

ACTION ITEMS / DISCUSSION CALENDAR

Subject **TEAMRCD**
From Pam Nelson <pamela05n@yahoo.com>
To manager@teamrcd.org <manager@teamrcd.org>
Cc teri biancardi via Google Drive <teribiancardi@icloud.com>
Date 2020-06-15 11:37



Dear TEAMRCD Board of Directors.

As chair of the local Sierra Club group, I feel a responsibility to do what I can for our watershed. We have many goals; to protect the watershed, educate the community and partner and support other entities that are making similar efforts. We have ongoing projects and are reviewing developments as they come up. We could use another partner in our mission.

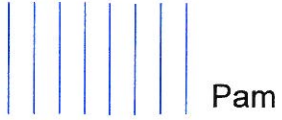
I joined your meeting on June 11th in hopes that our local RCD had become a capable steward of our watershed. I had been told that your Board asked WRCOG to decline the Bureau of Reclamation WaterSMART grant award that would've set up a Watershed Council. The reason was because you were already doing the needed work. I was disappointed about the grant and wrote a letter to Teri Biancardi and the supporters saying:

"Dear Teri,
I'm very disappointed in this outcome. Working in the SMRW for many years, I've seen that many entities do their best at managing the impacts both human and natural that come our way. Your effort to get these hard-working and often resource-depleted groups together on a Council makes so much sense! Partnerships can create a symbiotic response that no one agency can illicit. Is there anything we can do as supporters to rectify this decision?
Thanks for your extraordinary efforts,
Pam Nelson"

Because of your request to WRCOG I was hopeful that TEAM was now being supported by the County and possibly other entities and could do the job of a watershed council. That's why I attended your meeting and suggested looking into various grants to support your future efforts. Suggesting the mitigation bank grant as a planning tool for finding possible areas to preserve would've have been a good starting point since our watershed has no mitigation available when projects are in need. Rick N. made it clear in his response that you do not have staff or resources to handle any more than you are doing now and especially not a grant such as this.

Also, I was surprised that the Meadowview project was not supported by the Board. If TEAM is getting any resources, Phase II of a very successful restoration project would be an easy step forward to protecting our watershed.

Is TEAMRCD still a poor resource-lacking RCD, as it's been for decades or has there been a change? If so, we would like to work as a partner with the Board and attend more meetings if your capacity is growing. You might reconsider your request to WRCOG and be a lead and supporter of Bur. of Reclamation grant. Getting partners together and working on a way to manage our watershed is greatly needed.





June 22, 2020

Dear Ms. Nelson,

On behalf of the Board of Directors of Temecula Elsinore Anza Murrieta RCD, I wanted to write to confirm receipt of your most recent letter dated 6/15/20. Thank you for your interest in supporting opportunities for critical work for TEAM RCD.

We appreciate your input and as with all members of the public, want to ensure you are aware that you are welcome to attend any TEAM RCD board meetings. These meetings are open to the public, with the exception of periodic business requiring adjournment to closed session, with non-agendized business capable of being addressed for up to three minutes during the "Public Comment" section of the meeting.

If you are interested in discussing TEAM RCD, its' projects and history, or any other subject we can make that an Agenda item at one of our regularly scheduled Board meetings. Please be advised that public comment on agendized items are limited to 3 minutes and then public comment is closed so the Board may address the item, then move the meeting forward and continue with the remainder of the Agenda in a timely manner.

Agendas and other information about TEAM RCD can be found on our website: www.teamrcd.org

Regards,

A handwritten signature in black ink, appearing to read "Rose Corona", written over a horizontal line.

Rose Corona, Board President
Temecula Elsinore Anza Murrieta RCD
PO Box 2078
Temecula, CA 92593
Rose.corona@teamrcd.org

FUNDING AGREEMENTWATERSHED MANAGEMENT PROGRAM
FOR THE SANTA MARGARITA REGION

This Funding Agreement ("Agreement") is entered into this _____ day of _____ 2020 by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT") and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a governmental special district ("TEAMRCD"), sometimes collectively referred to as the "Parties".

