

# BENTON CHANNEL

Subject **RE: LSA 1600-2015-0106-R6**  
From Karl Osmundson <KarlO@helixepi.com>  
To Jason Keller <jkeller@missionpacific.com>,  
rose.corona@emarcd.org <rose.corona@emarcd.org>  
Cc Melissa Cushman <MCushman@co.riverside.ca.us>  
Date 2016-03-29 11:12



- [1600-2015-0106-R6 OpLaw.pdf \(589 KB\)](#)

Hi, Rose.

As requested, please find our permit (Operational Law Letter) from CDFW attached.

Thanks,  
Karl

Karl L. Osmundson  
Biology Group Manager

HELIIX Environmental Planning, Inc.  
7578 El Cajon Boulevard  
La Mesa, CA 91942  
619.462.1515 tel  
760.519.5954 cell  
619.462.0552 fax

[KarlO@helixepi.com](mailto:KarlO@helixepi.com)

[helixepi.com](http://helixepi.com) | [LinkedIn](#) | [Facebook](#) | [Twitter](#)

Please consider the environment before printing this email.

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

From: Jason Keller [mailto:[jkeller@missionpacific.com](mailto:jkeller@missionpacific.com)]  
Sent: Tuesday, March 29, 2016 10:48 AM  
To: [rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)  
Cc: Melissa Cushman; Karl Osmundson  
Subject: RE: LSA 1600-2015-0106-R6

Rose,

I will ask our Regulatory Permitting consultant to send you the information you requested.

Regards,  
Jason Keller, PE  
Mission Pacific Land Company  
4100 Newport Place, Suite 480  
Newport Beach, CA 92660  
Phone: (949) 333-6752 ext. 218  
Cell: (951) 733-9128  
[jkeller@missionpacific.com](mailto:jkeller@missionpacific.com)

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

From: [rose.corona@emarcd.org](mailto:rose.corona@emarcd.org) [mailto:[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)]  
Sent: Tuesday, March 29, 2016 10:38 AM  
To: Jason Keller <[jkeller@missionpacific.com](mailto:jkeller@missionpacific.com)>

Cc: Melissa Cushman <[MCushman@co.riverside.ca.us](mailto:MCushman@co.riverside.ca.us)>  
Subject: LSA 1600-2015-0106-R6

Jason,

I am being asked by Fish and Wildlife if you have provided us with a copy of LSA 1600-2015-0106-R6 and the project scope of work so that we may compare it to our LSA to make ensure that it doesn't conflict with our LSA. Do you have a copy and this information? I cannot find it in our files.

Best Regards,

Rose Corona  
President  
EMARCD



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](http://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](mailto:gabriele.quillman@wildlife.ca.gov).

Sincerely,

  
Jeff Brandt  
Senior Environmental Scientist-Supervisor

cc: Gabriele Quillman

ec: Mr. Karl Osmundson

CORR File

## Rose Corona

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**From:** Wills, Mark <MWILLS@rcflood.org>  
**Sent:** Tuesday, March 29, 2016 5:09 PM  
**To:** Rose Corona  
**Cc:** Cushman, Melissa  
**Subject:** RE: Benton Creek Channel - Parcel and easement information; Proposal from Helix  
**Attachments:** Coop Agreement-TR 29214 (Benton Creek Channel).pdf; EMARCD-ADELIN FARM CONSERVATION EASEMENT.PDF

Rose,

Based on my cursory review, I don't believe the conservation easement *obligates* the RCD to replace any vegetation due to flood, fire, drought, other acts of god, vandalism, etc. but I strongly suggest that you consult legal counsel on that specific issue. In this particular instance, I see the RCD's role as that of a trustee.

The District's role is to maintain the facility as a fully functioning flow conveyance facility. For example, if there were a major wash out of the channel bank (side slope), the District would restore the original lines and grades of the channel but not the vegetation. Perhaps Valley Wide might restore vegetation if it were deemed important to the recreational use/aesthetics. I've included a copy of the Coop. Agreement and Conservation Easement for Melissa's benefit.

Best regards,  
Mark

**From:** Rose Corona [mailto:rosecorona@bighorsefeed.com]  
**Sent:** Tuesday, March 29, 2016 2:58 PM  
**To:** Wills, Mark <MWILLS@rcflood.org>  
**Cc:** Cushman, Melissa <MCushman@co.riverside.ca.us>  
**Subject:** RE: Benton Creek Channel - Parcel and easement information; Proposal from Helix

Mark,  
Does this mean that Flood Control would be responsible for any detrimental damage to the Conservation Easement in the event of a 100 year flood? For example, if the flows take out plants and vegetation that we are responsible for making sure is there, even if Flood Control is saying there will be minimal erosion, is it then our responsibility to replace the vegetation or Flood Control's? I believe this is what I was trying to get at in our meeting and perhaps the "liability" that Mr. Krieger was talking about. If I am not being very clear please bear with me. This sort of thing is new to me and I want to make sure I'm understanding the correct information before I go forward and try to explain this to the Board.

Thanks for your help.

Rose corona

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**From:** Wills, Mark [mailto:MWILLS@rcflood.org]  
**Sent:** Monday, March 28, 2016 8:32 AM  
**To:** Rose Corona  
**Cc:** Olivo, Henry  
**Subject:** RE: Benton Creek Channel - Parcel and easement information; Proposal from Helix

Rose,

The existing Benton Creek channel is sized to accommodate the 100-year tributary flows. The District plan checked the channel design prior to construction, inspected the construction and is now responsible for maintaining the channel lines and grades. Generally speaking, the longitudinal slope of the channel is mild; hence, low flow velocity and minimal erosion concern.

We have long anticipated that certain 100-year off-site flows would be conveyed into the channel via additional storm drain facilities. In a major storm event, these flows would currently reach the site via overland flow. We are currently reviewing the plans for two proposed storm drains to ensure that these facilities are appropriately connected to the channel. I expect these new connections will be of similar character to the existing storm drain outlets (5 by my count).

I'll take a look to see what reports we may have on file for the channel. The two proposed storm drains are still in the plan check process so the final engineering reports are not approved yet.

Let me know if you have any additional questions.

Best regards,  
Mark

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**From:** Rose Corona [<mailto:rosecorona@bighorsefeed.com>]  
**Sent:** Sunday, March 27, 2016 12:38 PM  
**To:** Wills, Mark <[MWILLS@rcflood.org](mailto:MWILLS@rcflood.org)>  
**Subject:** RE: Benton Creek Channel - Parcel and easement information; Proposal from Helix

Mark,  
I was wondering if there is an erosion report for this easement available and a hydrology report which shows significant impacts for a 50 or 100 year flood? I understand Flood Control asked Helix to have their clients put in an additional pipe. I'm guessing this would increase flows and the rate of flow to the easement. Thoughts and thanks!

Rose Corona

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**From:** Wills, Mark [<mailto:MWILLS@rcflood.org>]  
**Sent:** Thursday, March 17, 2016 4:03 PM  
**To:** Rose Corona  
**Subject:** RE: Benton Creek Channel - Parcel and easement information; Proposal from Helix

Yes, it was nice meeting you as well Rose.

After quickly scanning the conservation easement, my impression is that it is long on "rights granted to District" and short on "District obligations". Overall, that's probably a good thing for your District. Also, the form and provisions of these conservation easements are pretty well standardized (at the behest of the resource agencies).

Let us know if we can be of any further assistance.

Mark

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**From:** Rose Corona [<mailto:rosecorona@bighorsefeed.com>]  
**Sent:** Thursday, March 17, 2016 3:54 PM

## Rose Corona

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**From:** mikewpeters@roadrunner.com  
**Sent:** Thursday, February 04, 2016 6:54 AM  
**To:** Rose Corona  
**Subject:** RE: Proposal from developer

The way I see this is they are asking for your permission to dump storm water on the easement and all the funds are for you to remove invasive plants for five years. Maybe turn it around and they remove invasive plants and make the annual reports for five years with written reports to you and a fee for you to review the work.

But as far as the conservation easement your getting nothing from them and it reads that you don't have to allow it. But they are getting approval from the agencies including the CDFW that you have to report to as easement holder.

In you situation, why take on more responsibility with invasive removals and reporting and not get anything out of it but extra work.

How much is it costing you a year to have a biologist monitor the site and make a report? Is there funds for that now? A \$54,600.00 endowment for the site would create \$1,802.00 per year for you to monitor in perpetuity.

Mike Peters

Executive Director

Fallbrook Land Conservancy

[www.fallbrooklandconservancy.org](http://www.fallbrooklandconservancy.org)

Our mission is to preserve and enhance the natural beauty of the area through the permanent protection of open space and related activities.

Rose Corona <[rosecorona@bighorsefeed.com](mailto:rosecorona@bighorsefeed.com)> wrote:

> Mike,

> We have no staff. So we contract out. I believe this might be something RCRCDC was doing for us but this was before my time. But I do know we have had the monitoring done every year by a biologist who gives us a report. SAWA did our most recent plant removal on an HOA in La Cresta. I'm hoping as we get back on our feet that we will be able to partner with other RCD's that have the staff. This is where we can help the community, partner with our friends and build good relationships and hopefully make a little money so we too can eventually have staff. I thought this proposal had to do with water run-off? I believe in the second to the last paragraph it talks about storm drain outfall. So basically is this thing saying in exchange for 5 years of invasive removal, they can dump water on our easement. At the end of 5 years, then what? If Mother nature decides on her 100 or 500 year flood where are we with that with the additional run-off? That is my concern if I have this correct.

>

> Thanks ,

>

> Rose Corona

>

> -----Original Message-----

> From: [mikewpeters@roadrunner.com](mailto:mikewpeters@roadrunner.com) [<mailto:mikewpeters@roadrunner.com>]

> Sent: Wednesday, February 03, 2016 6:27 AM

> To: Rose Corona

> Subject: Re: Proposal from developer

>

> Hi Rose,

his proposal sounds like its funding an invasive plant removal and monitoring for five years. Does EMARCD have staff for invasive removals? Does EMARCD want to have a invasive program for five years? Would EMARCD have to hire a contractor for five years to perform this task?

## **SECTION 4: OPERATIONS AND MAINTENANCE**

The onsite bioswale will require periodic maintenance to ensure that water quality functions are not compromised.

