

Action Items

Discussion Calendar

HELIX Environmental Planning, Inc.
7578 El Cajon Boulevard
Suite 200
La Mesa, CA 91942
619.462.1515 tel
619.462.0552 fax
www.helixepi.com



August 22, 2017

Rose Corona
Temecula Elsinore Anza Murrieta Resource Conservation District
P.O. Box 2078
Temecula, CA 92593

Subject: Letter of Intent to Fund Conservation Easement Management at the Benton Channel for the French Valley South Tentative Tract 30837 Project

Dear Ms. Corona:

This serves as a written letter of intent submitted by HELIX Environmental Planning, Inc. (HELIX) on behalf of FVS Partners, LLC to contribute funding toward ongoing management being completed by the Temecula Elsinore Anza Murrieta Resource Conservation District (TEAM-RCD) within their existing Conservation Easement (CE) in the Benton Channel, which is an existing Riverside County Flood Control and Water Conservation District (County Flood) facility. This revised funding proposal supersedes the previously-submitted proposals dated May 3, 2017 and September 22 and October 6, 2015 to fund a 5-year invasives removal program. Further, this proposal was presented to the California Department of Fish and Wildlife (CDFW) on August 3, 2017, to which CDFW responded that they had no objections.

As addressed in previous meetings and correspondence, the French Valley South Tentative Tract 30837 Project (project) requires upsizing of an existing storm drain outfall at the Benton Channel. The upsized-storm drain has been specifically designed and sited within the footprint of the existing storm drain and entirely outside of TEAM-RCD's Conservation Easement (CE), and therefore, would have no direct, physical impact on the CE during construction, although permanent impacts to 0.02 acre of developed streambank will occur to the Benton Channel outside of the CE boundaries. The storm drain will, however, discharge additional treated storm water into the Benton Channel during project operation, at velocities and volumes similar to those being discharged into the Channel under current conditions. The operational effects of the discharge are expected to be largely beneficial to the resources protected within the CE; however, ongoing management to prevent the spread of non-native invasives, vector control issues, and other items are also important to the health of the CE resources in perpetuity.

In support of TEAM-RCD's ongoing management responsibilities in the Benton Channel CE, FVS Partners, LLC proposes to contribute funding in the amount of \$90,000, which among other benefits, will address potential operational discharge effects of the project. The funding will supplement the compensatory mitigation already completed, including: (1) purchase of 0.01 acre

Letter to Ms. Rose Corona
August 22, 2017

Page 2 of 2

of Rehabilitated River Wetland Waters of the U.S./State credit at the San Luis Rey Mitigation Bank (SLRMB) on September 27, 2016; (2) purchase of 0.2 acre of Arundo removal credit from the Santa Margarita Watershed in-lieu fee program on February 9, 2005; and (3) purchase of 1.0 acre of wetland mitigation credit at the Barry Jones Wetland Mitigation Bank on June 3, 2004.

Based on our estimates, we believe that \$90,000 can fund up to 0.75 acre of riparian/wetland habitat installation (i.e., planting, seeding, temporary irrigation installation) or non-native invasives removal (i.e., enhancement) and vector control covering the entire approximately 4.2 acres (5,195 linear feet) of the Benton Channel CE for 20 years. As a value comparison, \$90,000 can provide approximately 0.4 acre of riparian/wetland habitat rehabilitation or approximately 0.47 acre of riparian/wetland habitat enhancement with the Riverside Corona Resource Conservation District (RC-RCD) pursuant to their existing In Lieu Fee program, or up to 0.15 acre of riparian/wetland habitat establishment/re-establishment at the SLRMB.

Payment of \$90,000 will be provided to TEAMRCD prior to the start of project activities within the Benton Channel. Please kindly provide your acceptance of the funding put forth by FVS Partners, LLC by signing below and returning a signed copy of this letter to FVS Partners, LLC for records. Should you have any questions or require additional information, please do not hesitate to contact me at (619) 462-1515 or KarlO@helixepi.com.

Respectfully,



Karl L. Osmundson
Principal Biologist/Biology Group Manager

Cc: Mr. John Abel, Mr. Jason Keller, FVS Partners, LLC

Agreed and Accepted:

TEMECULA ELSINORE ANZA MURRIETA RESOURCE CONSERVATION DISTRICT

By: _____

Name: _____

Date: _____

Benton Channel Site Assessment Summary:

Conducted on 7/04/17

Aaron Echols, IERCD Field Ecologist

aechols@iercd.org 990-283-7785

FROM
LAST
BOARD
MEETING
8-10-17

Methods

The site was assessed by means of an in-depth site walk and included:

- Site photos and GPS photo points
- Aerial photos using miniature quadcopter
- 40 foot GPS delineation of the upper channel
- Mapped priority invasive and ornamental plant encroachment locations
- Mapped areas suitable for potential restoration/supplemental planting/seeding

Results and Site Characterization of Channel

The Benton Channel runs approximately one mile parallel to Shrimp Lane and is fed by at least 8 concrete culverts that deposit various amounts of runoff into the waterway throughout its entirety. As culverts introduce additional water into downstream sections of the channel, the hydrologic regime and wetland vegetative capacity change. This is revealed most obviously by comparing the two ends (upper and lower) of the site; the upper being very dry, sparsely vegetated with much bare ground and the lower being dominated by woody riparian facultative and obligate vegetation. The most productive pieces of habitat appear to locate at the mouths of more substantial culverts that receive greater amounts of runoff.

Another defining component of the channel is its size at various points in its length. At the upper end the channel is confined to a width of only 8 feet, then 26 feet at the uppermost quarter, and 35 feet wide at the lower end.

Dominant native plant species include: spiny rush (*Juncus acutus*), mule fat (*Baccharis salicifolia*), *Elymus tritichoides*, California Buckwheat (*Eriogonum fasciculatum*), and *Baccharis (salicina?)*.

Mapped invasive and encroaching ornamental plant observations include:

- 14 tamarisk trees and saplings; 2 observed in flower
- 2 *Eucalyptus* saplings; one 25 feet tall
- 2 pampas grass
- 5 instances of the channel being encroached by ornamental *Acacia*
- Several locations occupied by annual yellow clover (*Melilotus indicus*) and rabbit foot grass (*Polypogon monspeliensis*)

Recommendations

1. Enhancement through the removal of invasive and ornamental species referenced above.
2. Restore uppermost 250-foot section of channel and slope. A 20-foot area on either side of the channel center (40 feet) yields approximately 0.2 acres. See Aerial Image 1.

Note: minute native spike rush or toad rush appeared to be present within the channel in this location, but were observed to be senesced at the time of this site visit.

3. Small areas of un-vegetated channel bottom and channel slope exist in select locations of less than .03 acres in size and could potentially benefit from supplemental planting/seeding; however, it is debatable whether or not such actions would be worth the effort. (photo: supplemental pla..)
Note: A site visit during the rainy season may reveal that these areas are in fact vegetated by native annual or perennial herbaceous plants not present in July during this assessment.
4. The upland slope to the north of the channel (outside of the 40 foot channel) is an exceptional candidate for restoration currently composed of bare ground, dying mule fat (*Baccharis salicifolia*) and non-native ornamental plants. This area appears to be actively being maintained by City landscape workers.

Notes

- *Deinandra paniculata* (CNPS 4.2) was observed throughout the entirety of the site in drier locations. This species is prolific in disturbed areas along Benton Ave and likely naturally recruited here or was present in soil and recruited after site creation and earth movement.
- Planted Lombardi poplar appear to be recruiting clone sprouts within the channel.
- A small amount of dirt was removed from the channel slope for bike jump creation on the south side. (Point GPSd)
- A broken irrigation box is releasing and pooling water in the channel. (Point GPSd)
- Many *Baccharis* (*Salicina*?) seedlings recruiting on slopes above channel.

**Proposed Endowment -
Benton Channel**

7/11/2017

Contact Rose Corona
rose.corona@teamrcd.org

	Year 1	2	Total Cost	Average Annual Cost	Avg Annual Hours
Biomonitoring					
SAWA Biologist					
SAWA Bio Hours					
Total			\$16,122.22	\$806.11	10
ISR					
Field Ecologist					
FE Hours					
SAWA 2-Man Crew					
SAWA Crew Hrs					
Total			\$36,838.03	\$1,841.90	25
Reporting					
Project Manager					
PM Hours					
Total			\$4,299.26	\$214.96	5
Fund Management					
Accountant					
Accountant Hours					
Total			\$3,224.44	\$161.22	2
Project Administration					
Admin					
Admin Hrs					
Total			\$3,224.44	\$161.22	4
Herbicide					
Mileage					
			\$1,934.67	\$96.73	N/A
			\$2,310.85	\$115.54	N/A

Fixed Costs:

Initial Assessment	\$2,500.00
Legal Defense and Enforcement	\$25,000.00
3-Year Spendable Fund	\$15,822.73
Fixed Cost Total	\$43,322.73

Endowment Calculation

Avg Yrly Cost:	\$3,182.73
Initial M/M Calculation	\$90,935.24
Inflation Protection Factor	\$2,091.51
Non-Wasting Formula	\$5,274.24
Final M/M Needed	\$150,692.68

Potential Cost* \$194,015.41

All numbers on this initial cost sheet are ESTIMATES only, to be used in further project discussions,
and expire 30 days from date listed on worksheet



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CS Caballero

CS Chuck Bandy

CS DeRoberts Harkey

CS Dickens

CS Hartman2littleGirls

CS KanaleyBandy

CS Kinsman

CS Kunkle

CS Landoraf

Re: WQIP Consultati...	Kuenzi, Darcy	Mon 20:05	16 KB
Fwd: RE: MOU with T...	manager@teamrcd.org	Mon 10:38	3.1 MB
Draft Agenda Sept 1...	manager@teamrcd.org	Fri 07:08	65 KB
Conservation Clip Li...	NACD News	Fri 03:25	29 KB
[Funding Opportunity...	Kristen Murphy	2017-08-31 16:54	14 KB
CARCD Conference ...	Karen Buhr - other	2017-08-31 16:46	14 KB
RE: TEAM RCD Helix...	Lieu, Tawny	2017-08-31 16:21	10 KB
RE: TEAM RCD Helix...	Lieu, Tawny	2017-08-31 16:21	10 KB

Select

Threads

Messages 1 to 50 of 1189

RE: TEAM RCD Helix Letter discussed this morning with...

From Lieu, Tawny Date 2017-08-31 16:21

Hi Dave,

Having conferred with Karin on this matter, we would like to review the following:

- 1.404 permit
- 2.1600 Agreement
- 3.The revised scope of responsibilities by Mandy based on 90K

Before the Board accepts the endowment, it is important to ensure that the 90K will fund the responsibilities that TEAM RCD will be assuming, the work to be performed complies with the 404 permit and 1600 Agreement, and there are agreements in place regarding the parties' understandings.

It would be appreciated if you could contact Helix for a copy of the 404 permit and 1600 Agreement.

TAWNY V. LIEU
Deputy County Counsel
County of Riverside
Phone: (951) 955-6300
Fax: (951) 955-6883
Email: tlieu@rivco.org

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

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Monday, August 28, 2017 12:28 PM
To: Lieu, Tawny <TLieu@RIVCO.ORG>; Rose Corona <rose.corona@teamrcd.org>
Subject: TEAM RCD Helix Letter discussed this morning with Rose C.

Hi Tawny,
Attached is the letter to TEAM RCD from Helix/Mission Pacific, that Rose discussed with you this morning.
Please call if you have questions. We have a Board Meeting on September 14th and a letter of acceptance, approved by you, would be good to have by then in case the Board decides to accept.
Dave
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CS KanaleyBandy

CS Kinsman

CS Kunkle

CS Landgraf

Subject

From

Date

Size

Invitation: Meeting w...

Rick Neugebauer

Today 09:57

18 KB

RE: TEAM RCD Helix...

Lieu, Tawny

Today 09:03

11 KB

RE: TEAM RCD Helix...

Lieu, Tawny

Today 09:03

11 KB

RE: 404 and 1600 pe...

Rose Corona

Today 08:50

2 KB

RE: 404 and 1600 pe...

Karl Osmundson

Wed 18:42

4.4 MB

need background...

Jeff.Brandt@wildlife.ca.gov

Wed 18:37

1.6 MB

need background on...

Jeff.Brandt@wildlife.ca.gov

Wed 18:37

1.6 MB

Select

Threads

Messages 1 to 50 of 1189

RE: 404 and 1600 permits

From Rose Corona Date Today 08:50

Karl,

I've forwarded your information to District Counsel and asked them to move quickly to review this. Thanks for acting so quickly on it.

Rose Corona

On 2017-09-06 18:42, Karl Osmundson wrote:

Hi Rose,

Please find the requested permits attached.

We appreciate your help moving this along.

Thanks,
Karl

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

From: Rose Corona [mailto:rose.corona@teamrcd.org]

Sent: Wednesday, September 06, 2017 7:12 AM

To: Karl Osmundson

Cc: Lieu, Tawny

Subject: 404 and 1600 permits

Karl,

If you could send your 404 and 1600 permits to our District Counsel, Tawny Lieu, it will enable them to review everything and hopefully the Board will be able to discuss at our next meeting. I have not received anything and if you have sent this information already to Ms. Lieu, please copy me on the e-mail. If Counsel cannot review by Friday, the discussion of Benton Channel for the Board will have to wait until the October meeting. Thank you for your cooperation in helping to move this forward quickly.

