

**OLD BUSINESS**

**D.R. HORTON**  
**COUNTRY ROADS MAINTENANCE AGREEMENT**

## **AGREEMENT FOR CONSERVATION AREA MAINTENANCE AND MONITORING**

### **1. PARTIES AND DATE.**

This Agreement for Conservation Area Maintenance and Monitoring (this "Agreement") is made and entered into this 5 day of AUGUST, 2010, by and between D.R. Horton Los Angeles Holding Company, Inc., a California corporation (hereinafter referred to as the "Developer"), and the Elsinore-Murrieta-Anza Resource Conservation District, a California Resource Conservation District (hereinafter referred to as "Contractor"). Developer and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### **2. RECITALS.**

#### **2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance and monitoring services required pursuant to that certain conservation easement dated March 15, 2006 and filed as document number 2006-019884 in the official records of the County of Riverside, on the terms and conditions set forth in this Agreement. A copy of the conservation easement is attached hereto as Exhibit "A" and incorporated herein by reference.

Contractor represents that it is experienced in providing maintenance and monitoring services to similar clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that it is familiar with the requirements of Developer.

#### **2.2 Project.**

Developer desires to engage Contractor to render such maintenance and monitoring services for the development commonly referred to as Country Roads (the "Project") as specifically outlined in the attached conservation easement and as specifically set forth in this Agreement.

### **3. TERMS.**

#### **3.1 Scope of Services and Term.**

**3.1.1 General Scope of Services.** Contractor promises and agrees to furnish to the Developer all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance and monitoring services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.1.2 Term.** This initial term of this Agreement shall commence on January 1, 2013 and shall continue for a period of five (5) years thereafter. Upon expiration of the initial term, Developer and Contractor may renew this Agreement for an additional 5-year term upon mutual execution of a written extension of this Agreement. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

### **3.2 Responsibilities of Contractor.**

**3.2.1 Control and Payment of Subordinates: Independent Contractor.** The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Developer retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of Developer and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, taxes, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel.

**3.2.2 Schedule of Services.** Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "C" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, Developer shall respond to Contractor's submittals in a timely manner. Upon request of Developer, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

**3.2.3 Conformance to Applicable Requirements.** All work prepared by Contractor shall be subject to the approval of Developer.

**3.2.4 Coordination of Services.** Contractor agrees to work closely with Developer staff in the performance of Services and shall be available to Developer's staff, consultants and other staff at all reasonable times.

**3.2.5 Standard of Care: Performance of Employees.** Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Developer Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without

reimbursement from the Developer, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein.

**3.2.6 Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Developer, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Developer, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

**3.2.7 Insurance.** Contractor and its associated subcontractors and workers shall each be responsible for maintaining the insurance coverage set forth below: The Developer, its parent company, affiliates, officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. The proper additional insured wording is: D.R. Horton Los Angeles Holding Company, Inc. and D.R. Horton, Inc. and its affiliates and subsidiaries.

**3.2.7.1 General Liability Insurance.** Contractor shall, at Contractor's sole expense, procure and maintain Broad Form Commercial General Liability Insurance on an Occurrence Form, containing a per occurrence limit of no less than one million dollars (\$1,000,000), with an aggregate limit of no less than one million dollars (\$1,000,000), against bodily injury, broad form property damage and personal injury claims arising from the exposures of (i) premises-operations; (ii) independent subcontractors; (iii) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (iv) property damage.

**3.2.7.2 Automobile Insurance.** At all times while performing the Services, Contractor shall, at Contractor's sole expense, procure and maintain (i) automobile liability insurance coverage with limits of not less than \$500,000 per person (bodily injury), \$500,000 property damage per occurrence and \$500,000 combined single limit bodily and property damage per occurrence covering all automobiles used by Contractor in the performance of Services under this Agreement.

**3.2.7.3 Workers' Compensation Insurance.** To the extent Contractor has any employees, Contractor shall be responsible for providing for workers' compensation insurance for said employees, and Contractor further promises to withhold and pay all appropriate payroll taxes related to such work. Contractor expressly acknowledges and understands that Developer shall have no obligation to provide workers' compensation insurance, unemployment insurance or any employee benefits of any nature for Contractor or its employees. Contractor agrees to obtain, provide and maintain workers' compensation insurance for Contractor's employees and agents during the term of this Agreement, and agrees to hold harmless and indemnify Developer for any and all claims arising out of any injury, disability or death of any of Contractor's employees or agents. The workers' compensation insurance will name Contractor as the insured. All such insurance shall contain express waivers and endorsements providing that each insurance underwriter waives all of its rights of recovery by

subrogation, or otherwise, against Developer and any of its officers, directors, consultants, agents, employees and representatives.

**3.2.7.4 Evidence of Insurance.** The Contractor, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Developer. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Developer. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Developer evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

**3.2.7.5 Failure to Maintain Coverage.** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Developer. The Developer shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

**3.2.9 Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.3.1 Compensation.** Contractor shall receive compensation in the amount and manner set forth in Exhibit "D" attached hereto and incorporated herein by reference. All compensation called for under this Agreement will be paid without deductions or withholdings, and will be accompanied by an IRS Form 1099 at year end. Contractor shall fill out and execute an IRS form W-9 and provide it to Developer.

### **3.4 General Provisions.**

#### **3.4.1 Termination of Agreement.**

**3.4.1.1 Grounds for Termination.** Developer may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to Developer, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

**3.4.1.2 Effect of Termination.** If this Agreement is terminated as provided herein, Developer may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the

performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

**3.4.1.3 Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, Developer may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated from any party without liability to Contractor.

**3.4.2 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Developer:** DR Horton Los Angeles Holding Company, Inc.  
Attn: Division President  
2280 Wardlow Circle, Suite 100  
Corona, CA 92880

**Contractor:** Elsinore-Murrieta-Anza Resource Conservation District  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**3.4.3 Cooperation; Further Acts.** 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 Agreement.

**3.4.4 Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

**3.4.5 Indemnification.** Contractor shall defend, indemnify and hold the Developer, its parent company, affiliates, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, and with counsel reasonably satisfactory to Developer, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Developer, its directors, officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Developer or its directors, officials,

3.4.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified in a writing signed by both parties.

3.4.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.4.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.4.9 Developer's Right to Employ Other Contractors. Developer reserves the right to employ other contractors in connection with this Project.

3.4.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.4.11 Assignment or Transfer. Developer reserves the right at any time to assign or transfer this Agreement, in its entirety, to the appropriate homeowners association for the Project (the "HOA"). Developer shall inform the Contractor of the contact person and new contact information at the time of the assignment or transfer. Upon such assignment or transfer to the HOA, all references to "Developer" in this Agreement shall be deemed to refer to the HOA.

3.4.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referring time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to Developer include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.4.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.4.14 Waiver. 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.

3.4.15 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.4.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.4.17 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.4.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5 Subcontracting.

3.5.1 Prior Approval Required. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Developer, which may be withheld in Developer's reasonable discretion. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first written above.

DEVELOPER

CONTRACTOR

By: 

By: 

Name: STEPHEN FITZPATRICK

Name: Vicki Long

Title: DIVISION PRESIDENT

Title: EMARCO President

**EXHIBIT "A"**  
**CONSERVATION EASEMENT**

## **EXHIBIT "B"**

### **SCOPE OF SERVICES**

**Contractor shall perform the following services in the course of this Agreement:**

- 1. Annual inspection and removal of trash and man-made debris from the Project conservation easement area;**
- 2. Quarterly inspections of the signage and notification features denoting the conservation easement area and provide notification, as necessary, to the Developer or its designee in the event that the signage or notification features need to be repaired or replaced;**
- 3. Quarterly inspections of the exclusionary fencing that separates the development areas from the conservation easement area and provide notification, as necessary, to the Developer or its designee in the event that the fencing needs to be repaired or replaced;**
- 4. In the event of damage to the conservation easement area, due to man-made or external factors, as more fully outlined in Section 4 of the conservation easement, restoration of the conservation easement area as necessary. The restoration will need to be accomplished under the guidance of a qualified biological monitor pursuant to a plan submitted to and approved by the Army Corps of Engineers and the US Fish and Wildlife Service, as per the requirements of the conservation easement, Section 20; and**
- 5. Preparation of an annual report to the Regional Conservation Agency detailing the activities and findings from the annual inspections of the conservation easement area.**

**EXHIBIT "C"**  
**SCHEDULE OF MAINTENANCE AND MONITORING SERVICES**

Commencing in the first quarter of 2013, and continuing for the term of the Agreement and any extensions thereof, the Contractor shall perform the following services at the times specified:

1. On an annual basis, conduct a detailed inspection of the Project conservation easement area;
2. On an annual basis, conduct a thorough removal of all trash and man-made debris from the conservation easement area;
3. Conduct quarterly inspections of the signage and notification features denoting the conservation easement area and provide notification, as necessary, to the Developer or its designee in the event that the signage or notification features need to be repaired or replaced;
4. Conduct quarterly inspections of the exclusionary fencing that separates the development areas from the conservation easement area and notification, as necessary, to the Developer or its designee in the event that the fencing needs to be repaired or replaced;
5. Preparation of an annual report to the Regional Conservation Agency detailing the activities and findings from the annual inspections of the conservation easement area.

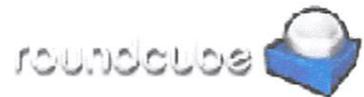
**EXHIBIT "D"**  
**COMPENSATION**

In exchange for performance of the tasks outlined in this Agreement, the Developer or its related assigns shall make the following payments:

1. Commencing in the first quarter of 2013, the year in which the Contractor begins performance of the tasks outlined in the Agreement, Developer shall make quarterly payments of \$1,250.00 to the Contractor to cover all costs, including, without limitation, fees and out of pocket expenses, associates with the tasks and responsibilities that the Contractor is assuming;
2. An endowment of \$75,000.00 shall be established with the Contractor to cover all fees and costs associated with a potential catastrophic loss or destruction of the conservation area. The endowment shall be paid over the course of three (3) years, in equal annual installments of \$25,000.00. The initial payment of the endowment shall be made on the same date as the first quarterly payment in 2013, with subsequent equal annual installments being paid in 2014 and 2015. In no event shall the total amount of the endowment exceed \$75,000 in the aggregate.
3. Contractor shall submit to Developer a written invoice for all payments due under this Agreement. Developer shall pay Contractor within thirty (30) days after receiving any such invoice. In the event of termination of this Agreement, Developer shall pay Contractor for all Services completed through the date of termination within fifteen (15) days of receipt of a detailed invoice statement.
4. If Developer terminates this Agreement prior to the exhaustion of the endowment established by Paragraph 2 above, Contractor shall promptly refund to Developer any unused portion of the endowment.
5. If Developer and Contractor elect not to renew this Agreement at the end of the initial term, Contractor shall promptly refund to Developer the entirety of the endowment, as established by Paragraph 2 above.

# BENTON CHANNEL

Subject **RE: RE: (Due Diligence) RE: FW: Morgan Heights - CDFW Certification**  
From Mandy Parkes <mparkes@iercd.org>  
To 'Cushman, Melissa' <MCushman@co.riverside.ca.us>, 'Rose Corona' <rose.corona@teamrcd.org>  
Date 2016-08-08 09:58



- Rialto Channel Cooperative Agreement.pdf (~753 KB)
- Yucaipa - Revised - IERCD\_Yucaipa\_ 13th Street Sports Park Cooperative Agreement (2).doc (~42 KB)

Hi Melissa,

I am replying to an old email rather than trying to send a new message. Let me know if this reaches you!

I am sending a cooperative agreement example which memorializes the requirement of a project permittee (SB County Flood Control) providing payment in exchange for mitigation work to address impacts associated with a channel improvement project. I am so sorry I do not have this in word! I am also attaching a word example of a cooperative agreement between us and the City of Yucaipa, memorializing services to be completed in association with funding received, from us to the city.

