

ACTION/DISCUSSION ITEMS

FVS PARTNERS

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

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

To Corps at:

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

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

To CDFW at:

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

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

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

Ph: 951-387-8992 ♦ www.TEAMRCD.org

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

To TEAM RCD at:

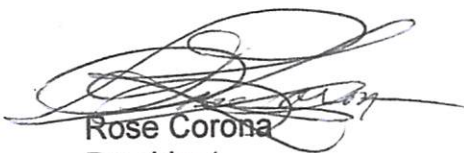
Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593
Attn: Rose Corona, Board President

To FVS at:

<FVS to designate contact info:

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

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



Rose Corona
President

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

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

Ph: 951-387-8992 ♦ www.TEAMRCD.org

WEEKLY REPORT: TEAMRCD MANAGER

Week of October 16th 2017

Total hours worked: 8

DOC GRANT

Total DOC Grant Hours: 2

Work Summary:

- Review of grant requirements
- Development of deliverables list/planning document

IRRIGATION AUDITS/CROP SWAP

Total Irrigation Audits/Crop Swap Hours: 0

Work Summary: N/A

MITIGATION

Total Mitigation Hours: .5

Work Summary:

- RCA MOU discussion and email to Jonathan Ingram

NETWORKING/OUTREACH

Total Networking and Outreach Hours: 0

Work Summary: N/A

GENERAL ADMIN

Total General Admin Hours: 5.5

Work Summary:

- Filing system organizational plan
- Board agendas annual calendar – critical items
- Manager annual calendar

GRANT DELIVERABLE I: TIER 1 STATUS

General:

- **Actions:**
 - Email Jenny DiStefano re: deadlines for deliverables: March 1st 2018 vs December 31st 2018
 - Begin Computer File for Tier I Items in preparation for submittal
- Reimbursement Process:
 -

ITEMS COMPLETED

- State Controller Government Compensation Report
 - Submitted 1/31/17
- Form 700s
 - Current; submitted April 1st, 2017
- Oath of Office
 - Current (**Action plan:** Dave will double-check files)
- LAFCO Reports: will provide as requested; nothing requested so far
- Written records/agendas/minutes
 - **Action plan:**
 - get any unsigned minutes signed
- Agendas on website
- Annual Plan
- Investment Policy

UNKNOWN STATUS

- Independent audit
 - Compilation done for 15-16; in progress for 16-17
 - Unknown: status for 17-18: compilation vs annual audit?
 - **Note:** if full audit is needed, then RFP for potential firm should be distributed February – March of 2018
- Conflict of Interest Code
 - **Action Plan:**
 - Dave to locate
 - Potentially have Riverside County Counsel review

NON-APPLICABLE

- Payroll tax (no current employees)
- State Board of Equalization Reports
- Personnel Policy (no current employees)

OUTSTANDING ITEMS

- Director training
 - Ethics Training
 - Sexual Harassment Training
 - **Action plan:**
 - Discussion item for November
 - Research options besides links/log-ins provided; for example, having a group training to get all of these items out of the way
 - Check California Special District's Association website/SDRMA website for in-person training opportunities
- Long-Range Plan
 - **Action Plan:**
 - review expiration date
 - Research examples of similar districts
 - Mandy/Jen to provide contacts for smaller districts to enable review of their plans
- Bidding policy
 - **Action plan:**
 - Jen to send policy
 - Dave to review; update for TEAMRCD
 - Agendize for 2018
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DOC GRANT DELIVERABLE II: DUE DILIGENCE

Action Plan: revisit planning work from May 2017

CARCD/DOC GRANT DELIVERABLE: LONG-RANGE PLAN

WEEKLY REPORT: TEAMRCD MANAGER

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GENERAL ADMIN

Total General Admin Hours: 5.5

Work Summary:

- Filing system organizational plan
- Board agendas annual calendar – critical items
- Manager annual calendar

WEEKLY PLAN FOR WORK: OCTOBER 23RD 2017

- Monday 10/23: 6
- Tuesday 10/24: 8
- Wednesday 10/25: 6

Total hours to be worked: 20

DOC GRANT

Total DOC Grant Hours: 2

Workplan:

- **Major priority:** research availability/cost options for in-person presenter for board meeting
- **Other work:**
 -

DUE DILIGENCE

Total Due Diligence Hours:

Workplan:

IRRIGATION AUDITS/CROP SWAP

Total Irrigation Audits/Crop Swap Hours: 1

Workplan:

- Scheduling emails/calls (1)

MITIGATION

Total Mitigation Hours: 0

Workplan:

NETWORKING/OUTREACH

Total Networking and Outreach Hours: 0

Workplan:

GENERAL ADMIN

Total General Admin Hours: 7

Workplan:

- November Packet Development (2)
- Email/voicemail (1)
- File System Organization:
 - General filing (1)

- Going through minutes to check for signatures (as needed for DOC grant app); filing in archive (2)
- Ongoing list development: records destruction
 - Old board packets (1)

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MONTHLY TEAMRCD CALENDAR: AGENDA

JANUARY

- Action Items:
- Discussion Items:
 - FPPC Form 700 Reminder: Deadline of April 1st

FEBRUARY

- Action Items
 - RFP for annual audit, if necessary
- Discussion Items
-

MAY

- Action Items
- Discussion Items
 - Annual budget – draft

JUNE

- Action Items
 - Annual Budget - final
- Discussion Items

JULY

- Action Items
 - Annual meeting items: executive positions; committee membership; date/time of regular board meeting
- Discussion Items

OCTOBER

- Action Items
 - Delegate for CARCD annual meeting, to vote on behalf of CARCD (must be a regular director)
- Discussion Items

GENERAL

Things to keep your eyes out for, what aren't necessarily month-specific:

- Spring: CARCD SoCal Inland Region Meeting
- California Special Districts Association (CSDA) elections
-

TASK BREAK-OUT

MONTHLY

January

- Board Tasks
 - Annual ethics and sexual harassment training completion review
 - Assignment of outstanding ethics and sexual harassment for directors
- Financial
 - Annual State Controller's Report

February

March

- Mitigation:
 - Annual CDFW Report Review and Submittal by March 31st
 - Quarterly Greer Ranch Photos

April

- Board Tasks
 - FPPC Form 700 due April 1st

May

June

- Mitigation
 - Quarterly Greer Ranch Photos

July

August

- Board
 - Reappointment process begins: contact County of Riverside Clerk of the Board who will initiate the process/provide necessary forms; one designated board member should approach County Supervisor with jurisdiction over that area
 - 2018: Rose Corona; Mike Newcomb; Judy Guglieamana
 - 2020: Dave Kuhlman; Carol Lee Brady
 -
- Financial
 - Annual audit
 -

September

- Mitigation
 - Quarterly Greer Ranch Photos

October

- Development of annual workplan

- **Action plan:** Mandy/Jen to provide contacts at smaller districts who can provide examples of smaller annual plans

November

- Board Reappointments and oaths of office:
 - **2018:** Rose Corona; Mike Newcomb; Judy Guglieamana
 - **2020:** Dave Kuhlman; Carol Lee Brady
 -
- CARCD
 - Annual conference – second or third week of November

December

- Mitigation
 - Quarterly Greer Ranch Photos

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DOC GRANT DELIVERABLE II: DUE DILIGENCE

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CARCD/DOC GRANT DELIVERABLE: LONG-RANGE PLAN

OLD BUSINESS

MOU RCA

**MEMORANDUM OF UNDERSTANDING BY AND
BETWEEN THE WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION AUTHORITY AND
THE TEMECULA-ELSINORE-ANZA-MURRIETA
RESOURCE CONSERVATION DISTRICT
REGARDING HABITAT MANAGEMENT PURSUANT
TO THE WESTERN RIVERSIDE COUNTY HABITAT
CONSERVATION PLAN**

RCA
Version

This Memorandum of Understanding ("MOU") is entered into by and between the Western Riverside County Regional Conservation Authority ("RCA"), a public agency and joint powers authority, and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("Reserve Oversight Manager"), a California resource conservation district, as of the date set forth below. RCA and Reserve Oversight Manager are sometimes referred to in this MOU individually as a "Party," or collectively as the "Parties."

