

ACTION ITEMS / DISCUSSION CALENDAR

Greer Ranch Conservation Easement Management Recommendations: April 16th, 2020

IERCD TASK PRIORITIZATION

*NOTE: Costs associated with removals are estimated based on staff time, transportation, and materials. The below costs represent the estimated price of each individual parcel location and related task. If TEAMRCD should decide that the IECRD conduct all of the recommended actions denoted below, estimated cost of all below actions would be: \$1250.

Location:	Parcel #1
Acres:	2.48
Priority:	High
Description:	Most of the easement parcels consists of dense native habitat. A recreational trail runs though the parcel from the cul-de-sac on the eastern portion of the parcel running to the center of the north half of the parcel. A greater amount of non-native vegetation was observed growing along the trail.
Notes:	<p>Pampas grass (Cal-IPC Rating: High) located at (33.60996°,-117.18496°) is outside the conservation easement. If this pampas grass is located on HOA property it is highly recommended to remove it. Tocalote was observed in the northern portion of the parcel in a designated fuel modification zone. Mowing of fuel modification areas should occur prior to plant flowering/seed production.</p> <p>* Fuel modification zones and encroaching landscaped plants will be left for HOA to mow unless the IERCD is instructed otherwise.</p>
Recommendation:	Application of herbicide to Pampass grass should occur to prevent further spread of the plant in the area. Subsequently, the recreational trail should be be walked and invasive plants should be targeted while doing so. The entire parcel should be scouted after initial treatments to determine if any pampas grass, salt cedar, or any other invasive vegetation was missed during the initial site visit.
Applicators:	IERCD
Treatment/Removal Methods:	See Table 1.1
Estimated Cost:	\$650

Location:	Parcel #14
Acres:	2.09
Priority:	High

Description:	Most of parcel consists of healthy native coastal sage scrub habitat. Parcel is rated with higher priority due to presence of salt cedar (<i>Tamarix ramosissima</i>) (Cal-IPC Rating: High).
Notes:	
Recommendation:	Target salt cedar found in the rip-rap within the center channel of easement parcel. Two salt cedar plants were observed on the north portion of the parcel. Time should be taken to walk entire parcel to identify and treat salt cedar that may have been missed during initial site visit. Non-native plants such as storksbill filaree (<i>Erodium cicutarium</i>), and short-pod mustard (<i>Hirschfeldia incana</i>) should be targeted while scouting and treating salt cedar. Special care must be taken when applying herbicide within this easement due to the mixture of natives and non-natives in this area (Plant identification will be key).
Applicators:	IERCD
Treatment/Removal Methods:	See Table 1.1
Estimated Cost:	\$650

Location:	Parcel #9
Acres:	7.94
Priority:	Moderate
Description:	A single Mexican fan palm (<i>Washingtonia robusta</i>) was observed and will need to be treated [approximate location (33.60772°, -117.18447°) (Cal-IPC Rating: Moderate)
Notes:	Only the northern most portion of this parcel was scouted during the initial site visit.
Recommendation:	Herbicide treatment of the Mexican fan palm is recommended and time should be taken to scout the remainder of the parcel for any other invasive plant species not initially identified
Applicators:	IERCD
Treatment/Removal Methods:	See Table 1.1
Estimated Cost:	\$650



September 3, 2020

Jonathan Ingram

Greer Ranch HOA

35500 Greer Road

Murrieta, CA 92562

Dear Mr. Ingram,

It was good to speak with you yesterday and I hope we can help in getting the area within Greer cleaned up and better for everyone. I apologize that by the time I got home I didn't have Jeremy Harris' quote in front of me but I'm sure you looked at it and saw that the number I was addressing was for another part of Greer not the basin which is a priority. So, it may be well for you to go with the company that gave you the better bid.

Attached you will find the figures we put together for the different options for the cleaning of the basins and fuel load removal for Greer Ranch. You will see that we have divided them into three different options, A, B and C. We have included Jeremy Harris's bid for the drainage of the spillways etc. and suggest that you just deal with him directly in order to save money. There is no need for TEAM RCD to tack on any additional monies to this since we see the priority as being to first "drain the swamp" and it would just be quicker to get your spillways and the standing water addressed immediately. We would recommend that if the monies can be allocated that this be the first thing to be addressed. We have added his cost onto the final summary just to give you a full idea as to what the entire project would cost. Allow me to break these down for you.

Option A are the figures we received from Cal-Fire. This can be done directly as the City of Murrieta as the sponsor. As you know, the HOA cannot hire the Cal-Fire or CCC Crews directly. Only a governmental agency can. We would have to pay our crew to go out and stake and that cost would be additional but beyond that, the HOA would have a savings of not having to pay our fee on top of the Cal Fire cost. Obviously the most affordable option however as we know, as long as fires continue to burn in various areas of the State, it is going to be difficult to schedule any crew until we get into a season which less demanding on those crews that are out there at this time. So, it may not be done right away and as you mentioned, they are at least 5 months away from being to help.

Option B is the cost for the CCC crews to come in. Again, this can be done directly with the City of Murrieta as the sponsor. This cuts down on us having to add our percentage on their work and saves the HOA money. Again, the only additional cost on top of CCC's cost would be the costs for our group to stake the "no go zones habitat areas")so the CCC crews don't clean out a sensitive area they aren't supposed to be in. Please note that CCC charges an additional cost to have a chipper brought in.

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

Ph: 951-387-8992 ♦ www.TEAMRCD.org



Option C is to have our crews come in and do the work. There would be no additional cost for habitat staking since our biologists are already there working with the crews. We will also have our "climber" there which mulches all vegetation on site. All TEAM RCD/SAWA's costs for the work are all inclusive with the exception of our additional fee to administrate this project.

The other option that is also available is that if we can get the Fire Marshall to tell us how much fuel load could be removed in order for Greer Ranch to be re-certified to get the home owners their fire insurance back and lowered, then our crew could work on a per diem basis and remove the most necessary fuel loads per instruction of the Fire Marshall. We have submitted the per diem cost on the bottom of the spreadsheet. We would have to add our percentage for this work which is usually 17%-20% but I'm putting it up here at 15%. That would reduce the cost even more since we would be able to reduce the number of days and therefore the cost for whoever is going to pay this bill, if he or she does not insist that the entire fuel load be removed in order to reinstitute insurance for everyone. As you know, we cannot do work with the private sector for free so some sort of fee has to be paid for administration.

I apologize that this has taken so long but these are the hard figures we can work with and hopefully move things forward. Please feel free to call me when you have the opportunity and we can discuss.

Best Regards,

A handwritten signature in blue ink, appearing to read "Rose Corona", with a long horizontal line extending to the right.