I believe this would need to be recorded as an amendment to the existing easement to ensure perpetuity observation, which I think is a simple 1-2 page document noting the updated terms of the easement which in this case is annual exchange of funds in light of planned water release. I guess the language would need to memorialize that they either provide a one-time endowment intended to grow with annual interest to be used in addressing externalities from the water release or they would need to provide annual payment but that TEAMRCD reserves the right to put responsibility for externalities associated with water release back on the developer if the annual funding isn't received by x date each year. Please feel free to call or email anytime if you have any questions! -mandy

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

From: Cushman, Melissa [mailto:[MCushman@co.riverside.ca.us](mailto:MCushman@co.riverside.ca.us)]  
Sent: Monday, June 13, 2016 8:33 AM  
To: 'Mandy Parkes'; 'Rose Corona'  
Subject: RE: RE: (Due Diligence) RE: FW: Morgan Heights - CDFW Certification

Yes, Mandy, that sounds like what we're looking for. Thanks!

Melissa R. Cushman  
Deputy County Counsel  
County of Riverside  
Phone: (951) 955-6300  
Fax: (951) 955-6363  
Email: [mcushman@co.riverside.ca.us](mailto:mcushman@co.riverside.ca.us)

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

From: Mandy Parkes [mailto:[mparkes@iercd.org](mailto:mparkes@iercd.org)]  
Sent: Monday, June 13, 2016 7:44 AM  
To: 'Rose Corona'  
Cc: Cushman, Melissa  
Subject: RE: RE: (Due Diligence) RE: FW: Morgan Heights - CDFW Certification

**COOPERATIVE AGREEMENT FOR HABITAT  
CONSERVATION AREA AT THE 13TH STREET SPORTS PARK**

This endowment funding agreement ("Agreement") is entered into on this 14th day of October 2013, between the City of Yucaipa, a municipal corporation ("City"), having offices at 34272 Yucaipa Blvd., Yucaipa, CA 92399 and the Inland Empire Resource Conservation District, a California resource conservation district ("District") organized under Division 9 of the California Public Resources Code, having offices at 25864-K Business Center Drive, Redlands, CA 92374. The City and the District are sometimes individually referred to as "Party" and collectively as "Parties."

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**RECITALS**

- A. The Parties, in accordance with their respective enabling acts and powers, desire to cooperate regarding the installation, maintenance and monitoring, in perpetuity, (the "Conservation Activities") of an approximate 0.57-acre habitat conservation area within 13th Street Sports Park located within the City (the "Property") that has been established to mitigate certain impacts to wetland habitat and riparian resources required by the following permits:
- a. CENTURY VINTAGE 1: Condition C.2 of federal Clean Water Act ("CWA") Section 401 Order No. R8-2004-0110 issued by the Santa Ana Regional Water Quality Control Board ("Regional Board") on March 10, 2005 requiring the purchase of 0.09 acres of mitigation credit; and
  - b. CENTURY AMERICAN: Condition 5 of the CWA Section 401 Certification For The Proposed Tracts 17028 and 16785, City of Yucaipa (ACOER d'ference Nos. 2005 011 50-WJC and 200401729-WJC respectively) issued by the Regional Board on April 21, 2005, requiring the purchase of 0.48 acres of mitigation credit.
- B. The City is willing to manage the Property pursuant to a restrictive covenant ("Restrictive Covenant") to be imposed preserving the Property in perpetuity for the purpose of habitat conservation.
- C. The District is willing to contribute funds to the City to assist the effort to undertake the Conservation Activities.
- D. The Parties enter into this Cooperative Agreement to document the District's contribution of funds to the City; the City's recording of the Restrictive Covenant over the Property, and the fulfillment of the above-listed Conditions of the Section 401 permits.

**NOW THEREFORE**, the Parties agree as follows:

**I. CITY RESPONSIBILITIES:**

- a. The City will implement the Conservation Activities on the Property to the satisfaction of the Regional Board. The conservation activities will be limited to a five-year site establishment period and will terminate upon written approval from the Regional Board.
- b. At the close of an escrow to be entered into by the Parties ("Escrow"), the City will record the Restrictive Covenant, substantially in the form attached

hereto as Exhibit A and as approved by the Regional Board, restricting the use of the Property for purpose of habitat conservation in perpetuity.

## **II. DISTRICT RESPONSIBILITIES:**

- a. At the close of Escrow, the District shall contribute ONE HUNDRED ELEVEN THOUSAND DOLLARS (\$111,000) to the City for the purpose of financial assisting the City to undertake the Conservation Activities. ~~The District will also provide up to for the purchase of a \$20,000 payment for irrigation materials (\$5,000 to \$10,000) payable upon receipt, for the purchase of irrigation materials.~~ The actual cost of the irrigation materials will be deducted from the original contribution of \$111,000.
- b. The District shall prepare and provide to the Regional Board all required annual reports.
- c. The District will further assist in project implementation through performance of annual bio-monitoring. The District will also perform removal of invasive vegetation within the .57-A site on at least two full working days annually for the duration of the five-year site establishment period.

## **III. MISCELLANEOUS PROVISIONS:**

- a. The obligations of City and the District under this Agreement will be fully performed upon the close of escrow pursuant to Sections I.b and II.a herein.
- b. The City acknowledges that the District's payment to the City pursuant to Section II.a above constitutes the District's sole contribution to the Conservation Activities of the Property.
- c. The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party.
- d. This Agreement 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 Agreement cannot be amended except in writing signed by both Parties.
- e. This Agreement and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California.
- f. 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.

- g. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.**

**[Signatures begin next page]**

IN WITNESS WHEREOF, the Parties have executed the Agreement on this date and year first above written.

CITY OF YUCAIPA

INLAND EMPIRE RESOURCE  
CONSERVATION DISTRICT

\_\_\_\_\_  
Denise Hoyt, Mayor

\_\_\_\_\_  
Paul Williams, Board President

ATTEST:

\_\_\_\_\_  
Jennifer Shankland, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
David M. Snow, City Attorney

**EXHIBIT A**  
**FORM OF RESTRICTIVE COVENANT**

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION**

May 16, 2006

**FROM:** PATRICK J. MEAD, Director  
Department of Public Works – Flood Control

**SUBJECT:** COOPERATIVE AGREEMENT WITH INLAND EMPIRE RESOURCE  
CONSERVATION DISTRICT/SANTA ANA WATERSHED ASSOCIATION

**RECOMMENDATION:** Acting as the governing body of the San Bernardino County Flood Control District (District), approve cooperative Agreement No. 06-384 with the Inland Empire Resource Conservation District/Santa Ana Watershed Association (IERCD/SAWA) in which the District will compensate IERCD/SAWA \$61,575 for services related to the mitigation of impacts from the proposed Rialto Channel Phase 3 improvement project.

**BACKGROUND INFORMATION:** The County Flood Control District (District) proposes to improve the existing earthen Rialto Channel, located south of the Union Pacific railroad tracks for a distance of approximately 850 feet ending at Riverside Avenue, in the City of Rialto. The proposed improvements to the existing channel will consist of constructing a concrete channel with a 20-foot wide access road adjacent to the channel on both sides, and a 15' x 15' box constructed adjacent to the existing box under Riverside Avenue to Cameron Way.

The District submitted a request to the California Regional Water Quality Control Board-Santa Ana Region (RWQCB) for a Water Quality Certification for the proposed channel improvements. Because of the permanent impacts of 1.1 acres to the streambed that will result due to the channel lining, the RWQCB required mitigation for these impacts. The RWQCB and the District discussed several options and finally agreed on mitigation, at a 3:1 ratio, for the project with 3.3 acres of arundo removal and the inclusion of a 20-year follow-up maintenance program.

The District contacted the IERCD, a member of SAWA, an agency with an established program for the removal of invasive plants within the Inland Empire. SAWA agreed to accept funds from the District, through the IERCD, at a heavily discounted rate, to be utilized for the control of non-native and invasive plant species, and long-term management (20 years) of monitoring along a sub-tributary of the Santa Ana Watershed in San Bernardino County. SAWA's normal fee for providing arundo removal mitigation services is \$50,000/acre. Additionally, SAWA's annual report which details the management and control of invasive species, will be provided to the District for submittal to the RWQCB.

**REVIEW BY OTHERS:** This item was reviewed by Deputy County Counsel Charles S. Scolastico (387-5481) on April 11, 2006 and the County Administrative Office (Tom Forster, Administrative Analyst, 387-4635) on April 28, 2006.

cc: PW/Transportation w/agreement  
 Contractor c/o PW/Trans w/agreement  
 Auditor-Mejico w/agreement  
 IDS-w/agreement  
 Risk Management  
 PW/Transportation-Mead  
 CC-Scolastico  
 CAO-Forster  
 File-w/agreement

Record of Action of the Board of Supervisors

**Agreement No. 06-384**  
**APPROVED (CONSENT CALENDAR)**  
**BOARD OF SUPERVISORS**  
**COUNTY OF SAN BERNARDINO**

MOTION	<u>  AYE  </u>	<u>  AYE  </u>	<u>  ABSENT  </u>	<u>  MOVE  </u>	<u>  SECOND  </u>
	1	2	3	4	5

DENA M. SMITH, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: May 16, 2006





**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT  
F A S  
CONTRACT TRANSMITTAL**

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	092	A	Contract Number		06-384
M	<input type="checkbox"/>	Change									
X	<input type="checkbox"/>	Cancel									
County Department					Dept.	Orgn.	Contractor's License No.				
Public Works					092	092					
County Department Contract Representative					Ph. Ext.		Amount of Contract				
Naresh P. Varma, Chief, Environmental Mgmt. Div.					78109		\$61,575				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number					
RF	092	092	200	2445		11F01481					
Commodity Code				Estimated Payment Total by Fiscal Year							
				FY	Amount	I/D	FY	Amount	I/D		
Project Name				2005/06	\$61,575						
Cooperative Agreement for											
Non-native Plant Removal -											
Rialto Channel Ph. III Mitigation											

CONTRACTOR Inland Empire Resource Conservation District/Santa Ana Watershed Association

Birth Date \_\_\_\_\_ Federal ID No. or Social Security No. \_\_\_\_\_

Contractor's Representative David Hansberger, District Manager

Address 25864-K Business Center Drive, Redlands, CA 92374 Phone (909) 799-7407

Nature of Contract: *(Briefly describe the general terms of the contract)*

Cooperative agreement between the San Bernardino County Flood Control District (DISTRICT) and the Inland Empire Resource Conservation District (IERCD), whereby:

- The DISTRICT shall make a one-time lump sum payment in advance to the IERCD, in the amount of \$61,575. This payment will purchase of 3.3 acres of mitigation credit for the purpose of the eradication of non-native vegetation within the Santa Ana River, from the *Santa Ana River Watershed Trust Fund for Arundo Eradication and Habitat Enhancement In-Lieu Fee Mitigation Program*.
- In return for the above payment, the IERCD, as a member of the Santa Ana Watershed Association, will:
  - Remove invasive plant species along 3.3 acres of a sub-tributary of the Santa Ana Watershed in San Bernardino County.
  - Provide follow-up monitoring for not less than twenty (20) years, to ensure that the invasive plant species do not return.
  - Provide monitoring by a field biologist to assess any impacts of invasive plant species removal on native species within the same 3.3 acres for a period of not less than twenty (20) years.
  - Will provide annual reports to the DISTRICT and Santa Ana Regional Water Control Board on the progress and results of the invasive plant species removal program within the same 3.3 acres for a period of not less than twenty (20) years.