### **4.1 - RESPONSIBLE PARTIES**

The project developer, Shea Homes, Inc., will be responsible for the engineering and construction of the onsite bioswale. Following project completion, the long-term operation and maintenance of the bioswale will be the responsibility of Shea Homes, Inc. and/or the local landscape maintenance district.

### **4.2 - MAINTENANCE PROGRAM**

The purpose of the maintenance program is to ensure that the bioswale functions effectively and that storage capacity and integrity is not compromised by an accumulation of sediment or erosion. Maintenance should take place biannually and following all major storm events.

#### **4.2.1 - Inlet and Outlet Inspections**

The inlet and outlet pipes shall be inspected to ensure that they are not crumbling or broken. Areas around the outlets shall be inspected for erosion or sediment clogging. Any observed obstructions should be removed immediately.

#### **4.2.2 - Sediment and Debris Removal**

Sediment should be removed from the bioswale whenever inspections show that the sediment level has reached one-third of the swale capacity. Trash and other refuse should be removed from the swale.

#### **4.2.3 - Erosion Control**

Visual monitoring shall be conducted to ensure that the structural integrity of the bioswale slopes are not compromised by high velocity flows during storm events or erosion due to runoff or artificial applications of water. In the event that large flow volumes cause the embankments to erode or slump, the impacted area would be repaired and revegetated. Slopes should be stabilized using jute mat, wattles, or other appropriate source control BMPs.

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

FREE RECORDING

This instrument is for the benefit of the Riverside County  
Flood Control and Water Conservation District and should  
be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 MARKET STREET  
RIVERSIDE, CA 92501-1770

**DOC # 2005-0193572**

03/10/2005 08:00A Fee:NC

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Recorded in Official Records  
County of Riverside

Larry W. Ward  
Assessor, County Clerk & Recorder



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COOPERATIVE AGREEMENT

Title of Document



PROJECT: Warm Spring Valley,  
Benton Creek Channel, Stage 4

PROJECT NO: Project 7-0-0167-04, Tract No. 29214

DEVELOPER: Shea Homes Limited Partnership

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(\$3.00 Additional Recording Fee Applies)

COOPERATIVE AGREEMENT  
(TRACT NO. 29214)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", VALLEY WIDE RECREATION & PARK DISTRICT, hereinafter called "VALLEY WIDE," and SHEA HOMES LIMITED PARTNERSHIP, a California limited partnership, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 29214 in southwestern Riverside County, and as a condition for approval DEVELOPER must construct various stormwater management facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The required facilities include: (i) three major underground storm drain systems, consisting of approximately 3577 lineal feet of underground concrete pipe along with their associated inlet and outlet structures, hereinafter collectively called "STORM DRAINS", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; (ii) a "green-belt" drainage channel, hereinafter called "CHANNEL", as shown in concept cross-hatched in green on Exhibit "B"; (iii) a section of reinforced concrete box culvert, hereinafter called "BOX CULVERT", as shown in concept in orange on Exhibit "A"; (iv) various catch basins, connector pipes and minor storm drains; and (v) several culverts that convey off-site flows under Shrimp Lane and into CHANNEL, hereinafter called "ROAD CULVERTS". STORM DRAINS and CHANNEL are hereinafter altogether called "PROJECT"; and

C. An existing COUNTY maintained storm drain, hereinafter called "EXISTING STORM DRAIN" and shown in concept in green on Exhibit "A", connects to one of the proposed STORM DRAINS. EXISTING STORM DRAIN, consisting of approximately 750 lineal feet of underground concrete pipe, was constructed by another developer in conjunction with Tract No. 29442-1, subsequently modified as a condition for approval of Tract 30441, and inspected by COUNTY; and

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1 D. The proposed CHANNEL represents "Stage 4" of the Warm Springs Valley -  
 2 Benton Creek Channel and conveys flood flows to the "Stage 2" segment located immediately  
 3 downstream and constructed by Sheffield - French Valley, LLC pursuant to a separate Agreement,  
 4 recorded as Document No. 2003-396132 of the Official Records of the County of Riverside. Stage 2 has  
 5 not been accepted by DISTRICT for ownership, operation and maintenance in accordance with the  
 6 provisions of said Agreement; and

7 E. DEVELOPER and COUNTY desire DISTRICT to accept ownership and  
 8 responsibility for the operation and maintenance of PROJECT; therefore, DISTRICT must review and  
 9 approve DEVELOPER'S PROJECT plans and specifications and subsequently inspect PROJECT  
 10 construction. Additionally, COUNTY desires DISTRICT to accept ownership and responsibility for the  
 11 operation and maintenance of EXISTING STORM DRAIN and is willing to (i) grant DISTRICT all  
 12 rights necessary for DISTRICT to operate and maintain EXISTING storm drain within COUNTY held  
 13 easements or rights of way and (ii) furnish DISTRICT with appropriate engineering documentation, as set  
 14 forth herein, demonstrating that EXISTING STORM DRAIN was constructed in accordance with  
 15 DISTRICT and COUNTY standards; and

16 F. DEVELOPER and DISTRICT desire COUNTY to (i) accept ownership and  
 17 responsibility for the structural integrity of BOX CULVERT, (ii) accept ownership and responsibility for  
 18 the operation and maintenance of PROJECT'S associated catch basins, connector pipes and minor storm  
 19 drains located within COUNTY held easements or rights of way, hereinafter altogether called  
 20 "APPURTENANCES" and (iii) accept ownership and responsibility for operation and maintenance of  
 21 ROAD CULVERTS; therefore, COUNTY must review and approve the plans and specifications and  
 22 subsequently inspect the construction of BOX CULVERT, APPURTENANCES and ROAD  
 23 CULVERTS, hereinafter altogether called "COUNTY DRAINAGE FACILITIES"; and

24 G. DEVELOPER and VALLEY WIDE wish to provide certain recreational amenities  
 25 within DISTRICT'S future CHANNEL right of way and allow public access and use of said right of way  
 26 for recreation purposes; therefore, VALLEY WIDE is willing to (i) review and approve the plans and  
 27 specifications for construction of CHANNEL, (ii) accept certain responsibilities for operation and  
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1 maintenance of CHANNEL and (iii) indemnify and hold DISTRICT and COUNTY harmless from any  
2 claims arising from public's use of DISTRICT'S CHANNEL right of way provided CHANNEL is  
3 constructed in accordance with the plans approved by DISTRICT, COUNTY and VALLEY WIDE; and

4 H. DISTRICT is willing to (i) review and approve plans and specifications prepared  
5 by DEVELOPER for PROJECT and COUNTY DRAINAGE FACILITIES, (ii) inspect the construction  
6 of PROJECT, (iii) accept sole ownership and responsibility for the operation and maintenance of STORM  
7 DRAINS, (iv) accept sole ownership of CHANNEL and responsibility for the operation and maintenance  
8 of CHANNEL'S line, grade and structural elements and (v) keep BOX CULVERT free and clear of  
9 sediment and debris, provided DEVELOPER (i) complies with this Agreement, (ii) pays DISTRICT the  
10 amounts specified herein to cover DISTRICT'S plan review, agreement preparation and construction  
11 inspection costs for PROJECT, (iii) constructs PROJECT and COUNTY DRAINAGE FACILITIES in  
12 accordance with plans and specifications approved by DISTRICT and COUNTY, (iv) accepts sole  
13 ownership and responsibility for the operation and maintenance of PROJECT and COUNTY  
14 DRAINAGE FACILITIES after completion of PROJECT construction until such time as DISTRICT  
15 accepts ownership and responsibility for the operation and maintenance of PROJECT and COUNTY  
16 accepts ownership and responsibility for the operation and maintenance of COUNTY DRAINAGE  
17 FACILITIES, as set forth herein, (v) obtains all necessary permits, licenses and agreements as set forth  
18 herein, (vi) deposits with DISTRICT the amount specified herein to cover DISTRICT'S estimated cost to  
19 operate and maintain PROJECT for a period of ten (10) years commencing upon DISTRICT'S acceptance  
20 of PROJECT for ownership, operation and maintenance and (vii) obtains and conveys to DISTRICT the  
21 necessary rights of way for the inspection, operation and maintenance of PROJECT as set forth herein;  
22 and

23  
24 I. Concurrent with DISTRICT acceptance of PROJECT for ownership, operation and  
25 maintenance, DISTRICT is willing to accept EXISTING STORM DRAIN for ownership, operation and  
26 maintenance provided COUNTY (i) grants DISTRICT the necessary rights to operate and maintain  
27 EXISTING STORM DRAIN within COUNTY rights of way, (ii) furnishes DISTRICT with appropriate  
28 engineering documentation demonstrating that EXISTING STORM DRAIN was constructed in



1 accordance with DISTRICT and COUNTY standards and (iii) performs all sediment and debris removal  
2 necessary to put EXISTING STORM DRAIN into a satisfactorily maintained condition; and

3 J. DISTRICT is further willing to grant VALLEY WIDE a right of entry and egress  
4 over DISTRICT'S future CHANNEL right of way for the purpose of performing its proposed CHANNEL  
5 maintenance activities as set forth herein; and

6 K. COUNTY is willing to (i) review and approve DEVELOPER'S plans and  
7 specifications for PROJECT and COUNTY DRAINAGE FACILITIES, (ii) accept and hold faithful  
8 performance and payment bonds submitted by DEVELOPER for PROJECT, (iii) consent to the  
9 recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPER as provided  
10 herein, (iv) grant DISTRICT the right to inspect, operate and maintain STORM DRAINS and EXISTING  
11 STORM DRAIN within COUNTY rights of way, (v) accept ownership and responsibility for the  
12 structural integrity of BOX CULVERT and (vi) accept ownership and responsibility for the operation and  
13 maintenance of ROAD CULVERTS and APPURTENANCES, provided PROJECT and COUNTY  
14 DRAINAGE FACILITIES are constructed in accordance with plans and specifications approved by  
15 DISTRICT and COUNTY.

16 L. As set forth herein, VALLEY WIDE is willing to (i) review and approve plans and  
17 specifications prepared by DEVELOPER for CHANNEL, (ii) accept responsibility for the operation and  
18 maintenance of CHANNEL'S public access and recreational amenities and (iii) indemnify and hold  
19 DISTRICT and COUNTY harmless from claims, provided CHANNEL is constructed in accordance with  
20 DISTRICT and COUNTY approved plans.