Thank You,

Rose Corona
President -TEAM RCD



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd, Suite 220
Ontario, CA 91764
(909) 484-0167
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



November 13, 2015

Mr. John Abel
FVS Partners, LLC
4100 Newport Place, Suite 400
Newport Beach, CA 92660

Subject: Notification of Streambed Alteration No. 1600-2015-0106-R6
French Valley South Tentative Tract 30837

Dear Mr. Abel:

The California Department of Fish and Wildlife (Department) had until November 01, 2015 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to November 01, 2015. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

The project site is located within Benton Channel, tributary to Warm Springs Creek; south of Shrimp Lane, north of Red Carriage Road, west of Washington Street, and east of Moser Road. The project includes the replacement of an existing 36-inch Reinforced Concrete Pipe (RCP) with a new 60-inch RCP, and the replacement of the existing outfall with a new concrete headwall and wing wall to accommodate the new 60-inch RCP. The existing rip rap at the outfall will be replaced in place with 158 cubic yards of new rip rap. The project will cause permanent impacts to approximately 0.02 acre of developed streambank and existing outfall structure, and temporary impacts to 0.07 acre of mulefat scrub. One mature Peruvian pepper tree (*Schinus molle*) with a trunk diameter of 6 inches, and one immature blue gum (*Eucalyptus globulus*) with a trunk diameter of 2 inches will be removed. You have proposed to implement appropriate Best Management Practices to ensure that no sediment enters the Benton Channel

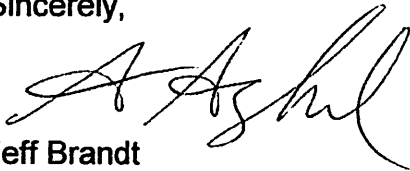
Mr. John Abel
Notification of Streambed Alteration No. 1600-2015-0106-R6
French Valley South Tentative Tract 30837
November 13, 2015
Page 2 of 2

water course as a result of the project activities. You have agreed to mitigate project impacts by funding the removal of non-native plant species within the segment of Benton Channel between the easternmost stormwater outfall structure, including all areas of disturbance resulting from the project, and the closest downstream outfall structure to the west (approximately 200 feet downstream), and to perform monitoring and further non-native plant removal as needed within the area being monitored for five years following the initial removal, such that the coverage of non-native plant species within that area does not exceed 5%, in coordination with the Elsinore Murrieta Anza Resource Conservation District. You have also agreed to prepare, or fund the preparation of, an annual report detailing the non-native plant removal including the methods used, the amount and species of non-native plants removed, and representative photographs from designated photo stations. The project term will end on January 30, 2018.

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Gabriele Quillman at (909) 980-3818 or gabriele.quillman@wildlife.ca.gov.

Sincerely,



Jeff Brandt
Senior Environmental Scientist-Supervisor

cc: Gabriele Quillman

ec: Mr. Karl Osmundson

CORR File



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd, Suite C-220
Ontario, CA 91764
(909) 484-0167
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



December 1, 2014

John Abel
FVS Partners, LLC
4100 Newport Place, Suite 400
Newport Beach, CA 92660

Subject: Notification of Lake or Streambed Alteration No. 1600-2014-0129-R6
French Valley South Tentative Tract 30837 Project

Dear Mr. Abel:

The California Department of Fish and Wildlife (Department) had until November 24, 2014 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to November 24, 2014. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Your notification includes, but is not limited to, the development of 98.13 acres into 312 residential lots, as well as a regional trail and a 221,515 cubic-yard detention basin. The project will impact a total of 0.21 acre of streambed within two unnamed tributaries to Warm Springs Creek. This project was previously authorized under Notification Number 1600-2004-0020-R6 and was mitigated through the purchase of 1.0 acre of wetland mitigation credit at the Barry Jones Wetland Mitigation Bank and the purchase of 0.2 acre of invasive plant removal credit from the Santa Margarita Watershed in-lieu fee program. You have proposed to implement the following avoidance and minimization measures: implementation of a Storm Water Pollution Prevention Plan, a Water Quality Management Plan, and pre-construction burrowing owl surveys. The project is located near the address of 34670 Washington Street, between Jean Nicholas and Yates Road,

John Abel
December 1, 2014
Page 2 of 2

in the unincorporated community of French Valley, County of Riverside, State of California, Latitude 33.6085 North, Longitude 117.0783 West.

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Gabriele Quillman at (909) 980-3818 or gabriele.quillman@wildlife.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Brandt', with a large, stylized loop at the end.

Senior Environmental Scientist Supervisor

cc: Gabriele Quillman, Environmental Scientist

ec: Karl Osmundson, Biology Group Manager, HELIX Environmental Planning Inc.

Temecula, CA 92590

Dear Mr. Garrett:

The purpose of this letter is to inform you that the project you described in the above-referenced notification received by the Department on February 18, 2004, has been approved by operation of law. As a result, and as explained in greater detail below, you do not need a Lake or Streambed Alteration Agreement from the Department of Fish and Game to complete the project you described in your notification.

The proposed project is located on a 99.7 acre parcel and lies between Jean Nichols Road to the north, Yates Road to the south, northwest of the Lake Skinner Recreation Area, and west of Bachelor Mountain, in the unincorporated community of French Valley in Riverside County. The proposed project, as described in your notification, included the alteration to 0.21 acres of unnamed drainages to develop 320 residential lots on the parcel. Permanent impacts of 0.15 acres of mulefat/southern willow scrub and 0.06 acres of unvegetated streambed will occur to develop the property. The project will be completed in June 2007. You have proposed to mitigate the project impacts by purchasing one acre of wetland credit from the Barry Jones Wetland Mitigation Bank at Skunk Hollow.

Under the Permit Streamlining Act (Gov. Code, § 65920 et seq.) and Fish and Game Code section 1602 (a) (4) (D), the Department had a total of 60 days to act on your complete notification by submitting to you project conditions the Department believes are necessary to protect existing fish and wildlife resources. Because the Department was unable to meet that deadline in regard to your notification, your project has been approved by operation of law. This means that by law you may complete your project as described in your notification.

If you decide to complete the project as described in your notification, please keep a copy of this letter and a copy of the notification available at the project site. The project described in the Notification includes not only the project impacts, and project timeframes, but also includes all of your proposed avoidance, minimization, and mitigation measures. If the project impact changes so that it differs from the one described in the original notification, you will need to submit a new notification to the Department for that project.

The Department apologizes for the delay in processing your notification. If you have any questions regarding this matter, please contact Jeff Brandt at the above address or telephone number.

Sincerely,



Jeff Brandt
Environmental Scientist
Habitat Conservation Planning, Region 6

NOTIFICATION OF LAKE OR STREAMBED ALTERATION
(See attachment/enclosure for instructions)

F + G 1603 Permit Application

Notification Type	
<input type="checkbox"/> 1601 (Public)	<input type="checkbox"/> Timber Harvest Plan (No. _____)
<input checked="" type="checkbox"/> 1603 (Private)	<input type="checkbox"/> Commercial Gravel Extraction (No. _____)
	<input type="checkbox"/> Water Application (No. _____)

Applicant Information			
	Name	Address	Telephone/FAX
Applicant:	Garrett Holdings, LLC	43529 Ridge Park Dr. Temecula, CA 92590	Business: 909-506-6556 Fax: 909-506-4831
Operator:	Garrett Holdings, LLC Paul Garrett, Managing Member	43529 Ridge Park Dr. Temecula, CA 92590	Business: 909-506-6556 Fax: 909-506-4831
Contractor: (if known)	To Be Determined		Business: Fax:
Contact Person: (if not applicant)	Dr. Stephen Neudecker <steven@helixepi.com>	HELIX Environmental Planning, Inc. 8100 La Mesa Blvd., Suite 150 La Mesa, CA 91941-6452	Business: 619-462-1515 Fax: 619-462-0552
Property Owner:	Garrett Holdings, LLC	43529 Ridge Park Dr. Temecula, CA 92590	Business: 909-506-6556 Fax: 909-506-4831

Project Location					
Location Description:	The property is located in western Riverside County, east of SR 79 (Winchester Road), and lies between Jean Nicholas Road to the north, Yates Road to south, just northwest of the Lake Skinner Recreation area, and west of Bachelor Mountain.				
County			Assessor's Parcel Number		
Riverside			467-260-044 and 467-270-003		
USGS Map	Township	Range	Section	Latitude/Longitude	
Bachelor Mountain	6S	2W	34	33°36'40"/117°04'50"	
Name of River, Stream, or Lake:		Unnamed isolated drainages			
Tributary To?	N/A				

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

(Continued)

Name of Applicant: Garrett Holdings, LLC

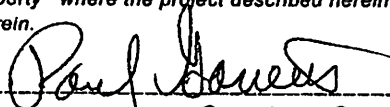
Project Description						
Project Name:	French Valley South Project					
Proposed Start Date:	06/01/2004	Proposed Completion Date:	06/01/2007	Project Cost:	\$ >\$500,000	Number of Stream Encroachments: (Timber Harvest Plans only)
Describe project below: (Attach separate pages if necessary)						
<p>The French Valley South Project in western Riverside County consists of the construction of 320 residential units on a 99.7-acre parcel.</p> <p>A total of 0.21 acre of streambed is found in various areas on site. Impacts to 0.21 acre of CDFG jurisdictional area would be mitigated by the purchase of 0.50 acre of high-quality wetland habitat from the Barry Jones Wetland Mitigation Bank.</p> <p>Project effects to CDFG jurisdictional areas consist of 0.15 acre of mule fat/southern willow scrub and 0.06 acre of unvegetated streambed.</p>						
<input type="checkbox"/> Continued on separate page(s)						

Attachments/Enclosures		
Attach or enclose the required documents listed below and check the corresponding boxes.		
<input checked="" type="checkbox"/> Project description	<input checked="" type="checkbox"/> Map showing project location, including distances and/or directions from nearest city or town	<input type="checkbox"/> Construction plans and drawings pertaining to the project
Attach or enclose the documents listed below, if complete, and check the corresponding boxes.		
Completed CEQA documents:	<input type="checkbox"/> Negative Declaration <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Notice of Exemption <input checked="" type="checkbox"/> Mitigated Negative Declaration <input type="checkbox"/> Notice of Determination	
Copies of applicable local, State, or federal permits, agreements, or other authorizations:	<input checked="" type="checkbox"/> Local. Describe: NOD, City of Temecula, to be forwarded <input checked="" type="checkbox"/> State. Describe: Simultaneous submittal of Report of Waste Discharge to RWQCB <input type="checkbox"/> Federal. Describe: N/A	

I hereby certify that all information contained in this notification is true and correct and that I am authorized to sign this document. I understand that in the event this information is found to be untrue or incorrect, I may be subject to civil or criminal prosecution and the Department may consider this notification to be incomplete and/or cancel any Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand that this notification is valid only for the project described herein and that I may be subject to civil or criminal prosecution for undertaking a project that differs from the one described herein, unless I have notified the Department of that project in accordance with section 1601 or 1603 of the Fish and Game Code.

I understand that a Department representative may need to inspect the property where the project described herein will take place before issuing a Lake or Streambed Alteration Agreement pursuant to this notification. In the event the Department determines that a site inspection is necessary, I hereby authorize the Department to enter the property where the project described herein will take place to inspect the property at any reasonable time and certify that I am authorized to grant the Department permission to access the property.

☒ I request the Department to first contact me at (insert telephone number) 909-506-6556 (Pat Maher) to schedule a date and time to enter the property where the project described herein will take place and understand that this may delay the Department's evaluation of the project described herein.



 Operator or Operator's Representative
 Paul Garrett, Managing Member

Date

SCAN & FILE



Lake and Streambed Alteration Program Project Questionnaire

Project # _____ / _____
Date: _____ Initial: _____
File Location: _____

Please complete the following questionnaire and submit it with your notification package to expedite the Department's review of your proposed project or activity.
Please attach or enclose any additional information or documents that support or relate to your response.

	Yes	Maybe/ Uncertain	No	Please explain if you responded "yes" or "maybe/uncertain"
1. Will the project or activity involve work on the bank of a river, stream, or lake?	✓			Grading and placement of clean fill for residential development.
2. If you answered "yes" to #1, will the project or activity involve any of the following:				
a. Removal of any vegetation?	✓			Vegetation removal will occur as part of grading operations.
b. Excavation of the bank?			✓	
c. Placement of piers?			✓	
d. Placement of bank protection or stabilization structures or materials (e.g., gabions, rip-rap, concrete slurry/sacks)?			✓	
3. Will the project or activity take place in, adjacent to, or near a river that has been designated as "wild and scenic" under state or federal law?			✓	
4. Will the project or activity involve work in the bed or channel of a river, stream, or lake?			✓	Grading and placement of clean fill for residential development.
5. Will the project or activity involve the placement of any permanent or temporary structure in a river, stream, or lake?			✓	Grading and placement of clean fill for residential development.