Rose Corona

President

TEAM RCD

GREER RANCH-FUEL LOAD AND VEGETATION REMOVAL

		CONTRACTOR		TEAM RCD 15% FEE	
CLEARING BASINS OF DEBRIS	JEREMY HARRIS CONSTRUCTION		\$31,992.00	GO DIRECT	\$31,992.00
	(See attached proposal				
OPTION A-GO DIRECT					
CAL FIRE (8 DAYS)	CAL FIRE		4245.99		4245.99
TEAM RCD HABITAT STAKING	6 HOUR PLUS MILEAGE	\$	812.90	\$	121.94
					\$934.84
				TOTAL-CAL FIRE	5180.83
OPTION B-GO DIRECT					
CONSERVATION CORPS					
CCC FUEL LOAD REMOVAL (BASED ON 12 DAYS)	10 HRS OF WORK X 12 DAYS X 12 CREW				\$ 34,560.00
	CCC CHIPPER/DAYS USED \$250 pd X 12				\$ 3,000.00
TEAM RCD HABITAT STAKING	6 HOUR PLUS MILEAGE	\$	812.90	\$	121.94
					\$934.84
				TOTAL-CCC	\$ 38,494.84
OPTION C-TEAM RCD/SAWA					
	(BASED ON 8 DAYS)				\$ 27,063.65
TEAM RCD FEE				\$	4,059.55
					\$ 4,059.55
				TOTAL TEAM/SAWA	\$ 31,123.20
SUMMARY					
OPTION A + BASIN CLEARING	CAL FIRE + HABITAT STAKING				TOTALS
					\$37,172.83
OPTION B + BASIN CLEARING	CCC + HABITAT STAKING				\$ 70,486.84
OPTION C + BASIN CLEARING	TEAM/SAWA-HABITAT STAKING NOT NECESSARY BIOLOGIST ON SITE				\$ 63,115.20
	CRAWLER TO MULCH VEGETATION ON SITE				
OPTION D-PER DIEM COST		\$	2,271.53	\$	340.73
MULTIPLY BY DAYS TO DO WORK TO MEET INSURANCE REQUIREMENTS					\$ 2,612.26

JEREMY HARRIS CONSTRUCTION INC

11731 STERLING AVE. SUITE F, RIVERISDE, CA 92503 Phone: (951)215-0771 FAX:(951)789-0089

CA LIC #924979 DIR #1000001177

PROPOSAL SUBMITTED TO: La Ana Watershed Association		STARTING DATE (APPROX) T.B.D.	COMPLETION DATE (APPROX) T.B.D.
STREET 1835 Chicago Ave. Suite C		JOB NAME Greer Ranch Basins 1, 2 and West Basin	JOB PHONE 909-771-6903
CITY, STATE & ZIP Riverside, CA 92507	ATTN: James Law	JOB LOCATION: Greer Ranch Murrieta, CA	
ARCHITECT N/A	DATE OF PLANS: N/A	JOB # ISSUED N/A	
WE WILL FURNISH ALL THE REQUIRED MATERIALS, WHICH WE GUARANTEE WILL BE AS SPECIFIED, WILL PERFORM THE LABOR REQUIRED FOR THE COMPLETION OF:			
SCOPE OF WORK:			
	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. Downstream Basin 1- clear and grub debris	Lump Sum	\$15,030.00	\$15,030.00
approximately 60' x 60' open up drain pipes.			
2. Upstream Basin 2- clear and grub debris around	Lump Sum	\$5,474.00	\$5,474.00
stand-pipe, allow water to flow.			
3. West Basin- removal of debris inside and out of	Lump Sum	\$11,488.00	\$11,488.00
structure, allow water to flow.			
Exclusions: Permits, fees, nightwork, hazardous material removal, swppp, dewatering			
<u>TOTAL PRICE: \$31,992.00</u>			

* ANYTHING NOT LISTED ABOVE IS EXCLUDED FROM PROPOSAL *

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board - P.O. Box 26000, Sacramento, CA 95826

WE PROPOSE to perform the above work in accordance with the drawings and specifications submitted and completed in a workmanlike manner according to standard practices

For sum of: **Thirty-One Thousand, Nine Hundred and Ninety-Two Dollars, and Zero Cents**

With payments to be made as follows: UPON PROGRESS OF JOB. BALANCE DUE UPON COMPLETION OF WORK STATED ABOVE.

Any Alterations or Deviations from the above specifications involving extra costs will be made only upon written agreement, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. You are to carry fire, tornado and other necessary insurance upon the above work.

Our workers are fully covered by Workmen's Compensation and Public Liability Insurance. Overdue accounts will be charged interest at the rate of 10% per month. In the event it becomes necessary to enforce this agreement by litigation, the prevailing party shall be entitled to court costs, attorney and collection fees. This proposal may be withdrawn by us at any time before acceptance.

Authorized Signature _____

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this is work not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing. UPON ACCEPTANCE CONTRACT WILL FOLLOW.

Accepted _____ Signature _____

Date _____ Signature _____

TEAM RCD - GREER RANCH - OPTION A CAL FIRE CREWS

DATE: 7/29/2020

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
JAMES LAW	HRS MANAGER	2.50		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	5.00		
BIOLOGIST II	BIOLOGIST II	25.00		
LEAD RESTORATION TECH.	LEAD RESTORATION TECH.	25.00		
STAFF TOTALS		57.50		\$3,864.93
MILEAGE	438 Miles @ .87 = \$381.06			\$381.06
CONTRACTOR		COST	# OF DAYS	TOTAL COST
CAL FIRE CREWS		260.00	8.00	\$2,080.00
Total Amount: \$4,245.99				
<p align="center">** This costs includes all tools, material, reporting, staff time and mileage to manage Cal Fire crews and conduct biological surveys for TEAM RCD's Greer Ranch Project.</p>				

Rose Corona

From: Lizaola, Angel@CCC <Angel.Lizaola@CCC.CA.GOV>
Sent: Tuesday, August 25, 2020 12:19 PM
To: James Law; Rose Corona
Subject: RE: Greer Ranch

I do apologize for the late responds, we have been very busy with California on Fire. This estimate is based on 12 day's of work for the removal of dead growth and chipping material. This estimate includes, Corpsmember Labor, Corpsmember Travel / prep time, vehicle's, hand Tools / Chainsaws, weed eaters, all consumables associated with operating chipper and chainsaw's. It also covers Corps members Workers Compensation, Crew Supervisor and Administrative fees.

Please let me know if you want me to draw up the contract.

Greer Ranch Fuel reduction Removal of dead growth

CM Labor cost per hour	Hours Worked	Crew size	Days	Total Cm Labor
\$24	10.00	12	12	\$34,560
OE&E (chipper Cost per day)	Chipper/days used			Total OE&E
\$250	12			\$3,000
Total Project	\$37,560			

TEAM RCD - GREER RANCH - OPTION B CCC CREWS

DATE: **7/31/2020**

Employee Name	Classification	Total Project	Hourly Billing	Total Amount
JAMES LAW	HRS MANAGER	2.50		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	5.00		
BIOLOGIST II	BIOLOGIST II	25.00		
LEAD RESTORATION TECH.	LEAD RESTORATION TECH.	25.00		
STAFF TOTALS		57.50		\$3,864.93
MILEAGE	438 Miles @ .87 = \$381.06			\$381.06
CONTRACTOR		COST	# OF DAYS	TOTAL COST
CCC CREWS		\$3,350.00	10.00	\$33,500.00
Total Amount: \$37,745.99				
<p>** This costs includes all tools, material, reporting, staff time and mileage to manage CCC crews for ten days and conduct biological surveys for TEAM RCD's Greer Ranch Project.</p>				

TEAM RCD - GREER RANCH - OPTION C SAWA CREWS

DATE: 7/31/2020

Employee Name	Classification	Total Project	Hourly Billing	Total Amount
JAMES LAW	HRS MANAGER	10.00		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	20.00		
BRITTON PORTERFIELD	SKILLED RESTORATION TECH.	50.00		
RESTORATION TECH 1	RESTORATION TECH 1	100.00		
RESTORATION TECH 2	RESTORATION TECH 2	100.00		
RESTORATION TECH 3	RESTORATION TECH 3	100.00		
SAWA SAWYER	SAWA SAWYER	50.00		
BIOLOGIST II	BIOLOGIST II	25.00		
STAFF TOTALS		430.00		\$25,793.45
MILEAGE	1460 Miles @ .87 = \$1,270.20			\$1,270.20
Total Amount: \$27,063.65				
<p>** This costs includes all tools, material, reporting, staff time and mileage to conduct up to 10 days of treatment and conduct biological surveys for TEAM RCD's Greer Ranch Project.</p>				

