

Application for CARCD's Capacity Building Program

Capacity-Building Area: Individual Learning/Organizational Assessments

Through Individual Learning / Organizational Assessment, individual RCDs will be able to invest and grow their capacity at their own pace. Organizational assessments will identify training and support needs for each participating district. Direct workshops and long-range planning projects will help these districts address their core needs and specific opportunities.

RCDs will work closely with a Solid Ground consultant on the assessments and organizational development plans, supported with training and/or planning programs.

Please tell us your interest in participating in an Organizational Assessment process.

30. How interested are you in having your RCD participate in an Individual Learning/Organizational Assessment?

- ☐ Very Interested
- ☐ Interested
- ☐ Not Interested
- ☐ Not Sure

Application for CARCD's Capacity Building Program

Organizational Assessments

31. If you indicated an interest in participating in Organizational Assessments, can your RCD make the following commitments?

	Yes	No	Not Sure
Get concurrence from your board of directors to carry out an Assessment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Assign someone to gather requested documentation to prepare the Assessment	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Schedule and support 1-2 all day sessions at your district with staff and board for planning or training purposes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

32. Please name two people who could serve as champions for organizational development at your district.

Board leader

Staff leader

33. We are unsure what the cost of participation might be. Cost will depend on the location of the group meetings and how far RCDs might have to travel to participate. Can your RCD cover your own staff costs to participate, or would you need some financial support to help cover the cost of your staff time?

- ☐ We could cover our own costs
- ☐ We would need additional funding to support our participation
- ☐ Unsure

34. Please tell us why participating in an organizational assessment would be beneficial to your district

Application for CARCD's Capacity Building Program

Capacity Building Area: Durable Collaboration

Durable collaborations are robust, long-lived, and mutually beneficial partnerships. The CARCD regional Durable Collaboration cohort of the capacity building program supports the Vision of RCDs to be "sought after, critical partners in an active and local natural resource network."

By working with this diversity of issues, Solid Ground and the CARCD will identify key issues and learn lessons that can be applied to the development of robust partnerships in all parts of the state.

Please tell us your interest in exploring ways to collaborate with other RCDs. Note: answers to these questions may be shared with CARCD and a selection committee.

35. How interested are you in Durable Collaborations - identifying opportunities for your RCD to partner with other nearby RCDs to leverage strengths, explore opportunities to better share resources and build mutually beneficial, long-lasting partnerships?

- ☐ Very Interested
- ☐ Interested
- ☐ Not Interested
- ☐ Not sure

36. If you indicated an interest in Durable Collaborations, what areas of potential collaboration would you like to explore?

	▲
	▼

Thank you!

37. Please share any final comments or questions.

California Association of Resource Conservation Districts
801 K Street, 18th Floor
Sacramento, CA 95814
(916) 457-7904
(916) 457-7934 (fax)
www.carcd.org

RESOURCE
CONSERVATION DISTRICTS

July 15, 2015

RE: Resolutions and Voting Instructions

The business session for the 2015 California Association of Resource Conservation Districts (CARCD) will be held on Thursday, November 19th, starting at 4:30pm. Material to be covered includes the presentation of candidates for office, presentation of election representatives and introduction of resolutions. The activities of the association will resume on Saturday, November 21st at 8:00am with consideration of resolutions and the election of officers for 2016.

For the business sessions operating procedures are:

RESOLUTIONS

1. Resolutions need to be submitted to the CARCD Executive Committee by September 1, 2015.
2. All submitted resolutions will be reviewed by the appropriate issue committees at their committee during the Annual Conference. Committees will make recommendations on the assigned resolutions and will prepare any proposed amendments to the resolutions. Proposed amendments are to be given to Karen Buhr, Executive Director by 6:00pm on Friday, November 20th.
3. Proposed resolution changes will be provided to all delegates by 7:30am on Saturday, November 21st. Delegates should pick-up material at the back of the business meeting room before the meeting begins.
4. At the business session, copies of the proposed resolutions reflecting the proposals of the committees will be available for all to review. And modifications to the proposed resolutions will be discussed to assure understanding of the proposal with any substantial amendments.
5. Delegates will determine the final resolution as defeated, approved or approved as amended.

OFFICER VOTING

1. Nominations will be made at the business session on Thursday, November 19th.
2. Candidate speeches will be made on end of session on Thursday.
3. Delegates will vote between 8:00am and 10:00am, Saturday, November 21st at a location set at the back of the business session.
4. Delegates will sign the credential sheet placed at the business session. The credential sheet identifies all eligible voting Districts and their delegate or alternate.

A copy of the current bylaws will be available for all delegates. If any questions occur an assigned parliamentarian will provide guidance based on the existing bylaws and Robert's Rules of Order. It is hoped that all association business can be resolved using an open discussion approach with little need for formal parliamentary procedure.

As your President, I am committed to providing adequate time for all Districts to assure that your concerns and ideas are adequately addressed. I'm looking forward to a successful 2015 Annual Meeting that will set the state for exciting achievements by the California RCD's throughout 2016.


Sherman Boone
President

Correspondence



RESOURCE
CONSERVATION DISTRICTS

2015 CARCD CONSERVATION EDUCATION SPEAK-OFF

TOPIC:

"How can RCDs become more involved with conservation education?"

RULES:

Contestant Qualifications:

- Must be a high school student, grades 9-12, at the time of state conference in November.
- Any prior state winner is not eligible as a contestant.
- Must have an interest in agriculture, resource conservation or the environment.
- Contestants **MUST** speak at the regional level to compete at the state level.

Application Requirements:

- Each contestant must fill out and submit an application form to their local Resource Conservation District office.
- The application must include: name, address, phone number, school, grade, age, club affiliations, and a brief statement about interest or involvement in agriculture, conservation or environmental practices. Please see attached application.

Speech Requirements:

- Speaking order will be determined by drawing numbers.
- The speech will be three to five minutes in length, including the salutation and title.
- The speaker shall **NOT** introduce themselves or state what school they represent. However, mentioning their county or area is allowed.
- Notes will be allowed at the district and regional levels, but not at the state level.
- No props, costumes, or visual aids will be allowed at any level.
- The speech **MUST** include a link to Resource Conservation Districts.

Judging:

- There will be three judges and a timekeeper at the district, regional, and state speak-offs.
- It is the Regional Director's responsibility to include the speak-off on a meeting agenda and to secure regional judges and a timekeeper.
- Judges and timekeepers shall **NOT** be related, in any way, to contestants.
- At the regional level, directors from districts with contestants **CANNOT** be judges or timekeepers.
- At the state level, directors from districts with contestants **CANNOT** be judges or timekeepers.
- At the regional level, any questions will be decided by the Regional President. At the state level, questions will be decided by the Speak-Off Committee or the Conservation Education Committee.

All regional winners will receive plaques at the state speak-off. The state speak-off winners will receive:

1st Place - \$300
2nd Place - \$200
3rd Place - \$100

More Information at: <http://www.carcd.org/education0.aspx>

Delegate Credential

California Association of Resource Conservation Districts
801 K Street, 18th Floor • 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 2015 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

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801 K Street, 18th Floor • 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 2015 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



RESOURCE
CONSERVATION DISTRICTS

69th Annual CARCD Conference Award Nominations

The California Association of Resource Conservation Districts recognizes the contributions and achievements of all members of the RCD Community. The nominees will be selected based on the quality and content of the recommendations submitted. The winning Director, District, Employee, and Volunteer will be announced at the Annual Awards Dinner during the CARCD Conference in November.

Director of the Year
District of the Year
Employee of the Year
Volunteer of the Year

Name: _____
RCD: _____
Nominated By: _____

SUBMISSION DEADLINE: October 9, 2015

NOMINATION PROCEDURES:

Complete this cover sheet and the corresponding questionnaire to enter your nomination for the award.

The selection committee will select one winner based on the quality and content of the recommendations submitted.

Nominees' names and Districts will not be available to the selection committee until after a winner has been selected.

The winners will be announced at the CARCD Annual Meeting Awards Dinner.

Submit Forms to:

CARCD

801 K Street, 18th Floor

Sacramento, CA 95814

(916) 457-7934 [FAX]

emily-sutherland@carcd.org

Director of the Year

Please include your reasons for selecting your nominee by answering the questions below. The award winner will be selected solely based on the information you include here. Judges will not know the name of the individual candidate until they have made their selection. Be as complete as possible in your responses.

- 1. Please indicate the extent of leadership involvement displayed by your Director in local conservation programs (i.e. CRMP, RC&D, etc.).**
- 2. Describe the Director's leadership involvement in community conservation education.**
- 3. Describe the Director's effectiveness in carrying out District responsibilities and assignments.**
- 4. Describe the Director's involvement in District, Area, State, and National committee functions.**
- 5. Portray your Director's creativity and leadership in developing special projects within the District.**

District of the Year

Name of District: _____

CARCD Region: _____

Contact Person: _____

E-mail Address: _____

Please fill in the rating criteria below and attach additional pages with explanations and supporting documentation.

Scoring:									
Excellent			Average			Fair		Poor	
10	9	8	7	6	5	4	3	2	1

OUTSTANDING DISTRICT RATING CRITERIA

MISSION

1. Long Range Plan.....
2. Annual Plan.....
3. Annual Report.....

PROGRAM

1. Regular Meetings.....
2. Provides Local Leadership (may include outreach, newsletter).....
3. Education Element.....
4. Resource Projects (Planning and/or Implementation).....
5. Directors are actively involved with districts activities.....
6. Member of CARCD.....
7. District has Day in the District Tour.....
8. District attends Day in the Capitol.....
9. District attends Annual Meeting

ACCOMPLISHMENTS

1. Projects planned or installed.....
2. Comments provided on issues affecting district.....
3. CRMP or Watershed group activities with district leadership
4. Envirothon, Speak-Off or other education program sponsored
5. Additional assistance obtained to support district plan.....
6. Other.....

Note: District could have accomplishments in many ways and with limited funds. We want to recognize those who have promoted RCD's and who have provided the needed local leadership.

ENHANCEMENTAND/OR IMPROVEMENT

1. Additional funds and support obtained for district.....
2. Completing requirements for grants in Division 9
3. Recognized by other organizations and groups
4. Other.....

Employee of the Year

Please include your reasons for selecting your nominee by answering the questions below and on the following pages. The award winner will be selected solely based on the information you include here. Judges will not know the name of the individual candidate until they have made their selection. Be as complete as possible in your responses.

- 1. Discuss the employee's knowledge of District programs, work plans, reports, etc.**
- 2. Describe the employee's skills in public relations, communication, community relations, and ability to work with other agencies and organizations.**
- 3. Describe the employee's organizational abilities, work efficiency, and creativity in conducting the business of your District.**
- 4. Describe how the employee demonstrates leadership ability in creating or working on new or special District programs.**
- 5. State the level in which the employee is involved in CARCD area meetings and in CARCD workshops and training.**
- 6. Discuss the employee's ability to create public awareness of District programs and involvement in conservation education programs.**

Volunteer of the Year

Please include your reasons for selecting your nominee by answering the questions below and on the following pages. The award winner will be selected solely based on the information you include here. Judges will not know the name of the individual candidate until they have made their selection. Be as complete as possible in your response.