	Yes	Maybe/ Uncertain	No	Please explain if you responded "yes" or "maybe/uncertain"
6. Will the project involve the use of material from a streambed?			✓	
7. Will the project or activity result in the disposal or deposition of debris, waste, or other material in a river, stream, or lake?			✓	
a. If you answered "yes" to #7, describe the material that will be disposed of or deposited in the river stream, or, lake:				
8. Will any type of equipment be used in a river, stream, or lake?	✓			
a. If you answered "yes" to #8, describe the type of equipment that will be used:	Standard earth moving equipment.			
9. Does the project or activity area flood or periodically become inundated with water?			✓	
10. Will water need to be diverted from a river, stream, or lake for the project or activity?			✓	
11. If you answered "yes" to #10, please answer the following:				
a. Will this be a temporary diversion?				
b. Will water quality be affected by the deposition of silt, an increase in water temperature, a change in the pH level, or in some other way?				
c. Will the water be diverted by means of a dam, reservoir, or other water impoundment structure?				
12. Will the project or activity be done pursuant to a water right application or permit?			✓	
13. a. Has a wildlife assessment or study been completed for the area where or near where the project or activity will take place? (If "yes", attach or enclose a copy of the assessment or study.)	✓			HELIX 2003. County of Riverside General Biological Resource Assessment. HELIX 2004. County of Riverside HANS Biological Analysis of the French Valley South Project and Adjacent Parcel.

	Yes	Maybe/ Uncertain	No	Please explain if you responded "yes" or "maybe/uncertain"
14. Will the project or activity affect fish, amphibians, insects, or other aquatic resources?			✓	
15. Will the project or activity affect terrestrial wildlife?			✓	
16. Are any endangered or rare plant species thought or known to occur in the area where the proposed project or activity will take place?			✓	
17. Are any endangered or threatened fish, bird, or animal species thought or known to occur in the area where the proposed project or activity will take place?			✓	
18. Have you contacted any other local, State, or federal agency regarding the project or activity?	✓			
a. If you answered "yes" to #18, please list the names of the agencies you have contacted:	County of Riverside Transportation and Land Management Agency			
19. Have you applied for or obtained any permit, agreement, or other authorization for your project or activity from any government agency?			✓	
a. If you answered "yes" to #19, please list the names or describe the permit, agreement, or authorization you have applied for or obtained:				
20. Have any environmental documents pertaining to your project or activity been prepared?	✓			
a. If you answered "yes" to #20, please list the environmental documents that have been prepared:	HELIX. 2002. French Valley South Project Jurisdictional Delineation. HELIX. 2003. County of Riverside General Biological Resource Assessment for the French Valley South Project. HELIX 2004. HANS Biological Analysis of the French Valley South Project and Adjacent Parcel.			

I hereby certify that all information contained in this notification is true and correct and that i am authorized to sign this document. I understand that in the event this information is found to be untrue or incorrect, I may be subject to civil or criminal prosecution and the Department may consider this notification to be incomplete and/or cancel any Lake or Streambed Alteration Agreement Issued pursuant to this notification.

Operator or Operator's Representative

Date

The Garrett Group, LLC

LAND DIVISION

Routing Form


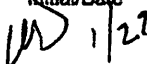

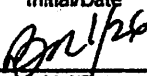


Please review the attached. Please return to Originator (noted below) with your comments if not approved. Otherwise, please initial your approval and pass on as soon as possible.

THANK YOU

Date: 1/26/2004 Project I.D. D111 Project Name: French Valley South

Item(s) Attached: HANS Application, 1603 Permit Application,

TO:

	<u>TITLE</u>	<u>Reviewed & Approved</u>	<u>COMMENTS</u>	<u>(Attach additional comments if necessary)</u>
<input checked="" type="checkbox"/>	Chairman P. Garrett	 Initial/Date		
<input type="checkbox"/>	E.V.P. D. Garrett	 Initial/Date		
<input checked="" type="checkbox"/>	C.E.O. K. Wright	 Initial/Date		
<input type="checkbox"/>	C.F.O. W. Whinna	 Initial/Date		
<input checked="" type="checkbox"/>	Legal Counsel M. Weiss	 Initial/Date		
<input checked="" type="checkbox"/>	Division Mgr. R. Reynolds	 Initial/Date		
<input checked="" type="checkbox"/>	Project Mgr. P. Maher	 Initial/Date		
<input checked="" type="checkbox"/>	Originator C. Allies	 Initial/Date		

Return to: _____
Originator

By: _____
Date



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
1451 Research Park Drive, Suite 100
Riverside, California 92507

October 31, 2016

Mr. John Abel
FVS Partners, LLC
4100 Newport Place, Suite 400
Newport Beach, CA 92660

DEPARTMENT OF THE ARMY NATIONWIDE PERMIT VERIFICATION

Dear Mr. Abel:

I am responding to your request (SPL-2014-00594-PJB) for a Department of the Army permit for your proposed project, French Valley South Project. The proposed project is located within the unincorporated community of French Valley, Riverside County, California (Figures 1 and 2).

Because this project would result in a discharge of dredged and/or fill material into waters of the United States a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

The proposed project would be 312 single family residential lots on 153 acres of land (Figure 4). A pipe would drain stormwater flows from the east side of the road to the west side of the road, where flows would exit via a culvert outlet to drain into the Benton Channel. I have determined construction of your proposed project, if constructed as described in your application, would comply with Nationwide Permit (NWP) 29, *Residential Development*.

Specifically, under NWP No. 29, *Residential Development* and as shown in the enclosed figure 4, you are authorized to:

1. Permanently impact 0.01 acre (118 linear feet) of non-wetland waters of the United States associated with an unnamed, ephemeral tributary to Warm Springs Creek.

Specifically, under NWP No. 7, *Outfall Structures and Associated Intake Structures* and as shown in the enclosed figure 3, you are authorized to:

2. Temporarily impact 0.002 acre (35 linear feet) of non-wetland waters of the United States associated with the Benton Channel, which is a man-made channel, to carry stormwater to Warm Springs Creek.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosures 1 and 2. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

Pre-construction:

1. Prior to initiating construction in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a complete set of final detailed grading/construction plans showing all work and structures in waters of the U.S. All plans shall be in compliance with the Final Map and Drawing Standards for the South Pacific Division Regulatory Program dated August 6, 2012 (<http://www.spd.usace.army.mil/Portals/13/docs/regulatory/standards/map.pdf>). All plan sheets shall be signed, dated, and submitted on paper no larger than 11x 17 inches. No work in waters of the U.S. is authorized until the Permittee receives, in writing (by letter or e-mail), Corps Regulatory Division approval of the final detailed grading/construction plans. The Permittee shall ensure that the project is built in accordance with the Corps-approved plans.
2. Prior to initiating construction in waters of the U.S., and to mitigate for permanent impacts to 0.01 acre of non-wetland waters of the U.S., the Permittee shall provide documentation verifying purchase of 0.01-acre of re-established river credits from the San Luis Rey Mitigation Bank; 1.0-acre of preservation credits from the Barry Jones Mitigation Bank; and 0.2-acre of enhancement credits for *Arundo donax* removal from the Santa Margarita Watershed In-lieu Fee Program. The Permittee shall not initiate work in waters of the U.S. prior to receiving written confirmation (by letter or e-mail) from the Corps Regulatory Division as to compliance with this special condition. The permittee retains responsibility for providing the compensatory mitigation until the number and resource type of credits described above have been secured from a sponsor and the district engineer has received documentation that confirms that the sponsor has accepted the responsibility for providing the required compensatory mitigation. This documentation may consist of a letter or form signed by the sponsor, with the permit number and a statement indicating the number and resource type of credits that have been secured from the sponsor.
3. The Permittee shall mitigate for temporary impacts to 0.002 acre of waters of the U. S., through funding enhancement of 0.10 acre of waters of the U.S. and downstream effects in Benton Channel as described in the draft mitigation proposal: "*Invasive Species Removal Program at Benton Channel*" (dated October 6, 2015, and prepared by Helix, Inc.). Your responsibility to complete the required compensatory mitigation as set forth in this Special Condition will not be considered fulfilled until the Permittee has demonstrated compensatory mitigation project success and have received written verification of that success from the U.S. Army Corps of Engineers Regulatory Division.
4. The Permittee shall submit monitoring reports for the enhancement of 0.10 acre of waters of the U.S. in Benton Channel, as described in Special Condition 3, by October 1 of each year following the initial activities. Annual monitoring and ongoing non-native plant removal at the mitigation site shall occur for a period of 5 years following the initial removal, such that the coverage of non-native, invasive plant species within the area does not exceed 5 percent.

5. Prior to initiation of construction in waters of the U.S., the Permittee shall submit to the Corps for approval, the signed agreement between the Permittee and the Elsinore-Murrieta-Anza Resource Conservation District (EMARCD) for a funding contribution and invasive species removal program at Benton Channel within the Corps designated compensatory mitigation site (enclosure 3). The Corps approval will provide their approval of the funding agreement via email or via letter.

Construction:

6. The Permittee shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and riparian wetland/habitat areas shown on Figures 3 and 4. Adverse impacts to waters of the U.S. beyond the Corps-approved construction footprint are not authorized. Such impacts could result in permit suspension and revocation, administrative, civil or criminal penalties, and/or substantial, additional, compensatory mitigation requirements.

Cultural Resources:

7. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Danielle Storey at 213-452-3855) or Corps Regulatory staff within 24 hours (Peggy Bartels at 951-276-6634). The Permittee shall immediately suspend all work in any areas where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.

Endangered Species Act:

8. This Corps permit does not authorize you to take any threatened or endangered species or adversely modify designated critical habitat. In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA) (e.g. ESA Section 10 permit, or a Biological Opinion (BO) under ESA Section 7, with "incidental take" provisions with which you must comply).

Water Quality Certificate:

9. The Permittee shall abide by the terms and conditions of the Clean Water Act section 401 WQC (R9-12C-084).

Post-construction:

10. At the conclusion of the project, all temporary fill shall be removed and the area shall be restored to pre-construction conditions (contours and vegetated condition) to the maximum extent practicable. To prevent erosion into the mitigation site, the Permittee shall hydroseed or seed the disturbed portions of the earthen stream banks with native non-invasive vegetation of riparian species. The Permittee shall submit the proposed planting palette for review and approval by the Corps, prior to initiation of construction. The Permittee shall ensure the hydroseeded or seed areas are maintained and monitored for a period of two years after completing the seeding activities, such that less than 10 percent of the areas disturbed by the project are vegetated by non-native and invasive plant species. Monitoring reports shall be submitted by the Permittee to the Corps, by October 1 annually, one and two years following hydroseeding or seeding efforts, documenting the recovery of the restored areas.

11. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:

- A) Date(s) work within waters of the U.S. was initiated and completed;
- B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
- C) Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
- D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
- E) Signed Certification of Compliance (attached as part of this permit package).

12. Within 45 calendar days of complete installation of all mitigation, the Permittee shall submit to the Corps Regulatory Division a memorandum including the following information:

- A) Date(s) all mitigation was installed and monitoring was initiated;
- B) Schedule for future mitigation monitoring and reporting pursuant to final, Corps-approved mitigation plan;
- C) Color photographs (including map of photopoints) taken at each mitigation site before and after installation such that correct installation per final, Corps-approved mitigation plan can be verified;
- D) One copy of "as built" drawings for the entire project, including all mitigation sites. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and

E) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance).

This verification is valid through March 18, 2017. If on March 18, 2017 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR § 330.4(e) and 33 CFR § 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2017, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR § 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the regulatory program. If you have any questions, please contact Peggy Bartels at 951-276-6624 or via e-mail at Peggy.J.Bartels@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,

MACE.JAMES.ETHAN.1231826501
AN.1231826501

Digitally signed by
MACE.JAMES.ETHAN.1231826501
DN: c=US, o=U.S. Government, ou=DoD,
ou=PKI, ou=USA,
cn=MACE.JAMES.ETHAN.1231826501
Date: 2016.10.31 14:06:04 -0700

James E. Mace
Senior Project Manager
South Coast Branch
Regulatory Division

Enclosures



**LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

Permit Number: *SPL-2014-00594-PJB*

Name of Permittee: *John Abel, FVS Partners, LLC*

Date of Issuance: *October 31,, 2016*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

1) Email a digital scan of the signed certificate to Peggy.J.Bartels@usace.army.mil
OR

2) Mail the signed certificate to
U.S. Army Corps of Engineers
ATTN: Regulatory Division SPL-2014-00594-PJB
5900 La Place Court, Suite 100
Carlsbad, California 92008

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

Date

Enclosure 1: NATIONWIDE PERMIT NUMBER(S) NWP 29 Residential Developments. TERMS AND CONDITIONS

1. Nationwide Permit(s) NWP 29 Residential Developments. Terms:

Your activity is authorized under Nationwide Permit Number(s) NWP 29 Residential Developments. subject to the following terms:

29. Residential Developments. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of a single residence, a multiple unit residential development, or a residential subdivision. This NWP authorizes the construction of building foundations and building pads and attendant features that are necessary for the use of the residence or residential development. Attendant features may include but are not limited to roads, parking lots, garages, yards, utility lines, storm water management facilities, septic fields, and recreation facilities such as playgrounds, playing fields, and golf courses (provided the golf course is an integral part of the residential development). The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States, including the loss of no more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds this 300 linear foot limit is waived in writing by the district engineer. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters. Subdivisions: For residential subdivisions, the aggregate total loss of waters of United States authorized by this NWP cannot exceed 1/2 acre. This includes any loss of waters of the United States associated with development of individual subdivision lots. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

2. Nationwide Permit General Conditions: The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. **1. Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as

well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.
14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
16. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
18. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the

proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWP.

(e) Authorization of an activity by a NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation

Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
22. Designated Critical Resource Waters. Critical resource waters include NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

- (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.
- (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.
- (f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
- (g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
- (h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.
25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. **Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.
27. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
28. **Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
29. **Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. **Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. **Pre-Construction Notification.** (a) **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer.

However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) **Contents of Pre-Construction Notification:** The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The

description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation.

Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days

from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

3. Regional Conditions for the Los Angeles District:

In accordance with General Condition Number 27, "Regional and Case-by-Case Conditions," the following Regional Conditions, as added by the Division Engineer, must be met in order for an authorization by any Nationwide to be valid:

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific

Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/missions/regulatory>. In addition, the PCN shall include:

- a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;
 - b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the *Map and Drawing Standards for the Los Angeles District Regulatory Division* (available on the Los Angeles District Regulatory Division website at: www.spl.usace.army.mil/missions/regulatory/); and
 - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
4. Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations:
- a. All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
 - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: <http://www.swr.noaa.gov/efh.htm>.
 - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
 - d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 31 and Regional Condition 3.

6. Individual Permits shall be required in Murrieta Creek and Temecula Creek watersheds in Riverside County for new permanent fills in perennial and intermittent watercourses otherwise authorized under NWP 29, 39, 42 and 43, and in ephemeral watercourses for these NWP 14 for projects that impact greater than 0.1 acre of waters of the United States. In addition, when NWP 14 is used in conjunction with residential, commercial, or industrial developments the 0.1 acre limit would also apply.
7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWP 14 within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWP 14 are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.
9. Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWP 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following:
 - a. A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
 - b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3;
 - c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
 - d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.
10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

4. Further information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - ☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - ☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

(a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

(b) This permit does not grant any property rights or exclusive privileges.

(c) This permit does not authorize any injury to the property or rights of others.

(d) This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

(a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

(b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

(c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

(d) Design or construction deficiencies associated with the permitted work.

(e) Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

(a) You fail to comply with the terms and conditions of this permit.

(b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

(c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.

7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with

General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

- 8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.**

Enclosure 1: NATIONWIDE PERMIT NUMBER(S) NWP 7 Outfall Structures and Associated Intake Structures. TERMS AND CONDITIONS

1. Nationwide Permit(s) NWP 7 Outfall Structures and Associated Intake Structures. Terms:

Your activity is authorized under Nationwide Permit Number(s) NWP 7 Outfall Structures and Associated Intake Structures. subject to the following terms:

7. Outfall Structures and Associated Intake Structures. Activities related to the construction or modification of outfall structures and associated intake structures, where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted by, or that are otherwise in compliance with regulations issued under the National Pollutant Discharge Elimination System Program (Section 402 of the Clean Water Act). The construction of intake structures is not authorized by this NWP, unless they are directly associated with an authorized outfall structure. Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 27.) (Sections 10 and 404)

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP.

2. Nationwide Permit General Conditions: The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. **1. Navigation.** (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation,

fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
13. **Removal of Temporary Fills.** Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. **Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.
15. **Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.
16. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
17. **Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
18. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.
(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have “no effect” on listed species or critical habitat, or until Section 7 consultation has

been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWP.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.
20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.
(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district

engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize

activities under these NWP's only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. **Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:
- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
 - (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.
 - (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
 - (1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.
 - (2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.
 - (3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).
 - (4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.
 - (5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.
 - (d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.
 - (e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP's. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However,

compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. **Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.
25. **Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.
26. **Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.
28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:
- (a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
 - (b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
 - (c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
 - (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer.
- However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed project;
- (3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) **Form of Pre-Construction Notification:** The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) **Agency Coordination:** (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWP and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the

NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

3. Regional Conditions for the Los Angeles District:

In accordance with General Condition Number 27, "Regional and Case-by-Case Conditions," the following Regional Conditions, as added by the Division Engineer, must be met in order for an authorization by any Nationwide to be valid:

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, the permittee shall design all road crossings to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-52 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the appropriate U.S. Army Corps of Engineers (Corps) District shall be notified in accordance with General Condition 31 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at: <http://www.spl.usace.army.mil/missions/regulatory>. In addition, the PCN shall include:
 - a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;

- b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings for projects located within the boundaries of the Los Angeles District shall comply with the most current version of the *Map and Drawing Standards for the Los Angeles District Regulatory Division* (available on the Los Angeles District Regulatory Division website at: www.spl.usace.army.mil/missions/regulatory/); and
 - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
4. Submission of a PCN pursuant to General Condition 31 and Regional Condition 3 shall be required for all regulated activities in the following locations:
- a. All perennial waterbodies and special aquatic sites within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California, excluding the Colorado River in Arizona from Davis Dam to River Mile 261 (northern boundary of the Fort Mojave Indian Tribe Reservation). The desert region in California is limited to four USGS HUC accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
 - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council (i.e., all tidally influenced areas - Federal Register dated March 12, 2007 (72 FR 11092)), in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. Examples of EFH habitat assessments can be found at: <http://www.swr.noaa.gov/efh.htm>.
 - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.
 - d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 31 and Regional Condition 3.
6. Individual Permits shall be required in Murrieta Creek and Temecula Creek watersheds in Riverside County for new permanent fills in perennial and intermittent watercourses otherwise authorized under NWP 29, 39, 42 and 43, and in ephemeral watercourses for these NWPs for projects that impact greater than 0.1 acre of waters of the United States. In addition, when NWP 14 is used in conjunction with residential, commercial, or industrial developments the 0.1 acre limit would also apply.

7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
 8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWP within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWPs are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.
 9. Any requests to waive the 300 linear foot limitation for intermittent and ephemeral streams for NWPs 29, 39, 40 and 42, 43, 44, 51 and 52 or to waive the 500 linear foot limitation along the bank for NWP 13, must include the following:
 - a. A narrative description of the stream. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
 - b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 31 and Regional Condition 3;
 - c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
 - d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.
 10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.
- 4. Further information:**
1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - ☐ Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - ☒ Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - ☐ Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
 2. Limits of this authorization.
 - (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - (b) This permit does not grant any property rights or exclusive privileges.

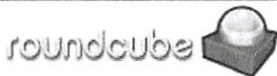
- (c) This permit does not authorize any injury to the property or rights of others.
- (d) This permit does not authorize interference with any existing or proposed Federal project.

3. **Limits of Federal Liability.** In issuing this permit, the Federal Government does not assume any liability for the following:
 - (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - (d) Design or construction deficiencies associated with the permitted work.
 - (e) Damage claims associated with any future modification, suspension, or revocation of this permit.
4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - (a) You fail to comply with the terms and conditions of this permit.
 - (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your

permit.



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CS Chuck Bandy

CS DeRoberts Harkey

CS Dickens

CS Hartman2littleGirls

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CS KanaleyBandy

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Subject

From

Date

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Conservation Clip...

NACD News

Today 02:59

22 KB

RE: MOU-appointment

Cullen, Bob

Thu 18:03

8 KB

Your RCD Member P...

Sara Schremmer

Thu 15:23

6 KB

Password Reset Req...

Emily Sutherland

Thu 15:22

4 KB

RE: MOU with TEAM ...

Jack Easton

Thu 15:17

81 KB

RE: MOU with TEA...

Jack Easton

Thu 15:17

81 KB

FW: Crop Convers...

Justin Haessly

Thu 14:57

341 KB

Select

Threads

Messages 1 to 50 of 1202

RE: MOU with TEAM RCD

From Jack Easton Date Thu 15:17

Dave -

MOU_RLC 002 edits by RLC 0...

I have reviewed the MOU and made a few minor edits and one that may not be minor - rather than submitting invoices quarterly I would prefer to bill monthly, please let me know your thoughts on this. Otherwise, the document looks fine to me.

I will put in on the agenda for our Board meeting on September 20th and will recommend the Board approve it.

-Jack

Jack Easton
Rivers & Lands Conservancy
JEaston@riversandlands.org

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

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Wednesday, August 09, 2017 2:38 PM
To: Jack Easton <JEaston@riversandlands.org>; Rose Corona <rose.corona@teamrcd.org>
Subject: MOU with TEAM RCD

Hi Jack,
Attached is a draft of an MOU with your agency. Please let us know if you have questions or edits. Thanks for working with us.
Dave McElroy



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CS Caballero

CS Chuck Bandy

CS DeRoberts Harkey

CS Dickens

CS Hartman2littleGirls

CS Huimin Cynthia Li

CS KanaleyBandy

CS Kinsman

CS Kunkle

Subject

From

Date

Size

agenda 9-14-17

manager@teamrcd.org

Today 10:45

66 KB

Complaint

QuickBooks Accounting

Today 10:34

2.6 MB

RE: RE: MOU with TE...

Lieu, Tawny

Today 10:13

88 KB

Rose made changes ...

Dropbox

Today 09:55

15 KB

RE: RE: MOU with TE...

Lieu, Tawny

Today 09:44

72 KB

[Funding Opportu...

Sara Schremmer

Today 09:34

15 KB

Re: Associate Direct...

Bill Long

Today 08:36

11 KB

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Threads

Messages 1 to 50 of 1209

RE: RE: MOU with TEAM RCD

From Lieu, Tawny Date Today 10:13

Dave,

MOU_RLC (090817).doc

I've accepted all edits by RLC. Please note that RLC still needs to provide their address (see Section 7 - Notices).

Also, please revise the Board Agenda on this item to reflect Board President. Thanks.

TAWNY V. LIEU
Deputy County Counsel
County of Riverside
Phone: (951) 955-6300
Fax: (951) 955-6883
Email: tlieu@rivco.org

NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney/client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

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

From: manager@teamrcd.org [mailto:manager@teamrcd.org]
Sent: Friday, September 08, 2017 10:00 AM
To: Lieu, Tawny <TLieu@RIVCO.ORG>
Subject: RE: RE: MOU with TEAM RCD

I would say Southwest Riverside County is correct as changed .

Dave

On 2017-09-08 09:44, Lieu, Tawny wrote:

Hi Dave,

Please see attachment for my comments. Please advise if TEAM RCD's service area covers approximately 789 square miles in northwestern Riverside County or is it southwestern Riverside County (as corrected by RLC).

Also, in the past Rose was referred to as Board President. However, I

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TEMECULA-ELSINORE-
ANZA-MURRIETA RESOURCE CONSERVATION DISTRICT AND RIVERS AND
LANDS CONSERVANCY**

This Memorandum of Understanding ("MOU") is entered into by and between the Temecula-Elsinore-Anza-Murrieta Resource Conservation District ("TEAM RCD"), a California resource conservation district, and Rivers and Lands Conservancy ("RLC"), a California nonprofit corporation. TEAM RCD and RLC may each be referred to separately as a "Party" or together as the "Parties".

RECITALS

WHEREAS, pursuant to Public Resources Code section 9001, the California Legislature has found that resource conservation is of fundamental importance to the prosperity and welfare of the state and has authorized resource conservation districts to organize and operate for the purposes of soil and water conservation, among other purposes, in open areas, agricultural areas, urban areas, wildlife areas, and residential areas; and

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

WHEREAS, RLC is a California nonprofit corporation organized for purposes of conserving open space, habitat and agricultural land; and

WHEREAS, TEAM RCD is in need of specific assistance in order to fulfill its public services within its service area, which TEAM RCD lacks employees to provide; and

WHEREAS, the Parties desire to enter into this MOU to establish mutual cooperation wherein RLC may provide needed services to TEAM RCD pursuant to separate written contracts;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, TEAM RCD and RLC hereby agree as follows:

1. **Services.** RLC agrees, at its discretion, to make available to TEAM RCD, RLC's employees, staff and agents who are qualified to provide specific activities and services ("Services") within the jurisdiction of TEAM RCD. Such Services shall include, but not be limited to, those set forth in Exhibit A, attached hereto and incorporated herein by this reference. TEAM RCD may, at its discretion, retain such Services from RLC. Nothing in this MOU prohibits TEAM RCD from acquiring the same type of Services from other sources, when deemed by TEAM RCD to be in its best interest.

2. Separate Contract. It is expressly understood and agreed that prior to the commencement of any Services by RLC, a separate written contract ("Contract") setting forth the terms and conditions of the Services is required. Such Contract must be approved by the Governing Board of TEAM RCD and signed by the President of TEAM RCD and an authorized representative of RLC. The Contract will delineate the scope of work, any specific certifications or licenses required, the expected duration of the Services, and the amount of compensation for Services rendered by RLC.

3. Independent Contractor. The Parties agree that RLC is, for purposes relating to the Contract, an independent contractor and shall not be deemed an employee of TEAM RCD. It is expressly understood and agreed that RLC (including its employees, staff, agents and subcontractors) shall in no event be entitled to any employee benefits from TEAM RCD, including but not limited to overtime, any retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

4. Contract Provisions. Unless otherwise agreed to by the Parties in the Contract, the following provisions will be included in the Contract:

4.1 Payment. RLC shall provide to TEAM RCD a detailed invoice for all activities performed pursuant to the Contract by the end of each quarter. TEAM RCD shall render payment to RLC no later than forty-five (45) days after the receipt of any invoice or within three (3) business days of the next TEAM RCD Board of Directors' meeting following the receipt of the invoice, whichever is later. All invoices must identify: (1) the type of work provided, (2) the person(s) who performed such work, (3) the hourly rate of each person performing the work, (4) the date(s) of service, (5) the time spent providing such services, and (6) the total amount of the invoice in question.

4.2 Wage Payment. RLC expressly agrees that it will be solely responsible for the payment of any and all wages due and owing its employees, staff, agents or contractors arising out of services to TEAM RCD pursuant to the Contract and that all payments will be made in accordance with California, federal, and any other applicable law. RLC further expressly agrees that it will be solely responsible for all required benefits owed to RLC employees, staff, and agents, whether required by statute, rule, regulation, contract or otherwise.

