

ACTION ITEMS

Discussion Calendar

FVS

PARTNERS

Subject **RE: FVSPartnersfollow-upletter.pdf**
From Jason Keller <jkeller@missionpacific.com>
To Rose Corona <rose.corona@teamrcd.org>
Karl Osmundson <KarlO@helixepi.com>, Lieu, Tawny
<TLieu@RIVCO.ORG>, Jeff Brandt <Jeff.Brandt@wildlife.ca.gov>,
Cc Bartels, Peggy SPL <Peggy.J.Bartels@usace.army.mil>, John Abel
<jabel@missionpacific.com>
Date 2018-02-15 10:39



Rose,

We have received your follow up letter requesting status of our project and funding agreement. To give you an update on our project, we were under contract to sell the project to a public builder late last year which was scheduled to close before year end. Unfortunately, the transaction did not close and the project will not start construction 1st quarter 2018 as we anticipated. With that said, it is our intent to finalize the funding agreement we have in process with TEAM RCD and get the funding to your District as soon as reasonably possible. We are taking steps now to take our project out to market for sale in the next month. The typical process to go through the marketing and feasibility process with the buyer takes approximately 90-120 days. We anticipate the soonest construction date for our project to be approximately August/September this year which would be the time the funding to TEAM RCD would be provided.

To move the funding agreement forward, we will provide a revised agreement incorporating the conditions stated in the TEAM RCD letter dated 10/31/2017.

Regards,

Jason Keller, P.E. | Mission Pacific Land Company
4100 Newport Place, Suite 480 | Newport Beach, CA 92660 | www.missionpacific.com
PH: (949) 333-6752 x218 | Cell: (951) 733-9128 | jkeller@missionpacific.com

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

From: Rose Corona [mailto:rose.corona@teamrcd.org]
Sent: Wednesday, January 24, 2018 9:49 AM
To: Karl Osmundson <KarlO@helixepi.com>; Jason Keller <jkeller@missionpacific.com>; Lieu, Tawny <TLieu@RIVCO.ORG>; Jeff Brandt <Jeff.Brandt@wildlife.ca.gov>; Bartels, Peggy SPL <Peggy.J.Bartels@usace.army.mil>
Subject: Fwd: FVSPartnersfollow-upletter.pdf

Gentlemen,

At our most recent meeting, the Board has requested that we send a follow-up letter regarding our proposal and the Endowment for the Benton Channel which to date has not been signed and returned to us. I am sure that you understand that until we have signed documentation in hand, no agreement exists. Attached is our letter summarizing the original agreement. We would appreciate having an update on the progress of this project.

Thank you for your time.

Rose Corona
TEAM RCD
President

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

Subject: FVSPartnersfollow-upletter.pdf
Date: 2018-01-24 09:38
From: Rose Corona <rosecorona@bighorsefeed.com>
To: "rose.corona@teamrcd.org" <rose.corona@teamrcd.org>



April 4, 2018

Dear Mr. Abel and Mr. Keller:

On April 12, 2018, the Board of Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD) will consider the proposed Funding Agreement in the form of a letter dated March 1, 2018, between FVS Partners, LLC (FVS), a Delaware limited liability company, and TEAM RCD (Funding Agreement) regarding FVS's contribution of \$90,000 (Endowment) to TEAM RCD for its ongoing management within TEAM RCD's existing Conservation Easement in the Benton Channel regarding the French Valley South Tentative Tract 30837 Project.

Our legal counsel reviewed the proposed Funding Agreement. TEAM RCD is prepared to recommend that TEAM RCD's Board of Directors approve the proposed Funding Agreement with the following exception. Paragraph 4 is deleted in its entirety and replaced with the following language:

"4. FVS, its successors and/or assigns, shall provide the Endowment in the amount of \$90,000 to TEAM RCD by no later than September 30, 2018. TEAM RCD's performance of its obligations under this Funding Agreement is conditioned on TEAM RCD's receipt of the Endowment by no later than September 30, 2018.

TEAM RCD's performance as described in the Scope of Work shall commence on November 1, 2018. TEAM RCD's Scope of Work is defined in and attached to TEAM RCD's Letter dated October 6, 2017, which is incorporated herein by this reference."

Please be advised that if the Endowment in the amount of \$90,000 is not received by TEAM RCD by the September 30, 2018 deadline, the proposed Funding Agreement will need to be renegotiated at increase costs and scope of work. Should you have any questions regarding this matter, please contact the undersigned.

Best Regards,

A handwritten signature in black ink, appearing to read "Rose Corona", with a horizontal line extending to the right.

Rosé Corona

TEAM RCD

President

MISSION PACIFIC LAND COMPANY

March 1, 2018

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

Subject: Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project

Dear Ms. Corona:

This serves as a Funding Agreement between FVS Partners, LLC (FVS) and the Temecula Elsinore Anza Murrieta Resource Conservation District (TEAM RCD) regarding FVS' contribution of \$90,000 to TEAM-RCD for ongoing management within their existing Conservation Easement (CE) in the Benton Channel, which is an existing Riverside County Flood Control and Water Conservation District (County Flood) facility.

This Funding Agreement incorporates by reference the following documents, also enclosed:

- *Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project ("Project"), dated October 6, 2017*
- *Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project ("Project"), dated October 31, 2017;*
- *Benton Channel CE Maintenance and Monitoring Scope of Work, dated September 14, 2017; and*
- *Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project, dated October 10, 2017*

This Funding Agreement further supersedes all previously-submitted proposals dated May 3, 2017 and September 22, October 6, 2015 and October 10, 2017 to fund a 5-year invasives removal program. Further, the \$90,000 funding contribution addressed herein was presented to the U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW), to which the USACE and CDFW responded that they had no objections.

The French Valley South Tentative Tract 30837 Project (project) requires upsizing of an existing storm drain outfall at the Benton Channel. The upsized-storm drain has been specifically designed and sited within the footprint of the existing storm drain and entirely outside of TEAM RCD's Conservation Easement (CE), and therefore, would have no direct, physical impact on the CE during construction, although permanent impacts to 0.02 acre of developed streambank will occur to the Benton Channel outside of the CE boundaries. The storm drain will, however, discharge

additional treated storm water into the Benton Channel during project operation, at velocities and volumes similar to those being discharged into the Channel under current conditions. The operational effects of the discharge are expected to be largely beneficial to the resources protected within the CE; however, ongoing management to prevent the spread of non-native invasives, vector control issues, and other items are also important to the health of the CE resources in perpetuity. In support of TEAM RCD's ongoing management responsibilities in the Benton Channel CE, FVS agrees to contribute funding in the amount of \$90,000, which is referred to herein and in the enclosed *Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project ("Project")*, dated October 31, 2017 as the "Endowment". A scope of work has been prepared to summarize the specific annual tasks expected to be facilitated by TEAM RCD with the Endowment. This scope of work is referred to herein and in the enclosed *Benton Channel CE Maintenance and Monitoring Scope of Work*, dated September 14, 2017 as the "Scope of Work".