- 1. Discuss the volunteer's knowledge of District programs, work plans, reports, etc.**

- 2. Describe the volunteer's skills in public relations, communication, community relations, and his or her ability to work with other agencies and organizations.**

- 3. Describe the volunteer's organizational abilities, work efficiency, and creativity in conducting business in your District.**

- 4. Describe how the volunteer demonstrates leadership ability in creating or working on new or special District programs (please include examples if applicable).**

- 5. State the level in which the volunteer is involved in CARCD area meetings and in CARCD workshops and training.**

- 6. Discuss the volunteer's ability to create public awareness of District programs and involvement in conservation education programs.**

California Association of Resource Conservation Districts

70th Annual Conference - Registration Form

One registration form per person
Please print name as it should appear on nametag

Name: _____

RCD or Organization: _____

Address: _____

Phone: _____

E-mail: _____

Please check all that apply:

Early Registration – before September 8th

RCD Directors and Staff

Conference Registration – 2 Day

☐ Early Registration (\$345) ☐ Regular Registration (\$365)

Partners and Guests

Conference Registration – 2 Day

☐ Early Registration (\$365) ☐ Regular Registration (\$385)

Conference Registration – 1 Day

Thursday, November 19th

☐ Early Registration (\$225) ☐ Regular Registration (\$245)

Conference Registration – 1 Day

Friday, November 20th

☐ Early Registration (\$225) ☐ Regular Registration (\$245)

Training Sessions

Wednesday, November 18th

☐ Yes! Please add training sessions to my registration (free)

Friday Night Dinner

☐ Early Registration (\$25) ☐ Regular Registration (\$35)

Tour – Forestry Committee Tour

Saturday, November 21st – 1pm

☐ Early Registration (\$50) ☐ Regular Registration (\$60)

Tour – TBD

Saturday, November 21st – 1pm

☐ Early Registration (\$50) ☐ Regular Registration (\$60)

Bringing a guest? Name: _____

Meal Tickets:

Thursday, November 19th

☐ Lunch (\$35)

☐ Awards Banquet Dinner (\$45)

Friday, November 20th

☐ Lunch (\$35)

☐ Friday Night Dinner (\$35)

TOTAL DUE: \$ _____

Make Checks Payable to: CARCD

\$25 cancellation fee

No refunds after October 30th, 2015

Online registration available at: www.carcd.org

Click on Meeting & Events Tab / Annual Conference

Please mail, fax or email registration to:

601 K Street, 18th Floor

Sacramento, CA 95814

(916) 457-7934

jordan-power@carcd.org

California Association of Resource Conservation Districts

Message from the Executive Board Members of CARCD >>>

What a pleasure it was for us to be able to attend so many regional meetings! It was great to see you all and experience what makes RCDs so powerful. We are powerful because of the large number of RCDs doing magnificent work in service of their communities. Seeing what you do and do so well was the highlight of our spring. We truly have some magnificent RCDs in California!

In touring the state, we were pleased to see how many of you are working on incorporation the vision and standards into your district to make yourselves even better! Thank you for embracing capacity building and your big steps forward. We recognize how much work it takes from the work we are doing to implement the vision and standards in our own districts. Thank you for making that commitment!

We wanted to take this opportunity to give you and update on Capacity Building. The Task Forces are hard at work this summer to unroll a program that will provide you with the support you need to become stronger, more resilient RCDs. The first order of business is the resource library and webinars. We plan to have the library working by the end of the summer. The library will include tools, resources, templates and more to support you in your daily work. We are also working on launching two durable collaborations. These collaborations will be RCD regions that are ready to explore and commit to a regional collaboration and resource sharing in order to build stronger RCDs by building stronger regions. Finally, we are developing the applications for the first set of RCDs to receive individual assistance. Look for these developments

by early fall and we all look forward to a celebration of our progress at the conference in November in Yosemite!

We are working on some tremendous opportunities for RCDs and we are proud to be able to offer these to you.

Keep up the good work!

Sherman Boone
CARCD President
East Stanislaus RCD

Glenn Franklin
CARCD Vice President
Mariposa County RCD

Igor Skaredoff
CARCD Secretary-Treasurer
Contra Costa County RCD

Update on Capacity-Building for California's RCDs: CARCD & Solid Ground Consulting Partnership

>>> By Chris Gardener, CARCD

CAPACITY BUILDING PROGRAM KICKS OFF

We are proud to announce that the Capacity-Building for California's RCDs project kicked off in April! This program is a partnership between CARCD, Department of Conservation, Sustainable Conservation and Solid Ground Consulting to help RCDs better meet the needs of their communities now and to be the go-to hubs for resource conservation in the future. Through training and support, this program will help ensure that every RCD in California has the tools and resources it needs to operate efficiently and effectively. The project includes several program areas that will support RCDs on an individual, regional and state-wide level. In addition, CARCD will complete a strategic plan to increase its own capacity to serve California's RCDs.

RESOURCE LIBRARY

A major aspect of the capacity building program is the new and improved Resource Library that CARCD will house, in partnership with Department of Conservation. This library will link directly

back to the documents released from Solid Ground, and will also be cataloged for general RCD use. We are VERY excited about this part of the project, but it is a major undertaking for the CARCD. We are working diligently to have that new library open for business this fall. Please feel free to contact us for assistance with resource and materials requests until that time.

THE NEW RESOURCE LIBRARY FOR RCDs WILL GO LIVE NOVEMBER 2015.

PATHWAY TO EXCELLENCE ASSESSMENT TOOL

The RCD community should be proud of the adopted Standards that define a pathway towards excellence in serving the resource conservation needs of our communities! Solid Ground is close to finishing a self-assessment document that will serve as a tool to further evaluate themselves and identify opportunities. The new Assessment Tool is also helpful because it contains a reference to the resource library catalog location of the exact resource needed to help achieve each goal.

TASK FORCES

Each program area now has a task force with three or four RCD representatives (Directors and Staff) assigned to ensure it best meets the needs of the Districts. Task force members are already engaged in some areas and all will be working to help ensure accuracy and relevance throughout the program.

SELECTION PROCESS

Solid Ground, working with CARCD, has proposed a process to help select which RCDs participate in the Organizational Assessments and the Leadership Circles. The "Vision and Standards Implementation Committee," formerly the "Design Review Team," has already provided significant input on this process. Once approved by the Committee, the next step will be for the districts to fill out an application form where you will indicate needs and interests for your RCD. Look for the application to come by the end of this month.

To learn more about CARCD's capacity-building program, contact Chris Gardener at (925) 997-8950 or chris-gardner@carcd.org.

Message from the Executive Board Members

What a pleasure it was for us to be able to attend so many regional meetings! It was great to see you all and experience what makes RCDs so powerful. We are powerful because of the large number of RCDs doing magnificent work in service of their communities. Seeing what you do and do so well was the highlight of our spring. We truly have some magnificent RCDs in California!

In touring the state, we were pleased to see how many of you are working on incorporating the vision and standards into your district to make yourselves even better! Thank you for embracing capacity building and your big steps forward. We recognize how much work it takes from the work we are doing to implement the vision and standards in our own districts. Thank you for making that commitment!

We want you and your Task Force to provide a summer become The first library and library work The library template your daily launching These committees that are regional sharing information by building are developing first set assistance

Update on Capacity-Building for California

>>> By Chris Gardener, CARCD

CAPACITY BUILDING PROGRAM KICKS OFF

We are proud to announce that the Capacity-Building for California's RCDs project kicked off in April! This program is a partnership between CARCD, Department of Conservation, Sustainable Conservation and Solid Ground Consulting to help RCDs better meet the needs of their communities now and to be the go-to for resource conservation in the future. Through training and support, this program will help ensure that every RCD in California has the tools and resources it needs to operate efficiently and effectively. The project includes several program components that will support RCDs on an individual, regional and state-wide level. In addition, CARCD will complete a project to increase its own capacity to serve California's RCDs.

LIBRARY

One of the capacity building projects is the new and improved library that CARCD will house, which, with Department of Conservation, this library will link directly

back to Solid Ground for general excited about it is a major We are new library Please assistance requests

THE NEW RCDs WILL

PATHWAYS ASSESSMENT

The RCDs the adoption pathway the resolution community finishing that will evaluate opportunities Tool is a reference location help achieve

CARCD Conference Recap:

Lots to Celebrate!

>>> By: Jordan Power, CARCD

Last November approximately 200 conservationists from across the state flocked to Southern California's sunny beaches to discuss, "What Works in Conservation". As the 69th Annual CARCD Conference in Ventura marked 75 years of RCDs in California, this was an ideal opportunity to look back on all that RCDs have accomplished as well as look ahead and plan for the future of conservation in California.

We could not let this momentous marker pass by without a proper celebration! Thanks to Amanda Platt, Richard Casale and others, conference attendees were treated to a birthday party for RCDs complete with cake! The celebration included a presentation highlighting RCD projects and the long lasting partnership between RCDs and NRCS. Attendees were also able to peruse through RCD "artifacts" from across the state, spurring great conversation on how our approach to conservation has changed. With a timeline of RCD successes, awards, and more, this trip down memory lane was a great way to kick off conference. We look forward to what RCDs can accomplish in the next 75 years!

In part of that preparation, we were also able to celebrate the unveiling of our unified plan for the future, the Vision and Standard documents. After a lot of hard work from over 70 conservation all-stars throughout the state these documents will aid RCDs to build community awareness, address local needs, and provide exemplary service. Together we can continue to build a network of RCDs that are visible, relevant, and excellent.

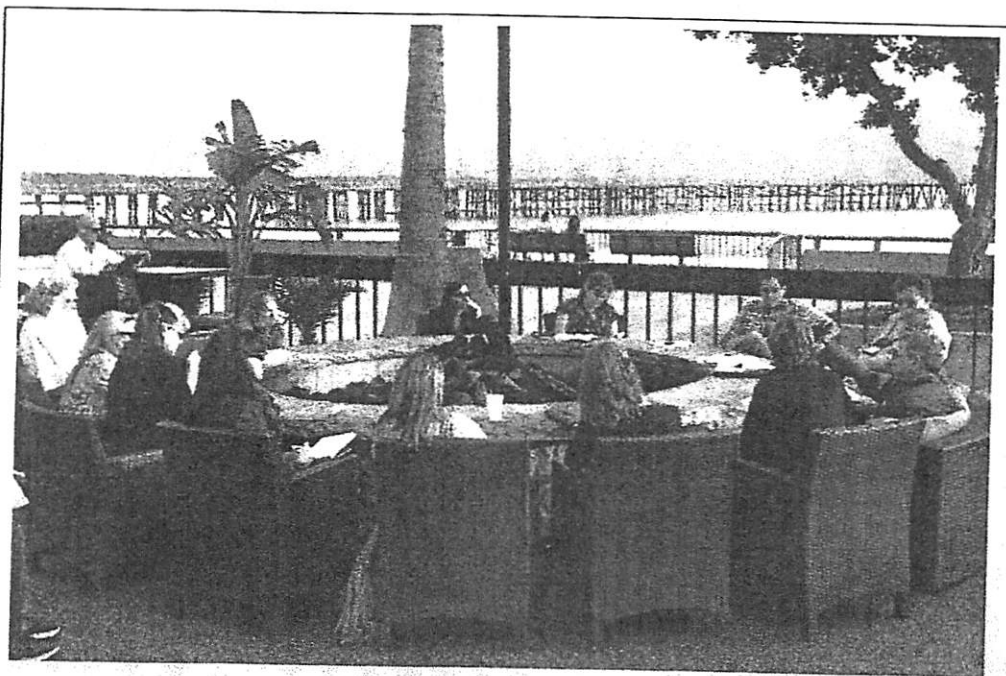
The traditional conference began on Thursday morning with a jam-packed opening session. There were addresses by Senator Hannah Beth Jackson, Assemblymember Das Williams, Fran Spivy-Weber, Cachuma RCD, the RCD of Santa Cruz County and more! As the

breakout sessions began in the afternoon, conference attendees delved deeper into, "What Works in Conservation". RCDs and partners across the state gave over 70 presentations on the diverse issues that they tackle daily to protect our natural resources. Topics included rethinking water, environmental education, urban conservation, rangeland, finding local solutions to statewide problems, how to demonstrate the value of conservation and more. If you missed a session that interests you, you still have a chance to view the 2014 presentations on the CARCD website thanks to the generosity of our presenters.