4.3 Workers' Compensation. Pursuant to California Labor Code section 3602(d) and any other applicable law, TEAM RCD and RLC further agree that, to the extent TEAM RCD is legally required to provide Workers' Compensation coverage related to the work provided for it by RLC employees, RLC has and will obtain Workers' Compensation coverage for any and all of its employees who provide services for TEAM RCD and that such Workers' Compensation coverage will specifically cover and encompass any and all work performed by RLC for TEAM RCD pursuant to the Contract. RLC will advise TEAM RCD in the event that the required Workers' Compensation insurance is about to or expected to lapse.

4.4 Mutual Indemnification. RLC and TEAM RCD each agree to defend, indemnify, and hold harmless the other Party, including its directors, officials, officers,

employees, consultants, subcontractors, volunteers, and agents, from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of the indemnifying party or its directors, officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Contract, including, without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses.

4.5 Insurance. RLC shall procure and maintain during the period of performance of the Contract, and for twelve (12) months thereafter, adequate third party policies of insurance from an insurance company or companies authorized to do business in the State of California that covers any activities performed by RLC under the Contract. Proof of this insurance shall be provided to TEAM RCD within one (1) week of the effective date of the Contract. RLC will advise TEAM RCD in the event that the required third party insurance is about to or expected to lapse.

5. Term. The term of this MOU shall be for the period of one (1) year from the date of full execution of this MOU by both Parties ("Initial Term"). The term of this MOU shall be automatically extended for additional one (1) year terms ("Extended Term" or "Extended Terms," as appropriate) unless either Party terminates this MOU pursuant to Section 6, below.

6. Amendment and Cancellation. This MOU shall be effective when signed by both Parties. It contains the entire agreement between the Parties with respect to the matters herein provided for. It may be amended only by mutual written consent of both Parties, and either Party may cancel this MOU at any time upon thirty (30) days' written notice by so notifying the other Party by certified mail.

7. Notices. Any notice, demand, request, consent, approval, or communication that either Party is required to give to the other Party shall be in writing and either served personally or sent by first class mail, postage prepaid, to the appropriate address set forth below. Either TEAM RCD or RLC may change the name or address to which its notices are sent by delivering written notice to the other Party at the address listed in this Section. The addresses for the Parties are as follows:

To TEAM RCD at:

Temecula-Elsinore-Anza-Murrieta
Resource Conservation District
P.O. Box 2078
Temecula, CA 92593-2078

To RLC at:

Rivers and Lands Conservancy

8. Severability. If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this MOU shall continue in full force and effect.

9. Governing Law and Venue. This MOU shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this MOU shall be brought in an appropriate court in Riverside County, State of California.

10. Authority. Each Party to this MOU warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this MOU and bind the Parties thereto.

11. Counterparts. This MOU may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this MOU.

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

RIVERS AND LANDS CONSERVANCY,
a California nonprofit corporation

By: _____
Rose Corona, President
Board of Directors

By: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

EXHIBIT A SERVICES

Use of RLC employees, staff, and agents, or any combination of same, may include, but is not limited to, the following Services:

1. Assistance with the TEAM RCD Aquatics Program;
2. Assistance with the biological monitoring and reporting on TEAM RCD conservation easements;
3. Assistance with mitigation work;
4. Assistance with the development of the projected costs associated with implementing mitigation and conservation easements;
5. Assistance with the development of habitat mitigation and monitoring plans; and
6. Assistance with related TEAM RCD projects or programs.

RFP for Biological Monitoring

Recap Sheet

Last year's Payment to SAWA for monitoring \$3625.98 Greer \$2266.24 – Adeline \$1359.74 (one report)

IERCD Bid	\$5395.56	Greer \$3083.96 Adeline \$2311.60 (one report)
	\$12,161.66	Greer \$6522.18 Adeline \$5639.28 (quarterly reports)
MRCD Bid	\$23,133.60	Greer \$13744.08 Adeline \$9389.52 (quarterly reports)



RESOURCE
CONSERVATION DISTRICT

August 30, 2017

TEAMRCD
P.O. Box 2078
Temecula, CA 92503

Subject: Letter of Offer for Monitoring and Reporting Activities for Greer Ranch and Adeline Farms Projects

Dear Mr. McElroy:

The Inland Empire Resource Conservation District (IERCD) is pleased to submit this proposal to the Temecula Elsinore Anza Murrieta Resource Conservation District (TEAMRCD) for services associated with three years of annual monitoring and reporting for the Adeline Farms and Greer Ranch easements. Our proposal was prepared in accordance with the Request for Proposal from TEAMRCD dated July 2017.

The IERCD is a special district organized under Division 9 of the State's Public Resources Code. The District provides services in habitat restoration, open-space conservation and environmental education. Currently, we actively perform habitat maintenance activities at 12 project sites in our District, which include annual monitoring and reporting activities equivalent to the services requested in the RFP. IERCD also has a current Memorandum of Understanding with TEAMRCD allowing IERCD to provide services within TEAMRCDs boundaries.

If you have any questions regarding our proposal, please feel free to contact me at 909-799-7407 or by email at mparkes@iercd.org. The proposed numbers presented here are valid as estimates for 90 days from the date of submittal; however, all figures and the ability to enter into a Services Agreement with TEAMRCD are subject to review and approval by the IERCD Board of Directors.

Sincerely,

Mandy Parkes, District Manager
25864-K Business Center Drive
Redlands, CA 92374
mparkes@iercd.org
909-799-7407

1. Qualifications, Related Experience, and References of Offeror

a. Organizational Profile

The Inland Empire Resource Conservation District (IERCD/the District) is a local government agency with foundations in the 1941 formation of the Mira Loma Soil Conservation District, and carrying forward to the consolidation of the Inland Empire West RCD and East Valley RCD into the IERCD in 2005. Headquartered at 25864 Business Center Drive, Suite K in the City of Redlands, the District provides opportunities to satisfy mitigation requirements to a number of public and private entities throughout 1,286 square miles of northwestern Riverside and southwestern San Bernardino counties. Major areas of District work include habitat enhancement and restoration, open space conservation and environmental education, carried out by 12 employees under the direction of a seven-member Board of Directors. As part of this work, the IERCD stewards conservation easement properties and facilitates termed mitigation projects over a diverse range of habitats within the District's service area.

b. Financial Condition

The IERCD undergoes an annual financial assessment facilitated by the San Bernardino County Local Agency Formation Commission, and an annual fiscal audit, both of which affirm on an annual basis the IERCD's organizational sustainability and consistency with requirements for stewardship of public monies. These records are available upon request.

The District receives general funding from a percentage of property taxes in San Bernardino County, holds restricted funds for the purpose of stewarding conservation easement and mitigation projects, and is operating with a 2017-18 FY budget of \$3,032,000. There are no significant financial risks to report on, including but not limited to the threat of bankruptcy, pending litigation, planned office closures, or an impending merger.

c. Project Experience

The work involved in this RFP includes conducting general monitoring and reporting activities at the Greer Ranch and Adeline Farms properties. General monitoring activities will include documenting, photographing and mapping evidence of any prohibited activities listed in the terms of the conservation easement, such as encroachments, nuisance water, alteration or pollution of natural watercourses, presence of non-native species, failures of native plants, and fencing or trash issues. The IERCD has extensive experience carrying out easement monitoring and reporting tasks on the 12 active projects that it manages. Key IERCD staff members slated to participate in this proposed monitoring have expertise in conducting a variety of habitat maintenance activities performed in response to determination of limited easement function, including but not limited to vegetation surveys, invasive plant species removal, seeding and container stock revegetation, should these services be needed.

d. **Subcontractors**

The IERCD works with two primary subcontractors who may participate in completion of this scope of work, should the District be selected. These include:

The Santa Ana Watershed Association

Contact: Hugh Wood

Hwood@sawatershed.org

1835 Chicago Ave Suite C

Riverside, CA 92507

951-780-1012

The Santa Ana Watershed Association (SAWA) is a 501c3 organization with over 18 years of experience stewarding mitigation properties, through oversight and direct performance of tasks including but not limited to invasive vegetation removal, native plant restoration, species monitoring, trash remediation, fence and sign maintenance, monitoring, and report development. The IERCD and SAWA have a current employee sharing agreement enabling partnering on multiple projects, allowing SAWA to provide varying degrees of support on the majority of IERCD termed mitigation and perpetuity conservation easement projects.

SAWA's role on this project would potentially consist of performance of site monitoring and provision of data to IERCD for compilation into site reporting.

Habitat Restoration Sciences

Contact: Kyle Matthews

1217 Distribution Way

Vista, CA 92801

760-691-3924

kmatthews@hrs.dudek.com

Habitat Restoration Sciences (HRS) is a for-profit private restoration firm, providing a suite of services on current IERCD projects ranging from site assessments to reporting to development of restoration plans. IERCD and HRS have a current "on-call" agreement allowing the District to request services from HRS as necessary to complete its project obligations.

If the IERCD is selected as the winning bidder for this project, HRS may be called upon to support the District through performance of monitoring and/or report contribution.

e. **Project References**

Project 1: Oak Glen Basins Conservation Easement, Yucaipa

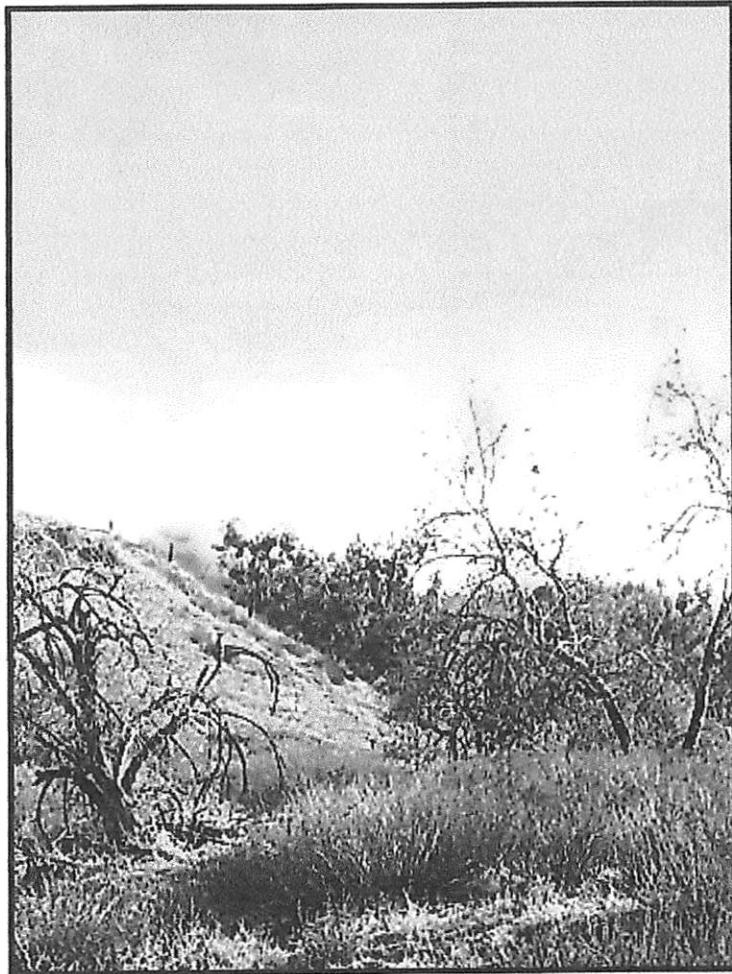
Contact: Mike Seal, Special Projects & Maintenance Engineer

34272 Yucaipa Boulevard

Yucaipa, CA 92399

mseal@yucaipa.org
909-797-2489 x252

In July of 2014, the IERCD accepted Grantee interest over a 2-A of open space within Wilson Creek in the City of Yucaipa. Site activities that IERCD performs include invasive species control, trash removal, sign inspection and maintenance, coordination with the City and the public, and associated monitoring and reporting required to document annual activities completed on the property. Each report contains photos from established stations, a record of species observed, status of restoration, presence of non-native plants and trash, and general indicators of site health and function. Reports are created within established requirements of regulatory agencies and included as part of IERCD's annual mitigation status submittal to agencies.



Oak Glen Basins 2-A Conservation Easement Site

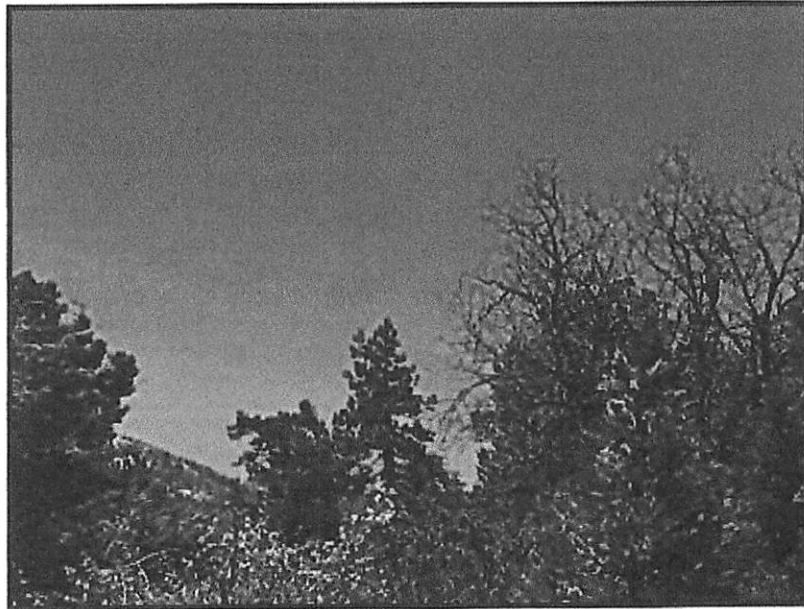
The scope of work performed by the IERCD on behalf of Oak Glen Basins conservation easement function is very similar to what is being requested on Adeline Farms and Greer Ranch under this RFP.