R E C I T A L S

WHEREAS, RCA is a public agency and joint powers authority created pursuant to the provisions of Government Code section 6500 et seq. The RCA is composed of seventeen (17) member agencies, including the County of Riverside and sixteen cities within the western part of the County, for purposes of wildlife and plant life conservation and to provide primary policy direction for implementation of the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"); and

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

WHEREAS, the Parties share a common interest in sustaining the integrity of regional biological and natural systems and the human and economic values they support in Western Riverside County; and

WHEREAS, the MSHCP, of which RCA was a signatory, went into effect in June 2004, and was designed to meet the challenge of rapid urbanization by providing for the conservation of significant habitat and the preservation of endangered, threatened, and rare species in a coordinated and efficient manner; and

WHEREAS, one of RCA's primary responsibilities is to acquire or document the acquisition of property for assembly of the MSHCP Conservation Area, including lands qualifying as Additional Reserve Lands, defined as conserved habitat totaling approximately 153,000 acres needed to meet the goals and objectives of the MSHCP (MSHCP Implementing Agreement, section 3.3 at p. 4), and Public/Quasi-Public Lands, meaning that subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and expected to be managed for open space value and/or in a manner that contributes to the conservation of species covered by the MSHCP (MSHCP Implementing Agreement, section 3.90 at p. 13); and

WHEREAS, efforts to coordinate conservation programs among local, state, and federal agencies in California are well-established. This MOU establishes a partnership between the RCA and Reserve Oversight Manager to cooperate in the implementation of the MSHCP; and

WHEREAS, one of RCA's responsibilities is to encourage the exchange of information regarding Public/Quasi-Public (PQP) Lands, meaning that subset of MSHCP Conservation Area lands totaling approximately 347,000 acres of lands known to be in public/private ownership and that are managed for conservation and/or open space value and/or in a manner that contributes to the conservation of species covered by the MSHCP (MSHCP Implementing Agreement, section 3.90 at p. 13); and

WHEREAS, one purpose of this MOU is to encourage the Reserve Oversight Manager to manage self-sustaining conservation areas with three primary management goals, 1) maintain or improve habitat conditions and ecosystems functions within the MSHCP Conservation Area, 2) manage natural processes so that species diversity is maintained along with overall ecosystem health, 3) reduce disturbance regimes and minimize threats that affect habitats and natural communities in the MSHCP Conservation Area; and

WHEREAS, as further identified in Exhibit "A," Reserve Oversight Manager owns certain parcels of land in fee title or under conservation easements that are located outside of the Criteria Cells and which qualify as Public/Quasi-Public Lands pursuant to MSHCP Implementing Agreement section 3.90 page 13 ("PQP Lands"); and

WHEREAS, in addition to PQP Interests, and as further identified in Exhibit "B" Reserve Oversight Manager owns certain parcels of land in fee title or under conservation easements that are located within the Criteria Cells ("ARL Interests"); and

WHEREAS, a second purpose of this MOU is to confer take to Reserve Oversight Manager pursuant to Sections 13.1 and 18.0 of the Implementing Agreement to conduct management and monitoring activities on Reserve Oversight Manager-controlled property in compliance with the Implementing Agreement, the Permits and the MSHCP (including, but not limited to, page 7-66); and

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, RCA and Reserve Oversight Manager hereto agree as follows:

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

2. Definitions. Unless otherwise defined by this MOU, all capitalized terms in this MOU will have the same definition as the MSHCP and the Implementing Agreement. Specifically,

(a) "General Management Measures" is defined in Section 5 of the MSHCP, specifically starting at page 5-4.

(b) "Habitat" is defined in Section 3.53 of the Implementing Agreement.

3. Authority. This MOU does not modify or supersede existing statutory direction of the signatories.

4. Management.

(a) Management Goals. The overriding management goal of the MSHCP is to establish and maintain a self-sustaining MSHCP Conservation Area, which focuses on conserving Covered Species and their Habitats. In furtherance of the satisfaction of this goal, Reserve Oversight Manager agrees to manage its PQP and ARL Lands consistent with the MSHCP by maintaining and/or improving habitat conditions and ecosystem functions on such lands.

(1) The RCA agrees to provide any available digital files and hard copy maps of the PQP and ARL Lands to Reserve Oversight Manager upon request. Reserve Oversight Manager likewise agrees to provide the RCA with any available digital files and hard copy maps of the same. The Reserve Oversight Manager will provide updated information by December 31 of each year.

(2) Reserve Oversight Manager further agrees to provide any further information it possesses regarding types of vegetation and quality of vegetation on the lands it manages within the MSHCP Plan Area to the RCA.

(b) General Management Measures. In connection with its management of the PQP and ARL Lands, Reserve Oversight Manager will not undertake any action that will be adverse to the General Management Measures identified in Section 5 of the MSHCP, which General Management Measures address the processes, threats, and disturbances that affect habitat and on sustaining sufficient species diversity to maintain the health of the particular ecosystem. Reserve Oversight Manager's management shall be limited to reasonable measures to control disturbance regimes that include illegal trespass (e.g., dumping, vandalism and off-road vehicle use); altering the natural fire regime (fires too frequent or too infrequent); and habitat disturbance. Typical responses to these disturbance regimes may include, in Reserve Oversight Manager's discretion, controlling public access through appropriate fencing, gates, and signage, and trash removal.

(c) Monitoring. Subject to the execution of a right of entry agreed to by the Reserve Oversight Manager, the Reserve Oversight Manager will grant a right of entry onto the PQP and ARL Lands by RCA staff, or its designees, to carry out biological monitoring activities required by the MSHCP.

5. Management Take. Reserve Oversight Manager agrees to comply with the MSHCP Management Guidance Document (October 2010, or any amendment or updates thereto), Implementation for Non-RCA Participating Reserve Oversight Managers, when requesting take for management activities.

6. Costs and Expenses. The Parties agree that any and all additional costs that may be related to or a result of any proposed "Adaptive Management" or proposed increased management costs which may occur under the Adaptive Management Program (Section 5.2 of the MSHCP) shall be agreed to in advance of implementation by the Reserve Oversight

Manager and reimbursed to the Reserve Oversight Manager by the RCA from MSHCP Reserve Management Budget funds approved by the RCA Board.

7. Term. The term of this MOU shall continue for the life of the 75 year permit (i.e., until 2079). The Parties intend for this MOU to remain enforceable for the life of the MSHCP and any successor conservation plan.

8. Termination. This MOU can be terminated by either party with 90-days' notice. Take granted for monitoring or management to the Reserve Oversight Manager will terminate on the same date as the MOU termination.

