



Elsinore - Murrieta - Anza
Resource Conservation District

Invoice# 2015-01-FWFOA

Bill To:

Fairway Estates Homeowner's Association
c/o Tiffany Kalischevich
Professional Community Management Association
11860 Pierce St., Ste. 100
Riverside, CA 92505

INVOICE

MAINTENANCE SERVICES: \$5,524.00
FOR YEARLY CONTRACT

Please submit payment and mail to:

EMARCD
P.O. BOX 2078
TEMECULA, CA 92593-2078

Subject **Re: Fairway Estates Proposal**
 From James Law <jlaw@sawatershed.org>
 To Rose Corona <rose.corona@teamrcd.org>, Hugh Wood <hwood@sawatershed.org>
 Date 2018-03-15 12:31



I forgot to send you the map as well. See attached,

EXHIBIT B



J

On Thu, Mar 15, 2018 at 12:30 PM, James Law <jlaw@sawatershed.org> wrote:
 Good Afternoon Rose,

I have attached the Fairway Estates proposal for you. It will include cutting a 5 foot wide swath along the center of the channel, falling of palms, cutting all horizontally growing vegetation under 4 feet and the drill and killing of the large palm at the top of the channel. If you need me to write up a scope of work let me know. Hope all is well,

Cheers,

James

FAIRWAY ESTATES VEGETATION MANAGEMENT PROPOSAL

DATE: 3/15/2018

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
JAMES LAW	PROJECT MANAGER	7.00		
FIELD SUPERVISOR	FIELD SUPERVISOR	10.00		
CREW LEAD	LEAD REST. TECH	20.00		
RESTORATION TECH #1	LEAD REST. TECH	20.00		
RESTORATION TECH #2	LEAD REST. TECH	20.00		
RESTORATION TECH #3	RESTORATION TECH	20.00		
STAFF TOTALS		97.00		\$4,487.81
MILEAGE	300 Miles @ .595 = \$178.50			\$178.50
HERBICIDE TYPES		TOTAL OZ	COST PER OZ	TOTAL COST
RODEO		25.00	0.41	\$10.25
COMPETITOR		0.00	0.37	\$0.00
AGRI-DEX		15.00	0.28	\$4.20
GARLON		0.00	1.22	\$0.00
QUEST		10.00	0.29	\$2.90
Total Amount Not To Exceed: \$4,683.66				
<p>** This costs includes all tools, material, reports, staff time and mileage to conduct 2 days of non-native species removal and limbing of native horizontally growing vegetation up to 4 feet. The large palm at the top of the channel will be killed utilizing the "Drill & Kill" technique. All biomass to be hauled and disposed of by Fairway Estates. A 5 foot wide clearance will be conducted along the channel from the golf course to Cherrywood Drive.</p>				

MAINTENANCE SERVICES AGREEMENT

This Maintenance Services Agreement ("Agreement") is entered into this ____ day of October, 2015, by and between the Fairway Estates Homeowners Association, a California nonprofit mutual benefit corporation ("Association"), and the Elsinore-Muirleta Anza Resource Conservation District, a California resource conservation district ("EMARCD") (collectively, the "Parties").

RECITALS

WHEREAS, pursuant to California Public Resources Code section 9412, the California Legislature has granted EMARCD authority to provide technical assistance to private landowners within the district to support practices that minimize soil and related resource degradation, provided, however, that the Association agrees to use such assistance on its lands within the district in furtherance of EMARCD's objectives, plans and regulations.

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, the Association and EMARCD hereby agree as follows:

1. **Activities:** Upon timely payment of the annual "Maintenance Fee" described below, EMARCD agrees to perform maintenance in the Non-Conservation Easement Areas by undertaking the activities described in Exhibit "A" (the "Activities"). The Non-Conservation Easement Areas are more particularly shown in the aerial photograph attached hereto as Exhibit "B."

2. **Access:** The Association grants access to EMARCD in order to carry out the Activities described in this Agreement. If the Association, any homeowner in the Project area or subsequent owner of the Project, the Association, or their successors in interest interfere with EMARCD's reasonable access to conduct the Activities, EMARCD's duties and responsibilities under this Agreement shall be suspended until such access is restored.

3. **Funding of Actual Costs:**

a. The Association shall pay EMARCD the sum of \$5,524.00 ("Maintenance Fee"), the explanation of which is detailed in Exhibit "A," upon the execution of this Agreement in consideration of EMARCD's performance of the Activities.

b. The Parties agree that the Maintenance Fee is a reasonable amount calculated to cover the anticipated costs of the Activities. If the actual costs (including, without limitation, administrative staff time, overhead and related legal costs) exceed the anticipated costs, EMARCD shall bill the difference to the Association.