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

22 SECTION I

23 DEVELOPER shall:

24 1. Prepare plans and specifications for PROJECT and COUNTY DRAINAGE  
25 FACILITIES, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and  
26 COUNTY standards and submit IMPROVEMENT PLANS to DISTRICT, COUNTY and VALLEY  
27 WIDE for their review and approval.  
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1           2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
2 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to  
3 cover DISTRICT'S costs associated with the review and approval of IMPROVEMENT PLANS, the  
4 review and approval of right of way and conveyance documents, and with the processing and  
5 administration of this Agreement.

6           3. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable), at  
7 the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in  
8 Section I.11., or prior to recordation of the final map for Tract No. 29214, whichever occurs first, the  
9 estimated cost of providing construction inspection for PROJECT, in an amount as determined and  
10 approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,  
11 including any amendments thereto, based upon the bonded value of PROJECT facilities to be inspected,  
12 operated and maintained by DISTRICT.

13           4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and  
14 rights of entry as may be needed for the construction, inspection, operation and maintenance of  
15 PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT  
16 of the start of construction as set forth in Section I.11., or not less than twenty (20) days prior to  
17 recordation of the final map for Tract No. 29214, whichever occurs first, with sufficient evidence of  
18 DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as  
19 determined and approved by DISTRICT and COUNTY.

20           5. Pay DISTRICT, at the time of providing written notice to DISTRICT of the start of  
21 PROJECT construction as set forth in Section I.11., the one time cash sum of \$38,908.00 (thirty-eight  
22 thousand nine hundred and eight dollars), the amount agreed upon to cover DISTRICT'S estimated cost to  
23 operate and maintain PROJECT for a period of ten (10) years (Zone 7 Maintenance Trust Fund)  
24 commencing upon DISTRICT'S acceptance of PROJECT as complete for ownership, operation and  
25 maintenance.

26           6. Furnish DISTRICT and COUNTY with copies of all permits, approvals or  
27 agreements required by any Federal or State resource and/or regulatory agencies for the construction,  
28



1 operation and maintenance of PROJECT. Such documents include but are not limited to those issued by  
2 the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State  
3 Department of Fish and Game and State Water Resources Control Board.

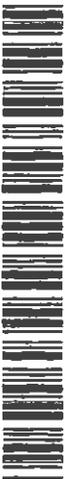
4 7. Provide COUNTY, at the time of providing written notice to DISTRICT of the  
5 start of construction as set forth in Section I.11., or not less than twenty (20) days prior to recordation of  
6 the final map for Tract No. 29214, whichever occurs first, with faithful performance and payment bonds,  
7 each in the amount of 100% of the estimated cost for construction of PROJECT as determined by  
8 DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and  
9 COUNTY. The bonds shall remain in full force and effect until PROJECT is accepted by DISTRICT as  
10 complete; at which time the bond amount may be reduced to 10% for a period of one year to guarantee  
11 against any defective work, labor or materials.

12 8. Grant DISTRICT, COUNTY and VALLEY WIDE by execution of this  
13 Agreement, the right to enter upon DEVELOPER'S property where necessary and convenient for the  
14 purpose of gaining access to, and performing inspection service for, the construction of PROJECT and/or  
15 COUNTY DRAINAGE FACILITIES, as set forth herein.

16 9. Obtain and provide DISTRICT, at the time of providing written notice to  
17 DISTRICT of the start of construction of PROJECT as set forth in Section I.11., or not less than twenty  
18 (20) days prior to the recordation of the final map for Tract No. 29214, whichever occurs first, with duly  
19 executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes,  
20 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction,  
21 inspection, operation and maintenance of PROJECT, as shown in concept cross-hatched in blue, cross-  
22 hatched in red and cross-hatched in green on Exhibit "B" attached hereto and made a part hereof. The  
23 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all  
24 legal and equitable owners of the property described in the offer(s).  
25

26 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set  
27 forth in Section I.9., with Preliminary Reports on Title, dated not more than thirty (30) days prior to date  
28 of submission for all the property described in the Irrevocable Offer(s) of Dedication.

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1           11.    Notify DISTRICT in writing (Attention – Administrative Services), at least twenty  
2 (20) days prior to the start of construction of PROJECT. Construction shall not begin on PROJECT, for  
3 any reason whatsoever, until after DISTRICT has issued to DEVELOPER a written Notice to Proceed  
4 authorizing DEVELOPER to initiate construction.

5           12.    Furnish DISTRICT, at the time of providing written notice to DISTRICT of the  
6 start of construction as set forth in Section I.11., with a complete list of all contractors and subcontractors  
7 to be performing work on PROJECT, including the corresponding license number and license  
8 classification of each. At such time, DEVELOPER shall further identify in writing its designated  
9 superintendent for PROJECT construction.

10           13.    Furnish DISTRICT, at the time of providing written notice to DISTRICT at the  
11 start of construction as set forth in Section I.11., a construction schedule which shall show the order and  
12 dates in which the DEVELOPER or DEVELOPER'S contractor proposes to carry on the various parts of  
13 work, including estimated start and completion dates. As the construction progresses, DEVELOPER  
14 shall update said construction schedule, upon request.

15           14.    Comply with all Cal/OSHA safety regulations including regulations concerning  
16 confined space and maintain a safe working environment for DEVELOPER and DISTRICT employees  
17 on the site.

18           15.    Furnish DISTRICT, at time of providing written notice to DISTRICT of the start  
19 of construction as set forth in Section I.11 herein, a confined space procedure specific to the PROJECT.  
20 The procedure shall comply with requirements contained in California Code of Regulations, Title 8  
21 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and  
22 DISTRICT Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by  
23 DISTRICT prior to the issuance of a Notice to Proceed.

24           16.    During the construction period of PROJECT, provide Workers' Compensation  
25 Insurance in an amount required by law. A certificate of said insurance policy shall be provided to  
26 DISTRICT, COUNTY and VALLEY WIDE at the time of providing written notice to DISTRICT of the  
27 start of construction as set forth in Section I.11.  
28



1 17. At the time of providing written notice to DISTRICT of the start of construction as  
2 set forth in Section I.11. and continuing until DISTRICT accepts PROJECT as complete for ownership,  
3 operation and maintenance:

4 (a) Provide and maintain or cause its contractor(s) to provide and maintain  
5 comprehensive liability insurance coverage which shall protect  
6 DEVELOPER from claim from damages for personal injury, including  
7 accidental and wrongful death, as well as from claims for property damage  
8 which may arise from DEVELOPER'S construction of PROJECT or the  
9 performance of its obligations hereunder, whether such construction or  
10 performance be by DEVELOPER, by any of its contractors,  
11 subcontractors, or by anyone employed directly or indirectly by any of  
12 them. Such insurance shall name DISTRICT, COUNTY and VALLEY  
13 WIDE as additional insureds with respect to this Agreement and the  
14 obligations of DEVELOPER hereunder. Such insurance shall provide for  
15 limits of not less than two million dollars (\$2,000,000) per occurrence.

16 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s), who  
17 shall be authorized by the California Department of Insurance to transact  
18 the business of insurance in the State of California, to furnish DISTRICT,  
19 COUNTY and VALLEY WIDE at the time of providing written notice to  
20 DISTRICT of the start of construction as set forth in Section I.11., with  
21 certificate(s) of insurance showing that such insurance is in full force and  
22 effect and that DISTRICT and COUNTY are named as additional insureds  
23 with respect to this Agreement and the obligations of DEVELOPER  
24 hereunder. Further, said certificate(s) shall state that the issuing company  
25 shall give DISTRICT, COUNTY and VALLEY sixty (60) days written  
26 notice in the event of any cancellation, termination, non-renewal or  
27 reduction in coverage of the policies evidenced by the certificate(s). In the  
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event of any such cancellation, termination, non-renewal or reduction in coverage, DEVELOPER shall, forthwith, secure replacement insurance meeting the provision of this paragraph.

18. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section V.3.

19. Furnish DISTRICT with the final mylar IMPROVEMENT PLANS and assign their ownership to DISTRICT prior to the start of PROJECT construction.

20. Not permit any change to or modification of IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

21. Construct, or cause to be constructed, PROJECT and COUNTY DRAINAGE FACILITIES at DEVELOPER'S sole cost and expense in accordance with the DISTRICT and COUNTY approved IMPROVEMENT PLANS.

22. Upon completion of PROJECT construction, and upon acceptance of all street rights of way by COUNTY as deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT and COUNTY DRAINAGE FACILITIES but prior to DISTRICT acceptance of PROJECT for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT:

(a) Flood control easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept cross-hatched in blue and concept cross-hatched in red on Exhibit "B".

(b) Fee simple title to the rights of way as shown in concept cross-hatched in green on Exhibit "B".

23. At the time of recordation of the conveyancing document(s) set forth in Section I.22.(a), furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,

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1 encumbrances, assessments, easements, taxes and leases (recorded and unrecorded), except those which,  
2 in the sole discretion of DISTRICT, are acceptable.

3 24. At the time of recordation of the conveyancing document(s) set forth in Section  
4 I.22.(b), furnish DISTRICT with a policy of title insurance, in an amount of not less than one hundred  
5 percent (100%) of the estimated fee value, as determined by DISTRICT for each parcel to be conveyed to  
6 DISTRICT in fee, guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,  
7 encumbrances, assessments, easements, taxes and leases (recorded and unrecorded), except for those  
8 which, in the sole discretion of DISTRICT, are acceptable.

9 25. Accept sole ownership and responsibility for the operation and maintenance of  
10 PROJECT and COUNTY DRAINAGE FACILITIES until such time as DISTRICT accepts ownership  
11 and responsibility for operation and maintenance of PROJECT and COUNTY accepts ownership and  
12 responsibility for operation and maintenance of COUNTY DRAINAGE FACILITIES as set forth herein.  
13 Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership  
14 and responsibility for the operation and maintenance of PROJECT as provided herein, PROJECT shall be  
15 in a satisfactorily maintained condition as approved at the sole discretion of DISTRICT.  
16

17 26. Within two weeks of completing PROJECT construction, provide DISTRICT with  
18 written notice (Attention: Contract Administration Section) that PROJECT construction is substantially  
19 complete and requesting that DISTRICT conduct a final inspection of PROJECT.