9. Dispute Resolution. The Parties will work collaboratively to resolve issues associated with management take by taking the following steps:

(a) The Parties will make every effort to expeditiously resolve any disagreements. If resolution cannot be accomplished promptly during regularly scheduled meetings and conference calls, a further attempt to reach resolution will be promptly attempted in an interim meeting or conference call dedicated to the purpose of resolving the disagreement. All Parties agree to elevate the decision to successively higher levels within each organization to reach consensus, if possible.

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

Reserve Oversight Manager:
Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078
Phone: (951) 387-8992

RCA:
Western Riverside County Regional
Conservation Authority
Attention: Executive Director
P.O. Box 1667
3403 Tenth St., Suite 320
Riverside, CA 92502-1667
Phone: (951) 955-9700
Facsimile: (951) 955-8873

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

11. Indemnification. RCA shall indemnify and hold Reserve Oversight Manager, its officers, agents and employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to or arises from any action of the RCA, its officers, agents or employees in the execution or implementation of this MOU; Reserve Oversight Manager shall indemnify and hold RCA, its officers, agents, or employees free and harmless from liability to any person or entity not a Party to this MOU from any damage, loss or injury to person and/or property which relates to

or arises from ~~any action the negligence or willful misconduct~~ of Reserve Oversight Manager, its officers, agents or employees in the execution or implementation of this MOU.

12. Authority. This MOU does not modify or supersede existing statutory direction to any signatory to the MSHCP or the provisions of the MSHCP and is voluntarily entered into between the Parties.

13. Miscellaneous.

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

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

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

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

(e) 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.

(f) This MOU and all documents executed and delivered in connection herewith shall be governed by the laws of the State of California. The Parties agree to the jurisdiction and venue of the appropriate court(s) in the County of Riverside, State of California.

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

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the last date set forth below ("Effective Date").

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

WESTERN RIVERSIDE COUNTY
REGIONAL CONSERVATION
AUTHORITY, a public agency and joint
powers authority

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Rose Corona
President

Name: _____

Charles V. Landry
Executive Director

Approved as to Form:

Approved as to Form:

Name: _____

Karin Watts-Bazan
Assistant County Counsel

Name: _____

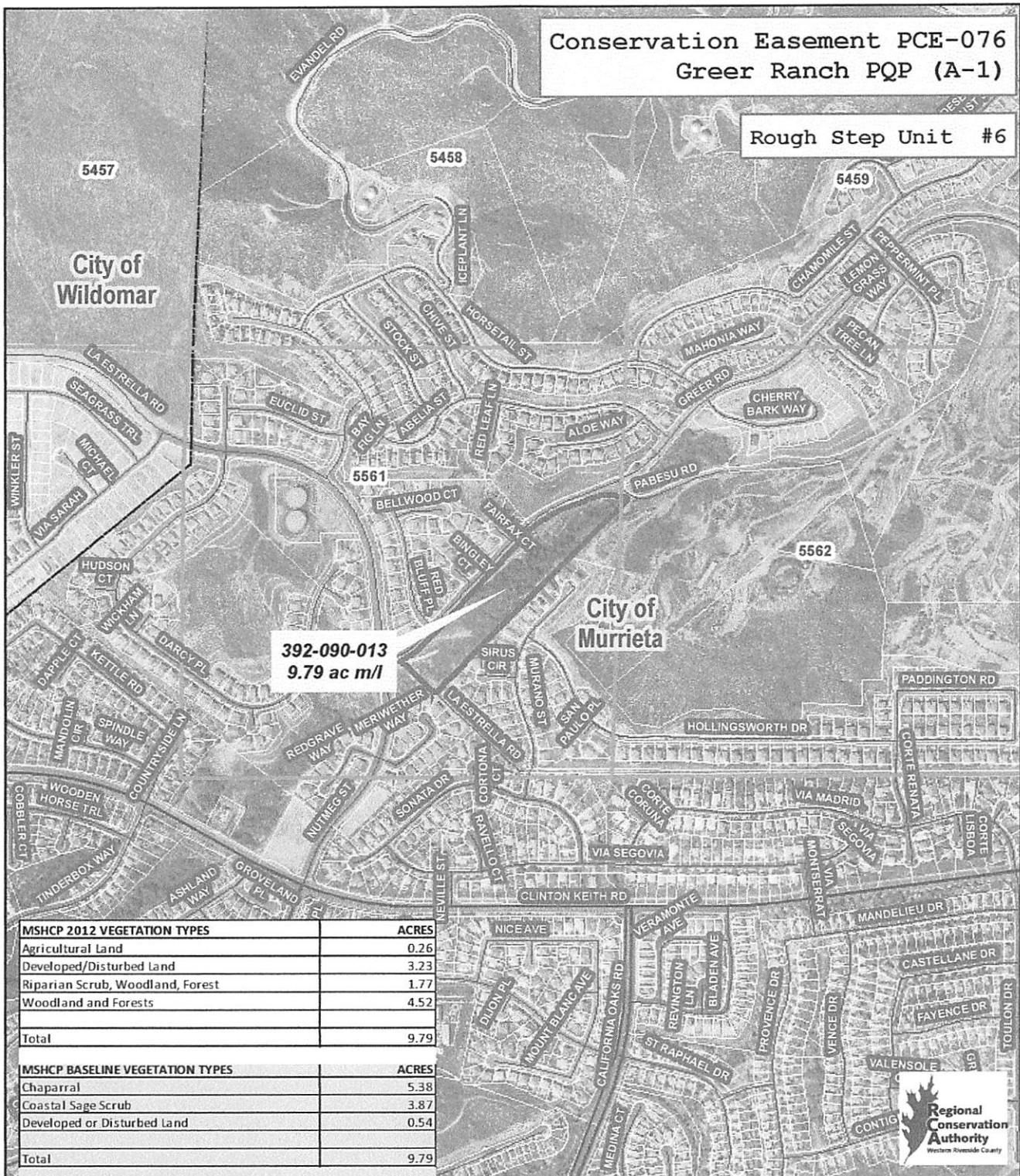
Best Best & Krieger LLP
General Counsel

**EXHIBIT A
PQP LANDS**

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

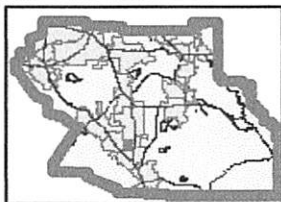
Conservation Easement PCE-076
Greer Ranch PQP (A-1)

Rough Step Unit #6



MSHCP 2012 VEGETATION TYPES		ACRES
Agricultural Land		0.26
Developed/Disturbed Land		3.23
Riparian Scrub, Woodland, Forest		1.77
Woodland and Forests		4.52
Total		9.79
MSHCP BASELINE VEGETATION TYPES		ACRES
Chaparral		5.38
Coastal Sage Scrub		3.87
Developed or Disturbed Land		0.54
Total		9.79

November 8, 2016



RC00000000

- Project Site
- RCA / MSHCP Conserved Lands
- Public/Quasi-Public Conserved Lands
- RCA / MSHCP Conservation Easements
- Criteria Cells
- Cities



Detail Number PCE-076
Acres 9.79 Acres approx.
Record Date 3/27/2009
Project Name Lennar Greer Ranch PQP CE
Source of Funding Donation
Area Plan Southwest
Management Unit Menifee
GIS Project-ID PCE-076
JPR