New to conference this year, CARCD was proud to host a series of small group discussions called "Sea-Side Chats". With the sun overhead and the sound of the waves crashing on the beach, participants gathered around the hotel's outdoor fire circle and spoke

with key players in resource conservation and legislation. Great conversations were held with Senator Hannah Beth Jackson, DOC director Mark Nechodom, Felicia Marcus and more! Join us in November for our Yosemite version, "fire-side chats"! We look forward to holding the 70th Annual Conference in such an iconic natural area!

Thank you to Ventura, Cachuma RCDs and the RCD Santa Monica Mountains for hosting such a successful conference! We also could not have done it without donations from our 25 generous sponsors, including Department of Conservation, Sustainable Conservation, NRCS, Best Best and Keieger, LLP, The Sierra Nevada Conservancy, and more! And finally, thank you to all who participated, volunteered and presented during conference.



2014 Conference attendees sit around the fire pit to discuss forest in one of the "Sea-Side Chats". Photo by Rich Casale

Conservation Strategies Group (CSG) Legislative Update

>>> By: Tasha Newman, CSG

State Budget Update: Cap & Trade and Prop 1

On June 24, 2015, Governor Brown signed the 2015-16 budget, which includes over \$1 billion in cap and trade revenue and \$1.8 billion from Proposition 1.

The cap and trade revenue is allocated to programs that receive continuous appropriations as agreed upon in the budget negotiations of 2014-15. These programs include High Speed Rail, Sustainable Communities and Affordable Housing, and Transit and Intercity Rail. An additional \$1 billion more in proposed allocations, including those for natural resources objectives, will be negotiated throughout the summer to determine how this funding will be expended. In the final weeks of the budget process, the Senate and the Assembly each released their own cap and trade expenditure proposals that altered the Governor's proposal.

The Senate proposal increases the Governor's proposal by \$500 million, shifts the forest health money (about \$1 million) from CALFIRE to the Wildlife Conservation Board, fixes a percentage of the Sustainable Communities funding for agricultural lands conservation (about \$40 million 2015-16) and provides \$50 million Agricultural Energy and Operational Efficiency.

Assembly proposal adds \$180 million for 12 new categories of funding including, \$50 million for Biomass Energy Generation, \$25 million for Transportation Grants, and \$10 million for a river revitalization and nway development program.

2015-16 budget also appropriates \$1 billion of Proposition 1 funding to

various departments and state conservancies, with a focus on treating contaminated groundwater, recycled water, water use efficiency and conservation, and watershed restoration.

Proposition 1 programs are coming on line. In July we will likely see requests for proposals from the Department of Fish and Wildlife, the Wildlife Conservation Board, and many of the state conservancies. These programs may provide funding opportunities for RCDs.

Department of Fish and Wildlife - Watershed Restoration Grant Program and the Delta Water Quality & Ecosystem Restoration Program (Prop 1 Ch. 6 program)

The Department of Fish and Wildlife (DFW) released their Draft Proposition 1 Implementation Guidelines for the Watershed Restoration Grant Program and the Delta Water Quality & Ecosystem Restoration Program. Proposition 1 authorizes \$285 million to DFW for the Watershed Restoration program, and \$87.5 million to DFW for the Delta Water Quality & Ecosystem program. The Governor's proposed 2015-16 budget allocates \$31.4 million total for the two DFW programs.

Projects under these two programs should emphasize ecosystem restoration. In order to receive funding, projects must also be consistent with the California Water Action Plan and WCB's Strategic Plan objectives, and benefit fish and wildlife. It is a competitive grant program and eligible applicants include public agencies, districts, nonprofit organizations, public utilities, federally recognized Indian tribes, state Indian tribes, and mutual water companies.

Wildlife Conservation Board - California Stream Flow Enhancement Program (Prop 1, Ch. 6 Program)

In June, the Wildlife Conservation Board (WCB) released the final Guidelines for the California Stream Flow Enhancement Program. Proposition 1 includes \$200 million dollars for the new program, and the Governor's proposed budget allocates \$38.9 million for the program for Fiscal Year 2016.

The California Stream Flow Enhancement Program will fund projects that enhance stream flows. In order to receive funding, projects must also be consistent with the California Water Action Plan and WCB's Strategic Plan objectives, and benefit fish and wildlife. It is a competitive grant program and eligible applicants include public agencies including districts, nonprofit organizations, public utilities, federally recognized Indian tribes, state Indian tribes, and mutual water companies.

Eligible projects include, but are not limited to:

- ❖ Water transactions
- ❖ Acquisition of water
- ❖ Habitat restoration
- ❖ Streamflow gauging
- ❖ Water efficiency
- ❖ Improved surface and groundwater management
- ❖ Conjunctive use and groundwater storage banks
- ❖ Reconnecting flood flows with restored flood plains
- ❖ Reservoir operations both at existing and new storage sites

The draft PSN for this program was released in June. Final PSN is expected in late July.

Save the Date!

**CARCD's 70th Annual Conference
November 18th-21st, 2015
Tenaya Lodge
Yosemite, CA**

"Healthy Forests, Healthy Soils, A Resilient California"

CARCD's 70th Annual Conference

The presentation proposals are in and the 75th Annual CARCD Conference, "Healthy Forests, Healthy Soils, A Resilient California" is starting to take shape. Participants will engage with conservation experts in the fields of forestry, soil, water and more as well as plan for the future of RCDs with a free day of training on the new Vision and Standards. Be sure to join us, November 18th-21th at the Tenaya Lodge in Yosemite, California.

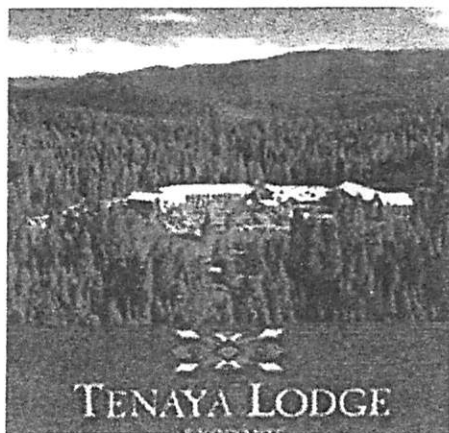
Located near the geographic center of California, Yosemite National Park is a world-wide outdoor destination. With direct shuttles from Fresno airport, the Tenaya Lodge is easily accessible, yet feels remote surrounded by the Sierra National Forest. Take advantage of this year's beautiful location and make conference a vacation you will remember. The Tenaya Lodge offers a wide range of amenities and services both on-site and in the iconic park. With child and pet care services, you can bring the whole family to enjoy activities such as; guided flash light hikes in the evening, tours of Yosemite, the hotel's five pools and hot tubs, and much more. We strongly encourage you to browse through the Tenaya Lodge website at www.tenayalodge.com to view all that they have to offer (much more than we could fit here!).

We hope to see you in November! Registration will be opening soon. Stay tuned and sign up early for an early bird discount and chance to win one of three exciting prizes.

**Stayed tuned to the CARCD website in the next few months for more information:
www.carcd.org – Meeting and Events Tab – Annual Conference**



RESOURCE





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Correspondence

Featuring Speakers From:

- Best & Krieger LLP
- Building Industry Association of Southern California (BIASC)
- CA EPA State Water Resources Control Board
- David Taussig & Associates
- Eastern Municipal Water District
- HDR, Inc.
- Jackson DeMarco Tidus Peckenpaugh
- Krause Kalfayan Benink & Slavens, LLP
- Morris Polich & Purdy LLP
- Nossaman LLP
- Orange County Water District
- Poseidon Water LLC
- Ramboll-Environ North America
- Recupero & Associates, Inc.
- Rutan & Tucker, LLP
- Santa Ana Watershed Project Authority
- Riverside County Transportation and Land Management Agency

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Elsinore-Murietta-Anza Rcd
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Correspondence



BETTY T. YEE
California State Controller
Division of Accounting and Reporting

August 7, 2015

District Fiscal Officer
Elsinore - Murrieta - Anza Resource Conservation District
21535 Palomar Street, #A
Wildomar, CA 92595-7763

RE: 2014-15 Special Districts Financial Transactions Report

Dear District Fiscal Officer:

This letter provides information regarding the 2014-15 Special Districts Financial Transactions Report (FTR). Government Code (GC) section 53891 requires the financial transactions of each local agency to be submitted to the State Controller's Office (SCO) within 90 days after the close of the fiscal year or within 110 days if filed electronically.

The financial reports are due September 28, 2015. If filing electronically, the due date is October 19, 2015. Please submit the following documents:

- Financial Transactions Report
- U.S. Bureau of Census survey form
- Government Compensation in California (GCC) Report (if applicable)
 - Information regarding the 2014 GCC Report was mailed in June 2015

Please visit www.sco.ca.gov/ard_locinstr_districts_forms.html for the electronic reporting program, as well as paper reporting forms, instructions, and information. Special District Reporting staff is available if you need assistance with downloading the electronic program.

If filing electronically, your username and password for the electronic reporting program are as follows:

Username: Elsinore - Murrieta - Anza Resource Conservation District

Password: 12363304300

Correspondence



BETTY T. YEE
California State Controller
Division of Accounting and Reporting

June 1, 2015

District Fiscal Officer
Elsinore - Murrieta - Anza Resource Conservation District
21535 Palomar Street, #A
Wildomar, CA 92595-7763

Re: 2014 Government Compensation in California Report

Dear District Fiscal Officer:

This letter is to provide information to prepare the 2014 Government Compensation in California (GCC) report, which is a supplement to your annual Special Districts Financial Transactions Report. **If you are not responsible for completing the GCC report, please route this letter to the appropriate department (e.g., Payroll or Human Resources).**

The 2014 GCC reporting templates and instructions are available on the State Controller's Office (SCO) website at: www.sco.ca.gov/ard_locinstr_lgcomp_forms.html. To submit your report using file transfer protocol, use the file folder address: <ftp://sd28wstc:PM637dpzq5@ftp.sco.ca.gov>.

Government Code section 53891 requires completed financial reports to be submitted to the SCO within 90 days after the close of the fiscal year. However, reports filed in the electronic format prescribed by the SCO may be submitted within 110 days after the close of the fiscal year. **Please submit paper reports on or before September 28, 2015, or reports in electronic format on or before October 19, 2015.**

Information regarding the Special Districts Financial Transactions Report will be sent in a separate mailing.

For questions concerning the 2014 GCC reporting requirements, please contact the Government Compensation Section at GCCsupport@sco.ca.gov or (916) 445-5153. You can visit the SCO's Public Pay website at www.publicpay.ca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Karen Garcia".

KAREN GARCIA, Manager
Government Compensation Section

Supplement to the Annual Report of Special Districts

Special District ID Number:	
Name of District:	

Mark the appropriate box below to indicate the ending date of your agency's fiscal year.
Report data for that period only.

- | | | | |
|---|--|--|-------------------------------------|
| <input type="checkbox"/> July 2014 | <input type="checkbox"/> October 2014 | <input type="checkbox"/> January 2015 | <input type="checkbox"/> April 2015 |
| <input type="checkbox"/> August 2014 | <input type="checkbox"/> November 2014 | <input type="checkbox"/> February 2015 | <input type="checkbox"/> May 2015 |
| <input type="checkbox"/> September 2014 | <input type="checkbox"/> December 2014 | <input type="checkbox"/> March 2015 | <input type="checkbox"/> June 2015 |

Return this form to the **California State Controller's Office**. If you have any questions regarding this form please contact:

U.S. Bureau of the Census, Robyn Harris, 1-800-242-4523

A. Personnel Expenditures

Please report your government's total expenditures for salaries and wages during the year, including amounts paid on force account construction projects.

Z00:	\$
------	----

B. Capital Outlay Expenditures for Enterprise Activities

Please report your government's capital outlay expenditures for the following enterprise activities, if applicable:

Airport Enterprise	Amount
Land and Equipment (Census Code G01)	\$
Construction (Census Code F01)	\$

Electric Enterprise	Amount
Land and Equipment (Census Code G92)	\$
Construction (Census Code F92)	\$

Harbor and Port Enterprise	Amount
Land and Equipment (Census Code G87)	\$
Construction (Census Code F87)	\$

Top Ten Reporting Issues for Special Districts Financial Transactions Report

Major variances require FOOTNOTES. If there is an overall reporting change, add an explanation in the Comments form. The footnote panel can be accessed by double-clicking on the field in which the balance was reported.