The funding will supplement the compensatory mitigation already completed, including: (1) purchase of 0.01 acre of Rehabilitated River Wetland Waters of the U.S./State credit at the San Luis Rey Mitigation Bank (SLRMB) on September 27, 2016; (2) purchase of 0.2 acre of Arundo removal credit from the Santa Margarita Watershed in-lieu fee program on February 9, 2005; and (3) purchase of 1.0 acre of wetland mitigation credit at the Barry Jones Wetland Mitigation Bank on June 3, 2004.

Following the October 12, 2017 TEAM RCD Board of Directors consideration of the proposed Funding Agreement, in the form of a Letter dated October 10, 2017 from FVS Partners, LLC we received TEAM RCD's letter dated October 31, 2017 requesting additional provisions to the proposed funding agreement. We hereby incorporate the following provisions to the funding agreement:

1. FVS, it's successors and/or assigns, agrees that TEAM RCD shall not be liable for compliance with any requirements relating to Permit Number SPL-2014-00594-PJB issued by the U.S. Army Corps of Engineers ("Corps") to FVS.
2. FVS, it's successors and/or assigns, agrees that TEAM RCD shall not be liable for compliance with any and all Notifications of Lake or Streambed Alterations Nos. 1600-2017-0111-R6, 1600-2015-0106-R6, 1600-2014-0126-R6, and 1600-2004-0020-R6 and any and all modifications to such Notifications by FVS to California Fish & Wildlife ("CDFW").
3. FVS, it's successors and/or assigns, shall indemnify and hold harmless TEAM RCD, its directors, officials, officers, employees, consultants, subcontractors, volunteers, agents and representatives (hereinafter referred to as "Indemnified Parties") from any liability whatsoever including but not limited to, property damage, bodily injury, or death, based or asserted upon, arising out of or in any way relating to this Funding Agreement. FVS, it's successors and/or assigns, shall defend, at its sole expense, and pay all costs and fees

including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.

4. FVS, it's successors and/or assigns, shall provide the Endowment in the amount of \$90,000 to TEAM RCD prior to the start of project activities within the Benton Channel. TEAM RCD's Scope of Work is defined in and attached to TEAM RCD's Letter dated October 6, 2017, which is incorporated herein by this reference.
5. TEAM RCD agrees to submit its annual report relating to its Scope of Work to the Corps by the 1st of April of each year, commencing on April 1, 2019, at the address set forth below.

To Corps at:
US Army Corps of Engineers
Orange and Riverside Counties Section
1451 Research Park Drive, Suite 100
Riverside, CA 92507
Attn: Peggy Bartels

6. TEAM RCD agrees to submit its annual report relating to its Scope of Work to CDFW by the 1st of April of each year, commencing on April 1, 2019, at the address set forth below.

To CDFW at:
California Department Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
Attn: Jeff Brandt

7. Any notice and communication that either FVS, it's successors and/or assigns, or TEAM RCD is required to give to the other Party pursuant to the Funding Agreement shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address set forth below. Either FVS, it's successors and/or assigns, or TEAM RCD may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this Section.

To TEAM RCD at:
Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078

Temecula, CA 92593
Attn: Rose Corona, Board President

To FVS at:
FVS Partners, LLC

4100 Newport Place Suite 400
Newport Beach, CA 92660

Attn: John Abel

8. FVS certifies that each individual signing the Funding Agreement on behalf of FVS has the authority to execute the Funding Agreement on behalf of FVS, and may legally bind FVS to the terms and conditions of the Funding Agreement, including any and all attachments to the Funding Agreement and any and all amendments and/or addendums to the Funding Agreement, as approved by both parties.
9. This Funding Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Funding Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provisions of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
10. This Funding Agreement, including any attachments, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Funding Agreement may be changed or modified only by the written amendment signed by both FVS, its successors and/or assigns, and TEAM RCD.

Please kindly provide your acceptance of the funding put forth by FVS by signing below and returning a signed copy to FVS for records. Should you have any questions or require additional information, please do not hesitate to contact me at (949) 333-6752 or jabel@missionpacific.com.

Respectfully,

FVS PARTNERS, LLC,
a Delaware limited liability company

By: ESA Stratford Partners, L.P.,
a California limited partnership
Its: Managing Member

By: ESA Partners, LLC,
a Delaware limited liability company
Its: General Partner

By: Entrepreneurial Properties
Corporation, a Nevada corporation
Its: Member

By: 
Name: Randall C. Luce
Its: President

By: 
Name: John K. Abel
Its: Member

Agreed and Accepted:

TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Date: _____

Letter to Ms. Rose Corona
March 1, 2018

Page 6 of 6

Cc: Karl Osmundson, HELIX Environmental Planning, Inc.

Enclosure:

Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project ("Project"), dated October 6, 2017

Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project ("Project"), dated October 31, 2017

Benton Channel CE Maintenance and Monitoring Scope of Work, dated September 14, 2017

Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project, dated October 10, 2017



October 31, 2017

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

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

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

Dear Mr. Osmundson and Mr. Keller:

On October 12, 2017, the Board of Directors of Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD") considered the proposed Funding Agreement, in the form of a Letter dated October 10, 2017, between FVS Partners, LLC ("FVS"), a Delaware limited liability company, and TEAM RCD ("Funding Agreement") regarding FVS' contribution of \$90,000 ("Endowment") to TEAM RCD for its ongoing management within TEAM RCD's existing Conservation Easement in the Benton Channel regarding the above-referenced Project.

Our legal counsel has reviewed the proposed Funding Agreement and requests that FVS include in the Funding Agreement all provisions set forth below. TEAM RCD's acceptance of the Funding Agreement is conditioned on the approval of TEAM RCD's Board of Directors.