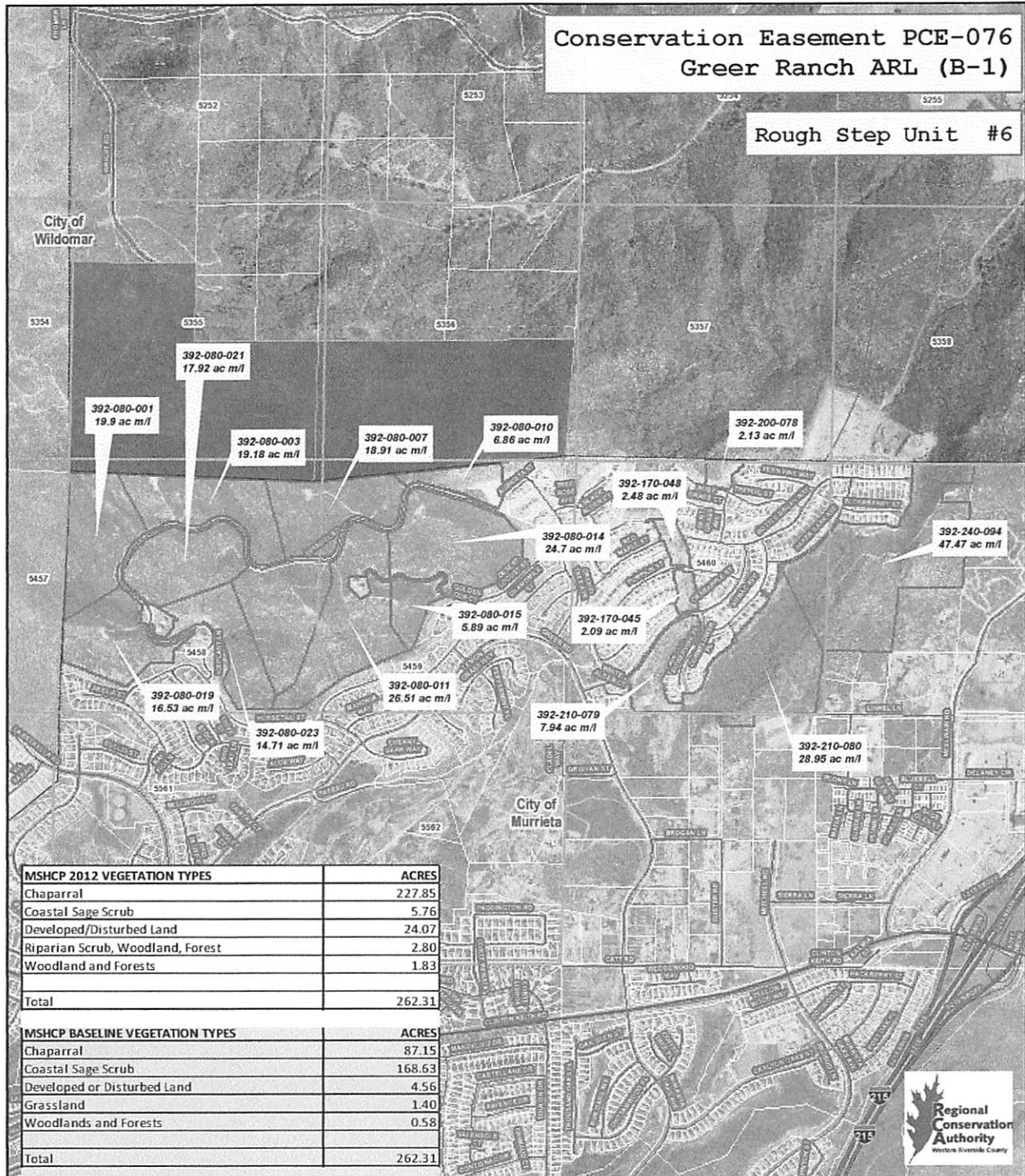


**EXHIBIT B
ARL LANDS**

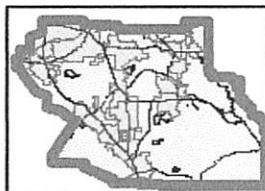
LEGAL DESCRIPTION AND DEPICTION OF PROPERTY

Conservation Easement PCE-076 Greer Ranch ARL (B-1)

Rough Step Unit #6



November 8, 2016



RC00000000

- Project Site
- RCA / MSHCP Conserved Lands
- Public/Quasi-Public Conserved Lands
- RCA / MSHCP Conservation Easements
- Criteria Cells
- Cities

0 1,600
Feet



Detail Number PCE-076
Acres 262.17 Acres approx.
Record Date 3/27/2009
Project Name Lennar Greer Ranch
Source of Funding Donation
Area Plan Southwest
Management Unit Menifee
GIS Project ID PCE-076
JPR



CROP SWAP AND AUDITS

Subject **Re: Forms for Irrigation Audit**
From Sang Nam <ssnam05@gmail.com>
To <manager@teamrcd.org>, Dunkle, Robert – NRCS, San Jacinto, CA
<Robert.Dunkle@ca.usda.gov>, <rwbilling@ranchowater.com>
Date 2017-10-26 14:33



- RCWD Complains.docx (~13 KB)

I called RCWD to have an account # that has been inactive for years. They started levy \$2.90 per day fee – seasonal shut off fee. This program application itself caused me a monthly fee. The assistance is greater than the fee? I attached my complaint in this email.

Sang Nam
5568 Barclay Ct.
Chino Hills, CA 91709

On Wed, Oct 25, 2017 at 4:16 PM, <manager@teamrcd.org> wrote:

Thanks Sang,

The forms are attached. Once I receive them I will contact Lance Anderson.
He will call you to arrange a time for the audit. Please contact me if you have any questions.

Dave McElroy
manager@teamrcd.org
[949 282-8222](tel:9492828222)

Subject **RE: Re: Forms for Irrigation Audit**
From Justin Haessly <haesslyj@ranchowater.com>
To manager@teamrcd.org <manager@teamrcd.org>, Rose Corona <rose.corona@teamrcd.org>
Cc Corry Smith <smith.corry@ranchowater.com>, Jason Martin <martinj@ranchowater.com>
Date 2017-10-30 09:03



- RCWD Complains.docx (13 KB)

He's only eligible for a free irrigation system audit if he has an active RCWD account and is using water.

I don't think that NRCS requires him to be an RCWD customer...they just want the audit report from you guys. But the only way the audit is free to him is if he has an active RCWD account.

I'll forward his complaint letter.

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

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Thursday, October 26, 2017 3:23 PM
To: Justin Haessly <haesslyj@ranchowater.com>; Rose Corona <rose.corona@teamrcd.org>
Subject: Fwd: Re: Forms for Irrigation Audit

Hi Justin,

This gentleman called on Wednesday requesting a water audit. He was working with NRCS on his avocado orchard. I sent him audit forms and an initial application saying he needed to list his account number with you. He told me he had a private well and an account. Attached is his complaint letter to RCWD. It looks doubtful now that he will send me the application and forms, but do you think he could be eligible for the free audit?

Dave

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

Subject: Re: Forms for Irrigation Audit
Date: 2017-10-26 14:33
From: Sang Nam <ssnam05@gmail.com>
To: manager@teamrcd.org, "Dunkle, Robert - NRCS, San Jacinto, CA" <Robert.Dunkle@ca.usda.gov>, rwbilling@ranchowater.com

I called RCWD to have an account # that has been inactive for years. They started levy \$2.90 per day fee - seasonal shut off fee. This program application itself caused me a monthly fee. The assistance is greater than the fee? I attached my complaint in this email.