Project 2: Big Bear Pebble Plain Conservation Easement, Unincorporated San Bernardino County

Contact: Kevin Kellems, Project Manager
San Bernardino Mountains Land Trust
PO Box 490
Lake Arrowhead, CA 92352
kkellems@sbmlt.org
909-867-3536

In April of 2014, the IERCD accepted Grantee interest over 12-A of pebble plain and mixed pinon pine-juniper forest habitat, within a larger 166-A conserved property in unincorporated San Bernardino County just south and east of Big Bear Lake. The role of the IERCD on this property is to annually evaluate the site for general function through performance of monitoring including but not limited to photos from established stations, documentation of wildlife present, noting locations of trash and invasive species, coordination with landowner San Bernardino Mountains Land Trust, and assisting in facilitating special projects such as installation of key areas of fencing. All of this information is compiled in reporting submitted annually to the California Department of Fish and Wildlife.

The scope of work performed by the IERCD on behalf of the Pebble Plains conservation easement function is very similar to what is being requested on Adeline Farms and Greer Ranch under this RFP.



Pebble Plain 12-A Conservation Easement Site

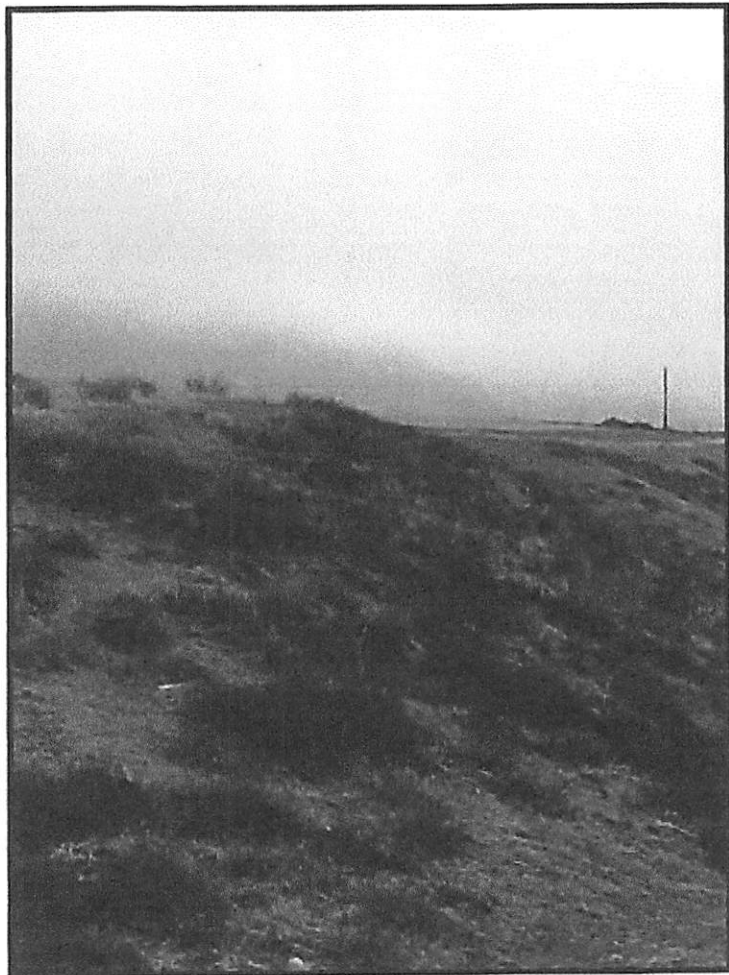
Project 3: El Dorado Conservation Easement, Yucaipa

Contact: Mike Seal, Special Projects & Maintenance Engineer
34272 Yucaipa Boulevard
Yucaipa, CA 92399
mseal@yucaipa.org
909-797-2489 x252

In August of 2016, the IERCD accepted Grantee interest over 6.19-A of ephemeral drainage and buffer habitat within the larger 334-A conservation area in northern Yucaipa known as El Dorado. Subsequently in December of 2016, the IERCD also accepted responsibilities associated with the five-year establishment of native habitat at this site separate and apart from Grantee interest. Collectively, these two areas of responsibility translate into performance of annual tasks designed to uplift the site including invasives control, native plant restoration, and regular site maintenance and monitoring; and tasks consistent with perpetuity property oversight including annual photo points, monitoring of function, documentation of trash and other threats to site health, and reporting to permitting agencies.

The scope of work performed by the IERCD on behalf of the perpetuity monitoring work on behalf of the 6.19-A conservation easement is very similar to what is being requested on Adeline Farms and Greer Ranch under this RFP.

**El Dorado 6.19-A
Photopoint**



2. Proposed Staffing and Project Organization

Monitoring and Field Reporting activities in accordance with the terms included in the RFP will be carried out by key personnel including:

- Aaron Echols, IERCD's Lead Field Ecologist, with over five years of experience leading habitat maintenance activities in Southern California
- Eric Chan, IERCD's Project Manager, who has 1.5 years of experience monitoring and reporting on mitigation sites, and an additional nine months of experience reviewing and assessing compliance with mitigation project work during his tenure as a scientific aide with the California Department of Fish and Wildlife.

Key personnel will be available to the extent proposed for the duration of the agreement. No person designated as integral to the project shall be removed or replaced without the prior written concurrence of TEAMRCD.

Staff Resumes:

Aaron Echols – IERCD Lead Field Ecologist

aechols@iercd.org

(909) 283-7785

Education

B.S., Environmental Science, Natural Resource Management and Conservation
San Francisco State University, January 2010

Highlighted Skills

Strong knowledge of CA native plants as well as CAL-IPC invasive plants
Strong knowledge of ornithology and CA bird species and identification
Experience in creating species specific Habitat Mitigation and Monitoring Plans
Experience treating invasive plants on cliff sides using climbing equipment and rope
Plant propagation and nursery experience
Volunteer management experience
Ability to work efficiently within a group or independently

Technical Skills

Adept in vegetation, avian, and mammalian sampling techniques and analysis of collected data
Highly skilled in ArcGIS
Highly skilled using Trimble and other GPS and PDA units
Certified to apply herbicide
Certified, FAA Section 107 unmanned aircraft (Drone) operating license

First Aid/CPR/AED certified

Work Experience

Field Ecologist-Lead Field Ecologist, Inland Empire Resource Conservation District, Redlands

Full-time; September 2014-Present.

Work duties include leading uplift and restoration activities over 20+ habitat conservation and restoration sites, designing habitat plans, conducting a vegetation surveys, and carrying our routine site assessment activities such as monitoring, taking photo points and reporting, and coordinating with clients and regulatory agencies.

Anacapa Restoration Ecologist, Channel Islands Restoration, Santa Barbara, CA.

Full/Part time; April 2012 – October 2014.

Work duties were confined to Anacapa Island and consisted of volunteer day planning and preparation, volunteer orientation and supervision, chemical and mechanical treatment of invasive plant species, invasive plant monitoring and surveying, nursery attendance, and design and implementation of a pump facilitated irrigation network, determining restoration plant composition for seabird nesting habitat.

Research Associate, Great Basin Institute,

Great Basin Institute, East Riverside CA.

Full time; March 2014 – June 2014,

Work duties revolved around collecting plant and soil data by means of conducting line-point intercept, total plot species presence, and assessing various components of a dug soil pit; using AIM (Assessment, Inventory, Monitoring) protocol.

Assistant Preserve Manager, Center for Natural Lands Management, Riverside and Orange Counties, CA.

Full time; February 2011 – July 2011.

Work duties were distributed among fourteen different natural land preserves and included biological monitoring of plants and animals, vegetation surveys, assembly of site specific plant species list, weed control, patrol for trespass, fence repair and construction, data entry, and general site maintenance.

Eric Chan – IERCD Project Manager

echan@iercd.org

(909) 283-7789

Education

Bachelor of Science, Natural Resource and Environmental Management

University of Hawaii at Manoa (UHM), Honolulu, HI, 2014

Work Experience

Project Manager, Inland Empire Resource Conservation District, Redlands

February 2016 – Present

Oversight of conservation, enhancement, and restoration-focused mitigation and habitat conservation projects, including:

- Interpretation of permits and coordination with partner and regulatory agencies
- Calculation and tracking of project short and long-term costs
- Ensuring compliance with regulatory requirements associated with projects, and
- Overseeing project design, installation, intensive maintenance period, and long-term site stewardship
- Consultation with legal counsel in project contracting
- Development of project reports ensuring compliance with regulatory and/or grant agreement standards
- Assistance with management of bids and contractor oversight for third-party work performed on projects, including development of scope of work documents, facilitation of bid walks, receipt and processing of bids, and coordination and management of contractors in light of regulatory requirements associated with native wildlife, aquatic resources, streambed, and other habitat under the protection of regulatory agencies.
- Property acquisition research focused towards the development of an In-Lieu Fee Program for Wetland Mitigation

Scientific Aide, California Department of Fish and Wildlife, January 2015 – February 2016 -

Inland Deserts Region, Ontario, CA

- Assistant coordinator for the California Aquatic Education Program and "Fishing in the City" Program in Region 6 – South, tasked with coordinating the "Trout in the Classroom" program in over 60 classrooms, reaching 3000 students. Duties include facilitating trout egg deliveries, coordinating with other government agencies to create urban angling opportunities, grant writing, and program report composition.
- Outreach work focused on our local watersheds, invasive species and habitat conservation
- Conservation Planning and Drought Monitoring work in sensitive native fish habitat (Coldwater Canyon, Shay Creek UTS).
- General Fish Survey and Invasive Species Removal work using electro-fishing methods.
- LSA Agreement Draft composition and Operation of Law letter distribution experience.

Coordinating Group on Alien Pest Species, (CGAPS), Student Worker, Jan 2014 – May 2014

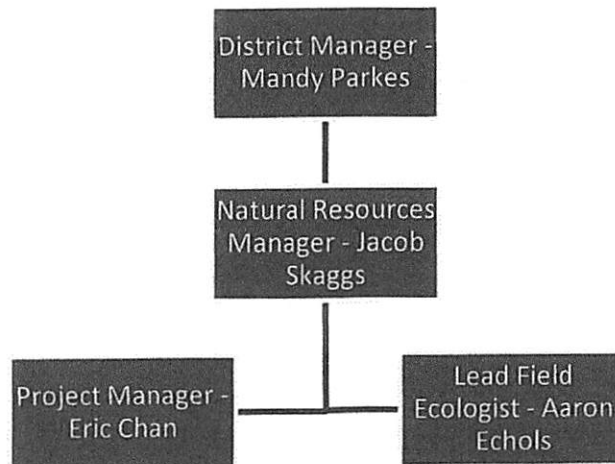
University of Hawaii, Honolulu, HI

- Lead a group of 5 seniors from the University of Hawaii at Manoa to help CGAPS in combating the invasive Coconut Rhinoceros Beetle by surveying potentially damaged trees and running a community outreach webpage.

Technical Skills

Computer: Proficient in Microsoft Word, Excel, PowerPoint, Outlook and ARCGIS.
Experience using GIS for community planning and vegetation mapping.

