RAMONA MUNICIPAL WATER DISTRICT

Regular Meeting of the Board of Directors
Tuesday, October 13, 2020
2:00 P.M.

(Meeting to be held Via Teleconference Pursuant to State of California Executive Order N-29-20)

Telephone number for members of the public to observe, listen, and address the meeting telephonically: Phone Number: 978-990-5000, Access Code 401324

PLEASE NOTE: Due to the Coronavirus disease (COVID-19) public health emergency, including but not limited to the order by the State of California public health officials for anyone living in the state to stay home, the County of San Diego health order which prevents public gatherings, and in compliance with State Executive Order N-29-20, in-person participation at the Board meeting will not be allowed.

AGENDA

A. Opening of Meeting

A.1. Call to Order and Pledge of Allegiance

A.2. Consideration of Non-Agenda Items Which Arose Subsequent to the Posting of the Agenda

A.3. Adoption of Agenda for Meeting of October 13, 2020

A.4. Opportunity for Members of the Public to Address the Board on any Subject within its Jurisdiction but not on the Agenda

A.5. Announcements and/or Informational Reports from Board and/or Staff

A.5.a. General Manager's Report

A.5.b. Committee Reports

A.5.c. Staff Reports

B. Ministerial Items

B.1. Consent Calendar
(All matters on the consent calendar are to be approved by one motion unless a Board Member requests separate action on a specific item)

B.1.a. Adoption of the Regular Board Meeting Minutes for September 8, 2020

Recommendation: To adopt the Minutes for September 8, 2020.

B.1.b. Acceptance of Monthly Financial Reports – August 2020

Recommendation: No staff recommendation.

B.1.c. Authorization for the General Manager to Award a Contract for Construction of the B St, E St, 5th St and 9th St Cast Iron Waterline Replacement Project

Recommendation: Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the B St, E St, 5th St and 9th St Cast Iron Waterline Replacement Project to L.B. Civil Construction, Inc.

B.1.d. Authorization for the General Manager to Sign the Amended/Restated Nature Conservancy Conservation Easement (CE), The Nature Conservancy Agreement Regarding CE Amendment, And United States Fish & Wildlife Service Permit Application Form

Recommendation: Staff respectfully recommends the Board approve the revised and amended CE and authorize the General Manager to address any minor language revisions with Legal Counsel review, as well as sign and implement the Agreement with the TNC and the USFWS Permit Application.

C. Public Hearing/Bid Openings

D. Agenda Items which Anticipate Possible Input from Members of the Public
(This space on the agenda is reserved in the event a member of the public is scheduled to address the Board)

E. Agenda Items which Anticipate Possible Input from Other Agencies/Consultants
(This space on the agenda is reserved in the event another agency/consultant is scheduled to address the Board)

F. Agenda Items which Anticipate Possible Input from Staff

F.1. Discussion and Possible Action, Including Input from the Fire Ad Hoc Committee, to Authorize the General Manager to Sign a Fire Agreement for Cooperative Services and Use of Fire Protection Funds Between the District and the County of San Diego That Includes the Use of County Fire Protection Funds

Recommendation: Staff respectively recommends the Board authorize the General Manager to sign a Fire Agreement for Cooperative Services and Use of Fire Protection Funds between the District and the County of San Diego that includes the use of County Fire Protection Funds.

F.2. Two Actions Requested: 1) Consideration Regarding and Authorization for the General Manager to Sign a New Fire Prevention Services Collaboration Agreement with the County of San Diego and, 2) Discussion and Possible Action to Introduce and Conduct the First Reading by Title Only of and to Set a Date for Public Hearing for Adoption of an Ordinance Amending the District's Legislative Code Chapter 5.28 Which Includes Adopting by Reference the County's Defensible Space for Fire Protection Ordinance.

Recommendation: Staff respectfully recommends that the Board of Directors:
(1) Authorize the General Manager to sign a new Fire Prevention Services Collaboration Agreement with the County of San Diego; and
(2) Additional discussion and possible action is requested for the Board to consider introducing the attached Ordinance by title only, with a waiver of the full reading of the Ordinance, and to set November 10, 2020 as the date for a public hearing to consider adoption of the Ordinance amending the District's Legislative Code Chapter 5.28 which

includes adopting by reference the County's Defensible Space for Fire Protection Ordinance.

G. Closed Session – NOT OPEN TO THE PUBLIC

G.1. Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to Govt. Code section 54956.9(d)(2) (1 case). Existing facts and circumstances pursuant to Govt. Code section 54956.9(e)(1)

G.2. Public Employee Performance Evaluation

(Government Code § 54957 (b)(1))
Title: General Counsel

H. Remaining Agenda Items

H.1. Directors' Reports of Reimbursed Meetings

Pursuant to Legislative Code Section 2.08.140, members of the Board who receive reimbursement from the District for their actual and necessary expenses for attending meetings outside the District shall either prepare a written report to be submitted at the next subsequent Board meeting or make a verbal report during the next regular Board meeting. The report shall detail the information that may be of benefit to the District that was presented at the meeting.

I. Closing Agenda Items

I.1. Date and Time for the Next Regular Meeting

November 10, 2020 - 2:00 p.m.

Adjourn

Ramona Municipal Water District in complying with the Americans with Disabilities Act (ADA) and State of California Executive Order N-29-20, requests individuals who require specific accommodations to access or participate in the Board Meeting, due to a disability, to please contact the Administrative Services Department at least one business day prior to the scheduled meeting to ensure that the District may assist you.
Telephone: (760) 789-1330; T.D.D.: (760) 789-9497.
Email: email@rmwd.org

NOTE: ANY ITEM APPEARING ON THIS AGENDA MAY BE DISCUSSED AND ACTION MAY BE TAKEN AT THE DISCRETION OF THE BOARD OF DIRECTORS

The Agenda was posted at least 72 hours before the meeting in a location freely accessible to the public. Agenda item memorandums or documents prepared for the Board of Directors are available for public review online at rmwd.org and at the RMWD office, 105 Earlham Street, Ramona, California during normal business hours, Monday through Friday 7:30 a.m. to 4:00 p.m. The Agenda is also posted at Ramona Community Center, 434 Aqua Lane, Ramona, California. Additions to the Agenda may be made in accordance with Section 54954.2 of the California Government Code.

MINUTES FOR THE MEETING
OF THE BOARD OF DIRECTORS
OF THE RAMONA MUNICIPAL WATER DISTRICT
September 8, 2020

Meeting held Via Teleconference
Pursuant to State of California Executive Order N-29-20

PRESENT

Jim Robinson	President
Bryan Wadlington	Vice President
Thomas Ace	Treasurer
Jeff Lawler	Secretary
Jim Hickle	Director

A. Opening of Meeting

A.1. Call to Order and Pledge of Allegiance

The Regular Meeting of the Board of Directors of the Ramona Municipal Water District was called to order by President Robinson at 2:00 p.m. via Teleconference Pursuant to State of California Executive Order N-29-20.

President Robinson led the Board and members of the public in the Pledge of Allegiance.

Roll Call.

Legal Counsel Announcement.

A.2. Consideration of Non-Agenda Items Which Arose Subsequent to the Posting of the Agenda

None.

A.3. Adoption of Agenda for Meeting of September 8, 2020

M\S\C MOTION TO ADOPT THE AGENDA FOR SEPTEMBER 8, 2020 (Ace/Wadlington)

AYES:	Ace, Hickle, Lawler, Robinson, Wadlington
NOES:	None
ABSTAIN:	None
ABSENT:	None

A.4. Opportunity for Members of the Public to Address the Board on any Subject within its Jurisdiction but not on the Agenda

None.

A.5. Announcements and/or Informational Reports from Board and/or Staff

A.5.a. General Manager's Report

General Manager Barnum gave a brief COVID-19 update reporting that the District is complying with all mandated federal, state and local requirements and mentioned the investments made in PPE to support a reopening of the front desk and in-person Board meetings when allowed by the State of California. He gave an update about the upcoming election and invited prospective board members to directly contact the District for information if they have any questions. He also gave an update on the Fire Protective Services Agreement and the new Shared Services Agreement, offered by the County.

A.5.b. Committee Reports

None.

A.5.c.- Staff Reports

None.

B. Ministerial Items

B.1. Consent Calendar

(All matters on the consent calendar are to be approved by one motion unless a Board Member requests separate action on a specific item)

B.1.a. Adoption of the Regular Board Meeting Minutes for August 11, 2020

Recommendation: To adopt the Minutes for August 11, 2020.

B.1.b. Acceptance of Monthly Financial Reports – July 2020

Recommendation: No staff recommendation.

M/S/C **MOTION TO APPROVE THE CONSENT CALENDAR (Hickle/Ace)**

AYES:	Ace, Hickle, Lawler, Robinson, Wadlington
NOES:	None
ABSTAIN:	None
ABSENT:	None

C. Public Hearing/Bid Openings

D. Agenda Items which Anticipate Possible Input from Members of the Public

(This space on the agenda is reserved in the event a member of the public is scheduled to address the Board)

E. Agenda Items which Anticipate Possible Input from Other Agencies/Consultants

(This space on the agenda is reserved in the event another agency/consultant is scheduled to address the Board)

F. Agenda Items which Anticipate Possible Input from Staff

F.1. Discussion and Possible Action to Establish a Limited Purpose Fire Ad Hoc Committee

Recommendation: It is recommended that the Board of Directors establish a limited purpose Fire Ad Hoc Committee to review the Fire Shared Services Agreement / Fire Protective Services Agreement and make recommendations to the full Board as soon as possible.

President Robinson initiated a new fire ad hoc committee and after board discussion Director Ace and Director Hickle were nominated to serve on the committee to review the Fire Shared Services Agreement / Fire Protective Services Agreement and make recommendations to the full Board as soon as possible.

M/S/C **MOTION TO ESTABLISH THE COMMITTEE WITH REVISED MEMBERSHIP OF DIRECTOR ACE AND DIRECTOR HICKLE WITH PRESIDENT ROBINSON AS ALTERNATE MEMBER AS ORIGINALLY PROPOSED (Lawler/Hickle)**

AYES:	Ace, Hickle, Lawler, Robinson, Wadlington
NOES:	None
ABSTAIN:	None
ABSENT:	None

G. Closed Session – NOT OPEN TO THE PUBLIC

The board entered closed session at 2:22 p.m.

G.1. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to Govt. Code section 54956.9(d)(2) (1 case). Existing facts and circumstances pursuant to Govt. Code section 54956.9(e)(1)

G.2. Public Employee Performance Evaluation
(Government Code § 54957 (b)(1))
Title: General Manager

Closed session ended at 4:28 p.m. Legal Counsel reported that direction was given with no reportable action taken.

H. Closing Agenda Items

H.1. Date and Time for the Next Regular Meeting

October 13, 2020 - 2:00 p.m.

President Robinson adjourned the meeting at 4:29 p.m.

Adjourn

Jim Robinson, President
Board of Directors
RAMONA MUNICIPAL WATER DISTRICT

RAMONA MUNICIPAL WATER DISTRICT

AGENDA MEMO

Agenda Item No. B.1.b.
Regular Board Meeting of October 13, 2020

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA 92065

RE: ACCEPTANCE OF MONTHLY FINANCIAL REPORTS – AUGUST 2020

Members of the Board:

Purpose
To present monthly financial reports for the month of August 2020.

Background
Accounts with August financial activity are closed during the month of September and submitted to the Board in October.

Discussion
The monthly reports for August are submitted.

Fiscal Impact
None.

Recommendation
No staff recommendation.

Prepared by: Craig Schmollinger, Chief Financial Officer

Submitted by: David Barnum, General Manager

ATTACHMENTS:

Attachment 1	August Financials	B.1.b. Page 2-14

RAMONA MUNICIPAL WATER DISTRICT

UNAUDITED STATEMENT OF OPERATING DEPARTMENTS

FOR AUGUST 2020 AND THE FIRST MONTH ENDING AUGUST 31, 2020

	MONTH OF August	Y TO D August-20	Y TO D August-19	Y TO D BUDGET	VARIANCE FAV (UNFAV)
FUND 01 - WATER					
REVENUES	2,491,674	4,190,702	3,136,549	3,520,100	670,602
EXPENDITURES	(1,486,926)	(2,823,697)	(2,555,746)	(2,412,958)	(410,739)
TRANSFER TO CAPITAL/GENERAL FUND	(155,460)	(1,474,246)	(1,029,780)	(1,531,120)	56,874
NET RESULT OF OPERATION-FAV(UNFAV)	**849,288**	**(107,241)**	**(448,977)**	**(423,978)**	316,737
FUND 02 - FIRE					
REVENUES	513,884	1,049,829	1,028,807	1,027,237	22,592
EXPENDITURES	(604,367)	(1,190,476)	(1,181,874)	(1,238,566)	48,090
TRANSFER TO CAPITAL/GENERAL FUND	0	0	0	0	0
NET RESULT OF OPERATION-FAV(UNFAV)	**(90,483)**	**(140,646)**	**(153,067)**	**(211,329)**	70,682
FUND 03 - PARKS					
REVENUES	11,900	23,800	23,800	23,800	0
EXPENDITURES	0	0	0	(30,000)	30,000
TRANSFER TO CAPITAL/GENERAL FUND	0	0	0	0	0
NET RESULT OF OPERATION-FAV(UNFAV)	**11,900**	**23,800**	**23,800**	**(6,200)**	30,000
FUND 04 - SAN VICENTE SANITATION					
REVENUES	303,522	600,879	511,638	532,920	67,960
EXPENDITURES	(110,282)	(197,822)	(188,752)	(311,284)	113,462
TRANSFER TO CAPITAL/GENERAL FUND	(38,060)	(591,623)	(1,118,497)	(605,580)	13,957
NET RESULT OF OPERATION-FAV(UNFAV)	**155,180**	**(188,565)**	**(795,611)**	**(383,945)**	195,379
FUND 05 - SANTA MARIA SANITATION					
REVENUES	359,507	744,757	696,215	671,600	73,157
EXPENDITURES	(126,149)	(235,345)	(226,140)	(340,933)	105,588
TRANSFER TO CAPITAL/GENERAL FUND	(52,345)	(1,376,011)	(1,594,205)	(1,395,173)	19,162
NET RESULT OF OPERATION-FAV(UNFAV)	**181,013**	**(866,599)**	**(1,124,130)**	**(1,064,506)**	197,908
FUND 06 - GENERAL					
REVENUES	21,720	41,249	41,413	75,000	(33,751)
TRANSFER FROM OPERATING FUNDS	245,865	591,880	442,482	681,873	(89,993)
TOTAL REVENUES/TRANSFERS	267,585	633,129	483,895	756,873	(123,744)
EXPENDITURES					
BOARD OF DIRECTORS	(936)	(1,478)	(4,975)	(71,717)	70,238
GENERAL MANAGER	(34,033)	(66,038)	(56,616)	(76,197)	10,159
ENGINEERING	(14,380)	(25,563)	(20,860)	(100,746)	75,183
FINANCE	(92,201)	(209,937)	(188,324)	(239,558)	29,621
HUMAN RESOURCES	(104,312)	(288,860)	(173,837)	(268,655)	(20,204)
TOTAL EXPENDITURES	(245,864)	(591,876)	(444,613)	(756,873)	164,997
NET RESULT OF OPERATION-FAV(UNFAV)	**21,722**	**41,253**	**39,282**	**0**	41,252
SUMMARY - ALL OPERATING FUNDS					
REVENUES	3,702,207	6,651,217	5,438,423	5,850,657	800,560
EXPENDITURES	(2,573,588)	(5,039,215)	(4,597,126)	(5,090,614)	51,399
NET TRANSFERS	0	(2,850,000)	(3,300,000)	(2,850,000)	0
NET RESULT OF OPERATION-FAV(UNFAV)	**1,128,619**	**(1,237,998)**	**(2,458,703)**	**(2,089,957)**	851,959

RAMONA MUNICIPAL WATER DISTRICT
CASH POSITION STATEMENT
August 31, 2020

FUND #	DESCRIPTION	BEGINNING BALANCE	ACTIVITY	ENDING BALANCE
	OPERATING FUNDS			
01	Water Fund	$8,202,825.64	$183,539.39	$8,386,365.03
02	Fire Fund	$1,829,027.19	$82,978.69	$1,912,005.88
03	Park Fund	$261,433.54	$2,263.89	$263,697.43
04	Sewer - San Vicente	$2,534,824.48	($75,604.00)	$2,459,220.48
05	Sewer - Santa Maria	$2,092,157.44	($104,935.23)	$1,987,222.21
06	General Fund	$3,906,630.39	($50,676.35)	$3,855,954.04
	Total Operating Funds	**$18,826,898.68**	**$37,566.39**	**$18,864,465.07**
	DEBT SERVICE FUNDS			
51	Water Debt Service	$854,957.63	$5,868.12	$860,825.75
	Total Debt Service Funds	**$854,957.63**	**$5,868.12**	**$860,825.75**
	CAPITAL PROJECTS & EQUIPMENT			
10	Cap. Replacement - Energy	$44,976.02	$1,562.92	$46,538.94
11	Cap. Replacement - Water	$3,025,016.05	$14,450.58	$3,039,466.63
12	Cap. Improvement - Fire	$251,777.69	($69,185.30)	$182,592.39
14	Cap. Improvement - San Vicente	$550,212.57	$0.00	$550,212.57
15	Cap. Improvement - Santa Maria	$2,444,219.74	$0.00	$2,444,219.74
22	Cap. Replacement - San Vicente	$2,910,505.65	($16,564.20)	$2,893,941.45
24	Cap. Improvement - Fire Mitig. Fees	$717,198.17	$0.00	$717,198.17
25	Cap. Replacement - Santa Maria	$9,658,270.40	($8,479.52)	$9,649,790.88
26	Cap. Improvement - General Fund	$845,257.81	($3,458.43)	$841,799.38
43	Cap. Improvement - Water	$3,447,144.99	($65,120.14)	$3,382,024.85
	Total Cap Proj & Equip	**$23,894,579.09**	**($146,794.09)**	**$23,747,785.00**
	TOTAL ALL FUNDS	**$43,576,435.40**		**$43,473,075.82**

RAMONA MUNICIPAL WATER DISTRICT

INVESTMENTS AND BANK ACCOUNTS

AUGUST 31, 2020

INVESTMENT	PRIOR MONTH	CHANGE	CURRENT MONTH	AVG** YIELD	INTEREST EARNED
LOCAL AGENCY INVESTMENT FUNDS:	$32,644,795	$0	$32,644,795	1.47%	
TOTAL INVESTMENTS	$32,644,795	$0	$32,644,795	1.47%	
C A S H					
GENERAL CHECKING	$10,931,641	($103,360)	$10,828,281	0%	
TOTAL CASH	$10,931,641	($103,360)	$10,828,281		
TOTAL CASH AND INVESTMENTS	**$43,576,435**	**($103,360)**	**$43,473,076**		

All investments are in compliance with the Ramona Municipal Water District Investment Policy.

The current cash flow estimates indicate sufficient liquidity to meet the expenditure needs for the next six months.

** Interest Earned reflects the rolling quarterly interest rate earned.

RAMONA MUNICIPAL WATER DISTRICT
WATER INVENTORY
August 31, 2020

-BEGINNING INVENTORY August 1, 2020				ACTIVITY FOR MONTH (USAGE) INVENTORY INCREASE		-ENDING INVENTORY August 31, 2020		
Description	acre feet	cost/acre ft	total value	acre feet	total value	acre feet	cost/acre ft	total value
LAKE RAMONA								
	31.2	$1,311	$40,903.20	(31.2)	($40,903.20)	0.0	$1,311	$0.00
	114.9	$1,140	$130,986.00	(109.8)	($125,172.00)	5.1	$1,140	$5,814.00
	12.8	$1,088	$13,926.40		$0.00	12.8	$1,088	$13,926.40
	64.2	$1,172	$75,242.40		$0.00	64.2	$1,172	$75,242.40
	234.6	$1,558	$365,506.80		$0.00	234.6	$1,558	$365,506.80
	79.2	$1,655	$131,076.00		$0.00	79.2	$1,655	$131,076.00
	83.6	$1,419	$118,628.40		$0.00	83.6	$1,419	$118,628.40
	107.8	$1,149	$123,862.20		$0.00	107.8	$1,149	$123,862.20
	24.1	$1,235	$29,763.50		$0.00	24.1	$1,235	$29,763.50
	48.9	$1,353	$66,161.70		$0.00	48.9	$1,353	$66,161.70
	35.5	$1,268	$45,014.00		$0.00	35.5	$1,268	$45,014.00
	47.9	$1,240	$59,396.00		$0.00	47.9	$1,240	$59,396.00
	59.8	$1,178	$70,444.40		$0.00	59.8	$1,178	$70,444.40
	178.6	$1,208	$215,748.80		$0.00	178.6	$1,208	$215,748.80
	577.5	$1,224	$706,860.00		$0.00	577.5	$1,224	$706,860.00
	28.0	$1,594	$44,632.00		$0.00	28.0	$1,594	$44,632.00
	22.9	$1,590	$36,411.00		$0.00	22.9	$1,590	$36,411.00
	28.6	$1,644	$47,018.40		$0.00	28.6	$1,644	$47,018.40
	194.8	$1,591	$309,926.80		$0.00	194.8	$1,591	$309,926.80
Total Lake Ramona	1,974.9		$2,631,508.00	(141.00)	($166,075.20)	1,833.9		$2,465,432.80

ATTACHMENT 1

B.1.b. Page 5

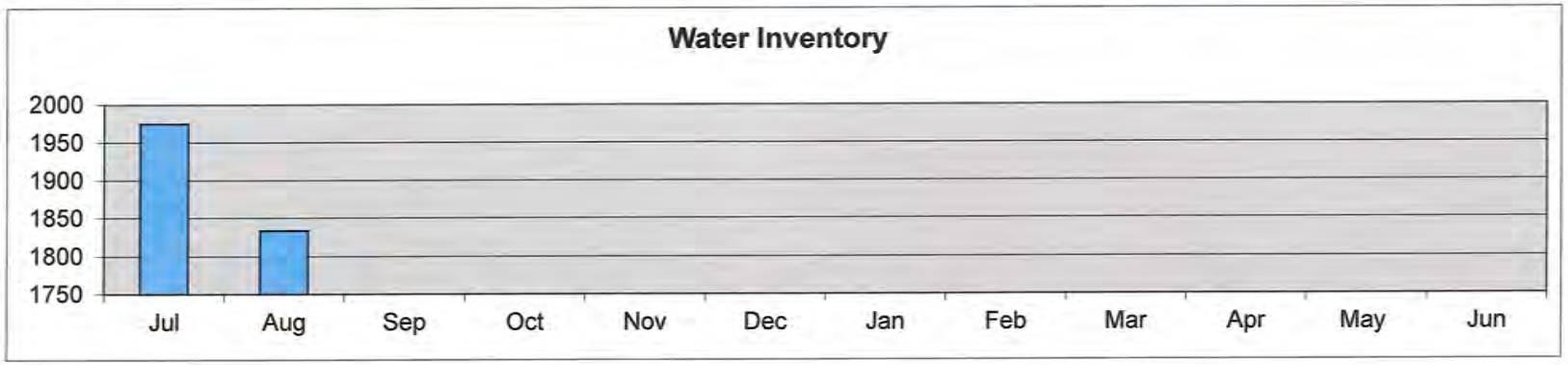
RESERVOIRS

RESERVOIRS - UNTREATED

	0.5	$1,248	$636.48		$0.00	0.5	$1,248	$636.48
	2.8	$1,248	$3,494.40		$0.00	2.8	$1,248	$3,494.40
	0.4	$1,353	$541.20		$0.00	0.4	$1,353	$541.20
	1.2	$1,513	$1,815.60		$0.00	1.2	$1,513	$1,815.60
	1.3	$1,245	$1,581.15		$0.00	1.3	$1,245	$1,581.15
	1.9	$1,178	$2,273.54		$0.00	1.9	$1,178	$2,273.54
	2.2	$1,208	$2,633.44		$0.00	2.2	$1,208	$2,633.44
	2.3	$1,354	$3,060.04		$0.00	2.3	$1,354	$3,060.04
	2.8	$1,594	$4,463.20		$0.00	2.8	$1,594	$4,463.20
	3.6	$1,583	$5,635.48		$0.00	3.6	$1,583	$5,635.48
	0.1	$1,573	$157.30		$0.00	0.1	$1,573	$157.30
	1.7	$1,591	$2,720.61		$0.00	1.7	$1,591	$2,720.61
	0.8	$1,404	$1,123.20		$0.00	0.8	$1,404	$1,123.20
	0.8	$1,336	$1,068.80		$0.00	0.8	$1,336	$1,068.80
				3.1	$4,083.10	3.1	$1,330	$4,083.10
	22.3		$31,204.44	3.1	$4,083.10	25.4		$35,287.54

RESERVOIRS - TREATED

	1.3	$1,403	$1,809.87		$0.00	1.3	$1,403	$1,809.87
	0.5	$1,452	$726.00		$0.00	0.5	$1,452	$726.00
	1.2	$1,739	$2,086.80		$0.00	1.2	$1,739	$2,086.80
	2.0	$1,643	$3,286.00		$0.00	2.0	$1,643	$3,286.00
	2.6	$1,576	$4,097.60		$0.00	2.6	$1,576	$4,097.60
	1.9	$1,538	$2,922.20		$0.00	1.9	$1,538	$2,922.20
	2.2	$1,505	$3,311.00		$0.00	2.2	$1,505	$3,311.00
	0.6	$1,522	$913.20		$0.00	0.6	$1,522	$913.20
	2.1	$1,568	$3,292.80		$0.00	2.1	$1,568	$3,292.80
	1.3	$1,540	$2,002.00		$0.00	1.3	$1,540	$2,002.00
	1.2	$1,544	$1,775.60		$0.00	1.2	$1,544	$1,775.60
	3.6	$1,500	$5,400.00		$0.00	3.6	$1,500	$5,400.00
	0.1	$1,538	$153.80		$0.00	0.1	$1,538	$153.80
	5.0	$1,713	$8,565.00		$0.00	5.0	$1,713	$8,565.00
	3.0	$1,637	$4,911.00		$0.00	3.0	$1,637	$4,911.00
	4.4	$1,307	$5,685.45		$0.00	4.4	$1,307	$5,685.45
	0.9	$1,297	$1,115.42		$0.00	0.9	$1,297	$1,115.42
	6.3	$1,612	$10,187.84		$0.00	6.3	$1,612	$10,187.84
	1.0	$1,860	$1,804.20		$0.00	1.0	$1,860	$1,804.20
	1.0	$1,871	$1,908.42		$0.00	1.0	$1,871	$1,908.42
	2.0	$1,616	$3,183.52		$0.00	2.0	$1,616	$3,183.52
				1.1	$1,706.60	1.1	$1,610	$1,706.60
	44.0		$69,137.72	1.1	$1,706.60	45.1		$70,844.32
Sub Total Reservoirs	**66.4**		**$100,342.16**	**4.1**	**$5,789.70**	**70.5**		**$106,131.86**
Grand Total Water Inventory	**2,041.3**		**$2,731,850.2**	**(136.9)**	**($160,285.5)**	**1,904.4**		**$2,571,564.7**