Sang Nam

5568 Barclay Ct.

Chino Hills, CA 91709

On Wed, Oct 25, 2017 at 4:16 PM, <manager@teamrcd.org> wrote:

Thanks Sang,

The forms are attached. Once I receive them I will contact Lance Anderson.

He will call you to arrange a time for the audit. Please contact me if you have any questions.

Re: 45600 Via Tornado, Temecula, CA 91709; Account #: 3080327

NRCS required me to have an account number with RCWD. I made a call and RCWD activated an account for me with a monthly fee for seasonal shut off. I have questions on the fee involving some flaws in it.

First, the shut off fee involves no service from RCWD to the customers. RCWD provides no service relating to this fee. RCWD customer service representative tells me that this charge is for maintenance of the meter. How do you maintain the meter?

Second, why it is a monthly charge? If it is a shut off fee, it should be one time charge.

Third, RCWD is only district for this charge that can be legally challenged. What other water districts levy shut off monthly fee?

Forth, there is unfairness and negligence of this charge. RCWD told me that every property owner with a water meter turned off is supposed to pay for the shut off. I know the previous owner of this property have not been charged for years. I have not been charged until I made a call on 10/26/17. The customer representative told me that it is my responsibility to inform RCWD of the property ownership change to be charged for the shut off. Really? Do RCWD informs the property owners of the shut off charge when we purchase a land? Why some are charged and some are not? Particularly, why some old owners are not charged?

I'd like RCWD make my account inactive so it is not charged for the shut off.

Sincerely,

Sang Nam
5568 Barclay Ct.
Chino Hills, CA 91709
Tel 909 736 6619
Ssnam05@gmail.com

COMPILATION AND DISTRICT FINANCIAL TRANSACTIONS



BETTY T. YEE
California State Controller

October 20, 2017

District Fiscal Officer
Temecula Elsinore Anza Murrieta Resource Conservation District
P.O. Box 2078
Temecula, CA 925932078

SUBJECT: 2016-17 Special Districts Financial Transactions Report

Dear District Fiscal Officer:

This letter provides information regarding the 2016-17 Special Districts Financial Transactions Report (FTR). Government Code (GC) section 53891 requires the financial transactions of each local agency to be submitted to the State Controller's Office (SCO) within seven months after the close of the fiscal year. The report must contain underlying data from audited financial statements prepared in accordance with generally accepted accounting principles, if this data is available.

As mentioned in the September 8, 2017 letter, the SCO has revised the FTR forms and moved to a web-based reporting platform for the 2016-17 FTR. Please visit http://sco.ca.gov/ard_locinstr_districts_forms_fy1617.html for reporting instructions and information.

The SCO will be conducting training on December 15, 2017 and December 18, 2017 on how to use the new web-based reporting platform and how to complete the new FTR at our C Street office in Sacramento. Please register by sending an email to Kirsten Ford at kford@sco.ca.gov with the attendee's first and last name, email address, district, preferred training session (a.m. or p.m.), and phone number by November 1, 2017. We will accept attendees on a first come, first served basis; however, depending on the response, the SCO may limit the number of attendees from the same district and may be unable to accommodate your preferred session. After we have finalized the attendees, we will send an email confirming your registration by November 10, 2017. The SCO appreciates your participation and looks forward to seeing you at the training.

The financial reports are due January 31, 2018. Please submit the following documents to the SCO (see address below):

- Financial Transactions Report
- U.S. Bureau of the Census survey form

Please visit <https://lgrsonline.sco.ca.gov/account/login> to prepare and submit your report electronically. Your username and password for the web-based reporting platform are as follows:

Username: Temecula Elsinore Anza Murrieta Resource Conservation District

Password: Ab#12363304300

Please mail the U.S. Bureau of the Census form and the FTR (if filing a paper report) to:

Local Government Programs and Services Division
Local Government Reporting Section
3301 C Street, Suite 700
Sacramento, CA 95816

Please note that in accordance with GC section 12464, if the reports are not made in the time, form, and manner required – or there is reason to believe that a report is false, incomplete, or incorrect – the SCO is authorized to conduct an investigation to obtain the required information. Any costs incurred by the SCO as a result of such an investigation shall be borne by the district.

GC section 26909 requires an audit to be completed and filed with our office within 12 months after the close of the fiscal year(s) under examination. As an alternative to mailing a hard copy, you may submit an electronic copy by email to SDsupport@sco.ca.gov.

If you have any questions, or need assistance with the web-based reporting platform, please contact the Special Districts Reporting Unit at SDsupport@sco.ca.gov or (916) 327-1017, or contact Susan Tsushima at stsushima@sco.ca.gov or (916) 323-2373.

Sincerely,



RENEE HSZIEH, Bureau Chief
Local Government Policy and Reporting

Enclosures

Top Ten Reporting Issues for Special Districts Financial Transactions Report

1. A Special District that has no financial transactions during the year must file the Cover Page form and the General Information form of the Special Districts Financial Transactions Report, stating "No Activity" on the Cover Page form. A Special District that has no financial transactions but has outstanding debt taken out in the Special District's name must report the debt and any debt payments on the appropriate Debt and Statement of Revenues, Expenditures, and Changes in Fund Balances forms.
2. The activity type must reflect the services the Special District provides. Select the type of governmental/enterprise activity for which this report is being prepared.
3. Major variances require footnotes. If there is an overall reporting change, add an explanation in the Comments form. Access the footnote panel by double-clicking on the field in which the balance was reported. Invalid footnotes will be questioned by staff upon review of the Financial Transactions Report (FTR). Simply noting "Correct," "Confirmed OK," or "increase/decrease" is not acceptable. Please indicate what caused the variance (i.e., New AB 1234 law enforcement grant).
4. The Other fields on the revenue and expenditure forms are for items that do not apply to a hard-coded field elsewhere on the form. Please review all of the fields on the forms before reporting an item as Other. A footnote is required for those entries.
5. Include a footnote to explain the reason for a prior period adjustment exceeding 20% of the Fund Balance/Net Position, Beginning of Period.
6. Report residual equity transfers and transfers of capital assets as Transfer In and Transfer Out. Include a footnote to explain why and where a transfer was made.
7. The Appropriations Limit Information form must be completed by all special districts that receive property taxes and are subject to the provisions of California Constitutional Article XIII B. Refer to California Constitutional Article XIII B for specific information on this requirement. If the Special District is exempt from having an appropriation, note that in the General Comment form. Failure to report your Appropriations Limit might affect your mandated cost reimbursement.