Project Organization Chart Representing Communication/Reporting Relationships of Key Personnel



3. Work Plan

a. Scope of Work Task Completion

Although this is a bundled RFP, the IERCD would approach data gathering and compilation into reporting for TEAMRCD as two separate efforts, consisting of the following:

- Greer Ranch

- Initial site visit in January of Year I to gauge baseline condition of Greer Ranch upon execution of IERCD-TEAMRCD contract for provision of RFP services, to consist of:
 - Official established photo points (using existing or establishing new depending on needs of TEAMRCD), noting direction, time, and date of each photo.
 - Inspection for site issues including evidence of illegal trespass, standing water, watercourse alteration, presence of invasive species, fencing damage, and any trash, documented with photos and GPS points while in the field.
 - Inspection for dead/dying native plants, documented with photos and GPS points while in the field

Following this initial baseline determination, a post-visit email to TEAMRCD will be sent within 72 hours of the visit, noting all occurrences of site health threats mapped using GPS data from the field

- Remainder of Year I

- Three additional site visits within the first two weeks of April, July, and October, to include photo points only plus incidental notes/photos on any evidence of site health challenges gathered during comprehensive site walk through
- One comprehensive report of all site visits to be remitted to TEAMRCD on or before January 31st, 2019

- Year II

- Comprehensive site visit in January 2019 consisting of:
 - Official established photo points, noting direction, time, and date of each photo.
 - Inspection for site issues including evidence of illegal trespass, standing water, watercourse alteration, presence of invasive species, fencing damage, and any trash, documented with photos and GPS points while in the field.
 - Inspection for dead/dying native plants, documented with photos and GPS points while in the field
 - Email to TEAMRCD within 72 hours of field visit noting any items of concern and including photos and GPS locations
- Three quarterly photo point/incidental issue observation visits gathered during comprehensive site walk through within the first two weeks of April, July, and October of 2019
- One comprehensive report of all site visits to be remitted to TEAMRCD on or before January 31st, 2020

- Year III
 - Comprehensive site visit in January 2020 consisting of:
 - Official established photo points, noting direction, time, and date of each photo.
 - Inspection for site issues including evidence of illegal trespass, standing water, watercourse alteration, presence of invasive species, fencing damage, and any trash, documented with photos and GPS points while in the field.
 - Inspection for dead/dying native plants, documented with photos and GPS points while in the field
 - Email to TEAMRCD within 72 hours of field visit noting any items of concern and including photos and GPS locations
 - Three quarterly photo point/incidental issue observation visits gathered during comprehensive site walk through within the first two weeks of April, July, and October of 2020
 - One comprehensive report of all site visits to be remitted to TEAMRCD on or before January 31st, 2021
- Adeline Farms
 - Comprehensive site visit in May (better time to gauge site condition; would extend to summer if TEAMRCD so desired) of Year I to gauge baseline condition of Adeline Farms upon execution of IERCD-TEAMRCD contract for provision of RFP services, to consist of:
 - Official established photo points, noting direction, time, and date of each photo.
 - Inspection for site issues including evidence of illegal trespass, standing water, watercourse alteration, presence of invasive species, fencing damage, and any trash, documented with photos and GPS points while in the field.
 - Inspection for dead/dying native plants, documented with photos and GPS points while in the field

Following this initial baseline determination, a post-visit email to TEAMRCD will be sent within 72 hours of the visit, noting all occurrences of site health threats mapped using GPS data from the field
 - Remainder of Year I
 - Three site visits within the first two weeks of January, July, and October, to include photo points only plus incidental notes/photos on any evidence of site health challenges gathered during travel between photo points
 - One comprehensive report of all site visits to be remitted to TEAMRCD on or before January 31st, 2019
 - Year II
 - Comprehensive site visit in May 2019 consisting of:
 - Official established photo points, noting direction, time, and date of each photo.
 - Inspection for site issues including evidence of illegal trespass, standing water, watercourse alteration, presence of invasive

- species, fencing damage, and any trash, documented with photos and GPS points while in the field.
 - Inspection for dead/dying native plants, documented with photos and GPS points while in the field
 - Email to TEAMRCD within 72 hours of field visit noting any items of concern and including photos and GPS locations
- Three quarterly photo point/incidental issue observation visits gathered during movement between photo points within the first two weeks of January, July, and October
- One comprehensive report of all site visits to be remitted to TEAMRCD on or before January 31st, 2020
- Year III
 - Comprehensive site visit in May 2020 consisting of:
 - Official established photo points, noting direction, time, and date of each photo.
 - Inspection for site issues including evidence of illegal trespass, standing water, watercourse alteration, presence of invasive species, fencing damage, and any trash, documented with photos and GPS points while in the field.
 - Inspection for dead/dying native plants, documented with photos and GPS points while in the field
 - Email to TEAMRCD within 72 hours of field visit noting any items of concern and including photos and GPS locations
 - Three quarterly photo point/incidental issue observation visits gathered during movement between photo points within the first two weeks of January, July, and October of 2020
 - One comprehensive report of all site visits to be remitted to TEAMRCD on or before January 31st, 2021

b. Quality Control Methods

The IERCD operates its mitigation and conservation easement program with a clear understanding of the need for collection, storage and analysis of high quality data, gathered in a manner demonstrating respect for all site partners for the benefit of ongoing effective site management. To this end, the District plans to ensure project quality control through performance of the following measures:

- **Site Access:** the IERCD will provide a minimum of 72 hours' notification to the Greer Ranch HOA in advance of site access. Any issues in accessing the site due to communication problems with the HOA will be reported to TEAMRCD at the next available opportunity to do so.
- **Use of Key Staff:** all activities under this RFP will be done with key personnel named in section two of this document, both of whom are familiar with collection categories, requirements, and protocols for follow-up action detailed in this RFP. As stated earlier in the body of this proposal, no substitutions for key staff will be made without written consent of TEAMRCD.
- **Integrity of Data Collection:** all data collected in the course of completion of tasks under this RFP will be done according to the methods outlined in this RFP response, then shared with TEAMRCD in multiple forms including written

reports/emails, photos, and GPS'd points to allow for subsequent action/adaptive management for site benefit.

- **Oversight of Submitted Written Work:** Reports and other written materials submitted to TEAMRCD will be reviewed by the IERCD Natural Resources Manager for consistency, quality, and adherence to the terms of this RFP. These terms include data to be collected and protocols for timeline for communicating issues to TEAMRCD.
- **Regular Communication with TEAMRCD:** IERCD will ensure availability of key staff for discussions/written communication with TEAMRCD as necessary to ensure adherence to the terms of the RFP.

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance Requirement Summary

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

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

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

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

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

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

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

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

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

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

Coverage Verification. Service Provider shall furnish TEAMRCD with original certificates and amendatory endorsements effecting coverage required by this Section. All certificates and endorsements shall be in a form acceptable to TEAMRCD. Service Provider shall require and

verify that all of its subcontractors maintain insurance meeting all of the requirements of this Section The SERVICE PROVIDER shall have presented, at the time of execution of the Contract, the Insurance Certifications and Endorsements required in the Contract.

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

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

I, Greg Hall, the CEO of
(President, Manager, Owner)

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

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


Signature of President, Manager, Owner

8/29/17
Date

ATTACHMENT B COST PROPOSAL FORM

Due Date and Time for Proposal Submittal: August 30th, 2017 by 4:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

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

BID PROPOSAL

Conservation Easements	Costs – Required site work (see Cost Estimates 1 assuming single annual inspection)	Costs – Elevated site work (see Cost Estimates 2 assuming quarterly inspections)
Greer Ranch	3,083.96	6,522.18
Adeline Farms	2,311.60	5,639.48
Total Cost	5,395.56	12,161.66

The enclosed proposal MUST include the following required submittals:

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

Inland Empire Resource Conservation District

Name of Firm

25864-K Business Center Drive

Address

Redlands, CA, 92374

City, State, Zip Code

909-799-7407

Telephone

Signature

Mandy Parkes

Name of Authorized Agent (Printed or Typed)

mparkes@iercd.org

E-mail address

909-478-5501

Fax

Date

8-30-17

8/30/2017

Cost Estimates 1 for Monitoring and Reporting for Greer Ranch and Adeline Farms - REQUIRED TASKS

Greer Ranch Tasks	1	2	3	Totals
Annual Site Inspection				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	15	15	15	45
Totals	\$525.00	\$551.25	\$578.81	\$1,655.06
Reporting and Correspondence				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	5	5	5	15
Natural Resources Manager	\$46.00	\$48.30	\$50.72	
NRM Hrs	5	5	5	15
Totals	\$405.00	\$425.25	\$446.51	\$1,276.76
Mileage				
Annual Miles	92	92	92	276
Rate	\$0.54	\$0.55	\$0.57	
Totals	\$49.22	\$50.70	\$52.22	\$152.13
Project Total	\$979.22	\$1,027.20	\$1,077.54	\$3,083.96

Adeline Farms Tasks				
Annual Site Inspection				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	8	8	8	24
Totals	\$280.00	\$294.00	\$308.70	\$882.70
Reporting and Correspondence				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	5	5	5	15
Natural Resources Manager	\$46.00	\$48.30	\$50.72	
NRM Hrs	5	5	5	15
Totals	\$405.00	\$425.25	\$446.51	\$1,276.76
Mileage				
Annual Miles	92	92	92	276
Rate	\$0.54	\$0.55	\$0.57	
Totals	\$49.22	\$50.70	\$52.22	\$152.13
Project Total	\$734.22	\$769.95	\$807.43	\$2,311.60

Please note that all numbers on this sheet are ESTIMATES only and are subject to IERCD board approval.

8/30/2017

Cost Estimates - Monitoring and Reporting for Greer Ranch and Adeline Farms - RFP Tasks

Greer Ranch Tasks	1	2	3	Totals
Quarterly Site Inspections				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	40	40	40	120
Totals	\$1,400.00	\$1,470.00	\$1,543.50	\$ 4,413.50
Reporting and Correspondence				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	5	5	5	15
Natural Resources Manager	\$46.00	\$48.30	\$50.72	
NRM Hrs	8	8	8	24
Totals	\$543.00	\$570.15	\$598.66	\$ 1,711.81
Mileage				
Annual Miles	240	240	240	720
Rate	\$0.54	\$0.55	\$0.57	
Totals	\$128.40	\$132.25	\$136.22	\$396.87
Project Totals	\$2,071.40	\$2,172.40	\$2,278.38	\$6,522.18

Adeline Farms Tasks

Quarterly Site Inspections				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	32	32	32	96
Totals	\$1,120.00	\$1,176.00	\$1,234.80	\$ 3,530.80
Reporting and Correspondence				
Field Ecologist/Project Manager	\$35.00	\$36.75	\$38.59	
FE/PM Hrs	5	5	5	15
Natural Resources Manager	\$46.00	\$48.30	\$50.72	
NRM Hrs	8	8	8	24
Totals	\$543.00	\$570.15	\$598.66	\$1,711.81
Mileage				
Annual Miles	240	240	240	720
Rate	\$0.54	\$0.55	\$0.57	
Totals	\$128.40	\$132.25	\$136.22	\$396.87
Project Totals	\$1,791.40	\$1,878.40	\$1,969.68	\$5,639.48

Please note that all numbers on this sheet are ESTIMATES only and are subject to IERCD board approval.



Phone (760) 728-1332
Fax (760) 728-1331

1588 South Mission Road, Suite 100
Fallbrook, California 92028

www.missionrccd.org

August 23, 2017

TEAM RCD
P.O. Box 2078
Temecula, CA 92593-2078

Dear Carol Lee Brady,

Mission Resource Conservation District (MRCD) respectfully submits the following response to the Request for Proposals titled "Conservation Easement Monitoring and Reporting 2016-2020." This offer shall remain valid for a period of 90 calendar days from the date of submittal.

Please do not hesitate to contact me via phone at (760) 728-1332 or via e-mail at Judy@MissionRCD.org should you have any questions or concerns regarding the proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Judith Mitchell".

Judith Mitchell, District Manager

Mission Resource Conservation District
Response to Request for Proposals
Conservation Easement Monitoring and Reporting
Technical Proposal

1. Qualifications

A. Firm Profile

Mission Resource Conservation District (MRCD) was organized on September 14, 1944 and is a non-regulatory unit of local government committed to helping property owners conserve natural resources on their land. MRCD has one office location in Fallbrook, California that houses eight employees.

MRCD offers an array of services aimed at assisting property owners in the conservation and management of natural resources. These services include, but are not limited to: conservation planning, residential irrigation evaluations, agricultural irrigation evaluations, invasive plant control, and outreach and education.

B. Financial Condition

MRCD is in good financial standing and has no delinquencies to report. MRCD has a reliable history of completing its project on time and within budget.

C. Experience

MRCD provides biological monitoring services on several projects. MRCD hold permits from US Fish & Wildlife Service, US Army Corps of Engineers, and California Department of Fish & Wildlife for the removal of invasive, non-native plants and riparian restoration projects. As part of the permit requirements, MRCD staff oversees the implementation of weed management projects to ensure compliance. MRCD regularly monitors and reports to the abovementioned

permitting agencies on its Santa Margarita-San Luis Rey Weed Management Area Program, which includes photo-point monitoring and performance evaluation.

MRCD worked with the California Department of Transportation (CalTrans) to successfully meet the mitigation criteria set forth by the US Fish & Wildlife Service, US Army Corps of Engineers, and California Department of Fish & Wildlife for the “Morrison Property” mitigation site. MRCD provided CalTrans with biological monitoring services and site coordination. These services included: monitoring of native plants to ensure success, monitoring of non-native annual and perennial cover, coordination with contractors for weed control and native plant watering, site access control, monitoring and coordination of removal of illegal dumping sites and general site condition monitoring,

D. Subcontractors

No subcontractors will be used to complete the proposed project.

E. References

California Department of Transportation

Mr. Edward “Ted” Thurston

Landscape Associate/Mitigation Specialist

4050 Taylor St.

San Diego, CA 92110

619-688-0173

Wildlife Conservation Board

Mr. Brian Cary

WCB State Representative

1700 9th St., 4th Floor

Sacramento, CA 95811

916-324-7487

San Diego Association of Governments

Environmental Mitigation Program

Ms. Sarah Pierce

Regional Environmental Planner

401 B Street, Suite 800

San Diego, CA 92101

(619) 699-7312

2. Proposed Staffing and Project Organization

A. Profession Staff

The primary staff person assigned to this project will be Karla Standridge, Biologist. Ms. Standridge holds a Bachelor of Science in Natural Resources and Environmental Management from the University of Hawaii at Monoa and is expected to receive her Master of Science in Environmental Policy and Management in February 2018. Ms. Standridge has been with MRCD for five years. Her primary duties include the management of the Santa Margarita-San Luis Rey Weed Management Area, including management of associated grants and reporting and monitoring requirements. Ms. Standridge is a Certified Conservation Planner through the USDA Natural Resources Conservation Service.

B. Project Organization

Ms. Standridge reports directly to Judith Mitchell, District Manager.

C. Key Personnel Statement

Key personnel will be available to the extent proposed for the duration of

the agreement. No person designated as “key” to the project shall be removed or replaced without the prior written concurrence of TEAMRCD.