20 27. Upon completion of construction of PROJECT, but prior to DISTRICT acceptance  
21 of PROJECT for ownership, operation and maintenance, DEVELOPER'S civil engineer of record or  
22 construction civil engineer of record, duly registered in the State of California, shall provide to  
23 DISTRICT a redlined "as-built" copy of IMPROVEMENT PLANS. After DISTRICT'S approval of the  
24 redlined changes, DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined  
25 changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,  
26 stamp and sign IMPROVEMENT PLANS as "AS-BUILT".

27 28. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
28 completion of PROJECT, all costs, expenses and fees, including attorneys' fees, and acknowledge that,

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1 upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any  
2 judgment rendered.

3 SECTION II

4 DISTRICT shall:

5 1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT  
6 construction.

7 2. Provide COUNTY an opportunity to review and approve IMPROVEMENT  
8 PLANS prior to DISTRICT'S final approval.

9 3. Provide VALLEY WIDE an opportunity to review and approve IMPROVEMENT  
10 PLANS for CHANNEL prior to DISTRICT'S final approval.

11 4. Upon execution of this Agreement, record or cause to be recorded, a copy of this  
12 Agreement in the Official Records of the Riverside County Recorder.

13 5. Record, or cause to be recorded, the Irrevocable Offer(s) of Dedication provided  
14 by DEVELOPER pursuant to Section I.9.

15 6. Inspect PROJECT construction.

16 7. Keep an accurate accounting of all DISTRICT costs associated with the review and  
17 approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance  
18 documents, and in the processing and administration of this Agreement.

19 8. Keep an accurate accounting of all DISTRICT construction inspection costs, and  
20 within forty-five (45) days after DISTRICT acceptance of PROJECT as being complete, submit a final  
21 cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs,  
22 DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT  
23 acceptance of PROJECT as being complete. If at any time the costs exceed the deposit or are anticipated  
24 by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount, as deemed  
25 reasonably necessary by DISTRICT to complete PROJECT, within thirty (30) days after receipt of billing  
26 from DISTRICT.  
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1 9. Accept ownership and responsibility for the operation and maintenance of STORM  
2 DRAINS, upon (i) DISTRICT acceptance of PROJECT construction as being complete, (ii) recordation  
3 of all conveyance documents described in Section I.22.(a), (iii) acceptance by COUNTY of all rights of  
4 way as deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT  
5 and COUNTY DRAINAGE FACILITIES and (iv) the removal of all sediment and debris from  
6 EXISTING STORM DRAINS by COUNTY.

7 10. Upon COUNTY acceptance of BOX CULVERT for ownership, operation and  
8 maintenance, accept sole responsibility for keeping BOX CULVERT free and clear of sediment and  
9 debris.

10 11. Upon acceptance of PROJECT for ownership, operation and maintenance as set  
11 forth herein, accept ownership and responsibility for the operation and maintenance of EXISTING  
12 STORM DRAIN provided that (i) EXISTING STORM DRAIN is made free and clear of any sediment  
13 and debris, (ii) COUNTY furnishes appropriate engineering documentation demonstrating that  
14 EXISTING STORM DRAIN was constructed in accordance with DISTRICT and COUNTY standards,  
15 including all soil compaction reports, pipe certifications and reproducible "as-built" drawings and (iii)  
16 COUNTY grants DISTRICT the necessary rights to operate and maintain EXISTING STORM DRAIN as  
17 provided herein.

18 12. Accept ownership and responsibility for the operation and maintenance of  
19 CHANNEL'S line, grade and structural elements, upon (i) DISTRICT acceptance of PROJECT  
20 construction as being complete and (ii) recordation of all conveyance documents described in Section  
21 I.22.(b).

22 13. Grant VALLEY WIDE, by execution of this Agreement, a blanket right of entry  
23 and egress to DISTRICT'S CHANNEL right of way for purposes of performing VALLEY WIDE'S  
24 maintenance responsibilities as set forth herein.

25 14. Grant COUNTY, by execution of this Agreement, the right to maintain BOX  
26 CULVERT and ROAD CULVERTS within DISTRICT'S CHANNEL right of way.  
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1 15. Upon DISTRICT acceptance of PROJECT as being complete, provide COUNTY  
2 with reproducible duplicate copy of "as-built" IMPROVEMENT PLANS.

3 16. Upon DISTRICT acceptance of PROJECT as being complete, provide VALLEY  
4 WIDE with reproducible duplicate "as-built" mylar plan and profile sheets for CHANNEL.

5 SECTION III

6 COUNTY shall:

7 1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT  
8 construction.

9 2. Accept the COUNTY and DISTRICT approved faithful performance and payment  
10 bonds submitted by DEVELOPER as set forth in Section I.7. and hold said bonds as provided herein.

11 3. Consent, by execution of this Agreement, to the recording of any Irrevocable  
12 Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

13 4. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set  
14 forth herein, and any other outstanding offers of dedication necessary for the construction, inspection,  
15 operation and maintenance of PROJECT, and convey sufficient rights of way to DISTRICT to allow  
16 DISTRICT to construct, inspect, operate and maintain PROJECT.

17 5. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect,  
18 operate and maintain PROJECT and EXISTING STORM DRAIN within COUNTY rights of way.

19 6. Upon DISTRICT acceptance of PROJECT as being complete, accept ownership  
20 and sole responsibility for the structural integrity of BOX CULVERT and accept ownership and sole  
21 responsibility for the operation and maintenance of ROAD CULVERTS and APPURTENANCES.

22 7. Prior to DISTRICT acceptance of EXISTING STORM DRAIN for ownership,  
23 operation and maintenance, (i) provide DISTRICT with the necessary engineering documentation set  
24 forth in Section II.11.(ii). and (ii) remove all sediment and debris from EXISTING STORM DRAIN, as  
25 necessary.  
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1 8. Not grant any occupancy permits for any unit within any portion of Tract No.  
2 29214, or any phase thereof, until construction of PROJECT and COUNTY DRAINAGE FACILITIES is  
3 complete, except as otherwise approved in writing by DISTRICT.

4 SECTION IV

5 VALLEY WIDE shall:

6 1. Prior to the start of PROJECT construction, review and approve CHANNEL  
7 IMPROVEMENT PLANS in accordance with VALLEY WIDE standards.

8 2. Upon DISTRICT'S acceptance of PROJECT for ownership, operation and  
9 maintenance, accept sole responsibility for the operation and maintenance of CHANNEL'S non-structural  
10 elements including but not limited to removal of trash and debris, maintaining public trails, pathways and  
11 access roads in safe condition, and performing graffiti removal and vegetation control including all  
12 necessary mowing, cutting and weed abatement.

13 3. Not construct any structures or improvements or cause any change to or  
14 modifications within DISTRICT'S CHANNEL right of way without the prior written permission and  
15 consent of DISTRICT.

16 4. Remove any unauthorized structures or improvements or cease any interfering use  
17 upon receipt of a written notification from DISTRICT in the event DISTRICT'S General Manager-Chief  
18 Engineer determines that such structures or improvements or use of DISTRICT'S CHANNEL right of  
19 way in any way interfere with CHANNEL'S primary purpose and function.

20 5. Recognize that CHANNEL is an active watercourse and, hence, DISTRICT'S  
21 CHANNEL right of way will be subject to periodic flooding and possible flood damage.

22 6. Assume all obligations to maintain any recreational amenities, including but not  
23 limited to, repairing and/or replacing pathways, access roads, irrigation works, landscape maintenance  
24 and the routine removal of accumulated litter, trash and debris associated with public's use of CHANNEL  
25 right of way.

26 7. Assume all liability in conjunction with the public's use of DISTRICT'S  
27 CHANNEL right of way including claims of third persons for injury or death or damage to property. Said  
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1 obligation shall not include any inverse condemnation liability of VALLEY WIDE by reason of the  
2 location of CHANNEL or DISTRICT'S improvements thereto unless such liability is the result of public's  
3 use of the property pursuant to VALLEY WIDE'S actual or tacit consent.

4 8. Be solely responsible for providing public security and safety in conjunction with  
5 the public's use of DISTRICT'S CHANNEL right of way.

6 9. Ensure the safety of all persons who may use DISTRICT'S CHANNEL right of  
7 way by conducting regular safety inspections and promptly repairing and reporting to DISTRICT any  
8 damage to DISTRICT'S CHANNEL right of way that may be necessary to ensure the safety of the public.

9 10. Repair any damage to CHANNEL improvements or DISTRICT'S CHANNEL  
10 right of way resulting from VALLEY WIDE'S or the public's use thereof.

11 SECTION V

12 It is further mutually agreed:

13 1. All work involved with PROJECT shall be inspected by DISTRICT and shall not  
14 be deemed complete until approved and accepted in writing as complete by DISTRICT.

15 2. COUNTY, VALLEY WIDE and DEVELOPER personnel may observe and  
16 inspect all work being done on PROJECT, but shall provide any comments to DISTRICT personnel who  
17 shall be solely responsible for all quality control communications with DEVELOPER'S contractor(s)  
18 during the construction of PROJECT.

19 3. DEVELOPER shall complete construction of PROJECT within twelve (12)  
20 consecutive months after execution of this Agreement and within one hundred eighty (180) consecutive  
21 calendar days after commencing work on PROJECT. It is expressly understood that since time is of the  
22 essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time  
23 shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S  
24 surety to pay to COUNTY the penal sum of any and all bonds. In which case, COUNTY shall  
25 subsequently reimburse DISTRICT for DISTRICT costs incurred.

26 4. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within  
27 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.11.;

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1 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a Notice to  
2 Proceed is subject to staff availability.

3 In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed,  
4 DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER'S  
5 sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's  
6 credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall  
7 review the individual's qualifications and experience and, upon approval thereof, said individual,  
8 hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT'S behalf on all  
9 PROJECT construction and quality control matters. If DEVELOPER'S initial construction inspection  
10 deposit furnished pursuant to Section I.3. exceeds five thousand dollars (\$5,000.00), DISTRICT shall  
11 refund to DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within  
12 forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance  
13 of five thousand dollars (\$5,000.00) shall be retained on account.