1. Invalid footnotes will be questioned. Simply noting "Correct," "Confirmed OK," or "increase/decrease" is not acceptable. Please indicate what caused the variance (e.g., "New AB 1234 law enforcement grant")
2. All DEBT reported must have Principal and Interest (P&I) payments or, if none, footnotes to explain why there are no current year payments.
 - Long-Term Debt
 - *Principal Amount Issued During Fiscal Year*
 - Report the total amount of principal issued during the fiscal year on the Long-Term Debt form.
 - Use a separate form for each debt issued.
 - For **Non-Enterprise Activities**, the principal amount issued must also be reflected on the Non-Enterprise Activity's Revenues, Expenditures, Sources and Uses form on the Proceeds of Long-Term Debt line.
 - *Principal Amount Matured During Fiscal Year*
 - Report the amount of principal paid during the fiscal year on the Long-Term Debt form. Do **not** include the current portion of principal amounts that are payable in the following fiscal year or the interest payment during the fiscal year.
 - For **Non-Enterprise Activities**, the principal payments reported must also be reflected on the Non-Enterprise Activity's Revenues, Expenditures, Sources and Uses form on the Retirement of Long-Term Debt line.
 - *Interest Payment During the Fiscal Year*
 - Report interest payments on the Interest on Long-Term Debt line on the Revenues, Expenditures, Sources and Uses form of the non-enterprise or enterprise activity that relates to the debt.
 - Other Long-Term Debt
 - Do not include liability type debts that have no P&I payments [e.g., Compensated Absences and Other Post-Employment Benefits (OPEB)] or interfund loans (e.g., copiers, vehicles, etc.) on the Long-Term Debt form as Other long term indebtedness.
3. Include a footnote to explain the reason for a **PRIOR PERIOD ADJUSTMENT** exceeding 20% of the Fund Equity, Beginning of Period.
4. The **ACTIVITY TYPE** must reflect the services the Special District provides. Select the type of non-enterprise/enterprise activity for which this report is being prepared. If preparing a paper report, select the appropriate non-enterprise activity from the list on page 12 of the Special District Reporting Instructions.

Correspondence

CAPITOL OFFICE
STATE CAPITOL
ROOM 4062
SACRAMENTO, CA 95814
TEL (916) 651-4028
FAX (916) 651-4928

DISTRICT OFFICES
125 SMURR STREET
SUITE B
INDIO, CA 92201
TEL (760) 398-6442
FAX (760) 398-6470

25186 HANCOCK AVENUE
SUITE 320
MURRIETA, CA 92562
TEL (951) 894-3530
FAX (951) 894-3536

California State Senate

SENATOR
JEFF STONE, PHARM.D.
TWENTY-EIGHTH SENATE DISTRICT



VICE CHAIR
LABOR & INDUSTRIAL
RELATIONS
VICE CHAIR
NATURAL RESOURCES &
WATER

MEMBER
BUDGET & FISCAL REVIEW
PUBLIC SAFETY

February 20, 2015

Elsinore-Murrieta-Anza Resource Conservation District
21535 Palomar Road, Suite A
Wildomar, CA 92595

Special District Leadership Foundation Scholarship Eligibility Notification

Dear Ms. Pam Nelson, Secretary:

I am writing to inform you of your district's eligibility for scholarship funds made available through the Special Districts Leadership Foundation (SDLF). As a public official, I understand the challenges of public service and the importance of proper training. I encourage you to take advantage of this valuable opportunity.

SDLF is an independent, non-profit organization formed to promote good governance and best practices among California's special districts through certification, accreditation and other recognition programs. SDLF and its activities are supported by the California Special Districts Association and the Special District Risk Management Authority.

The foundation offers three separate scholarships that provide financial assistance to either special district board members or staff who are interested in participating in the foundation's programs and educational offerings. Each of the scholarships are open to districts with operating budgets under \$10 million.

- **Dr. James Kohnen Scholarship:**
 - This scholarship is for registration fees for all four modules of the Special District Leadership Academy or the Special District Leadership Academy Conference and is open to elected/appointed special district board members from districts with budgets of less than \$10 million, who have not previously completed the Special District Leadership Academy.

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VICE CHAIR
LABOR & INDUSTRIAL
RELATIONS
VICE CHAIR
NATURAL RESOURCES &
WATER

MEMBER
BUDGET & FISCAL REVIEW
PUBLIC SAFETY

Special District Leadership Foundation (SDLF) 2015 Scholarships

Dr. James Kohnen Scholarship

For registration fees for all four modules of the Special District Leadership Academy or the Special District Leadership Academy Conference and is open to elected/appointed special district board members from districts with budgets of less than \$10 million, who have not previously completed the Special District Leadership Academy.

John Yeakley Special District Administrator Scholarship

For registration fees for continuing education related to special district governance and operations for general managers and executive staff of districts with budgets of less than \$10 million. Applicants must be currently pursuing their Special District Administrator (SDA) designation.

Education Allowance Fund

Provides financial assistance to elected officials and staff from districts with annual budgets of less than \$10 million, who are first-time attendees at select events and/or programs.

Applications for each scholarship can be found at www.sdlf.org

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SACRAMENTO, CA 95814
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AX (916) 651-4928

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California State Senate

SENATOR
JEFF STONE, PHARM.D.
TWENTY-EIGHTH SENATE DISTRICT



VICE CHAIR
LABOR & INDUSTRIAL
RELATIONS
VICE CHAIR
NATURAL RESOURCES &
WATER
MEMBER
BUDGET & FISCAL REVIEW
PUBLIC SAFETY

- **John Yeakley Special District Administrator Scholarship:**
 - This scholarship is for registration fees for continuing education related to special district governance and operations for general managers and executive staff of districts with budgets of less than \$10 million. Applicants must be currently pursuing their Special District Administrator (SDA) designation.
- **Education Allowance Fund:**
 - Provides financial assistance to elected officials and staff from districts with annual budgets of less than \$10 million, who are first-time attendees at select events and/or programs.

If you are interested in pursuing in any of these opportunities, you can download an application for each scholarship at sdlf.org, or if you have any questions regarding the foundation itself or any of the scholarships, contact SDLF Program Assistant Charlotte Lowe at charlottel@sdlf.org.

Sincerely,

A handwritten signature in cursive script that reads "Jeff Stone".

Senator Jeff Stone, PHARM.D.
28th State Senate District



Elsinore - Murrieta - Anza Resource Conservation District

SAWA Board of Directors

Re: Appointment of representative to the Board

At the regularly scheduled meeting of the Elsinore Murrieta Anza Resource Conservation District, on October 3, 2014, Vicki Long was appointed to represent the District on all matters pertaining to SAWA for a three year period ending in September 2017.

Sincerely,

Pamela Nelson Board Secretary
Elsinore Murrieta Anza RCD

September 10, 2015

Elsinore-Murrieta-Anza Resource Conservation District (District)
21535 Palomar Road
Wildomar, CA 92595

We are pleased to confirm our understanding of the nature and limitations of the services we will provide to the District, for the fiscal year ending June 30, 2016.

Van Lant & Fankhanel, LLP (VLF) is a fully licensed CPA firm. Our State license number is PAR 7535. We specialize in providing accounting and audit services to local governments throughout California. The two Audit Partners audit approximately 20 local governments each year, and provide various other services to local governments and nonprofits. Greg Fankhanel has been involved in local government audit and accounting services for the past 27 years.

The accounting services we will provide are as follows:

- We will maintain the District's general ledger, based on information provided by the District's management.
- We will provide quarterly financial reports to management and the District's Board. The reports will include balance sheets, income statements, trial balances and bank account reconciliations.
- We will perform quarterly bank account reconciliations for all of the District's bank accounts, and post any necessary adjusting entries.
- We will assist with the year-end reporting, including the annual audit process.

We will conduct our services in accordance with the Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants (SSARS 21). We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or provide any assurance on the quarterly or annual financial statements and reports.

The financial statements will not be accompanied by a report. As required by SSARS 21, each page of the financial statements will include a statement that no assurance is being provided on them.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors that come to our attention and any fraud or other illegal acts that come to our attention, unless they are clearly inconsequential. In addition, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal controls as part of this engagement, and our engagement cannot be relied upon to disclose the same.

You are responsible for adopting sound accounting policies, for maintaining an adequate and efficient accounting system, for safeguarding assets, for authorizing transactions, for retaining supporting documentation for those transactions, and for devising a system of internal controls that will, among other things, help assure the preparation of proper financial statements. Furthermore, you are responsible for management decisions and functions, for designating a competent employee to oversee any of the services we provide, and for evaluating the adequacy and results of those services.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (a) management (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

For the above services, we propose fixed fees of \$500 per quarter. However, additional costs may be incurred for the year-end reporting process and assistance with the annual audits. In the event that we encounter unusual circumstances that would require us to expand the scope of the engagement, and/or if we anticipate our fees exceeding the aforementioned range, we will adjust our estimate, and obtain your prior approval before continuing with the engagement.

In accordance with firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Respectfully presented,

Van Lunt + Fankhanel, LLP

Greg Fankhanel, CPA, CFE

Response:

This letter correctly sets forth the understanding of the District.

By: _____

Title: _____

Date: _____



MEMORANDUM

RIVERSIDE COUNTY COUNSEL

DATE: August 2015

TO: Elsinore Murrieta Anza Resource Conservation District Board of Directors

FROM: Melissa R. Cushman, Deputy County Counsel

RE: EMARCD: The Law Relating to California Fish and Wildlife Due Diligence Requirements for Mitigation Endowments

What is the law relating to California Department of Fish and Wildlife's ("CDFW") due diligence requirements for mitigation endowments?

BACKGROUND

In 2012, SB 1094 modified the requirements for mitigation endowments. "Endowment" is now defined as "funds . . . held as charitable trusts that are permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside." (Gov. Code, § 65965(a).) Such endowments must have principal amounts reasonably anticipated to cover the annual stewardship costs of the respective property in perpetuity. (Gov. Code, § 65965(b).) The requirements for who can be an endowment holder were also changed by SB 1094. For endowments created after January 1, 2012, the endowment holder must generally be one of the following: (1) the agency or agencies that required the mitigation; (2) the governmental entity, special district, or nonprofit that holds the property for conservation purposes; or (3) the governmental entity or special district that retains the property after conveying an interest in the property for conservation purposes if that governmental entity or special district is protecting, restoring, or enhancing the property that was retained. (Gov. Code, § 65968(b).)

CDFW and all other state and local agencies must exercise due diligence in reviewing the qualifications of a governmental entity, special district, or nonprofit to effectively manage and steward land, water, or natural resources. (Gov. Code, § 65967(c).) An entity wishing to hold an endowment must meet the above requirements and certify to CDFW and the project proponent or the holder of the mitigation property or conservation easement that the prospective endowment holder: (1) has the capacity to effectively manage the mitigation funds; (2) has the capacity to achieve reasonable rates of return on the investment of those funds similar to those of other prudent investors and would manage and invest the endowment in good faith; (3) utilizes generally accepted accounting practices as promulgated by either the Financial Accounting

Merger with Riverside-Corona RCD

Advantages - providing services

Direct contact and responsiveness is increased.

RCRCD has a good program in place to do on site visits and soil information/testing and technical advice.

Educational outreach.

An education program is well established at RCRCD and could be available to all our teachers and citizens groups.

Assistance with water management.

The contract we have with RCRCD for irrigation audits is a good program and it could be said that we can cooperate with them whether we are merged or not. Thing is: if the drought subsides and the water districts decide to pull funding what happens then to our service?

Grant awards and grant management.