1. FVS agrees that TEAM RCD shall not be liable for compliance with any requirements relating to Permit Number SPL-2014-00594-PJB issued by the U.S. Army Corps of Engineers ("Corps") to FVS.
2. FVS agrees that TEAM RCD shall not be liable for compliance with any and all Notifications of Lake or Streambed Alteration Nos. 1600-2015-0106-R6, 1600-2014-

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

0129-R6 and 1600-2004-0020-R6 and any and all modifications to such Notifications by FVS to California Department Fish & Wildlife ("CDFW").

3. FVS shall indemnify and hold harmless TEAM RCD, its directors, officials, officers, employees, consultants, subcontractors, volunteers, agents and representatives (hereinafter referred to as "Indemnified Parties") from any liability whatsoever including but not limited to, property damage, bodily injury, or death, based or asserted upon, arising out of or in any way relating to this Funding Agreement. FVS shall defend, at its sole expense, and pay all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based upon such liability.
4. FVS shall provide the Endowment in the amount of \$90,000 to TEAM RCD by no later than March 1, 2018. TEAM RCD's performance of its obligations under this Funding Agreement is conditioned on TEAM RCD's receipt of the Endowment by no later than March 1, 2018.
5. TEAM RCD's performance as described in the Scope of Work shall commence on April 1, 2018. TEAM RCD's Scope of Work is defined in and attached to TEAM RCD's Letter dated October 6, 2017, which is incorporated herein by this reference.
6. TEAM RCD agrees to submit its annual report relating to its Scope of Work to the Corps by the 1st of April of each year, commencing on April 1, 2019, at the address set forth below.

To Corps at:

US Army Corps of Engineers
Orange and Riverside Counties Section
1451 Research Park Drive, Suite 100
Riverside, California 92507
Attn: Peggy Bartels

7. TEAM RCD agrees to submit its annual report relating to its Scope of Work to CDFW by the 1st of April of each year, commencing on April 1, 2019, at the address set forth below.

To CDFW at:

California Department Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
Attn: Jeff Brandt

8. Any notice and communication that either FVS or TEAM RCD is required to give to the other Party pursuant to the Funding Agreement shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address set

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

Ph: 951-387-8992 ♦ www.TEAMRCD.org

forth below. Either FVS or TEAM RCD may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this Section.

To TEAM RCD at:

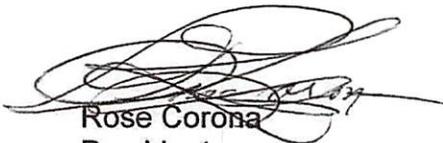
Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593
Attn: Rose Corona, Board President

To FVS at:

<FVS to designate contact info:

9. FVS certifies that each individual signing the Funding Agreement on behalf of FVS has the authority to execute the Funding Agreement on behalf of FVS, and may legally bind FVS to the terms and conditions of the Funding Agreement, including any and all attachments to the Funding Agreement and any and all amendments and/or addendums to the Funding Agreement.
10. This Funding Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Funding Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provisions of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
11. This Funding Agreement, including any attachments, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Funding Agreement may be changed or modified only by the written amendment signed by both FVS and TEAM RCD.

Should you have any questions regarding this matter, please contact the undersigned.



Rose Corona
President

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

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

MISSION
PACIFIC
LAND COMPANY

October 10, 2017

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

Subject: Funding Agreement for Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project

Dear Ms. Corona:

This serves as a Funding Agreement between FVS Partners, LLC (FVS) and the Temecula Elsinore Anza Murrieta Resource Conservation District (TEAM RCD) regarding FVS' contribution of \$90,000 to TEAM-RCD for ongoing management within their existing Conservation Easement (CE) in the Benton Channel, which is an existing Riverside County Flood Control and Water Conservation District (County Flood) facility.

This Funding Agreement incorporates by reference the following documents, also enclosed:

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- *Benton Channel CE Maintenance and Monitoring Scope of Work, dated September 14, 2017; and*
- *Letter of Intent to Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project, dated August 22, 2017.*

This Funding Agreement further supersedes all previously-submitted proposals dated May 3, 2017 and September 22 and October 6, 2015 to fund a 5-year invasives removal program. Further, the \$90,000 funding contribution addressed herein was presented to the U.S. Army Corps of Engineers (USACE) and California Department of Fish and Wildlife (CDFW), to which the USACE and CDFW responded that they had no objections.

The French Valley South Tentative Tract 30837 Project (project) requires upsizing of an existing storm drain outfall at the Benton Channel. The upsized-storm drain has been specifically designed and sited within the footprint of the existing storm drain and entirely outside of TEAM RCD's Conservation Easement (CE), and therefore, would have no direct, physical impact on the CE during construction, although permanent impacts to 0.02 acre of developed streambank will occur to the Benton Channel outside of the CE boundaries. The storm drain will, however, discharge additional treated storm water into the Benton Channel during project operation, at velocities and volumes similar to those being discharged into the Channel under current conditions. The operational effects of the discharge are expected to be largely beneficial to the resources protected within the CE; however, ongoing management to prevent the spread of non-

native invasives, vector control issues, and other items are also important to the health of the CE resources in perpetuity.

In support of TEAM RCD's ongoing management responsibilities in the Benton Channel CE, FVS agrees to contribute funding in the amount of \$90,000, which is referred to herein and in the enclosed *Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project ("Project")*, dated October 6, 2017 as the "Endowment". A scope of work has been prepared to summarize the specific annual tasks expected to be facilitated by TEAM RCD with the Endowment. This scope of work is referred to herein and in the enclosed *Benton Channel CE Maintenance and Monitoring Scope of Work*, dated September 14, 2017 as the "Scope of Work".

The funding will supplement the compensatory mitigation already completed, as documented in the enclosed *Letter of Intent to Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project*, dated August 22, 2017, including: (1) purchase of 0.01 acre of Rehabilitated River Wetland Waters of the U.S./State credit at the San Luis Rey Mitigation Bank (SLRMB) on September 27, 2016; (2) purchase of 0.2 acre of Arundo removal credit from the Santa Margarita Watershed in-lieu fee program on February 9, 2005; and (3) purchase of 1.0 acre of wetland mitigation credit at the Barry Jones Wetland Mitigation Bank on June 3, 2004.

Payment of \$90,000 will be provided to TEAM RCD prior to the start of project activities within the Benton Channel. Please kindly provide your acceptance of the funding put forth by FVS by signing below and returning a signed copy to FVS for records. Should you have any questions or require additional information, please do not hesitate to contact me at (949) 333-6752 or jable@missionpacific.com.