RAMONA MUNICIPAL WATER DISTRICT
WATER BILLING AND PURCHASES 2020-2021
WATER BILLINGS

YEAR	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTALS
2018-19													
Untreated - Acre Feet	145.3	184.9	121.0	101.0	100.4	24.5	25.2	4.0	6.8	66.0	49.1	71.8	900.0
Treated - Acre Feet	389.0	355.5	415.7	357.9	366.5	277.4	251.6	199.1	164.3	191.9	225.4	265.6	3,459.9
Total	**534.3**	**540.4**	**536.7**	**458.9**	**466.9**	**301.9**	**276.8**	**203.1**	**171.1**	**257.9**	**274.5**	**337.4**	**4,359.9**
2019-20													
Untreated - Acre Feet	92.9	133.2	110.0	100.7	63.2	5.1	20.1	25.1	23.9	9.0	67.6	89.7	740.5
Treated - Acre Feet	308.1	346.3	410.5	363.4	345.3	260.4	205.4	220.9	201.6	200.6	239.7	293.9	3,396.1
Total	**401.0**	**479.5**	**520.5**	**464.1**	**408.5**	**265.5**	**225.5**	**246.0**	**225.5**	**209.6**	**307.3**	**383.6**	**4,136.6**
2020-21													
Untreated - Acre Feet	111.9	104.0											215.9
Treated - Acre Feet	375.1	381.8											756.9
Total	**487.0**	**485.8**											**972.8**
SUPPLY CHARGES													
Water Treated - Acre Feet	446.1	455.4											901.5
Water Treated - $ Amount	$537,551	$548,757											$1,086,308
Water Untreated - CWA - Acre Feet													
Water Untreated - CWA - $ Amount													
Transportation Charge - Meter Delivery - CWA - $ Amount	$58,885	$60,113											$118,998
WATER EXCHANGES													
Water Exchanges (to) from Other Agencies - Acre Feet													
Water Exchanges (to) from Other Agencies - $ Amount													
Transportation Charges - Exchanges - $ Amount													
FIXED CHARGES (CREDITS)													
MWD Capacity Reservation Charge - $ Amount	$8,506	$8,506											$17,011
MWD Readiness to Serve Credit - $ Amount	($7,972)	($7,972)											($15,944)
CWA Customer Service Charge - $ Amount	$25,888	$25,888											$51,776
CWA Emergency Storage Charge - $ Amount	$56,515	$56,515											$113,030
CWA Supply Reliability Charge	$37,636	$37,636											$75,272
CWA Infrastructure Access Charge	$33,399	$33,399											$66,797
Other Charges and (Credits) Adjustments													
SAWR Water Programs & LLP - Acre Feet	(124.6)	(149.2)											(273.8)
SAWR Water Programs & LLP Adjustment - $ Amount													
SAWR Water Programs & LLP - $ Amount	(20,686.0)	(26,310.6)											(46,996.6)
Total- Acre Feet	**446.1**	**455.4**											**901.5**
Total- $ Amount	**$729,721**	**$736,530**											**$1,466,251**
Total Inventory-Acre Feet	**(138.1)**	**(136.9)**											**(275.0)**
$ Amount	**(172,590.5)**	**(160,285.5)**											**(332,876.0)**

Ramona Municipal Water District
Capital Projects
August 31, 2020

FUND 43	Water Capital Improvement Projects	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
51250	Pump control cla-val maintenance	$15,000	$0	$0	$15,000
51255	Underground service system/GIS	$20,000	$0	$0	$20,000
51258	Ramona Dam Slide Gate Control Panel	$0	$0	$0	$0
51259	18" Poway Pipeline Erosion Project	$30,000	$0	$0	$30,000
51260	Tank Rehab	$0	$0	$0	$0
51261	Pressure Reducing Valve (PRV)	$140,000	$0	$0	$140,000
51264	Pump Station Electric Control Center "MCC" Rehab	$100,000	$0	$0	$100,000
51266	Operations Security Cameras	$0	$0	$0	$0
	Arc Flash RFP/Study	$125,000	$0	$0	$125,000
	Operations Yard Equipment Cover	$55,000	$0	$0	$55,000
	Woodson Reservoir Fence Repair	$50,000	$0	$0	$50,000
		$535,000	$0	$0	$535,000

FUND 10	Water Capital Replacement - Energy Fund	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
57018	Pump and Motor Efficiency	$0	$0	$0	$0
		$0	$0	$0	$0

FUND 26	General Fund Capital Purchases	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
56016	IT assessment project & equipment	$20,000	$3,118	$3,118	$16,882
56017	Conversion projects for system software	$10,000	$0	$0	$10,000
56020	Facilities - Building Renovation	$180,000	$0	$0	$180,000
56022	Data infrastructure/network upgrade	$15,000	$0	$0	$15,000
		$225,000	$3,118	$3,118	$221,882

FUND 12	Fire Fund Capital Purchases	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
52016	Ambulance payments	$72,000	$70,748	$70,748	$1,252
52021	Engine Payments	$65,813	$0	$65,813	$0
52028	SCBA replacement	$4,000	$0	$0	$4,000
52029	Station 80 Exhaust Plymovent	$0	$0	$0	$0
52030	Hose Replacement	$6,000	$0	$0	$6,000
52031	New VHF Handheld Radios	$25,000	$0	$0	$25,000
	Station 82 Hose Washing/Drying Rack	$8,000	$0	$0	$8,000
	Ambulance Replacement	$61,000	$0	$0	$61,000
	(2) EMS Power Cots	$15,000	$0	$0	$15,000
	Station 80 and 82 Seating Replacement	$10,000	$0	$0	$10,000
		$266,813	$70,748	$136,561	$130,252

FUND 11	Water Capital Replacements Projects	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
51932	Valve replacements	$350,000	$0	$0	$350,000
51940A	Infrastructure replacement program	$1,950,000	$0	$0	$1,950,000
51942	Water meter replacement	$250,000	$0	$0	$250,000
51952	Vehicle Replacement	$52,736	$0	$0	$52,736
51953	Poway Pump Station low flow Natural Gas Engines	$1,100,000	$0	$0	$1,100,000
51954	Water Master Plan	$40,000	$9,729	$9,729	$30,271
51958	Mt. Woodson Floating Cover Replacement Project	$125,000	$0	$0	$125,000
51960	HV 1800 - 1700 Zone Connection	$140,000	$0	$0	$140,000
51949-02	Tank and Reservior Rehab Program	$50,000	$0	$0	$50,000
	4x4 Mower	$15,000	$0	$0	$15,000
		$4,072,736	$9,729	$9,729	$4,063,007

FUND 14	San Vicente Capital Improvement Projects	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
	Arc Flash Study	$65,000	$0	$0	$65,000
		$65,000	$0	$0	$65,000

FUND 15	Santa Maria Capital Improvement Projects	250000 Budget	0 Month	0 YTD	250000 Available
	Arc Flash Study	$65,000	$0	$0	$65,000
		$65,000	$0	$0	$65,000

FUND 22	San Vicente Capital Replacements Projects	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
54196	Salt and Nutrient Management Plan	$5,000	$0	$0	$5,000
54197	Telemetry - Plant	$17,000	$0	$0	$17,000
54198	UF & RO membranes	$20,000	$0	$0	$20,000
54199	SV RO/Brine Reduction	$25,000	$0	$0	$25,000
54202	Collection system infrastructure	$200,000	$0	$0	$200,000
54205	Filter media	$25,000	$0	$0	$25,000
54206	Asphalt	$5,000	$0	$0	$5,000
54208	Root control	$15,000	$0	$0	$15,000
54209	SCADA system - Collections	$10,000	$0	$0	$10,000
54210	Oxidation Basin and RAS Station Elec Restoration	$10,000	$0	$0	$10,000
54211	SV Spray fields Project	$0	$0	$0	$0
54212	Solids Handling Study	$52,500	$0	$0	$52,500
54213	Collection System Inflow & Infiltration	$150,000	$0	$0	$150,000
54214	Manhole rehab	$50,000	$0	$0	$50,000
54216	Vehicle Replacement	$82,736	$0	$0	$82,736
54217	Refrigerated Online Sampler	$8,500	$0	$0	$8,500
	Sprayfield Maintenance	$20,000	$0	$0	$20,000
	Grit Removal System	$40,000	$0	$0	$40,000
		$735,736	$0	$0	$735,736

FUND 24	Fire Mitigation Capital Replacements Projects	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
52021	New engine payments	$32,906	$0	$32,906	$0
	Station 80 Remodel	$140,406	$0	$0	$140,406
		$173,312	$0	$32,906	$140,406

FUND 25	Santa Maria Capital Replacements Projects	FY 2020-21 Budget	FY 2020-21 Month	FY 2020-21 YTD	FY 2020-21 Available
55244	SM Collection system infrastructure	$500,000	$0	$0	$500,000
55247	Telemetry - Plant	$15,000	$0	$0	$15,000
55249	Pump station grinders	$20,000	$0	$0	$20,000
55252	Spray field fence replacement	$20,000	$0	$0	$20,000
55253	Asphalt repair	$10,000	$0	$0	$10,000
55254	Salt and Nutrient Management	$5,000	$0	$0	$5,000
55255	SM Spray field maintenance	$20,000	$2,432	$3,118	$16,882
55256	Effluent Transmission Pipe	$3,600,000	$0	$0	$3,600,000
55264	Influent pump station/Screening and Grit Removal	$1,750,000	$0	$0	$1,750,000
55268	Vehicle replacements	$82,736	$0	$0	$82,736
55273	Collection System Inflow & Infiltration	$200,000	$0	$0	$200,000
55275	Manhole rehab	$0	$0	$0	$0
55276	Root Control	$0	$0	$0	$0
55277	Centrifuge Rebuild	$20,000	$0	$0	$20,000
55278	MCC Building Repairs	$40,000	$0	$0	$40,000
	Relocation of 21" Main	$350,000	$0	$0	$350,000
	Sewer Lift Station Rehab Program (Year 2 of 4)	$200,000	$0	$0	$200,000
		$6,832,736	$2,432	$3,118	$6,829,618

	Total of all Projects	$12,841,333	$86,027	$185,432	$12,655,901

Trend Reports

Trend reports are presented for use in monitoring longer range activity than the monthly reports. These reports may include history or projections which are provided to assist in determining general directions or patterns of District financial activity. Accuracy of any projected information will decline as the length into the future the projection is being made increases.

The Trend Reports are:

Cash Balance - Information from the Cash Balance report is taken from the monthly Cash Report. The Trend report accumulates the two prior complete years' information along with the current year. Cash in the District belongs to three types of activities. Operating cash is used for the operations of the District and is primarily funded through user charges for water, sanitation, and fire services. Debt Service cash is primarily derived from property tax assessments and is used to pay predetermined debt payments. Capital cash consists of cash which is provided to the District to fund construction related costs. This cash may come from new development, or from revenue sources which the Board has taken action to direct toward construction related costs.

The Operating portion of the cash balance has been isolated for presentation in graphic format. This presentation depicts the cyclical trend of operating cash on hand throughout a fiscal year.

Operating Revenue/Expenditures - Information from the Operating Revenue/Expenditure report is taken from the monthly Operating Report. The Trend report displays a complete year of operating revenues and expenditures by month as they occur.

Tax Allocation Worksheet Trend - The District uses the County Tax Rolls to collect approximately half of all the revenue which comes to the District in a year. Collections include general tax collections, property owner approved debt assessments, and user charges for sanitation and fire/paramedic services. Distribution is made by the County in 13 installments through a year. Distributions are reflective of collection made on property tax payments. Since most property taxes are paid around the December and April 10 deadlines, the greatest distributions to the District correspond to those payments. The last payment from the County is used to reconcile any late collections or any corrections.

Capital Improvement Projects - The District plans and executes a number of capital improvement projects. By nature these projects require lead and construction times which exceed the annual fiscal year of the District. In some cases, the projects require long term funding.

Salaries and Wages - Salaries and the Benefits which accompany those salaries make up a significant portion of the operating budget. These costs are affected by overtime, vacancies, temporary help, Memorandum of Understanding terms, and charging of time to outside funded activities.

Ramona Municipal Water District
Tax Allocation Worksheet Trend
Fiscal Year 2020-2021

Description	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Total
1% Property Tax	$ 95,884.37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 95,884.37
Park Improv Dist.	$ 2,263.89	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,263.89
SV Cap Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
San Vicente EDU & Availability	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Santa Maria EDU	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire - Paramedic	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
AD 99-1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Delinquent Water Charge	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 98,148.26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 98,148.26

OPERATING REVENUE/EXPENDITURE TREND 2020-2021

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
General													
Revenue	19,529	21,720											41,249
Transfer	346,015	245,865											591,880
Total	365,544	267,585	0	0	0	0	0	0	0	0	0	0	633,129
Expenditures	(346,013)	(245,864)											(591,876)
Net Result	19,531	21,722	0	0	0	0	0	0	0	0	0	0	41,253
Water													
Revenue	1,699,028	2,491,674											4,190,702
Expenditure	(1,336,770)	(1,486,926)											(2,823,697)
Transfers	(1,318,786)	(155,460)											(1,474,246)
Net Result	(956,528)	849,288	0	0	0	0	0	0	0	0	0	0	(107,241)
Fire													
Revenue	535,945	513,884											1,049,829
Expenditure	(586,108)	(604,367)											(1,190,476)
Transfers	0	0											0
Net Result	(50,163)	(90,483)	0	0	0	0	0	0	0	0	0	0	(140,646)
Parks													
Revenue	11,900	11,900											23,800
Expenditure	0	0											0
Transfers	0	0											0
Net Result	11,900	11,900	0	0	0	0	0	0	0	0	0	0	23,800
San Vicente													
Revenue	297,357	303,522											600,879
Expenditure	(87,540)	(110,282)											(197,822)
Transfers	(553,563)	(38,060)											(591,623)
Net Result	(343,745)	155,180	0	0	0	0	0	0	0	0	0	0	(188,565)
Santa Maria													
Revenue	385,250	359,507											744,757
Expenditure	(109,196)	(126,149)											(235,345)
Transfers	(1,323,666)	(52,345)											(1,376,011)
Net Result	(1,047,611)	181,013	0	0	0	0	0	0	0	0	0	0	(866,599)
Summary													
Revenue	2,949,009	3,702,207	0	0	0	0	0	0	0	0	0	0	6,651,217
Expenditure	(2,465,627)	(2,573,588)	0	0	0	0	0	0	0	0	0	0	(5,039,215)
Transfers	(2,850,000)	0	0	0	0	0	0	0	0	0	0	0	(2,850,000)
Net Result	(2,366,617)	1,128,619	0	0	0	0	0	0	0	0	0	0	(1,237,998)

RAMONA MUNICIPAL WATER DISTRICT
SALARIES AND WAGES TREND
As of August 31, 2020 (4 payperiods of 26)

		Annual Budget	YTD Budget	YTD Expense	Under (Over)	% Under % -Over
General Fund						
General Manager Department						
	Salaries and Wages	249,566	38,395	43,781	(5,386)	-14.03%
	Benefits	196,518	30,234	21,115	9,119	30.16%
	Total Department	446,084	68,629	64,896	3,733	5.44%
Engineering Department						
	Salaries and Wages	78,272	12,042	11,975	67	0.56%
	Benefits	71,205	10,955	10,557	398	3.64%
	Total Department	149,477	22,997	22,532	465	2.02%
Finance Department						
	Salaries and Wages	1,385,971	213,227	206,860	6,367	2.99%
	Benefits	877,956	135,070	127,568	7,502	5.55%
	Total Department	2,263,927	348,297	334,428	13,869	3.98%
Water Fund						
	Salaries and Wages	1,998,352	307,437	298,871	8,566	2.79%
	Benefits	1,306,216	200,957	197,648	3,309	1.65%
	Total Department	3,304,568	508,394	496,519	11,875	2.34%
San Vicente Sanitation						
	Salaries and Wages	501,099	77,092	77,628	(536)	-0.70%
	Benefits	327,206	50,339	60,630	(10,291)	-20.44%
	Total Department	828,305	127,431	138,258	(10,827)	-8.50%
Santa Maria Sanitation						
	Salaries and Wages	687,079	105,705	98,653	7,052	6.67%
	Benefits	465,119	71,557	67,338	4,219	5.90%
	Total Division	1,152,198	177,262	165,991	11,271	6.36%
Total District						
	Salaries and Wages	4,900,339	753,898	737,768	16,130	2.14%
	Benefits	3,244,220	499,112	484,855	14,257	2.86%
	Total District	8,144,559	1,253,010	1,222,623	30,387	2.43%

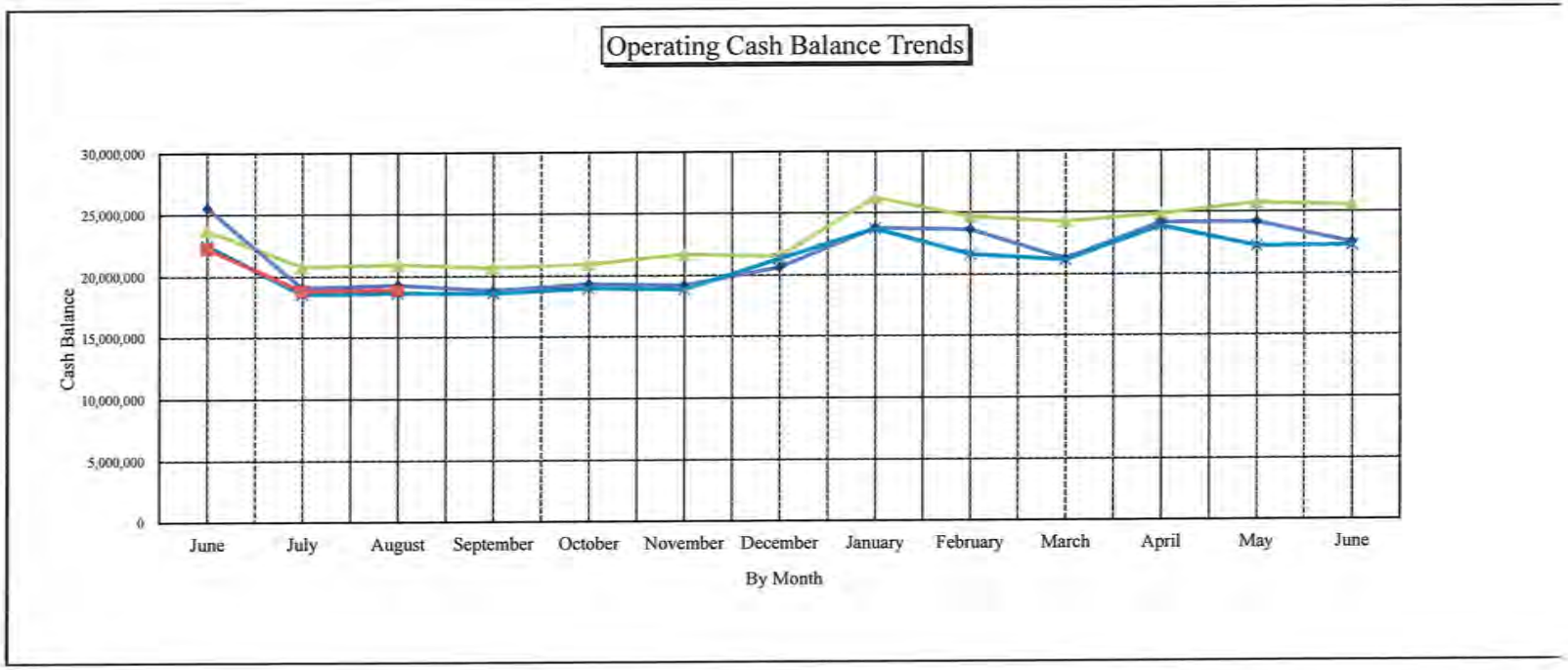
CASH BALANCE TRENDS

2020-21 Fiscal Year	June	July	August	September	October	November	December	January	February	March	April	May	June
Operating 2020-21	22,308,228	18,826,899	18,864,465										
Debt Service	854,958	854,958	860,826										
Capital	22,745,902	23,894,579	23,747,785										
Total	45,909,087	43,576,435	43,473,076	0	0	0	0	0	0	0	0	0	0

2019-20 Fiscal Year	June	July	August	September	October	November	December	January	February	March	April	May	June
Operating 2019-20	22,527,538	18,541,296	18,603,575	18,564,058	18,957,195	18,849,837	21,320,497	23,723,338	21,633,383	21,162,780	23,886,736	22,238,302	22,308,228
Debt Service	728,110	728,110	735,693	409,189	414,299	431,976	601,798	680,243	692,015	642,231	830,989	840,535	854,958
Capital	23,290,355	24,875,652	24,642,658	24,788,405	24,555,559	24,266,296	25,419,114	24,788,316	23,704,178	23,350,348	23,829,912	22,852,874	22,745,902
Total	46,546,003	44,145,057	43,981,926	43,761,652	43,927,053	43,548,109	47,341,409	49,191,898	46,029,576	45,155,359	48,547,637	45,931,711	45,909,087

2018-19 Fiscal Year	June	July	August	September	October	November	December	January	February	March	April	May	June
Operating 2018-19	25,543,278	19,070,636	19,277,921	18,816,408	19,331,493	19,203,793	20,659,869	23,787,211	23,630,506	21,262,884	24,152,461	24,181,322	22,527,538
Debt Service	1,774,963	1,747,437	1,381,041	803,424	807,844	807,844	842,870	861,487	864,284	810,266	852,008	852,965	728,110
Capital	17,780,407	22,702,214	22,627,105	22,267,566	22,034,042	21,922,030	22,863,227	23,139,354	22,962,167	22,752,938	23,687,239	23,481,818	23,290,355
Total	45,098,648	43,520,287	43,286,067	41,887,398	42,173,379	41,933,667	44,365,966	47,788,052	47,456,957	44,826,088	48,691,707	48,516,105	46,546,003

2017-18 Fiscal Year	June	July	August	September	October	November	December	January	February	March	April	May	June
Operating 2017-18	23,744,314	20,789,007	20,943,682	20,676,785	20,947,105	21,707,134	21,540,649	26,242,906	24,647,488	24,238,542	24,866,357	25,730,362	25,543,278
Debt Service	2,122,231	2,122,050	1,898,376	1,579,780	1,582,275	1,604,602	1,663,130	1,808,094	1,689,987	1,623,293	1,661,102	1,768,560	1,774,963
Capital	16,342,811	18,794,243	18,365,518	18,094,515	17,954,854	17,645,442	18,319,064	18,151,164	17,982,330	17,636,009	18,105,507	17,138,787	17,780,407
Total	42,209,356	41,705,300	41,207,576	40,351,080	40,484,234	40,957,178	41,522,843	46,202,164	44,319,805	43,497,844	44,632,965	44,637,709	45,098,649



RAMONA MUNICIPAL WATER DISTRICT
AGENDA MEMO

Agenda Item No. B.1.c.
Regular Board Meeting of October 13, 2020

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA 92065

RE: AUTHORIZATION FOR THE GENERAL MANAGER TO AWARD A CONTRACT FOR CONSTRUCTION OF THE B ST, E ST, 5TH ST AND 9TH ST CAST IRON WATERLINE REPLACEMENT PROJECT

Members of the Board:

Purpose

To obtain Board approval authorizing the General Manager to award a contract for the construction of the B St, E St, 5th St and 9th St Cast Iron Waterline Replacement Project.

Background

The Ramona Municipal Water District ("District") owns and maintains approximately 220 miles of water mains related appurtenances. Existing water mains within the system vary in size, material, condition and age.

In February 2017, the Board accepted the Water System Infrastructure Facilities Plan, which identified existing needs for water infrastructure and provided a plan to address those needs over a rolling 10 years. The Infrastructure Replacement Program was included as part of the Water Facilities Plan. This program provides a plan for replacement of aging and undersized pipeline infrastructure throughout the District's water system.

In April 2019, the Board accepted the updated Water System Infrastructure Facilities Plan. The plan update included additional funds for Infrastructure Replacement Program to focus more aggressively on replacement of existing cast iron pipelines, with some of this pipeline in the ground since 1927.

In June 2020, the Board approved the Fiscal Year (FY) 2020/2022 District Budget which includes funds for the Infrastructure Replacement Program with $1,950,000 budgeted for FY 2020/2021 & $1,450,000 budgeted for FY 2021/2022 for a total of $3,400,000 (Water CRP - Fund 11, Page 48, Line 22). The project duration is 8 months and is planned to be completed in FY 2021/2022.

In September 2020, the project was advertised and bids from nine contractors were received.

Discussion

Project bids were received from nine contractors and opened during a public bid opening on October 6, 2020 at the District offices. The Bid submitted form SC Valley Engineering, Inc. was incomplete.

Bids obtained are summarized in the table below:

COMPANY NAME	***BID TOTAL***
L.B. Civil Construction, Inc.	$2,411,815.00
Burtech Pipeline, Inc.	$2,433,981.00
Southland Paving, Inc.	$2,497,967.63
Downing Construction, Inc.	$2,512,411.00
Cass Construction, Inc. dba Cass Arrieta	$2,514,723.00
Kay Construction	$2,661,463.00
CCL Contracting, Inc.	$2,915,208.00
Paul Hansen Equipment, Inc.	$4,668,800.00
~~SC Valley Engineering, Inc.~~	

Review of the bids determined the lowest qualified bidder for this project to be L.B. Civil Construction Inc. with a total bid amount of $2,411,815. Construction of the project can begin upon receipt of Board approval for award of the project.

Fiscal Impact

No impact. Total Bid from L.B. Civil Construction, Inc.: $2,411,815.
As noted above, the Adopted FY 2021/2022 Budget includes adequate funding for the Infrastructure Replacement Project to pay for this project at the recommended award level. Given the duration of this project will span into FY2021/2022, funding for both years in the Adopted Budget will adequately fund this project.

Recommendation

Staff respectfully recommends the Board authorize the General Manager to award a contract for construction of the B St, E St, 5th St and 9th St Cast Iron Waterline Replacement Project to L.B. Civil Construction, Inc.

Prepared by: Ricardo Soto, P.E., Engineering Department

Reviewed by: Joe Lomeli, Operations Manager
D. Michael Metts, P.E., District Engineer

Submitted by: David Barnum, General Manager

RAMONA MUNICIPAL WATER DISTRICT
AGENDA MEMO

Agenda Item No. B.1.d
Regular Board Meeting of October 13, 2020

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA 92065

RE: AUTHORIZATION FOR THE GENERAL MANAGER TO SIGN THE AMENDED/RESTATED NATURE CONSERVANCY CONSERVATION EASEMENT (CE), THE NATURE CONSERVANCY AGREEMENT REGARDING CE AMENDMENT, AND UNITED STATES FISH & WILDLIFE SERVICE PERMIT APPLICATION FORM

Members of the Board:

Purpose

To obtain Board approval of the amended and restated Conservation Easement (CE), and execution of the associated CE Amendment Agreement and United States Fish & Wildlife Service (USFWS) Permit Application.

Background

Original Conservation Easement. In 2008, the District initiated eminent domain proceedings to acquire title to property owned by The Nature Conservancy (TNC) for use as spray fields for disposal of effluent generated by the Santa Maria Wastewater Treatment Plant. In settlement of the eminent domain action, the District entered into a Purchase and Sale Agreement to purchase the Spray Fields from TNC. In exchange, the District entered into an agreement under which granted TNC right-of-first-refusal ("ROFR") to purchase all or part of APN 277-050-22 if, during the 30-year term of the ROFR, the District receives a bona fide agreement to purchase all or part of that property.

In addition, the District also entered into an agreement giving TNC the option to purchase a conservation easement over a portion of the Spray Fields for the approximate purchase price of $1.1 million ("Option Agreement"). The purpose of granting TNC this option was to preserve the ability to use the Spray Fields for mitigation to offset the environmental impacts of certain "New Infrastructure," including proposed evaporation terraces and other improvements relating to effluent disposal from the Santa Maria Wastewater Treatment Plant.

In December 2015, the District and TNC executed a Grant Deed of Conservation Easement ("Original Conservation Easement") encumbering the property. The Original Conservation Easement allowed Effluent Management Operations (as defined in the agreement) throughout a 191-acre Infrastructure Area (as defined in the agreement), including grading needed to create a series of large settlement ponds and evaporation terraces.

In December 2015, TNC purchased the conservation easement for the approximate purchase price of $1.1 million.

Santa Maria WWTP Expansion Project. The Santa Maria Sewer Service Area ("SMSSA") was originally formed by the County of San Diego in 1946. In 1973, the County relocated the treatment plant to its current location, with an initial treatment capacity of 0.5 million gallons per day (mgd). In 1981, the Ramona Municipal Water District (District) took over ownership of the Santa Maria Wastewater Treatment Plant (SMWWTP).

In 1986, the Regional Water Quality Control Board (RWQCB) issued a cease and desist order to the District mandating upgrade of the SMWWTP to a capacity of 0.60 mgd. In 1995, the RWQCB approved expansion of the SMWWTP to a capacity of 1.0 mgd. The RWQCB issued its latest order in 2000 authorizing a 1.0 mgd dry weather effluent flow for the SMWWTP. Included in the RWQCB orders are limits on the 30-day moving average flow from the SMWWTP secondary treatment process and limits on discharge to the Spray Fields. Under the District's current permit (RWQCB Order 2000-0177), the 30-day average dry weather effluent flow from the SMWWTP secondary treatment process is limited to 1.0 mgd.

District staff initiated the Expansion Project based on wet weather influent flow conditions. The maximum 30-day average influent flow is recorded to be approximately 1.14 mgd in 2005, as a result of a single day peak influent flow of approximately 1.56 mgd. This maximum influent flow occurred in response to several large rain events in excess of 1.5 inches of rain per day. In response to flow conditions, the District Board of Directors approved several actions targeted at providing additional treatment and disposal capacity for the SMSSA, including:

- In 2006, Board approved a contract with RBF Consultants for preparation of a Pre-Design Report (PDR) to increase the capacity of the SMWWTP up to 1.5 mgd. That report was finalized in 2008.
- In 2008, Board purchase two parcels totaling 285.36 acres that were previously leased spray fields.
- In 2010, Board certified the CEQA documentation for expansion of the SMWWTP.
- In 2010, Board held a Community Workshop addressing facility improvements, financing and legal issues related to the SMSSA improvement project.