4. **EMARCD's Streambed Alteration Agreement.** EMARCD is permitted through the California Department of Fish and Game to conduct the Activities pursuant to its Streambed Alteration Agreement (Notification No. 1600-2012-0014-R6 ("1600 Permit"). The 1600 Permit

is non-transferable and will not be available for use for the Activities when this Agreement is terminated. In the event any changes are required to the 1600 Permit that may affect the performance of the Activities by EMARCD, the Parties will meet and confer to amend the Activities accordingly.

5. Liabilities/Indemnity: The Parties agree that EMARCD shall have no duty or responsibility for the protection of individual homeowners within the Project, the Association, its invitees, agents, contractors, consultants, heirs, estates, successors, assigns and/or subsequent homeowners, the public, or any third parties from risks relating to conditions in the Non-Conservation Easement Areas, except to the extent of the negligence or willful misconduct of EMARCD, its employees, or subcontractors while present on the Non-Conservation Easement Area. As such, the Association shall indemnify and hold EMARCD, its officers, agents, or employees free and harmless from liability to any person or entity not a Party to this Agreement from any damage, loss or injury to person and/or property, except to the extent of the negligence or willful misconduct of EMARCD, its employees, or subcontractors while present on the Non-Conservation Easement Area. Conservation Easement Area.

6. Insurance: Each Party to this Agreement shall, at its sole cost and expense, procure and maintain during the term of this Agreement the following insurance coverage: (i) workers' compensation insurance required under state law; and (ii) a policy of general liability insurance written by one or more responsible carrier(s) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on or about the Non-Conservation Easement Areas arising from the Parties, their agents, consultants and subcontractors, with a liability limit under such insurance of not less than \$2,000,000 for the death or injury of any one person and not less than \$2,000,000 for any one accident and \$500,000 for property damage. Each Party shall name the other as Additional Insureds on the respective policies, and shall furnish the other with certificates of insurance issued by the appropriate insurance carrier(s) evidencing compliance with the terms of this Section and providing that such insurance shall not be canceled except after thirty (30) days written notice to the other Party.

7. Transferability: Right of Enforcement: The Agreement is non-transferable. The Association's right to enforce the terms of this Agreement shall not be assigned, conveyed, or otherwise transferred, by contract, agreement or by operation of law, to any successor or any other person or entity without EMARCD's express written agreement. EMARCD's agreement to such transfer may be contingent upon amendment of this Agreement. Under no circumstance shall any individual homeowner within the Project area have any enforcement rights under this Agreement as against EMARCD.

8. Time of Performance: EMARCD agrees to begin performing the Activities no later than fourteen (14) days after the receipt of the Maintenance Fee.

9. Cancellation: Either Party may cancel this Agreement at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail. If this Agreement is properly cancelled, EMARCD shall withhold all costs and expenses incurred through that date from the amount paid to EMARCD pursuant to sections 3 or 4, and refund the balance to the Association within thirty (30) days' request therefor.

10. Notices. Any notice, demand, request, consent, approval, or communication that

either Party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To EMARCD at:
To Association at:

Elsinore-Murrubta-Anza Resource Conservation District (EMARCD)
31569 Canyon Estates Dr., Ste 113
Lake Elsinore, CA 92532
Fairway Estates Homeowners Association
c/o Ms. Tiffany Kalishovich, Professional
Community Management
11860 Pierce St., Suite 100
Riverside, CA 92505

11. Controlling Law. Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. The Parties expressly accept the jurisdiction and venue of the Riverside County Superior Court in any litigation brought to enforce or interpret this Agreement.

12. Entire Agreement. This instrument, including exhibits, sets forth the entire agreement of the Parties with respect to the Activities and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Activities, all of which are merged herein.

13. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

14. Attorneys' Fees. The prevailing Party in any litigation brought to enforce or interpret this Agreement shall be entitled to recover its attorneys' fees and all costs of litigation including, but not limited to, expert witness fees, in addition to any other relief to which it may be entitled. Fees and costs not included within those allowed by Code of Civil Procedure § 1033.5 shall be set forth in the Parties' pleadings and shall be proved in a bifurcated trial before the trial judge alone, the right to trial by jury being hereby waived, after the conclusion of the trial on all other issues.

15. Arbitration. 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.

ELINORE-MURRUBTA-ANZA
RESOURCE CONSERVATION
DISTRICT, a California resource
conservation district
FAIRWAY ESTATES HOMEOWNERS
ASSOCIATION, a California nonprofit mutual
benefit corporation

Name: _____
Title: _____
Date: _____
11/4/18

EXHIBIT A

Description of Activities:

(1) **Weeding: Remove and chip dead trees, branches, salt cedar, pampas grass, palm trees and 2 pepper trees. All chips will be hauled off sight.**

The Parties agree that EMARCD staff will have the discretion to determine the appropriate levels of weeding, trimming and debris removal for the area covered under this Agreement.