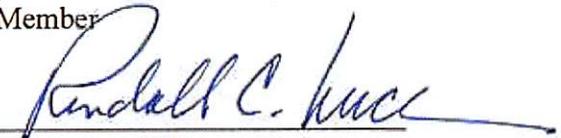
Very truly yours,

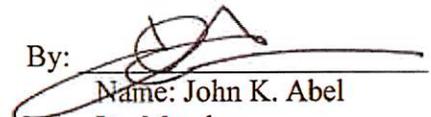
FVS PARTNERS, LLC,
a Delaware limited liability company

By: ESA Stratford Partners, L.P.,
a California limited partnership
Its: Managing Member

By: ESA Partners, LLC,
a Delaware limited liability company
Its: General Partner

By: Entrepreneurial Properties
Corporation, a Nevada corporation
Its: Member

By: 
Name: Randall C. Luce
Its: President

By: 
Name: John K. Abel
Its: Member

Agreed and Accepted:

TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT

By: _____
Name: _____
Date: _____

Cc: Karl Osmundson, HELIX Environmental Planning, Inc.
Enclosure:

Fund Conservation Easement Management at the Benton Channel for the French Valley
South Tentative Tract 30837 Project ("Project"), dated October 6, 2017

Benton Channel CE Maintenance and Monitoring Scope of Work, dated September 14,
2017

Letter of Intent to Fund Conservation Easement Management at the Benton Channel for
the French Valley South Tentative Tract 30837 Project, dated August 22, 2017



October 6, 2017

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

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

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

Dear Mr. Osmundson:

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

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

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

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

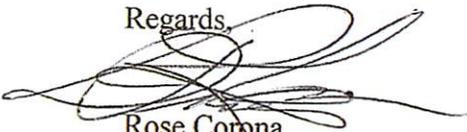
P.O. Box 2078 ♦ Temecula, CA 92593-2078
Ph: 951-387-8992 ♦ www.TEAMRCD.org



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

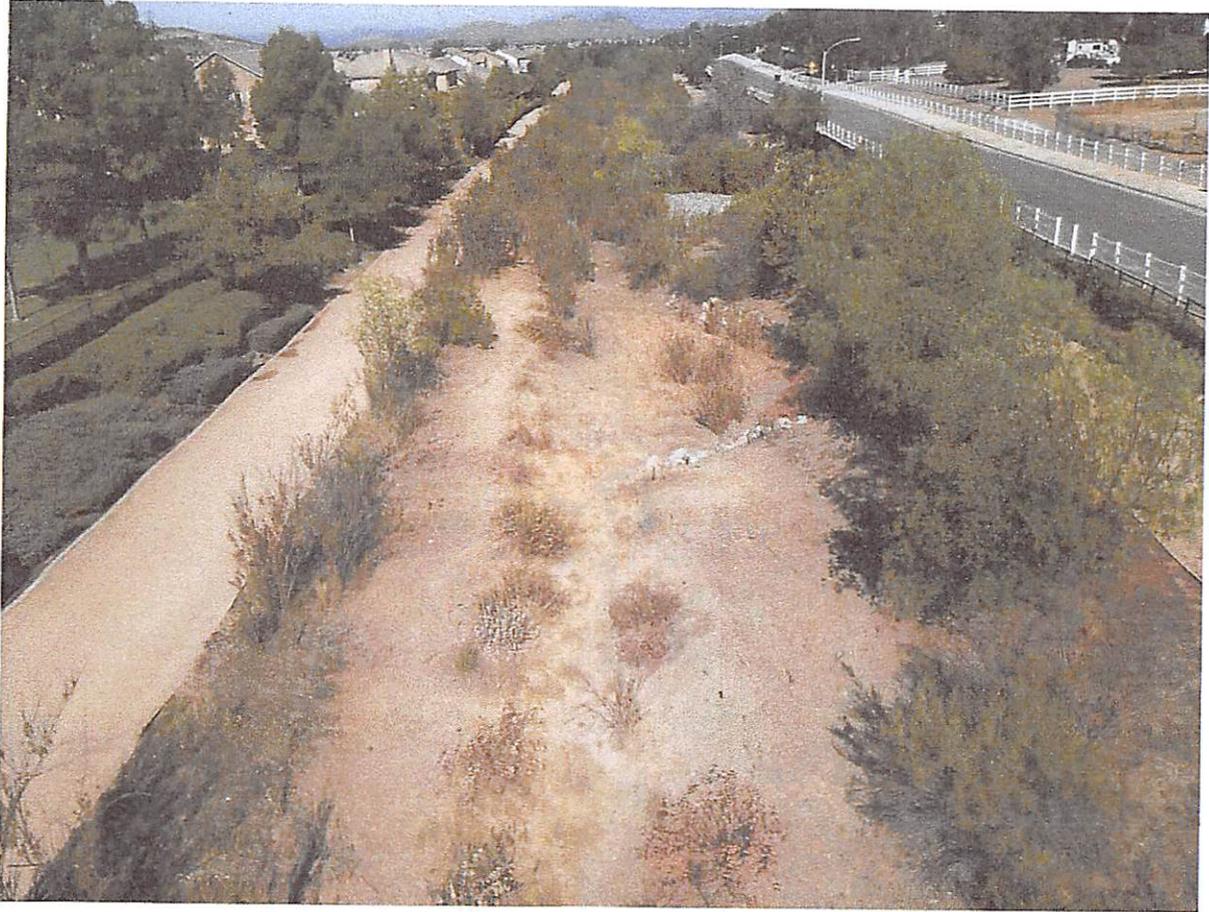
Should you have any questions regarding the foregoing, please feel free to contact the undersigned.