Treatment and disposal needs of the SMSSA were originally defined in the SMSSA PDR. That document outlined a series of improvements focused on providing wastewater treatment and disposal for a maximum flow of approximately 1.5 mgd. Improvements are divided into three phases of construction. Each phase included treatment plant expansion, as well as the effluent transmission, storage and disposal facilities for the SMSSA wastewater system.

After preparation of the PDR, development significantly decreased with very limited growth occurring for subsequent years. Plant flows have remained constant or reduced since that time (excluding impact of infiltration and inflow during rain events). Achievement of the identified 30 percent increase in wastewater flow will take much longer than originally projected. As such, the majority of the proposed improvements were no longer needed, with the exception of the Effluent Transmission Main capacity improvements.

Discussion

The existing 14-inch effluent discharge pipeline (Effluent Transmission Main) does not have sufficient capacity to convey effluent from the plant to the effluent storage and disposal facilities. This pipeline has been a known plant limitation for many years and continues to be an obstacle to proper plant operation. As such, replacement of this pipeline remains a priority.

Environmental documentation was completed for the Expansion Project in 2010. The Board approved expansion of the Effluent Transmission Main from 14 to 20 inches and construction began in 2019. However, it was discovered that additional permitting with the State and Federal Fish and Wildlife Services (FWS) will now have to be completed. As a result, construction was suspended, and permit discussions commenced with FWS. Based on the environmental documentation, District staff believed all of the required permitting had been completed many years before.

The CE purchased by the TNC was intended to provide compensatory mitigation to the entirety of the Expansion Project and was presented as such in the Final Environmental Impact Report. During FWS discussions, the TNC identified that the wording within the CE only allowed mitigation of work that was located "on the Property." As such, TNC asserted that the CE was not allowed to act as compensatory mitigation for work associated with the Effluent Transmission Main. However, all remaining work within the Expansion Project on the property had been eliminated, rendering the CE of no use to the District for mitigation purposes.

District staff and TNC are proposing an amendment to the CE to allow a portion of the Property to be used for compensatory mitigation for construction of the Effluent Transmission Main. The amended CE in turn reduces the Infrastructure Area and expands the Remainder Area on the Property. The District also provides funds to TNC to perform restoration and enhancement actions on the Property to improve the Conservation Value.

The amended and revised CE and the Agreement regarding the CE Amendment are provided herewith for Board consideration. Revisions to the Original CE allow the District to use the Property for compensatory mitigation for the Effluent Transmission Main, and the Agreement defines the terms under which the District will bear the costs and expenses of the CE amendment process. These documents will be submitted to the FWS, along with the USFWS Permit Application, to complete the permitting process and allow the Effluent Transmission Main construction to be restarted.

The USFWS Permit Application is a required document for permit processing. The application officially submits the Habitat Conservation Plan (HCP), which forms the basis upon which the FWS issue their permit. The HCP establishes the mitigation requirements for the Effluent Transmission Main construction, as well as ongoing management and monitoring of the property for Conservation Value and Stephen's Kangaroo Rat habitat.

At present, District staff, TNC and the FWS are discussing minor language changes to coordinate the documentation between the two regulatory agencies. As such, we are proposing that the Board allow the General Manager to review and approve these minor language revisions.

Fiscal Impact

Under the Agreement, the District will pay the escrow cost, $10,000 toward staff and legal time for TNC to process the revised CE, and $50,000 in native planting and other conservation activities. The projected total fiscal impact is approximately $70,000. Funding of $3.6M is included in the Adopted FY2020-2022 Two Year Budget for the Effluent Transmission Pipeline project (Fund 25, Page 50, Line 19) and is sufficient to fulfill the financial obligations of this proposed Agreement.

Recommendation

Staff respectfully recommends and the Board approve the revised and amended CE and authorize the General Manager to address any minor language revisions with Legal Counsel review, as well as sign and implement the Agreement with the TNC and the USFWS Permit Application.

Prepared by: D. Michael Metts, PE, District Engineer

Submitted by: David Barnum, General Manager

ATTACHMENTS:

Attachment 1	USFWS Permit Application Form	Page 5 - 19
Attachment 2	Restated and Amended Grant Deed of Conservation Easement	Page 20 - 43
Attachment 3	Conservation Easement Amendment Agreement	Page 44 - 53

ATTACHMENT 1

FEDERAL FISH AND WILDLIFE PERMIT APPLICATION FORM

Native Endangered and Threatened Species - Incidental Take Permits Associated with a Habitat Conservation Plan (HCP)

Return to: U.S. Fish and Wildlife Service (USFWS)
click here for return addresses

Complete Sections A or B, and C, D, and E of this application. U.S. address may be required in Section C, see instructions for details.

See attached instruction pages for information on how to make your application complete and help avoid unnecessary delays.

A. Complete if applying as an individual

1.a. Last name	1.b. First name	1.c. Middle name or initial	1.d. Suffix

2. Date of birth (mm/dd/yyyy)	3. Occupation	4.a. Affiliation/Doing business as (see instructions)	4.b. Website URL (if applicable)

5.a. Telephone number	5.b. Alternate telephone number	6. E-mail address

B. Complete if applying on behalf of a business, corporation, public agency, Tribe, or institution

1.a. Name of business, agency, Tribe, or institution	1.b. Doing business as (dba)
Ramona Municipal Water District	

2. Tax identification no.	3.a. Description of business, agency, Tribe, or institution	3.b. Website URL (if applicable)
	California Municipal Water District	www.rmwd.org

4.a. Principal officer (P.O.) last name	4.b. P.O. first name	4.c. P.O. middle initial	4.d. P.O. e-mail address
Barnum	David		dbarnum@rmwd.org

5. P.O. title	6. Primary contact name
General Manager	Michael Metts, PE

7.a. P.O. telephone number	7.b. Alternate phone no.	8.a. Primary contact telephone no.	8.b. Primary contact e-mail address
(760) 789-1330		(619) 417-6304	mmetts@dudek.com

C. All applicants complete address information

1.a. Physical address (Street address; Apartment #, Suite #, or Room #; no P.O. Boxes)
105 Earlham Street

1.b. City	1.c. State	1.d. Zip code/Postal code	1.e. County/Province	1.f. Country
Ramona	CA	92065	San Diego Co.	USA

2.a. Mailing address (include if different than physical address; include name of contact person if applicable)

2.b. City	2.c. State	2.d. Zip code/Postal code	2.e. County/Province	2.f. Country

D. All applicants MUST complete

1. Check or money order payable to the U.S. FISH AND WILDLIFE SERVICE **in the amount indicated on pages 2-3 (nonrefundable processing fee)**. Federal, Tribal, State, and local government agencies, and those acting on behalf of such agencies, are exempt from the processing fee – ***attach documentation of fee exempt status as outlined in instructions.*** (50 CFR 13.11(d))

2. Do you currently have or have you ever had any Federal Fish and Wildlife permits?
☐ Yes If yes, list the number of the most current permit you have held or that you are applying to renew or amend: _____
☒ No

3. Certification: I hereby certify that I have read and am familiar with the regulations contained in ***Title 50, Part 13 of the Code of Federal Regulations*** and the other ***applicable parts in subchapter B of Chapter I of Title 50***, and I certify that the information submitted in this application for a permit is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001.

_____ _____
Signature of applicant/person responsible for permit (No photocopied or stamped signatures) Date (mm/dd/yyyy)

** See page 15 for additional instructions on completing the above form. See page 16 for information on the Paperwork Reduction Act, Privacy Act, and Freedom of Information Act aspects of this application form.

Section E. **ALL APPLICANTS COMPLETE SECTION E.** Provide the information outlined in Section E. on the following pages. Be as complete and descriptive as possible. Please do not send pages that are over 8.5" x 11", videotapes, or DVDs.

INCIDENTAL TAKE PERMITS ASSOCIATED WITH A HABITAT CONSERVATION PLAN (HCP)

Have you obtained all required Federal, tribal, State, county, municipal or foreign government approval to conduct the activity you propose? Please be aware that there may be other requirements necessary to conduct this activity such as an import permit, collection permit, permission to work on Federal or tribal lands, Federal bird banding permit, Corps of Engineers permits, Environmental Protection Agency NPDES permits, tribal, State, county or municipal permits, etc.

☐ Yes. Provide a copy of the approval(s). List the Federal agency, tribe, State, county, municipality or foreign countries involved and type of document required. Include a copy of these documents with the application.

☐ I have applied. List the Federal agency, tribe, State, county, municipality or foreign countries involved and type of documents required. Provide the reasons why the permits have not been issued.

_____

☒ Not required. The proposed activity is not regulated.

APPLICATION PROCESSING FEES

You may update your name, address, telephone number, fax number, or e-mail address in your current application package on file at any time. These changes are considered an administrative change, and no application processing fee is required. If you wish to make an administrative change, please fill out page 1 and indicate the information that you are updating. Then check the box below, provide your permit number, and send the completed pages 1-2 to the appropriate Regional Office (see attached list).

☐ Administrative change for permit number: _____.

If you wish to make changes other than an administrative change, then an application processing fee is required as described below.

The application processing fee for a new Incidental Take permit, or to renew or substantively amend an existing valid permit *(changes that exceed the original review analyses)* is $100. If permit amendment *(with less substantive changes)* is required at a time other than renewal, the processing fee is $50. For additional information on the application processing fee and the requirements to qualify for a fee exemption, please see the instructions for section D. on page 15.

If the information in your current application package on file has changed in a manner that triggers a substantive amendment or a change not otherwise specified in the permit, then you must apply for a substantive amendment to your valid permit. For example, such major changes may include changes in location, activity, amount or type of take, or species to be covered by the permit. Please contact our Ecological Services Field Office located closest to your proposed activity for technical assistance in making this determination. The contact information for our Ecological Services Field Offices can be found on the U.S. Fish and Wildlife Service's (Service) office directory web page at http://www.fws.gov/offices

Check the appropriate box below and enclose check or money order payable to the *U.S. Fish and Wildlife Service* in the amount of:

☐ $100 [or ☒ fee exempt (attach justification if required)] for a **new** permit. Use Option I. below to provide the required information.

OR

☐ $100 [or ☒ fee exempt (attach justification if required)] to **renew or substantively amend** my existing valid permit (*with major changes*) using my current application package on file. Use Options I. and II. below to provide the required information. Please indicate the information that you are changing.

OR

☐ $100 [or ☒ fee exempt (attach justification if required)] to **renew** my existing valid permit (*without changes*) using my current application package on file. Use Option III. below to provide the requested information.

OR

☐ $50 [or ☒ fee exempt (attach justification if required)] to **amend** my existing valid permit *(with minor changes)* at a time other than permit renewal. Use Options I. and II. below to provide the required information. Please indicate the information that you are changing.

Please check the **type of amendment** you are requesting:

☐ add species (specify) _____

☐ add new activity (specify) _____

☐ add a geographic area _____

☐ change in personnel_____

☐ other (specify) _____

If this application includes **transfer or succession** of a valid Incidental Take permit, please check the box below:

☐ Transfer or succession of a valid Incidental Take permit associated with a HCP using the current application package on file. No application fee is required, but you must submit a new application signed by the transferee or successor along with signed assumption agreement by the permitee and transferee or successor.

APPLICATION PROCESSING

To expedite a final decision on your application, you are urged to coordinate with us as soon as possible for guidance in assembling a complete application package. If you are renewing or amending a valid permit, your complete application package must be received at least 30 days prior to the expiration of the valid permit. The following estimates of application processing time begin with our acceptance of a complete permit application package and do not include any time required for requesting clarification or additional information about your application.

The time required to process an application for an Incidental Take permit will vary depending on the size, complexity, and impacts of the HCP involved. Procedurally, the most variable factor in application processing is the level of analysis required for the proposed HCP under the National Environmental Policy Act (e.g., whether an application requires preparation of an Environmental Impact Statement, Environmental Assessment, or whether a categorical exclusion applies), although other factors such as public controversy can also affect application processing times.

The information provided in your permit application will be used to evaluate your application for compliance with the Endangered Species Act, its implementing regulations (which may require a 30- or 90-day public comment period), and with U.S. Fish and Wildlife Service policy. Receipt and possession of a permit under the Endangered Species Act should be regarded as a privilege, as we must balance permit issuance with our duties to protect and recover listed species.

Up-to-date annual reports and any other required reports under your valid permit(s) must be on file before a permit will be considered for renewal, re-issuance or amendment.

If your activities may affect species under the authority of the National Marine Fisheries Service (NMFS/NOAA Fisheries), then you may need to obtain a separate permit from that agency. In addition we share jurisdiction with NMFS/NOAA Fisheries for sea turtles (e.g., we evaluate applications for permits to conduct activities impacting sea turtles on land, and NMFS/NOAA Fisheries evaluates applications for permits to conduct activities impacting sea turtles in the marine environment). To apply for a permit to conduct activities with sea turtles in the marine environment or other species under NMFS/NOAA Fisheries jurisdiction, please contact them via their permit web page at http://www.nmfs.noaa.gov/pr/permits/.

We cannot issue an Incidental Take permit under Section 10(a)(2)(A) of the Endangered Species Act unless the applicant submits a conservation plan that specifies: (i) the impacts that are likely to result from the incidental take associated with the applicant's activity; (ii) what steps the applicant will take to minimize and mitigate such impacts, and the funding that will be available to implement such steps; (iii) what alternative actions to such taking the applicant considered and the reasons why such alternatives are not being utilized; and (iv) such other measures that the Secretary may require as being necessary or appropriate for purposes of the plan.

Permits for Biological Surveys: Our general permit regulations at 50 CFR 13.12(a)(9) allow us to collect such other information as we determine that is relevant to the processing of a permit application. Before you submit an application for an Incidental Take permit, we may require that you conduct biological surveys to determine which species and/or habitat would be impacted by the activities sought to be covered under the permit. Biological surveys provide information necessary to develop an adequate HCP, and to assess the biological impacts of the proposed activities. In addition, the information provided in a biological survey can reduce the applicant's risk of take under Section 9 of the Endangered Species Act by ensuring that affected species and/or habitat are identified and appropriately covered under the permit.

Option A: You are required to obtain a Scientific Purposes, Enhancement of Propagation or Survival permit (commonly called a Recovery permit) from us before engaging in any biological survey activities that would take listed species. Contact our Ecological Services Field Office closest to the location of your activity to obtain technical assistance in determining the need for both a biological survey and a Recovery permit for your survey activity. The contact information for our Ecological Services Field Offices can be found on the U.S. Fish and Wildlife Service's office directory web page at http://www.fws.gov/offices.

If a biological survey is required, you will need to send us your complete Recovery permit application package and have it accepted at least 3 months prior to commencement of survey activities to facilitate processing of your Recovery permit application. The Recovery permit application is designated as U.S. Fish and Wildlife Service form # 3-200-55 and can be found on our Endangered Species permit web page at http://www.fws.gov/forms/3-200-55.pdf.

Option B: You may hire biological consultants who already hold Recovery Permits to conduct biological surveys on your behalf. We maintain a list of Recovery permittees who have authorized the release of their contact information to third parties for conducting biological surveys on a contract basis. This list is provided to the public at the discretion of each U.S. Fish and Wildlife Service Regional Office as time and workload allow. Please be aware that this list does not represent an endorsement by us of any particular permittee.

****

If you are not applying as an individual but as a business, corporation, tribe, institution, or non-Federal public agency (block B. on page 1 of the application), the person to whom the permit will be issued (e.g., the landowner, president, director, executive director, or executive officer) is legally responsible for implementing the permit. Although other people under the direct control of the permittee (e.g., employees, contractors, consultants) receive third party take authorization in their capacity as designees of the permittee, the individual named as the permittee ultimately is legally responsible for the permit and any activities carried out under the permit except as otherwise limited in the case of permits issued to State or local government entities under 50 CFR 13.25(e).

****

If you wish to coordinate the processing of this permit application through an **authorized agent**, and to have that agent represent you as the primary contact with us, check the box below. Sign (in blue ink) and date the authorization statement, and provide contact information for your authorized agent.

☒ I hereby authorize the following person to act as an authorized agent on my behalf in the processing of this permit application and to furnish, upon request, supplemental information in support of this permit application.

_____
Signature

David Barnum, General Manager
_____
Please print name legibly

_____
Date

Your Authorized Agent's Contact Information (please print legibly)

Name: Michael Metts, PE

Address: 605 Third Street

City: Encinitas State: CA Zip Code: 92024

Telephone: 619-417-6304 Cell Phone: 619-417-6304

E-mail: mmetts@dudek.com Fax: 760-942-4508

INCIDENTAL TAKE PERMIT APPLICATION INSTRUCTIONS

You have four options for providing the required information for an Incidental Take permit application.

Incidental Take Permit Application: Option I. New Incidental Take Permit & Supplementary Information for Renewal or Amendment of an Existing Valid Permit (*With Changes*).

General permit regulations for the U.S. Fish and Wildlife Service can be found at 50 CFR 13. Regulations for an Incidental Take permit under the Endangered Species Act can be found at 50 CFR 17.22(b)(1) for endangered wildlife species and 50 CFR 17.32(b)(1) for threatened wildlife species.

Each landowner who wishes to be covered under a new or amended Incidental Take permit associated with an HCP must sign (in blue ink) and date the Incidental Take Permit Application Certification Notice at the end of this application, unless the landowner will be covered under this U.S. Fish and Wildlife Service Incidental Take permit via another vehicle, such as a certificate of inclusion (50 CFR 13.25(d)). Any change in the language of the Certification Notice must be reviewed by the Department of the Interior, Office of the Solicitor and approved by the U.S. Fish and Wildlife Service. The same person who signs in box D. on page 1 of the application must sign the certification.

If the information in items A. - D. below is already provided in your final HCP (or Implementing Agreement, if applicable), then you do not have to provide it here. Instead, check the box below and use the spaces provided in items A. - D. to indicate the page numbers in your HCP or Implementing Agreement that provide the requested information.

☑ I am not providing the following information for items A. - D. as part of my Incidental Take permit application, because it is already provided in my final HCP or Implementing Agreement (copy attached or already submitted).

☐ I am not providing the following information for items A. - D. as part of my Incidental Take permit application, because I am participating in a General Conservation Plan or Programmatic HCP that is already approved and on file with the appropriate U.S. Fish and Wildlife Service Regional Office.

If the requested information in items A. - D. is not provided in your final HCP or final Implementing Agreement, or you are using Option II. to renew or amend your existing valid Incidental Take permit, then attach separate pages for the missing information. In order to assist us in processing your request, please provide the item number (A. 1.a., etc.) of the required information before each of your responses. Thank you.

Please ensure that your final HCP and Implementing Agreement (if applicable) are attached if it has not been previously submitted.

If you have previously submitted a final draft HCP or Implementing Agreement, please indicate the document's date.

Date of final draft HCP September 16, 2020

Date of final draft Implementing Agreement _____

Applications for an Incidental Take permit associated with an HCP must provide the following specific information (relevant to the activity) under items A.- D. below in addition to the general information on pages 1-5 of this application.

A. Identify species and activity:

1. For a new Incidental Take permit:
   a. Provide the common and scientific names of the species requested for coverage in the permit and their status (endangered (E), threatened (T), proposed endangered (PE), proposed threatened (PT), candidate for listing (C), or species likely to become a candidate (LC)).
   b. Provide the number, age, and sex of such species to the extent known.
   c. Quantify the anticipated effects to their habitat.
   d. Describe each activity associated with your project that would result in the incidental take of each species.
2. For an amended Incidental Take permit:
   a. Identify the activities and/or species to be added to your valid permit (provide both the scientific, to the most specific taxonomic level, and common names), as well as the species status (see 1.a., above).
   b. Provide the number, age and sex of such species to the extent known.
   c. If any activities requested in this application differ from those in your valid permit, then for each species state the current activity, the requested new activity, and how the new activity will impact each species.
   d. Describe each activity associated with your project that would result in the incidental take of each species.

e. Quantify any anticipated effects to the habitat of each added species.

f. Identify activities and/or species to be deleted from your valid permit and the reason(s) for the deletion.

Page(s) & source document: See Attachment

B. Identify location of the proposed activity:

1. Provide the name of the State, county, tribal land, and the specific location of the proposed activity site(s). Include a formal legal description, section/township/range information, county tax parcel number, local address, or any other identifying property designation that will precisely place the location of the proposed activity site(s). Attach a location map and plat of the project site clearly depicting the project boundaries and the footprint and location of all portions of the property that would be affected by your proposed activities.

2. Provide the total number of acres covered by the HCP _____

   Is this the total acreage of the parcel? (check one) ☐ Yes ☐ No

3. Provide the approximate number of acres to be impacted _____

4. Provide the approximate number of acres to be protected _____

5. Provide a complete description, including timeframes, for implementation of proposed voluntary management activities to enhance, restore, or maintain habitat benefiting federally listed, proposed or candidate species, or other species likely to become candidates. Include schedules for implementing these activities.

   Page(s) & source document: See Attachment

C. Describe the proposed activities in the conservation plan:

1. You must submit a Habitat Conservation Plan. We strongly encourage you to ensure that your HCP is consistent with the Habitat Conservation Planning Handbook, subsequent Handbook addendums, and current policies in order to minimize delays in evaluating your application. The Handbook and other HCP information is available on the U.S. Fish and Wildlife Service's Endangered Species web page at http://www.fws.gov/endangered/what-we-do/hcp-overview.html.

2. Provide a complete description of activity(ies) or reference the applicable HCP page numbers identifying the subject information.

3. The HCP must specify:

   a. The impact that will likely result from the incidental taking. A discussion of the impact that will likely result from the incidental take must include quantification of any anticipated effects to the habitat of the species sought to be covered by the permit.

   b. The steps that will be taken to minimize and mitigate such impacts, the funding that will be available to implement such steps, and the procedures to deal with unforeseen circumstances.

   c. The steps that will be taken to monitor and report on such impacts, including a copy of the monitoring plan. We are authorized to require reports of activities conducted under a permit per the U.S. Fish & Wildlife Service's general permit regulations at 50 CFR 13.45.

   d. Alternative actions to such incidental taking that have been considered and the reasons why these alternatives are not proposed for use.

   e. The biological goals(s) and objectives for the HCP.

   f. The duration requested for the proposed permit.

   Page(s) & source document: See Attachment

D. Implementing Agreement (Voluntary)

An Implementing Agreement

is ***is not*** (USFWS *Regional Office* to circle one)

a part of the permit application for a Habitat Conservation Plan.

If you wish to develop an Implementing Agreement, it must be signed at finalization of the HCP. Are you willing to commit to an Implementing Agreement at finalization of the HCP?

☐ Yes, I am willing to commit to an Implementing Agreement. Please submit any unsigned, draft Implementing Agreement that you have prepared with our Field Office.

☒ No, I am not willing to commit to an Implementing Agreement.

Incidental Take Permit Application: Option II. Renewal or Amendment of an Existing Valid Incidental Take Permit (W*ith Changes*)

Up-to-date annual reports and any other required reports under your valid permit(s) must be on file before a permit will be considered for renewal or amendment.

Sign the following statement if you are proposing to renew or amend an existing valid Incidental Take permit, including making substantive changes. Such changes may include changes in location, activity, amount or type of take, or species to be covered by the permit.

The individual signing box D. on page 1 of the application must also sign (in blue ink) the following statement. This certification language is required under 50 CFR 13.22(a).

> I certify that the statements and information submitted in support of my original application for a U.S. Fish and Wildlife Service Incidental Take permit # _____ are still current and correct, except for the changes listed in Option I. above, and hereby request (please check either ☐ renewal or ☐ amendment) of that permit.

_____
Signature (in blue ink)

_____ _____
Please print name legibly Date

Provide a brief description of the changes to your valid permit (answer the appropriate questions for these changes requested under Incidental Take Permit Application Option I. above). Please submit completed pages 1 - 9 of this application form (along with the changed information relative to Option I. above) to our Regional Office (see attached list) covering the location of your proposed activity.

Incidental Take Permit Application: Option III. Renewal of an Existing Valid Incidental Take Permit (*Without Changes*) Using My Current Application Package On File.

Up-to-date annual reports and any other required reports under your valid permit(s) must be on file before a permit will be considered for renewal.

Sign the following statement if you are applying to renew or re-issue an existing valid Incidental Take permit without changes. If you are proposing changes to your Incidental Take permit, you must use Options I. and II. above.

The individual signing box D. on page 1 of the application must also sign (in blue ink) the following statement. This certification language is required under 50 CFR 13.22(a).

> I certify that the statements and information submitted in support of my original application for a U.S. Fish and Wildlife Service Incidental Take permit # _____ are still current and correct and hereby request a renewal of that permit without changes.

_____
Signature (in blue ink)

_____
Please print name legibly

_____
Date

* Please note: If you have signed the above statement, then your renewal request is complete. Please submit this page and completed pages 1- 5 of this application to our Regional Office (see attached list) covering the location of your proposed activity. Requests for renewals must be complete and accepted by the Service no later than 30 days prior to permit expiration to ensure that your current permit remains in effect while we process your request.

Incidental Take Permit Application: Option IV. Permit Transfer or Succession of a Permit

Complete the following if you are applying for transfer of an existing valid Incidental Take permit to you or obtaining rights of succession of an existing valid Incidental Take permit. In addition, you and the current permit holder may also need to sign an Assumption Agreement. Please contact our Ecological Services Field Office nearest your activity to determine whether you and the current permit holder need to execute an Assumption Agreement. The contact information for our Ecological Services Field Offices can be found on the U.S. Fish and Wildlife Service's office directory web page http://www.fws.gov/offices.

Please indicate the name of the HCP to be transferred or succeeded, and indicate the document's date.

Name of the HCP _____

Date of the HCP _____

An Assumption Agreement

is **is not** (USFWS Ecological Services Field Office to circle one)

required as part of the transfer or succession permit application for the HCP.

INCIDENTAL TAKE PERMIT APPLICATION
CERTIFICATION NOTICE

The same person who signs in box D. on page 1 of the application must sign (in blue ink) the following certification.

By submitting this application and receiving an Incidental Take permit pursuant to Section 10(a)(1)(B) of the Endangered Species Act, I David Barnum, General Manager (print name(s)) attest that I/we own the lands indicated in this application, or have sufficient authority or rights over these lands to implement the measures of the Habitat Conservation Plan (and Implementing Agreement, if applicable) covered by the Incidental Take permit. Further, upon receipt of the Incidental Take permit, I/we agree to conduct the activities as specified in the Habitat Conservation Plan (and Implementing Agreement, if applicable) according to the terms and conditions of the Incidental Take permit and its supporting documents.

_____ _____
Signature (in blue ink) date

David Barnum
_____
Please print name legibly

_____ _____
Signature (in blue ink) date

_____
Please print name legibly

USFWS REGIONAL CONTACTS FOR NATIVE ENDANGERED AND THREATENED SPECIES PERMITS

***Pacific Region (Region 1)*: HI, ID, OR, WA, American Samoa, Commonwealth of the Northern Mariana Islands, Guam, and the Pacific Trust Territories**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
911 NE 11th Avenue
Portland, Oregon 97232-4181
http://www.fws.gov/pacific/ecoservices/endangered/index.html
Phone: (503) 231-6131
Email: permitsR1ES@fws.gov
Fax: (503) 231-6243

***Southwest Region (Region 2)*: AZ, NM, OK, and TX**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
500 Gold Avenue S.W. (street address)
P.O. Box 1306 (mailing address)
Albuquerque, New Mexico 87103-1306
http://www.fws.gov/southwest/es/EndangeredSpecies_Main.html
Phone: (505) 248-6649
Email: permitsR2ES@fws.gov
Fax: (505) 248-6788

***Midwest Region (Region 3)*: IA, IL, IN, MI, MN, MO, OH, and WI**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
5600 American Blvd. West, Suite 990
Bloomington, MN 55437-1458
http://www.fws.gov/midwest/Endangered/
Phone: (612) 713-5343
Email: permitsR3ES@fws.gov
Fax: (612) 713-5292

***Southeast Region (Region 4)*: AL, AR, FL, GA, KY, LA, MS, NC, PR, SC, TN, and U.S. Virgin Islands**
U.S. Fish and Wildlife Service,
Endangered Species Permit Office
Ecological Services
1875 Century Blvd.
Atlanta, Georgia 30345
http://www.fws.gov/southeast/es/
Phone: (404) 679-7097 (10(a)(1)(A) permit coordinator) or (404) 679-7140 (R4 Endangered Species main office)
Email: permitsR4ES@fws.gov
Fax: (404) 679-7081

***Northeast Region (Region 5)*: CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, and WV**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
300 Westgate Center Drive
Hadley, MA 01035-9589
http://www.fws.gov/northeast/EcologicalServices/endangeredspecies.html
Phone: (413) 253-8628
Email: permitsR5ES@fws.gov
Fax: (413) 253-8482

***Mountain-Prairie Region (Region 6)*: CO, KS, MT, NE, ND, SD, UT, and WY**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
Denver Federal Center
P.O. Box 25486
Denver, Colorado 80225-0489
http://www.fws.gov/mountain-prairie/endspp/
Phone: (303) 236-4256
Email: permitsR6ES@fws.gov
Fax: (303) 236-0027

***Alaska Region (Region 7)*: AK**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
1011 E. Tudor Road
Anchorage, Alaska 99503-6199
http://alaska.fws.gov/fisheries/endangered/index.htm
Phone: (907) 786-3323
Email: permitsR7ES@fws.gov
Fax: (907) 786-3350

***Pacific Southwest Region (Region 8)*: CA, NV and Klamath Basin**
U.S. Fish and Wildlife Service, Endangered Species Permit Office
2800 Cottage Way, Suite W-2606
Sacramento, California 95825
http://www.fws.gov/cno/es/
Phone: (916) 414-6464
Email: permitsR8ES@fws.gov

APPLICATION FORM INSTRUCTIONS

The following instructions pertain to U.S. Fish and Wildlife Service (USFWS) permit applications. The General Permit Procedures in 50 CFR 13 address the permitting process. For simplicity, all licenses, permits, registrations, and certificates are referred to as a permit. General instructions:

- Complete all relevant questions in Sections A or B, C, D, and E.
- **An incomplete application may cause delays in processing or may be returned to the applicant. Be sure you are filling in the appropriate application form for the proposed activity.**
- Print clearly or type in the information. Illegible applications may cause delays.
- Sign the application in blue ink. Faxes or copies of the original signature will not be accepted.
- Mail the original application to the address at the top of page one of the application or, if applicable, on the attached address list.
- **Keep a copy of your completed application.**
- **Please plan ahead. Allow at least 90 days for your application to be processed; however, some applications may take longer than 90 days to process (50 CFR 13.11).**
- Applications are processed in the order in which they are received.