EMARCD ACTIVITIES SPREADSHEET

(See Attached)

FAIRWAY ESTATES HOA - EXHIBIT A1

Item #	Item Category	Activity Category	Activity/Expense	Frequency	Notes	
1	a	Annual Report	Required to operate under 1600 Permit	Once	Report to CDFW	5 Hours
2	a	Weed Control	Weed Removal/Treatment	2 Day (includes mileage)	Remove dead branches & non-native invasives species off-site. Species include but are not limited to: Pampas grass, palm trees, pepper trees	
3	a	Monitoring	Monitoring_ Invasive Removal	1 Days - 6 Hrs	Weed Infestation, Monitoring & Work	6 Hours

EXHIBIT B

AERIAL PHOTOGRAPH

(See Attached)



FAIRWAY ESTATES HOA - EXHIBIT A1

Item #	Item Category	Activity Category	Activity/Expense	Frequency	Cost(s)	Notes
1	a	Annual Report	Required to operate under 1600 Permit	Once	\$390.10	Report to CDFW 5 Hours @ 78.02 Per Hour
2	a	Weed Control	Weed Removal/Treatment	2 Days @ \$4,776.17 (includes mileage)	\$3,552.34	Remove dead branches & non-native Invasives species off-site. Species include but are not limited to: Pampas grass, palm trees, pepper trees
3	a	Monitoring	Monitoring Invasive Removal	4 Days - 6 Hrs @ 78.02 76 Miles @ 0.615	\$514.86	Weed Infestation, Monitoring & Work 6 Hours @ \$78.02 per hour Mileage - 76 miles = \$46.74
TOTAL					\$4,457.30	

FLOOD

CONTROL

CARCD Community Outreach Fund 2018

APPLICATION BACKGROUND AND GUIDANCE

CALIFORNIA USDA-NRCS and the California Association of Resource Conservation Districts (CARCD) are offering a first-of-its kind community outreach fund program. The vision is to create more resource conservation by reaching out and involving historically underserved producers at the field level. CARCD is administering the program that is open to RCDs and other non-profits interested in working towards these objectives in conjunction with their local NRCS field office. Quality projects are sought that will result in tangible, documented outcomes. However, given the small size of these grants, it is intended that they will provide a modest infusion of resources to support a broader outreach strategy. Funds are available to support educational activities, materials, workshops, field days, seminars, tours, demonstrations, brochures, fact sheets and other opportunities to expand conservation awareness and participation to all.

Proposal limitations:

- Applications for automated data processing, telecommunication equipment and computer hardware and software will not be accepted
- Research is not the focus of these grants, research projects in general will not rate favorably
- Youth education is not the focus of this program. This program targets beginning and current agricultural producers. *(Some work with schools may be considered on a case by case basis if it otherwise fulfills grant objectives.)*
- Salaries and costs must be justifiable; especially those which appear unusually high.

Time Lines:

Proposed activities and final reports and invoices must be submitted as follows:

- 2nd Round of Applications Due: April 2, 2018 (Due Date Extended: April 30, 2018)

2nd Round Projects must be complete and final reports submitted by November 01, 2018

Application Requirements

- Small grants available up to \$2,000; one grant per organization
- Application should not exceed 1,000 words
- Provide executive summary (outreach overview)
- Clearly identify participating partners and support organizations
- Identify the target customer group (historically underserved in the location of focus)
 - Identify how the new customers will be engaged (traditional media/ social media / one-on-one, etc.)
- Clearly identify natural resource being improved
- Outline proposed budget (see allowable and non-allowable uses below); no specific match is required but effective use of funds and partnerships will result in a higher project score
- Applications available at CARCD.ORG
- Secure concurrence by local NRCS office
- Submit applications to CARCD at kristen-murphy@carcd.org by April 02, 2018
- Final Summary reports are due by November 01, 2018 (end of project)

CARCD Community Outreach Fund 2018

Post Project Report Requirements

- Provide project summary and receipts of incurred expenses by indicated timeline.
- Clearly document proposed project and detail success
 - Provide Pictures of event/workshop (video optional)
 - Provide copy of event/workshop Flyer/newsletter etc.
 - Provide copy of Agenda for event/workshop
 - If possible provide demographic information on customers reached (optional)
 - Provide Sign in Sheet of Farmers & Ag Partners in attendance
 - Provide surveys of event/workshop
 - Report result of applications/contracts/field assistance