Regards,



Rose Corona
President
TEAM RCD

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



BENTON CHANNEL CE MAINTENANCE AND MONITORING: SCOPE OF WORK

Date: Thursday, September 14th

Site Grantee: Temecula Elsinore Murrieta Anza RCD (TEAMRCD)

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

BACKGROUND

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

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

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

Dominant native plant species include:

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

Mapped invasive and encroaching ornamental plant observations include:

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

Other Threats:

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

CURRENT WORK ON SITE

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

SCOPE OF WORK – FRENCH VALLEY SOUTH TT30837 PROJECT MITIGATION

Anticipated Funding: \$90,000

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

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

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

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

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

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

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

Endowment Calculation: French Valley South TT30387 Project

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

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

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

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

POTENTIAL FOR ADDITIONAL MITIGATION FUNDING TO BE APPLIED

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

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

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



August 22, 2017

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

Subject: Letter of Intent to Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project

Dear Ms. Corona:

This serves as a written letter of intent submitted by HELIX Environmental Planning, Inc. (HELIX) on behalf of FVS Partners, LLC to contribute funding toward ongoing management being completed by the Temecula Elsinore Anza Murrieta Resource Conservation District (TEAM-RCD) within their existing Conservation Easement (CE) in the Benton Channel, which is an existing Riverside County Flood Control and Water Conservation District (County Flood) facility. This revised funding proposal supersedes the previously-submitted proposals dated May 3, 2017 and September 22 and October 6, 2015 to fund a 5-year invasives removal program. Further, this proposal was presented to the California Department of Fish and Wildlife (CDFW) on August 3, 2017, to which CDFW responded that they had no objections.

As addressed in previous meetings and correspondence, the French Valley South Tentative Tract 30837 Project (project) requires upsizing of an existing storm drain outfall at the Benton Channel. The upsized-storm drain has been specifically designed and sited within the footprint of the existing storm drain and entirely outside of TEAM-RCD's Conservation Easement (CE), and therefore, would have no direct, physical impact on the CE during construction, although permanent impacts to 0.02 acre of developed streambank will occur to the Benton Channel outside of the CE boundaries. The storm drain will, however, discharge additional treated storm water into the Benton Channel during project operation, at velocities and volumes similar to those being discharged into the Channel under current conditions. The operational effects of the discharge are expected to be largely beneficial to the resources protected within the CE; however, ongoing management to prevent the spread of non-native invasives, vector control issues, and other items are also important to the health of the CE resources in perpetuity.

In support of TEAM-RCD's ongoing management responsibilities in the Benton Channel CE, FVS Partners, LLC proposes to contribute funding in the amount of \$90,000, which among other benefits, will address potential operational discharge effects of the project. The funding will supplement the compensatory mitigation already completed, including: (1) purchase of 0.01 acre

of Rehabilitated River Wetland Waters of the U.S./State credit at the San Luis Rey Mitigation Bank (SLRMB) on September 27, 2016; (2) purchase of 0.2 acre of Arundo removal credit from the Santa Margarita Watershed in-lieu fee program on February 9, 2005; and (3) purchase of 1.0 acre of wetland mitigation credit at the Barry Jones Wetland Mitigation Bank on June 3, 2004.

Based on our estimates, we believe that \$90,000 can fund up to 0.75 acre of riparian/wetland habitat installation (i.e., planting, seeding, temporary irrigation installation) or non-native invasives removal (i.e., enhancement) and vector control covering the entire approximately 4.2 acres (5,195 linear feet) of the Benton Channel CE for 20 years. As a value comparison, \$90,000 can provide approximately 0.4 acre of riparian/wetland habitat rehabilitation or approximately 0.47 acre of riparian/wetland habitat enhancement with the Riverside Corona Resource Conservation District (RC-RCD) pursuant to their existing In Lieu Fee program, or up to 0.15 acre of riparian/wetland habitat establishment/re-establishment at the SLRMB.

Payment of \$90,000 will be provided to TEAMRCD prior to the start of project activities within the Benton Channel. Please kindly provide your acceptance of the funding put forth by FVS Partners, LLC by signing below and returning a signed copy of this letter to FVS Partners, LLC for records. Should you have any questions or require additional information, please do not hesitate to contact me at (619) 462-1515 or KarLO@helixepi.com.

Respectfully,



Karl L. Osmundson
Principal Biologist/Biology Group Manager

Cc: Mr. John Abel, Mr. Jason Keller, FVS Partners, LLC

Agreed and Accepted:

TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Date: _____

2018-2022

**STRATEGIC
PLAN**

TEAM RCD

2018-2022 Strategic Plan

Introduction

TEAM RCD is a public agency organized under Division 9 of the California Public Resources Code and authorized to provide conservation work within its boundaries. TEAM has the legal authority to cooperate with the United States, the State of California, counties, cities, public districts, other resource conservation districts, persons, associations, and corporations. With the consent of the owner, TEAM also has the authority to construct on privately- or publicly-owned lands necessary work for the prevention and control of soil erosion and water conservation. The expenditure of public funds for planning, designing, or implementing resource conservation work constitutes expenditure for the general public benefit.

The RCD was organized to provide a number of services, including soil, water, and related resource conservation and restoration and technical assistance in open space, agricultural areas, urbanized areas, wildlife habitats, and recreational developments. The district is managed by non-paid volunteer directors who are landowners in the district and who have an understanding of local concerns.

The Elsinore Murrieta Anza Resource Conservation District was organized in June 1949, by special election called for by the Riverside County Board of Supervisors, to the State Soil Conservation Commission, by private landowners. The district is currently called Temecula-Anza-Elsinore-Murrieta (TEAM) RCD. The district boundary encompasses a service area of 505,000 acres (789 square miles) in western Riverside County, including the communities of Elsinore, Murrieta, Wildomar, Temecula and Anza, and the Santa Margarita and Santa Ana watersheds.

2018-2022 Strategic Plan

TEAM RCD has adopted a strategic plan to guide the work and the investments of resources of the organization over the next five years. The plan has two elements: the Strategic Direction and the Five-Year-Plan.

The **Strategic Direction** includes the organization's vision of success, its mission statement, the goals it wants to achieve over the next five years, and the strategies it will use to accomplish its goals. TEAM RCD has defined two broad goals:

- Increase the reach and influence of TEAM RCD
- Increase the impact and sustainability of TEAM RCD

The **Five-Year-Plan** identifies the specific activities that staff and board members will undertake each year over the life of the strategic plan, and identifies success measures TEAM RCD will use to assess its progress toward goals.

Vision and Mission

It is the vision of TEAM to be Relevant, Excellent, and Visible, a "go-to" hub for natural resource conservation and agriculture on public and private lands in its service area. TEAM RCD serves as an important local infrastructure that will provide high-quality, relevant service to its communities by:

- Providing meaningful, quantifiable conservation benefits to the district's natural resources through high quality, timely, and applied scientific programs on the ground.
- Upholding excellent operational management through having appropriate technical capacity and retaining quality key staff.
- Serving as critical partners in an active agricultural and local natural resource network
- Serving as a reputable education and information source on natural resource conservation.