8. If the Special District has any debt reported on the debt forms, the activity reported on the debt form must match the activity on the governmental/enterprise form (i.e., Fire Protection activity reported on the governmental form must have Fire Protection selected as the activity type on the debt form). All debt reported must have Principal and Interest (P&I) payments. If there are no P&I payments, include footnotes to explain why there are no current-year payments.
- Long-Term Debt
 - Principal Amount Issued During Fiscal Year
 - Report the total amount of principal issued during the fiscal year on the appropriate Long-Term Debt form.
 - Use a separate form for each debt issued.
 - For Governmental Activities, the principal amount issued must also be reflected on the Governmental Activity's Revenues, Expenditures, and Change in Fund Balance form, on a Long-Term Debt Proceeds line.
 - Principal Amount Matured During Fiscal Year
 - Report the amount of principal paid during the fiscal year on the Long-Term Debt form. Do not include the current portion of principal amounts that are payable in the following fiscal year or the interest payment during the fiscal year.
 - For Governmental Activities, the principal payments reported must also be reflected on the Governmental Activity's Revenues, Expenditures, and Changes in Fund Balance form on the Retirement of Long-Term Debt line.
 - Interest Payment During the Fiscal Year
 - Report the amount of interest paid during the fiscal year on the Long-Term Debt Form.
 - Report interest payments on the Interest on Long-Term Debt/Interest Expense line of the Revenues, Expenditures, and Changes in Fund Balance form of the governmental or enterprise activity related to the debt.
 - Other Long-Term Debt
 - Do not include liability type debts that have no P&I payments [e.g. Compensated Absences and Other Post-Employment Benefits (OPEB)] or interfund loans (e.g., copiers, vehicles, etc.) on the Long-Term Debt forms as Other Long-Term Debt.
9. Improvement District, Special Assessment, Mello-Roos, and Mark Roos Bonds
- Improvement District (1911 Act, 1913 Act, and 1915 Act), Other Special Assessment, Mello-Roos, and Marks-Roos bonds and Other Nonagency debts are liabilities of property owners to bondholders and not primary liabilities of the local agency. Any transactions and balances relating to these bonds should not be reported elsewhere in the Financial Transaction Report, but on Long-Term Debt form only. Unless the debt is backed fully by the faith and credit of the government or fully or partly backed by some other type of the general government commitment.
10. We cannot grant extensions to submit reports. If you are unable to submit your report, please contact the Special Districts Reporting Unit by email at SDsupport@sco.ca.gov or by telephone at (916) 327-1017. Audited financial statements can also be submitted electronically to the same email address. You must submit the signed Cover Page and the Bureau of the Census form by mail.

Supplement to the Annual Report of Special Districts

Special District ID Number:	
Name of District:	

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

- | | | | |
|---|--|--|-------------------------------------|
| <input type="checkbox"/> July 2016 | <input type="checkbox"/> October 2016 | <input type="checkbox"/> January 2017 | <input type="checkbox"/> April 2017 |
| <input type="checkbox"/> August 2016 | <input type="checkbox"/> November 2016 | <input type="checkbox"/> February 2017 | <input type="checkbox"/> May 2017 |
| <input type="checkbox"/> September 2016 | <input type="checkbox"/> December 2016 | <input type="checkbox"/> March 2017 | <input type="checkbox"/> June 2017 |

Return this form to the **California State Controller's Office:**

Local Government Programs and Services Division
Local Government Reporting Section
3301 C Street, Suite 700
Sacramento, CA 95816

If you have any questions regarding this form please contact:

U.S. Bureau of the Census, Michael Osman, 1-800-242-4523

A. Personnel Expenditures

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

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

B. Capital Outlay Expenditures for Enterprise Activities

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

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

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

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

Hospital Enterprise	Amount
Land and Equipment (Census Code G36)	\$
Construction (Census Code F36)	\$

Waste Disposal Enterprise	Amount
Land and Equipment (Census Code G80)	\$
Construction (Census Code F80)	\$

Water Enterprise	Amount
Land and Equipment (Census Code G91)	\$
Construction (Census Code F91)	\$

U.S. Bureau of the Census – Revised 10/20/77

MONITORING AND MAINTENANCE

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.

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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), protecting 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,

officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Developer and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer, its directors, officials, officers, employees, agents or volunteers. Contractor's indemnification obligations shall survive the expiration or termination of this Agreement.

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 referencing 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

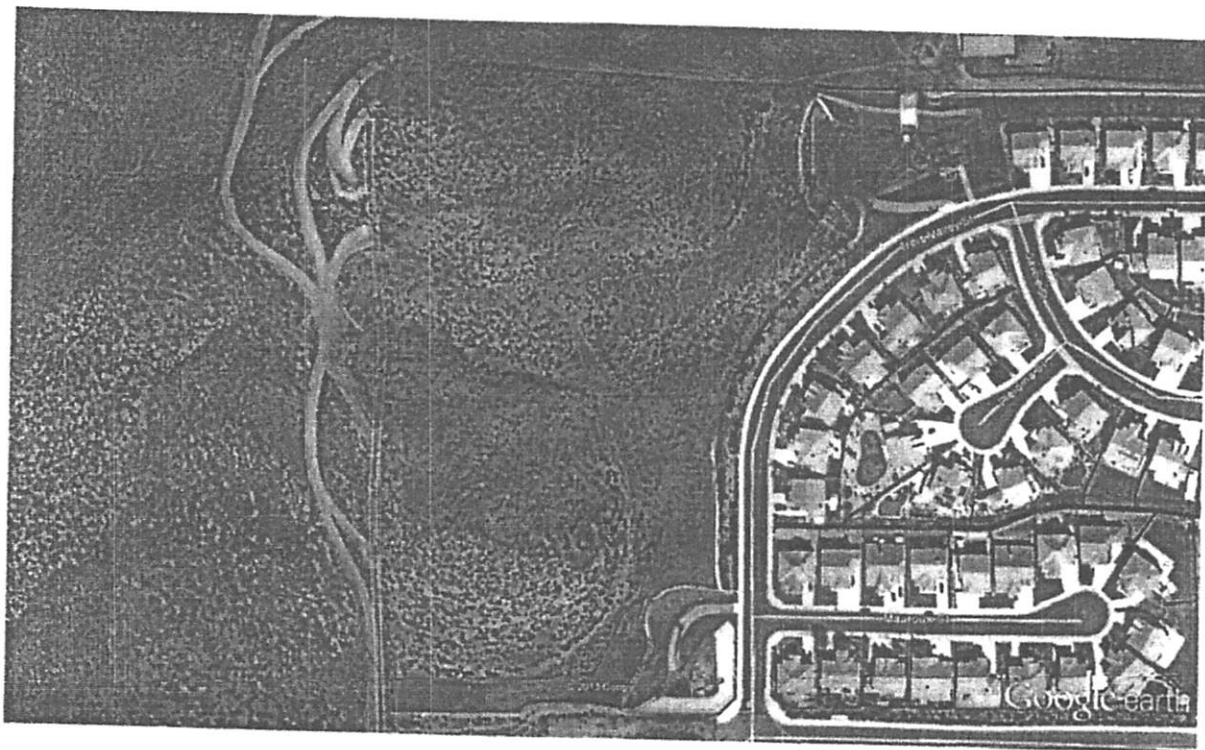
In exchange for performance of the tasks outlined in this Agreement, the Developer or its related assigns shall make the following payments:

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.

Long-Term Maintenance Plan for Country Hills HOA Open Space

DRAFT

For:
Elsinore-Murrieta-Anza
Resource Conservation District
November 2013



Prepared by:
Kerwin Russell – Natural Resources Manager
Riverside-Corona Resource Conservation District
November 2013

Introduction:

The purpose of this maintenance plan is to help maintain the functions and values of the upland habitat in order to provide adequate resources for the occupation of listed species and from losses due to impacts from human activities such as off-road vehicle damage and development by restoring and enhancing degraded areas of the project site. This plan will consider the ecological functions of the mitigation site in order to provide a maintenance plan that will provide long-term control of exotic plants within the conservation area. This will help provide the habitat area with self-sustaining plant communities which will require annual control of weeds on a rotational basis once established. This will be done by using plant selective control methods (hand weeding, spot spraying, monitoring) and use of materials that have been originated from the local Eco region and that will provide improved food, cover and reproductive opportunities for wildlife. The area currently consists of upland Riversidean sage scrub and associated plant communities, with ongoing monitoring and maintenance being provided by the mitigant.