*(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)*

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to BOS for Signature
County Counsel	Department Head	
Date <u>4-13-06</u>	Date <u>4-25-06</u>	Date <u>5/1/06</u>

**Auditor/Controller-Recorder Use Only**

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

1 COOPERATIVE AGREEMENT

2 This Cooperative Agreement is made by and between the SAN  
3 BERNARDINO COUNTY FLOOD CONTROL DISTRICT, hereinafter referred  
4 to as "DISTRICT", and the INLAND EMPIRE RESOURCE CONSERVATION  
5 DISTRICT, hereinafter referred to as "IERCD".

6 RECITALS

7 A. DISTRICT owns and maintains Rialto Channel between  
8 Riverside Avenue and the Southern Pacific Railroad line  
9 in the City of Rialto.

10 B. On May 17, 2005, the Santa Ana Regional Water Quality  
11 Control Board, hereinafter referred to as "REGIONAL  
12 BOARD" issued a 401 Water Quality Certification for  
13 improvements to Rialto Channel between Riverside Avenue  
14 and the Southern Pacific Railroad line.

15 C. Said 401 Certification requires the purchase of 3.3  
16 acres of mitigation credit for the purpose of the  
17 eradication of non-native vegetation within the Santa  
18 Ana River.

19 D. A MEMORANDUM OF AGREEMENT exists between the REGIONAL  
20 BOARD and the Santa Ana Watershed Association of  
21 Resource Conservation Districts (of which the IERCD is a  
22 member), establishing the *Santa Ana River Watershed*  
23 *Trust Fund for Arundo Eradication and Habitat*  
24 *Enhancement In-Lieu Fee Mitigation Program*. This  
25 program was established to restore riparian areas in the

1 Santa Ana River Watershed that are infested with  
2 invasive, non-native plant species. The REGIONAL BOARD  
3 recognizes the utility of eradicating these invasive,  
4 non-native plant species to increase functions and  
5 values of riparian ecosystems to compensate for  
6 unavoidable impacts to Waters of the United States.

7 E. The DISTRICT wishes IERCD to perform riparian habitat  
8 mitigation activities acceptable to the REGIONAL BOARD  
9 pursuant to the 401 Certification and pursuant to the  
10 terms and conditions specified in the aforementioned  
11 MEMORANDUM OF AGREEMENT.

12 NOW, THEREFORE, DISTRICT and IERCD agree as follows:

13 IERCD agrees to:

- 14 1. Remove invasive plant species along 3.3 acres of a sub-  
15 tributary of the Santa Ana Watershed in San Bernardino  
16 County.
- 17 2. Perform follow-up monitoring for a period of not less  
18 than twenty (20) years to ensure the invasive plant  
19 species do not return.
- 20 3. Provide monitoring by a field biologist to assess any  
21 impacts of invasive plant species removal on native  
22 species within the same 3.3 acres for a period of not  
23 less than twenty (20) years.
- 24 4. Complete the project through to acceptance or approval  
25 at no additional cost to DISTRICT.

1 5. Prepare and distribute annual reports to DISTRICT and  
2 the REGIONAL BOARD on the progress and results of the  
3 invasive plant species removal program within the same  
4 3.3 acres for a period of not less than twenty (20)  
5 years.

6 6. Perform the above-mentioned activities in the amount of  
7 \$61,575. This amount shall represent the full and final  
8 obligation of the DISTRICT for costs of removal,  
9 monitoring and reporting on the 3.3 acres identified for  
10 riparian habitat mitigation. The DISTRICT will not  
11 assume any additional costs.

12 DISTRICT agrees to:

13 1. Compensate IERCD for performance of the above activities  
14 in the amount of \$61,575 in the form of a one-time, lump  
15 sum payment in advance. IERCD shall submit an invoice  
16 to the DISTRICT at the address indicated below, for the  
17 one-time lump sum payment in the amount of \$61,575. The  
18 IERCD agrees that the DISTRICT has no additional or  
19 further obligation.

20  
21  
22 [REMAINDER OF THIS PAGE INTENTIONALLY BLANK]  
23  
24  
25

1 All documents, correspondence, communications and the invoice  
2 concerning this agreement shall be directed as set forth below  
3 or as either party my hereafter designate by written notice:

4 DISTRICT:

IERCD:

5 San Bernardino County  
6 Flood Control District  
7 Attn: Patrick J. Mead, P.E.  
8 Flood Control Engineer  
9 825 East Third Street  
10 San Bernardino, CA 92415-0835

Inland Empire Resource  
Conservation District  
25864-K Business Center Drive  
Redlands, CA 92374  
Attn: District Manager

9 IN WITNESS HEREOF, the parties have executed this COOPERATIVE  
10 AGREEMENT on the date and year as set forth below.

12 SAN BERNARDINO COUNTY  
13 FLOOD CONTROL DISTRICT

14 Date: MAY 16 2006

By   
15 Bill Postmus, Chairman  
16 Board of Directors

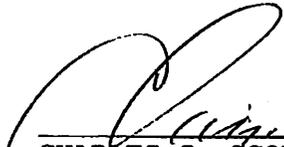
17 EAST VALLEY RESOURCE  
18 CONSERVATION DISTRICT

19 Date: 04/24/06

By   
20 David Hansberger,  
21 District Manager

21 APPROVED AS TO FORM  
22 OFFICE OF THE COUNTY COUNSEL  
23 COUNTY OF SAN BERNARDINO

24 Date: 4-13-06

  
25 CHARLES S. SCOLASTICO  
Deputy County Counsel

**RFP'S FOR CONSERVATION  
EASEMENTS**

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

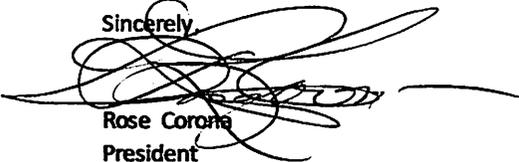
Mr. Scott Murray  
Mission Resource Conservation District  
990 E. Mission Road  
Fallbrook, CA 92028

Dear Mr. Murray,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corona  
President  
TEAM RCD

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

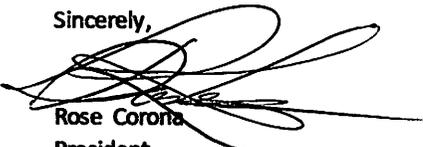
Mr. Rick Hopkins  
Live Oak Associates  
P.O. Box 2697  
Oakhurst, CA 93644

Dear Mr. Hopkins,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corona  
President  
TEAM RCD

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

Mr. Hugh Wood  
Santa Ana Watershed Association  
450 E. Alessandro Blvd.  
Riverside, CA 92508

Dear Mr. Wood,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corona  
President  
TEAM RCD

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

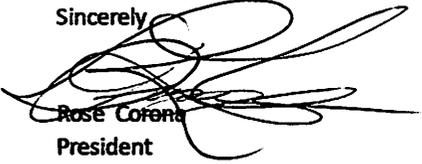
Ms. Claudette Beck  
Antelope Valley Resource Conservation District  
44811 N. Date Ave., Ste G  
Lancaster, CA 93526

Dear Ms. Beck,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corera  
President  
TEAM RCD

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

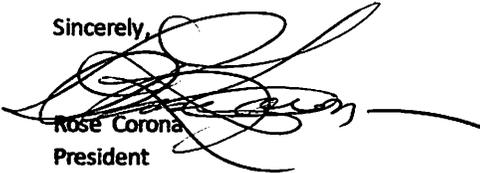
Mr. Brett Mills  
San Jacinto Basin Resource Conservation District  
950 North Ramona Blvd. Ste. 6  
San Jacinto, CA 92582-2571

Dear Mr. Mills,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corona  
President  
TEAM RCD

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

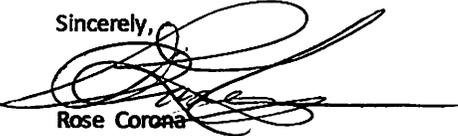
Ms. Shelli Lamb  
Riverside-Corona Resource Conservation District  
4500 Glenwood Drive, Bldg A  
Riverside, CA 92501

Dear Ms. Lamb,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corona  
President  
TEAM RCD

Temecula-Elsinore-Anza-Murrieta Resource Conservation District  
P.O. Box 2078  
Temecula, CA 92592

August 6, 2016

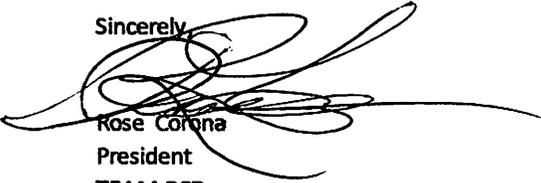
Ms. Mandy Parkes  
Inland Empire Resource Conservation District  
25864-K Business Center Drive  
Redlands, CA 92374

Dear Ms. Parkes,

Enclosed you will find our Request for Proposal (RFP) for TEAM RCD Conservation Easement Annual report requirements. We hope that you and your Board will endeavor to submit a proposal to us and should you have any questions, please do not hesitate to contact me with any questions you may have.

Thank you in advance for potentially participating in this RFP and I look forward to speaking to you in the near future.

Sincerely,



Rose Corona  
President  
TEAM RCD

|

### REQUESTS FOR PROPOSALS (RFP)

The Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAMRCD) will receive sealed proposals until **August 25, 2016 at 4:00 p.m.** Proposals must be received by TEAMRCD by the date and time herein above set forth.

Mail proposals to:

TEAMRCD, P. O. Box 2078 Temecula, California 92593-2078, and/or e-mail to [Carol.Lee.Brady@TEAMRCD.org](mailto:Carol.Lee.Brady@TEAMRCD.org).

### REQUEST FOR PROPOSAL CONSERVATION EASEMENT MONITORING & REPORTING 2016-2017

Any questions shall be addressed to Rick Neugebauer by phone (760-594-1107) or email [Rick.Neugebauer@TEAMRCD.org](mailto:Rick.Neugebauer@TEAMRCD.org) no later than August 19, 2016, at 4:00 p.m.

### ATTENTION OFFERORS

In addition to the above RFP, this package includes the following information:

- Conservation Easements Monitoring Requirements
- Location maps for each of the Conservation Easements
- Qualifications of Offeror and of individuals performing Monitoring and Report Writing
- Evaluation Criteria Cost Proposal Form
- Acknowledgement of Insurance Requirements
- Draft Services Agreement & Scope of Services

### CONTRACT PROVISIONS

**A. Contract.** TEAMRCD will require the offeror to whom a contract is awarded ("Service Provider") under this RFP to enter into an Agreement for Services ("Agreement") including all the terms, conditions and provisions of the specifications defined in the Proposals and associated documents. **The Services Agreement will be valid from August 25, 2016 through August 24, 2017.**

**B. Assignment of Contract.** This contract shall not be assigned by Service Provider without prior written authorization from TEAMRCD.

**C. Award.** TEAMRCD may negotiate contract terms with the tentatively selected Service Provider prior to award. TEAMRCD reserves the right to award the contract to the offeror it believes, in its sole discretion, is the most qualified, and may elect not award the contract to the apparent lowest offeror.