Vision: It is the vision of TEAM RCD to grow into a full-capacity organization that can serve as a strong advocate, technical resource, and partner to public and private landowners in their service area, including strategic partnerships with private and public agencies and organizations

Mission: TEAM RCD promotes the conservation of soil, water and other natural resources through cooperation with landowners, local, state and federal agencies, the agricultural community, conservation and community groups. It is our continued mission to provide leadership and education to all residents of the district to insure quality of life, economic benefits and encouragement to conserve our natural resources for tomorrow's generations.

Values and Beliefs of Team RCD

TEAM RCD is at the forefront helping landowners, agencies and organizations solve their service areas most pressing conservation and agricultural challenges.

- Conservation and stewardship of agricultural and natural resources have significant environmental, economic and societal value, and TEAM RCD plays a critical role in these efforts.
- Voluntary, locally-led conservation is an effective and efficient strategy.
- Locally led conservation requires good relationships with and among local communities, landowners and partners; TEAM RCD should be the best entities to make these connections.
- TEAM RCD needs resources to realize its core values, create resource conservation benefits, and support agriculture in their service area.
- There is greater impact working collectively than working alone.
- Decision-makers who are educated about natural resources, agriculture, and the important role of TEAM RCD make better decisions.

- Landowners, RCDs, and partners require responsive, innovative, transparent support that meets their needs and addresses today's environmental challenges. TEAM RCD believes in and supports a diversity of participation and ideas that are essential for effective resource conservation and agriculture in their service area.

In order to fulfill our vision, mission and values, TEAM RCD will implement the following goals and strategies:

Goals and Strategies

Program Goals

1. Increase the reach and influence of TEAM RCD
 - a. Foster collaborations and information sharing among partners
 - b. Build public and government support and understanding for the work of TEAM RCD
 - c. Build awareness and backing for resource conservation in TEAM RCD service area

Organizational Goals

2. Increase the impact and sustainability of TEAM RCD
 - a. Develop significant, sustainable revenue streams
 - b. Develop a strong team within the organization
 - c. Develop business plans, systems, and infrastructure to support the organization

Benchmarks

Driven by the strategic plan, the following benchmarks will be used to evaluate TEAM RCD performance.

1. INCREASE THE REACH AND INFLUENCE OF TEAM RCD
 - a. Foster collaboration and information sharing among partners

Long-term Outcome: TEAM RCD has strategic partnerships with public agencies and private organizations.

One-Year Benchmarks

- i. Existing, signed MOUs and Working Agreements
 - Mission RCD
 - Antelope Valley RCD
 - Inland Empire RCD
 - Santa Ana Watershed Association (SAWA)
 - Riverside-Corona RCD
 - Riverside Conservation Authority
 - Rivers and Land Conservancy (pending)

ii. Potential new Contract

- Riverside County Flood Control District

Three-Year Benchmarks

- i. Signed MOUs and working agreements with ten strategic partners

Five-Year Benchmarks

- i. Signed MOUs and working agreements with twelve strategic partners

b. Build public support and understanding for the work of TEAM RCD

Long-term Outcome: Residents in the service area know and support TEAM RCD

One-Year Benchmarks

- i. Create a consistent process of education on policies, procedures, and general information regarding TEAM RCD and its history for all current directors and associate directors to enable them to speak confidently to potential clients, organizations, governmental agencies, and residents about TEAM RCD, its services and its goals.

Three-Year Benchmarks

- i. Program materials from projects for public dissemination

Five-Year Benchmarks

- i. Events at successful projects (for friend-raising and fundraising purposes)

c. Build awareness and backing for resource conservation in TEAM RCD service area.

Long-term Outcome: Public understand the benefits of resource conservation to the quality of their lives.

One-Year Benchmarks

- i. No specific benchmarks for year one, as TEAM concentrates its limited resources in building a sustainable business. It will revisit benchmarks for this Program Goal after year one of this plan.

Three-Year Benchmarks

- i. To be determined

Five-Year Benchmarks

- i. To be determined

2. GROW THE CAPACITY OF TEAM RCD

- a. Develop significant, sustainable revenue streams

Long-term Outcome: Revenue for TEAM has met the operations and program requirements of the strategic plan



One-Year Benchmarks

- i. Continue existing programs with Rancho California Water District—\$33,000
- ii. Establish a program with Riverside County Flood Control District—\$20,000 (est.)
- iii. Strengthen the purpose and management of Endowment Funds for current and future conservation easements.
- iv. Decide purpose and management of past mitigation funds and owned lands.

Three-Year Benchmarks

- i. Revenue from projects—\$50,000

Five-Year Benchmarks

- i. Revenue from projects—\$75,000
- b. Develop a strong team within the organization

Long-term Outcome: TEAM has built and supported a professional staff and Board of Directors that can meet the goals and vision of the board and fulfill its strategic plan.

One-Year Benchmarks

- i. Board Development
 - Clarification on the Brown Act
- ii. Add two Associate Board Members
- iii. Part-time administrative support (create job description and hire)

Three-Year Benchmarks

- i. Full-time Administrative Assistant

Five-Year Benchmarks

- i. Full-time Administrative Assistant
- ii. Full-time District Manager (create job description and hire)
- c. Develop plans, systems, and infrastructure to support the organization

Long-term Outcome: TEAM's programs, systems and plans build and maintain its efficiency, effectiveness and accountability

One-Year Benchmark

- i. Complete Tier 1 accreditation with CA Department of Conservation (DOC)
- ii. Create and implement cloud infrastructure for TEAM RCD documents
- iii. Set up, improve and re-style website to provide more informative, creative presentation of TEAM RCD goals and work
- iv. Monitor progress against strategic plan goals and benchmarks

Three-Year Benchmarks

- i. Complete Tier 2 accreditation with DOC
- ii. Website review/revision
- iii. Monitor/update strategic plan

Five-Year Benchmark

- i. Complete Tier 3 accreditation with DOC
- ii. Website review/revision
- iii. Monitor/update strategic plan