Invasive Species Control Methods:

Invasive plant control will consist of manual removal, herbicide applications and some mechanical control, based upon density, species type and time of year. Both systemic and plant-specific herbicides will be applied using mechanical and/or pressurized equipment in areas and during conditions that are most favorable for the uptake of the herbicide. Accidental treatment and drift onto native vegetation will be avoided. This may include cutting down and manually stump treating invasive plants that would be difficult to remove or treat by chemical means. As the native vegetation grows, it may become more difficult to treat invasive plants in certain areas without endangering native plantings, manual removal will be used. Manual removal may consist of hand pulling, removal with hand tools such as shovels and hoes. Mechanical control will only be conducted as a delay measure to prevent seed set in invasive plants until herbicide treatments can be conducted. Any invasive plants growing within the waters of the US will be sprayed only with an approved aquatic herbicide. There are currently no waters of the US in the site, except for a nearby detention basin, which will not be treated as a part of this proposal.

Site Visitation and Work Schedule:

EMARCD will allow qualified biologists to visit the property to conduct surveys provided that these activities pose no significant threat to the function of the weed control program at the site. Examples of reasons for these surveys can be found in the Biological Monitoring section of the Riverside County MSHCP under Species of Special Concern. Weed control activities are expected to take between 4 and 8 hours per visit, with up to four visits per year, depending upon the year. Management practices, monitoring methods, and other activities on the site not listed in this plan that the RCD deems useful to maintaining, increasing, and/or monitoring the health of the habitat at the site may be implemented. If unforeseen changes with the site occur, EMA will provide a detailed description of the conditions in writing in the annual report and any corrective actions that may be needed. Documentation of all adaptive management actions taken will be maintained by EMARCD.

During this period, plant failure from drought, flooding or fire may occur. Under these circumstances, the area will not be replanted, but instead, will be allowed to regenerate naturally using weed control activities listed in this plan. Under normal management conditions, it is expected that these areas will recover naturally as the habitat types to be restored at the site are adapted to a disturbance prone ecosystem, where some disturbance by flood or fire can be expected, and natural recovery will occur if exotic weed species are controlled. If it is determined from observations at regular site visits that the impact area is not recovering naturally, for example due to an abnormally high level or frequency of disturbance, EMARCD will consult with the landowner and determine any corrective action.

If there are other unforeseen local circumstances such as a slow drying out of the site or changes in soil water due to lack of rainfall, measures will be taken to enhance the affected areas by controlling invasive grasses and herbaceous plants that may compete with native vegetation under these circumstances. In the case of widespread, sweeping changes in regional climate that would affect the habitat, EMARCD will implement adaptive management actions pursuant to the prevailing conditions. This may result in larger open areas, or denser native vegetation, depending on conditions. The contingency measures will insure that appropriate changes to weed control are made and that additional maintenance and monitoring will be implemented to ensure survival and establishment of both planted and volunteer native vegetation. EMARCD will monitor the project area and conduct maintenance activities (i.e., weed removal, minor trash removal, reporting and management following flood or fire damage) as necessary.

Invasive animal control to reduce herbivory is not a part of this proposal. At this time, the only herbivorous animals expected to be encountered are gophers and native rabbits, and they will not be managed as some feeding of invasive grasses may be done by these animals.

Activities performed will include the following:

Activity	Frequency
Site inspections	Quarterly and as needed
Trash removal	Quarterly as necessary
Invasive Weed Control	Quarterly as needed; Monthly in Spring as needed (Jan, Feb, Mar, or Jan/Mar/May)
Maintain documentation of all activities within the property.	Annually (calendar or fiscal year)
Assess whether any remedial actions are necessary to preserve habitat and function at the site and plan those actions where necessary.	Annually or as needed
Visits to the site with regulatory agencies or landowners.	As appropriate
Reporting	Annually

Weed control will be conducted on a rotational basis, determined by the amount, density and condition of the invasive plant material. Approximately two acres (2) will be managed for weeds each year, based upon site conditions and EMARCD inspections to determine invasive weed condition, location and density each year. A proposed rotational map is provided based upon that acreage location. This will provide a level of weed control that will allow for spot treatment of weeds around native vegetation and provide control of small populations of annual non-native forbes and grasses.

Reporting:

The conservation district will provide an annual report of all activities, using photo points to track weed control activities on the 2 acre rotational schedule. The following activities will be provided in the report:

- A summary of observations and actions taken during, and as a result of, the weeding activities.
- Photos from photo points.
- Summaries of habitat condition.
- List of any sensitive species found on the property during regular visits.
- List of any new invasive plant species detected.
- Map(s) showing locations of weed control and new invasive species, as well as any notable disturbances to the site.
- Any corrective actions that EMARCD plans to address the following year based upon adaptive management for weed control.

MEADOWVIEW

Subject **Meadowview update**
From Teri Biancardi <teribiancardi@icloud.com>
To <rose.corona@teamrcd.org>
Date 2017-10-17 08:29



Hi Rose,

It's been some time since we last spoke. I hope you are well.

I'm writing now with an update on the Meadowview Stream Restoration Project. The design has been stamped by the state NRCS engineer. All of our permits have been issued. Flood Control will be helping us with the earthworks, our responsibility in the HOA is to take care of the surface improvements, or the installation of the restoration part.

This is outside the scope of our usual activities and it would be helpful to consult the experts at the RCRCd. I would hope they could review our plans and give us advice on our plant palette and where to source those plants, as well as irrigation techniques, costs, and other questions. We're not looking for a project manager, or a bidder, merely a friendly review of our plans.

I understand TEAMRCd can invite them to help us with our project. How would you advise we could move this matter forward?

Best,

Teri

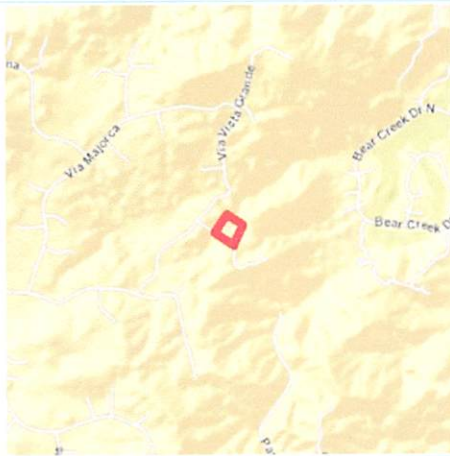
VIOLATIONS



Riverside County Parcel Report
APN 928-350-032
[Disclaimer](#)

Report Date: Monday, October 16, 2017

MAPS/IMAGES



PARCEL

APN	928-350-032-2	Supervisory District 2011 Supervisory District 2001	KEVIN JEFFRIES, DISTRICT 1 BOB BUSTER, DISTRICT 1
Previous APN	928350016	Township/Range	T7SR4W SEC 10
Owner Name	MICHAEL MGHAFOURI VICTORIA MGHAFOURI	Elevation Range	1,812 - 1,888
Address	No address available	Thomas Bros. Map Page/Grid	PAGE 927 GRID: A4 PAGE 927 GRID: B4
Mailing Address	P O BOX 97 TEMECULA CA, CA 92593	Indian Tribal Land	Not in Tribal Land
Legal Description	Recorded Book/Page: FM182/17 Subdivision Name: Lot/Parcel: 2 Block: Not Available Tract Number: Not Available	City Boundary/Sphere	Not within a City Boundary Not within a City Sphere Annexation Date: Not Applicable No LAFCO Case # Available Proposals: Not Applicable
Lot Size	Recorded lot size is 5.37 acres	March Joint Powers Authority	NOT WITHIN THE JURISDICTION OF THE MARCH JOINT POWERS AUTHORITY
Property Characteristics	No Property Description Available	County Service Area	Not in a County Service Area