TEAM RCD - GREER RANCH - DAILY RATE

DATE: 9/3/2020

Employee Name	Classification	Total Project	Hourly Billing	Total Amount
JAMES LAW	HRS MANAGER	0.50		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	1.00		
BRITTON PORTERFIELD	SKILLED RESTORATION TECH.	6.00		
RESTORATION TECH 1	RESTORATION TECH 1	10.00		
RESTORATION TECH 2	RESTORATION TECH 2	10.00		
RESTORATION TECH 3	RESTORATION TECH 3	10.00		
SAWA SAWYER	SAWA SAWYER	4.00		
BIOLOGIST II	BIOLOGIST II	0.00		
STAFF TOTALS		41.50		\$2,193.23
MILEAGE	90 Miles @ .87 = \$78.30			\$78.30
Total Amount: \$2,271.53				
<p>** This costs includes all tools, material, reporting, staff time and mileage to conduct 1 day of treatment for TEAM RCD's Greer Ranch Project.</p>				



MOU # 3CA0P

CAL FIRE USE ONLY	PROJECT NAME
	DATE
	FC-79 CODING

CAL FIRE USE ONLY	CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION	
	NAME Bautista Conservation Camp	
	ADDRESS 33015 Bautista Road	
	CITY, STATE Hemet, CA 92544	
	PHONE 951-927-3639	FAX 951-927-6605

CDCR/DJJ-CHECKLIST CUSTODIAL QUARTERLY REVIEW			
INITIAL INSPECTION			
SECURITY FORM PREPARED			
SUPERVISION LEVEL	1	2	3
SECOND QUARTER			
THIRD QUARTER			
FOURTH QUARTER			

SPONSORING AGENCY	
SPONSORING AGENCY	NAME Temecula-Elsinore-Anza-Murrieta RCD-(TEAM RCD)
	ADDRESS P.O. Box 2078
	CITY, STATE, ZIP Temecula, CA 92593-2078
	PHONE 951-387-8992
	FAX n/a
	PAGER n/a
	COMMENTS: Rose Corona- President Cell #'s 909-208-7848 or 951-260-7911.
	Regarding: Greer Ranch HOA and Team RCD Conservation Easement within the HOA that needs addressing for removal of fuel loads within CE

CAL FIRE USE ONLY	CAL FIRE-CHECKLIST	
	INITIAL INSPECTION	
	PROJECT NUMBER	
	IIPP-2 JOB HAZARD ANALYSIS	
	IIPP-3 CODE OF SAFE PRACTICES	
	IIPP-4 JOB SAFETY SURVEY	
	IIPP-6 EMPLOYEE TRAINING	
	CEQA/NEPA COMPLETED	
FC-31 ATTACHED AND SIGNED		
SLASH & PILE BURNING PROCEDURES		

PROPERTY OWNER

PRIVATE PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO	NON PROFIT ORGANIZATION <input type="checkbox"/> YES <input type="checkbox"/> NO	FORM CAL FIRE-719 <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY OWNER Temecula-Elsinore-Anza-Murrieta Resource Conservation District (TEAM RCD)		
ADDRESS P.O. Box 2078		
CITY/STATE/ZIP Temecula, CA 92593-2078	PHONE 951-260-7911	
DESCRIPTION OF PROJECT (Type of work to be performed, attached additional sheets if necessary) We have been asked to remove and reduce fuel loads and clear out brush and shrub within the Conservation Easement that lies within the HOA due to the inordinate amount of rain that has occurred. This presents a potential fire issue for residents and the fire department and there we are hoping to reduce the fuel loads there. We also have been asked to clear out dead trees and shrubs within the spillway and spillway and basin which could potentially be not only an eventual fire hazard but also is pooling and causing standing water which is presently causing odor for neighbors and needs to be removed. We are in discussions with Flood Control to potentially help with that issue as well.		



PERIOD WORK CAN BE PERFORMED It can start in about two weeks after nesting season is complete		ESTIMATED CREW DAYS ?
REQUESTED START DATE As soon as possible within F&W nesting restrictions	REQUESTED FINISH DATE ?	
PLANS ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO		

PROJECT NAME	SPONSOR'S PRIORITY Vegetation Removal/Spillway/Pipelines cleared
PROJECT LOCATION GREER RANCH DEVELOPMENT CONSERVATION EASEMENTS	
GPS COORDINATES	

PROJECT BENEFIT ASSESSMENT (Estimate the benefits of the project including such items as; fire defense, public safety, watershed, recreation, wildlife habitat, property, vegetation, soil, water, air surface configuration, wildlife, people, economic benefits that include; reduced maintenance costs, reduced suppression costs, reduced damage, elimination of hazards, etc. attach additional sheets as necessary).

Team RCD estimates many benefits with the Project. Most importantly, this project will increase the capability of the fire department to defend this area in a much easier fashion should a fire incident occur and therefore provide for the public safety of all the residents within this development. The way the Conservation Easements are situated within the development, there is potential for rapid spread within the HOA due to how the existing CE splits through the center of the development and connects in such a way that it can easily surround the homes and it's residents if a fire should get out of control. Reducing the fuel loads in an environmentally safe way will help the residents have more room for defense fire breaks and certainly it will be safer for our firefighters.

Although the fuel loads within the CE will be drastically reduced, this does not mean that the habitat areas for existing wildlife would also decrease. With our biologists and experts onsite, we would be able to clean out areas that are presently choking out the habitat of existing wildlife but also allow us to clear out invasive that have cropped up that are actually harming and destroying the existing wildlife and habitat that is currently there.

With this project we foresee reduced maintenance costs for our RCD in maintaining that habitat, safer surroundings for the residents and an increased value in the suppression costs for the fire department and its crews if called upon. This also results in less damage, elimination of hazards for both the public, the fire department and first responders and the wildlife which therefore allows us the ability to replace that habitat in a smaller area should a fire incident occur. As a result of clearing out fuel loads, we have a better chance to save and restore habitat if only a small area is damaged as opposed to the entire CE going up in flames which obviously will harm the environment, the wildlife, the habitat and the homeowners and potentially any first responders if called upon for an emergency.

SAWA has a machine called a Crawler that mulches green waste in such a way that it creates a mulch that is good for the soil and being left for good soil conservation as opposed to hauling green waste away to a dump site. It is an extremely good tool we use in our environmentally sensitive approach to these projects.



PROJECT SLASH & PILE BURNING PROCEDURES

- YES NO Predicted Fire Weather Watches or Warnings
- YES NO Hazard Reduction Pile Burning Checklist (8100)
- YES NO Sponsor has a valid burn permit on site.
- YES NO All slash & piles will be consumed or extinguished prior to crew leaving project site.
- YES NO Sponsor will provide suppression control capabilities and supervision of all slash & pile burning that continues beyond crew work day.
- YES NO Notification to agency with fire suppression responsibility for the project burn site.