SECTION A OR SECTION B:

Section A. **Complete if applying as an individual [do not complete this section if applying for Import/Export License (3-200-3)]:**

- Enter the complete name of the responsible individual who will be the permittee if a permit is issued. Enter personal information that identifies the applicant. **Fax and e-mail, while helpful in processing, are not required.**
- If you are applying on behalf of a client, the personal information must pertain to the client, and a document evidencing power of attorney must be included with the application.
- **Affiliation/Doing business as (dba)**: business, agency, organizational, tribe, or institutional affiliation directly related to the activity requested in the application (e.g., a taxidermist is an individual whose business can directly relate to the requested activity). The Division of Management Authority (DMA) and the Office of Law Enforcement (OLE) do not accept doing business as affiliations for individuals (complete Section B).

Section B. **Complete if applying as a business, corporation, public agency, tribe, or institution:**

- Enter the complete name of the business, agency, tribe, or institution that will be the permittee if a permit is issued. Give a brief description of the type of business the applicant is engaged in. Provide contact phone number(s) of the business. If you are applying on behalf of a client, a document evidencing power of attorney must be included with the application.
- **Principal Officer** is the person in charge of the listed business, corporation, public agency, tribe, or institution. The principal officer is the person responsible for the application and any permitted activities. Often the principal officer is a Director or President. **Primary Contact** is the person at the business, corporation, public agency, tribe, or institution who will be available to answer questions about the application or permitted activities. Often this is the preparer of the application.

ALL APPLICANTS COMPLETE SECTION C:

- For all applications submitted to the DMA and OLE, a physical U.S. address is required. Province and Country blocks are provided for those USFWS programs that use foreign addresses and are not required by DMA.
- **Mailing address** is the address to which communications from USFWS should be mailed if different from the applicant's physical address.

ALL APPLICANTS COMPLETE SECTION D:

Section D.1 **Application processing fee:**

- An application processing fee is required at the time of application, unless exempted under 50 CFR13. The application processing fee is assessed to partially cover the cost of processing a request. **The fee does not guarantee the issuance of a permit, nor will fees be refunded for applications for which processing has begun.**
- **Documentation of fee exempt status is not required for applications submitted Federal, tribal, State, or local government agencies, but must be supplied by those applicants acting on behalf of such agencies**. Such applications must include a letter on agency letterhead

and signed by the head of the unit of government for which the applicant is acting on behalf, confirming that the applicant will be carrying out the permitted activity for the agency.

Section D.2 **Federal Fish and Wildlife permits:**

- List the number(s) of your most recently issued USFWS permit. If applying for re-issuance of a Conference on International Trade in Endangered Species (CITES) permit, the original permit must be returned with this application.

Section D.3 **CERTIFICATION:**

- **The individual identified in Section A, the principal officer named in Section B, or person with a valid power of attorney (documentation must be included in the application) must sign and date the application** in blue ink**.** This signature legally binds the applicant to the statement of certification. You are certifying that you have read and understand the regulations that apply to the permit. You are also certifying that all information included in the application is true to the best of your knowledge. Be sure to read the statement and re-read the application and your answers before signing.

NOTICES

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the following: the Bald and Golden Eagle Protection Act (16 U.S.C. 668), 50 CFR 22; the Endangered Species Act (16 U.S.C. 1531-1544), 50 CFR 17; the Migratory Bird Treaty Act (16 U.S.C. 703-712), 50 CFR 21; the Marine Mammal Protection Act (16 U.S.C. 1361, et seq.), 50 CFR 18; the Wild Bird Conservation Act (16 U.S.C. 4901-4916), 50 CFR 15; the Lacey Act: Injurious Wildlife (18 U.S.C. 42), 50 CFR 16; Convention on International Trade in Endangered Species of Wild Fauna and Flora (TIAS 8249), 50 CFR 23; General Provisions, 50 CFR 10; General Permit Procedures, 50 CFR 13; and Wildlife Provisions (Import/export/transport), 50 CFR 14.

Purpose: The collection of contact information is to verify the individual has an eligible permit to conduct activities which affect protected species. This helps FWS monitor and report on protected species and assesses the impact of permitted activities on the conservation and management of species and their habitats.

Routine Uses: The collected information may be used to verify an applicant's eligibility for a permit to conduct activities with protected wildlife; to provide the public and the permittees with permit related information; to monitor activities under a permit; to analyze data and produce reports to monitor the use of protected wildlife; to assess the impact of permitted activities on the conservation and management of protected species and their habitats; and to evaluate the effectiveness of the permit programs. More information about routine uses can be found in the System of Records Notice, Permits System, FWS-21.

Disclosure: The information requested in this form is voluntary. However, submission of requested information is required to process applications for permits authorized under the listed authorities. Failure to provide the requested information may be sufficient cause for the U.S. Fish & Wildlife Service to deny the request.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to provide the U.S. Fish and Wildlife Service the information needed to decide whether or not to allow the requested use and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is voluntary; however, submission of the requested information is required to evaluate the qualifications, determine eligibility, and document permit applicants. Failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. We may not conduct or sponsor, and you are not required to respond to a collection of information, unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned OMB Control No. 1018-0094.

ESTIMATED BURDEN STATEMENT

Public reporting for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, 5275 Leesburg Pike, MS: BPHC, Falls Church, VA 22041-3803.

FREEDOM OF INFORMATION ACT – NOTICE

For organizations, businesses, or individuals operating as a business (i.e., permittees not covered by the Privacy Act), we request that you identify any information that should be considered privileged and confidential business information to allow the Service to meet its responsibilities under the Freedom of Information Act (FOIA). Confidential business information must be clearly marked "Business Confidential" at the top of the letter or page and each succeeding page and must be accompanied by a non-confidential summary of the confidential information. The non-confidential summary and remaining documents may be made available to the public under FOIA [43 CFR 2.23 and 43 CFR 2.24].

RECORDING REQUESTED BY AND

WHEN RECORDED SEND TO:

The Nature Conservancy
Attn: Legal Department
201 Mission Street, 4th Floor
San Francisco, CA 94105

Space above for Recorder's Use Only

The undersigned grantor(s) declare(s):
Documentary transfer tax is $_____ City Tax is $_____
( ) computed on full value of property conveyed, or
( ) computed on the full value less value of liens or encumbrances remaining at time of sale.
( ) Unincorporated area: County of San Diego ( ) City of _____
( ) Realty not sold

RESTATED AND AMENDED GRANT DEED OF CONSERVATION EASEMENT

(San Diego • Eagle Ranch • Ramona Municipal Water District)

THIS RESTATED AND AMENDED GRANT DEED OF CONSERVATION EASEMENT ("Deed") is made as of _____("Agreement Date"), by and between the RAMONA MUNICIPAL WATER DISTRICT, a municipal water district formed, organized, and operating under California Water Code section 71000 *et seq.* ("District") and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation ("TNC"). District and TNC are collectively referenced herein as "Parties" and "parties" and individually as "party" or "Party."

RECITALS

A. The District provides sewer services to over 4,117 customers and, as such, has utilized portions of Assessor's parcel number 277-050-25 and Assessor's parcel number 277-050-26, which are more particularly described in Schedule 1 attached to this Deed (collectively, the "Property") for over twenty-nine (29) years for the disposal of treated effluent generated by the Santa Maria Sewer Treatment Plant.

B. The parties settled an eminent domain proceeding (*Ramona Municipal Water District v. Greene, et al.,* San Diego Superior Court, Case No. GIE 030085) initiated by the District to obtain title to the Property, by entering into a Purchase and Sale Agreement, Joint Escrow Instructions and Settlement Agreement ("Purchase and Sale Agreement").

C. As a condition of settling the eminent domain proceeding and of the Purchase and Sale Agreement, the District provided TNC with the option, pursuant to an agreement ("Option Agreement"), to purchase a conservation easement over the Property.

D. On December 15, 2015, the Parties entered into that certain Grant Deed of Conservation Easement ("Original Conservation Easement") encumbering the Property recorded in the official records of San Diego County on January 15, 2016 at Series No. 2016-0019494.

E. The Original Conservation Easement allowed Effluent Management Operations (as defined below) throughout a 191-acre Infrastructure Area (as defined below), including grading needed to create a series of large settlement ponds and evaporation terraces. The Original Conservation Easement also allowed use of the Property for compensatory mitigation for Effluent Management Operations occurring on the Property.

F. The Property possesses significant conservation values (collectively, the "Conservation Values") including, but not limited to, natural resource, ecological, hydrological, educational, historical, aesthetic, and scientific values, including wildlife and plant resources, as well as scenic and open space values that are of great importance to TNC. Particular Conservation Values include, without limitation, natural habitat for native plants, wildlife and ecological systems, such as the Stephens' kangaroo rat, burrowing owl, golden eagle, western spadefoot toad, coast horned lizard, annual and native grasslands, vernal wetlands, and southern tarplant. The Conservation Values are described with greater specificity in the EDR described below in Section 4.

G. The purposes of the Original Conservation Easement and this Deed are to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values that exist on the Property ("Conservation Purposes"), and to ensure that other than the Existing Effluent Management Operations (as defined below) and other activities permitted under this Deed, no other use of the Property inconsistent with the preservation of the Conservation Values occurs. In addition, the purpose of this Deed is to reduce some of the District's rights to develop new infrastructure on the Property retained in the Original Conservation Easement, clarify and expand TNC's rights to restore and enhance the Conservation Values, and allow a portion of the Property to be used for compensatory mitigation for the District's construction of a recycled water pipeline off the Property as part of the Santa Maria Wastewater Treatment Plant Expansion Project ("SMWWTP Expansion Project").

H. The State of California has recognized the public importance and validity of conservation easements by enactment of Section 815 *et seq.* of the California Civil Code.

I. As of the Agreement Date, TNC is a nonprofit corporation incorporated under the laws of the District of Columbia as a tax-exempt public charity described in Section 815.3 of the California Civil Code and in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code, organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes, and is a "qualified organization" within the provisions of Section 170(h) of the Internal Revenue Code, qualified to acquire and hold conservation easements.

J. As a condition of and in consideration of the Purchase and Sale Agreement, and in accordance with the Option Agreement, and subsequent agreements as memorialized in this Deed regarding the use of the Property for compensatory mitigation for actions taking place off the Property, the District desires to convey to TNC and TNC desires to obtain from the District a

conservation easement that restricts the uses of the Property and that grants rights to TNC in order to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values.

NOW, THEREFORE, in exchange for the covenants, promises, undertakings and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

AGREEMENT

1. DEFINITIONS. In addition to the definitions ascribed to certain words, phrases or terms in the Preamble or Recitals to this Deed, the following words, phrases or terms shall have the following definitions:

1.1 Additional Infrastructure. New infrastructure used for Effluent Management Operations on the Infrastructure Area as further defined and conditioned in Section 6.1(b), below.

1.2 Conservation Purposes. The purposes of this Deed to preserve, protect, identify, monitor, enhance, and restore in perpetuity the Conservation Values that exist on the Property.

1.3 Easement Documentation Report ("EDR"). A report that documents the historical and existing conditions of the Property as of the Agreement Date, as more particularly described in Section 4, below. An EDR was prepared in 2015 for the Original Conservation Easement and by their signatures below, the Parties certify that the EDR prepared in 2015 continues to be a complete and accurate description of the land uses and of the biological and physical condition of the Property as of the Agreement Date.

1.4 Effluent Management Operations. The disposal of clarified wastewater effluent under the terms and conditions of an effluent disposal permit, issued by the Regional Water Quality Control Board (as performed under the existing and future permits), which includes the use of Existing Infrastructure and Additional Infrastructure.

1.5 Environmental Law. Any Law regarding any of the following at, in, under, above, or upon the Property: (a) air, environmental, ground water, or soil conditions; or (b) clean-up, remediation, control, disposal, generation, storage, release, discharge, transportation, use of or liability or standards of conduct concerning, Hazardous Substances.

1.6 Existing Effluent Management Operations. The Effluent Management Operations District is conducting using the Existing Infrastructure as of the Agreement Date, as documented in the EDR.

1.7 Existing Infrastructure. The infrastructure used as of the Agreement Date for Existing Effluent Management Operations, as documented in the EDR.

1.8 Hazardous Substances. Flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as

such under any Law, including any material, substance or waste that is; (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) substances designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.,* as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.,* or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C.. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601 *et seq.*]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.;* (k) those substances listed in the United States Department of Transportation (DOT)Table [49 • C.F.R. 172.101]; (1) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code; (n) any substance defined as a "hazardous substance" in Section 25316 of the. California Health and Safety Code; (o) any matter, waste, or substance that is subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, and wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material. Notwithstanding the preceding definition, clarified wastewater effluent disposed of on the Property by the District under the terms and conditions of an effluent disposal permit, issued by the Regional Water Quality Control Board (as performed under the existing and future permits), shall not be deemed to be a "hazardous substance" as defined herein.

1.9 Infrastructure. The infrastructure used for Effluent Management Operations on the Infrastructure Area. Infrastructure includes both Existing Infrastructure and any Additional Infrastructure.

1.10 Infrastructure Area. The approximately 140-acre portion of the Property shown on Schedule 2.

1.11 Law. Every law, ordinance, requirement, order, proclamation, directive, rule, and regulation of any government applicable to the Property, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property, or relating to any taxes, or otherwise relating to this Deed or any Party's rights or remedies under this Deed, or any transfer of any of the foregoing, whether in force on the Agreement Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.12 Notice. Any consent, demand, designation, election, notice, or request relating to this Deed, including any Notice of Default. All Notices must be in writing.

1.13 Person. Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.14 Property. Collectively, that certain real property located in the unincorporated community of Ramona, County of San Diego, State of California, consisting of an approximately 203-acre parcel of land, more commonly known as Assessor's parcel number 277-050-26, and an approximately 82-acre parcel of land, more commonly known as Assessor's parcel number 277-050-25, both of which are more particularly described in Schedule 1 attached to this Deed.

1.15 Remainder. The approximately 145-acre portion of the Property shown on Schedule 2.

1.16 Third Person. Any Person that is not a Party, an elected official, shareholder, member, principal, partner, director, manager, officer, employee or agent of a Party or under the control of or under common control with a Party.

1.17 Unavoidable Delay. A delay in either Party performing any obligation under this Agreement, except payment of money, arising from or on account of any cause whatsoever beyond the Party's reasonable control, despite such Party's reasonable diligent efforts, including industry-wide strikes, labor troubles or other union activities (but only to the extent such actions do not result from the willful misconduct or negligence of the Party), casualty, war, acts of terrorism, riots, litigation, Government action or refusal to act when or as required by Law or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition, illiquidity, or insolvency.

2. GRANT OF EASEMENT. The District voluntarily grants and conveys to TNC a conservation easement in gross forever in, on, over, and across the Property, restricting forever the uses that may be made of the Property as set forth herein (the "Conservation Easement").

3. RELATIONSHIP BETWEEN DEED AND ORIGINAL CONSERVATION EASEMENT. This Deed replaces and supersedes the Original Conservation Easement as to the Property.

4. EASEMENT DOCUMENTATION REPORT. The parties have executed an EDR and the parties agree that the EDR contains an accurate representation of the biological and physical condition of the Property as of the Agreement Date, including the Existing Effluent Management Operations and Existing Infrastructure, and of the historical uses of the Property, including historical water uses. Notwithstanding the foregoing, if a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties will not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the controversy.

5. TNC'S RIGHTS. In order to accomplish the Conservation Purposes, the rights and interests reserved by TNC in this Deed include, but are not limited to, the following:

5.1 Preserve and Protect. TNC may preserve, protect and monitor the Conservation Values in accordance with the terms of this Deed and California Law.

5.2 Entry and Access Rights. TNC may enter upon the Property at reasonable times in order to monitor District's compliance with the terms of this Deed, provided that such entry shall be upon prior reasonable written notice (not less than five (5) business days) to District, and TNC shall not unreasonably interfere with District's use and quiet enjoyment of the Property. Notwithstanding the foregoing, if TNC reasonably suspects a potential or actual violation of the terms of this Deed, TNC may enter upon the Property at any time in order to assess and monitor such potential violation, provided that TNC shall make a good-faith effort to contact District by telephonic, electronic, or other means prior to entering the Property and in any event shall notify District as soon as is reasonably feasible after such entry.

5.3 Conservation Activities. With the prior written consent of District, which shall not be unreasonably withheld, conditioned or delayed, TNC may at its sole expense (1) plant, maintain, and remove vegetation on the Property, (2) control or eradicate feral and non-native animals, and (3) undertake actions to introduce or reintroduce native animals or species of concern known to occur, or to have occurred in the vicinity of the Property. It shall be reasonable for District to withhold its consent for the foregoing activities if the actions or manner that TNC proposes to perform an activity would unreasonably interfere with the Effluent Management Operations or violate any Law.

5.4 Enforcement. TNC may prevent any activity on or use of the Property that is inconsistent with the terms of this Deed and may enforce the restoration of such areas or features of the Property that might be damaged by any inconsistent activity or use, in accordance with the terms and conditions of Section 7.

5.5 Noxious Weed Control. TNC may employ the use of pesticides, herbicides or other biocides or any other means, including grazing of cattle or other animals, to control noxious weeds if, as reasonably determined by TNC, grazing as allowed by District has been ineffective or has been reduced to a level that fails to control such weeds; provided, however, that such use will be with the prior written consent of the District, which consent will not be unreasonably withheld, conditioned or delayed. TNC shall utilize properly licensed and trained persons in the use of pesticides, herbicides or other biocides on the Property. It shall be reasonable for District to withhold its consent for the foregoing activities if the actions or manner that TNC proposes to perform an activity would unreasonably interfere with the Effluent Management Operations or District's quiet enjoyment of the Property. The District shall respond within five (5) business days to a request from TNC to perform activities that may be allowed under this section.

5.6 Inspection of Records. TNC may inspect, upon reasonable written request, all records which are held as public documents by District with respect to the Property and the Effluent Management Operations, including all waste disposal records, monitoring and other studies undertaken or commissioned by District pertaining to design, operation and maintenance of the Effluent Management Operations.

6. USES OF THE PROPERTY.

6.1 Permitted Use of the Property. The District shall retain the right to perform its Existing Effluent Management Operations and any additional Effluent Management Operations associated with the Additional Infrastructure exclusively within the Infrastructure Area, and shall

use, maintain, construct, and install Infrastructure in accordance with all Law and the following requirements:

(a) District may use, maintain, and replace Existing Infrastructure for Existing Effluent Management Operations so long as the use, maintenance, and any replacement of the Existing Infrastructure: (i) will occur exclusively in the Infrastructure Area; and (ii) is in compliance with local, state and federal rules and regulations affecting District's Effluent Management Operations. Any replacement of Existing Infrastructure must occur within the same footprint as the Infrastructure it replaces and must involve the construction or installation of substantially the same Infrastructure with the same purpose. District shall deliver to TNC: (1) written notice of any plans to replace Existing Infrastructure at least thirty (30) days prior to initiation of the installation or construction of such Infrastructure, and (2) prior written notice of all public hearings of District's Board where a decision or discussion relating to Existing Infrastructure will occur.

(b) District may construct or install Infrastructure in addition to the Existing Infrastructure for Effluent Management Operations ("Additional Infrastructure"), and use, maintain, and replace such Additional Infrastructure so long as the Additional Infrastructure: (i) is located on the Infrastructure Area within a two-acre building envelope that has been approved by TNC; (ii) does not materially change the topography or flow or storage of water on the Property so as to impair the Conservation Values; (iii) does not include any buildings other than two structures associated with the District's Effluent Management Operations at any one time, for which the developed footprint of each pump station may not exceed 20 feet by 40 feet; and (iv) is in compliance with local, state and federal rules and regulations affecting District's Effluent Management Operations. District shall deliver to TNC: (1) a request for approval of the two-acre building envelope; (2) written notice of any plans to install Additional Infrastructure at least thirty (30) days prior to initiation of the installation or construction, and (3) prior written notice of all public hearings of District's Board where a decision or discussion relating to Additional Infrastructure will occur.

(c) District may upgrade the Existing Infrastructure and any Additional Infrastructure to incorporate or apply new technology and respond to changes in industry practices so long as such upgraded Existing Infrastructure or Additional Infrastructure: (i) will occur exclusively in the Infrastructure Area (or approved 2-acre building envelope for Additional Infrastructure); (ii) is in compliance with local, state and federal rules and regulations affecting District's Effluent Management Operations; and (iii) does not materially change the topography or flow or storage of water on the Property so as to impair the Conservation Values. District shall deliver to TNC: (1) written notice of any plans to upgrade Existing Infrastructure or Additional Infrastructure at least thirty (30) days prior to the initiation of the upgrade, and (2) prior written notice of all public hearings of District's Board where a decision or discussion relating to upgrades to Existing Infrastructure or Additional Infrastructure will occur.

(d) District may construct boundary fences and fences for the Effluent Management Operations only as necessary for public safety, health and security reasons and in a manner minimally disruptive to wildlife values.

(e) District shall reasonably revegetate any areas within the Property that have been excavated, graded or otherwise disturbed as a result of the construction, operation, replacement, upgrade or maintenance of the Infrastructure following the completion of such installation, maintenance, upgrade or repair, if such areas will benefit from such revegetation in the reasonable judgment of TNC, by spraying with sterile mulch and revegetating the impacted areas with native vegetation from local seed and nursery stock. District shall take all necessary steps to ensure that no exotic or non-native plant species are introduced during any revegetation efforts.

(f) Notwithstanding any provision herein to the contrary, any grazing operations may not be conducted in a manner or to an extent that diminishes or impairs the Conservation Values of the Property. The Property may be used for commercial breeding, raising, pasturing, and grazing of livestock subject to the following requirements:

(i) Grazing operations must be consistent with the best livestock management practices in the general geographic area of the Property and consistent with all Law.

(ii) Only cattle may be grazed on the Property. Notwithstanding the immediately preceding sentence, the District may also graze on the Property horses, burros, and mules to the extent that such animals are reasonably needed to service the permitted grazing operations. Other forms of domestic livestock, such as goats, may be grazed on the Property only insofar as they are needed for special weed control tasks on the Property, as reasonably determined by the District.

(iii) If the District's grazing operations fail to control noxious weeds, then TNC will have the right, but not the obligation, to enter upon the Property and take such actions, consistent with this Deed, as are reasonably necessary to control such noxious weeds.

(iv) The District may not permit grazing on the Property in a manner that leaves at the conclusion of grazing within any Grazing Year (as defined in subsection (vi) below) less than: five hundred (500) pounds per acre residual dry matter ("RDM") on any portion of the Property; or less than an average of seven hundred (700) pounds per acre RDM for the Property. Average RDM may be estimated by TNC independently at the end of each Grazing Year, after permitted grazing livestock have been or, in the exercise of reasonable grazing practices, should have been, removed. Exempt from this measurement and excluded from the calculations are pastures that are burned, roads, tanks and reservoirs, rock outcroppings, and areas within one hundred (100) feet of watering tanks, salt and mineral licks, animal handling corrals and other portions of the Property on which grazing may not occur. TNC may conduct an annual monitoring of RDM in order to determine compliance with RDM requirements set forth herein. The sites for RDM monitoring will be determined by TNC on an annual basis in consultation with the District and will be subject to the approval of the District, which approval will not be unreasonably withheld, conditioned, or delayed. TNC will have the right (but not the obligation) to designate in writing the sites for RDM monitoring for any Grazing Year, and unless the District gives written notice to TNC identifying with particularity the District's basis for any objections thereto and proposing alternatives therefor, the District will be deemed to have approved the sites set forth in TNC's notice. TNC reserves the right to conduct spot checks of any site on the Property. Any estimates of RDM generated by TNC during a Grazing Year will be used as a basis for an initial

determination of whether the District is in compliance with RDM requirements for such Grazing Year. The District will have the right to accompany TNC on the annual monitoring survey. In the event that the estimate or the annual monitoring demonstrates that the average RDM for the Property is less than 700 pounds per acre or that the RDM for any portion of the Property is less than 500 pounds per acre, the parties will agree on a suitable adjustment to the stocking rate for the Property for the next Grazing Year so as to insure that the average RDM for the Property for the next Grazing Year will not be less than 700 pounds per acre and that the RDM for any portion of the Property for the next Grazing Year will not be less than 500 pounds per acre.

(v) In the event either TNC or the District disputes the reliability of the RDM estimate determined as set forth above, TNC may, in its sole discretion, remeasure RDM for such Grazing Year at sites of TNC's selection using one or more statistically precise measures of RDM then commonly used to monitor property vegetation in southern California and employ such measures to calculate the average RDM.

(vi) The term "Grazing Year" means the twelve (12)-month period of time commencing on November 1 of each calendar year and ending on October 31 of the immediately following calendar year.

(g) Prescribed burning is allowed as a tool for the management of the Property, provided that such practice, including, but not limited to, the amount, frequency, and manner of application, will be in accordance with all Law.

(h) Herbicides may be applied on the Property only for the control of non-native noxious weeds and in compliance with all Law. Except to the extent reasonably required for Existing Effluent Management Operations or use of Additional Infrastructure, no other pesticides, herbicides, fertilizers or biocides are permitted on the Property.

(i) The District may maintain or cause to be maintained roads and trails that exist on the Property as of the Agreement Date above, at the levels of improvement for each that exist as of the Agreement Date. The District may construct and maintain new roads and trails on the Infrastructure Area, if: (1) such new roads and trails are reasonably necessary for the permitted grazing, Existing Effluent Management Operations, use of Existing Infrastructure or Additional Infrastructure or use of the Property as part of the County of San Diego's public trail system; and (2) District has obtained TNC's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed, for the construction of such new roads and trails.

(j) Consistent with the California Penal Code, including, but not limited to California Penal Code sections 554 *et seq.,* the District may erect a reasonable number of signs or other appropriate markers not to exceed dimensions of four feet (4') by eight feet (8') in a prominent location on the Property, visible from a public road, which identify District's activities on the Property and/or which state that no trespassing or no hunting is allowed on the Property.

(k) Except as otherwise set forth in this Deed, District may transfer the Property in its entirety (but not any portion less than its entirety).

(l) District may use any portion of the Property as compensatory mitigation to satisfy the requirements of any federal, state, or local law, regulation, ordinance or permit;

provided, however, any such compensatory mitigation shall be solely for the mitigation of impacts caused by Effluent Management Operations associated with the SMWWTP Expansion Project as described in this Deed. Except as provided in the preceding sentence, use of the Property for mitigation of impacts to other properties or impacts caused by activities on the Property other than the Effluent Management Operations is prohibited.

6.2 Prohibited Uses of the Property. The District shall be prohibited from performing any of the following activities on the Property:

(a) The change, disturbance, alteration or impairment of the natural ecological values of the Property, except as reasonably necessary for the Effluent Management Operations in the Infrastructure Area permitted in this Deed.