Becoming an established RCD with funding and staff will better position us to pursue funding for local programs.

District watershed


Disadvantages - some loss of influence


Structure.

When RCD's were first envisioned it made sense (academically) that they should be created by watershed or common geography. However; watersheds and geography do not follow political boundaries, so for the sake of functionality, most conservation districts in the U.S. follow county boundaries. If a merger occurred we would still be part of the same county. But we would have two distinct watersheds, the Santa Ana River and the Santa Margarita River. We would have to stay mindful that the interests of the Santa Margarita River Watershed could be under represented.

Funding source.

If there is a revenue stream from tax money, will we have to join with a new tax source from our district?






THE BROWN ACT

Melissa R. Cushman
Deputy County Counsel

[1]


RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL



"The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for the people to know. The people insist on remaining informed so that they may retain control over the instruments they have created." Cal. Gov. § 54950.

[2]

RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL




Purpose of the Brown Act

To ensure that almost all aspects of the decision-making process of legislative bodies of local agencies are conducted in public and open to public scrutiny.

[3]

RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL



Brown Act
Conducting Business at Open Meetings



OPEN

All meetings of the Legislative Body of a Local Agency shall be open and public and all persons shall be permitted to attend

- Government Code §54953

7

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Brown Act
What is a meeting?

Any congregation of a majority of the members at the same time and location to hear, discuss, deliberate, or take action upon any matter under their jurisdiction.

No action needs to be taken for a meeting to occur; conversations about issues confronting their agency is sufficient.

8

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Brown Act – Meeting Exceptions
When is a meeting not a meeting? Not a violation:

- Individual contacts
- Conferences and seminars - if open to the public and on issues of general interest
- Community Meetings- Town meetings or similar gatherings which are open, noticed and originated by a person or organization other than the local agency
- Purely social or ceremonial occasions
- Attendance at a standing committee meeting (observation only)
- Attendance at meetings with other legislative bodies

9

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Brown Act and Emails

- Use of emails create potential violations
- Email communication is considered a "technological device" within the meaning of "meetings" under the Brown Act
- Is the email about an action to be taken by the Board?
- When email violates the Brown Act-
 - Can the email be construed by the public...
 - To be used by a majority of the Board members to discuss, deliberate, or take action on any upcoming agenda item?

13

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Brown Act and Emails

Opinion of the Attorney General:

A majority of the members may not e-mail each other to develop a collective concurrence as to action to be taken

- Even if the e-mails are sent to the secretary and the agency chair
- Even if the e-mails are posted on the agency website and printed versions are reported at the next public meeting

Reason: Such e-mails deprive the public of the opportunity to attend and comment on the proposed action.

14

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Hypothetical #1:

- EMARCD President e-mails County Counsel:
From now on I want you to provide individual briefings on upcoming agenda items relating to mitigation. Some of this material is very technical and we don't want the board members to sound like idiots at the public hearings.
- County Counsel then emails materials relating to mitigation to all board members.

Is this a Brown Act violation?

15

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Brown Act and Emails

Tips for Avoiding Problems as Board Members:

- Refrain from replying to an e-mail directed to a majority of the members concerning a public discussions or deliberations
- Do not take a position or make a commitment on public matters yet to be decided.
 - E-mails can be forwarded without your knowledge
- Only e-mail the entire Board to provide information
 - Do not start a discussion of EMARCD business
 - Do not request a response
 - Generally, do not reply all

{ 19 }

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Brown Act and Emails

Tips for Avoiding Problems as Board Members:

- Remember when sending or replying to an e-mail, you have no idea where your reply will end up ... including the desk of the local newspaper editor
- Develop and institute policies and regular trainings to ensure the use of e-mails and other emerging technologies comply with the law.

{ 20 }

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Conducting Business at Open Meetings

- Meetings under the Brown Act are either entirely open or entirely closed. There is no in between.
- Closed sessions are only allowed under the law in specific circumstances such as real property negotiations, existing or anticipated litigation, labor negotiations, public employee issues (appointment, employment, evaluation, discipline, dismissal or release).

{ 21 }

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Public Participation

The Public's Right to Comment

- At every **regular** meeting, members of the public have the right to directly address the body on **any item of public interest if that item is under the jurisdiction of the body**
- For agenda items, the public must be given an opportunity to comment **before or during** the body's consideration of the item

25

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Public Participation

The Public's Right to Comment

- At **special and emergency** meetings, members of the public have the right to address the body about **any item that is listed on the agenda**
- The notice for the special or emergency meeting shall describe the public's right to comment about any agenda item

26

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Public Participation

The Public's Right to Comment

- Can speak on any item in subject matter jurisdiction
- Can criticize the policies, procedures, programs, services, or omissions of the body
- Accepting grandstanding, negative feedback and gadflies as part of public service
- Not required to register
- Speaker cards are not a prerequisite
- Time limits and prohibiting disruptive conduct okay
- Rules of decorum and reasonable restrictions upon public comment are permitted, if not too broad and do not constitute "prior restraints"
- Recording permitted
- If the body reviews documents, copies of those documents must be provided without delay when requested

27

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Consequences of a Brown Act Violation

Civil:

Filing a civil suit to have the action declare "null and void"
 The body will be given a chance to cure and correct the problem
 Repeated violations: injunction prohibiting future violations
 A civil violation does not require that the body actually vote or
 take action on an item.
 Court fees and attorneys costs are recoverable.

Criminal:

A member takes action, intending to deprive the public of
 information to which the public is entitled.
 Guilty of a misdemeanor
 Criminal sanctions (up to 6 months in jail; \$1,000 fine)

(31)

RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL



Conducting Business at Open Meetings – Key Points

- A majority may not consult outside of a noticed meeting.
- Meetings include any communication among a majority to hear, discuss or deliberate on public business (e-mail, telephone calls, serial meetings etc.).
- Legislative Body includes committees, commissions and boards (except ad hoc committees of less than a quorum).
- Attendance of quorum at other events not a violation as long as no business of the Board is discussed (conferences & seminars, community meetings, another body of agency, social or ceremonial events).
- APPEARANCES MATTER.

(32)

RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL



Best Practices

- Assume all information is public or will become public
- Don't discuss County business with fellow decision-makers outside noticed public meetings or legally permitted closed meetings



(33)

RIVERSIDE COUNTY OFFICE OF COUNTY COUNSEL

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ELSINORE MURRIETA ANZA RESOURCE
CONSERVATION DISTRICT AND THE CITY OF
MURRIETA COMMUNITY SERVICES DISTRICT
REGARDING HABITAT CREATION,
RESTORATION AND ENHANCEMENT ON
CONSERVANCY LANDS**

This Memorandum of Understanding ("MOU") is entered into between the Elsinore Murrieta Anza Resource Conservation District, a California resource conservation district ("Conservation District"), and the City of Murrieta Community Services District, a California Community Services District organized pursuant to California Government Code section 61000 *et seq.* ("Murrieta CSD"), as of June 2, 2009 (the "Effective Date"). Conservation District and Murrieta CSD are sometimes referred to in this MOU individually as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, Conservation District is a resource conservation district formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities pursuant to Public Resources Code section 9151 *et seq.*, and may accept grants of money, land, and conservation easements to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 *et seq.*; and

WHEREAS, the Parties expect that the U.S. Army Corps of Engineers, the U.S. Fish and Wildlife Service, the California Department of Fish and Game, the Regional Water Quality Control Boards, and other regulatory agencies (collectively, "Regulatory Agencies") will continue to require third parties not a part of this MOU (qualified mitigation contractors) to create, restore, or enhance riparian or other lands in the manner commonly performed by Conservation District ("Restoration Activities") as environmental mitigation to offset the impacts of residential, commercial, and industrial development; and

WHEREAS, Conservation District routinely sells creation, enhancement or restoration credits to qualified mitigation contractors ("Contractors") often at the suggestion of the Regulatory Agencies; and

WHEREAS, there is a diminishing amount of land owned by Conservation District upon which Restoration Activities can be performed; and

WHEREAS, Murrieta CSD owns various lands in fee and holds conservation easements for lands which are in need of restoration ("Murrieta CSD Lands"); and

WHEREAS, Murrieta CSD is amenable to working with Conservation District to allow for Conservation District to conduct Restoration Activities on Murrieta CSD Lands; and

WHEREAS, Murrieta CSD authorizes the Conservation District to conduct restoration activities subject to the terms and conditions of this agreement; and

WHEREAS, the Parties desire to enter into this MOU to work together to achieve their common purposes,

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, Elsinore Murrieta Anza Resource Conservation District and City of Murrieta Community Services District agree to the following:

1. Incorporation of Recitals

The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. Inventory

(a) Conservation District and Murrieta CSD agree to jointly conduct an inventory ("Inventory") of Murrieta CSD Lands to produce a list of Murrieta CSD Lands that may be eligible and available for Conservation District Restoration Activities. The Parties acknowledge and agree that Murrieta CSD shall have the right, in its sole discretion, to exclude any real property it owns from such list. Similarly, Conservation District shall have the right, in its sole discretion, to refuse to conduct Restoration Activities on any specific Murrieta CSD Lands.

(b) As part of the Inventory, Conservation District and Murrieta CSD shall undertake a historical review of the properties and the underlying grant deeds or conservation easement deeds which conveyed the real property to Murrieta CSD to ensure that Conservation District Restoration Activities will not conflict with any applicable legal or other requirements, including, but not limited to, any permits issued by the Regulatory Agencies that may affect the real property at issue. If necessary, the Parties may consult with the appropriate Regulatory Agency to determine whether any conflicts exist.

(c) The Inventory shall be updated from time to time to reflect newly acquired properties or to remove existing properties at the sole discretion of Murrieta CSD.

(d) The Parties shall each bear their own costs and expenses associated with the Inventory, unless otherwise agreed to in writing by the Parties.

3. Procedure for Conducting Conservation District Restoration Activities on Murrieta CSD Lands

After the Inventory is completed or, if a potential mitigation project is identified by the Murrieta CSD before the Inventory is completed, the following procedure shall be instituted to allow Conservation District to conduct Restoration Activities on Murrieta CSD Lands:

(a) Conservation District may conduct Restoration Activities only on Murrieta CSD Lands identified in the Inventory, unless otherwise agreed to by Murrieta CSD. Conservation District shall give Murrieta CSD written notice, or any other notice deemed acceptable by Murrieta CSD, regarding potential Restoration Activities on Murrieta CSD Lands. Conservation District shall provide Murrieta CSD a written description of the specific

Restoration Activities to be undertaken. This written description requirement may be satisfied through submission to Murrieta CSD of a copy of any regulatory permit issued to the Conservation District along with a description of that portion of the regulatory permit terms and conditions Conservation District has been asked to undertake.

(b) Murrieta CSD shall have forty-five (45) working days to respond to the Conservation District submission referenced in subparagraph (a), above. Murrieta CSD, in its reasonable discretion, may refuse to allow Conservation District to undertake the Restoration Activities for any particular proposed project or any particular contractor. If Murrieta CSD does not respond to Conservation District within forty-five (45) working days, Conservation District can reasonably presume that the Murrieta CSD has denied the proposal.

(c) Conservation District shall have primary responsibility for undertaking any activities necessary to accomplish the transactions with the Contractors and the Restoration Activities.

(d) Conservation District and Murrieta CSD agree to work together to explain their relationship under this MOU to the Regulatory Agencies, if necessary, to efficiently implement regulatory requirements.

(e) The Parties agree to work together to determine in advance how ongoing and perpetual management of Murrieta CSD Lands, upon which Restoration Activities have been undertaken will be accomplished after funding is exhausted.

(f) Either Party may request to meet and confer with the other Party at any time regarding any issue that arises under this MOU.

4. Conservation District agrees:

(a) That legal title to the Murrieta CSD Lands used for Restoration Activities will continue to be held by the Murrieta CSD.