CAL FIRE USE ONLY	PROJECT SPONSOR RESPONSIBILITIES	DESCRIPTION	ESTIMATED DURATION OF NEED
	MATERIALS AND SUPPLIES	Bautista Crews will provide basic hand tools, Pulaski's, McCleod's, Shovels, Rakes and 2 Chainsaws per crew.	As needed
	SPECIAL TOOLS	All specialty tools and equipment will be provided by sponsor. If the temperature rises above 80 degrees, sponsor shall provide shade.	As needed
	VEHICLE OPERATIONS	Crew transportation responsibility to and from the project relies on Bautista Camp	Daily
	TECHNICAL SUPERVISION AND LABOR		
	OTHER (DESCRIBE)	Portable toilets and wash stations will be provided by sponsor if no restrooms are available.	As needed

OPERATIONAL COST RECOVERY FROM SPONSOR

CAL FIRE USE ONLY			
			\$



CAL FIRE USE ONLY	Approved For Final Planning and Scheduling	
	CAL FIRE DIVISION CHIEF	DATE
	CDCR CAMP COMMANDER	DATE
	UNIT CHIEF	DATE

Sponsors Signature	
NAME (PRINT) <i>Rose Corona-President for TEAM RCD</i>	
SIGNATURE <i>[Handwritten Signature]</i>	DATE <i>7-31-20</i>
TITLE <i>President</i>	

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING
FC-31 (Rev. 11/10)
MOU # 3CA0P Master Agreement # _____

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE) and ~~IMPERIAL VALLEY MOUNTAIN RESOURCE~~ (Sponsor) TEAM RED CONSERVATION DISTRICT

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
 1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
 3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
 4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
 1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
 2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
 3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
 4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect until _____, unless terminated prior to that date by 60 days written notice from one party to the other.

IT IS AGREED:

CAL FIRE

Date: _____

By: _____

Print Name: Bill Weiser

Title: Division Chief

Address: 33015 Bautista Road
Hemet, CA 92544

TEMECULA-ELSINORE - ANZA-MURRIETA
SPONSOR Resource Conservation District

Date: _____

By:  _____

Print Name: *ROSE CORONIN*

Title: *PRESIDENT*

Address: *P.O. Box 2078
Temecula, CA 92593-2078*

TEAM RCD - GREER RANCH - OPTION A CAL FIRE CREWS

DATE: 7/29/2020

Employee Name	Classification	Total Project Hours	Hourly Billing Rate	Total Amount
JAMES LAW	HRS MANAGER	2.50		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	5.00		
BIOLOGIST II	BIOLOGIST II	25.00		
LEAD RESTORATION TECH.	LEAD RESTORATION TECH.	25.00		
STAFF TOTALS		57.50		\$3,864.93
MILEAGE	438 Miles @ .87 = \$381.06			\$381.06
CONTRACTOR		COST	# OF DAYS	TOTAL COST
CAL FIRE CREWS		260.00	8.00	\$2,080.00
Total Amount: \$4,245.99				
<p align="center">** This costs includes all tools, material, reporting, staff time and mileage to manage Cal Fire crews and conduct biological surveys for TEAM RCD's Greer Ranch Project.</p>				

TEAM RCD - GREER RANCH - OPTION B CCC CREWS

DATE: 7/31/2020

Employee Name	Classification	Total Project	Hourly Billing	Total Amount
JAMES LAW	HRS MANAGER	2.50		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	5.00		
BIOLOGIST II	BIOLOGIST II	25.00		
LEAD RESTORATION TECH.	LEAD RESTORATION TECH.	25.00		
STAFF TOTALS		57.50		\$3,864.93
MILEAGE	438 Miles @ .87 = \$381.06			\$381.06
CONTRACTOR		COST	# OF DAYS	TOTAL COST
CCC CREWS		\$3,350.00	10.00	\$33,500.00
Total Amount: \$37,745.99				
<p>** This costs includes all tools, material, reporting, staff time and mileage to manage CCC crews for ten days and conduct biological surveys for TEAM RCD's Greer Ranch Project.</p>				

TEAM RCD - GREER RANCH - OPTION C SAWA CREWS

DATE: 7/31/2020

Employee Name	Classification	Total Project	Hourly Billing	Total Amount
JAMES LAW	HRS MANAGER	10.00		
MARTIN ALMANZA	HRS FIELD SUPERVISOR	20.00		
BRITTON PORTERFIELD	SKILLED RESTORATION TECH.	50.00		
RESTORATION TECH 1	RESTORATION TECH 1	100.00		
RESTORATION TECH 2	RESTORATION TECH 2	100.00		
RESTORATION TECH 3	RESTORATION TECH 3	100.00		
SAWA SAWYER	SAWA SAWYER	50.00		
BIOLOGIST II	BIOLOGIST II	25.00		
STAFF TOTALS		430.00		\$25,793.45
MILEAGE	1460 Miles @ .87 = \$1,270.20			\$1,270.20
Total Amount: \$27,063.65				
<p>** This costs includes all tools, material, reporting, staff time and mileage to conduct up to 10 days of treatment and conduct biological surveys for TEAM RCD's Greer Ranch Project.</p>				



**SPONSOR AGREEMENT (CCC-96)
(for Governmental Entity - Local)**

This Sponsor Agreement (Agreement) is entered into by the California Conservation Corps (CCC), State of California and

Sponsor's Name: Temecula-Elsinore-Anza-Murietta Resource, a State of California Local Public Entity (Sponsor). Conservation DISTRICT (TEAM RCD)

WHEREAS, the CCC is statutorily mandated to provide job skills training, educational opportunities and an increasing awareness of the State's natural resources to young adults;

WHEREAS, the CCC is authorized to work on projects in rural and urban areas that, provide a benefit to the public by, among other things, preserving, maintaining and/or enhancing the lands and water of the State of California, directly contributing to the conservation of energy and/or assisting in fire prevention and suppression;

WHEREAS, the CCC is authorized pursuant to the California Public Resources Code Section 14306 to execute contracts for furnishing the services of the CCC to any federal, state or local public entity, any local or statewide private organizations, and any person, firm, partnership, or corporation concerned with the objectives of the CCC program as specified in California Public Resources Code Sections 14000 and 14300;

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects;

WHEREAS, each party to this Agreement is duly authorized to enter into this Agreement; and

WHEREAS, the parties to this Agreement find and determine that it would be to their mutual advantage and the public benefit to join together to accomplish the purpose herein, and coordinate their power, authority and expertise for the CCC to use its Corpsmembers and employees to accomplish projects specified by Sponsor and agreed to by the CCC;





NOW THEREFORE, in consideration and recognition of the above, the Sponsor and CCC (collectively referred to herein as “the parties”) agree as follows:

A. Documentation of Projects

1. Sponsor will submit project proposals to the CCC.
2. The CCC shall work with Sponsor to include details of project proposals in a CCC Project Evaluation and/or other appropriate forms and documentation where applicable.
3. No project work will begin without CCC Project Evaluation documentation being signed by the parties' representatives.
4. The documentation for any project necessarily incorporates into it this Agreement.
5. If there should be a conflict with terms and conditions contained in any other documents related to the parties' relationship or any project related thereto, the terms and conditions set forth in this CCC 96 will take precedence.
6. Unless otherwise specified in the project documentation, the parties agree to accept documents that are electronically signed in accordance with Government Code Section 16.5.