3. Work Plan

A. Approach

Greer Ranch

Inspection of the Greer Ranch Conservation Easements will occur once per calendar quarter, within the first two weeks of each calendar quarter. Each inspection session will include a walkthrough of the site to assess the overall conditions, including encroachments, nuisance water, alteration or pollution to watercourses, non-native flora and fauna, unpermitted fencing, and trash or other debris not associated with the site. Native vegetation will be observed and any significant mortality will be recorded. Observations will be documented and a report of infractions and/or undesirable conditions will be sent to TEAM RCD no more than one business day after the inspection session. The report will include a description of infractions and photographs and coordinate locations of the listed infractions.

Quarterly photopoint monitoring of the Greer Ranch Conservation Easements will occur once per calendar quarter, within the first two weeks of each calendar quarter, and on the same date as the quarterly inspection. Time, date and direction of each photo will be included in the report with the photograph. An annual report comprised of information gathered during each quarterly inspection will be submitted to TEAMRCD on “Exhibit F form” no later than December 31st of each year.

B. Quality & Schedule Control

To ensure quality control, the same personnel will perform the tasks described in the Approach. The same equipment will be used in the field (compass, GPS, camera) and personnel will ensure that equipment is properly maintained and calibrated. As an extra precaution, personnel will bring the previous quarter's inspection and monitoring documents and photographs to the field for instances in which questions may arise. To ensure schedule control, the District Manager and key personnel will effectively communicate and coordinate site visits.

Adeline Farms

Inspection of the Adeline Farms Conservation Easements will occur once per calendar year, within the first two weeks of the year. The inspection session will include a walkthrough of the site to assess the overall conditions, including encroachments, nuisance water, alteration or pollution to watercourses, non-native flora and fauna, unpermitted fencing, and trash or other debris not associated with the site. Native vegetation will be observed and any significant mortality will be recorded. Observations will be documented and a report of infractions and/or undesirable conditions will be sent to TEAM RCD no more than one business day after the inspection session. The report will include a description of infractions and photographs and coordinate locations of the listed infractions.

Quarterly photopoint monitoring of the Adeline Farms Conservation Easements will occur once per calendar quarter, within the first two weeks of each calendar quarter. Time, date and direction of each photo will be included in the report with the photograph. An annual report comprised of information gathered during the annual inspection & quarterly photo monitoring sessions will be

submitted to TEAMRCD on “Exhibit F form” no later than December 31st of each year.

B. Quality & Schedule Control

To ensure quality control, the same personnel will perform the tasks described in the Approach. The same equipment will be used in the field (compass, GPS, camera) and personnel will ensure that equipment is properly maintained and calibrated. As an extra precaution, personnel will bring the previous quarter’s inspection and monitoring documents and photographs to the field for instances in which questions may arise. To ensure schedule control, the District Manager and key personnel will effectively communicate and coordinate site visits.

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

**Attachment A
Acknowledgement of Insurance Requirements**

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

I, _____, the _____ of
(President, Manager, Owner)

(Name of Company, Corporation) certify that these insurance requirements have been
read and understood and that _____ (Name of Insurance
Provider) is able to provide the coverage, as specified.

Signature of President, Manager, Owner

Date

***MRCD's insurer, SDRMA, does not provide Waivers of Subrogation. Attached to this response, please find a copy of MRCD's current Certificate of Coverage showing policy limits.**

MEMBER'S CERTIFICATE OF COVERAGE

Issue Date
7/1/2017

Provider Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org



Member Mission Resource Conservation District
1588 S. Mission Road Ste 100
Fallbrook California, 92028

Member Number: 7071

This is to certify that coverages listed below have been issued to the Member named above for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document. This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
Property	See Coverage Docs	7/1/2017	7/1/2018	Per Occurrence
Property				\$ 1,000,000,000
Boiler & Machinery				\$ 100,000,000
Pollution	PPC-SDRMA-201718			\$ 1,000,000
Cyber	See Coverage Docs			Limits on File
				Replacement cost for Scheduled Property
General Liability	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence
Bodily Injury				\$ 2,500,000
Property Damage				\$ 2,500,000
Public Officials Personal				\$ 500,000
Employment Benefits				\$ 2,500,000
Employee/Public Officials E & O				\$ 2,500,000
Employment Practices Liability				\$ 2,500,000
Employee/Public Officials Dishonesty	EDC-SDRMA-201718			\$ 1,000,000
Auto Liability	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence
Auto Bodily Injury				\$ 2,500,000
Auto Property Damage				\$ 2,500,000
Uninsured Motorist	UMI-SDRMA-201718			Limits on File
Auto Physical Damage	LCA-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence
Auto PD - Comp				Limits on File
Auto PD - Collision				Limits on File
High Dollar Vehicles				Limits on File
Workers' Compensation	WCP-SDRMA-201718	7/1/2017	7/1/2018	Per Occurrence
Employers Liability				\$ 5,000,000
Workers' Compensation				Statutory

Description: All listed coverage is in effect only for the time period specified

Gregory S. Hall - Chief Executive Officer

**ATTACHMENT B
COST PROPOSAL FORM**

Due Date and Time for Proposal Submittal: July 28, 2016 by 4:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

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

BID PROPOSAL	
Conservation Easements	Cost
Greer Ranch	\$13,744.08
Adeline Farms	\$9,389.52
Total Cost	\$23,133.60

The enclosed proposal MUST include the following required submittals:

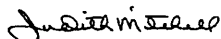
- (1) Identification of Proposed staffing, qualifications and organization
- (2) Work Plan
- (3) Acknowledgement of Insurance Requirements (Attachment A)
- (4) Cost Proposal (Attachment B)

Mission Resource Conservation District
Name of Firm

1588 S. Mission Rd., Ste 100
Address

Fallbrook, CA 92028
City, State, Zip Code

760-728-1332
Telephone


Signature

Judith Mitchell
Name of Authorized Agent (Printed or Typed)

Judy@MissionRCD.org
E-mail address

760-728-1331
Fax

08/23/2017
Date

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into on March 1, 2017 by and between Dave McElroy (herein referred to as "CONTRACTOR") and the Temecula-Elsinore-Anza-Murrieta Resource Conservation District, a California resource conservation district, (herein referred to as "TEAM RCD").

RECITALS

WHEREAS, TEAM RCD is in need of the services offered by CONTRACTOR, and CONTRACTOR has the relevant training, experience and/or knowledge to perform the scope of services set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Description of Services

CONTRACTOR shall provide all services as specified in Exhibit A, Scope of Services, to the Agreement.

2. Period of Performance

This Agreement shall be for an initial term of six (6) months ("Initial Term"), commencing on March 1, 2017 and continues in effect through August 31, 2017, unless earlier terminated. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. At the end of the Initial Term, the parties may, by mutual written amendment, renew this Agreement for an additional six (6) months.

3. Compensation

3.1 For services rendered as described in Exhibit A of this Agreement, TEAM RCD shall pay CONTRACTOR at the hourly rate of \$12.00 per hour. Maximum payments by TEAM RCD to CONTRACTOR shall not exceed \$6,300 for the Initial Term, unless the parties, by mutual written amendment, increase the maximum payment amount which shall require the approval of TEAM RCD Board of Directors. TEAM RCD, at its discretion, may reimburse CONTRACTOR for reasonable and necessary expenses incurred by CONTRACTOR in the performance of services under this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to TEAM RCD by CONTRACTOR within 15 days from the last day of each calendar month, and TEAM RCD shall pay the invoice within 30 days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered. CONTRACTOR shall send invoices to:

TEAM RCD
P.O. Box 2078
Temecula, CA 92593
Attn: Rose Corona, Board President

4. Termination

4.1 Either party may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

4.2 TEAM RCD may, upon 5 days, written notice terminate this Agreement if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure.

4.3 After receipt of the notice of termination, CONTRACTOR shall: (a) Stop all work under this Agreement on the date specified in the notice of termination; and (b) Transfer to TEAM RCD and deliver in the manner directed by TEAM RCD any materials or reports, which if the Agreement had been completed or continued, would have been required to be furnished to TEAM RCD.

4.4 After termination, TEAM RCD shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

4.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5. Ownership/Use of Contract Materials

The CONTRACTOR agrees that all materials or reports in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by TEAM RCD pursuant to this Agreement shall be the sole property of TEAM RCD. The material or reports may be used by TEAM RCD for any purpose that TEAM RCD deems to be appropriate. Except as otherwise provided in this Agreement, CONTRACTOR agrees not to release or circulate in whole or part such materials or reports without prior written authorization of the TEAM RCD.

6. Conduct of Contractor

6.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement.

6.2 CONTRACTOR shall not use for personal gain or make other improper use of Confidential Information which is acquired in connection with this Agreement. The term "Confidential Information" includes but is not limited to TEAM RCD information or data which is not subject to public disclosure. If CONTRACTOR is requested or required to disclose any Confidential Information, CONTRACTOR shall promptly notify the COUNTY.

7. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the TEAM RCD. It is expressly understood and agreed that the CONTRACTOR shall in no event be entitled to any benefits to which employees are entitled, including

but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of TEAM RCD merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

8. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of TEAM RCD.

9. Disputes

The parties shall attempt to resolve any disputes amicably. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. The parties shall share the cost of the mediations.

10. Indemnification and Insurance

10.1 CONTRACTOR agrees to indemnify and hold harmless TEAM RCD, including its directors, officers, agents and employees, from any liability, loss, damage, expense and costs arising out of or related to CONTRACTOR's negligence, recklessness, errors, omissions or willful misconduct related to or arising from the performance of CONTRACTOR's obligations under this Agreement. TEAM RCD will promptly notify CONTRACTOR of any claim or actions which arise and for which indemnification is sought.

10.2 CONTRACTOR agrees to procure and maintain or cause to be maintained, at its sole cost and expense, insurance coverage for workers' compensation, commercial general liability and vehicle liability during the term of this Agreement and further agrees to indemnify and hold harmless TEAM RCD for any incidents that occur during CONTRACTOR's performance of this Agreement.

11. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

TEAM RCD

TEAM RCD
P.O. Box 2078
Temecula, CA 92593
Attn: Rose Corona, Board President

CONTRACTOR

Dave McElroy
15059 Rocking Horse Ct.
Lake Elsinore, CA 92530

12. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or County agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by TEAM RCD. CONTRACTOR shall provide to TEAM RCD reports and information related to this Agreement as requested by TEAM RCD.

13. Compliance with Law

13.1 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable TEAM RCD policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

13.2 CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Government Code § 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.) and all other applicable laws or regulations.

14. General Provisions

14.1 If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

14.2 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of TEAM RCD. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

14.3 Any waiver by TEAM RCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of TEAM RCD to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing TEAM RCD from enforcement of the terms of this Agreement.

14.4 In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.5 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law

providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.6 This Agreement, including any attachments or exhibits, which are incorporated herein by reference, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

DAVE MCELROY

By: 

Rose Corona, President
Board of Directors

Dated: 3-9-17

By: 

Dated: 3-9-17

EXHIBIT A
Scope of Services

During the term of the Agreement, CONTRACTOR shall provide the following services to TEAM RCD:

1. Administrative services, including but not limited to: filing, maintaining all developer files and information, receive correspondence and payments to TEAM RCD and forward to TEAM RCD bookkeeper as necessary, deposit monies as necessary, assist with the preparation of TEAM RCD Board of Directors ("Board") agendas and packets for all Board meetings, assist with transcription and creation of Board minutes, scan and digitize all bills, correspondence and appropriate documents for historical and informational purpose, return calls, e-mails and provide Board President and the Board with updates and reports on all assigned duties;
2. General office management as necessary to keep TEAM RCD operating efficiently;
3. Assist with the development of Board policy and procedures in written form and maintaining TEAM RCD handbook for all Directors;
4. Assist with the preparation of any Requests for Proposals (RFPs) as instructed or requested by the Board, follow-up or send RFPs, maintain contact with potential vendors, and present reports or bids to be included in the Board packet for Board review;
5. Maintain and submit, in a timely manner, all information for annual reports to the California Department of Fish and Wildlife on existing conservation easements and properties owned by TEAM RCD;
6. Manage and attend to all projects, water audits, programs and monitoring necessary to meet the obligations of TEAM RCD;
7. Respond to all correspondence with the approval and direction of the Board President for TEAM RCD in order to maintain contact with clients, developers and the public, and keep the Board apprised of the progress of all on-going inquiries or projects;
8. Organize and assist with the coordination of events that TEAM RCD may host or participate in;
9. Update in-house IT person to keep the website current with current information and to post appropriate information, meetings, Board packets and current financial information to achieve transparency to the general public;
10. Attend conferences, seminars, informational meetings that have potential interest to the Board or individual Directors subject to the Board's prior approval; and
11. Attend project meetings with Directors upon request to create a seamless communication with the public, districts or partners.

Attachment "B"

**ELSINORE MURRIETA ANZA RESOURCE CONSERVATION DISTRICT
REQUEST FOR DESTRUCTION OF OBSOLETE RECORDS**

To:

From:

Subject: Request for Destruction of Obsolete Records

I am requesting approval to destroy the obsolete records listed below.

DATES OF RECORDS	DESCRIPTION OF RECORD

(If additional space is needed to describe records, please attach additional pages.)

APPROVED

Employee Name & Title

Date

District Manager

Date

The obsolete records described above or on any attached pages were destroyed under my supervision using the following method: ☐ Shredding ☐ Burning
☐ Other (specify method)

I certify that such destruction meets the requirements of the EMA Resource Conservation District Records Retention and Destruction Policy and Records Retention Schedule adopted on _____, 2014, and all applicable requirements of State and federal law.

District Manager

Date of Records Destruction