RECITALS

WHEREAS, Congress in 1987 added Section 402(p) to the Federal Clean Water Act ("CWA") (33 U.S.C. §1342(p)); and

WHEREAS, Section 402(p) requires certain municipalities to obtain National Pollutant Discharge Elimination System ("NPDES") Permits for the discharge of stormwater from municipally owned flood control and stormwater drainage systems into waters of the United States. Discharge of stormwater from municipally owned flood control and stormwater drainage systems, are hereinafter called "FLOOD MANAGEMENT SYSTEM"; and

WHEREAS, pursuant to Section 402(p), the United States Environmental Protection Agency ("EPA") adopted regulations for NPDES Permit program in November 1990; and

WHEREAS, pursuant to the CWA, EPA has delegated authority to the California Regional Water Quality Control Boards ("RWQCB") to administer NPDES Permit process within the boundaries of their respective regions; and

WHEREAS, DISTRICT, County of Riverside and certain incorporated cities within the County of Riverside ("Permittees") have applied for and obtained an NPDES Permit from the Santa Ana and San Diego RWQCBs; and

WHEREAS, CWA Section 402(p) and NPDES Permits require the Permittees to develop and implement comprehensive stormwater management programs designed to reduce the discharge of pollutants to the maximum extent practicable; and

WHEREAS, the Water Quality Improvement Plan ("WQIP") for the Santa Margarita River Watershed identifies eutrophication impacts (elevated algal biomass) and nutrient loading as the watershed's highest priority water quality conditions, and

WHEREAS, WQIP identifies residential areas/activities, orchards, vineyards and nurseries as potentially key sources of nutrients in stormwater and urban runoff, and

WHEREAS, these NPDES Permits include requirements to develop programs to manage unnatural hydromodification of Waters of the United States and improve water quality within Waters of the U.S.; and

WHEREAS, Waters of the United States can be affected by the proper function of natural and modified ephemeral and small stream systems that are not part of the Permittees FLOOD MANAGEMENT SYSTEM; and

WHEREAS, the adequate function of the Permittees FLOOD MANAGEMENT SYSTEM can also be dependent on the proper function of natural and modified ephemeral and small stream systems outside of the Permittees FLOOD MANAGEMENT SYSTEM; and

WHEREAS, the 2018 Holy Fire and the resultant mud and debris flows that occurred during the 2018/2019 winter storm season demonstrated the need to have an agency within the watershed capable of assisting property owners with restoration of natural and modified stream systems following extreme events; and

WHEREAS, the role of TEAMRCD is to empower and work with willing landowners, both public and private, to address natural resource concerns including water quality and stream restoration; and

WHEREAS, the role of TEAMRCD is to utilize voluntary, cooperative, and scientifically sound methods to ensure that watersheds within TEAMRCD's service area are

sustained, conserved, restored and protected in support of productive agriculture, growing cities and high quality wild land habitats; and

WHEREAS, DISTRICT wishes to support TEAMRCD's efforts by providing financial assistance to TEAMRCD associated with the development and implementation of a watershed management program to promote proper small stream function, management, and restoration ("PROGRAM"); and

WHEREAS, DISTRICT contribution shall not exceed the total sum of One Hundred Thousand Dollars (\$100,000) in any given fiscal year and subject to the availability of sufficient funding as set forth herein. DISTRICT's contribution is intended to provide TEAMRCD with resources necessary to build a fiscally self-sufficient PROGRAM over the term of this Agreement; and

WHEREAS, this Agreement establishes the responsibilities of each Party concerning efforts to promote small scale watershed management projects within TEAMRCD's jurisdiction.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. INCORPORATION OF RECITALS. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. DEVELOPMENT AND OPERATION OF PROGRAM. TEAMRCD shall provide a qualified staff person (PROGRAM COORDINATOR) to develop and conduct PROGRAM. PROGRAM and PROGRAM COORDINATOR are to be directed solely by TEAMRCD. PROGRAM COORDINATOR's duties shall include, but not be limited to, the following:
 - a. Develop PROGRAM, including goals, objectives and action plan in consultation with District and for approval by TEAMRCD Board.
 - b. Aggregate and, as necessary, develop education materials, technical resources and funding to support stormwater management, stream care,

nutrient management and erosion/hydromodification control assistance for landowners within TEAMRCD's service area.