TEAM RCD 2018 Work Plan

1. INCREASE THE REACH AND INFLUENCE OF TEAM RCD
 - a. Foster collaboration and information sharing among partners
 - i. Existing, signed MOUs and Working Agreements
 - Mission RCD
 - Antelope Valley RCD
 - Inland Empire RCD
 - Santa Ana Watershed Association (SAWA)
 - Riverside-Corona RCD
 - Riverside Conservation Authority (RCA)
 - Rivers and Land Conservancy (pending)
 - ii. Potential new Contract
 - Riverside County Flood Control District
 - b. Build public support and understanding for the work of TEAM RCD
 - i. Create a consistent process of education on policies, procedures, and general information regarding TEAM RCD and its history for all current directors and associate directors to enable them to speak confidently to potential clients, organizations, governmental agencies, and residents about TEAM RCD, its services, and its goals.
 - c. Build awareness and backing for resource conservation in TEAM RCD's service area
 - i. NA for 2018 (see strategic plan)
2. GROW THE CAPACITY OF TEAM RCD
 - a. Develop significant, sustainable revenue streams
 - i. Continue existing programs with Rancho California Water District—\$33,000
 - ii. Establish a program with Riverside County Flood Control District—\$20,000
 - iii. Strengthen the purpose and management of Endowment Funds for current and future conservation easements
 - iv. Decide purpose and management of past mitigation funds and owned lands
 - b. Develop a strong team within the organization
 - i. Board development—clarification of the Brown Act
 - ii. Add two associate Board members
 - iii. Part time administrative support (establish job description and hire)
 - c. Develop plans, systems, and infrastructure to support the organization

- i. Complete Tier 1 accreditation with CA Department of Conservation (DOC)
- ii. Create and implement cloud infrastructure for TEAM RCD documents
- iii. Set up, improve and re-style website to provide more informative, creative presentation of TEAM RCD goals and work
- iv. Monitor progress against strategic plan goals and benchmarks



TEAM RCD 2018-2022 STRATEGIC PLAN

GOAL 1. INCREASE THE REACH AND INFLUENCE OF TEAM RCD

	Sub-strategies	Year One-2018	Year Three-2020	Year Five-2022
Strategy A. Foster collaboration and information sharing among partners	MOUs, Working Agreements & Contracts	6 Existing/Pending MOUs and 1 potential project contract	10 MOUs	12 MOUs
Strategy B. Build public support and understanding for the work of TEAM RCD	Education/Outreach	Education process for Board & Associates on workings and importance of TEAM RCD, its services and goals	Create program materials from projects for public declination	Events at successful projects for friendraising and fundraising
Strategy C. Build awareness and backing for resource conservation in service area	Communications	No specific benchmark. Will revisit after year one.	To be determined	To be determined

GOAL 2. GROW THE CAPACITY OF TEAM RCD

Strategy A. Develop significant, sustainable revenue streams	Project Income	Rancho CA Water District-\$33,000	Revenue from Projects-\$50,000	Revenue from Projects-\$75,000
		Establish program with Riverside County Flood Control District-\$20,000 (estimate)		
	Working funds	Endowment Funds management and purpose policies	To be determined	To be determined
		Decide purpose and management of mitigation funds and fee lands	To be determined	To be determined
Strategy B. Develop a strong team	Board development	Clarification of Brown Act	To be determined	To be determined
		2 new Associate Board members	To be determined	To be determined
	Staff	Part-time administrative support	Full-time Administrative Assistant	Full-time Administrative Assistant
Strategy C. Develop plans, systems, and infrastructure	Technology	Create/implement cloud infrastructure for documents	To be determined	To be determined
		Setup, improve and re-style website to provide more informative, creative presentation of TEAM RCD goals and work	Website review/revision	Website review/revision
	Planning	Complete Tier 1 accreditation	Complete Tier 2 accreditation	Complete Tier 3 accreditations
		Monitor progress against strategic plan goals and benchmarks	Monitor/update strategic plan	Monitor/update strategic plan

**PROCEDURES
AND
MANUAL
POLICIES**

**RESOLUTION
FOR
AUDIT**

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

3 WHEREAS, the cost for a single year's audit has been increasing, and currently could cost
4 TEAM RCD more than \$7,000, a significant percentage of TEAM RCD's annual revenues; and

5 WHEREAS, the TEAM RCD Board of Directors proposes replacing TEAM RCD's audits
6 occurring every third year and instead proposes preparing and providing the County Auditor-Controller,
7 and any other agency requiring such information, with: (1) an audit to take place every fifth year,
8 covering that year's accounts and records; (2) a yearly financial compilation and review prepared by a
9 certified public accounting firm; and (3) quarterly and management reports; and

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

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

16 NOW, THEREFORE, BE IT RESOLVED by a unanimous Board of Directors of the
17 Temecula-Elsinore-Anza-Murrieta Resource Conservation District at its regular meeting on this 12th day
18 of April, 2018, that:

- 19 1. The above recitals are true and correct.
- 20 2. It is in the best interests of TEAM RCD to change its audit and financial reporting
21 requirements.
- 22 3. Subject to unanimous approval of the County Board of Supervisors, the Board of
23 Directors replaces its audit occurring every third year, as previously approved pursuant to Government
24 Code section 26909(b), with: (1) an audit to take place every fifth year, covering that year's accounts and
25 records; (2) a yearly financial compilation and review prepared by a certified public accounting firm; and
26 (3) quarterly and management reports.

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

CERTIFICATE OF SECRETARY

The undersigned Secretary of Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD), a California resource conservation district, hereby certifies that the attached is a complete copy of Resolution 2018-XX duly adopted at a regular meeting of the Board of Directors of TEAM RCD on April 12, 2018 as follows:

Ayes:

Nays:

Absent:

ATTEST:

[Secretary Name], Secretary
Temecula-Elsinore-Anza-Murrieta
Resource Conservation District

Date: _____

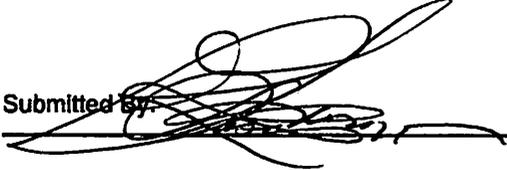
Renewal Questionnaire 2018-19

Please review all information to ensure that it is complete, accurate and current. Be advised that any misrepresentation contained in this renewal questionnaire could potentially void coverages for your Agency and its Employees, Officers and Board Members. For questions and/or assistance, please contact Member Services at memberplus@sdrma.org or by phone at 800.537.7790.

ATTEST

I have reviewed the attached Questionnaire and warrant that to the best of my knowledge, the information contained herewithin is complete and correct and as the signer I am authorized on behalf of our Agency and its Employees, Officers and Board Members to attest to its accuracy.