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

**E. Contract Term.** The services provided under the Agreement shall be completed as outlined in the Scope of Work.

- F. Governing Law.** The Agreement with the awarded Service Provider shall be governed by the laws of the State of California.
- G. Termination.** TEAMRCD reserves the right to terminate the Agreement, in whole or in part, without cause, at any time, by written notice to awarded Service Provider. Such notice of termination shall release TEAMRCD from any further liability, fee, cost or claim by the Service Provider other than for work performed to the date of termination. Upon receipt of a termination notice, the Service Provider shall immediately discontinue all work under the Agreement (unless the notice directs otherwise). TEAMRCD shall thereafter, within thirty (30) days of receipt of a valid invoice, pay the Service Provider for unpaid work performed to the date of termination.
- H. Payment and Invoicing.** Upon approval by TEAMRCD, TEAMRCD will pay, within 30 days after receipt of valid, itemized invoices, submitted in duplicate, in a form acceptable to TEAMRCD to enable audit of the charges thereon. All such invoices shall be mailed to TEAMRCD, P.O. Box 2078, Temecula, California 92593-2078, attention Accounts Payable.
- I. Pre-contractual Expenses.** Pre-contractual expenses are defined as any expenses incurred by any offeror including, without limitation, the following: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to TEAMRCD; 3) negotiating with TEAMRCD any related matter related to this RFP, including a possible contract; 4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. TEAMRCD will not, under any circumstance, be liable for any pre-contractual expenses incurred by offerors, and offerors shall not include any such expenses as part of their proposals. The subsequent discovery by TEAMRCD of evidence such that expenses have been requested for payment by Service Provider will be considered a material breach of the Agreement by that Service Provider resulting in a deductive Change Order in favor of TEAMRCD and termination of the Agreement.
- J. Damage to Conservation Easement Property.** Any Conservation Easement property damaged by the Service Provider, or its employees, agents or sub-contractors, shall be repaired or replaced by the Awarded Service Provider at no cost to TEAMRCD.
- K. Insurance.** Offerors must meet all insurance requirements as outlined in Attachment A, the "Acknowledgement of Insurance Requirements and Certification of Ability to Provide Coverages Specified" affidavit, which must be executed and submitted with the proposal. Certificate of Insurance shall only be completed by the Service Provider, and TEAMRCD shall be an additional insured on Service Provider's comprehensive liability insurance coverages, with the right of subrogation waived as to TEAMRCD. Additional Insured may be required by the Property owners also.
- L. Drug Free Workplace.** Service Provider's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.
- M. Right to Review Services, Facilities, and Records.** TEAMRCD reserves the right to review any portion of the services performed by the Service Provider under the Agreement, and the Service Provider agrees to cooperate to the fullest extent possible. The Service Provider shall furnish to TEAMRCD such reports, statistical data, and other information pertaining to the Service Provider's services as may be reasonably required by TEAMRCD. The right of TEAMRCD to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by the Service Provider shall not relieve the Service Provider of any obligation set forth in the Agreement.
- N. Permits, Ordinances and Regulations.** Any and all fees required by State, County, local laws, regulations and/or tariffs that pertain to work performed under the terms of the Agreement shall be paid by the Service Provider.
- O. Independent TEAMRCD.** The Service Provider, and its employees, agents and subcontractors, in performing the related Agreement operate as independent contractors and not as employees or agents of TEAMRCD. W-9's will be required to filled out with the necessary Tax information.

## PROPOSAL FORMAT AND CONTENT

- A. Presentation.** Proposals shall be typed, double spaced, and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Please do not include any unnecessarily elaborate or promotional material.

For ease of review, the proposal submitted shall be organized in a logical manner consistent with the Scope of Services. Non-compliance with this format may be deemed as non-responsive and cause for proposal rejection.

### 3. Work Plan

Offerors shall provide a narrative that addresses the Scope of Work and shows offerors' understanding of TEAMRCD's needs and requirements. Offerors shall:

a. Describe the approach to completing the tasks specified in the Scope of Work. To the extent the Proposal covers both the Greer Ranch conservation Easements and the Adeline Farm Conservation Easement, the Work Plan must contain separate sections setting forth a Work Plan for the Greer Ranch conservation Easements and a separate Work Plan for the Adeline Farms Conservation Easement.

b. Identify methods that offerors will use to ensure quality control and schedule control for the project.

## EVALUATION CRITERIA

TEAMRCD will evaluate the offers received based on the following criteria (in no particular order) including, but not limited to:

### 1. Qualifications of the Offeror

Technical experience in performing work of a closely similar nature; experience working with public agencies; assessment by offeror's references; knowledge of applicable laws and regulations.

### 2. Staffing and Project Organization

Qualifications of offeror's staff; key personnel's level of involvement in performing related work cited in "Qualifications of the Offeror" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

### 3. Work Plan, i.e., Scope of Work

Depth of offeror's understanding of TEAM RCD's requirements and overall quality of work plan; logic, clarity and specificity of work plan; ability to meet the project deadline; reasonableness of proposed schedule.

### 4. Cost and Price

Reasonableness of the total price and competitiveness of this amount with other offers received; adequacy of data in support of quoted amounts; reasonableness of individual task budgets.

### 5. Completeness of Response

Completeness and responsiveness of the Offer in accordance with RFP instructions; exceptions to or deviations from RFP requirements which TEAMRCD cannot or will not accommodate; other relevant factors will not be considered elsewhere. Any errors, omissions, insertions or other irregularities in an Offer may be grounds for rejection of such an offer as determined in the sole discretion of TEAMRCD, no matter how minor, insignificant or immaterial such irregularity may appear to be.

## SCOPE OF SERVICES

### CONSERVATION EASEMENT MONITORING AND REPORTING REQUIREMENTS

TEAM RCD RESERVES THE RIGHT TO CONSIDER PROPOSALS FOR THE Greer Ranch Conservation Easements and the Adeline Farms Conservation Easement separately or together, and to accept on proposal that covers both or to accept two separate proposals, one that covers the Greer Ranch Conservation Easement and one that covers the Adeline Farm Conservation Easement.

#### Greer Ranch Conservation Easements

General Description of Easements – The Greer Ranch Easements are located within the Greer Ranch residential community. It is comprised of 7 parcels of varying size, terrain and foliage (See attached Map). Any monitoring must be coordinated with the Greer Ranch Homeowners Association for access purposes.

The following is a list of the monitoring and reporting requirements:

1. Monitoring must be completed quarterly each year, preferably around the same week each year.
2. Each conservation area must be individually inspected for possible encroachments, nuisance water, alteration or polluting of natural watercourse, non-native species, fencing and trash deposits. Any observation should be documented, photographed, GIS location and a separate email sent to TEAMRCD contact immediately.
3. Photographs will be taken each quarter from preapproved locations within each conservation area. Time, date and direction of each photo will be included in the report with the photograph. Any damage or other infringements into the conservation easements should also be photographed for documentation purposes.
4. Failure of native plants should be specifically documented, both in writing (name and description of the plants failing and any identifiable causation). These too should be photo documented.
5. Prepare an annual report comprised of information gathered during each quarterly inspection and submit to TEAMRCD prior to January 31<sup>st</sup>, each year.

#### Adeline Farms Conservation Easement

General Description of Easements – The Conservation Easement is located within the Adeline Farms residential community. (See attached Map)

The following is a list of monitoring and reporting requirements:

1. Inspection must be undertaken once each year, preferably during the same week each summer.
2. The conservation area must be inspected for possible encroachments, nuisance water, alteration or polluting of natural watercourse, non-native species, fencing and trash deposits. Any observation should be documented, photographed, GIS location and a separate email sent to TEAMRCD contact immediately.
3. Photographs will be taken each quarter from preapproved locations within each conservation area. Time, date and direction of each photo will be included in the report with the photograph. Any damage or other infringements into the conservation easements should also be photographed for documentation purposes.
4. Failure of native plants should be specifically documented, both in writing (name and description of the plants failing and any identifiable causation). These too should be photo documented.
5. Prepare an annual report comprised of information gathered during each yearly inspection and submit to TEAMRCD prior to January 31<sup>st</sup>, each year

**ATTACHMENT A**  
**ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

**Insurance Requirement Summary**

The Service Provider shall purchase and maintain insurance provided by insurance companies admitted in and regulated by the State of California, as required in the Contract Documents, and in amounts equal to the requirements set forth in the Contract Documents, and shall not commence work under this contract until all insurance required by the Contract Documents is obtained in a form acceptable to the TEAMRCD, nor shall the Service Provider allow any subcontractor to commence work on a subcontract until all insurance required for the Service Provider has been obtained.

TEAMRCD reserves the right to establish different coverage limits for Commercial General Liability and Property Damage including Motor Vehicle by so providing in writing as an official notice, as a permit requirement, or as a requirement contained elsewhere in the Contract. In such event, the coverage limits therein shall prevail, otherwise, the Service Provider shall meet the following requirements:

Service Provider shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by Service Provider. Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless TEAMRCD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the Service Provider, its employees, agents, subcontractors or representatives, as follows:

Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form.)

Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto.)

Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

**TEAMRCD as Additional Insured.** This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to TEAMRCD, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCD, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service

Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to TEAMRCD.

Waiver of Subrogation. Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCD for all work performed by Service Provider, its employees, agents and subcontractors.

Acceptability of Insurers. Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCD in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by Service Provider and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of Service Provider that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to TEAMRCD prior to issuance of the first Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCD. Service Provider acknowledges and agrees that such insurance is in addition to Service Provider's obligation to fully indemnify and hold TEAMRCD free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Service Provider in performing services assigned by TEAMRCD.

Coverage Verification. Service Provider shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section. The Service Provider shall have presented, at the time of execution of the Agreement, the Insurance Certifications and Endorsements required in the Agreement.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF  
ABILITY TO PROVIDE COVERAGE SPECIFIED

To be filled out by Insurance Agent, Carrier, Provider)

I, \_\_\_\_\_, the \_\_\_\_\_ of  
(President, Manager, Owner)

\_\_\_\_\_  
(Name of Company, Corporation) certify that these insurance requirements have been

read and understood and that \_\_\_\_\_ (Name of Insurance Provider) is  
able to provide the coverage, as specified.

\_\_\_\_\_  
Signature of President, Manager, Owner

\_\_\_\_\_  
Date

**ATTACHMENT B COST PROPOSAL  
FORM**

**Due Date and Time for Proposal Submittal:** August 25, 2016 by 4:00 p.m. Any omissions, additions, substitutions, conditions or alternates in an offeror's proposal will be considered irregularities and may be cause for rejection of the offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the offeror.

The undersigned does hereby propose to provide services in accordance with all provisions of the Request for Proposals including, but not limited, to the Scope of Work, Exhibits, and references for the following price. Incomplete submittal of requested information as called out in the proposal specification requirements may deem the proposal as non-responsive.

**BID PROPOSAL**

Conservation Easements	Cost
Greer Ranch	
Adeline Farms	
Total Cost	

The enclosed proposal **MUST** include the following required submittals:

- (1) Identification of Proposed staffing, qualifications and organization
- (2) Work Plan
- (3) Acknowledgement of Insurance Requirements (Attachment A)
- (4) Cost Proposal (Attachment B)

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Agent (Printed or Typed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

**DRAFT**  
**TEMECULA-ELSINORE-ANZA-MURRIETA**  
**RESOURCE CONSERVATION DISTRICT**  
**AGREEMENT FOR SERVICES BY SERVICE PROVIDER**

This Agreement for Services ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAMRCD") and \_\_\_\_\_ ("Service Provider")

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- A. TEAMRCD desires to engage the services of Service Provider to perform such services as may be assigned, from time to time, by TEAMRCD in writing;
- B. Service Provider agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to TEAMRCD that Service Provider possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- C. The services to be performed by Service Provider shall be specifically described in one or more written Agreements issued by TEAMRCD to Service Provider pursuant to this Agreement.

**AGREEMENT**

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, TEAMRCD and Service Provider agree to the following:

**ARTICLE I**

**TERM OF AGREEMENT**

1.1 This agreement shall become effective on the date first above written and shall continue until July 31, 2020, unless sooner terminated as provided for herein.

**ARTICLE II**

**SERVICES TO BE PERFORMED**

2.1 Service Provider agrees to provide such services as may be assigned, from time to time, in writing by TEAMRCD. Each assignment shall be made in the form of a written agreement ("Assignment Agreement"). Each such Assignment Agreement shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by Service Provider, the amount of compensation to be paid, and the expected time of completion.