(b) Murrieta CSD shall not be liable, in law or equity, if the Restoration Activities performed are determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. If any Regulatory Agency later determines that the mitigation as set forth in any mitigation plan or any regulatory permits is insufficient, Murrieta CSD shall not be in any way responsible for satisfying further obligations that may be imposed. No responsibility or liability, therefore, shall accrue to Murrieta CSD. No fee or other charge request pursuant to Public Resources Code sections 9401 *et seq.* shall be imposed against Murrieta CSD pursuant to this Agreement.

(c) Conservation District shall obtain and maintain any and all insurance necessary to undertake Restoration Activities on Murrieta CSD Lands. Murrieta CSD, and in the case of easement interests of Murrieta CSD, the City of Murrieta, shall be named as an additional insured(s).

5. Murrieta CSD agrees:

(a) To cooperate with Conservation District on mutually beneficial projects and to provide Conservation District with information, maps, property boundaries and ownership information, and any other information necessary to facilitate Restoration Activities on Murrieta CSD Lands.

6. Term and Termination.

The term of this MOU shall be for a period of five (5) years from the Effective Date of this MOU ("expiration date") subject to renewals of one (1) year at a time. Annual renewals shall be automatic unless either party elects not to renew by providing written notice at least thirty (30) days prior to the expiration of the then current term.

7. No Third Parties.

Except for Contractors or consultants hired by Conservation District, Conservation District specifically agrees that it will not allow any third party to perform any restoration and/or conservation on the Conservation Easements or other property Murrieta CSD owns or upon which Murrieta CSD holds a conservation easement.

8. Notices

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

Elsinore Murrieta Anza Resource Conservation
District:
Board of Directors
23905 Clinton Keith Road, #114-165
Wildomar, CA. 92595
(951) 698-9566

City of Murrieta Community
Services District:
Mr. Bob Kast
One Town Square
24601 Jefferson Avenue
Murrieta, CA 92562
(951) 304-2489

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

9. Indemnification.

(a) Murrieta CSD shall not be liable for, and Conservation District shall defend (with attorneys approved by Murrieta CSD), indemnify, and hold harmless Murrieta CSD, the City of Murrieta and their officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees, and court costs ("Claims"), which arise out of or are in any way connected to use of Murrieta CSD Lands

by Conservation District, and covered by this MOU, arising either directly or indirectly from any act, error, omission or negligence of Conservation District or its officers, employees, agents, contractors, licensees or servants. Conservation District shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties.

10. Miscellaneous.

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

(b) The rights and obligations set forth herein are intended exclusively for the benefit of the Parties hereto and shall not be construed to convey any rights or remedies to any third party, except as provided in Section 9.

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

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

(e) Each and all of the understandings and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

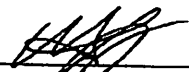
(h) This MOU and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California.

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

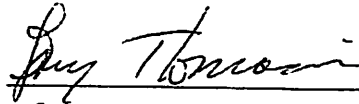
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

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

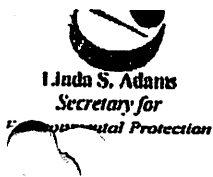
CITY OF MURRIETA COMMUNITY
SERVICES DISTRICT, a California
Community Services District

By: 

Name: Viki Long
President, Board of Directors

By: 

Name: Gary Thomasian, Mayor
Attest: A. Kay Kinson, City Clerk

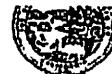


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<http://www.waterboards.ca.gov/sandiego>

CITY OF MURRIETA

6/9-516-1990

JUN 29 2009

June 25, 2009

RECEIVED
ENGINEERING DEPT.

In reply refer to: WPN: 07C-114: CLOFLEN

Certified Mail Number:
7008-1140-0002-8455-9756

Roger Cunliffe-Owen
City of Murrieta
One Town Square
24601 Jefferson Ave.
Murrieta, CA 92562

File No. 07C-114

CIWQS
Place ID: 710610
Reg. Measure ID 339174
Party ID: 348547
Person ID: 388812

Dear Roger Cunliffe-Owen:

SUBJECT: Amendments to CWA Section 401 Water Quality Certification
No. 07C-114

On January 20, 2009 the California Regional Water Quality Control Board, San Diego Region (Regional Board) received a request from ICF Jones and Stokes, on behalf of the City of Murrieta, to amend the Clinton Keith at I-215 Interchange Project (Project) Section 401 Water Quality Certification, File No. 07C-114 (Certification), to allow for proposed changes to the Project's mitigation and final plan submittal requirements. Additional information regarding proposed changes to the mitigation was received on June 02, 2009.

The project proposes to modify the existing interchange from a diamond configuration to a partial cloverleaf configuration by adding northbound and southbound loop on-ramps in the northwest and southeast quadrants. The existing two-lane overcrossing would be removed and replaced with a six-lane overcrossing. The remaining existing ramps would be reconstructed to accommodate these two new loop ramps. The Project would permanently impact 450 linear feet (0.02 acre) of waters of the State/U.S. The City of Murrieta proposes changes in mitigation requirements and final plan submittals. Mitigation changes are requested due to a mistake in impact calculations and the inability to protect the current mitigation site in perpetuity. Final plan requirement changes are requested due to differing project documentation by Caltrans. A new mitigation site has been proposed which can be protected in perpetuity under a conservation easement, deed restriction or similar protection mechanism.

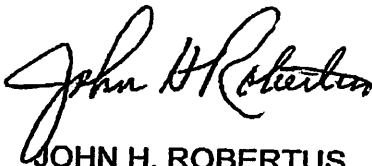
After a review of the Project's file and proposed changes for the mitigation and final plan submittal, I concur that the proposed changes to the mitigation (Condition D.1) and final plan requirements (Condition C.3) are reasonable modifications to the original Section 401 Water Quality Certification. As a result, the Section 401 Water Quality

June 25, 2009

Certification for the Clinton Keith at I-215 Interchange Project has been amended to reflect these proposed changes. The amendments are included as Enclosure 1.

The heading portion of this letter includes a Regional Board code number noted after "In reply refer to:" In order to assist us in the processing of your correspondence please include this code number in the heading or subject line portion of all correspondence and reports to the Regional Board pertaining to this matter. If you have any questions regarding this notification, please contact Chad Loflen at (858) 467-2727 or cloflen@waterboards.ca.gov.

Respectfully,



JOHN H. ROBERTUS
Executive Officer

Enclosures

1. Addendum to Clean Water Act Section 401 Water Quality Certification No. 07C-114
2. Clean Water Act Section 401 Water Quality Certification No. 07C-114, dated January 08, 2009
3. Mitigation Site

cc (via email only):

Stephanie Hall, U.S. Army Corps of Engineers, Stephanie.j.hall@usace.army.mil

Jeff Brandt, California Department of Fish and Game, JBrandt@dfg.ca.gov

Linda Archer, Jones & Stokes, larcher@jsanet.com

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD,
SAN DIEGO REGION**

ADDENDUM TO

**CLEAN WATER ACT SECTION 401
WATER QUALITY CERTIFICATION NO. 07C-114**

FOR

Clinton Keith at I-215 Interchange Project

Condition C.3 is modified:

C.3: The City of Murrieta must submit a copy of the Final **Storm Water Data Report** ~~Water Quality Management Plan~~ for the Clinton Keith at I-215 Interchange Project to the Regional Board prior to the initiation of clearing and grubbing.

Condition D.1 is modified:

D.1: Mitigation for permanent discharges to 0.0237 acre (450 linear feet) of waters of the State/U.S., ~~including 0.02 acre of waters of the United States~~, and temporary impacts to 0.09 acre must be achieved as follows ~~and as described in the Final Habitat Mitigation and Monitoring Plan for the Clinton Keith Road/I-215 Interchange Project Murrieta, CA dated July, 2008 by ICF Jones and Stokes:~~

- a. On-site establishment (creation) of a ~~40050~~ linear foot (0.110.37 acre) open conveyance channel located in the southwestern ~~northern~~ portion of the project, which is currently occupied by non-native species. The channel will be planted with native riparian vegetation and will receive treated flows from the project site.
- c. Restoration of 1.11 acres of streambed through contribution to the Elsinore Murrieta Anza Resource Conservation District ~~Mission Resource Conservation District~~ in-lieu fee program
- d. The City of Murrieta must submit an updated version of Final Habitat Mitigation and Monitoring Plan for the Clinton Keith Road/I-215 Interchange Project Murrieta, CA dated July, 2008 by ICF Jones and Stokes within 30 days of amendment issuance.

Condition D.6 is modified:

Within **90 days** of the issuance of this **amendment** certification, the City of Murrieta must provide the Regional Board a draft preservation mechanism (e.g. deed restriction, conservation easement, etc.) that will protect all mitigation areas and their buffers in perpetuity. At a minimum, the areas that must be included in the preservation mechanism are the 0.04 acre enhancement area and the 450 linear foot open conveyance channel (from top of bank to top of bank). Within **one year** of the issuance of this certification, The City of Murrieta must submit proof of a completed preservation mechanism that will protect all mitigation areas and their buffers in perpetuity. **Clearing and grubbing of the site must not be initiated until a completed preservation mechanism is received.** The conservation easement, deed restriction, or other legal limitation on the mitigation property must be adequate to demonstrate that the site will be maintained without future development or encroachment on the site which could otherwise reduce the functions and values of the site for the variety of beneficial uses of waters of the U.S. that it supports. The legal limitation must prohibit, without exception, all residential, commercial, industrial, institutional, and transportation development, and any other infrastructure development that would not maintain or enhance the wetland and streambed functions and values of the site. The preservation mechanism must clearly prohibit activities that would result in soil disturbance or vegetation removal, other than the removal of non-native vegetation. Other infrastructure development to be prohibited includes, but is not limited to, additional utility lines, maintenance roads, and areas of maintained landscaping for recreation.

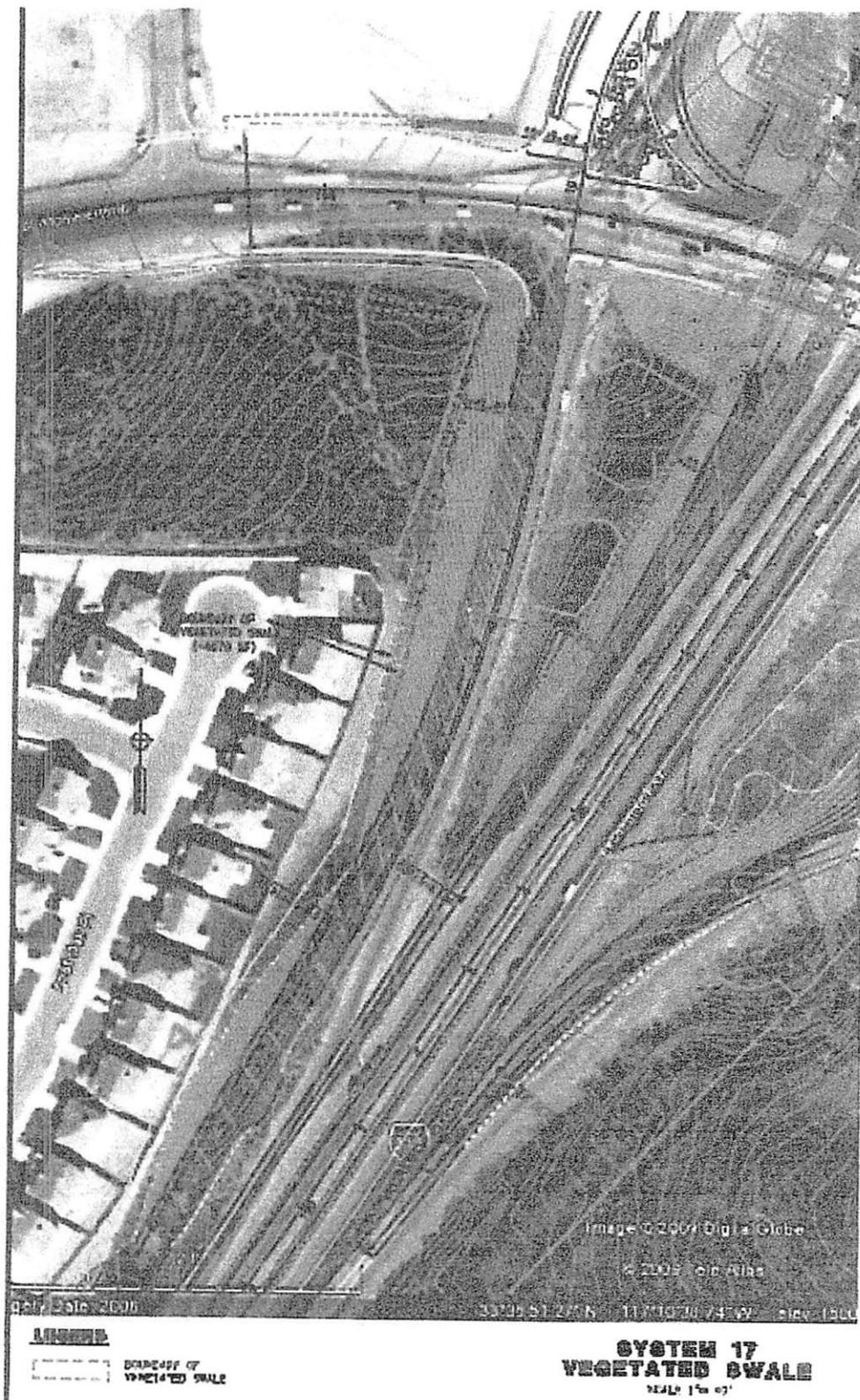
Table H.6 is modified:

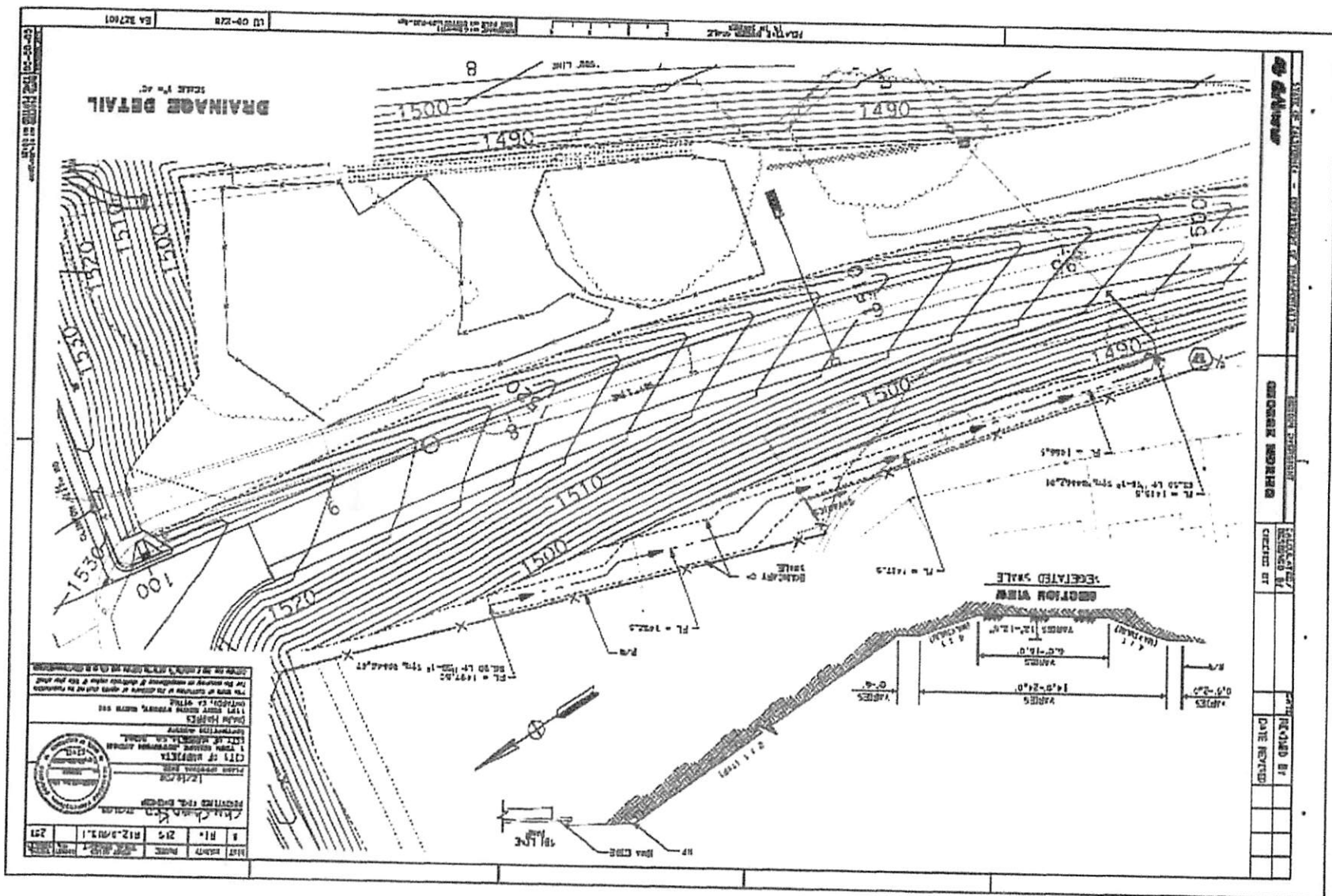
Final <u>Storm Water Data Report</u> WQMP	C.3	Prior to initiation of clearing and grubbing
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JOHN H. ROBERTUS
Executive Officer

25 June 2009
Date

Addendum 3 Mitigation Maps





SECTION 7

Subj: FW: In-Lieu-Fee report for work on City of Murrieta Properties
Date: 6/18/2009 1:33:52 PM Pacific Daylight Time
From: RKast@murrieta.org
To: Vickiglong@aol.com
File: ssionRCDACOEIn-Lie-FeeProgramCityofMurrietaSitesReportlr.pdf (4324668 bytes) DL Time (44000 bps): < 27 minutes
Sent from the Internet (Details)

Vicki,

Could you take a look at this and let me know your thoughts?

Thank You,
Bob Kast
Parks Maintenance Superintendent
City of Murrieta
(951) 461-6124

From: Mitchell, Judy - Fallbrook, CA [mailto:Judy.Mitchell@ca.nacdn.net]
Sent: Friday, June 12, 2009 2:15 PM
To: Jeff Brandt
Cc: Kast, Robert (Comm Svcs)
Subject: FW: In-Lieu-Fee report for work on City of Murrieta Properties
Importance: High

From: Jason Giessow [mailto:jgiessow@cox.net]
Sent: Friday, June 12, 2009 12:37 PM
To: Mitchell, Judy - Fallbrook, CA
Subject: FW: In-Lieu-Fee report for work on City of Murrieta Properties
Importance: High

Hi Michelle and others,

Mission RCD has been working under an In-Lieu-Fee agreement between the ACOE and the RCD since 1999 on the Santa Margarita Watershed. The program carried out mitigation on City of Murrieta lands in 2003, 2004 and 2005. Recently the City has blocked access to the project areas. ACOE program managers requested an inventory of the project areas so that they could be formally counted as mitigation areas. This report and GIS coverage delineate project areas under the ACOE In-Lieu-Fee program on City of Murrieta property.

Please be aware of these mitigation sites when authorizing new mitigation and enhancement areas within the City of Murrieta.

Also note the letter of authorization from Bob Kast of the City of Murrieta and the City itself has used the In-Lieu-Fee program to mitigate impacts on its own projects.

I called Michelle- but she is out on leave. So then I talked with Robert who recommended that we send this to you Crystel. Tiffany is receiving it due to other Murrieta Creek projects that the ACOE is initiating- be aware that these areas have been used as mitigation.

Thanks,

Judy Mitchell

Thursday, July 02, 2009 America Online: Vickiglong

Sent to:

michelle.l.mattson@usace.army.mil

crystal.l.doyle@usace.army.mil

Tiffany.R.Kayama@usace.army.mil

Robert.r.smith@spl01.usace.army.mil

DFG: Jeff Brandt

RWCB: Mike Porter mporter@waterboards.ca.gov

Subj: RE: In-lieu fee
Date: 7/7/2009 2:25:38 PM Pacific Daylight Time
From: Michelle.L.Mattson@usace.army.mil
To: vickiglong@aol.com
CC: JBrandt@dfg.ca.gov, Esqaicp@wildblue.net, jrobertus@waterboards.ca.gov, JSmith@waterboards.ca.gov, rkast@murrieta.org, Tiffany.A.Troxel@usace.army.mil, gspiliotis@lafco.org, ccraig@lafco.org, AMilloy@dfg.ca.gov, MDFlores@dfg.ca.gov
Sent from the Internet (Details)

Hi Vicky,

I'll be returning from medical leave next Monday, July 13th and will try to get up to speed on the issues concerning the Mission RCD and the EMARCD. We should have a conference call and/or a pre-application meeting prior EMARCD submitting an application for an in-lieu fee program. I'm available the week of July 20th. At a minimum, I would like to visit the field sites where EMARCD would be proposing enhancement and/or restoration of aquatic resources and buffer areas. In addition, I will need maps that show where MRCD has done work and for how long (I may have these) and maps of the locations where EMARCD proposes work - these can not overlap unless different restoration activities are planned that can further enhance the resources. If monitoring or management of MRCD areas is still needed, I will need to work with our legal staff to determine what credit, if any can be given for those activities.

Thank you,
Michelle

Michelle Lee Mattson
Sn Project Manager, Regulatory Branch
US Army Corps of Engineers, San Diego Section
6010 Hidden Valley Rd, Ste 105, Carlsbad, California 92011
phone (760) 602-4835 fax (760) 602-4848
Michelle.L.Mattson@usace.army.mil

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

From: vickiglong@aol.com [mailto:vickiglong@aol.com]
Sent: Monday, June 22, 2009 12:16 PM
To: Mattson, Michelle L SPL
Cc: JBrandt@dfg.ca.gov; Esqaicp@wildblue.net; jrobertus@waterboards.ca.gov; JSmith@waterboards.ca.gov; rkast@murrieta.org; Troxel, Tiffany A SPL; gspiliotis@lafco.org; ccraig@lafco.org; AMilloy@dfg.ca.gov; MDFlores@dfg.ca.gov
Subject: In-lieu fee

Michelle,

I am writing this email to make you aware of a legal problem. Mission RCD was ordered by the Riverside County LAFCO Commission to stop all work in the Elsinore Murrieta Anza RCD (EMARCD) since Mission RCD has no legal right to work outside it's boundary. San Diego County line is Mission's boundary. In a recent email I received from the City of Murrieta Judy Mitchell is trying to continue to work in EMARCD and Riverside County.

Judy Mitchell attended the LAFCO hearing last fall and told the LAFCO Commission all Army Corp. commitments in EMARCD and Riverside County were finished in Feb. 09. The LAFCO Commission told Judy Mitchell at that time she was to stop work in Riverside County in Feb. and no other work would be permitted.

Friday, July 10, 2009 America Online: Vickiglong

Michelle, EMARCD is working on a mitigation bank to be used for our own in-lieu fee program. As you know the regulations have changed and the Corp. favors banks instead of easements. EMARCD owns 75 acres of quality habitat that can be used for the Corp.

EMARCD and the City of Murrieta have an MOU to work on about 400 acres of easements within the City and EMARCD will be submitting a proposal to Army Corp soon.

EMARCD is a working member of SAWA and is familiar with the new changes of the Corp. regulations.

If there are any unfinished Army Corp. commitments within the City of Murrieta or any where in our District contacted by Mission RCD then the EMARCD would accept transfer of funds for monitoring and completion of those projects.