(b) Planting of non-native trees or crops or the conversion of native vegetation to new exotic species, as well as the introduction of non-native plant or animal species, except for the grazing explicitly provided for above and as reasonably necessary for the Effluent Management Operations in the Infrastructure Area permitted in this Deed.

(c) Plowing, disking, cultivation, ripping, planting, sowing, irrigation, or any other conversion or disturbance of the Property is prohibited, except as reasonably necessary for the Effluent Management Operations in the Infrastructure Area permitted in this Deed.

(d) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for extraction of minerals, oil, gas, coal and other hydrocarbons, soil, sand, gravel, rock, or any other material on or below the surface of the Property.

(e) The division, subdivision or de facto subdivision of the Property.

(f) Except for the pump stations or as provided in 6.1(b) above, the construction or placement of any commercial, industrial**,** residential, or other buildings, camping accommodations, levees, flood control structures, mobile homes, feed lots, parking lots, house-trailers, permanent tent facilities, Quonset huts or similar structures, horse staging areas, billboards or any such advertising signage, and/or street lights. Notwithstanding the foregoing, construction or placement of a structure or improvement needed for a use permitted in this Deed may be allowed with prior approval of TNC.

(g) The establishment of any commercial or industrial uses, except for the Effluent Management Operations and the permitted grazing (examples of prohibited commercial or industrial uses include, but are not limited to, planting or cultivation of commercial orchards or establishment or maintenance of commercials feedlots, dairies or mines).

(h) Creation of any roads or trails, or paving, asphalting, or oiling of any roads, except as provided for above.

(i) Removal, cutting or destruction of native vegetation, except for disease or insect control, to prevent property damage or personal injury, or as reasonably necessary for the Effluent Management Operations in the Infrastructure Area permitted in this Deed.

(j) Removal or moving of soil and rocks, except as reasonably necessary for the Effluent Management Operations in the Infrastructure Area permitted in this Deed.

(k) Dumping, storage, or other disposal of non-compostable refuse, trash, hazardous materials, or agrichemicals.

(l) Storage or disassembly of inoperable automobiles, machinery, equipment, trucks, or other vehicles, or the rental of space for any such purpose.

(m) Storage or disposal of compostable refuse from sources off the Property.

(n) Burning of slash piles or other refuse.

(o) Growing of crops, including but not limited to commercial production of fruits, forage or timber.

(p) Severance, conveyance, or encumbrance of water or water rights appurtenant to the Property, separately from the underlying title to the Property, or any other action which diminishes or extinguishes such water rights, unless the conveyance is for the dedication to in-stream habitat. This Conservation Easement shall not sever or impair any riparian water rights appurtenant to the Property.

(q) Activities or uses detrimental to water quality, including but not limited to, degradation or pollution of any surface or subsurface waters.

(r) Development or expansion of any water on the Property for hydroelectric power, fish farming, or other commercial purpose.

(s) Any increase in invasive, non-native vegetation and noxious weeds, including, but not limited to, artichoke thistle, milk thistle, yellow star thistle and fennel ("Problematic Species"), above levels of cover and abundance existing as of the Agreement Date. TNC and District may identify mutually acceptable methods to control the Problematic Species that do not adversely affect the Conservation Values and the Effluent Management Operations permitted in this Deed, and those may be implemented by District at District's sole expense and discretion.

(t) Groundwater pumping, except as may be reasonably required to remedy any adverse effects from system failure of the Infrastructure.

(u) Wastewater effluent disposed of on the Property must originate solely from the use of water within District's sphere of influence, as may be amended by the Local Agency Formation Commission.

(v) The use of any motorized vehicles, except as may be reasonably required for the Effluent Management Operations permitted in this Deed, installation, maintenance, or operation of the Existing Infrastructure or Additional Infrastructure, permitted grazing or as may be required during emergencies, such as, but not limited to, firefighting operations.

(w) Public access to the Property, except on permitted roads and trails.

(x) Private or public hunting activity.

(y) The introduction or planting of the following plants:

Arundel or Giant Reed	*Arundel donax*
Tree of Heaven or Ailanthus	*Ailanthus altissima*
Pampas Grass	*Cortaderia jabata or C. selloana*
Edible fig	*Ficus carica*
Himalayan Blackberry	*Rubus discolor*
Elm	*Ulmus spp.*
Mulberry (female plants)	*Morus alba*
Chinese pistachio	*Pistacia altantica or P.chinensis*
English Ivy	*Hedera helix*
Yellow star-thistle	*Centurea solstitialis*
Medusahead	*Taeniatherum caput-medusae*
Klamathweed	*Hypericum pezforatum*
English walnut	*Juglans regia*
Black walnut	*Juglans califonlica*
Periwinkle	*Vinca major*
Privet	*Ligustrum obtusifblium*
Rattlebox	*Sebania punicea*
Pepperweed	*Lepidium latifolium*
Bermuda Grass	*Cynodon dactylon*
Johnson Grass	*Sorghum halepense*

(z) The use of the Property for wastewater treatment or disposal operations other than the Effluent Management Operations in the Infrastructure Area permitted in this Deed. Without limiting the generality of the foregoing, the use of settlement and storage ponds is prohibited.

(aa) The use of the Remainder for Effluent Management Operations.

6.3 Value of the Prohibited Uses. The District acknowledges the possibility that uses prohibited by the terms of this Deed may become more economically valuable than permitted uses and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the District and TNC that any such changes will not be deemed to be circumstances justifying the termination, extinguishment, or modification of this Deed. In addition, the inability of the District, or the District's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Deed, or the unprofitability of doing so, will not impair the validity of this Deed or be considered grounds for its termination, extinguishment, or modification.

7. CESSATION OF DISPOSAL OPERATIONS. If District permanently ceases to perform Effluent Management Operations on the Property, District shall remove all above ground surface Infrastructure, restore the natural land contours, spray sterile mulch and revegetate with native

vegetation from local seed and nursery stock. Thereafter, District shall be prohibited from performing any further Effluent Management Operations. District will be deemed to permanently cease to perform Effluent Management Operations on the Property if the District's Board of Directors approves a resolution stating that District will permanently cease to perform operations on the Property or District ceases to perform Effluent Management Operations on the Property for an uninterrupted ten (10) year period.

8. REMEDIES.

8.1 Notice of Violation: Corrective Action. If TNC becomes aware that a violation of the terms of this Deed has occurred or is threatened to occur, TNC may give written notice to the District of such violation. If the District fails to cure the violation within thirty (30) days after receipt of notice from TNC, or under circumstances where the violation cannot reasonably be cured within a thirty (30)-day period, fails to begin curing such violation within the thirty (30)-day period or fails to continue diligently to cure such violation until finally cured, TNC will have all remedies available at law or in equity to enforce the terms of this Deed (subject to Section 7.2.), including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), to pay monetary amounts which, if not paid, could result in extinguishment, modification, non-enforcement or impairment of this Deed, and/or to recover any additional damages arising from the violation. TNC's rights under this Section apply equally to actual or threatened violations of the terms of this Deed. The District agrees that TNC's remedies at law for any violation of the terms of this Deed are inadequate and that TNC will be entitled to the injunctive relief described in this Section both prohibitive and mandatory, in addition to such other relief to which TNC may be entitled, including specific performance of the terms of this Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section will be cumulative and will be in addition to all remedies now or hereafter existing at law or in equity.

8.2 Dispute Resolution. Any claims for money damages arising from any claim of violation of the terms of this Deed by TNC or from any other dispute relating in any way to this Deed shall be resolved by judicial reference in accordance with California Code of Civil Procedure sections 638(1) and 641 *et seq.* or any successor statutes thereto. The reference proceedings will be initiated by either party or both parties by motion to the Superior Court of San Diego County, and shall be conducted by a referee appointed by a judge of that court ("Referee"). The Referee shall be an attorney or retired judge having at least fifteen (15) years' experience, a significant amount of which shall have involved the law of real estate. The Referee shall try all of the issues, including without limitation all pre-trial or post-trial hearings or motions. Each party will bear its own attorney's fees, costs and expenses relating to the dispute resolution. The cost of the Referee shall be equally divided between the parties.

8.3 Emergency Enforcement. If TNC, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate Significant Damage to the Conservation Values, TNC may immediately pursue injunctive relief, without waiting for the expiration of the time periods provided for cure or notice of dispute as described in Section 7.1. The remedy described in this Section 7.3 shall be in addition to all remedies now or hereafter

existing at law or in equity. "Significant Damage" shall be limited to those circumstances defined as actual or threatened violations of the terms of this Easement that will result in damage to the Conservation Values or extinguishment of the Deed.

8.4 TNC's Discretion. Enforcement of the terms and provisions of this Deed will be at the sole discretion of TNC, and the failure of TNC to discover a violation or to take action will not be deemed or construed to be a waiver of TNC's rights under this Deed with respect to such violation in the event of any subsequent breach. In no event will any delay or omission by TNC in exercising any right or remedy constitute an impairment of or a waiver of such right or remedy.

8.5 Acts Beyond the District's Control. Nothing contained in this Deed will be construed to entitle TNC to bring any action against the District for any injury to or change in the Property resulting from causes beyond the District's control, including force majeure, fire, flood, storm, and earth movement, terrorism or the like.

9. ASSIGNMENT. TNC may, in TNC's sole discretion, assign this Conservation Easement and all of its interests set forth in this Deed, provided that: (A) the District is given prior written notice of TNC's intent to assign this Conservation Easement and all of its interests set forth in this Deed; and (B) any assignment will be made only to a governmental or non-governmental entity qualified, at the time of assignment, under Law.

10. RUNNING WITH THE LAND. The Conservation Easement created by this Deed will burden and run with the Property forever. Every provision of this Deed that applies to the District or TNC will also apply forever to and will burden or benefit, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.

11. REPRESENTATIONS AND WARRANTIES.

11.1 Hazardous Materials. The District represents and warrants that the Property (including, without limitation, any associated air, soil, groundwater, and surface water) is free of any conditions that individually or in the aggregate: (1) constitute a present or potential threat to human health, safety, welfare; or the environment; (2) violate any Environmental Law; (3) exceed any applicable or relevant and appropriate cleanup standard; or (4) could reasonably be expected to cause any person to incur environmental investigation, removal, remediation, maintenance, abatement, or other cleanup costs. The District represents and warrants that the District will comply with all Environmental Laws in using the Property and that District will keep the Property free of any material environmental defect, including, without limitation, contamination from Hazardous Materials. Notwithstanding the preceding, the parties acknowledge and accept that the Effluent Management Operations require the disposal and management of treated effluent which, in and of itself, shall not be deemed a violation of this Section so long as such Effluent Management Operations are in compliance with all Law.

11.2 Compliance with Laws. The District represents and warrants that the District has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or

administrative or judicial order with respect to the Effluent Management Operations or the Property.

11.3 No Litigation. The District represents and warrants that there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of its use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.

12. COSTS, LEGAL REQUIREMENTS, AND LIABILITIES. The District retains all responsibilities and will bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property and agrees that TNC will have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions on the Property, or the protection of the District, the public, or any third parties from risks relating to conditions on the Property. The District agrees to pay before delinquency any and all real property taxes and assessments levied on the Property and agrees that the District will keep TNC's interest in the Property free of any liens, including those arising out of any work performed for, materials furnished to, or obligations incurred by the District. The District will be solely responsible for any costs related to the maintenance of general liability insurance covering acts on the Property. The District remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Deed, and any activity or use will be undertaken in accordance with all applicable federal, state, and local laws, rules, regulations, and requirements. If more than one person or entity constitutes the District, the obligations of each and all of them under this Deed will be joint and several.

13. INDEMNIFICATION BY THE DISTRICT. District shall indemnify and defend TNC, each of the officers, directors, employees, agents, invitees, and contractors of TNC, and each of the heirs, successors, and assigns of such parties against, and shall hold such indemnified parties harmless of and from, any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever, based on negligence (including, but not limited to, court costs and reasonable attorneys' fees and expenses, whether incurred at the trial, appellate, or administrative level, or in connection with any required arbitration) which any of such indemnified parties may suffer or incur, or to which any of such indemnified parties may be subjected, as a result of or directly arising out of activities of District or anyone acting on behalf of or under the authority of District with respect to the Property, including (but not limited to) the following: (a) any real property taxes, insurance, utilities, assessments, or other charges that are levied against or with respect to the Property, including those for which exemption cannot be obtained; (b) the operation, upkeep, and maintenance of the Property; and (c) any Hazardous Materials present at the Property, alleged to be present there, or otherwise connected in any way to the Property, whether before, on, or after the date of this Deed, except those (if any) used at the Property by TNC or TNC's employees or agents.

14. INDEMNIFICATION BY TNC. TNC shall indemnify and defend District, each of the officers, directors, employees, agents, invitees, and contractors of District, and each of the heirs, successors, and assigns of such parties against, and shall hold such indemnified parties harmless of and from, any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever, whether based on negligence or strict liability (including, but not limited to,

court costs and reasonable attorneys' fees and expenses, whether incurred at the trial, appellate, or administrative level, or in connection with any required arbitration) which any of such indemnified parties may suffer or incur, or to which any of such indemnified parties may be subjected, as a result. of or directly arising out of activities of TNC or anyone acting on behalf of or under the authority of TNC with respect to the Property.

15. NOTICE: APPROVAL.

15.1 Notice for Entry. Where notice to the District of TNC's entry upon the Property is required under this Deed, TNC will notify any of the persons constituting District or its authorized agents by written notice in the manner described in Section 14.3 prior to such entry.

15.2 Other Notice. Except as provided in Section 14.1, whenever express agreement or consent is required by this Deed, the initiating party will give written notice, in the manner described in Section 14.3 and detailed information to the other party. The receiving party will review the proposed activity and notify the initiating party within forty five (45) days after receipt of notice of any objections to such activity. Any objections by a party will be based upon its opinion that the proposed activity is inconsistent with the terms of this Deed.

15.3 Written Notices. Any written notice called for in this Deed will be delivered: (1) in person; (2) by certified mail, return receipt requested, postage prepaid; (3) by facsimile with the original deposited with the United States Post office, postage prepaid on the same date as sent by facsimile; or (4) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices will be addressed as follows:

To TNC:	The Nature Conservancy 201 Mission Street, 4th Floor San Francisco, CA 94105 Attn: Legal Department Fax: 415-777-0244 Telephone: 415-777-0487 (for overnight deliveries)
with a copy to:	The Nature Conservancy Ramona Grasslands Project 402 West Broadway, Suite 1350 San Diego, CA 92101 Attn: Project Director Fax: 619-209-5835 Telephone: 619-209-5830 (for overnight deliveries)

To the District:	Ramona Municipal Water District 105 Earlham Street Ramona, CA 92065-1597 Attn: General Manager Fax: 760-788-2202 Telephone: 760-789-1330 (for overnight deliveries)
with a copy to:	Jennifer M. Lyon McDougal Love Eckis Boehmer & Foley La Mesa Village Plaza 8100 La Mesa Boulevard, Ste. 200 La Mesa, CA 91942 Fax: 619-440-4907 Telephone: 619-440-4444 (for overnight deliveries)

Either party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

15.4 Subsequent Activities. Permission to carry out, or failure to object to, any proposed use or activity by either party will not constitute consent to any subsequent use or activity of the same or any different nature.

16. SEVERABILITY AND ENFORCEABILITY. The terms and purposes of this Deed are intended to be perpetual. If any provision or purpose of the Deed or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions and purposes of the Deed, and the application of such provision or purpose to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

17. CONDEMNATION. If all or part of the Property is taken in exercise of eminent domain by a third party public, corporate, or other authority so as to abrogate the restrictions imposed by this Deed, the District and TNC will join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds will be divided in accordance with the proportionate value of TNC's and the District's interests, at the time of this reservation, it being expressly agreed that this Deed constitutes a compensable property right. All expenses incurred by the District and TNC in such action will be paid out of the recovered proceeds.

18. INTERPRETATION.

18.1 Liberally Construed. Any general rule of construction to the contrary notwithstanding, this Deed shall be liberally construed in favor of the reservation to effect the purpose of this Deed and the policy and purpose of Sections 815 et seq. of the Civil Code. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose

of this Deed that would render the provision valid shall be favored over any interpretation that would render it invalid.

18.2 Governing Law and Venue. This Deed will be interpreted in accordance with California Law. Any action brought by either party to enforce the terms of this Deed shall be brought in a state or federal court in San Diego County, California.

18.3 Captions. The captions have been inserted solely for convenience of reference and are not part of the Deed and will have no effect upon construction or interpretation.

18.4 No Hazardous Materials Liability. Notwithstanding any other provision of this Deed to the contrary, nothing in this Deed will be construed such that it creates in or gives to TNC: (1) the obligations or liabilities of an "owner" or "operator" as those words are defined and used in Environmental Laws (as that term is defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) ("CERCLA"); (2) the obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3); (3) the obligations of a responsible person under any applicable Environmental Law; (4) any obligation to investigate or remediate any Hazardous Materials, as defined below, associated with the Property; or (5) any control over the District's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

18.5 Parties. The terms "District" and "TNC," wherever used in this Deed and any pronouns used in their place, shall mean and include the District and TNC and the respective personal agents, representatives, heirs, devisees, and assigns of the District and TNC, including those with which the District or TNC may contract with to implement its rights or obligations under this Deed.

19. SUBSEQUENT LIENS ON PROPERTY. No provision of this Deed should be construed as impairing the ability of the District to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing must, at all times, be subordinated to the Conservation Easement and TNC's interests set forth in this Deed by means of a subordination document acceptable to TNC in TNC's sole discretion.

20. RE-RECORDING. TNC is authorized to record or file any reasonable notices or instruments appropriate to assuring the perpetual enforceability of this Deed; for such purpose, the District agrees to execute any such instruments upon request.

21. ACCESS. Nothing contained in this Deed will give or grant to the public a right to enter upon or use the Property.

22. SUBSEQUENT TRANSFERS. The District agrees that the terms, conditions, restrictions, and purposes of this Deed or reference thereto will be inserted by the District in any subsequent deed or other legal instrument by which the District divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and the District further agrees to notify TNC of any pending transfer (including, without limitation, leases) at least forty five (45) days in advance of the transfer. The failure of the District to comply with this Section will not impair the validity of this Deed or limit its enforceability in any way. Any

successor in interest of the District, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Deed.

23. PRESUMPTION AGAINST AMENDMENT. Although the parties do not intend that this Deed will need to be amended or modified, in the event of unforeseen circumstances or other necessary situations, each party in its sole discretion may consider an amendment or modification to this Deed, but in no event shall such amendment be made without compliance with both parties' internal procedures and standards for such modification, and federal, state and local laws regarding the creation and amendment of conservation easements. No amendment shall be allowed that would adversely affect the qualifications of this Deed as a charitable gift (if applicable) or the status of TNC under any applicable laws, including §170 (h) of the Internal Revenue Code or the laws of the State where the Property is located, or that would be inconsistent with the purpose of the Deed, diminish the Conservation Values or affect the Deed's perpetual duration. Any such amendment shall be signed by both parties and shall be recorded in the official records of the county in which the Property is located.

24. ENFORCEMENT RIGHTS OF OTHERS. Nothing in this Deed is intended to create any right to enforce this Deed in any third party where no such right otherwise exists under this Deed or under law. Nothing contained herein shall affect any rights that the State where the Property is located may have to protect the public's interest in any matter pertaining to this Deed.

25. ENTIRE AGREEMENT. This Deed, together with the attached exhibits and schedules, if any, and any documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter of this Deed and supersedes all prior agreements and understandings of the parties. This Deed may not be amended orally.

26. SCHEDULES. The following schedules are attached to and are incorporated into this Deed:

Schedule 1	Legal Description of Property
Schedule 2	Legal Descriptions and Map of Infrastructure Area and Remainder

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Deed as of the Agreement Date.

DISTRICT:	**TNC:**
Ramona Municipal Water District, a California municipal water district formed, organized and operating under California Water Code section 71000 *et seq.*	The Nature Conservancy, a District of Columbia non-profit corporation.
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

SCHEDULE 1
TO
GRANT OF DEED OF CONSERVATION EASEMENT

LEGAL DESCRIPTION OF PROPERTY

Real property in the unincorporated area of the County of San Diego, State of California, described as follows:

A PORTION OF THE RANCHO SANTA MARIA, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 863, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, MAY 25, 1900, DESCRIBED AS FOLLOWS:

THE EAST HALF OF SECTION 13, TOWNSHIP 13 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE EXTENSION OF THE UNITED STATES GOVERNMENT SYSTEM OF SURVEYS OVER SAID RANCHO SANTA MARIA, REPUTED TO HAVE BEEN MADE BY O.N. SANFORD, CIVIL ENGINEER IN MAY 1884.

EXCEPTING THEREFROM THAT PORTION OF SAID SECTION 13 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 13, THENCE ALONG THE EAST LINE THEREOF NORTH 00°17’15” EAST, 1171.96 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 80°01’30” WEST, 1570.70 FEET; THENCE NORTH 09°58’30” EAST, 1000.00 FEET; THENCE SOUTH 80°01’30” EAST, 1393.90 FEET TO A POINT IN SAID EAST LINE OF SAID EAST HALF OF SAID SECTION 13; THENCE ALONG SAID EAST LINE THEREOF SOUTH 00°17’ 15” WEST TO THE TRUE POINT OF BEGINNING.

APN: 277-050-25-00 AND 277-050-26-00

SCHEDULE 2
TO
GRANT DEED OF CONSERVATION EASEMENT

LEGAL DESCRIPTIONS AND MAP OF INFRASTRUCTURE AREA AND REMAINDER

[Legal Descriptions and Map of Infrastructure Area and Remainder underlie this Schedule 2 cover page]

Agreement Regarding Potential Conservation Easement Amendment

This Agreement Regarding Potential Conservation Easement Amendment ("Agreement"), is entered into as of the last date of execution set forth in the signature blocks below ("Effective Date") and is made by RAMONA MUNICIPAL WATER DISTRICT, a municipal water district formed, organized, and operating under California Water Code section 7100 et seq., ("District") and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation, ("TNC").

The parties hereto desire to amend the Grant Deed of Conservation Easement recorded in the official records of San Diego County on January 15, 2016 as Series No. 2016-0019494 ("Conservation Easement") which encumbers San Diego County Assessor's parcels numbers 277-050-25 and 277-050-26 (the "Property").

The parties agree that all capitalized terms not defined in this Agreement will have the meaning assigned to them in the Conservation Easement.

The parties agree that entering into this Agreement does not constitute a guarantee that an amendment to the Conservation Easement will be approved, but rather expresses each party's agreement as to their respective obligations in exploring the feasibility of an amendment and seeking the necessary approvals.

An amendment to the Conservation Easement is being considered because in exchange for the allowance of a portion of the Property to be used for compensatory mitigation for the District's construction of a recycled water pipeline off the Property as part of the Santa Maria Wastewater Treatment Plant Expansion Project, the District is reducing the Infrastructure Area and expanding the Remainder Area on the Property and providing funds to TNC to perform certain restoration and enhancement actions on the Property to improve the Conservation Values.

1. Terms of Easement Amendment. Prior to the Effective Date, the parties have been working cooperatively to determine the scope of the potential amendment to the Conservation Easement, including the specific terms to be amended and any additional terms to be included in such amendment, all as described in the Restated and Amended Grant Deed of Conservation Easement, attached hereto and incorporated herein as **Exhibit A** ("Easement Amendment"). If and when TNC's approval (defined below in Section 3) has been obtained, the parties agree to execute the Easement Amendment, with acknowledgement of signatures, and record the Easement Amendment in the official records of San Diego County as provided below in Section 9.

2. Costs of Amendment. The District agrees it shall bear all costs and expenses of the potential easement amendment process, including, without limitation: (a) all fees incurred as part of the escrow described in Sections 8 and 9 below, including title and other costs associated with the Easement Amendment and its recording and a re-issue or endorsement of TNC's existing title policy for the Conservation Easement to include reference to the recorded Easement Amendment (collectively, "Escrow Fees"); (b) new legal descriptions and map for the revised Infrastructure Area and Remainder to be attached to the Easement Amendment; (c)

$10,000 to TNC upon recording of the Easement Amendment to help cover the costs of TNC's outside counsel and staff time; and (d) $50,000 to TNC upon recording of the Easement Amendment for certain conservation activities on the Property as described below in Section 4.

3. TNC Approval. The Conservation Easement will not be amended until TNC has obtained all necessary approvals for such amendment, including its internal approvals as expressed in its Standard Operating Procedure for Conservation Easements, and approval of the amendment from the California Department of Justice.

4. Approval of Conservation Activities. TNC would like to perform the following conservation activities on the Property in the areas labeled "Conservation Activity Areas" on the aerial photo attached hereto and incorporated herein as **Exhibit B** ("Conservation Activities Map"): (a) seed with rare, threatened, and endangered species present in the Ramona Grasslands; (b) place up to five (5) grazing enclosures totaling no more than three (3) acres in size at any one time around the vernal pools in Conservation Activities Areas and manage such area(s) for the benefit of the vernal pool habitat; (c) take actions to reduce thatch and standing plant biomass, including mowing, raking and placement of salt licks to attract cattle away from the Conservation Activity Areas shown on the Conservation Activities Map: and (d) take actions to enhance habitat for burrowing owls, including installing and maintaining artificial burrows. The District hereby gives its consent under Section 5.3 of the Easement Amendment for TNC to perform these conservation activities on the Property. TNC will coordinate such activities with the District staff to ensure the activities do not unreasonably interfere with the District's Effluent Management Operations.

5. One-Time Amendment. The parties agree that the terms of the Easement Amendment being negotiated through this process are intended to be the final terms for an amendment of the Conservation Easement on the Property, and the parties do not intend that the Conservation Easement will need to be amended or modified in the future. The District acknowledges that TNC's willingness to consider an amendment at this time does not imply and shall not be construed to indicate that TNC will consider or agree to another amendment in the future.

6. District's Representations and Warranties. The District hereby represents, warrants, and covenants to TNC as provided below, all of which shall remain accurate as of the recordation of the Easement Amendment and shall survive the recordation of the Easement Amendment. The truth and accuracy of each of the District's representations and warranties, and the performance of all covenants of the District contained in this Agreement, are conditions precedent to recordation of the Easement Amendment.

a. The District is the sole owner of the Property and has full right to complete the transaction contemplated in this Agreement. This Agreement is, and all instruments, documents and agreements to be executed and delivered by the District in connection with this Agreement constitute valid, binding and enforceable obligations of the District and do not violate any provision of any agreement or judicial order to which the District is a party or to which the District is subject. To the best of the District's knowledge, there are no judgments, actions, decrees or other legal restraints or causes of action that

would prevent or prohibit the District from consummating the transactions contemplated in this Agreement.

b. The District has good and marketable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, or other matters, except as disclosed in the title insurance issued for the Conservation Easement.

c. There is no pending or threatened litigation relating to the Property or any part thereof or to the District's right to enter into this Agreement and/or to consummate the transactions contemplated under this Agreement.

7. No Tax Deduction Claim. In connection with the transaction contemplated by this Agreement, District hereby represents and warrants that it does not intend to claim any income tax deduction arising from this easement amendment transaction for any reason. The District acknowledges it has not relied upon any representation, express or implied, made by or on behalf of TNC concerning the possible tax consequences of this transaction. TNC hereby advises the District to seek their own professional advice regarding the proposed amendment transaction and any related tax consequences.

8. Escrow. Following the Effective Date, TNC will establish an escrow ("Escrow") with First American Title Insurance Company located at 4380 La Jolla Village Drive, Suite 200, San Diego, CA 92122 ("Escrow Holder"). The provisions of this Agreement will constitute joint escrow instructions to Escrow Holder; provided, however, that the parties will execute such additional instructions as requested by Escrow Holder not inconsistent with the provisions of this Agreement.

9. Closing and Recording. The Escrow Holder shall record the Easement Amendment once it: (a) receives a fully executed Amended Easement and readily available funds from the District in the amount of the estimated Escrow Fees (as estimated by the Escrow Holder) and the $60,000 required pursuant to Sections 2(c) and 2(d) above, and (b) is prepared to re-issue or provide an endorsement of TNC's existing title policy for the Conservation Easement to include reference to the recorded Easement Amendment, with no new encumbrances since those shown on the title insurance policy issued for the Conservation Easement unless approved by TNC. Following recordation of the Easement Amendment, Escrow Holder shall disburse to TNC the $60,000. If the estimated Escrow Fees exceed the actual Escrow Fees, the Escrow Holder shall return the difference to the District; if the actual Escrow Fees exceed the estimated Escrow Fees, the District shall be responsible for payment of the difference to the Escrow Holder.

10. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Agreement and the Easement Amendment, all of which are merged herein. No alteration or variation of this Agreement shall be valid or binding unless contained in a written amendment signed by the parties.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument.

12. Authority. Each person executing this Agreement on behalf of a party represents that such person has the requisite authority to bind the party on whose behalf he or she is signing this Agreement and that all requisite approvals of such party have been obtained.

13. Interpretation. This Agreement shall be construed in accordance with its fair meaning and shall not be construed against any party on the basis that that party prepared this instrument. All parties have had the opportunity to consult counsel and understand the terms of this Agreement and the consequences of executing it.

14. Exhibits and Recitals. Each of the Exhibits referenced in this Agreement is attached hereto and incorporated herein. All recitals in this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below.

DISTRICT:	**TNC:**
Ramona Municipal Water District, a California municipal water district formed, organized and operating under California Water Code section 71000 *et seq.*	The Nature Conservancy, a District of Columbia nonprofit corporation
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Exhibit A

EASEMENT AMENDMENT

[The Restated and Amended Grant Deed of Conservation Easement underlies this Exhibit A cover page]

Exhibit "A"

Conservation Easement

Parcel 1

That portion of Rancho Santa Maria in the East Half of Section 13, Township 13 South, Range 1 West, San Bernardino as shown Record of Survey No. 20044 recorded on January 11, 2008 as File No. 2008-0013697 in the Office of the County Recorder of San Diego County, described in Grant Deed recorded August 27, 2008 as Document No. 2008-0459100 in the Office of the County Recorder of Said County, in the State of California and described as follows:

Commencing at southeast corner of said Section 13 as shown on said Record of Survey 20044; thence along the East Line of said Section 13, N 00°17'15" E a distance of 2187.23 feet to angle point in said East Line and that parcel described in said Grant Deed as shown on said Record of Survey 20044 and the TRUE POINT OF BEGINNING; thence continuing along said East Line and the east line of said Grant Deed N 00°17'15" E a distance of 466.60 feet; thence continuing along said East Line and the east line of said Grant Deed N 00°17'15" E a distance of 340.91 feet; thence leaving said East Line and said Grant Deed, N 89°41'50" W a distance of 160.00 feet; S 00°18'10" W a distance of 160.97 feet; thence N 89°41'50" W a distance of 681.31 feet; thence S 04°21'44" W a distance of 203.53 feet; thence S 39°59'36" W a distance of 331.22 feet to the northerly line of said Exception Parcel in said Grant Deed as shown on said Record of Survey 20044; thence along said northerly line, S 79°41'00" W a distance of 1084.91 feet to the POINT OF BEGINNING.

Said Easement contains 544,296.41 sq. ft. (12.4953 acres), more or less

Parcel 2

That portion of Rancho Santa Maria in the East Half of Section 13, Township 13 South, Range 1 West, San Bernardino as shown Record of Survey No. 20044 recorded on January 11, 2008 as File No. 2008-0013697 in the Office of the County Recorder of San Diego County, described in Grant Deed recorded August 27, 2008 as Document No. 2008-0459100 in the Office of the County Recorder of Said County, in the State of California and described as follows:

Beginning at southeast corner of said Section 13 as shown on said Record of Survey 20044; thence along the East Line of said Section 13, N 00°17'15" E a distance of 1171.96 feet to angle point in said East Line and that parcel described in said Grant Deed as shown on said Record of Survey 20044; thence leaving said East Line of said Section 13 along the southerly line of the Exception Parcel in said Grant Deed as on said Record of Survey 20044, N 79°41'02" W a distance of 1570.61 feet to an angle point in said Exception Parcel; thence leaving said southerly line, along the westerly line of said Exception Parcel as shown on said Record of Survey 20044 N 10°18'54" E a distance of 20.26 feet; thence leaving said westerly line N 89°29'55" W a distance of 1086.71 feet to the west line of said East Half of Section 13; thence along the said west line of the East Half of Section 13, S 00°21124" W a distance of 1420.43 feet to the south line of said Section 13; thence leaving said west line along the said south line of Section 13, S 89°38'41" E a distance of 2631.88

feet to the POINT OF BEGINNING.

Said Easement contains 3,550,173.18 sq. ft. (81.5008 acres), more or less

Parcel 3

That portion of Rancho Santa Maria in the East Half of Section 13, Township 13 South, Range 1 West, San Bernardino as shown Record of Survey No. 20044 recorded on January 11, 2008 as File No. 2008-0013697 in the Office of the County Recorder of San Diego County, described in Grant Deed recorded August 27, 2008 as Document No. 2008-0459100 in the Office of the County Recorder of Said County, in the State of California and described as follows:

Beginning at northeast corner of said Section 13 as shown on said Record of Survey 20044; thence along the East Line of said Section 13, S 00°18'10" W a distance of 640.00 feet; thence leaving the said east line of Section 13, N 82°48'11" W a distance of 2200.00 feet;

Thence S 21°51'43" W a distance of 770.00 feet; thence S 00°21'12" W a distance of 980.00 feet; thence S 89°38’48" E a distance of 580.00 feet; thence S 00°21'12" W a distance of 750.00 feet; thence N 89°38’48" W a distance of 740.00 feet to the west line of the East Half of said Section 13; thence along the said west line of the East Half of Section 13, N 00°21'12" E a distance of 2840.00 feet to the North One Quarter Corner of said Section 13; thence leaving said west line of Section 13, along the north line of said Section 13, S 89°18'09" W a distance of 2626.12 feet to the POINT OF BEGINNING.

Said Easement contains 2,226.852.70 sq. ft. (51.1215 acres), more or less

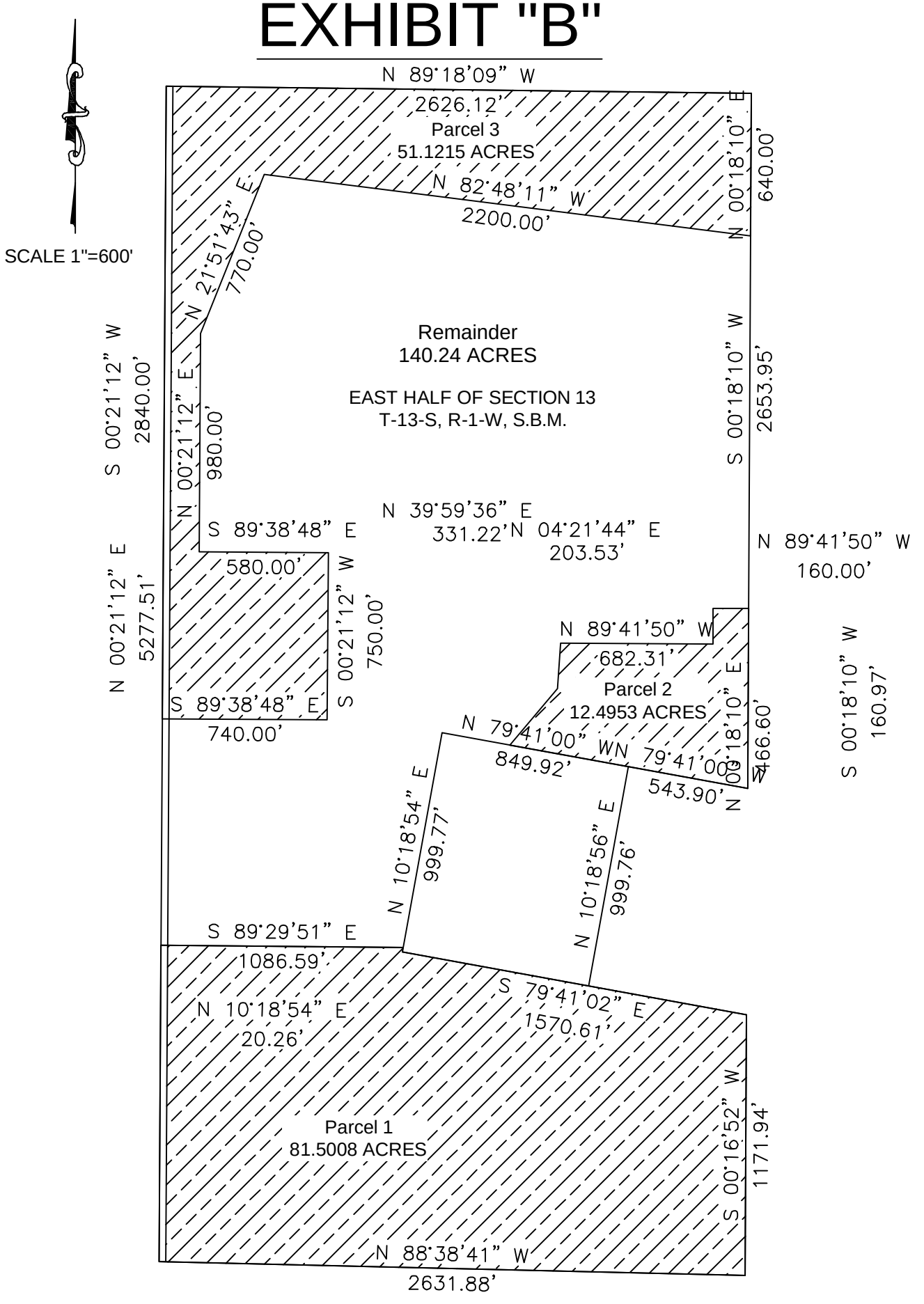
_____

Jaime A. Taynor, LS 7130
May 26, 2020

Exhibit B

CONSERVATION ACTIVITIES MAP

EXHIBIT "B"


SCALE 1"=600'
N 89°18'09" W
2626.12'
Parcel 3
51.1215 ACRES
N 82°48'11" W
2200.00'
N 00°18'10" E
640.00'
N 21°51'43" E
770.00'
Remainder
140.24 ACRES
EAST HALF OF SECTION 13
T-13-S, R-1-W, S.B.M.
S 00°21'12" W
2840.00'
N 00°21'12" E
980.00'
S 00°18'10" W
2653.95'
N 39°59'36" E
331.22'
N 04°21'44" E
203.53'
S 89°38'48" E
580.00'
N 89°41'50" W
160.00'
N 00°21'12" E
5277.51'
S 00°21'12" W
750.00'
N 89°41'50" W
682.31'
Parcel 2
12.4953 ACRES
S 89°38'48" E
740.00'
N 79°41'00" W
849.92'
N 79°41'00" W
543.90'
N 00°18'10" E
466.60'
S 00°18'10" W
160.97'
N 10°18'54" E
999.77'
N 10°18'56" E
999.76'
S 89°29'51" E
1086.59'
N 10°18'54" E
20.26'
S 79°41'02" E
1570.61'
Parcel 1
81.5008 ACRES
S 00°16'52" W
1171.94'
N 88°38'41" W
2631.88'


Conservation Activity Areas
Remainder
Property
N
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

RAMONA MUNICIPAL WATER DISTRICT

AGENDA MEMO

Agenda Item No. F.1.
Regular Board Meeting of October 13, 2020

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA 92065

RE: DISCUSSION AND POSSIBLE ACTION, INCLUDING INPUT FROM THE FIRE AD HOC COMMITTEE, TO AUTHORIZE THE GENERAL MANAGER TO SIGN A FIRE AGREEMENT FOR COOPERATIVE SERVICES AND USE OF FIRE PROTECTION FUNDS BETWEEN THE DISTRICT AND THE COUNTY OF SAN DIEGO THAT INCLUDES THE USE OF COUNTY FIRE PROTECTION FUNDS

Members of the Board:

Purpose

Discussion and possible action including input from the Fire Ad Hoc Committee to authorize the General Manager to sign a Fire Agreement for Cooperative Services and Use of Fire Protection Funds (Agreement) between the Ramona Municipal Water District (District) and the County of San Diego that includes use of County Fire Protection Funds.

Background

At the September 8, 2020 District Board of Directors (Board) meeting the Board established a Fire Ad Hoc committee to make recommendations to the full Board on the Agreement between the District and County of San Diego. This Agreement had been discussed between these two entities for several months and was delayed in being brought forward for Board consideration given the impact of COVID-19 to both governmental bodies.

Discussion

The Agreement is proposed to last for 4.75 years, would be retroactively effective starting October 1, 2020, and last through June 30, 2025. The Agreement is intended to ensure interoperability between the two agencies in providing local fire protection services, which includes payment directly to and cost offsets from the County to the benefit of the District (noted below). This interoperability will help ensure the Ramona area, and directly surrounding areas, are covered from a fire protection standpoint. Importantly, this Agreement memorializes current working relationships and services provided by the District and would not require an alteration of current practices.

Services provided under this Agreement allow for District fire engines to respond to calls in surrounding County Service Area – 135 (CSA 135), while County fire engines can respond to calls in the Ramona service area, including backfilling Ramona Fire Stations with fire engines and personnel where needed. This methodology includes "automatic aid" in the protection of life and property from fire, and in firefighting for the residents and visitors of both areas. With the increased threat of wildfires in Ramona and the general area, both parties will be better prepared for fire seasons and potential fire service-related emergencies.

The District also would receive benefits from the County under this Agreement to help the Ramona Fire Department. These benefits include access to regional training facilities, voluntary reserve firefighter use to enhance staffing levels, use of County reserve engines if required, and access to relevant County technical staff/services.

The Fire Ad Hoc Committee, consisting of Directors Ace and Hickle, met with District and County staff to review the contents of the Agreement. Following a fruitful meeting that included weighing the Agreement provisions and potential impacts to Ramona, the Fire Ad Hoc Committee made the recommendation to have the full Board consider the Agreement as soon as possible. The Fire Ad Hoc Committee will be dissolved following completion of this specific task.

There are additional options to terminate this Agreement early for convenience should the need arise, with 120 days' notice required to utilize the termination provisions.

Fiscal Impact

The Agreement provides numerous financial benefits to the District in three distinct areas, including 1) direct payment to the District, 2) District CAL Fire "Schedule A" fire protection Agreement cost offsets paid for by the County, and 3) access to enhanced County resources at no cost to the District.

The direct payments to the District are memorialized in Exhibit B "Payment Schedule" of the Agreement. These payments start with a prorated $250,000 for the first year of the Agreement, for ¾ of a year including in the Agreement ($250,000 x ¾ = $187,500). This direct payment escalates by 5% annually, based on that annual value of $250,000, and last year Agreement value of $303,876. This total 5-year direct payment to the District is $1,318,907.

Indirect payments offset the noted District CAL Fire Schedule A Agreement costs, where the County will pay for 1.5 Full Time Equivalent Communication Operators (Dispatchers) directly to the State on behalf of the County. This costs for the current FY2020/21 are $205,000 annually. With an assumed 5% annual increase in CAL Fire Schedule A costs given historical trends, this value escalates 5% per year which totals $249,709 in the last year of the Agreement (FY2024/25). This total 5-year indirect payment to the District is estimated to be $1,135,164. Total direct and indirect Agreement value to the District is the combination of these two figures totals an estimated $2,454,071.

Recommendation

Staff respectively recommends the Board authorize the General Manager to sign a Fire Agreement for Cooperative Services and Use of Fire Protection Funds between the District and the County of San Diego that includes the use of County Fire Protection Funds.

Prepared by: Craig Schmollinger, Chief Financial Officer

Submitted by: David Barnum, General Manager

Attachment 1: County and District Fire Cooperative Services and Use of Fire Protection Funds Agreement Pages 4-14

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE RAMONA MUNICIPAL WATER DISTRICT FOR COOPERATIVE SERVICES AND USE OF FIRE PROTECTION FUNDS

This Agreement is entered into by and between the County of San Diego ("County"), a political subdivision of the State of California with its administrative headquarters at 1600 Pacific Highway, San Diego, California 92101, and Ramona Municipal Water District ("District"), with its headquarters located at 105 Earlham Street, Ramona, CA 92065. Each shall be referenced herein as "Party" or collectively as "Parties".

RECITALS

WHEREAS, District provides fire protection and important health and safety services to the residents and their property in certain unincorporated areas of San Diego County;

WHEREAS, District has entered into a Cooperative Agreement for fire protection service with California State Department of Forestry and Fire Protection ("CAL FIRE") to provide fire protection services,

WHEREAS, the Parties desire to maximize use of existing resources, create cost containment opportunities, maintain local control, and continue to deliver fire and emergency medical services at a high level of service,

WHEREAS, on June 19, 2018, Minute Order No. 7, the County Board of Supervisors authorized the Director of Purchasing and Contracting to negotiate new contracts, amend existing contracts, and enter into contracts with fire protection districts to improve fire protection and emergency response services in their areas,

WHEREAS, the Parties desire to set forth the terms and conditions on which County will provide funds to District, and

WHEREAS, the terms and conditions shall be set forth in this Agreement and the accompanying exhibits, by reference incorporated herein: Exhibit A, Statement of Work; Exhibit B, Payment Schedule; Exhibit C, District's Agreement with CAL FIRE; and Exhibit D Cooperative Services.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. **Term.** This Agreement shall be effective as of October 1, 2020 and end on June 30, 2025.

2. **Performance of Work**. The Parties shall perform their respective work and cooperate as described in the Statement of Work, attached as Exhibit A to this Agreement.

2.1. **Independent Contractor – District**. District is, for all purposes arising out of this Agreement, an independent contractor, and neither District nor District's employees shall be deemed to be County employees. In no event shall District or District's employees be entitled to any benefits to which County employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, and injury leave or

other leave benefits. County's interest is that District use County Funds for the purpose specified in Exhibit A, Statement of Work. District shall complete this Agreement according to District's own means and methods of work, which shall be in the exclusive charge and control of District and shall not be subject to control or supervision of County, except as to the purpose for which County Funds are used.

2.2. **Independent Contractor – County**. County is, for all purposes arising out of this Agreement, an independent contractor, and neither County nor County's employees/volunteers shall be deemed to be District employees. In no event shall County or County's employees/volunteers be entitled to any benefits to which District employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits. District's interest is that County will provide services as specified in Exhibit A and cooperate with District for the purpose specified in Appendix A. County shall complete this Agreement according to County's own means and methods of work, which shall be in the exclusive charge and control of County and shall not be subject to control or supervision of District.

3. **Compensation.**
Upon execution of this Agreement, County agrees to reimburse District's costs for specified services under a Schedule A Public Resources Code Section 4142 contract with CAL FIRE (Exhibit D). County will pay in arrears for actual costs for staffing specified in this Agreement and is precluded from making payments prior to receipt of services.

The budget for the work specified in Exhibit A is contained in Exhibit C, Payment Schedule. District shall provide and maintain an accounting and financial support system to monitor and control costs to assure completion of the Agreement. Under no circumstances shall County be obligated to pay District funds exceeding the amount specified in Exhibit C.

3.1. **Payment**. During the term of this Agreement, County shall pay District for staffing specified in Exhibit A, for the amounts specified in Exhibit B.

3.2. **Availability of Funds**. County's obligation for payment under this Agreement beyond the current fiscal year is contingent upon the availability of funds from which payment can be made. No legal liability on the part of County shall arise for payment beyond June 30 of the calendar year unless funds are designated by County and made available for such performance.

3.3. **Reduction in Funds**. County shall have the right to terminate this Agreement or reduce compensation and service levels proportionately upon one-hundred-twenty (120) days' written notice to District in the event that federal, state, or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, the Parties shall meet within ten (10) business days' written notice to renegotiate this Agreement based upon the modified level of funding. If no agreement is reached between the Parties within 10 business days of the first meeting, either Party shall have the right to terminate this Agreement within ten (10) business days' written notice of termination.

4. **Termination for Cause.** Upon District's breach of this Agreement, County may terminate this Agreement by giving District written notice of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. As of the effective date of

termination, County shall have no obligation to make any further payments to District, irrespective of the amount of expenditures made by District. In no event shall District be entitled to any loss of profits on the portion of this Agreement so terminated, or to any other consequential damages, compensation, benefits, reimbursements, or ancillary services other than as herein expressly provided.

5. **Termination for Convenience.** Either Party may terminate this Agreement by giving 120 days' written notice to the other Party.

6. **Compliance with All Laws and Regulations.** The Parties shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA).

7. **Assignment and Successors.** Neither Party shall assign or transfer any interest in this Agreement without the prior written consent of the other party. Subject to this limitation, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

8. **Indemnity and Insurance.**

8.1. **Claims Arising from Sole Acts or Omissions of County**. County shall defend and indemnify District, its agents, officers, and employees, from any claim, action, or proceeding against District arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. District shall notify County promptly of any claim, action, or proceeding and cooperate fully in the defense.

8.2. **Claims Arising from Sole Acts or Omissions of District.** District shall defend and indemnify County, its agents, officers, and employees from any claim, action, or proceeding against County arising solely out of the acts or omissions of District in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action, or proceeding, but such participation shall not relieve District of any obligation imposed by this Agreement. County shall notify District promptly of any claim, action, or proceeding and cooperate fully in the defense.

8.3. **Claims Arising from Concurrent Acts or Omissions.** County hereby agrees to defend itself, and District hereby agrees to defend itself, from any claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.E of this Agreement.

8.4. **Joint Defense.** Notwithstanding paragraph 9.C above, in cases where the Parties agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts,

except as provided in paragraph 9.E of this Agreement. The Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties.

8.5. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8.6. **Insurance**. Prior to execution of this Agreement, District must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such Party hereunder. Minimum policy limits shall in no way limit District's indemnification obligations.

9. **Meet and Confer.** Either Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved and requesting a Meet and Confer. Said notice shall suggest a date and time for the meeting, which shall be held not less than fifteen (15) business days after the notice is delivered, unless the Parties agree in writing that there is a good cause to extend this time limit. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) days, then the Meet and Confer obligation imposed under this paragraph 10 shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies herein, unless the reason for such failure to Meet and Confer is the refusal of the Party asserting a claim against the other to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

10. **Governing Law and Jurisdiction.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California without regard to choose of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California.

11. **Authority to Enter into Agreement**. Each Party warrants that is has the authority to enter into this Agreement by its respective governing body.

12. **Audit and Inspection of Records**. District shall maintain such records and make available all records required by County's Contract Administrator relative to this Agreement to enable County to determine whether District is using County Funds properly. At any time during normal business hours and as often as County may deem necessary, District shall make available for examination to County all of its records with respect to all matters related to this Agreement and shall permit County to audit, examine, copy, and make excerpts or transcripts from such records, and audit all invoices, materials, payrolls, records of personnel, and other data regarding all matters related to this Agreement. Unless otherwise specified by County, District's records shall be made available for examination in San Diego County. District shall maintain such records in an accessible location and condition for a period of not less than four years following receipt of County funds under this Agreement unless County agrees in writing to an earlier disposition. The State of California and any federal agency having an interest in the use of County funds shall have the same rights as those conferred on County by this Paragraph 12.

13. **Audit Costs**. District shall reimburse County for all costs incurred to investigate and audit District's performance under this Agreement if District is subsequently found to have violated the terms of this Agreement. Reimbursement shall include all direct and indirect expenditures to conduct the investigation or audit. County may deduct all such costs from any amounts not yet paid by District under this Agreement.

14. **Contract Administration**. The District Chief Financial Officer shall administer this Agreement on behalf of District. County's Contracting Officer's Representative ("COR") shall administer this Agreement on behalf of County. The Parties may change their contract administrator by giving prior written notice to the other Party of the name and address of the new contract administrator.

    County has designated the following individual as the COR:

DISTRICT:	COUNTY:
Craig Schmollinger, Contracting Officer	Julie Benner, Administrative Analyst
105 Earlham Street	5510 Overland Ave, Suite 100
Ramona, CA 92065	San Diego, CA 92123
Tel: (760) 789-1330	Tel: (858) 715-2208
cschmollinger@rmwd.org	Julie.Benner@sdcounty.ca.gov

15. **No Waiver**. No failure, inaction, neglect, or delay by a Party in exercising any of its rights under this Agreement shall operate as a waiver, forfeiture, or abandonment of such rights or any other rights under this Agreement.

16. **Notice**. Any notice required or permitted to be given pursuant to this Agreement shall be personally served by the Party giving notice or shall be served by certified mail. Notice shall be sufficient if personally served on or sent by certified mail, postage prepaid, addressed to:

DISTRICT:	COUNTY:
David Barnum, General Manager	Herman Reddick, Director
Ramona Municipal Water District	San Diego County Fire Authority
105 Earlham Street	5510 Overland Avenue, Suite 250
Ramona, CA 92065	San Diego, CA 92123
Tel: (760) 789-1330	Tel: (858) 974-5999

17. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all previous oral or written understandings, representations or agreements related to the subject matter of this Agreement. This Agreement may not be changed except by written amendment signed by both Parties.

18. **Acknowledgement of Funding.** District shall identify County as the source of funding or, if applicable, one of the sources of funding in any public announcements that are made regarding District's fire services. Acknowledgement of County's funding role, for example, should be included in publicity materials related to the fire services. In addition, District shall apprise County of any future special events related to District's fire services for which District uses County Funds provided under this Agreement so that County can determine what, if any, role it should play in the special event.

19. **Hiring of County Employees**. District shall not hire any County employee to implement any part of this Agreement for which County is providing funds, except may be required by Exhibit A, without the prior written approval of County. County acknowledges that District and County are parties to a separate agreement known as the "Agreement Between the County of San Diego and the Ramona Municipal Water District for Fire Prevention Services Collaboration" and this Paragraph 19 does not prohibit that separate agreement.

20. **Paragraphs That Survive Termination**. If this Agreement is terminated for any reason pursuant to Paragraphs 3.3, 4, or 5 or after the Term expires, Paragraphs 3, 8, 10, 12, 13, 15 and 17 shall survive and remain in effect.

IN WITNESS HEREOF, the Parties have executed this Agreement on the date of the last signature below.

RAMONA MUNICIPAL WATER DISTRICT

By: _____
DAVID BARNUM, General Manager

Date _____

COUNTY OF SAN DIEGO

By:

_____
JACK PELLEGRINO, Director Department of Purchasing and Contracting

Date _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Suedy Alfaro, Senior Deputy County Counsel

Date: _____

EXHIBIT A
STATEMENT OF WORK

A. DISTRICT SERVICES. During the term of this Agreement, District shall:

1. Maintain a CAL FIRE Schedule A 4142 contract to support services in the County areas of San Pasqual Valley, Cedar Creek Falls, and Highway 67 (Island #2) and areas that surround the District.

2. Staff as follows:

   2.1 Ensure a minimum of three CAL FIRE staff on Engine Company #80 per shift. This staffing shall be Fire Captain, Fire Apparatus Engineer and Firefighter.

   2.2 Provide cross-staffing resources for County-provided Urban Search and Rescue apparatus.

   2.3 Allow County volunteer reserve firefighters to ride along on District apparatus for training/mentoring at no expense to District.

3. Pay for any CAL FIRE Schedule A 4142 costs incurred by District's request for or approval of such services that exceed County's contribution.

4. Agree to a Boundary Drop between District and County and allow for interoperability between CSA 135 and District to maximize fire and emergency medical service responses within District and County.

   4.1. Allow County to utilize District resources as part of a closest resource concept while ensuring that District remains covered for responses within District.

   4.2. Allow County resources to provide coverage to District under closest resource concept when needed.

5. Make efforts to utilize San Diego County Fire Authority Operational Policies, Procedures, and Standards within District, where appropriate, while performing duties under the scope of this Agreement.

B. COUNTY SERVICES. During the term of this Agreement County shall:

1. Agree to a Boundary Drop among the Parties and allow for interoperability between CSA 135 and District to maximize fire and emergency medical service responses within District and County.

   1.1. Allow District to utilize County resources as part of a closest resource concept while ensuring that District remains covered for responses within District.

   1.2. Allow District resources to provide coverage to CSA 135 under closest resource concept when needed.

2. Provide funding to staff the following positions at Station 80 during the term of this Agreement:

   2.1 County shall provide funding directly to CAL FIRE for one half (.5) FTE Fire Captain Paramedic as a position included in District's Schedule A 4142 Contract with CAL FIRE.

EXHIBIT A
STATEMENT OF WORK (continued)

2.2 County shall provide funding directly to CAL FIRE for one and a half (1.5 FTE) for Communication Operators as positions included in District's Schedule A 4142 Contract with CAL FIRE (may not be directly located at Station 80).

2.3 County shall provide funding for one Fire Captain FTE to function as a US&R Coordinator

2.4 County shall provide $25,000 for operational expenses related to the Urban Search and Rescue Company for fiscal year 20/21 with a 5% escalation for each year thereafter.

2.5 Funding to be provided by the County shall be reflected in the attached Exhibit B Payment Schedule.

3. Provide all necessary personal protective equipment and worker's compensation insurance for County volunteer reserve firefighters participating in District operations.