- c. Build relationships with local, state, and federal agencies, non-profits, and business and property owners as necessary to promote and sustain PROGRAM.
- d. Identify and pursue grants, endowments and other funding sources that can be used to build and ultimately sustain PROGRAM.
- e. Provide DISTRICT with a concise Fiscal Year Annual Report of activities in August following each full year of PROGRAM implementation.
- f. Participate in regional watershed coordination meetings including Permittee Water Quality Improvement Plan meetings, Integrated Water Resource Management Plan Meetings and other appropriate meetings as necessary to understand needs, opportunities, and constraints to development of an effective, self-sustaining PROGRAM.

3. REPORTS AND INFORMATION. PROGRAM COORDINATOR shall compile all necessary information for reporting PROGRAM activities, events, and utilization of DISTRICT's fiscal contribution during the preceding fiscal year and submit such information in a concise annual report in a format acceptable to DISTRICT (Attention: Chief of Watershed Protection Division) on or before August 20th following each fiscal year.

4. PAYMENT. TEAMRCD shall invoice DISTRICT (Attention: Chief of Watershed Protection Division) during the 1st quarter of the DISTRICT's Fiscal Year (July 1st to September 30th) for an amount not-to-exceed \$100,000, which shall be used to fund a portion of salary, benefits and overhead for PROGRAM COORDINATOR and support PROGRAM activities in that fiscal year (July 1st to June 30th). All payments shall be contingent upon the approval of DISTRICT's Fiscal Year Budget by DISTRICT's Board of Supervisors.

5. TERM OF AGREEMENT. The term of this Agreement shall commence on the date it is executed by DISTRICT's General Manager-Chief Engineer and the Chairwoman of the Riverside County Flood Control and Water Conservation District and shall continue in effect until June 30, 2023.

6. INDEMNIFICATION. TEAMRCD shall indemnify and hold harmless DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of TEAMRCD, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of TEAMRCD, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. TEAMRCD shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by TEAMRCD, TEAMRCD shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes TEAMRCD's indemnification to Indemnitees as set forth herein.

TEAMRCD's obligation hereunder shall be satisfied when TEAMRCD has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

In the event there is conflict between this clause and California Civil Code

Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve TEAMRCD from indemnifying the Indemnitees to the fullest extent allowed by law.

7. NONINTERFERENCE. During the term of this Agreement, DISTRICT understands and agrees that it shall not directly or indirectly interfere with any of TEAMRCD's normal operations, personnel matters, nor supervise PROGRAM COORDINATOR. Under the provisions of this Agreement, DISTRICT shall bear no responsibility or liability whatsoever for the development and implementation of PROGRAM or the work conducted by TEAMRCD or its Affiliates. DISTRICT shall have no liability, monetary or otherwise, to any contractors, subcontractors, or providers of services under this Agreement.

8. NOTICES. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Chief of Watershed Protection

TEMECULA-ELSINORE-ANZA-
MURRIETA RESOURCE
CONSERVATION DISTRICT
Post Office Box 2078
Temecula, CA 925932
Attn: Rose Corona

9. TERMINATION. DISTRICT or TEAMRCD may terminate this Agreement by providing 90 days written notice to the other party prior to the expiration of the Agreement.

10. ACKNOWLEDGEMENT BY SIGNATORIES. 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.

11. ALTERATION. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

12. SUCCESSORS AND ASSIGNS. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, and shall not be assigned by either Party without the prior written consent of the other Party.

13. GOVERNING LAW AND VENUE. This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of California and venue shall be set in the County of Riverside.