14 5. DEVELOPER and DISTRICT, knowingly and voluntarily, waive the provisions of  
15 Government Code Section 65913.8, relating to fees and charges. Such waiver is accomplished with the  
16 understanding that DISTRICT is voluntarily undertaking the obligation to accept ownership and  
17 responsibility for the operation and maintenance of PROJECT and DEVELOPER is not required by  
18 DISTRICT to enter into this Agreement.

19 6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week  
20 with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless otherwise approved  
21 in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40)  
22 hour work week or on holidays, DEVELOPER shall make a written request for permission from  
23 DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least 72 hours  
24 prior to the requested additional work hours and state the reasons for the overtime and the specific time  
25 frames required. The decision of granting permission for overtime work shall be made by DISTRICT at  
26 its sole discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be  
27 charged the cost incurred at the overtime rates for additional inspection time required in connection with  
28



1 the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of  
2 the County of Riverside.

3 7. In the event that any claim or legal action is brought against VALLEY WIDE,  
4 DISTRICT or COUNTY in connection with this Agreement because of the actual or alleged acts or  
5 omissions by DEVELOPER, including but not limited to design, construction or failure of PROJECT or  
6 COUNTY DRAINAGE FACILITIES, DEVELOPER shall defend, indemnify and hold VALLEY WIDE,  
7 DISTRICT and COUNTY harmless therefrom, without cost to VALLEY WIDE, DISTRICT or  
8 COUNTY. Upon DEVELOPER'S failure to do so, VALLEY WIDE, DISTRICT and COUNTY shall  
9 each be entitled to recover from DEVELOPER all of their cost and expenses, including, but not limited  
10 to, reasonable attorneys' fees.

11 8. DEVELOPER shall defend, indemnify and hold VALLEY WIDE, DISTRICT and  
12 COUNTY, their respective officers, agents, employees and independent contractors free and harmless  
13 from any claim or legal action whatsoever, based or asserted, pursuant to Article I, Section 19 of the  
14 California Constitution, the Fifth Amendment of the United States Constitution, or any other law or  
15 ordinance which seeks to impose any other liability or damage caused by the diversion of the waters from  
16 the natural drainage patterns, save and except claims and litigation arising through the negligence or  
17 willful misconduct of VALLEY WIDE, DISTRICT or COUNTY, which claims shall be shared by the  
18 parties on a pro rata basis based on their respective responsibilities. DEVELOPER shall defend  
19 VALLEY WIDE, DISTRICT and COUNTY without cost to VALLEY WIDE, DISTRICT or COUNTY,  
20 and upon DEVELOPER'S failure to do so, VALLEY WIDE, DISTRICT and COUNTY shall each be  
21 entitled to recover from DEVELOPER all of their cost and expenditures, including, but not limited to,  
22 attorneys' fees.

23  
24 9. DEVELOPER for itself, its successors and assigns, hereby releases VALLEY  
25 WIDE, DISTRICT and COUNTY, their respective officers, agents, and employees from any and all  
26 claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or  
27 future, including, but not limited to any claim or liability, based or asserted, pursuant to Article I, Section  
28 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other

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1 law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by  
2 the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release  
3 by DEVELOPER of VALLEY WIDE, DISTRICT or COUNTY, their officers, agents and employees  
4 from any and all claims, demands, actions or suits of any kind arising out of any liability, known or  
5 unknown, present or future, for the negligent maintenance of CHANNEL, PROJECT or COUNTY  
6 DRAINAGE FACILITIES, respectively, by VALLEY WIDE, DISTRICT and COUNTY after the  
7 acceptance of PROJECT and COUNTY DRAINAGE FACILITIES as set forth herein.

8 10. Any waiver by DISTRICT, VALLEY WIDE or COUNTY of any breach of any  
9 one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or  
10 other breach of the same or of any other term hereof. Failure on the part of DISTRICT, VALLEY WIDE  
11 or COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not  
12 be construed as in any manner changing the terms hereof, or estopping DISTRICT, VALLEY WIDE or  
13 COUNTY from enforcement hereof.

14 11. If any provision in this Agreement (with the exception of Section V.5.) is held by a  
15 court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
16 nevertheless continue in full force without being impaired or invalidated in any way. Should it be held by  
17 a court of competent jurisdiction that any portion of Section V.5. is invalid, void, or unenforceable, the  
18 provisions of Government Code 65913.8(b) shall apply. It shall, therefore, be determined that this fee is  
19 extended through the year 2015.

20 21 12. This Agreement is to be construed in accordance with the laws of the State of  
22 California.

23 13. Any and all notices sent or required to be sent to the parties of this Agreement will  
24 be mailed by first class mail, postage prepaid, to the following addresses:  
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RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501

COUNTY OF RIVERSIDE  
Post Office Box 1090  
Riverside, CA 92502-1090  
Attn: Transportation Department

SHEA HOMES LIMITED PARTNERSHIP  
2280 Wardlow Circle, #260  
Corona, CA 92880  
Attn: Mike O'Melveny

VALLEY WIDE RECREATION  
& PARK DISTRICT  
901 West Esplanade Avenue  
San Jacinto, CA 92582  
Attn: Samuel W. Goepf

14. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

15. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

16. The rights and obligations of DEVELOPER and VALLEY WIDE shall inure to and be binding upon all heirs, successors and assignees.

17. DEVELOPER and VALLEY WIDE shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER and VALLEY WIDE expressly understand and agree that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

18. Within DISTRICT'S CHANNEL right of way, or as otherwise associated with this Agreement, VALLEY WIDE shall indemnify and hold DISTRICT and County of Riverside, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of DISTRICT or County of Riverside, its officers, agents, employees, subcontractors, independent contractors, guests and invitees for property damage, bodily



1 injury or death or any other element of damage of any kind or nature, including but not limited to any  
 2 action concerning this Agreement or related to or in any manner connected with or arising from VALLEY  
 3 WIDE'S use of DISTRICT'S CHANNEL right of way to provide recreational amenities and the public's  
 4 use associated therewith, or VALLEY WIDE'S responsibilities in connection therewith or the condition  
 5 thereof, and VALLEY WIDE shall defend, at its own expense, including reasonable attorneys' fees,  
 6 DISTRICT and COUNTY, their officers, agents, employees and independent contractors, in any legal  
 7 action based upon such alleged acts or omissions.

8           19. The individuals executing this Agreement on behalf of DEVELOPER hereby  
 9 certify that they have the authority within their respective companies to enter into and execute this  
 10 Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and or  
 11 any other board, committee or other entity within their respective companies which have the authority to  
 12 authorize or deny entering into this Agreement.

13           20. This Agreement is intended by the parties hereto as a final expression of their  
 14 understanding with respect to the subject matter hereof and as a complete and exclusive statement of the  
 15 terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and  
 16 understandings, oral or written, in connection therewith. This Agreement may be changed or modified  
 17 only upon the written consent of the parties hereto.

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

March 1, 2005  
(to be filled in by Clerk to the Board)

RECOMMENDED FOR APPROVAL:

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

By Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By Marion Ashley  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

ATTEST:

NANCY ROMERO  
Clerk to the Board

By Nancy Romero  
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

**COUNTY OF RIVERSIDE**

By George A. Johnson  
GEORGE A. JOHNSON  
Director of Transportation

By Marion Ashley  
MARION ASHLEY, Chairman  
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

WILLIAM C. KATZENSTEIN  
County Counsel

NANCY ROMERO  
Clerk to the Board

By Lee A. Vinocour  
LEE A. VINOCOUR  
Deputy County Counsel

By Nancy Romero  
Deputy

(SEAL)

Dated 1/24/05

Cooperative Agreement, Tract 29214  
KEC:MHW:blj

2805-0193572  
03/18/2005 09:00A  
22 of 43



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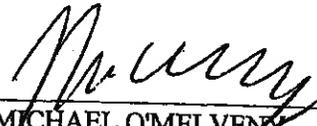
**VALLEY WIDE RECREATION  
AND PARK DISTRICT**

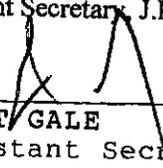
By   
SAMUEL W. GOEPP  
General Manager

(NOTARY)

**SHEA HOMES LIMITED PARTNERSHIP**  
a California limited partnership

By  
J. F. SHEA CO. INC., a Nevada Corporation  
Its General Partner

By   
MICHAEL O'MELVENY  
Assistant Secretary, J.F. Shea Co., Inc.

By   
SCOTT GALE  
Assistant Secretary, J.F. Shea  
Co., Inc.

Cooperative Agreement: Tract 29214

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2005-0193572  
63/10/2005 08:00A  
23 of 43



State of California

County of Riverside } ss.

On January 28, 2005, Before me, Valerie J. Rangel, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Samuel W. Goepf  
Name(s) of Signer(s)

- Personally Known to me  
 ~~Proved to me on the basis of satisfactory evidence~~



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESSED my hand and official seal.