2.2 Service Provider may at Service Provider's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, and other service providers as the Service Provider deems necessary to perform each assignment, provided that service provider shall not subcontract any work to be performed without the prior written consent of TEAMRCD.

**ARTICLE III**

**COMPENSATION**

3.1 In consideration for the services to be performed by service provider, TEAMRCD agrees to pay Service Provider as provided for in this Agreement.

3.2 Each Assignment Agreement shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by Service Provider to its clients.

3.3 TEAMRCD shall reimburse Service Provider for reasonable and necessary expenses incurred by Service Provider in the performance of services for TEAMRCD. Reimbursement shall be according to a schedule set forth in each Assignment Agreement.

**3.4** Service Provider shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any Assignment Agreement unless approved in advance by the Commission and General Manager of TEAMRCD, in writing.

**3.5** Unless otherwise provided for in any Assignment Agreement issued pursuant to this Agreement, payment of compensation earned shall be made in monthly installments after receipt from TEAMRCD of a timely, detailed, corrected, written invoice by TEAMRCD's Project Manager, describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of TEAMRCD. Such invoices shall also include a detailed itemization of expenses incurred. Such invoices shall be received in TEAMRCD's office on or before the 15th day of the month, for payment on or about the 15th day of the following month. All payments are made on or about the 15th day of the month. Each such invoice shall be provided to TEAMRCD by Service Provider within 15 days after the end of the month in which the services were performed.

#### **ARTICLE IV**

#### **SERVICE PROVIDER OBLIGATIONS**

**4.1** Service Provider agrees to perform all assigned services in accordance with the terms and conditions of this Agreement including those specified in each Assignment Agreement. In performing the services required by this Agreement and any related Assignment Agreement, Service Provider shall comply with all local, state and federal laws, rules and regulations. Service Provider shall also obtain and pay for any permits required for the services it performs under this Agreement and any related Assignment Agreement, unless indicated in writing by TEAMRCD.

**4.2** Except as otherwise provided for in each Assignment Agreement, Service Provider will supply all personnel and equipment required to perform the assigned services.

**4.3** Service Provider shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by TEAMRCD. Service Provider agrees to conform to, and comply with all applicable health and safety laws and regulations, including the Federal and State Occupational Safety and Health Act (OSHA) regulations. Service Provider assumes complete responsibility and liability for the safety of its employees, agents and subcontractors, and shall indemnify and hold harmless TEAMRCD from any claims, damages, fines, penalties, attorney's fees and costs arising from any injuries, damages or claims relating to this Agreement. Service Provider shall procure and maintain for the duration of this Agreement insurance against claims for personal injuries or property damages which may arise from or relate to the performance of the work hereunder by the T Service Provider, its employees, agents, subcontractors or representatives, as follows:

**4.3(a)** Commercial General Liability, including operations, products and completed operations shall have a liability limit of \$2,000,000 per occurrence for bodily injury, personal injury and property damage; \$1,000,000 if the total amount of the Work Order/Agreement is less than \$35,000 and authorized by the General Manager. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work required by this Work Order or the general aggregate limit shall be twice the required occurrence limit. Coverage shall at least be as broad as Insurance Services Office Commercial General Liability Coverage (Form CG 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Service Provider's protective Liability Coverage Form.)

**4.3(b)** Automobile liability coverage shall be no less than \$1,000,000 per accident for bodily injury and property damage and coverage shall be at least as broad as Insurance Services Office Form CA 0001 covering Automobile Liability, Code C1 (any auto).

**4.3(c)** Workers Compensation Insurance as required by the State of California and Employer's Liability Insurance.

**4.3(d)** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by TEAMRCD in advance.

**4.3(e) TEAMRCDC as Additional Insured.** This Commercial General Liability and Automobile Liability Policies shall provide that TEAMRCDC, its officers, officials, employees, agents, volunteers and supervising engineer are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Service Provider or arising out of work or operations performed by or on behalf of the Service Provider under this Work Order, including materials, parts or equipment furnished in connection with such work or operations. For any claims related to the work formed under this Work Order, the Service Provider's insurance coverage shall be primary as to TEAMRCDC, its officers, officials, employees, agents, volunteers and supervising engineer. Any insurance maintained by TEAMRCDC, its officers, officials, employees, agents, volunteers or supervising engineer shall be excess to Service Provider's insurance and shall not contribute with it. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be cancelled by either party except after thirty (30) days prior written notice to TEAMRCDC.

**4.3(f) Waiver of Subrogation.** Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may require from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to give effect to this waiver of subrogation. The Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of TEAMRCDC for all work performed by Service Provider, its employees, agents and subcontractors.

**4.3(g) Acceptability of Insurers.** Insurance required by this Section is to be placed with an insurer admitted in and regulated by the State of California with a current AM Best rating of no less than A-X. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum AM Best rating of "A", Financial Category "X", and shall be domiciled in the United States, unless otherwise approved by TEAMRCDC in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by TEAMRCDC and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of TEAMRCDC that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to TEAMRCDC prior to issuance of the first Agreement. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to TEAMRCDC. Service Provider acknowledges and agrees that such insurance is in addition to Service Provider's obligation to fully indemnify and hold TEAMRCDC free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the negligence, recklessness or willful misconduct of Service Provider in performing services assigned by TEAMRCDC.

**4.3(h) Coverage Verification.** Service Provider shall furnish TEAMRCDC with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCDC. Service Provider shall require and verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section.

**4.4** Service Provider hereby covenants and agrees that TEAMRCDC, its officers, employees, and agents shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injury or death caused by, or resulting from, or claimed to have been caused by or resulting from, any negligence, recklessness or willful misconduct of TEAMRCDC. Service Provider shall hold harmless, defend and indemnify TEAMRCDC and its officers, employees, agents and volunteers from and against any and all liability, loss, damage, fines, penalties, expense and costs, including, without limitation, attorneys' fees and litigation expenses and costs, of every nature arising out of or related to Service Provider's negligence, recklessness or willful misconduct related to or arising from the performance of the work required under this Agreement and any related Assignment Agreement or other agreement or TEAMRCDC's failure to comply with any of its obligations contained in this Agreement and any related Agreement, except as to such loss or damage which was caused by the active negligence or willful misconduct of TEAMRCDC.

**4.6** In the event that TEAMRCDC requests that specific employees or agents of Service Provider supervise or otherwise perform the services specified in each Agreement, Service Provider shall ensure that such individual(s) shall be appointed and assigned the responsibility of performing the services if feasible.

**4.6** In the event Service Provider is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. TEAMRCDC shall obtain all necessary permits and approvals in connection with this Agreement, any Agreement or

Change Order. However, in the event TEAMRCD is required to obtain such an approval or permit from another governmental entity, TEAMRCD shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

#### ARTICLE V

##### **TEAMRCD OBLIGATIONS**

5.1 TEAMRCD shall:

5. (a) Furnish all existing studies, reports and other available data pertinent to each Agreement that are in TEAMRCD's possession;

5.(b) Designate a person to act as liaison between TEAMRCD and the General Manager and/or designated contact of Service Provider.

#### ARTICLE VI

##### **ADDITIONAL SERVICES, CHANGES AND DELETIONS**

6.1 During the term of this Agreement, TEAMRCD may, from time to time and without affecting the validity of this Agreement or any Agreement issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by TEAMRCD.

6.2 In the event Service Provider performs additional or different services than those described in any Agreement or authorized Change Order without the prior written approval of TEAMRCD, Service Provider shall not be compensated for such services.

6.3 Service Provider shall promptly advise TEAMRCD as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by TEAMRCD.

6.4 In the event that TEAMRCD orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by TEAMRCD, and Service Provider shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

#### ARTICLE VII

##### **TERMINATION OF AGREEMENT**

7.1 In the event the time specified for completion of an assigned task in an Assignment Agreement exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Assignment Agreement, and thereupon this Agreement shall automatically terminate without further notice.

7.(a) Notwithstanding any other provision of this Agreement, TEAMRCD, at its sole option, may terminate this Agreement at any time by giving 10 day written notice to Service Provider, whether or not an Assignment Agreement has been issued to Service Provider.

7(B) In The event of termination, the payment of monies due TEAMRCD for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

## **ARTICLE VIII**

### **TEAMRCD STATUS**

- 8.1 Service Provider shall perform the services assigned by TEAMRCD in Service Provider's own way as an independent contractor, in pursuit of Service Provider's independent calling and not as an employee of TEAMRCD. Service Provider shall be under the control of TEAMRCD only as to the result to be accomplished and the personnel assigned to perform services. However, Service Provider shall regularly confer with TEAMRCD's assigned liaison and President as provided for in this Agreement.
- 8.2 Service Provider hereby specifically represents and warrants to TEAMRCD that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, Service Provider represents and warrants that the individual signing this Agreement on behalf of Service Provider has the full authority to bind Service Provider to this Agreement.

## **ARTICLE IX**

### **AUDIT AND OWNERSHIP OF DOCUMENTS**

- 9.1 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by Service Provider in connection with the performance of services assigned to it by TEAMRCD are the sole property of TEAMRCD, and Service Provider shall promptly deliver all such materials to TEAMRCD. Service Provider may retain copies of the original documents, at its option and expense. Use of such documents by Service Provider for project(s) not the subject of this Agreement shall be at Service Provider's sole risk without legal liability or exposure to TEAMRCD.
- 9.2 Service Provider shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, certified payroll, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as TEAMRCD may deem necessary, Service Provider shall make available to TEAMRCD's agents for examination of all such records and will permit TEAMRCD's agents to audit, examine and reproduce such records.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

- 10.1 This Agreement supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by Service Provider for TEAMRCD and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.
- 10.2 Service Provider shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of TEAMRCD. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

**10.3** In the event Service Provider is an individual person and dies prior to completion of this Agreement or any Agreement issued hereunder, any monies earned that may be due Service Provider from TEAMRCD as of the date of death will be paid to Service Provider's estate.

**10.4** Time is of the essence in the performance of services required hereunder. Service Provider agrees to be bound by the schedule presented as part of this Agreement. Extensions of time within which to perform services may be granted by TEAMRCD if requested by Service Provider and agreed to in writing by TEAMRCD. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of Service Provider.

**10.5** Service Provider shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

**10.6** TEAMRCD expects that Service Provider will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of Service Provider's duties under this Agreement or create any conflicts of interest. If required by law, Service Provider shall file a Conflict of Interest Statement with TEAMRCD.

**10.7** Any dispute which may arise by and between TEAMRCD and Service Provider, including Service Provider's employees, agents and subcontractors, shall be submitted to binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures. However, Service Provider shall continue to perform as required by the Agreement during any dispute between TEAMRCD and Service Provider.

**10.8** During the performance of the Agreement, Service Provider and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. Service Provider and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Service Provider and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Service Provider and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Service Provider shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**10.9** TEAMRCD is subject to the provisions listed in the prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts may be applicable to this Agreement. If required by law, Service Provider shall not pay less than the prevailing wage.

**10.10** Service Provider's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.

**10.11** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to be in full force and effect and shall not be affected thereby.

In witness whereof, the parties hereby have made and executed this Agreement as of the day and year first above-written.