PLANNING

Specific Plans	Not within a Specific Plan	Historic Preservation Districts	Not in an Historic Preservation District
Land Use Designations	R/M	Agricultural Preserve	Not in an agricultural preserve
General Plan Policy Overlays	Not in a General Plan Policy Overlay Area	Redevelopment Areas	Not in a Redevelopment Area
Area Plan (RCIP)	Southwest Area	Airport Influence Areas	Not in an Airport Influence Area
General Plan Policy Areas	SANTA ROSA PLATEAU POLICY AREA	Airport Compatibility Zones	Not in an Airport Compatibility Zone
Zoning Classifications (ORD 348)	Zoning: R-A-5 CZ Number: 5025	Zoning Districts and Zoning Areas	RANCHO CALIFORNIA, AREA
Zoning Overlays	Not in a Zoning Overlay	Community Advisory Councils	Not in a Community Advisory Council Area

ENVIRONMENTAL

CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Plan Area	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Plan Area	WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Cell Group	Not in a Cell Group
CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Conservation Area	Not in a Conservation Area	WRMSHCP Cell Number	None
CVMSHCP Fluvial Sand Transport Special Provision Areas	Not in a Fluvial Sand Transport Special Provision Area	HANS/ERP (Habitat Acquisition and Negotiation Strategy/Expedited Review Process)	None
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Plan Area	None	Vegetation (2005)	Chaparral

FIRE

Fire Hazard Classification (Ord. 787)	VERY HIGH	Fire Responsibility Area	SRA
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DEVELOPMENT FEES

CVMSHCP (Coachella Valley Multi-Species Habitat Conservation Plan) Fee Area (Ord. 875)	NOT WITHIN THE COACHELLA VALLEY MSHCP FEE AREA MSHCP Fee Area	REBD (Road & Bridge Benefit District)	SOUTHWEST AREA , C
WRMSHCP (Western Riverside County Multi-Species Habitat Conservation Plan) Fee Area (Ord. 810)	IN OR PARTIALLY WITHIN THE WESTERN RIVERSIDE MSHCP FEE AREA. SEE MAP FOR MORE INFORMATION	DIF (Development Impact Fee Area Ord. 659)	SOUTHWEST AREA
Western TUMF (Transportation Uniform Mitigation Fee Ord. 824)	IN OR PARTIALLY WITHIN A TUMF FEE AREA. SEE MAP FOR MORE INFORMATION. SOUTHWEST	SKR Fee Area (Stephen's Kangaroo Rat Ord. 663.10)	Not within a SKR Fee Area
Eastern TUMF (Transportation Uniform Mitigation Fee Ord. 673)	NOT WITHIN THE EASTERN TUMF FEE AREA	DA (Development Agreements)	Not in a Development Agreement Area

TRANSPORTATION

Circulation Element Ultimate Right-of-Way	Not in a Circulation Element Right-of-Way	Road Book Page	80
		Transportation Agreements	Not in a Transportation Agreement
		CETAP (Community and Environmental Transportation Acceptability Process) Corridors	Not in a CETAP Corridor

HYDROLOGY

Flood Plan Review	OUTSIDE FLOODPLAIN, REVIEW NOT REQUIRED	Watershed	SANTA MARGARITA
Water District	WMMD	California Water Board	None
Flood Control District	RIVERSIDE COUNTY FLOOD CONTROL DISTRICT		

GEOLOGIC

Fault Zone	Not in a Fault Zone	Paleontological Sensitivity	Low Potential: FOLLOWING A LITERATURE SEARCH, RECORDS CHECK AND A FIELD SURVEY, AREAS MAY BE DETERMINED BY A QUALIFIED VERTEBRATE PALEONTOLOGIST AS HAVING LOW POTENTIAL FOR CONTAINING SIGNIFICANT PALEONTOLOGICAL RESOURCES SUBJECT TO ADVERSE IMPACTS.
Faults	WITHIN A 1/2 MILE OF fault in basement rocks		
Liquefaction Potential	No potential for Liquefaction exists		
Subsidence	Not in Subsidence Area		

MISCELLANEOUS

School District	MURRIETA VALLEY UNIFIED	Tax Rate Areas	082003 CO FREE LIBRARY CO STRUCTURE FIRE PROTECTION CO WASTE RESOURCE MGMT DIST CSA 152 ELS MURRIETA ANZA RESOURCE CONS ELSINORE AREA ELEM SCHOOL FUND FLOOD CONTROL ADMIN FLOOD CONTROL ZN 7 GENERAL GENERAL PURPOSE MT SAN JACINTO JR COLLEGE MURRIETA CEMETERY MURRIETA UNIFIED MURRIETA UNIFIED B&J MWD WEST 1302999 ROAD JT WATER ROAD SAN R DIV DS RV CO REGIONAL PARK & OPEN SP RIVERSIDE CO OFC OF EDUCATION SO. CALIF. JT(19,30,33,36,37,56) VALLEY HEALTH SYSTEM HOSP DIST WMWD 9TH FR
Communities	La Cresta		
Lighting (Ord. 655)	Zone B, 28.32 Miles From Mt. Palomar Observatory		
2010 Census Tract	043272		
Farmland	OTHER LANDS		
Special Notes	No Special Notes		

PERMITS/CASES/ADDITIONAL

Building Permits

Case #	Description	Status
BGR060393	ROUGH GRADING PLAN FOR HORSE CORAL ONLY (NO SFR)	EXPIRED

Environmental Health Permits

Case #	Description	Status
No Environmental Health Permits	Not Applicable	Not Applicable

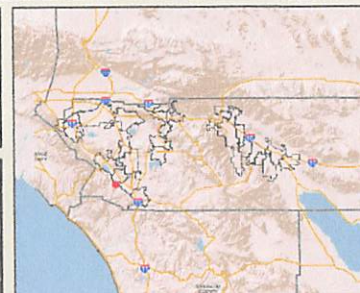
Planning Cases

Case #	Description	Status
No Planning Cases	Not Applicable	Not Applicable

Code Cases

Case #	Description	Status
CV1703043	NEIGHBORHOOD ENFORCEMENT	OPEN

2011 AERIAL



Legend

- City Boundaries
- Cities
- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers



0 219 438 Feet



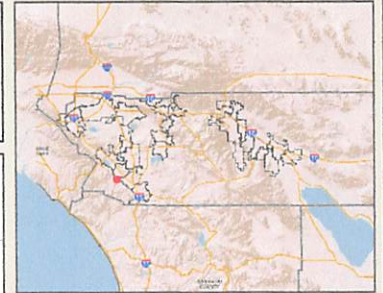
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Notes

My Map



Legend

- City Boundaries
- Cities
- roadsanno
- highways
- HWY
- INTERCHANGE
- INTERSTATE
- OFFRAMP
- ONRAMP
- USHWY
- counties
- cities
- hydrographylines
- waterbodies
- Lakes
- Rivers

City of
Murrieta



0 438 876 Feet



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Notes