Valerie J. Rangel  
Signature of Notary Public



State of California     )  
                                  ) S.S.  
County of Riverside    )

On January 27, 2005 before me, Helene Gula, Notary Public, personally appeared Michael O'Melveny and Scott Gale, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Helene Gula

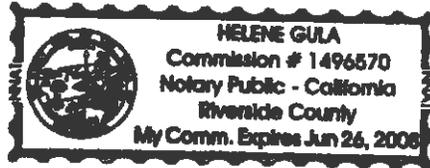
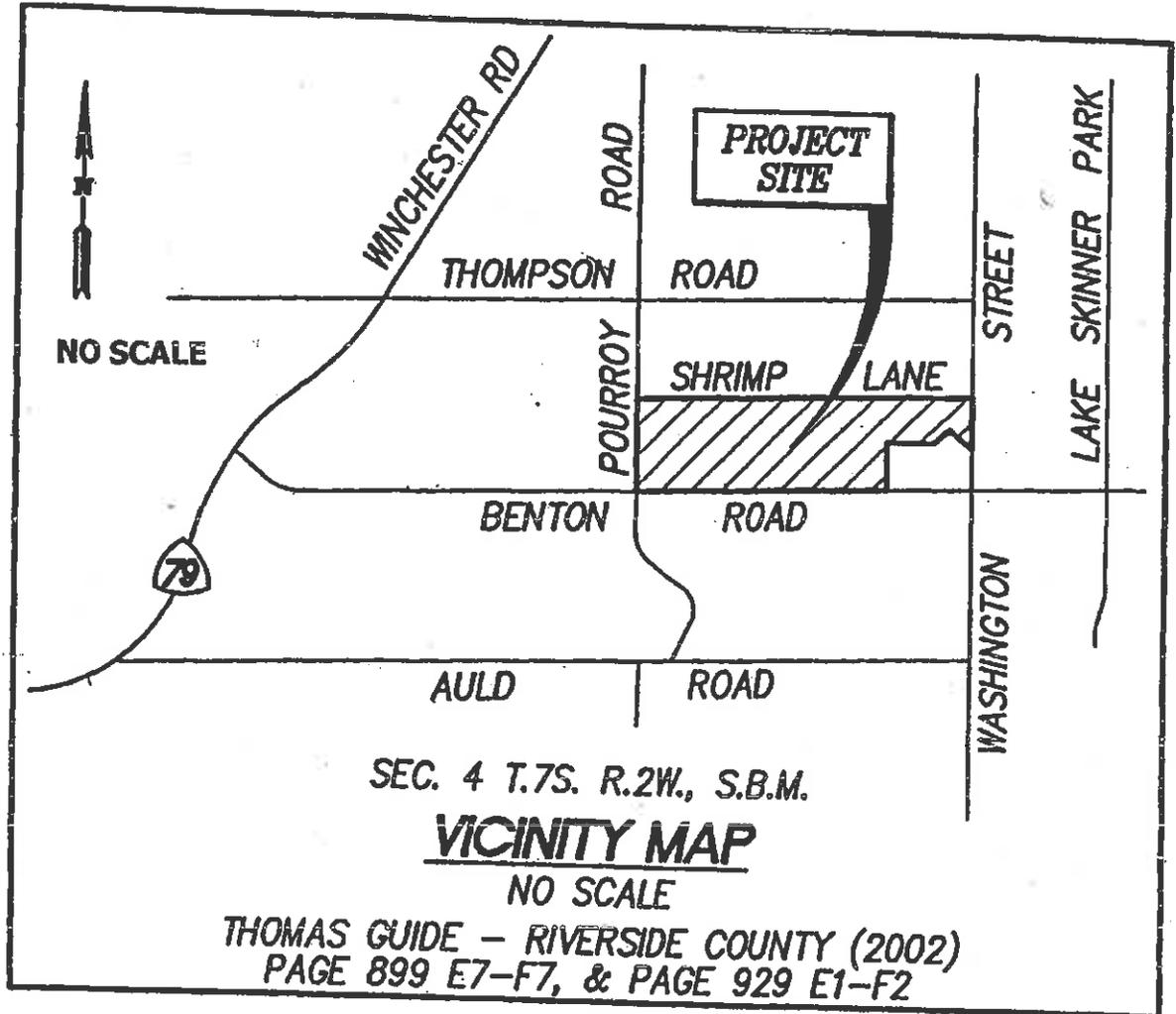


Exhibit A

2005-0193572  
03/10/2005 08:00A  
26 of 43



Cooperative Agreement, Tract No. 29214

Benton Creek Channel, Stage 4

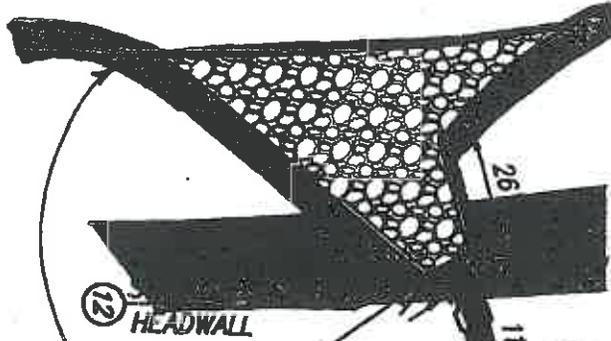
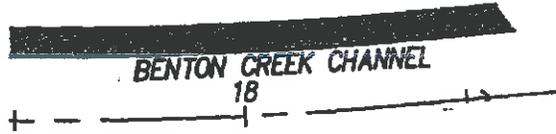
Project No. 7-0-0167-4

# Exhibit A

2005-0193572  
03/10/2005 08:09A  
27 of 43



NO SCALE



RED

374

30'

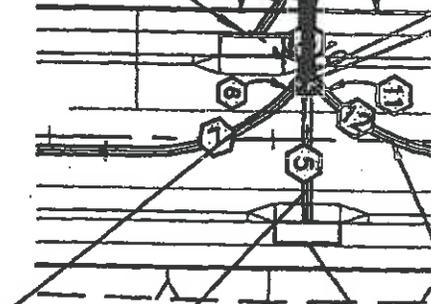
15'

15'

12'

10'