B. Parties Obligations:

1. Sponsor agrees:
 - a. To pay for all costs, including but not limited to, labor, material and supply costs negotiated and agreed to by the parties that are directly related to and necessitated by the project and that are set forth in the project documentation;
 - b. To make available to the CCC adequate plans, specifications, materials, supplies, equipment and/or special labor requirements to complete the project as determined and agreed to by the parties as specified in the project documentation;
 - c. To provide adequate technical supervision as determined and agreed to by the parties;





- d. To obtain approvals, clearances, and permits required by any local, state or federal entity, law, or regulation;
- e. To the extent any project involves the CCC performing work on private property, it shall obtain and/or has obtained all necessary approvals, authorizations and/or permits from the owners of said private property before the CCC begins project work on said property and that the CCC is authorized to perform the project work on said private property;
- f. To obtain clearances and/or meet requirements, if any, of trade unions or other labor organizations occasioned by the participation of the CCC in the project;
- g. To provide project sites that, to the best of the Sponsor's knowledge, are free of any known hazardous materials, but if there are any known hazardous materials present, the Sponsor shall provide the location, identity, and amounts of such hazardous materials as well as the associated Safety Data Sheets;
- h. To provide or reimburse the CCC for acceptable temporary living accommodations for CCC personnel engaged in working on a project if: (1) the project is located at a site that is more than a one-hour drive from the designated CCC base center; and, (2) provision of such living accommodation is determined necessary by the parties;
- i. To conduct an orientation with CCC personnel at the commencement of each project to explain the technical aspects, safety requirements and other relevant information necessary for the CCC to successfully complete the project including the identification of restroom facilities or alternatives;
- j. To work with the CCC to conduct an educational or training presentation at the CCC base center or project site to CCC Corpsmembers; and,
- k. To consider authorizing the CCC to place a sign, plaque or emblem on the project site that presents the CCC's contribution to the project.





2. CCC agrees to:
 - a. Review project proposals submitted by the Sponsor and work with Sponsor to prepare project documentation for those proposed projects that are covered by the CCC's statutory mandate, consistent with the CCC's organizational priorities and within the CCC's operational capabilities;
 - b. Provide CCC personnel, equipment and materials to perform the obligations specified in the project documentation. The CCC will only use personnel who have received adequate prior training and are sufficiently equipped for and alerted to the general nature of the hazards inherent in the scope of work; and,
 - c. Provide its personnel with Workers' Compensation coverage and benefits that are administered by the State Compensation Insurance Fund in accordance with the California Labor Code.

3. The Sponsor and CCC mutually agree to the following:
 - a. This Agreement is not intended to affect the legal liability of either of the parties by imposing any standard of care other than the standard of care imposed by law;
 - b. Mutual Indemnification:
 - i. To the extent permitted by law including Article XVI, sections 1 and 6 of the California Constitution, and the California Claims Act, the CCC agrees to hold harmless and indemnify the Sponsor against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by, enrolled in or under the control or supervision of the CCC while





- performing the work set forth in this Agreement and/or the project documentation; and,
- ii. The Sponsor agrees to hold harmless and indemnify the CCC against any liability, damage, or loss legally determined to have occurred as a result of performance or failure to perform under this Agreement and/or the project documentation caused by the acts and/or omissions of any person directly employed by or under the control or supervision of the Sponsor while performing the work set forth in this Agreement and/or the project documentation;
- c. Insurance:
- i. The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798- 9052;
<https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim> in accordance with the California Government Code and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the CCC, motor vehicle liability claims should be presented to the Office of Risk and Insurance Management (ORIM), P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052,





(800) 900- 3634, claims@dgs.ca.gov.

If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052 (link above). It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the CCC of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy of and currency of the addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the CCC is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

- ii. The California Department of Human Resources has entered into a Master Agreement with the State Compensation Insurance Fund to administer Workers' Compensation benefits for State employees and Corpsmembers as required by the California Labor Code.
- d. The California Labor Code Section 1720.4(c) specifically exempts the CCC from paying state prevailing wages to Corpsmembers when engaged in public works projects. The CCC is not subject to the federal prevailing wage requirements set forth in the Davis-Bacon Act (Title 40 USC 276A et seq.) when providing labor on federal government contracts.





Title 29 of the Code of Federal Regulations (CFR), Section 5.2(h) specifically provides that a State is not considered a contractor under statutes providing loans, grants, or other federal assistance in situations where construction is performed by its own employees and/or personnel;

- e. The California Business and Professions Code, Section 7040 exempts the State of California from contractor licensing requirements. The CCC is a state entity subject to the exemption;
- f. Improvements and Land Use:
 - i. All improvements constructed in whole, or in part by the CCC on lands owned or controlled by the Sponsor will remain the property of the Sponsor;
 - ii. Permission to camp and/or perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor;
- g. Emergency Services and Possible Delays:
 - i. The CCC is required to provide emergency services when directed by the Governor of the State of California pursuant to an Executive Order, the Office of Emergency Services (Cal OES), Department of Forestry and Fire Protection (CAL FIRE) and other agencies charged with responding to emergencies throughout California arising from fire, flood, wind, and other natural and man-caused disasters.
 - ii. The CCC may be required to temporarily suspend or permanently cease work on projects due to required emergency response or emergency conditions. The parties agree that any delay in completing the work by the CCC due to response to





an emergency shall be excused and costs incurred by the delay shall be the responsibility of the Sponsor.

- iii. The resources of the CCC are limited and the public service conservation work of the CCC may be altered in priority from time-to-time. The parties agree that other than delays caused by the CCC's response to an emergency, all other delays by either party shall be excused and costs caused by delays shall be the responsibility of the party incurring such costs.
- h. All contracts relating to the construction or operation of a project will contain a clause prohibiting discrimination and/or harassment against any person, employee or employee applicant engaged in the project work on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, and denial of family care leave;
- i. Budget Contingencies:
 - i. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State of California and the CCC shall have no liability to pay any funds whatsoever to Sponsor or to furnish any other considerations under this Agreement or related project documentation and Sponsor shall not be obligated to perform any provisions of this Agreement or related project documentation; and,
 - ii. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State of California and the CCC shall have the option





to either cancel this Agreement with no liability occurring to the State of California or CCC, or offer an amendment to the Agreement reflecting the reduced amount;

- j. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this Agreement. Any waiver of rights by either party or any matter relating to this Agreement shall not be deemed to be a waiver unless in writing and approved by both parties and shall not be a waiver to any other provision or matter relating to this Agreement;
- k. If any part of this Agreement is found to be invalid the remainder of the Agreement shall continue in full force and effect;
- l. Neither the CCC nor the Sponsor may assign this Agreement or any interest therein without the written consent of the other party;
- m. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties;
- n. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California;
- o. This Agreement shall remain in effect unless terminated upon thirty (30) days written notice from either party; and,
- p. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.






Sponsor Information:

Sponsor Name:	Sponsor Department:
Temecula-Elsinore-Anza-Murmetza Resource Conservation District - TEAM RED	
Address:	
P.O. Box 2078, Temecula, CA 92593-2078	
Contact Person:	Phone:
Rose Corona - President	909-208-7848
Email Address: rosecorona@teamred.org	