4. Provide resources as appropriate to allow District to utilize San Diego County Fire Authority operational policies, procedures, and standards, including, but not limited to, the examples identified in Exhibit D.

5. Utilization of a San Diego County Fire Urban Search and Rescue Vehicle. County shall maintain and pay all fleet maintenance costs for the Urban Search and Rescue Vehicle at Station 80.

6. As available, utilization of County Fire funded support services such as:

6.1 Training Bureau and Facilities (San Marcos Regional Training Tower and our Training Center)
6.2 Geographic Information System (GIS) Analyst
6.3 Strategic Planning and Data Analysis
6.4 911 dispatch services to all East Zone Fire Agencies that participate in a Regional Boundary DropSystem
6.5 Use of County reserve engine
6.6 Information Technology Staff

EXHIBIT B
PAYMENT SCHEDULE

County funding for the following amounts, subject to the terms of this agreement:

Fiscal Year	EXPENDITURES
October 1, 2020 – June 30, 2021	$187,500
July 1, 2021 – June 30, 2022	$262,500
July 1, 2022 – June 30, 2023	$275,625
July 1, 2023 – June 30, 2024	$289,406
July 1, 2024 – June 30, 2025	$303,876
GRAND TOTAL	**$1,318,907**

EXHIBIT C

RAMONA MUNICPAL WATER DISTRICT AGREEMENT WITH CAL FIRE

Exhibit D
COOPERATIVE SERVICES

District currently experiences opportunities to cooperate with other fire agencies through its Agreement with CAL FIRE. County will offer District access to County services to provide seamless operations, including, but not limited to, the following:

TRAINING

a. County-owned or contracted training facilities.
b. County online Training and Records Management System.
c. County established training standards, curriculum, and lesson plans.
d. County master training schedule and participate in multi-company drills.
e. County training bureau to monitor annual training requirements and attendance to ensure annual State and Federal training mandates are met.
f. County training bureau to ensure that all firefighters are instructed in the same firefighter techniques, evaluate training effectiveness, and periodically review training records for completeness.
g. Represent District at Zone and County training activities and meetings if requested by District.

EMERGENCY MEDICAL SERVICES (EMS)

a. County-established maintenance standards for equipment used to deliver EMS.
b. County Quality Assurance Program.

OPERATIONAL STANDARDS and ADMINISTRATIVE SUPPORT

a. County Standard Operating Procedures.
b. County Standards for fire equipment and tools.
c. County support for emergency planning and pre-fire plans.
d. County Data Analysis Unit.
e. County Geographic Information System (GIS) services.
f. County Strategic Planning Bureau.

FLEET SERVICES

a. County Fleet Bureau to coordinate maintenance of District apparatus, if requested by District.
b. County-developed apparatus standards.

RAMONA MUNICIPAL WATER DISTRICT
AGENDA MEMO

Agenda Item No. F.2.
Regular Board Meeting of October 13, 2020

Jim Robinson, President
and Members of the Board of Directors
Ramona, CA 92065

RE: TWO ACTIONS REQUESTED: 1) CONSIDERATION REGARDING AND AUTHORIZATION FOR THE GENERAL MANAGER TO SIGN A NEW FIRE PREVENTION SERVICES COLLABORATION AGREEMENT WITH THE COUNTY OF SAN DIEGO AND, 2) DISCUSSION AND POSSIBLE ACTION TO INTRODUCE AND CONDUCT THE FIRST READING BY TITLE ONLY OF AND TO SET A DATE FOR PUBLIC HEARING FOR ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S LEGISLATIVE CODE CHAPTER 5.28 WHICH INCLUDES ADOPTING BY REFERENCE THE COUNTY'S DEFENSIBLE SPACE FOR FIRE PROTECTION ORDINANCE.

Members of the Board:

Purpose

Two actions are requested: 1) consideration regarding authorization for the General Manager to sign a new Fire Prevention Services Collaboration Agreement with the County of San Diego, and 2) discussion and possible action to introduce and conduct the first reading of and to set a date for public hearing for adoption of an Ordinance amending the District's Legislative Code Chapter 5.28 which includes adopting by reference the County's Defensible Space for Fire Protection Ordinance.

Background

Prior to December 2015, the District performed fire prevention services "in-house" through District staff conducting building plan reviews and inspections based out of the Administrative Office at 105 Earlham Street in Ramona.

Through execution of a Fire Prevention Services Collaboration Agreement ("Agreement") with the County of San Diego Fire Authority ("Fire Authority"), those building plan reviews and inspections were contracted for beginning in December 2015. By contracting for those services, the District was able to maintain an adequate level of service while reducing costs. Services are currently being performed based out of the County Operations Center in the City of San Diego, which is a central hub for Building services provided by the County of San Diego.

The current Agreement had an expiration date of June 30, 2020, which was extended for three-months at the July 2020 Board meeting. The District and Fire Authority have been working earnestly to finalize terms for a new Agreement (Attachment 1).

Discussion

The District and Fire Authority began conversations on parameters for a new Agreement in January 2020. There are a few key Agreement components where both parties were working towards resolution; however due to the COVID-19 pandemic additional time was needed to finalize those components.

The District and Fire Authority have been working diligently during this three-month extension period and have come up with administratively agreeable terms for the Board's consideration. This new Agreement includes substantially similar provisions as the current Fire Prevention Services Collaboration Agreement, with an added benefit to the District of the County taking over fire inspections in the District's service area. The result of shifting this workload should reduce the strain of fire prevention inspections on Ramona Fire Department staff, freeing them up for emergency service responses and other duties.

Additionally, the County is requesting that the District Board consider adopting the County's Defensible Space Ordinance in its sole discretion. If the District does adopt the ordinance, the County will be able to enforce both defensible space and forced abatement procedures as outlined in the Agreement. If the District does want to adopt the County's Defensible Space Ordinance, amendments to the District's Legislative Code Chapter 5.28 are necessary. These amendments are highlighted as "Exhibit A" to the Ordinance amending this section of the Legislative Code (Attachment 2). Also attached for reference is the County Defensible Space Ordinance as Attachment 3. If the District adopts the Ordinance, the provisions of the County's Defensible Space Ordinance would be effective solely for the purposes of the County enforcement of their specific responsibilities under the proposed Agreement. If the Board does not adopt the Ordinance, then the County will not be required to administer the Defensible Space Ordinance within the District's service area. If the District wants to adopt the Ordinance, it requires one Board meeting to introduce the Ordinance and conduct the first reading by title only and then the Board will set a public hearing for the November 10 Board meeting to allow the Board to consider adoption of the Ordinance.

If approved the proposed Agreement would be retroactively effective October 1, 2020 and terminate June 30, 2025. There are additional options to terminate this Agreement early for convenience should the need arise, with 120 days' notice required to utilize the termination provisions.

The first reading of relevant Ordinance could occur today with a request to set the public hearing for the second reading and adoption at the November 10, 2020 Board meeting.

Fiscal Impact

No impact. Agreement costs have been included in the Adopted FY2020/22 two-year Budget.

Recommendation

Staff respectfully recommends that the Board of Directors:
(1) Authorize the General Manager to sign a new Fire Prevention Services Collaboration Agreement with the County of San Diego; and
(2) Additional discussion and possible action is requested for the Board to consider introducing the attached Ordinance by title only, with a waiver of the full reading of the Ordinance, and to set November 10, 2020 as the date for a public hearing to consider adoption of the Ordinance amending the District's Legislative Code Chapter 5.28 which includes adopting by reference the County's Defensible Space for Fire Protection Ordinance.

Prepared by: Craig Schmollinger, Chief Financial Officer

Submitted by: David Barnum, General Manager

ATTACHMENTS:

Attachment 1	Fire Prevention Services Collaboration Agreement	Page 4 - 11
Attachment 2	Ordinance - First Reading Amending Chapter 5.28 of the District's Legislative Code to Adopt by Reference the Specified Provisions of the County Code.	Page 12 - 22
Attachment 3	County Defensible Space Ordinance	Page 23 - 26

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE RAMONA MUNICIPAL WATER DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

This Agreement ("Agreement") is entered into by and between the County of San Diego ("County"), a political subdivision of the State of California with its administrative headquarters at 1600 Pacific Highway, San Diego, California, 92101, and the Ramona Municipal Water District ("District"), with its headquarters located at 105 Earlham Street, Ramona, CA 92065. Each shall be referenced herein as "Party" or collectively as "Parties".

RECITALS

WHEREAS, District provides fire protection, prevention and important health and safety services to the residents and their property in certain unincorporated areas of the County;

WHEREAS, County and San Diego County Fire Authority ("SDCFA") are authorized to support the District's efforts in providing fire protection, prevention, and emergency response services;

WHEREAS, District has adopted the California Fire Code, as amended by District, and the County Board of Supervisors has ratified District's amendments to the California Fire Code by adoption of an Ordinance creating the County Consolidated Fire Code;

WHEREAS, the Parties will mutually benefit from sharing the resources and expertise related to fire protection, prevention and emergency response services;

WHEREAS, the Parties seek to enter into an agreement that sets forth the terms and conditions upon which they will share fire protection, prevention and emergency response resources and exchange of funding; and

WHEREAS, this Agreement shall consist of the Agreement, Exhibit A, Statement of Work and Exhibit B, Payment Schedule.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. **Definition.** For the purposes of this Agreement, "Fire Prevention Services" shall include discretionary project review and processing, residential and commercial plan review and certain inspections and other functions as detailed in the scope of work set forth in Exhibit A, Scope of Work.

2. **Authority.** District authorizes the County Fire Warden, or his/her duly authorized representative, to exercise the duties of the District Fire Code Official on behalf of District, within the scope of work set forth in Exhibit A, Scope of Work.

3. **Payment.** During the term of this Agreement, District shall pay County the following amounts for Fire Prevention Services:

a. **Fire Prevention Services (excluding Forced Abatement)**. District shall reimburse County for the value of Fire Prevention Services (excluding Forced Abatement Services) in accordance with the payment schedule and amounts set forth in Exhibit B.

b. **Forced Abatement Services**. The cost of Forced Abatement Services are not included in the costs identified in Exhibit B. Forced Abatement Services will be billed by the County using hourly rates approved by the County Board of Supervisors, or, if there are no County Board of Supervisors approved rates, at a rate determined by the County Auditor in accordance with Board Policy to ensure full cost recovery. Bills for Forced Abatement Services will be combined with other billings submitted to District in accordance with Exhibit B. County may discontinue providing Forced Abatement Services if District fails to timely pay for services rendered. Any costs recovered from property owners through the abatement process shall be paid to District; provided, there are no outstanding amounts owed by District to County in which case County may take a setoff and pay any remaining funds to District.

4. **Conditions.** During the term of this Agreement, County shall assess, collect, and retain fees in accordance with County of San Diego Administrative Code Section 362.5, San Diego County Fire Authority, whether that code is applicable to District or not, for services provided to District pursuant to Exhibit A, Scope of Work.

5. **Term.** This Agreement is effective October 1, 2020 and shall expire on June 30, 2025. By mutual written agreement of both Parties, this Agreement may be extended for an additional period up to five (5) years.

6. **Termination.** Either Party may terminate this Agreement, with or without cause, upon 120 days' prior written notice to the other Party. This provision is in addition to and shall not be interpreted to limit termination rights otherwise granted to a party by this Agreement.

7. **Paragraphs That Survive Termination.** The following paragraphs of this Agreement shall survive its expiration or early termination and remain in effect: 9, 11, 14 and 17.

8. **No Assignment.** Neither Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party.

9. **Indemnity and Insurance.**

a. **Claims Arising from Sole Acts or Omissions of County.** County shall defend and indemnify District, its agents, officers, and employees, from any claim, action, or proceeding against District arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, District may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. District shall notify County promptly of any claim, action, or proceeding and cooperate fully in the defense.

b. **Claims Arising from Sole Acts or Omissions of District.** District shall defend and indemnify County, its agents, officers, and employees from any claim, action, or proceeding against County arising solely out of the acts or omissions of District in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action, or proceeding, but such participation shall not relieve District of any obligation imposed by this Agreement. County shall notify District promptly of any claim, action, or proceeding and cooperate fully in the defense.

c. **Claims Arising from Concurrent Acts or Omissions.** County hereby agrees to defend itself, and District hereby agrees to defend itself, from any claim, action, or proceeding arising out of the concurrent acts or omissions of County and District. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 9.E of this Agreement.

d. **Joint Defense.** Notwithstanding paragraph 9.C above, in cases where the Parties agree in writing to a joint defense, the Parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of the Parties. Joint defense counsel shall be selected by mutual agreement of the Parties. The Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 9.E of this Agreement. The Parties further agree that neither Party may bind the other to a settlement agreement without the written consent of both Parties.

e. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

f. **Insurance.** Prior to execution of this Agreement, District must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of County hereunder. Minimum policy limits shall in no way limit District's indemnification obligations. County's Risk Management may from time to time review the insurance or program of self-insurance provided and may require such additional insurance or insurance provisions as Risk Management deems necessary for County to continue to provide service. County may cease providing services if insurance or a program of self-insurance acceptable to Risk Management is not provided.

10. **Meet and Confer.** Either Party shall give the other, as soon as possible after the event giving rise to the concern, written notice setting forth, with specificity, the issues to be resolved and requesting a Meet and Confer. Said notice shall suggest a date and time for the meeting, which shall be held not less than fifteen (15) business days after the notice is delivered, unless the Parties agree in writing that there is a good cause to extend this time limit. Absent mutual consent of the Parties, if a noticed meeting fails to commence within the fifteen (15) day period, or if a reasonable attempt to schedule or reschedule the meeting has not been made within those fifteen (15) days, then the Meet and Confer obligation imposed under this paragraph 10 shall be deemed to have been satisfied and the Parties shall be free to pursue their rights and remedies herein, unless the reason for such failure to Meet and Confer is the refusal of the Party asserting a claim against the other to participate in the Meet and Confer, in which event said claim will be deemed to have been waived.

11. **Governing Law and Jurisdiction.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of California without regard to choice of law principles. Venue for any disputes shall be brought only in the state or federal courts located in San Diego County, California.

12. **Authority to Enter Into Agreement.** Each Party warrants that it has the authority to enter into this Agreement by its respective governing body.

13. **Contract Administration.** The SDCFA Director shall administer this Agreement on behalf of County. The District's General Manager shall administer this Agreement on behalf of District. The Parties may change their contract administrator by giving prior written notice to the other Party of the name and address of the new contract administrator.

14. **No Waiver.** No failure, inaction, neglect or delay by a Party in exercising any of its rights under this Agreement shall operate as a waiver, forfeiture or abandonment of such rights or any other rights under this Agreement.

15. **Performance of Work**. The Parties shall perform their respective work and cooperate as described in the Scope of Work, attached as Exhibit A to this Agreement.

a. **Independent Contractor – District**. District is, for all purposes arising out of this Agreement, an independent contractor, and neither District nor District's employees shall be deemed to be County employees. In no event shall District or District's employees be entitled to any benefits to which County employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

b. **Independent Contractor – County**. County is, for all purposes arising out of this Agreement, an independent contractor, and neither County nor County's employees/volunteers shall be deemed to be District employees. In no event shall County or County's employees/volunteers be entitled to any benefits to which District employees are entitled, including but not limited to, overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

16. Notice. Any notice or notices required or permitted to be given pursuant to this Agreement shall be personally served by the Party giving notice or shall be served by certified mail. Notices shall be sufficient if personally served on or if sent by certified mail, postage prepaid, addressed to:

DISTRICT:
David Barnum, General Manager
Ramona Municipal Water District
105 Earlham Street
Ramona, CA 92065

COUNTY:
Herman Reddick, Director
San Diego County Fire Authority
5510 Overland Avenue, Suite 250
San Diego, CA 92123
Tel: (858) 974-5999

17. Entire Agreement. This Agreement, including Exhibit A, Scope of Work, and Exhibit B, Payment Schedule, constitutes the entire agreement between the Parties and supersedes all previous oral or written understandings, representations or agreements related to the subject matter of this Agreement. This Agreement may not be changed except by written amendment signed by both Parties.

IN WITNESS HEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

RAMONA MUNICIPAL WATER DISTRICT

By: _____
DAVID BARNUM
GENERAL MANAGER

Date: _____

COUNTY OF SAN DIEGO

By: _____
ANDREW POTTER
CLERK OF THE BOARD

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
SUEDY ALFARO
SENIOR DEPUTY COUNTY COUNSEL

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE RAMONA MUNICIPAL WATER DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

EXHIBIT A
SCOPE OF WORK

GENERAL:

- District is recognized as the Fire Authority Having Jurisdiction for all matters related to this Agreement.
- District shall provide a Fire Chief to serve as the liaison between County and District's General Manager and Board of Directors and to assist County staff as needed to reasonably implement the scope of work set forth in this Exhibit A, Scope of Work ("SOW").
- District's Fire Chief, in consultation with the District's Board of Directors, shall provide input to the County on matters related to this SOW to ensure that District's operational needs are met and that any proposed mitigation measures are satisfactory.
- County shall provide a Fire Marshal to serve as District's Fire Code Official pursuant to section 103.2 of the California Fire Code.
- County shall have the general authority and responsibilities per section 104 of the California Fire Code.
- County shall enforce the San Diego County Consolidated Fire Code and other applicable and/or relevant local, state, and national standards in implementing the SOW.
- County shall provide expert consultation and updates as requested to District Fire Chief on projects and matters related to the scope of this Agreement.
- County shall provide expert advice and assistance, as needed, in response to citizen inquiries or requests.

PLAN REVIEW / INSPECTION / ENGINEERING SUPPORT:

- County shall perform all functions associated with or related to residential plan reviews and inspections including plan review and inspection of residential automatic fire sprinkler systems for District.
- County shall perform all functions associated with or related to commercial plan reviews and inspections, including plan review and inspection of commercial fire sprinkler, alarm, and detection systems and specialized fire suppression systems for District.
- County shall review and provide comments and perform all functions associated with or related to all new and existing discretionary projects including all site inspections and project meetings associated with the project for District. District Fire Chief will provide input to County Fire Marshal related to any required infrastructure improvements and address any operational needs related to these permit applications.
- County shall ensure all state-mandated fire inspections are completed in accordance with the California Fire Code. The following occupancies will be inspected annually:
  - Group E
  - Groups R-1 and R-2
  - Group I-3
  - High-rise Buildings (75ft. and above)
- County shall ensure the following inspections are completed in accordance with the California Fire Code:
  - Group A
  - Group H (Hazard)
  - Group I (Institutional)
  - California State Licensing inspections (for example: R-3.1, R-2.1, R-4 occupancies)
  - San Diego County Sheriff Licensing inspections (for example: Public Display of Aerial Pyrotechnics, Explosive Storage Permits)
  - Special Events for which a Permit is required by the County (including associated plan review)

- County shall establish and maintain a Business Inspection Program within District and inspect, on a biannual basis, occupancies not identified above in accordance with the California Fire Code.
- County shall provide all administrative support to ensure this SOW is completed including vehicles, fuel, insurance, office space, phones, forms and related office supplies.
- County shall establish and maintain a list of occupancies identified in the SOW.

REPORTING:

- District is responsible for all special tax calculations (based on County EDU calculations for projects), recordings, reporting, collections, accounting, or other tasks related to special taxes.
- County shall provide monthly reports detailing the inspections completed, plan reviews completed, and building permits issued within the District's service area. Monthly reports will detail the EDU levels calculated for each project reviewed by the County for each period the report covers.
- County shall provide annual state-mandated inspection report to the District Fire Chief with inspection compliance information for Group E, I-3, R-1, and R-2 occupancies. The District Fire Chief is responsible for compliance with reporting state-mandated inspection to District as described in the California Health and Safety Code Sections 13146.1 and 13146.4.

DEFENSIBLE SPACE:

- In its sole discretion, District will consider adoption by reference, through enactment of its own District ordinance and any appropriate legal procedures, County's Defensible Space for Fire Protection Ordinance, Chapter 4 of Division 8 of Title 6 of the San Diego County Code of Regulatory Ordinances (County Code), section 68.401, et seq. ("Defensible Space Ordinance") as currently enacted or subsequently amended. The District agrees that it shall take all necessary steps to propose the Defensible Space Ordinance to the Board of Directors. County acknowledges and agrees that the District Board, however, retains all independent legislative power and discretion to approve or deny the Defensible Space Ordinance as presented or to approve such modifications it might consider appropriate, in its complete discretion.
- Upon the effective date of the District's Defensible Space Ordinance, County shall perform the administrative and enforcement responsibilities of the Defensible Space Ordinance within the District's jurisdiction. Beginning upon the effective date of the District's Defensible Space Ordinance, the District hereby designates the Fire Chief and the Fire Chief hereby designates the County Fire Warden as the person responsible for enforcement as necessary for the duration of this Agreement. County shall ensure that the Defensible Space Ordinance and forced abatement procedures comply with applicable state law, as it may be amended from time to time.
- District shall establish and/or maintain an engine company-based defensible space inspection program.

FORCED ABATEMENT:

County shall not be required to complete any of the activities under the terms of this Forced Abatement section until District has enacted an ordinance adopting the Defensible Space Ordinance or adopting an ordinance enacting any subsequent amendments made to the Defensible Space Ordinance by County. If District does enact an ordinance adopting the Defensible Space Ordinance, as currently enacted or subsequently amended, this Forced Abatement section will become effective on the effective date of the District ordinance. If the District does not enact an ordinance adopting the Defensible Space Ordinance, as currently enacted or subsequently amended, the County shall not be required to provide such Forced Abatement services outlined in this Agreement and the District shall be responsible for all aspects of defensible space enforcement including, but not limited to, forced abatement processing and proceedings. District shall provide County with notice of the effective date of the District's Defensible

Space Ordinance. Notwithstanding the foregoing, where County notifies District that subsequent amendments to the County's Defensible Space Ordinance are insignificant in that they correct minor irregularities, County shall continue to provide Forced Abatement Services even though District may not have amended the District's Defensible Space Ordinance to reflect the most recent version of the ordinance enacted by the County.

- Beginning upon the effective date of the District's Defensible Space Ordinance and for the duration of this Agreement, the District hereby designates the Fire Chief and the Fire Chief hereby designates the County Abatement Officer as the person designated to give notice to destroy weeds under applicable law.
- Pursuant to this Agreement, County shall process all vegetation/fire hazard reduction non-compliant properties for forced abatement in accordance with applicable State law, as it may be amended from time to time, and as provided by the Defensible Space Ordinance.
- The District will preliminarily pay the costs of the forced abatement proceedings conducted by County pursuant to this Agreement for properties located within the District's jurisdiction, and the County will seek recovery of all costs of abatement, including but not limited to forced abatement costs, administrative costs, late fees, collection costs, etc., from the responsible party and/or property owner to reimburse the District as provided below. County shall consult with and obtain approval from the District for all forced abatements with costs estimated to exceed $30,000 per property before commencing forced abatement proceedings.
- Pursuant to this Agreement, County shall take any and all steps necessary and required pursuant to applicable law on behalf of District to collect payment from the responsible party and/or property owner for the costs of any forced abatement procedures, including sending invoices, holding hearings, filing liens, authorizing special assessments, etc., so that the District can be reimbursed for the full costs of abatement. The District will also retain the right to recover the costs from the responsible party and/or property owner in a civil action.
- District shall provide engine company personnel to testify at legal proceedings related to forced abatements as requested by County.
- County shall individually track all costs associated with the processing of the forced abatement, including, but not limited to, services and supplies such as contracts, recording costs, hearing costs, and postage/mailing costs, and provide District a full cost statement for any forced abatements completed during each quarter with the quarterly invoice, as set forth in Exhibit B, Payment Schedule.

AGREEMENT BETWEEN THE COUNTY OF SAN DIEGO AND THE RAMONA MUNICIPAL WATER DISTRICT FOR FIRE PREVENTION SERVICES COLLABORATION

EXHIBIT B
PAYMENT SCHEDULE

Payments under this Agreement for Fiscal Years 2020-21 through 2024-25 for services provided as specified in Exhibit A, Scope of Work, except for Forced Abatement, shall be as follows:

Fiscal Year & Term	Quarterly Payment	Term Total
FY 2020-21 (10/01/2020 – 06/30/2021)	$58,848.00	$176,544.00
FY 2021-22 (07/01/2021 – 06/30/2022)	$47,523.25	$190,093.00
FY 2022-23 (07/01/2022 – 06/30/2023)	$48,949.00	$195,796.00
FY 2023-24 (07/01/2023 – 06/30/2024)	$50,417.50	$201,670.00
FY 2024-25 (07/01/2024 – 06/30/2025)	$51,930.00	$207,720.00

County shall invoice District at the beginning of each quarter as follows: invoice the quarterly payment, less any Fire Prevention Fees received for projects within District during the previous quarter, plus any costs incurred for completed forced abatements during the previous quarter.

Upon receipt of the invoice, District shall provide payment within thirty (30) days.

ORDINANCE NO. 20-XXX

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE RAMONA MUNICIPAL WATER DISTRICT AMENDING CHAPTER 5.28 OF THE DISTRICT'S LEGISLATIVE CODE RELATING TO NUISANCES TO REVISE CERTAIN SECTIONS AND ADOPT BY REFERENCE THE COUNTY OF SAN DIEGO'S DEFENSIBLE SPACE FOR FIRE PROTECTION ORDINANCE, CHAPTER 4 OF DIVISION 8 OF TITLE 6 OF THE SAN DIEGO COUNTY CODE OF REGULATORY ORDINANCES, SECTIONS 68.401-68.419 WHICH INCLUDES THE COUNTY OF SAN DIEGO'S PUBLIC NUISANCE ABATEMENT PROCEDURE, CHAPTER 2 OF DIVISION 6 OF TITLE 1 OF THE COUNTY CODE OF REGULATORY ORDINANCES, SECTIONS 16.201-16.218 FOR PURPOSES OF COUNTY ENFORCEMENT

WHEREAS, the Ramona Municipal Water District ("District") operates as a fire district pursuant to the authority in California Water Code section 71680 and the Health and Safety Code; and

WHEREAS, pursuant to Health and Safety Code section 13879 the District may abate hazardous weeds and rubbish; and

WHEREAS, Chapter 5.28 of the District's Legislative Code relates to nuisances and their abatement, including the forced abatement of hazardous weeds and rubbish; and

WHEREAS, on October 13, 2020, the District's Board of Directors authorized the District to enter into that certain Agreement between the County of San Diego and the Ramona Municipal Water District for Fire Prevention Services Collaboration ("MOU") which provides for the County of San Diego ("County") to perform administrative and enforcement actions, including but not limited to forced weed abatements, on behalf of the District if the District, in its sole discretion, adopts the County's Defensible Space for Fire Protection Ordinance, Chapter 4 of Division 8 of Title 6 of the San Diego County Code of Regulatory Ordinances ("County Code"), sections 68.401-68.419 ("Defensible Space Ordinance"); and

WHEREAS, the County's Defensible Space Ordinance includes County Code section 68.405, which says that abatement is handled pursuant to the County's Public Nuisance Abatement Procedure, Chapter 2 of Division 6 of Title 1 of the County Code (sections 16.201-16.218); and

WHEREAS, the District, in its sole discretion, desires to adopt the County's Defensible Space Ordinance by reference and have the County perform administrative and enforcement responsibilities pursuant to the Defensible Space Ordinance, including but not limited to forced abatements of hazardous weeds and rubbish on behalf of the District according to the terms of the MOU and consistent with applicable state law; and

WHEREAS, in order to implement this process, it is necessary for the District to amend its Legislative Code as shown in Exhibit A; and

WHEREAS, Health and Safety Code section 13861(h) provides that districts can adopt ordinances by following the procedures of Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code; and

WHEREAS, Government Code sections 25127 and 50022.2 provide that an ordinance code may be adopted by reference; and

WHEREAS, notice of a public hearing on the adoption of this Ordinance was published pursuant to and in the manner required by applicable law; and

WHEREAS, on November 10, 2020, a public hearing was held on the adoption of this Ordinance.

NOW, THEREFORE, be it ordained by the Board of Directors of Ramona Municipal Water District as follows:

Section 1. The matters set forth in the recitals to this Ordinance are true and correct statements and are incorporated herein as findings.

Section 2. This Ordinance is not subject to the California Environmental Quality Act.

Section 3. Chapter 5.28 of the Ramona Municipal Water District Legislative Code is hereby amended as set forth in Exhibit A, which is fully incorporated herein. Exhibit A includes the adoption by reference of the County's Defensible Space for Fire Protection Ordinance, Chapter 4 of Division 8 of Title 6 of the San Diego County Code of Regulatory Ordinances, sections 68.401-68.419 and San Diego County's Public Nuisance Abatement Procedure, Chapter 2 of Division 6 of Title 1 of the County Code of Regulatory Ordinances, sections 16.201-16.218 solely for use with the County's enforcement of the Defensible Space for Fire Protection Ordinance.