***Service Provider***

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a California Resource Conservation District**

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

**CONSERVATION EASEMENT MAPS  
GREER RANCH AND ADELINE FARMS**

# Greer Ranch Maps

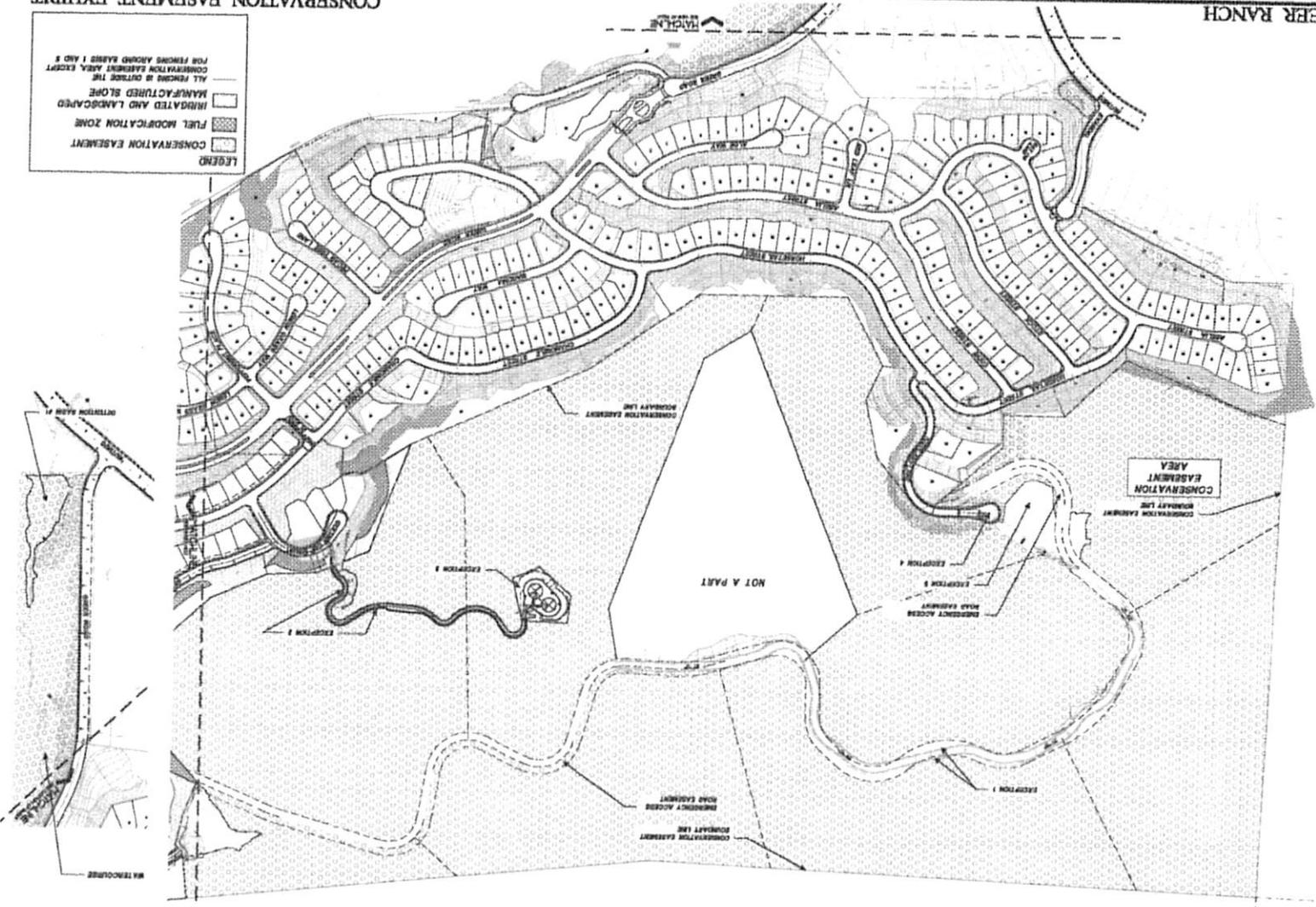
Greer Ranch

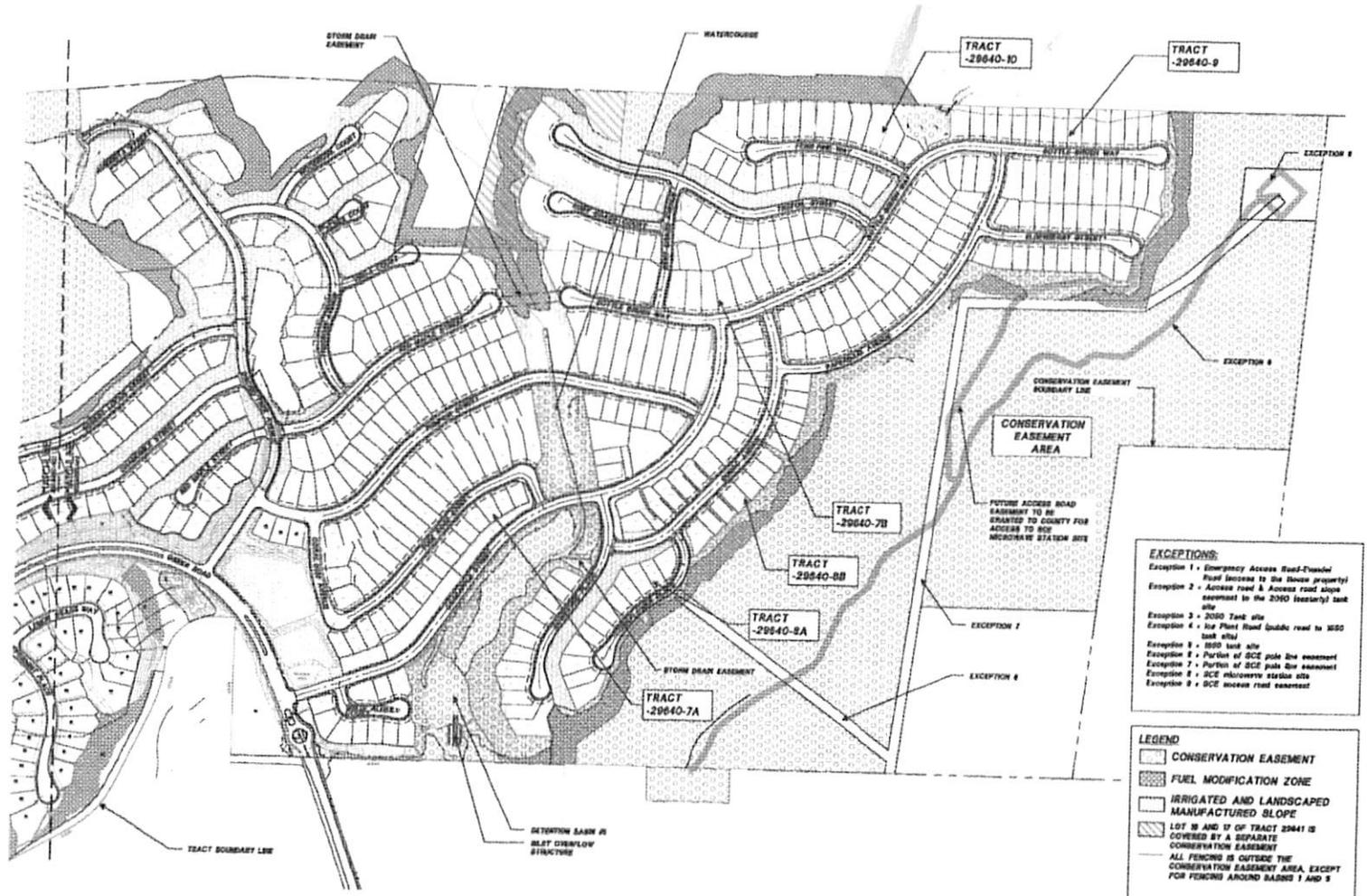


Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroX, GeoEye, IGN, AerGRID, IGN, IGP, Swisstopo, and the GIS user community. RCR 1/15

CONSERVATION EASEMENT EXHIBIT

- LEGEND
- CONSERVATION EASEMENT
  - FUEL MODIFICATION ZONE
  - MANUFACTURED SLOPE
  - IRREGULAR AND LANDSCAPED
  - ALL FINISH IS OUTSIDE THE CONSERVATION EASEMENT AREA EXCEPT FOR FINISHES AROUND BARS 1 AND 2



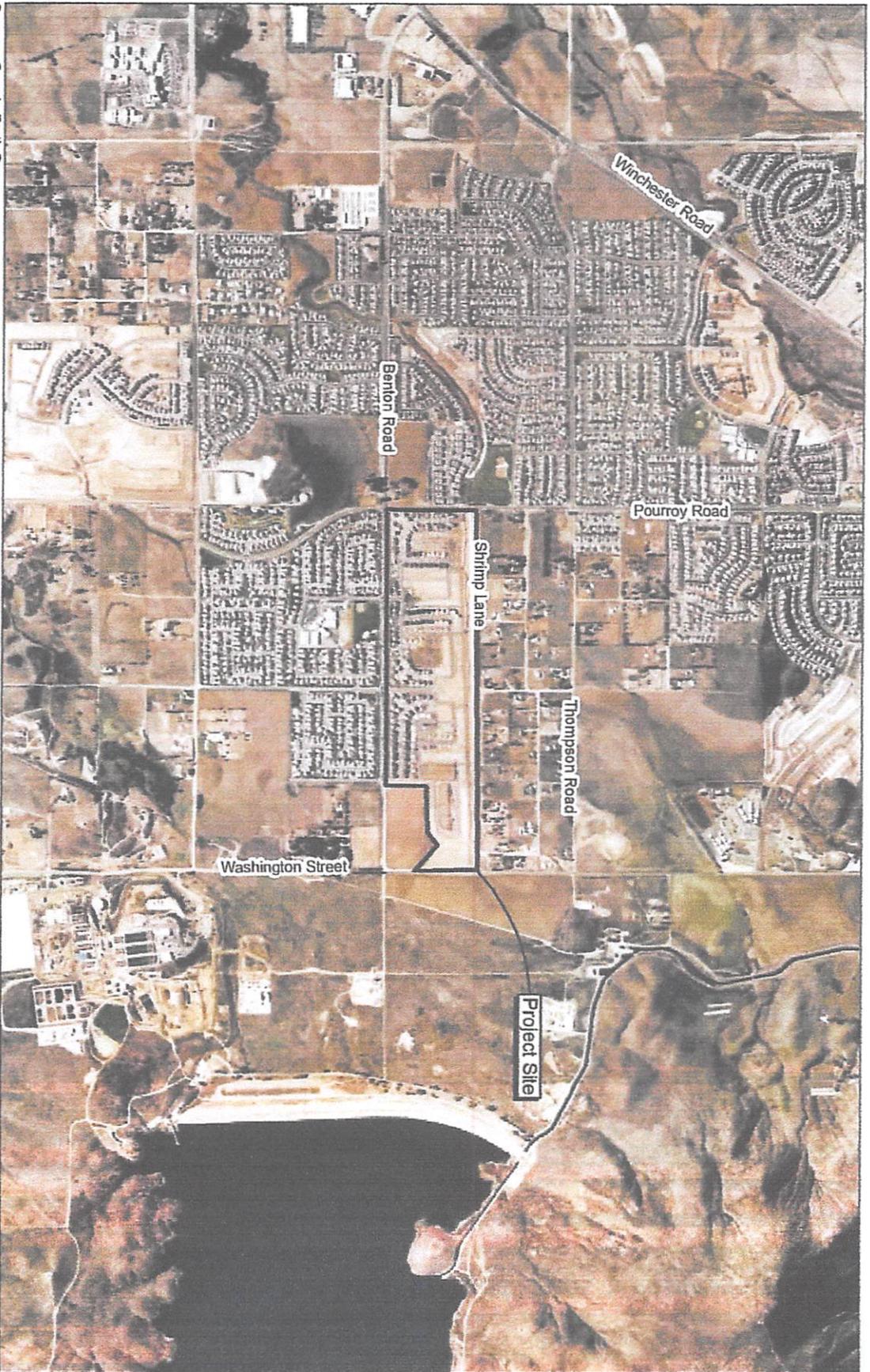


GREER RANCH  
MURRIETA, CA  
LENNAR

CONSERVATION EASEMENT EXHIBIT



# Adeline Farm Maps



Source: Google Earth Pro.