SIGNATURES

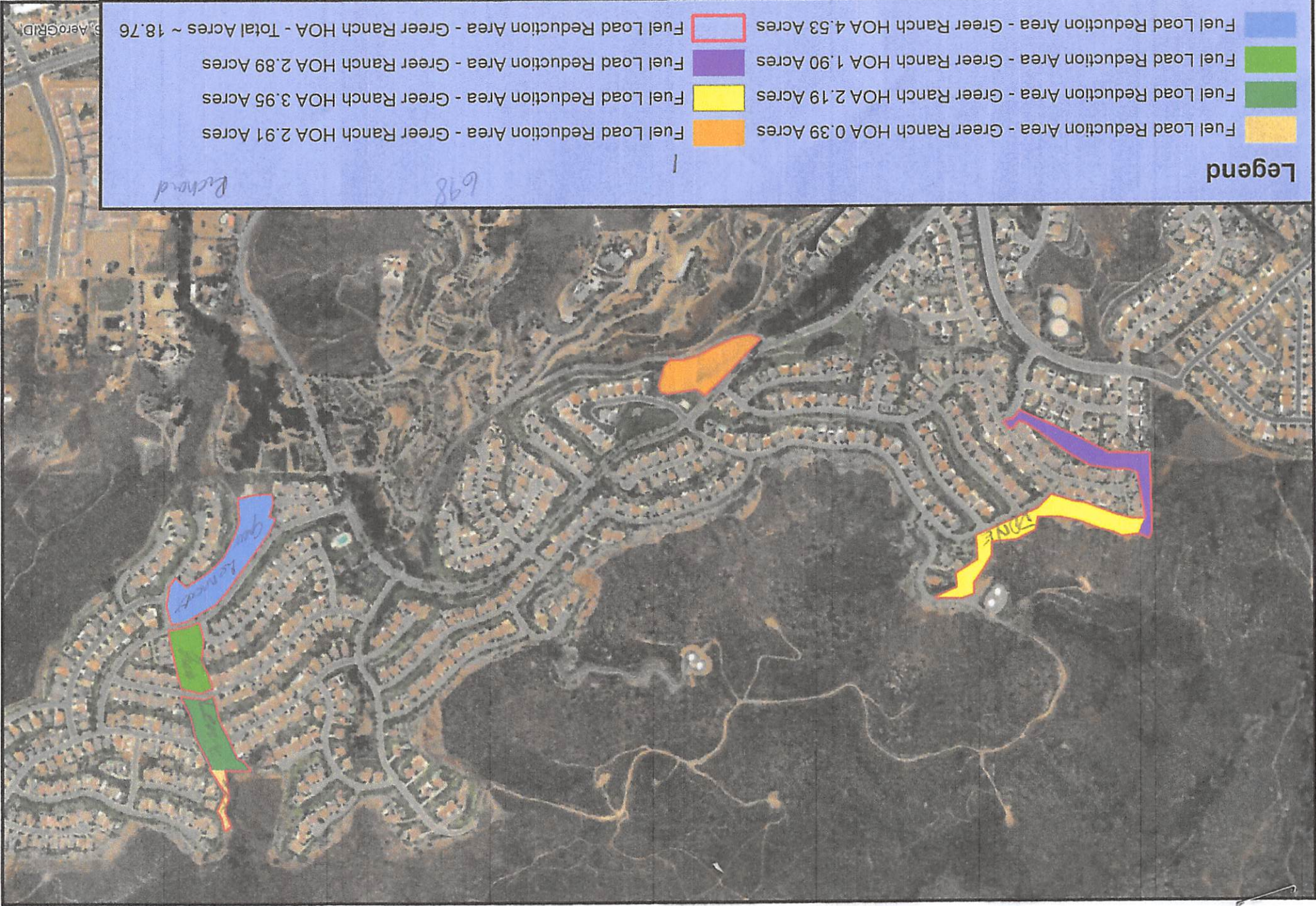
In Witness Whereof, the parties have agreed to the conditions of this Agreement as of the date shown below.

Sponsor Representative Signature:	
	
Print Name:	Date:
ROSE CORONA	8/19/20

CCC District Director/Region Deputy Signature:	
Print Name:	Date:



GREER RANCH FUEL LOAD REDUCTION



Legend

- Fuel Load Reduction Area - Greer Ranch HOA 0.39 Acres
- Fuel Load Reduction Area - Greer Ranch HOA 2.19 Acres
- Fuel Load Reduction Area - Greer Ranch HOA 1.90 Acres
- Fuel Load Reduction Area - Greer Ranch HOA 2.89 Acres
- Fuel Load Reduction Area - Greer Ranch HOA 4.53 Acres
- Fuel Load Reduction Area - Greer Ranch HOA - Total Acres ~ 18.76



LEGEND FOR GREER RANCH FUEL LOAD REDUCTION

Yellow-Already handled by HOA and finished

Purple-One area that need to go back to do later after major issues addressed\

Orange-Belongs to the City of Murrieta

Blue and **Green**-Still belongs to Lennar Homes

Yellow to the north of the green and blue-Still belongs to Richard Greer

UPDATED MINUTES

MINUTES

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Regular Board Meeting

Thursday, July 9, 2020 at 4:00 PM

Truax Building
41923 Second Street, Fourth Floor
Temecula, CA 92590

I. PRELIMINARY FUNCTIONS

Call to Order, 4:00 p.m., meeting recorded by Rose Corona

Flag Salute

Roll Call/Establish a Quorum

Directors Present: Rose Corona (President), Randy Feeney (Director), Lisa Battiato (Director), Stacy Kuhns (Director)

Directors Absent: Newt Parkes (Director)

Associate Directors Present: Rick Neugebauer

Associate Directors Absent: None

Office Manager: Deborah Getty – Present

District Counsel: Ward Simmons, Best, Best & Krieger – Absent

Natural Resources Conservation District (NRCS): Robert Hewitt – Absent

Guest Speakers: None

Public Guests: None

Approval of Agenda

President Corona made a motion to approve the agenda as presented. Director Feeney seconded. **Motion passed unanimously 4-0.**

PUBLIC COMMENT

None

II. CONSENT CALENDAR, CORRESPONDENCE & GENERAL INFORMATION

President Corona made a motion to approve the consent calendar, financials, and correspondence. Director Feeney seconded. **Motion passed unanimously 4-0**

III. ACTION ITEMS/ DISCUSSION CALENDAR

Item 1: Discussion and review of letter sent to Board by Pam Nelson on June 15, 2020 regarding potential mitigation bank in the Watershed.

President Corona opened the discussion by reviewing the letter sent to the board by Pam Nelson dated June 15, 2020. Ms. Nelson had requested to be put on the agenda to discuss her letter in more detail however according to the Office Manager, Deborah Getty. Ms. Nelson had asked to attend the meeting and although there was e-mail correspondence sent to Ms. Nelson, there seemed to be some issues with her receiving e-mails from TEAM RCD. Since there appeared to be a problem, Ms Getty did reach out to her by phone and by text in order to clarify that she was welcome to come to the meeting and have her allotted time to speak on her letter. Ms Getty did speak to her directly and let her know her options for participation. She also offered for her to send in a summary of what she wanted to say which could be read to the board during the discussion of the agenda item and then the Board's sub-committee could review later and decide if it warranted being put on the next month's agenda for discussion should she choose not to attend. Unfortunately, Ms. Nelson decided not to attend and the e-mail with her summary arrived too late for the Board meeting so it could not be read until next meeting.

The President moved forward in discussing the agenda item. The President was asked to re-read Ms. Nelson's original letter of June 15, 2020 and TEAM RCD's response for the benefit of the Board. The Board was informed that Ms. Nelson stated that she did not receive the response (most likely due to the continuing e-mail issues) however, it was noted that it had been included in the Board Packet online on the TEAM RCD website on July 3, 2020 for review by the Board and the public along with Ms. Nelson's original letter.

The President then continued the discussion by offering the Board a response for the record to Ms. Nelson's letter, because she (the President) felt it important that she respond at a public meeting so the public and the new Board could hear information from both sides, and have all the facts in front of them if at any time there were questions regarding the comments made in the letter that the Board members may potentially need to respond to.

President Corona proceeded to address Ms. Nelson's letter and provided documentation and/or access to such documentation/information that exists in the records that substantiated her comments. All of this was outlined in a statement that was requested to be put in the record for public review.

In summary as to Ms. Nelson's preliminary questions, the President responded as follows.