Submitted by:



Position:

PRESIDENT

Date: March 12, 2018

**TITLE
REPORT**

**GREER
RANCH**

**DISTRICT
COUNSELOR**

HAND-OUTS

FAIRWAY

ESTATES

Rose Corona

From: Rose Corona
Sent: Saturday, March 17, 2018 10:43 AM
To: Juan Romero
Cc: Brandt, Jeff@Wildlife; James Law; Lieu, Tawny
Subject: FAIRWAYESTATESPROPOSAL-2015.pdf
Attachments: FAIRWAYESTATESPROPOSAL-2015.pdf

Dear Juan,,

Forgive me for taking so long to get the original proposal to you regarding the last time we did vegetation removal at Fairway Estates. Attached you will find the original proposal and agreement. It has been over 3 years since we have been there so I had to go to the archives to find the information to scan for you so again I apologize for the delay in forwarding this information to you.

This is the proposal from October/November 2015. This proposal was based on a limited budget for Fairway Estates. In order to make this work for your budget, we discussed the same idea Mr. Law proposed during our meeting which was to have Fairway Estates provide landscape crews to help us remove the vegetation under the supervision of our biologists and managers. This solution allowed things to be more affordable for Fairway Estates. Having said that the budget restrictions did not allow us to work in the entire channel to get it completely cleaned up. Originally the discussions were to have this be a multi-year removal however, in February of 2016 we presented a proposal for a multi-year vegetation removal and it went nowhere. I believe that already being into nesting season was the major obstacle and it was never re-addressed with the former property management company.

In regards to the agreement from 2015, our Board was in transition at the time so the agreement was created by a former President and former District Counsel. There will be some changes to the upcoming proposal and agreement but they are minor and we will have a clearer more concise outline of duties and requirements that were not included in the last agreement. Some of them are listed below. In particular, we want to reiterate those parameters that are required by Fish and Wildlife and the use of our permit that I would like to briefly outline here.

Please note the following parameters that TEAM RCD has when using our Fish and Wildlife 1600 Streambed Agreement permit to perform work.

1. We are a governmental agency and therefore are required by law to charge any client for the use of our permit in any circumstances. We cannot by law provide services for free.
2. Due to the nature of the permit, we are limited and required to meet certain standards outlined by Fish and Wildlife. We are at all times required to have a biologist on site to protect the habitat and species that may already exist. There may be areas that your homeowners may wish to have removed, however, this is NOT a landscaping or gardening project. We are not allowed to use our permit to remove all vegetation no matter how unsightly or annoying it may be to a homeowner. Our focus is to remove invasives and vegetation that are permitted to be removed that are roadblocks to sustaining good fish and wildlife habitat.
3. We are required to pay Fish and Wildlife a fee PER PROJECT each time we use our permit to remove invasives or vegetation. This will show up as a separate line item on your proposal.
4. We are required to make a yearly report to CDFW to include photographs of the work performed so we can improve the habitat and also the service to you as our client. Ideally with a pro-active, multi-year approach to the area, costs should be more affordable since in theory we should, as partners, have more of the invasives under control. Bio-mass removal every three years is not the most economical way to approach this kind of work.
5. Fish and Wildlife has the right to require us to do wildlife mapping during nesting season to identify potential or existing habitat so we can avoid or enhance areas where wildlife is flourishing while still enabling us to do the work of invasive removal that is affecting the streambed and surrounding areas. Once identified, this makes it much easier to focus on invasives while protecting the habitat. I also will help your management company to explain to homeowners the need for sensitivity in certain areas and reduce the amount of complaints you may

be receiving from residents by enabling you to explain that you are only meeting the requirements set forth by a Federal agency.

6. We will be asking you to put out a letter to all Homeowners explaining the work we will be doing and what regulations we are required to meet.
7. We will be asking to meet with your Board and we will have a representative from Fish and Wildlife available to explain the nature of our requirements so all Board Members understand the how and whys of what we do.
8. An agreement will be signed indicating there is full understanding of the scope of work to be done for the number of hours and days that it will take to get the project completed for the price quoted. Remember that it is your budget that restrains the extent of what we are able to get completed. If you only have \$5,000.00 and that amount can only complete one third of the area, then that is all that will be done. There should be no assumption that for the price quoted, the entire channel will be done to completion.
9. You will be given a base price of the work to be done upon which will be added a fee that we are required to pay to Fish and Wildlife plus our 20% administrative fees.
10. Payment will be made in full in advance and the check will have to be cleared at the bank prior to any work commencing on your project.
11. As per our discussion, in order to keep costs down, this work will not be scheduled until nesting season is over which is usually somewhere in the month of August. We prefer to start in September or October just to make sure the season is completely over.

All of these items will be placed within our agreement with Fairway Estates as we go forward. We are looking forward to working with you on a long term basis and have enjoyed working with you in the past. We are hoping to have a proposal to you this coming week and in the meantime, I have forwarded this California Dept. of Fish and Wildlife for any input they may have in helping us to be a better partner to both Fairway Estates and their Agency since ultimately we report to them regarding our permit. I invite Mr. Brandt to weigh in with his expert advice for both of us on how to better strengthen our partnership with you and ultimately with the Department of Fish and Wildlife to make life easier long term for TEAM RCD, Fairway Estates and for Fish and Wildlife in protecting our habitat while still achieving your goals and meeting your responsibilities.

Thank you and I'll hopefully have a proposal for you this coming week.

Sincerely,

Rose Corona
President-TEAM RCD



Elsinore - Murrieta - Anza
Resource Conservation District

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

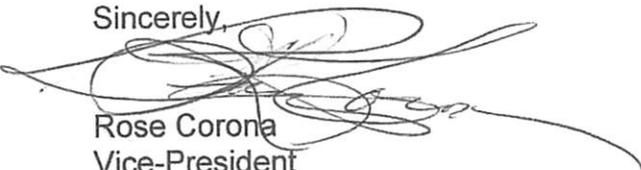
Dear Ms. Kalishevich,

Please find the attached invoice for Maintenance Services to be provided for the Fairway Estates Homeowners Association per our contract. Please send your payment to the new address listed on the invoice in that our address has changed.

Should you have any questions or need further detailed information, please feel free to contact Rick Neugebauer at 760-594-1107 who is the project manager and representative for our organization on this project.

Thank you for your time and prompt response to this billing.

Sincerely,



Rose Corona
Vice-President
EMARCD