Feet

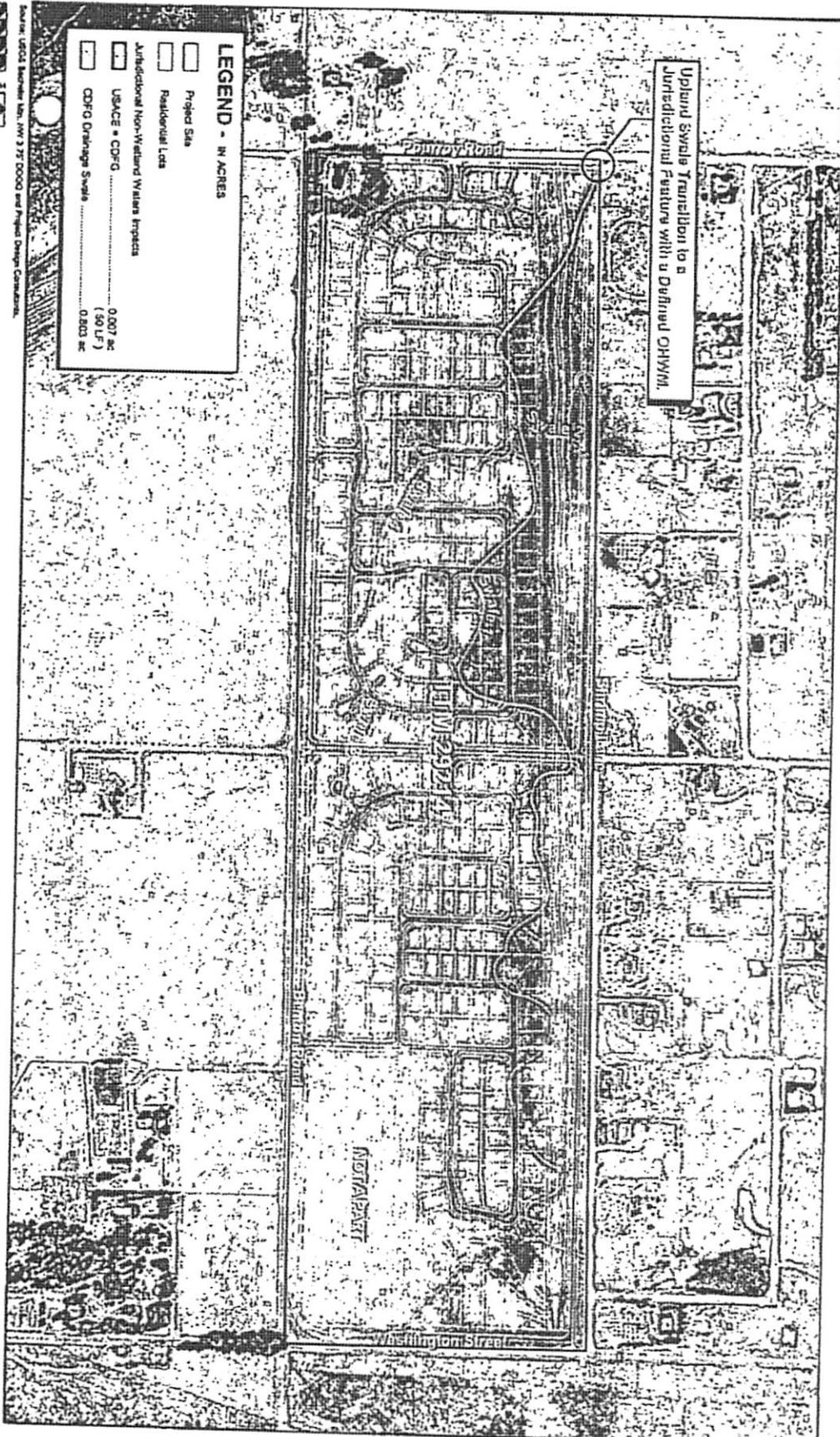
Michael Brandtman, Associates

01470047 • 07/2008 | 2\_local\_aerial.mxd

*Adeline Farms*

## Exhibit 2 Local Vicinity Map Aerial Base

SHEA HOMES • ADELIN'S FARM  
AS-BUILT REPORT



Map Scale: 0 400 Feet

North Arrow

Map Source: USGS Shuttle Map, NW 37' 0000 and Project Design Coordinates.

Map Date: 03/17/2004 - 07/20/04

*Adrian Farms*

Exhibit 3  
Jurisdictional Impacts  
POWERS PROPERTY (774 2271) (SAUP) - SIEGA HOMES

CONSERVATION EASEMENT FOR  
TRACT NOS. 28297 AND 28298



AREA OF DONATION

LEGEND	DESCRIPTION	AREA
	CONSERVATION AREA	18.7 AC
	EASEMENT AREA	1.29 AC
	SETBACK BUFFER (MAY BE PARTIALLY EXCLUDED)	6.17 AC
	WETLAND AREAS OF THE U.S.	6.89 AC
	WETLAND BUFFER OF THE STATE	6.24 AC

AREA OF DONATION

LEGEND	DESCRIPTION	AREA
	WETLAND	1.12 AC
	WETLAND BUFFER (MAY BE PARTIALLY EXCLUDED)	2.71 AC

*Arlin Farms*



**AECASC**  
ANALYTICAL ENGINEERING & CONSULTANTS  
INCORPORATED  
10000 15th Street, Suite 100  
Denver, CO 80202  
Tel: 303.733.8800  
Fax: 303.733.8801  
www.aecasc.com

# **WATER AUDITS**

RANCHO CALIFORNIA WATER DISTRICT

# Agricultural Irrigation Efficiency Program

---

Post Irrigation System Evaluation for  
Pat Brown

By: Lance Andersen

4/11/2016



## Post Inspection Summary

The post inspection on your property for the Agricultural Irrigation Efficiency Program (AIEP) was performed on July 15, 2016. The irrigation system improvements made have significantly improved system performance. The Distribution Uniformity (DU) for the system was found to be at 93%. The estimated water need for the grove with the system improvements is now at, 4.11 ac/ft. Regular maintenance is still an important part of good irrigation maintenance. There were a few sprinklers that were found during the post inspection that needed adjustment. Overall the system was in very good working order and trees should respond well to improved system efficiency.

## System Specifications

<b>Site Description</b>	Pat Brown Acct. # 3049500				
Crop Type	Avocado	Crop Age	30 years	Sprinkler Type/GPH*	14
Acres	4.5	Canopy Diameter	20 by	Wetted Radius*	7.5
Tree Spacing				Wetted Area	177 ft <sup>2</sup>
Sprinklers per tree			1		
Meter Size	1 1/2"	Submain Size	2" & 1 1/2" PVC	max emitters/lateral	14
Main Line Size	2" PVC	Lateral Type/Size	1/2" poly	max emitters/set	150

## Soil Type

### Sandy Loam

Available Water Holding Capacity	0.14 inches per inch
Root Depth	20 inches

## Summary of Audit Findings

Audit Date	7/15/2016
Average Lateral Line Pressure	18 PSI
Average Sprinkler Flow	12 GPH
Distribution Uniformity Findings	93%

## Audit Data

Audit Data is included on separate page

## Recommendations for Improvements

System looks great!

\*\*Receipts were given to auditor at time of inspection and Mission RCD will submit receipts to RCWD

Recommended Sprinkler Flow	14 GPH	Wetted Radius	7.5 feet
----------------------------	--------	---------------	----------

*Flow and Pressure Data from system inspection*

Pressure			Flow			Combined Block Summary	
BLOCK 1	BLOCK 2	BLOCK 3	BLOCK 1	BLOCK 2	BLOCK 3	Pressure (average all)	18
8 values	8 values	8 values	20 values	20 values	20 values	Pressure (average low 1/4)	17
18	17		200	200		Overall Pressure Uniformity	93%
19	18		190	190			
17	18		190	180		Flow (average all)	11.8
18	18		180	190		Flow (average low 1/4)	10.9
18	19		190	190		Overall Flow Uniformity	92%
20	20		190	190			
19	18		200	190		Overall Global Uniformity	93%
18	17		190	200			
			180	180			
			180	190			
			170	180			
			190	170			
			190	160			
			200	170			
			190	160			
			190	180			
			170	170			
			180	190			
			190	190			
			190	200			
						Block Identification	

Individual Block Uniformity	BLOCK 1	BLOCK 2	BLOCK 3
Pressure (average all)	18	18	#DIV/0!
Pressure (average low 1/4)	17.5	17	#NUM!
Pressure Uniformity	95%	94%	#NUM!
Max Pressure	20	20	0
Min Pressure	17	17	0
Flow (average all)	11.9	11.7	#DIV/0!
Flow (average low 1/4)	11.2	10.5	#NUM!
Flow Uniformity	94%	90%	#NUM!
Max Flow Rate	12.7	12.7	0.0
Min Flow Rate	10.8	10.2	0.0
Individual Block Uniformity	95%	92%	#NUM!

## *Suggested Irrigation Schedule*

### Irrigation Schedule\*

	Runtime		Frequency		
JAN	6.6	hours	every	10.5	days
FEB	6.6	hours	every	11.4	days
MAR	6.6	hours	every	6.5	days
APR	6.6	hours	every	7.4	days
MAY	6.6	hours	every	5.5	days
JUN	6.6	hours	every	4.9	days
JUL	6.6	hours	every	4.9	days
AUG	6.6	hours	every	5.1	days
SEP	6.6	hours	every	5.9	days
OCT	6.6	hours	every	8.3	days
NOV	6.6	hours	every	9.6	days
DEC	6.6	hours	every	10.1	days

\*This irrigation schedule is a general estimate based on 2006/2007 weather conditions.

The schedule does not take into account irrigation system inefficiencies, rainfall, or leaching requirements. Please review your property's water allocation before considering the implementation of this schedule.

# MEADOWVIEW PROJECT

Subject **Re: Meadowview Project**  
From Rose Corona <rose.corona@teamrcd.org>  
To Teri Biancardi <teribiancardi@icloud.com>  
Date 2016-07-21 17:05



We can bring this up at the next meeting to see if we are interested, which the Board already mentioned they were. We will have to approve putting an RFP out but give me a chance to go over the information. I haven't had two seconds to even look at this stuff. We have to put an RFP together and then put this out to Mission and RCRC and any other organization that might be interested in this.

Rose

On 2016-07-21 16:44, Teri Biancardi wrote:

Hi Rose,

Thank you for laying out the process for me. I had understood from the meeting I attended and presented at that your Board voted to allow both RCRC and Mission RCD the opportunity to bid on our project.

Can you make a recommendation as to the next step? I am keen to offer options to our Association in terms of project managers and contracts, as well as administration of the RCFCWCD funds, but time is not our friend. We are aiming to be grading by the end of October. The risk to the public in leaving this hazard intact any longer is too high.

I welcome any suggestions you may have to expedite matters.

Teri

Sent from my iPhone

On Jul 21, 2016, at 1:59 PM, Rose Corona <[rose.corona@teamrcd.org](mailto:rose.corona@teamrcd.org)> wrote:

Dear Teri,

Thank you for contacting us and forwarding this information. In regards to forwarding this information to RCRC, I cannot give a "blessing" to forwarding information to the RCRC until I have a chance to discuss this with the Board first. You can certainly forward information as you please however, this should not and cannot be misconstrued as an approval by our Board that we are asking them to take over this project within our District Boundaries. Just because an RCD may have the capability to do the work, does not give them the right to perform work within our District Boundaries without the Board's express permission.

We would have to invite them into our district by asking for a proposal from them under our existing MOU with them. The rules are the same for all RCD's. We cannot work within RCRC's district on projects without their permission to do so and it is usually done with an MOU where we would take a secondary position in any project within their boundaries and only with their permission. Even after all of this is done, LAFCO may have to approve such an MOU.