1. TEAM RCD or its Board members never asked WRCOG to decline the grant and never stated that they were doing the needed work. What we did say was that there was already another group (IRWM) in the watershed doing this same work and therefore the proposal made another group duplicative.
2. The Board had found that not only were they not listed as a stakeholder in the proposal but many groups and organizations that were, had not been informed of the fact that they had been included in the proposal. Many of these organizations expressed opposition to the Board President regarding this proposal.
3. In response to Ms. Nelson's statement that AD Neugebauer said that TEAM RCD was lacking staff or resources, the President clarified that the statement was taken out of context. What AD Neugebauer was pointing out was that a mitigation bank already was being created by Rancho Water, that we do not tend to interfere or get into competition with sister agencies as a rule. Since organizations like big water districts have limitless staff and funds, it made no sense to have our organization try to compete on that level. The Board would prefer to spend what funds they have on many projects to help the community rather than spend years on one project that already was being handled in the community.
4. TEAM RCD offered assistance to the Meadowview project through offers to help manage funds, help find other grants that might be helpful in obtaining funds to complete the project and offering expertise. The Board did decline to give actual monetary assistance through their General Fund since they do not get tax based funds to support the District.

To close, the President gave a brief overview of the history of the former EMARCD and its lack of fiscal responsibility, accountability and capacity building. She explained how when the new Board and

District Counsel was installed in June 2015, the District worked to improve the state of its' inherited financial woes by implementing many cost saving measures. These actions saw the District's general account slowly but steadily built its' General fund up from around \$22,000 as of June, 2015 to almost \$200,000 in June of 2020. This was just the start of making the RCD a competent and well-functioning District. Those facts were confirmed by graphs showing the ending balance of the General account at the end of each fiscal year from 2008 to 2015 where the former Board had been in charge, then from June of 2015 to the present where a new Board was in place.

The Board members asked several questions about specific historical issues in regards to timelines for audits that were performed or not performed by the prior Board, documentation from CPA firms showing improper accounting and practices of the former Board, lack of yearly audit performance and mitigation and land purchases among other items which were briefly discussed. The President ended the discussion on this agenda item by letting all Board members and the public know that at any time if they needed any of the back-up documentation or facts as to her comments, she would be more than happy to provide them. At this point, she asked that her comments be submitted for the record and moved to the next agenda item.

Item 2: Discussion and potential approval of funding agreement for the Watershed Management Program for the Santa Margarita region.

General discussion and review of the funding agreement as presented. With no questions, President Corona made a motion to approve the funding agreement of the Watershed Management Program for the Santa Margarita region. Director Kuhns seconded. **Motion passed unanimously 4-0.**

IV. OLD BUSINESS

Item 1: Update on Homeless Task Force.

Director Parkes forwarded the following information via email and it was read to the Board. June monitoring reports have been requested and not yet received. Director Parkes attended the last Homeless Task Force meeting on June 25th and will be able to report to the Board at our next meeting on the status of the House of Siloam, at transitional homeless facility recently approved by the Lake Elsinore City Council. No motion necessary.

Item 2: Update and discussion on AEIP and CropSwap reports.

Director Battiato provided a summary of the questions that were asked of participants, results and conclusions. In summary, the main function or contribution what we can provide to the effort is to make sure we are getting the word out and make sure that were promoting how much water savings is actually occurring. There are a few things that Rancho Water can do, which include coming up with the schedule for those participating so they understand what steps need to be taken and the timing of those steps. An additional effort would be to get the word out on our website which has encouraged us to come up with some improvements that we would like to see so we may showcase these programs. No motion necessary.

Item 3: Update and discussion on CDFW cannabis program.

Director Kuhns reports that she has several messages into the AG Commissioner. President Corona reports she was contacted by Gary Warbeck. Director Kuhns explains that Gary is a member of a homeowner's group in Anza who is mobilizing a group to get control of the illegal and legal growers. The sheriff is going to try and take care of the illegal growers and there is concern in regards to the hemp growers and how it will impact the water usage. After general discussion President Corona recommends extending an invitation to Jeff Brandt who is in charge of the Cannabis division for Fish and Wildlife for the next meeting. No motion necessary.

Item 4: Update and discussion on Website.

Director Feeney reports that Director Battiato and Deborah Getty met on the website to review the administrative side of posting to the site. Director Battiato reports that during the meeting we discussed the platform the website was built on its capabilities. Best next steps were to reach out the Board members to find out the top three things each Board member would like to see. Then, map it out and present to the Board for additional input as we prepare for the potential awarding of the grant money for the website. President Corona mentions that an email was sent to the Board by Deborah Getty in error requesting a response by all as it relates to the website. In the future, Deborah will correspond separately with the Board members so even though it is informational a Board meeting is not conducted by email. No motion necessary.

V. NEW BUSINESS

Item 1: Discussion and potential approval to appoint ad-hoc committee for hiring potential District Manager.

President Corona reports that Mandy Parkes from IERCD will help create a job description and be a part of an ad-hoc committee to work towards hopefully beginning the process of hiring an Executive Director. Once resumes come in the ad-hoc committee would review and interview potential candidates. President Corona, Director Neugebauer and Mandy Parkes to make up the ad-hoc committee with extending the invitation to Director Parkes at the next meeting.

VI. FUTURE AGENDA ITEMS

None

VII. ORAL/WRITTEN REPORTS

NRCS

Bob Hewitt not present.

DIRECTOR REPORTS

President Corona reports that she received a call from Greer Ranch that the beaver habitat pond is now becoming a problem. James Law at SAWA has been contacted to take a look and provide a cost to clean the vegetation that needs to be removed.

No other Director Reports.

ASSOCIATE DIRECTOR REPORTS

None

VII. ADJOURNMENT

With no further business, President Corona made a motion to adjourn the meeting. Director Feeney seconded. **Motion passed unanimously 4-0.** Meeting adjourned at 5:06 p.m.

Secretary/Treasurer

MINUTES

Temecula-Elsinore-Anza-Murrieta Resource Conservation District

Regular Board Meeting

Thursday, May 14, 2020 at 4:00 PM

Via Teleconference

Per Governor Newsom's Executive Order N-25-20

I. PRELIMINARY FUNCTIONS

Call to Order, 4:00 p.m., meeting recorded by Rose Corona

Roll Call/Establish a Quorum

Directors Present: Rose Corona (President), Randy Feeney (Director), Lisa Battiato (Director), Stacy Kuhns (Director)

Directors Absent: Newt Parkes (Director)

Associate Directors Present: Rick Neugebauer

Associate Directors Absent: None

Office Manager: Deborah Getty – Present

District Counsel: Ward Simmons, Best, Best & Krieger – Absent

Natural Resources Conservation District (NRCS): Robert Hewitt – Absent

Guest Speakers: Mandy Parkes

Public Guests: None

Approval of Agenda

President Corona called for a motion to approve the agenda as presented with the removal of Item 1 on the Action Items, swearing in of Newt Parkes and Item 1 on Old Business which would provide an update on the task force due to Newt Parkes being absent. Director Kuhns moved and Director Battiato seconded.

Motion passed unanimously 4-0.

PUBLIC COMMENT

None

II. CONSENT CALENDAR, CORRESPONDENCE & GENERAL INFORMATION

President Corona called for a motion to approve the consent calendar, financials, and correspondence and Director Feeney moved and Director Battiato seconded. **Motion passed unanimously 4-0**

III. ACTION ITEMS/ DISCUSSION CALENDAR

Item 1: Appointment and Swearing in of new Board Director Newt Parkes.
Tabled until next Board meeting.