Non-Allowable use of Funds:

- Purchase of food/nutrition
- Room / overnight accommodations
- Purchase of Alcohol / Drinks
- Purchase of Apparel
- Postage of any kind
- Salaries for federal government employees
- Promotional items
 - Prizes
 - Gifts
 - Giveaway items
- Ongoing production of routine functions
 - Newsletters
 - Annual Reports
 - Conferences
 - Recurring tours
 - Proposed activities should go beyond current activities and plans that would occur without funding
- Instructor training/certification (*Funds intended for the direct education of producers*)
- Equipment Purchase
 - Durable Equipment
 - Furniture
 - Computer hardware & software
 - Machinery
- And other prohibited use of funds as determined by contracting officer

Allowable use of Funds:

- Educational items
 - Development
 - Printing
 - Distribution
 - (Excluding postage)

CARCD Community Outreach Fund 2018

- Guest Speakers
 - Travel
 - Honoraria
- Secure/Rent a Venue
 - To implement educational activities
- Gas for vehicles
 - *Mileage for vehicle use may be charged but a budget must include the rate per mile and estimated travel distance*
- Equipment Rental
 - Transportation
 - E.g. Bus farmers to workshop/event
- Administrative
 - Max 10% actual direct cost
- Employee time
 - Staff
 - Personnel
 - Other than Federal employees
 - All personnel must be listed separately and salaries must include the cost per hour and the total number of hours for each position, *Maximum 20%*. Benefits should be listed separately (do not include administrative hours).

How your project will be scored:

- Executive Summary (overall outreach project and likelihood of future growth) **30%**
- Effective use of partnerships **25%**
- Method of engaging desired customer group (one on one, social media, traditional media) **15%**
- Use of proposed budget **15%**
- Demonstrated meeting of objectives **15%**

CARCD Community Outreach Fund 2018

USDA Natural Resources Conservation Service California/CARCD Mini Outreach Grant Project Proposal

Additional pages may be submitted but application should not exceed 1,000 words.

Project title:

Applicant name, address and contact information:

Concurring NRCS District Conservationist:

Location of proposed project:

Executive Summary: (Clearly state how this effort is part of an overall long term goal of having the underserved community participate in local conservation efforts. Explain: How will this result in more contracts, program assistance and conservation at the field level?) *30% of score*

Participating partners and their roles: (Effective use of partnerships) *25% of score*

Targeted customer group: (method of engaging desired audience: traditional media, social media, one on one etc.) *15% of score*

CARCD Community Outreach Fund 2018

Resource conservation need: (Clarity in description of meeting outreach objectives: e.g. irrigation management, cover crops, soil health, grazing management etc.)

Proposed Budget: (materials, salary, supplies, rentals etc. Must not exceed \$2,000. No funds have been allotted for budget over runs): *15% of score*

Proposed means of demonstrating success: (attendance sheets, evaluations, new conservation plans, conservation contracts etc.) *15% of score*

Approving District Conservationist

POC Signature

Date

OLD BUSINESS

NEW BUSINESS

Attachment "B"

**ELSINORE MURRIETA ANZA RESOURCE CONSERVATION DISTRICT
REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS**

To: Board of Temecula - Elsinore - Anza - Murrieta RCD

From: Rose Corona - President

Subject: Request for Destruction of Obsolete Records

I am requesting approval to destroy the obsolete records listed below.

DATES OF RECORDS	DESCRIPTION OF RECORD
	see attached

(If additional space is needed to describe records, please attach additional pages.)

APPROVED

Employee Name & Title

Date

District Manager

Date

The obsolete records described above or on any attached pages were destroyed under my supervision using the following method: Shredding Burning
 Other (specify method)

I certify that such destruction meets the requirements of the EMA Resource Conservation District Records Retention and Destruction Policy and Records Retention Schedule adopted on _____, 2014, and all applicable requirements of State and federal law.

District Manager

Date of Records Destruction

DATES OF RECORDS**DESCRIPTION OF RECORD**

JANUARY, 2015	MEETING PACKET
FEBRUARY, 2015	MEETING PACKET
MARCH, 2015	MEETING PACKET
APRIL, 2015	MEETING PACKET
JUNE, 2015	MEETING PACKET
JULY, 2015	MEETING PACKET
AUGUST, 2015	MEETING PACKET
AUGUST, 2015	SPECIAL MEETING PACKET
SEPTEMBER, 2015	MEETING PACKET
OCTOBER, 2015	MEETING PACKET
NOVEMBER, 2015	MEETING PACKET
DECEMBER, 2015	MEETING PACKET