Following is the process we usually follow in regards to be involved with projects within our district boundaries.

1. First of all, our Board would have to decide if we wish to be involved in the project.
2. If the Board decides there is no interest in being involved, it would have to vote in some way to acknowledge that there is no interest and

permission would likely be granted to whatever another RCD is to do work within our district.

3. A special MOU or written authority would have to be given to authorize the outside RCD to work within our boundaries.

4. It may then have to be approved by LAFCO at a regularly schedule Board Meeting.

5. The same is true if we decide that TEAM RCD would want to be involved. If our Board would like to be involved but doesn't have the capacity to do all of the work listed, we would work in putting together the talents of other RCD's and agencies and create an MOU with them to see how and what work would be done in collaboration with the other RCD.

We could work together and oversee the projects in some way potentially working as project manager or at the very least the pass through for the project.

6. We would then put together a proposal for the Meadowview Project and put together an RFP not just to RCD's but also to private entities that do these kinds of projects to get the most competitive bids out there in order to make this project economically feasible.

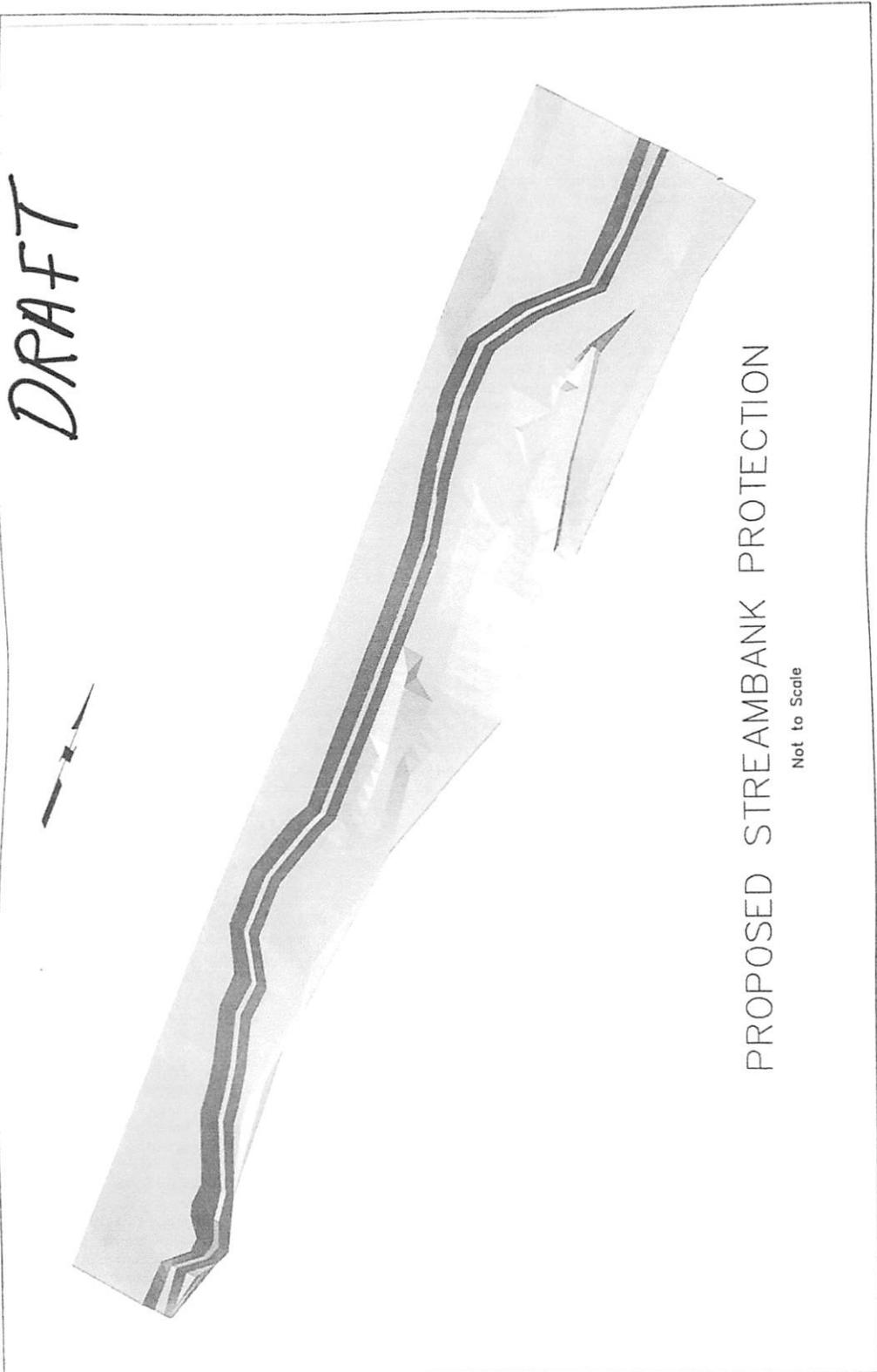
7. We would submit those to you for your review at which point you could compare it to the numbers given to you by the Bureau of Reclamation to see if that is within the funds you have available and notify us of the result in order for us to inform our Board members of the next steps.

I hope this clarifies your question and feel free to reach out to me anytime.

Best Regards,

Rose Corona



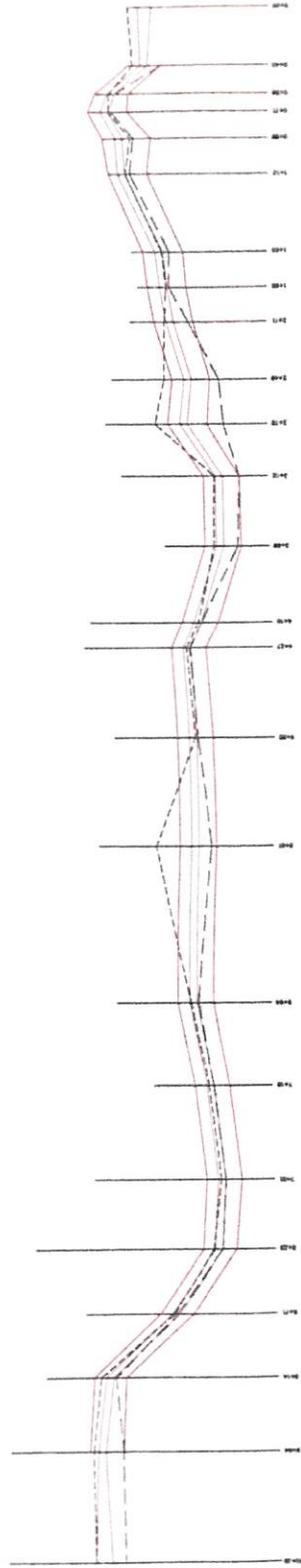


**DRAFT**

PROPOSED STREAMBANK PROTECTION

Not to Scale

DRAFT



PLAN VIEW OF STREAMBANK STABILIZATION PROJECT -- WEST BANK

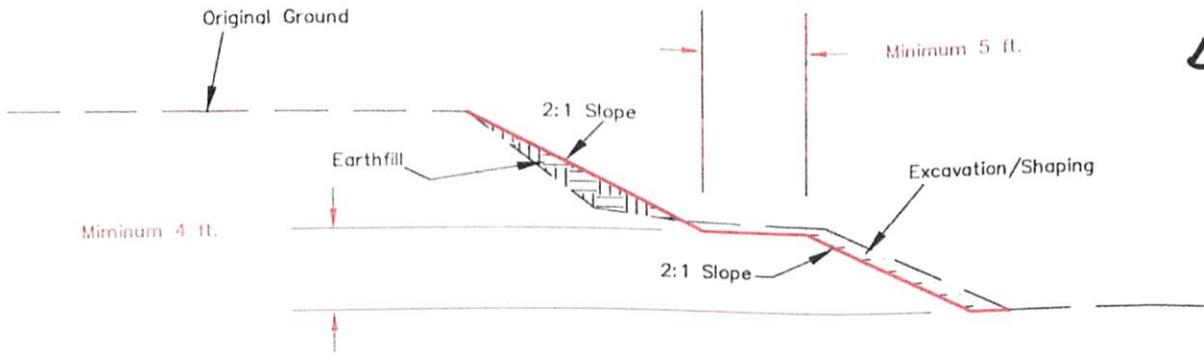
- Denotes construction limits
- Denotes 5 foot bench
- - - Denotes existing ground line -- top of slope
- - - Denotes existing ground line -- toe of slope

Approved: \_\_\_\_\_  
Checked: XXX  
Drawn: JMC  
Designed: JLD, JLS  
Date: 2011

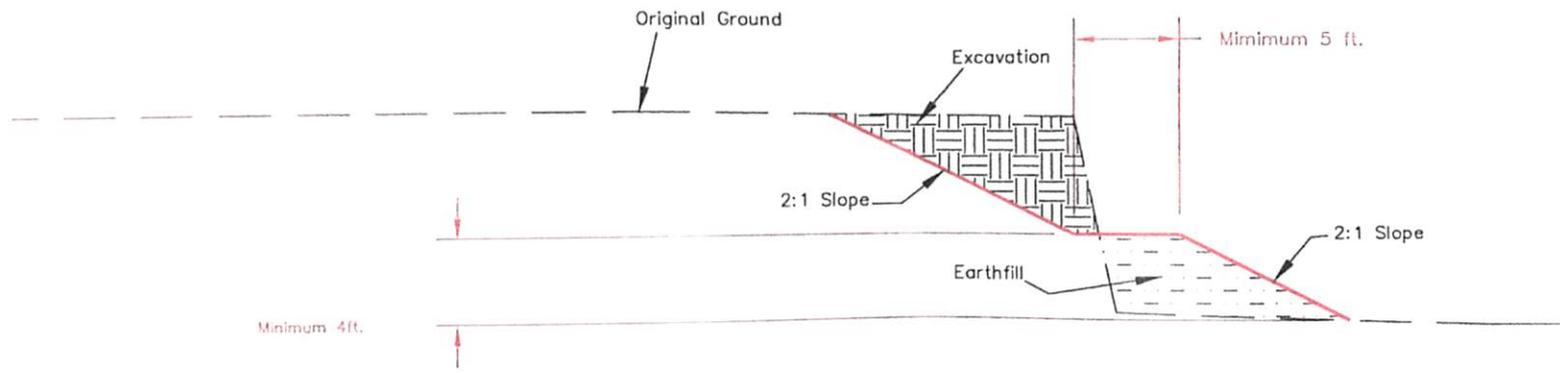
Streambank and Shoreline Protection  
PLAN VIEW OF STREAMBANK STABILIZATION PROJECT  
MEADOWVIEW HOA  
Eduard-Munster-Alex PCD, Fremont, Riverside County, CA  
Job Code: 500  
ENG CLASS: N

NRCS  
NATURAL RESOURCE CONSERVATION SERVICE  
10000 10th Avenue, Suite 100  
Fresno, CA 93720  
Tel: 559-271-5000  
Fax: 559-271-5001  
www.nrcs.usda.gov

DRAFT



Cross Section 3+15 – Typical Excavation/Shaping @ Existing Bench Locations  
Not To Scale



Cross Section 4+10 – Typical Excavation/Shaping @ Existing Vertical Bank Locations  
Not To Scale

Date	_____
Drawn	_____
Checked	_____
Approved	_____
Project No.	_____
Sheet No.	_____
Scale	_____
Author	_____
Reviewer	_____
Client	MEADOWVIEW HOA
Project Name	Streambank and Shoreline Protection Typical Cross Sections
Project Location	El Estero - Mariposa Area, RD, Fresno Co., California, Riverside County
Code	200 CODE 200
Logo	
File Name	_____
Drawing Number	_____
Sheet	1 of 1