Please contact me to discuss this issue as soon as possible before more laws are violated by Mission RCD.

Vicki Long
EMARCD President
1-951-698-9366

A Good Credit Score is 700 or Above. See yours in just 2 easy steps!
<<http://pr.atwola.com/promoclk/100126575x1221823273x1201398689/aol?redir=http://www.freecreditreport.com/pm/default.aspx?sc=668072%26hmpglD=62%26bcd=Junes>
tapsfooterNO62>

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Scan Pdf - 22

Bear Creek Development Project

Our neighboring community to the east is planning to add a number of new single family homes in an area right up against La Cresta. This property is currently designated as "Open Space" and Bear Creek would like to change the zoning to the "ER-3" and "SF-1". The definitions of the proposed zoning are as follows:

ER-3 (Estate Residential 3) District. The ER-3 zoning district identifies areas appropriate for large lot single-family uses. This district is an appropriate transition zone between rural and the single family zones. The allowable density range is from 2.0 to 3.0 dwelling units per acre, with a minimum parcel size of ten thousand (10,000) square feet. The ER-3 zoning district is consistent with the single-family 1 residential designations of the general plan;

SF-1 (Single-Family Residential 1) District. The SF-1 zoning district is applied to parcels appropriate for single-family subdivisions with a uniform lot pattern possessing a minimum parcel size of seven thousand two hundred (7,200) square feet. The allowable density range is from 2.1 to 5.0 units per acre. The SF-1 zoning district is consistent with the single-family 1, residential and master plan overlay land use designations of the general plan;

And a map of the the proposal is as follows:

As I can provide only superficial details, all comments and questions should be directed to:

Mr. Paul Swancott

City of Murrieta, Planning Dept.

951-461-6063

PSwancott@murrieta.org

Please make sure all questions and comments are received by *March 17, 2014* as that is when the comment period closes.

MAINTENANCE SERVICES AGREEMENT

This AGREEMENT is entered into this 23rd day of February, 2015, by and between the Homeowner's Association ("Association"), a California nonprofit mutual benefit association ("Association"), and the Elsinore-Murrieta Anza Resource Conservation District, a governmental special district having offices at 21535 Palomar Road, Suite A, Wildomar, CA 92595 ("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; and

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 **\$10,276.00** ("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-_____ (Revision 1) ("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 of any changes 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 (see Exhibit "C").

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 MOU 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.

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 insurance 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:

Elsinore-Murrieta-Anza Resource
Conservation District (EMARCD)
21535 Palomar Rd, Suite A
Wildomar, CA 92592
Attn: Vicki Long President

To Association at:

Bear Creek Master Association
Bear Creek Golf Club
22877 Bear Creek Drive North
Murrieta 92562
Attn: Linda Alexandar General Manager

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 accepts 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. 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.

ELSINORE-MURRIETA-ANZA
RESOURCE CONSERVATION

HOMEOWNERS'
ASSOCIATION, a California nonprofit mutual

DISTRICT,
a California resource conservation district

benefit corporation

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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)

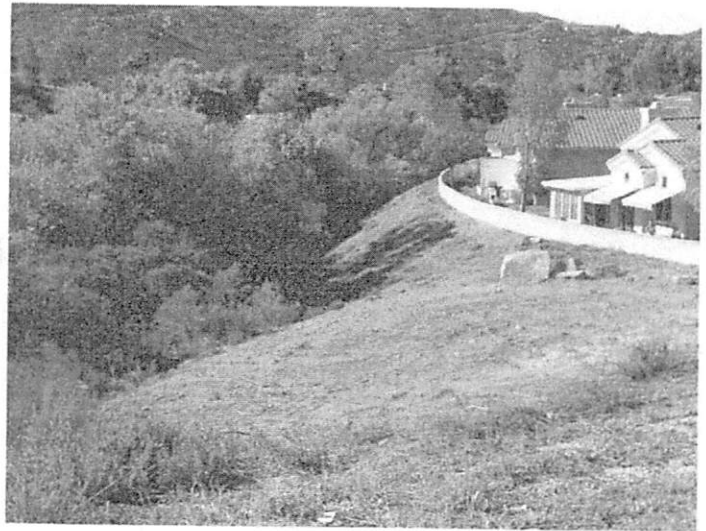
EXHIBIT B

AERIAL PHOTOGRAPH

(See Attached)

**Bear Creek HOA
Fire Clearance Recommendations
September 2014**

by the
Elsinore-Murrieta-Anza Resource
Conservation District (EMARCD)



Introduction:

Requests from the Bear Creek Homeowners Association to the California Department of Fish and Wildlife (DFW) regarding fire issues along the open space area of Slaughterhouse Creek in Murrieta, CA. have required the initiation of discussions and the possible use of a 1600 implementation/consultation with DFW and EMA, in order to conduct removal of dead wood within in the creek channel.

The site comprises three parcels, two owned by the Bear Creek Masters Association and one by Bear Creek Partners, totaling approximately 32 acres of willow/mulefat and sycamore/oak woodland habitats. Of this, approximately 3 acres in and along the creek next to the homes on Bear View Ct., which has some dead wood and other ladder fuels, could be cut, chipped and removed as part of a fire clearance effort, although, at the time of the inspection, many of the trees and shrubs were in good condition and did not require any cutting or removal. The amount of biomass that could be removed is small, but would require monitoring to prevent any issues with native vegetation, or impacts to habitat.

Site Inspection:

On September 18, EMARCD staff viewed the site from Clinton Keith Rd. and determined that clearance of weeds that was conducted by the HOA along the slope was sufficient to provide removal of ladder fuels from against the homes and brick wall, and that only minimal pruning of remaining branches laying on the ground, or deadwood that might provide ladder fuel into surrounding vegetation along the creek, would need to be done. Most of the material could be left in place as carbon for support of the riparian vegetation. A few non-native tamarisk were found along the wall, and should also be removed before they provide seed that could infest the creek bed in the future.

Aerials and photos on the following pages show the condition of the site and possible areas where dead wood and minimal ladder fuel could be removed.



Overview of residential lots adjacent to creek bed on the west. Note cleared non-native weeds along wall and rock outcrop to right of photo. Aerial shows rock and cleared area from above. Flow line of creek is shown in blue. Remaining native vegetation consists of red and black willow, sycamore, oak, mule fat and some understory herbs and perennials in good condition, although some plants are drought stressed. Brown circles are dead snags, which will be left, but fallen branches can be cut up.





commendations:

While some ladder fuels exist within the creek bed, they do not account for a majority of fuels compared to that which occurs on the slope areas during certain times of the year. Most of the vegetation is still green in the creek, and consist of riparian species that are either growing during the summer and fall, or dormant in winter. And evergreens, such as oak and chamise, which have growth during the entire year and may be drought-stressed during the late summer, but this does not dictate removal.

While some vegetation provides fire access to the canopy of trees can be selectively trimmed, it is not recommended that all canopies of trees or all lower branches be removed, since this site provides habitat for listed species and attenuation of flood waters during winter rains. Clear-cutting of trees is also not recommended since this provides more open canopy, which increases sunlight and the potential for weeds and other invasive species to colonize the site, which will increase the fire hazard more than maintaining the current vegetation community.

Annual or bi-annual cutting of the slope vegetation should continue, which will provide more fire clearance than removal or thinning of green trees and understory in the creek.

EMARCD can provide select fuel modification of the site and any monitoring and reporting required under the state 1600 program upon request. Thinning should be done between September 15 and March 1 to avoid the nesting bird season and any MBTA issues.

For more information and cost on this proposal, please contact Vicki Long at vickiglong@aol.com

Bear Creek HOA Invoice						2/23/2015	Good for 30 days
Item #	Item cat	Activity Category	Activity/Expense	frequency	cost		
1 a	Adm	audit	once	300	incorporation into RCD audit		
1 b	Adm	accounting support	once	275			
1 c	Adm	Permit		300			Use of 1600 Permit
2 a	Annual Activity Report	Required for Permit Use	once	525	Report to CDFW		7 hours @ 75 per hour
3 a	Insurance	Third party insurance coverage	once	250	Third party insurance coverage		For SDRMA
4 a	Mileage	mileage to site	2 days	138	2 monitoring visits		120 miles @ IRS Rate of .575
5 a	Weed Control	weed removal	2 days	5,575	remove and chip dead trees, branches, salt cedars, pampas, grass, palm trees and two peper trees. All chips will be hauled off sight		
6 a	Monitoring	monitoring invasive removal	2 days	1,200	Weed infestation, monitoring work		16 hours @ 75 per hour
Sub-Total	Direct Costs	sum of items 1-6		8,563	Total Annual Costs		
7 a	Adm (20%)			1,713			
Total Amount Due				10,276			



EXHIBIT B
AERIAL PHOTOGRAPH

(See Attached)

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 site.

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)

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.

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

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Attn: Vicki Long President

To Association at:

Bear Creek Master Association
~~Bear Creek Golf Club~~
22877 Bear Creek Drive North
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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.

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

HOMEOWNERS' BEAR CREEK MASTER
ASSOCIATION, a California nonprofit mutual
benefit corporation

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

(b) The Parties agree that the Maintenance Fee is a reasonable amount calculated to cover the anticipated costs of the Activities.

(c) If the actual costs (including, without limitation, administrative staff time, overhead and related legal costs) exceed the anticipated costs, EMARCD shall immediately notify the Association, in writing, as follows:

(c)(d) Any modification, alteration, deviation, addition or omission to the Activities shall be set forth in a written change order ("Change Order"), which identifies a fixed sum, to be signed by Client/Client's Representative and EMARCD. Change Orders shall reflect the nature of the change, any increase or decrease in the Contract Price (identified as a fixed sum), and any increase or decrease in the time for completion of the Activities. EMARCD shall not be responsible to perform any work other than the Activities as modified by a Change Order signed by Client/Client's Representative and EMARCD, and Client will not be responsible to pay for any work not part of the Maintenance Fee or the executed Change Order. bill the difference to the Association. If the Association objects to additional costs for the Activities, EMARCD shall suspend work until such time as the Parties agree to new terms and/or costs.

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, (Revision 1) ("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 of any changes 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 (see Exhibit "C").

Comment [A1]: Who will fill this in?

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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 MOU 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.

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 insurance carrier(s) insuring against liability for injury to persons and/or property and death of any person or persons occurring in, on

Comment [A2]: Mike, please review

Comment [A3]: Can we get policy, additional insured endorsement can void insurance coverage.

MAINTENANCE SERVICES AGREEMENT

This AGREEMENT is entered into this 23rd day of February, 2015, by and between the Bear Creek Master Homeowner's Association ("Association"), a California nonprofit mutual benefit association corporation ("Association"), and the Elsinore-Murrieta Anza Resource Conservation District, a governmental special district having offices at 21535 Palomar Road, Suite A, Wildomar, CA 92595 ("EMARCD") (collectively, the "Parties").

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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; and

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WHEREAS, EMARCD is able to provide such technical assistance to the Association, and the Association wishes to utilize the technical assistance according to the terms contained herein; and

WHEREAS, the Parties desire to enter into an agreement memorializing the rights and obligations of the Parties in relation to such assistance.

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 any 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 \$10,276.00 ("Maintenance Fee"), the explanation of which is detailed in Exhibit "A," upon the execution of this Agreement, and in consideration of EMARCD's performance of the Activities.

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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.

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

BEAR CREEK MASTER ASSOCIATION, a
California nonprofit mutual benefit corporation

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

David Boyd
BCMA H2A President
3-17-15

Bear Creek's Property for
Proposed zoning change

Fire Station #75

CLINTON KEITH

Requested Zoning Change from
"Open Space" to "SF-1"

Requested Zoning Change from
"Open Space" to "ER-1"

La Cresta

City of
Murrieta

BEAR CREEK DR S

SKYLINE DR

HILLSIDE TRAIL DR

MURFELD

MONTANA DR

PASEO CHAPARRO