Section 4. Upon the Effective Date of this Ordinance and for the duration of the MOU, the District hereby designates the Fire Chief and the Fire Chief hereby designates the County Abatement Officer and Fire Warden as the persons designated to carry out enforcement of the Defensible Space for Fire Protection Ordinance, including but not limited to giving notice to destroy weeds under applicable law.

Section 5. This Ordinance supersedes any ordinance, resolution, policy, or part thereof, previously adopted, to the extent such ordinance, resolution, or policy conflicts with this Ordinance.

Section 6. If any provision of this Ordinance or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The Board declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion of this Ordinance.

Section 7. The amendments to Chapter 5.28 of the Legislative Code shown in Exhibit A shall become effective in 30 days in accordance with Government Code section 25123.

Section 8. This Ordinance shall be published in accordance with Government Code section 25124.

Introduced and first read at a regular meeting of the Board of Directors of the Ramona Municipal Water District held on October 13, 2020.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Ramona Municipal Water District held on November 10, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Jim Robinson
President, Board of Directors
Ramona Municipal Water District

ATTEST:

_____
Jeff Lawler
Secretary, Board of Directors
Ramona Municipal Water District

EXHIBIT A
RMWD LEGISLATIVE CODE

Chapter 5.28

NUISANCES

Contents:

Section 5.28.010	**Definitions.**
Section 5.28.011	**County of San Diego Combustible Vegetation and Other Flammable Materials Ordinance.**
Section 5.28.020	**Public Nuisances.**
Section 5.28.030	**County of San Diego Defensible Space Ordinance.** ~~**Standards for Nuisance Abatement, Vegetation Clearance and Hazard Reduction.**~~
Section 5.28.040	**Notice to Abate Nuisance.**
Section 5.28.050	**Right of Appeal.**
Section 5.28.060	**Time Limit for Removal of Nuisance.**
Section 5.28.070	**Abatement of Nuisance by Fire Chief.**
Section 5.28.080	**Hearing: Posting of Time and Place.**
Section 5.28.090	**Hearing: Board of Directors' Decision.**
Section 5.28.100	**Payment Prior to Hearing.**
Section 5.28.110	**Collection of Assessments.**
Section 5.28.120	**Violation: Penalty.**
Section 5.28.130	**Discretion.**
Section 5.28.140	**State Responsibility Area.**

Section 5.28.010 Definitions.

For the purposes of this Chapter 5.28, the following terms shall be defined as follows, except that to the extent any of these definitions conflict with those in Section 5.28.030, then the definitions found in Section 5.28.030 shall control for the application to Section 5.28.030:

"Abatement Report" shall mean that report filed by the Fire Chief with the board of directors detailing abatement work performed by the Fire Chief to remove a nuisance upon the failure of the property owner to remove the nuisance after Notice, as defined and required herein. The Abatement Report shall include an accurate account of the cost of abating the nuisance on each separate property.

"Fire Authority Having Jurisdiction" ("FAHJ") shall mean the designated entity providing enforcement of fire regulations as such regulations relate to planning, construction and development.

"Fire Chief" shall mean the Chief of the District's Fire Department or his or her authorized designee.

"Fire Code" shall mean the Fire Code as adopted by the District in its Legislative Code, which incorporates the California Fire Code by reference, as may be amended from time to time.

"Fire Marshal" shall mean the Fire Marshal of the District or his or her authorized designee.
"Notice" shall mean one or all of the following methods of notice, whichever method(s) is best suited, in the discretion of the Fire Chief, to provide actual notice to the property owner:

A. By personal service on the owner, occupant or person in charge or control of the property;

B. By regular mail addressed to the owner or person in charge and control of the property, at the address shown on the last available assessment roll, or as otherwise known;

C. By posting at a conspicuous place on the land or abutting public right-of-way or insertion of an advertisement at least once a week for the period of two weeks in a newspaper of general circulation in the district. Said newspaper advertisement shall be a general notice that property in the district has been posted in accordance with this section and contain a general statement of the effect of such postings. The date of such newspaper advertisements shall not be considered in computing the appeal periods provided by this chapter.

"Structure" shall mean a residence, detached garage, utility building or related facility designed for human habitation or buildings designed for agricultural use or the housing of farm animals.

"Waste Matter" shall mean matter, which by reason of its location and/or character, may, in the Fire Chief's discretion, hamper or interfere with the prevention or suppression of fire upon the premises or adjacent premises, such as, but not limited to, combustible, non-functioning material.

"Weeds" shall mean, pursuant to California Health and Safety Code section 14875, as such section may be amended from time to time, vegetation growing upon streets, sidewalks, or private property in any county, including any fire protection district and may include any of the following:

A. Vegetation that bears seeds of a downy or wingy nature.

B. Vegetation that is not pruned or is otherwise neglected so as to attain such large growth as to become, when dry, a fire menace to adjacent improved property.

C. Vegetation that is otherwise noxious or dangerous.

D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.

E. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard in an urbanized portion of an unincorporated area which has been zoned for single and multiple residence purposes.

EXHIBIT A
RMWD LEGISLATIVE CODE

Section 5.28.011 County of San Diego Combustible Vegetation and Other Flammable Materials Ordinance.

The District hereby adopts the County of San Diego Combustible Vegetation and Other Flammable Materials Ordinance, Ordinance No. 9633, ("County Ordinance") by this reference as may be applicable and as such Ordinance may be revised by the County of San Diego from time to time. To the extent that the County Ordinance conflicts with any provision of this Legislative Code, this Legislative Code shall govern. In applying the County Ordinance to the District, the terms "County" and "Director" referenced in the County Ordinance shall be interpreted to mean the "District" and the "General Manager or his or her designee," respectively.

Section 5.28.020 Public Nuisances.

The District hereby declares the following as public nuisances:

A. Weeds, grasses and other combustible items are hereby declared a public nuisance.

1. All weeds, dry grasses, dead shrubs, dead trees, rubbish or any material growing upon the streets, sidewalks or upon private property within the district which bears seeds of a wingy or downy nature or which by reason of their size, manner of growth and location constitute a fire hazard to any building, improvements, crops or other property, and weeds and grasses which, when dry, will in reasonable probability constitute such a fire hazard, are declared to be a public nuisance.

2. Cultivated and useful grasses and pasture may not be declared a public nuisance. It is not intended that natural chaparral and shrubbery be generally considered as weeds or a public nuisance. However, if the Fire Chief shall determine it necessary to protect adjacent improved property from fire exposure, an adequate fire-break may be required.

B. Waste Matter is hereby declared a public nuisance.

Section 5.28.030 County of San Diego Defensible Space Ordinance.~~Standards for Nuisance Abatement, Vegetation Clearance and Hazard Reduction.~~

A. The District hereby adopts by reference the County of San Diego Defensible Space for Fire Protection Ordinance, Chapter 4 of Division 8 of Title 6 of the San Diego County Code of Regulatory Ordinances ("County Code"), sections 68.401-68.419 ("Defensible Space Ordinance") as may be amended from time to time. The Defensible Space Ordinance includes County Code section 68.405, which says that abatement is handled pursuant to the County's Public Nuisance Abatement Procedure, Chapter 2 of Division 6 of Title 1 of the County Code, sections 16.201-16.218 ("Nuisance Abatement Procedures") as may be amended from time to time, which the District hereby adopts by reference solely for the purposes of County enforcement pursuant to the Defensible Space Ordinance and this Section.

B. In applying the Defensible Space Ordinance to the District, the terms "County" and "Board of Supervisors" referenced in the Defensible Space Ordinance shall be interpreted to mean the "County" or the "District" and the "Board of Supervisors" or the "District Board or its designee," respectively, as the context requires.

C. For as long as the District and the County have a memorandum of understanding for the County to enforce the Defensible Space Ordinance within the District pursuant to County Code section 68.403(b), the District delegates to the County the administrative and enforcement authority for the Defensible Space Ordinance and procedures set forth in the County's Nuisance Abatement Procedures. During the term of the memorandum of understanding, the County will proceed with enforcement pursuant to the County procedures, including but not limited to County's Nuisance Abatement Procedures. When such a memorandum of understanding is not in effect, the District will exercise its enforcement authority as set forth in this Chapter and in accordance with applicable state law.

~~Property owners shall maintain their property in compliance with the following at all times:~~

A. ~~Waste Matter, trash, rubbish, and other combustible materials such as dead or dying vegetation must be properly removed and disposed of.~~

B. ~~Properties (parcels) one (1) acre, or less, located within the District shall have the entire property cleared of annual grasses, weeds and dead or dying vegetation.~~

C. ~~Roadways and driveways shall be cleared of combustible vegetation (excluding single specimen trees and properly maintained ornamental shrubbery) within ten feet (10') along both sides. All dead or dying vegetation shall likewise be removed within 10'. Vertical clearance of 13' 6" shall be maintained above all roadways and driveways for emergency vehicle access.~~

D. ~~A one-hundred foot (100') fuel modification zone is required around all Structures. The fuel modification zones shall not extend beyond the property line. The fuel modification zone is divided into two zones as follows, measured horizontally from the base of the Structure:~~

1. ~~Zone One: area within a 50' foot radius of any from any building. This zone must be cleared and planted with fire resistive plants. See the County of San Diego brochure: `Fire, Defensible Space and You' at www.sdcdplu.org.~~

2. ~~Zone Two: area between 50 to 100' feet from Structures. In this zone, native vegetation may remain but must be thinned by fifty percent (50%) with decreased continuity; all dead or dying vegetation must be properly removed. Grass and other vegetation less than 18" in height, above the ground need not be removed when necessary to stabilize the soil and prevent erosion.~~

E. ~~A fifty (50) foot fuel modification zone is required along and within property lines as determined by the Fire Chief to protect adjacent Structures.~~

F. ~~Clearing may be accomplished using methods such as mowing, cutting, grazing and trimming that leave the plant root structure intact. Removed trees shall have stumps cut no higher than eight inches (8") above the ground; however, orchards shall have the stumps removed. Any removed tree cuttings may be chipped and left on the parcel atop the soil to a maximum depth of six inches (6") and does not present a fire hazard. Clearing does not apply to properly maintained ornamental shrubbery or single specimen trees that do not form a means of rapidly transmitting fire to the Structure. Discing, which exposes bare mineral soil may be used if approved by the FAHJ. Grading shall not be used to clear properties without a valid County of San Diego Department of Planning and Land Use grading permit.~~

G. ~~All orchards, groves, vineyards, regardless of parcel size, shall be kept in a healthy state and maintained as described herein. A 10-foot firebreak shall be cleared, between the perimeters, orchard trees, grape vines and combustible chaparral or ornamental landscaping. Orchards shall be kept clean of dead, dying or downed trees. Orchards and vineyards shall be free of combustible debris, dead branches and dead foliage. All dead grasses and weeds between rows of trees or vines shall be mowed or disced to bare soil.~~

H. ~~All forests and woodlands shall be kept in a healthy state and maintained as described herein. The forests or woodlands shall be kept clean of dead, dying, downed or diseased trees (excluding tree stumps no higher than six inches (6") above the ground). Dead, dying and diseased trees shall include insect infested trees, no longer living, in the last stages of growth or infected by a pathogen of any type.~~

I. ~~Cuttings may be mulched and left atop of the soil to a maximum depth of six (6) inches or may be hauled to a County Landfill site.~~

J. ~~Mature trees must be trimmed to six (6) feet above the ground or as approved by the FAHJ. Trees must be cut back at least ten feet (10') from chimneys and roofs. All leaves, pine needles, bark, branches and other debris must be removed from roofs and rain gutters.~~

K. ~~There shall be ten feet (10) of clearance around all liquid propane and above ground fuel tanks, all combustible materials, grass, weeds, etc. shall be removed.~~

~~Chimneys must be equipped with an approved spark arrestor; i.e., wire mesh maximum ½ inch opening.~~

Section 5.28.040 Notice to Abate Nuisance.

If it is determined that a public nuisance, as herein defined, exists on any lot or premise, or upon any sidewalk, parking or street adjacent to such lot or premise, the Fire Chief shall cause ~~Notice to be issued~~ the procedures to abate such nuisance set forth in this Chapter and in accordance with applicable state law, as it may be amended from time to time, to be followed. Unless otherwise provided by this Chapter or applicable state law, such Notice shall be entitled: "NOTICE

TO CLEAN PREMISES" in letters not less than one inch in length and which shall, in legible characters, direct the abatement of the nuisance and refer to this chapter and section for particulars. Notices served by means other than posting shall contain a description of the property in general terms reasonably sufficient to identify the location of the nuisance thereon.

Section 5.28.050 Right of Appeal.

Within ten (10) calendar days from the date of posting, mailing or personal service of the required Notice, the owner or person occupying or controlling such lot or premise affected may appeal to the Fire Marshal. Such appeal shall be in writing and shall be filed with the Fire Marshal. Within ten (10) calendar days from the Fire Marshal's decision, the appellant may appeal the Fire Marshal's decision to the general manager. Within ten (10) calendar days from the general manager's decision, the appellant may appeal the general manager's decision to the board of directors. The board of directors shall consider the appeal of the general manager's decision at a regular meeting or regular adjourned meeting of the board, and the decision of the board shall be final and conclusive. This section shall apply unless otherwise required by this Chapter or applicable state law.

Section 5.28.060 Time Limit for Removal of Nuisance.

Unless otherwise required by this Chapter or applicable state law, it shall be the duty of the owner, the agent of the owner, or the person in possession of any lot or premise in the district within ten (10) calendar days from the date of notification as provided herein, or in case of an appeal to the board, within ten (10) calendar days from the determination thereof, unless the same is sustained, to remove the nuisance as stated.

Section 5.28.070 Abatement of Nuisance by Fire Chief.

If the owner fails or neglects to remove the nuisance as herein defined, within the time specified in this chapter, the Fire Chief shall cause such nuisance to be abated. The abatement work may be done by district crews or by private contractor at such rates and fees as may be authorized and approved by the FAHJ and/or the general manager. An Abatement Report shall be filed with the board of directors by the Fire Chief following the abatement. This section shall apply unless otherwise required by this Chapter or applicable state law.

Section 5.28.080 Hearing: Posting of Time and Place.

Unless otherwise required by this Chapter or applicable state law, the general manager shall set the Abatement Report and account for hearing by the board of directors at the first regular or adjourned meeting and shall post a copy of said report and account and notice of the time and place of hearing in a conspicuous place at or near the entrance of the chambers of the board of directors in the Ramona Community Center.

Section 5.28.090 Hearing: Board of Directors' Decision.

The board of directors shall consider the Abatement Report and account at the time set for hearing, together with any objections or protests by any interested parties. Any owner of land or person interested therein may present a written or oral protest or objection to the Abatement Report and account. At the conclusion of the hearing, the board of directors shall either approve the report and account as submitted, or as modified or corrected by the board. The amounts so approved shall be liens upon the respective lots or premises, and the board shall adopt a resolution assessing said amounts as liens upon the respective parcels of land as they are shown upon the last available assessment roll, and determining that such Weeds, grasses, dead trees, dead shrubs and Waste Matter constitute a public nuisance. The general manager shall prepare and file with the county auditor of the county of San Diego a certified copy of such resolution of the board. This section shall apply unless otherwise required by this Chapter or applicable state law.

Section 5.28.100 Payment Prior to Hearing.

The general manager may accept payment of any amount due at any time prior to the hearing.

Section 5.28.110 Collection of Assessments.

The county auditor shall enter each assessment in the county tax roll opposite the parcel of land. The amount of the assessment shall be collected at the time and in the manner of ordinary district taxes; and, if delinquent, the amount is subject to the same penalties and procedure of foreclosure and sale as is provided for ordinary district taxes.

Section 5.28.120 Violation: Penalty.

The owner, occupant or agent of any lot or premises within the district who shall permit or allow the existence of a public nuisance as defined in this chapter, upon any lot or premises owned, occupied or controlled by him or who shall violate any of the provisions of this chapter, shall be guilty of a misdemeanor and upon conviction thereof shall be subject to a fine of not more than five hundred dollars or to imprisonment for a period not exceeding six months, or both such fine and imprisonment.

Section 5.28.130 Discretion.

Subject to the rights of appeal as set forth in this chapter, where discretion is herein given to determine a public nuisance or reasonable probability thereof or any material question of fact herein raised, that discretion shall lie with the Fire Chief.

Section 5.28.140 State Responsibility Area.

EXHIBIT A
RMWD LEGISLATIVE CODE

Within the State Responsibility Area in the Ramona Municipal Water District, as defined herein, consistent with California Health & Safety Code Section 13811, responsibility for the administration of a nuisance abatement program, including but not limited to, the inspection, notification and abatement of timbered, brush, and grass-covered lands, shall lie with the State of California, Department of Fire and Forestry Protection. "State Responsibility Area" shall mean, "lands exclusive of cities and federal lands regardless of ownership, classified by the State Board of Forestry as areas in which the primary financial responsibility for preventing and suppressing fires is that of the State. These are lands covered wholly or in part by timber, brush, undergrowth or grass, whether of commercial value or not, which protect the soil from erosion, retard runoff of water or accelerated percolation, and lands used principally for range or forage purposes." The Ramona Municipal Water District shall not be responsible for the administration of a nuisance abatement program, as outlined in the preceding Sections 5.28.010 through 5.28.130 of this Legislative Code, for property located within the State Responsibility Area. Sections 5.28.010 through 5.28.130 of this Legislative Code shall apply to properties located outside of the State Responsibility Area but within the Ramona Municipal Water District.

CHAPTER 4. DEFENSIBLE SPACE FOR FIRE PROTECTION ORDINANCE*

***Note--**Chapter 4, Abatement of Weeds and Rubbish, Sections68.410--68.419, added by Ord. No. 6998 (N.S.), effective 7-24-85; Ord. No. 7001 (N.S.) adopted 7-30-85, effective 8-29-85, supersedes Ord. No. 6998; amended (including title) by Ord. No. 9633 (N.S.), effective 4-23-04; amended (including title) by Ord. No. 10147 (N.S.), effective 6-9-11.

Cross reference(s)--Uniform public nuisance abatement procedure, § 16.201 et seq.; management of solid waste, § 68.501 et seq.

SEC. 68.401. FINDINGS.

The Board of Supervisors makes the following findings and declarations:

The accumulation of combustible vegetation, dead, dying or diseased trees, green waste, rubbish, and other materials on private property is hereby found to create a condition that is a fire hazard and potentially injurious to the health, safety, and general welfare of the public. Therefore, the presence of such combustible vegetation, dead, dying or diseased trees, green waste, rubbish, and other materials on parcels as hereinafter defined is hereby declared to constitute a public nuisance which may be abated in accordance with the provisions of this chapter. Nothing in this chapter shall replace or conflict with the authority of the County Agricultural Commissioner to eradicate noxious weeds under applicable sections of the California Food and Agricultural Code.

(Amended by Ord. No. 9633 (N.S.), effective 4-23-04; amended by Ord. No. 10147 (N.S.), effective 6-9-11)

Cross reference(s)--Uniform public nuisance abatement procedure, § 16.201 et seq.

SEC. 68.402. DEFINITIONS.

For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them in this section:

(a) "COMBUSTIBLE VEGETATION" is material that in its natural state will readily ignite, burn and transmit fire from native or landscape plants to any structure or other vegetation. Combustible vegetation includes dry grass, brush, weeds, litter or other flammable vegetation that creates a fire hazard.

(b) "DEAD, DYING OR DISEASED TREES" include pest or pathogen infested trees, abandoned or neglected groves or other trees which are in a dying condition or no longer living.

(c) "DEFENSIBLE SPACE" is an area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

(d) "FIRE WARDEN" means the Deputy Chief Administrative Officer of the Public Safety Group or his/her authorized representative.

(e) "GREEN WASTE" includes, but is not limited to, organic material such as yard trimmings, plant waste, untreated wood wastes, paper products, natural fiber products, mulch and compost.

(f) "IMPROVEMENT" means any building or structure, permanent or temporary, erected for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind located in the unincorporated area of the County of San Diego subject to this chapter and shall include agricultural crops. For purposes of this chapter, the term "improvement" shall not include decks, sheds, gazebos, freestanding open-sided shade structures and similar accessory structures less than 250 square feet and 30 feet or more from a dwelling, and fences more than 5 feet from a dwelling.

(g) "MSCP SUBAREA" means that area shown as the "County of San Diego MSCP Subarea" on the map which is "Attachment A" to the Biological Mitigation Ordinance (found at Chapter 5 of Division 6 of Title 8 of the County Code) as referenced in Section 86.502 of the County Code and on file with the Clerk of the Board of Supervisors as Document No. 0769999.

(h) "NOXIOUS WEED" shall mean any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, as defined in Section 5004 of the California Food and Agricultural Code.

(i) "PARCEL" means any contiguous quantity of land in the possession of, or owned by, or recorded as the property of, the same person or entity and which is located in the unincorporated area of the County of San Diego subject to this chapter but shall not include any portion of a parcel that has been in active production of agricultural crops within one growing season of that crop.

(j) "PUTRESCIBLE" means rapidly decomposable by microorganisms, which may give rise to foul smelling, offensive products during such decomposition or which is capable of attracting or providing food for birds and potential disease vectors such as rodents and flies.

(k) "RESPONSIBLE PARTY" includes, but is not limited to, any person, firm, partnership or corporation owning, renting, leasing, or otherwise controlling any parcel located in the unincorporated area of the County of San Diego subject to this chapter.

(l) "RUBBISH" is waste material including, but not limited to, waste paper and debris from construction or demolition. For the purposes of this chapter, the term "rubbish" does not include putrescible material.

(Amended by Ord. No. 7186 (N.S.), effective 9-12-86; amended by Ord. No. 9633 (N.S.), effective 4-23-04; amended by Ord. No. 10147 (N.S.), effective 6-9-11)

Cross reference(s)--Definitions, § 12.101 et seq.

SEC. 68.403. ENFORCEMENT RESPONSIBILITY/ APPLICABILITY.

(a) This chapter shall be applicable in all unincorporated territory of the County of San Diego outside of the fire protection districts or municipal water districts which provide fire protection services, and the Fire Warden shall administer and enforce the provisions of this chapter.

(b) This chapter shall be applicable in the unincorporated territory of the County of San Diego within a fire protection district or municipal water district which provides fire protection service if the district has adopted this ordinance by reference through enactment of its own district ordinance. In such case, administrative and enforcement responsibility shall rest with the district, and the County shall bear no such enforcement responsibility except to the extent specifically approved by the Fire Warden through a Memorandum of Understanding (MOU) with the district.

(Amended by Ord. No. 7186 (N.S.), effective 9-12-86; amended by Ord. No. 9633 (N.S.), effective 4-23-04; amended by Ord. No. 10147 (N.S.), effective 6-9-11)

SEC. 68.404. PROHIBITIONS/ DEFENSIBLE SPACE REQUIREMENTS.

(a) Defensible Space for Improvements. No responsible party shall permit on a parcel, or on any adjacent sidewalks, parking areas, or streets, any accumulation of combustible vegetation, dead, dying or diseased trees, green waste, rubbish, or other flammable materials within 100 feet of the exterior perimeter of any improvement thereon, provided, however, the Fire Warden may authorize a distance less than 100 feet, but no less than 30 feet, in accordance with the exceptions found in the defensible space requirements found in the Fire Code at section 96.1.001 et seq. of the San Diego County Code. Where the distance from the improvement to the property line of the parcel on which the improvement is located is less than the required defensible space, the responsible party shall only be required to provide the required defensible space to the property line.

(b) Defensible Space along Property Lines. No responsible party shall permit on a parcel any accumulation of combustible vegetation, dead, dying or diseased trees, green waste, rubbish, or other flammable materials within 30 feet of the property line when such accumulation endangers or encroaches on the required defensible space for improvements on an adjacent property. The Fire Warden may require a distance greater than 30 feet but not to exceed 100 feet when it is determined that the greater distance is necessary to provide defensible space for improvements on an adjacent property.

(c) Defensible Space along Roads and Driveways. No responsible party shall permit on a parcel any accumulation of combustible vegetation, dead, dying or diseased trees, green waste, rubbish, or other flammable materials within 10 feet of each side of the improved width of highways, private roads and driveways, provided, however, the Fire Warden may require, after providing written notice to the responsible party, a distance greater than 10 feet in accordance with the defensible space requirements found in the Fire Code at section 96.1.001 et seq. of the San Diego County Code.

(d) Additional Defensible Space. Notwithstanding the provisions of subsections (a), (b), and (c) of this section, if the Fire Warden determines that a greater distance is necessary to protect property or the health, safety and welfare of residents of the vicinity, the Fire Warden may require a responsible party to provide additional defensible space up to the following maximum acreages on parcels which meet the following criteria:

i. Two acres, on parcels located within the Pre-Approved Mitigation Area of the MSCP Subarea that are 10 acres and under in size and zoned for single family residential uses if the Fire Warden finds that the defensible space will not interfere with the assembly of the Multiple Species Conservation Plan Preserve according to the terms of the MSCP Plan and the Subarea Plan.

ii. Five acres, on parcels located outside the Pre-Approved Mitigation Area of the MSCP Subarea that are 10 acres and under in size and zoned for single family residential uses if the Fire Warden finds that the defensible space will not interfere with the assembly of the Multiple Species Conservation Plan Preserve according to the terms of the MSCP Plan and the Subarea Plan.

iii. Five acres, on parcels located outside the MSCP Subarea zoned for single family residential use and improved with a single family residence.

(e) Combustible Vegetation. For purposes of this section, combustible vegetation does not include single specimens of trees, fire-resistant ornamental shrubbery, and other fire-resistant planting materials or cultivated ground covers which the Fire Warden determines do not form a means of rapidly transmitting fire from native or landscape plants to any improvement or other vegetation.

(f) Grading. The provisions of this chapter shall not be construed to authorize grading which does not comply with the San Diego County regulations regarding grading, clearing and watercourses found in Division 7 of Title 8 of the San Diego County Code.

(Amended by Ord. No. 9633 (N.S.), effective 4-23-04; amended by Ord. No. 10147 (N.S.), effective 6-9-11)

SEC. 68.405. PUBLIC NUISANCE.

Whenever combustible vegetation, dead, dying or diseased trees, green waste, rubbish, or other materials are allowed to grow or accumulate on a parcel, or on adjacent sidewalks, parking areas, or streets, so as to endanger improvements on such parcel or neighboring property, or the health, safety, or welfare of the residents of such parcel or adjacent parcel or vicinity, as prohibited by Section 68.404, the Fire Warden may declare a public nuisance and proceed to abate, in accordance with the Public Nuisance Abatement Procedure contained in Chapter 2 of Division 6 of Title 1 (commencing with Section 16.201) of the San Diego County Code or any other procedure permitted by law.

(Amended by Ord. No. 7141 (N.S.), effective 6-26-86; amended by Ord. No. 9633 (N.S.), effective 4-23-04; amended by Ord. No. 10147 (N.S.), effective 6-9-11)

SEC. 68.406. REMOVAL OF PROHIBITED MATERIALS.

The following are approved methods for the removal of prohibited materials:

(a) The removal of prohibited materials shall be done using methods such as mowing, cutting, grazing and trimming that leave the plant root structure intact to stabilize the soil and prevent erosion. Removed trees shall have the stumps cut no higher than eight inches above the ground. The height of weeds and annual grasses shall not exceed a height of six inches. Any chipping of trees or vegetation that is done onsite may be allowed to remain so long it is dispersed over an area not to exceed six inches in depth. If the Fire Warden determines that difficult terrain, danger of erosion, or other unusual circumstances make strict compliance with this section undesirable or impractical, enforcement thereof may be suspended and reasonable alternative measures shall be provided.

(b) Areas where prohibited materials are removed may be re-planted with single specimens of trees, fire-resistant ornamental shrubbery, and other fire-resistant planting materials or cultivated ground covers which do not form a means of rapidly transmitting fire from native or landscape plants to any improvement or other vegetation, to the Fire Warden's satisfaction. Re-planting may be required for erosion control.

(c) The removal of prohibited materials shall be carried out in conformance with all federal, state and local environmental laws and regulations including, but not limited to, the Endangered Species Act and the San Diego County regulations regarding grading, clearing and watercourses found in Division 7 of Title 8 of the San Diego County Code.

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86; new Sec. 68.406 added by Ord. No. 9633 (N.S.), effective 4-23-04; amended by Ord. No. 10147 (N.S.), effective 6-9-11)

SEC. 68.407. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.408. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.409. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.410. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.411. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.412. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.413. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.414. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.415. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.416. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.417. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.418. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)

SEC. 68.419. [RESERVED.]

(Repealed by Ord. No. 7141 (N.S.), effective 6-26-86)