14. SEVERABILITY. If any part of this Agreement is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

15. ASSUMPTION OF RISK AND WAIVER. TEAMRCD shall waive any claim against DISTRICT resulting from TEAMRCD's customary operation of its PROGRAM, including any natural calamity, acts of God or any cause or conditions resulting from TEAMRCD's active negligence or willful misconduct.

16. AVAILABILITY OF FUNDS. The obligation(s) of DISTRICT under this Agreement are limited by and contingent upon the availability of DISTRICT funds. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify TEAMRCD in writing. Upon TEAMRCD's receipt of DISTRICT's notification, this Agreement shall remain in force and effect through the remainder of that fiscal year, but shall be deemed terminated and have no further force or effect thereafter.

17. SURVIVAL OF TERMINATION. Upon termination or expiration of this Agreement, each Party's rights and obligations with respect to Reports and Information (Paragraph 3), Indemnification (Paragraph 6), and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

18. NO THIRD-PARTY BENEFICIARIES. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party, and accordingly,

no third party shall have the right to enforce the provisions of this Agreement.

19. ENTIRE AGREEMENT. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

20. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk to the Board

By _____
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Funding Agreement with Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Watershed Management Program for the Santa Margarita Region
AMR:blm
06/24/2020

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

Signature of Responsible Officer

Printed Name

Title

Funding Agreement with Temecula-Elsinore-Anza-Murrieta Resource Conservation District
Watershed Management Program for the Santa Margarita Region
AMR:blm
06/24/2020

OLD BUSINESS

Crop Swap Survey Results & Action Items

By Lisa Battiato, Director TEAM RCD

I performed a survey of the Crop Swap participants in an effort to find out how we can improve outreach and increase program participation. The grant has been extended through 2023 and there are funds available. I was able to speak to 8/17 participants. My questions are in bold with a summary of feed back in the bulleted lines.

What made you apply for the program?

- Some were planning on changing crops when they received an email from RCWD
- Aging crops and reduced production necessitated replanting or a switch
- Saw the program online
- Wanted a vineyard when they bought so Crop Swap made that financially possible

How was the application process?

- Most thought it was reasonable and had no issues
- One landowner had timing issues in dealing with the County permitting (for a winery business) and ended up having to do ½ of their acreage at a time
- One landowner said eligibility was not clear and he didn't have his baseline information which made the process difficult

Do you have any suggestions on what can be improved?

- Expand acceptable replacement crop list
- Milestone and deadlines timing should be laid out
- Include a list of trusted nurseries or irrigation equipment suppliers

How was the overall experience?

- Most gave 8 to 10 out of 10. Any dissatisfaction was blamed on Riverside County

How much water have you or do you think you have saved? Note: RCWD indicates a savings of 348 af/yr. a savings of 69%

- Some did not have the water usage information before the swap to compare
- One estimated 20 to 30 percent
- Some are still converting

What was the best part of the program?

- Allows people to switch who couldn't afford it otherwise
- Allows people to purchase land and plant crops

What was the worst part?

- No clear timeline or deadlines up front
- The adjustment from one type of crop to another

What do you think is preventing your neighbors from applying for the program?

- Everyone is already in grapes
- Eligibility is not clear
- There are deadlines to switch
- The switch will not provide income while the crop is maturing, and they must wait 5 years to get production
- Takes a long time and requires a lot of work

What would you like program managers to know?

- There should be more crop options
- Incentives while the crops matured would be helpful
- The local wineries won't buy local grapes – there needs to be a co-op
- Timing needs to be clear – one landowner asked RCWD some questions but didn't hear back and missed the planting window.

People liked working with Justin (RCWD) and Lance (Mission RCD).

In summary the program can be improved by:

RCWD

- Providing more options for new crops
- Establishing a timeline with deadlines
- And including a listing of trusted vendors for plants and irrigation equipment

TEAM RCD - Lisa

- By putting this information on our website, including pdf's of applications and a link to RCWD. The information should be clear and breakdown the steps so people understand it before applying.
- We can work with local groups such as the Farm Bureau to get the word out.

I also think that it might be helpful to identify those landowners who still have high water usage crops or dying crops and reach out to them specifically, perhaps through RCWD.