Item 2: Update and discussion of the Bureau of Reclamation grant for proposed Santa Margarita Watershed Council.

As a result of the withdrawal by WRCOG for the Bureau of Reclamation Grant, it was requested to bring the issue back for a discussion for the Board by Ms. Teri Biancardi, District 7 Flood Control Commissioner, who had worked on the Grant. Via a telephone conversation with President Corona, A.D. Neugebauer and the office manager Deb Getty present, Ms. Biancardi asked that the Board reconsider their objections to the proposal. The sub-committee agreed to put it back on the agenda.

Each Board Director was given the Grant proposal in their packet to read in its entirety and given the opportunity to review the entire proposal as submitted to the Bureau of Reclamation along with the copy of the letter from WRCOG declining the grant prior to the meeting.

A.D. Neugebauer made brief comments regarding the initial discussions with Darcy Kuensey of Flood Control and noted that he had been informed by her that the timeline to put the proposal together was less than 48 hours to make the deadline and that TEAM RCD had not been included in the discussion as a stakeholder. He mentioned that there appeared to be much duplication of efforts in this proposal and perhaps a dilution of those efforts by creating another organization in the Watershed. He also expressed concern regarding the dollar amount being directed toward a new group when there were already existing groups in the watershed doing similar work.

President Corona summarized the telephone conversation referenced above with Ms. Biancardi including AD Neugebauer and the office manager Getty, that the objection to the proposal by the Board was, in short, as follows:

1. The Board felt that there was already an existing group (IRWM) who was already doing similar work in the watershed and capable of bringing groups listed in the proposal together for discussion and therefore another group was duplicative. It seemed much better that other groups who wished to improve the watershed should partner with an already established existing group.
2. Although TEAM RCD is the major stakeholder in the area of the Santa Margarita Watershed and the RCD whose District covers most of the watershed, they were not even mentioned as a stakeholder and dismissed in a few pages as insignificant in the process.
3. Many other stakeholders listed in this proposal were not contacted or notified as to the content of the proposal and once they obtained a copy, also voiced that they would be objecting to the proposal as written. It was pointed out to Ms. Biancardi that TEAM RCD was not the only organization that objected to the proposal. It seemed to the Board that many of the stated "stakeholders" in the proposal were not included or consulted and therefore the proposal would not be as "inclusive" as stated.

The individual Board Directors were then offered the opportunity to comment and voice their opinions in open forum. Following are their responses:

Director Stacy Kuhns: Her feeling was that "there's too many cooks in the kitchen" and that this proposal was ill written from the beginning. It was her expression that she did not feel that there should be another group or that any group should go forward as it was proposed.

Director Lisa Battiato: She indicated that she read through it briefly and read the executive summary. Director Battiato stated that "It doesn't really say what they (the potential new Council) feel is missing in the current system. I don't think another layer of bureaucracy helps anything. I don't support this.

Director Feeney: Director Feeney expressed "Yes, I was just going to say what Lisa just said. Another layer of bureaucracy. I can't see that. It just doesn't make sense. It seems redundant."

Director Parkes was absent from the meeting and had not sent forward any comment to be read.

Jack Symes from the Bureau of Reclamation joined the call and was given the opportunity to speak. Although as he stated was "surprised" by WRCOG's decision to withdraw the grant and that he heard what TEAM RCD was stating about having an organized group already (IRWM) focused on doing projects in the Watershed. He also mentioned that other grant funding from the Bureau of Reclamation would be

coming out and TEAM RCD could compete for those funds. He also thanked the Board for giving him a brief opportunity to speak.

The opinion of the Board did not change from their initial opposition to the proposal and with a majority of the Board present, it was clear that the Board felt the decision from WRCOG to withdraw the proposal was appropriate and moved on to the next item of business.

Item 3: Discussion and potential approval of the proposed amended Conflict of Interest Code.

Provided for review, the Notice of Intention, redline copy and Resolution 2020-01 as completed by Best, Best & Krieger. After general discussion President Corona moved to approve the amended Conflict of Interest Code. Director Feeney seconded. **Motion passed unanimously 4-0.**

Item 4: Discussion and potential approval of appointing new office manager Deborah Getty on a contract basis.

General discussion in regard to Barb Dalton moving into another role and unable to fulfill her obligation. Deborah Getty has stepped in to assist as needed. President Corona moved to appoint Deborah Getty as the new office manager. Director Kuhns seconded. **Motion passed unanimously 4-0**

Item 5: Discussion and potential approval of conversation easement management recommendation from IERCD.

President Corona provided a quick overview of accounting monies as it relates to Adeline Farms and Greer Ranch. Mandy Parkes discussed the IERCD and TEAMRCD Memorandum of Understanding that allows collaboration of work. General discussion on what IERCD would be able to provide and costs involved on the conservation easement. President Corona moved to spend the \$1,200 to get started on the work at Greer Ranch. Director Kuhns seconded. **Motion Passed unanimously 4-0.**

General discussion as to what may be needed for Adeline Farms and most efficient usage of money would be. Director Battiato to report back at next meeting. President Corona recommended this item be tabled until next meeting. All agreed. No motion necessary.

IV. OLD BUSINESS

Item 1: Update on Homeless Task Force.

No updated provided as Director Parkes is not present. No motion necessary.

Item 2: Discussion and update CDFW cannabis program.

Director Kuhns had no updates at this time. No motion necessary.

Item 3: Update on Long Term Streambed Agreement meeting.

President Corona reports that due to COVID-19 this meeting has been postponed. No motion necessary.

Item 4: Update on Form 700 submission.

President Corona reports that all Form 700' have been submitted timely as required. No motion necessary.

V. NEW BUSINESS

Item 1: Update on billing for TEAMRCD/SAWA for Riverside County Flood Control.

President Corona reports that we are submitting the second half of the billing for 2020, updating the cost of Fish and Wildlife charges.

Item 2: Discussion and update on AEIP and CropSwap reports.

Director Battiato reports she has made contact with Rancho California Water District and would like to follow up with the participants to find out how we can do a better job in the future. She is establishing questions and then will present to the Board. Some initial findings show that 18 participants have seen over a 50% water reduction. No motion necessary.

VI. FUTURE AGENDA ITEMS

Item 1: Discussion and potential approval of 2020/2021 Budget.

Item 2: Election of Officers

Item 3: Review and further discussion of Phase 2 of the Meadowview project.

Item 4: Potential presentation of new cannabis program by Jim Brandt of CDFW.

VII. ORAL/WRITTEN REPORTS

NRCS

Bob Hewitt not present. President Corona reports that CARCD and the State may have some potential grant opportunities.

DIRECTOR REPORTS

Director Kuhns reports that California Department of Fish and Wildlife was at Bonanza the 13th of May. They eradicated 9,970 plants, 300 pounds of processed weed and 10 people. There were several containers of toxic pesticides, including Carbofuran which is banned in the US as it endangers domestic animals and wildlife and are known hazards in the water table and located at two other locations.

ASSOCIATE DIRECTOR REPORTS

None

VIII. CLOSED SESSION

Meeting is paused so that the Board may go into closed session to discuss the potential public employment of a District Manager.

Upon return from closed session the result is to move forward with further negotiations with Riverside Flood Control as it relates to the District Manager position.

IX. ADJOURNMENT

With no further business, President Corona made a motion to adjourn the meeting. Director Kuhns seconded. **Motion passed unanimously 4-0.** Meeting adjourned at 5:25 p.m.

Secretary/Treasurer

OLD BUSINESS