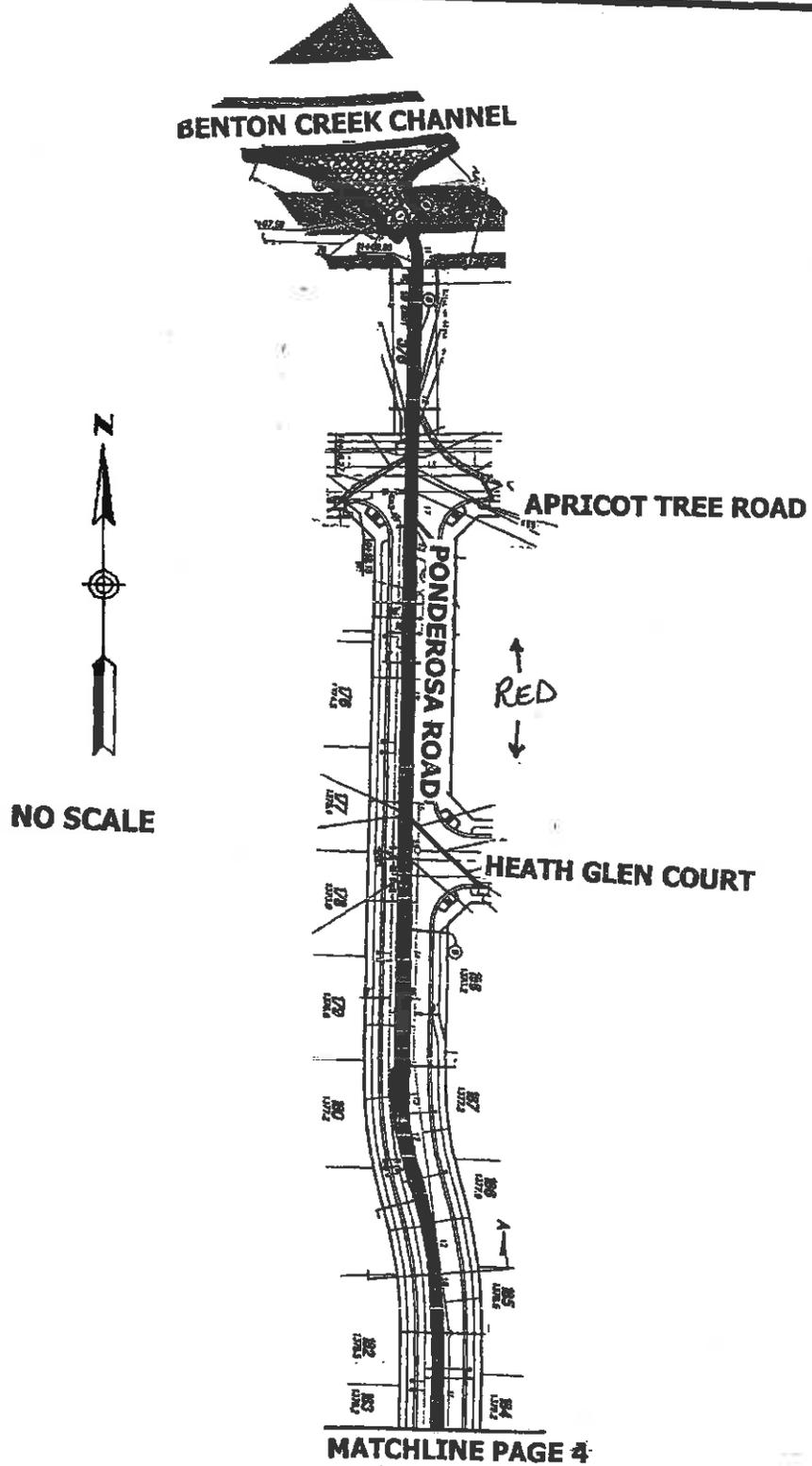
BLUE BELL LANE



Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4

# Exhibit A

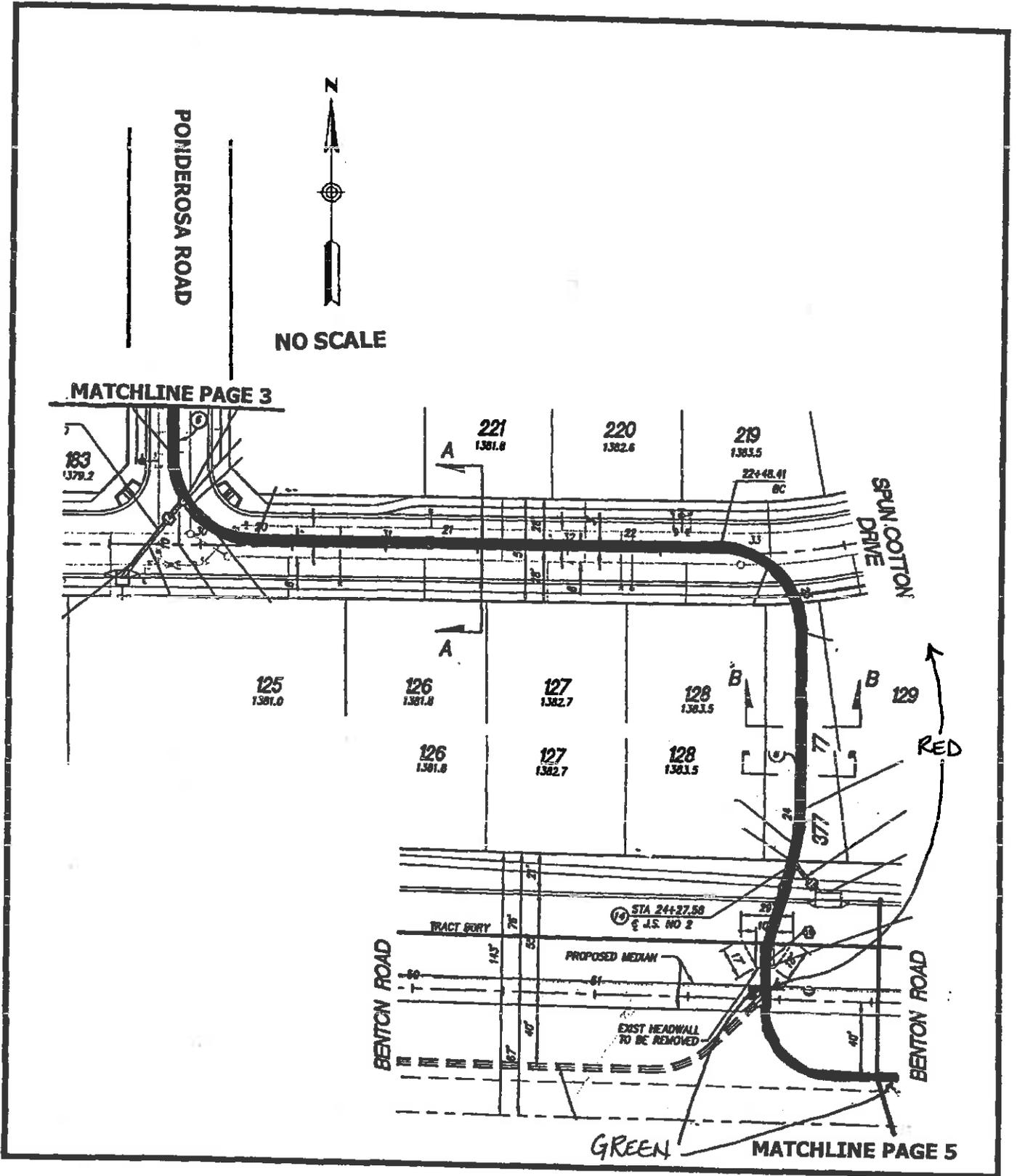
2005-0193572  
03/16/2005 09:06A  
28 of 43



MATCHLINE PAGE 4

# Exhibit A

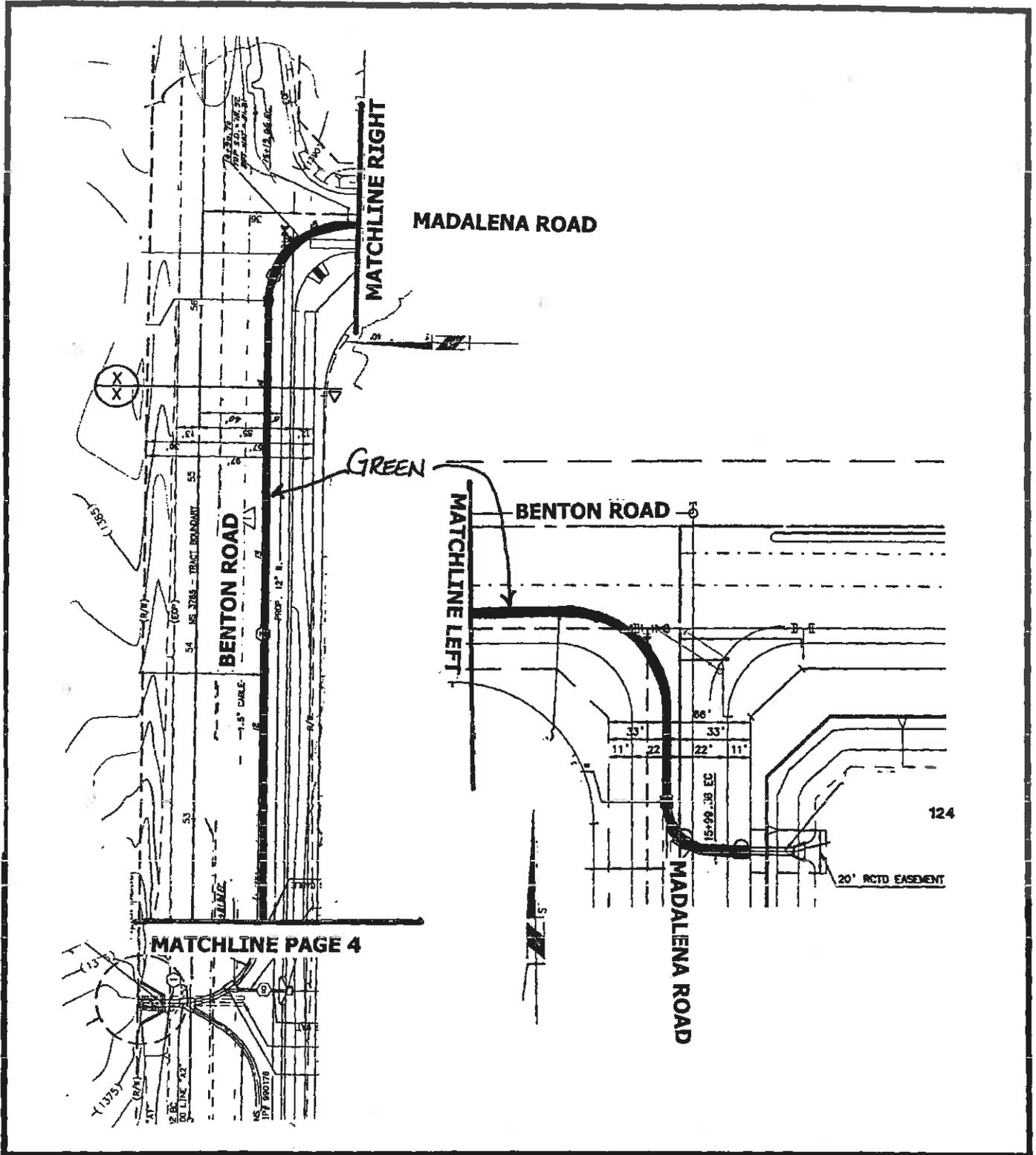
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28 of 43



Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4

Exhibit A

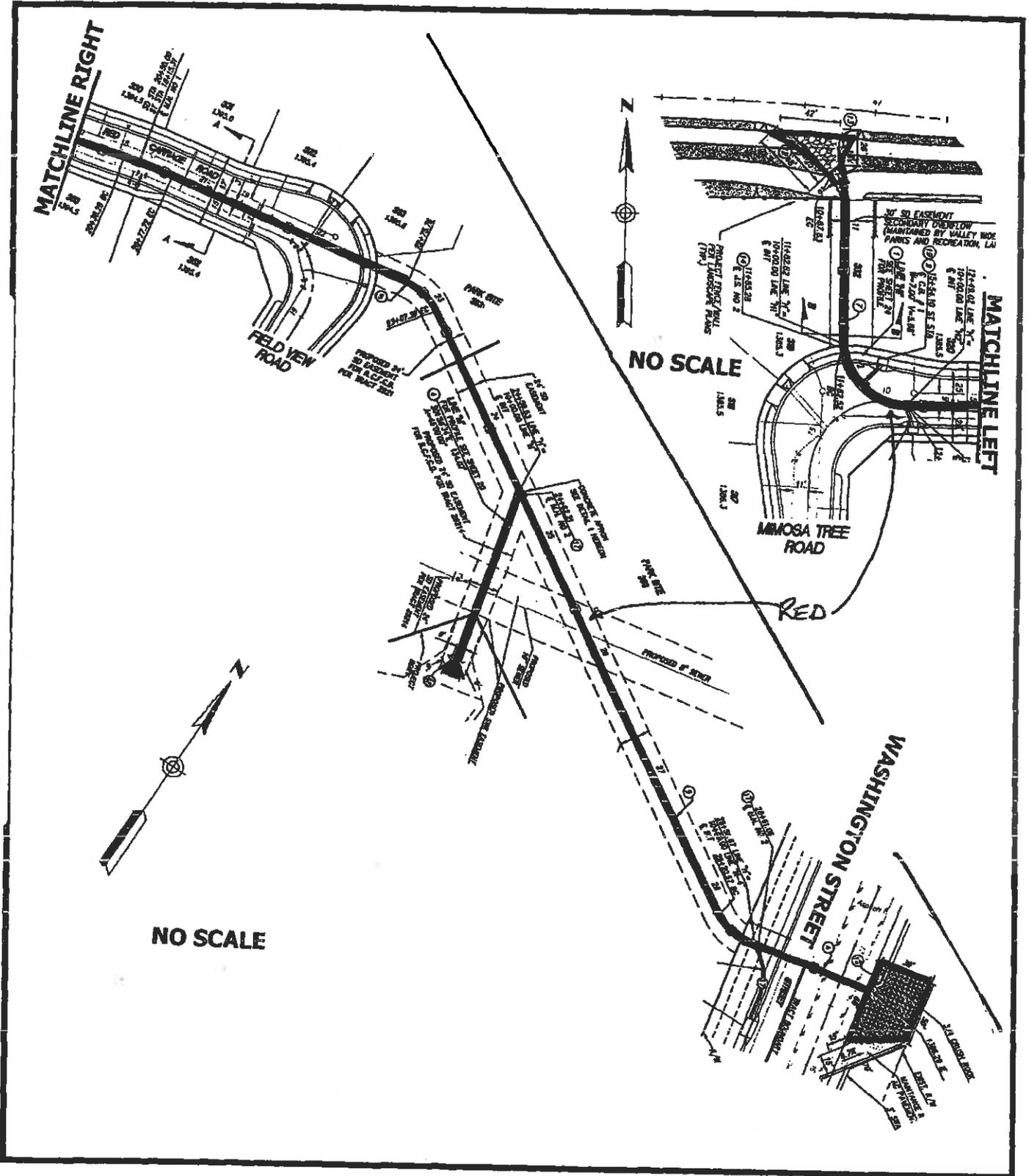
2005-0193572  
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38 of 43



Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4  
5 of 7

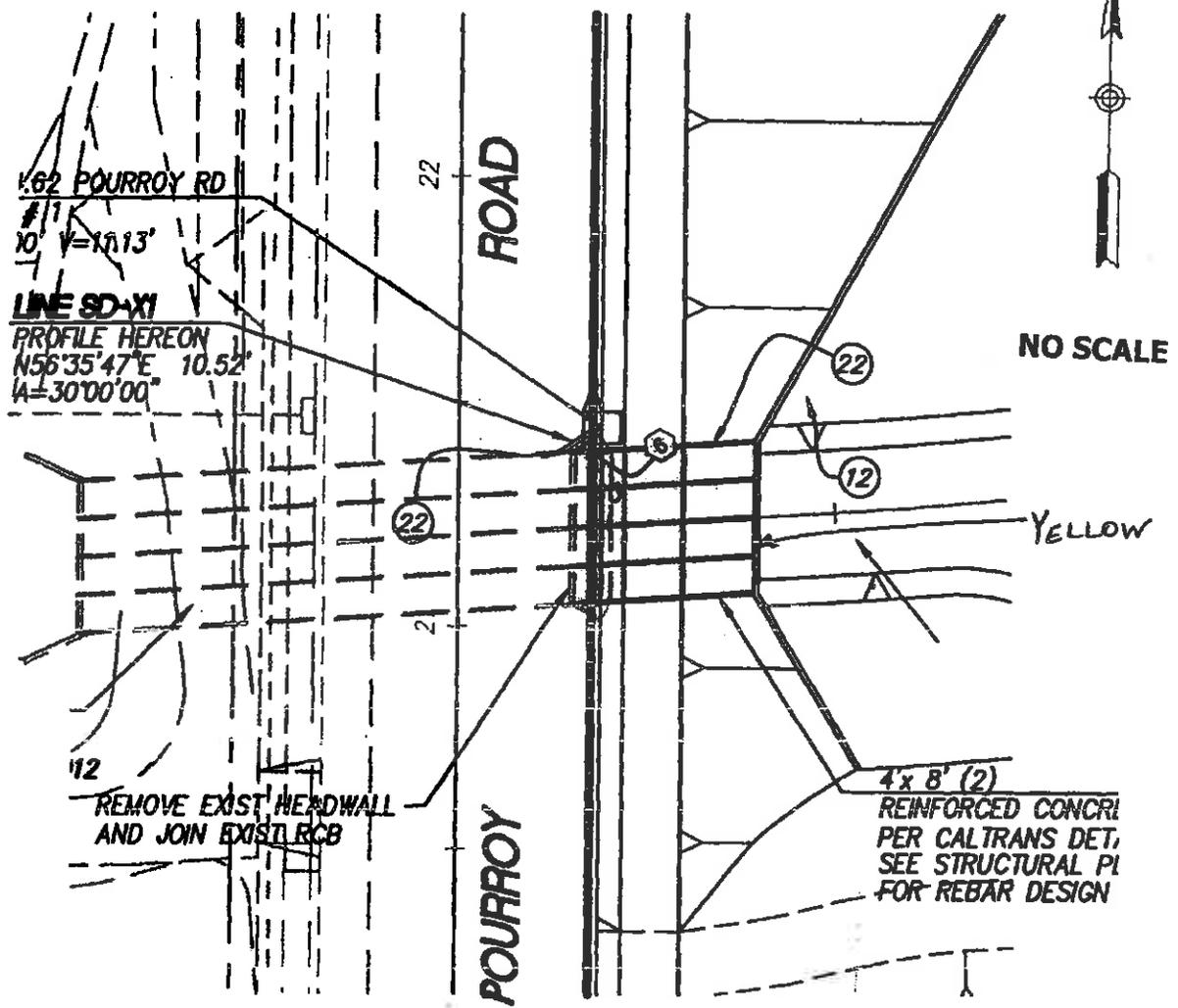
**Exhibit A**

2005-0193572  
03/10/2005 09:08R  
31 of 43



**Exhibit A**

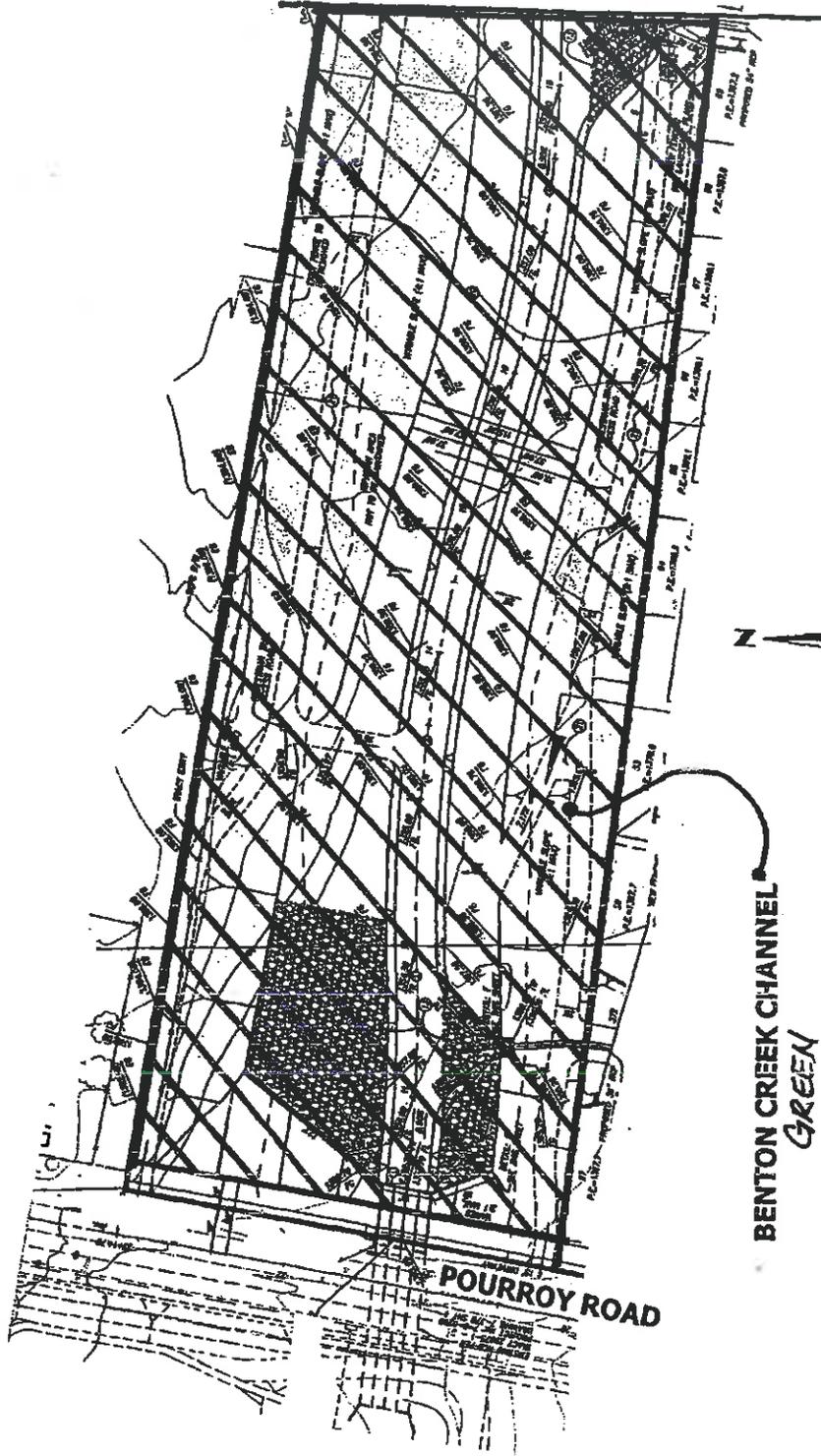
2005-0193572  
03/16/2005 08:00A  
32 of 43



Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4

# Exhibit B

MATCHLINE PAGE 2



NO SCALE

BENTON CREEK CHANNEL  
GREEN

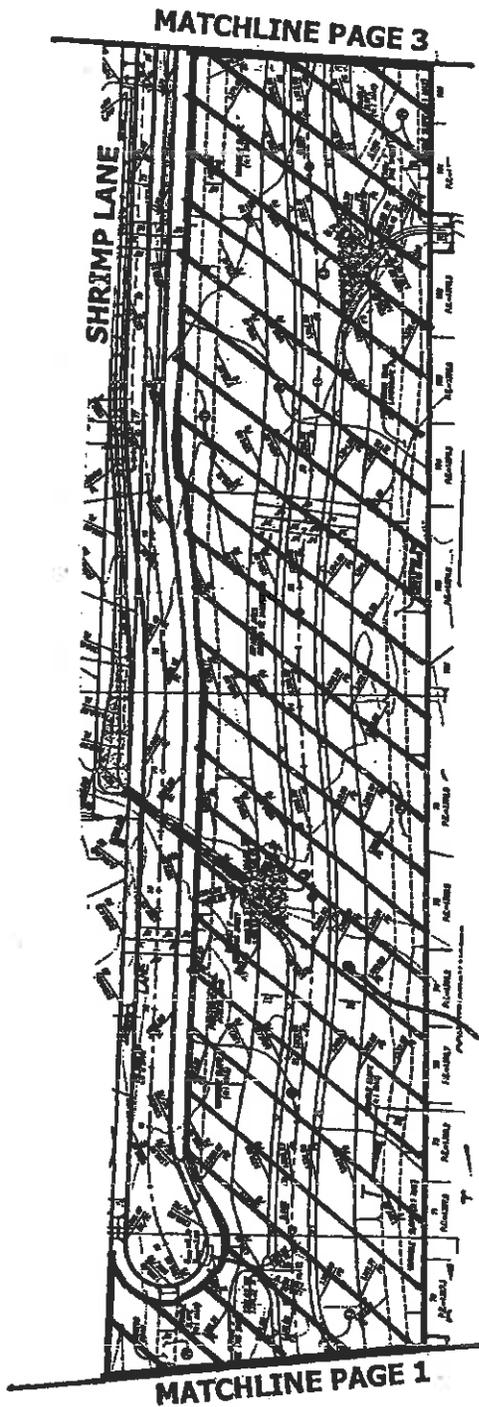
POURROY ROAD

2005-0133572  
03/18/2005 08:00R  
33 of 43



Exhibit B

2005-0193572  
03/18/2005 08:09A  
34 of 43

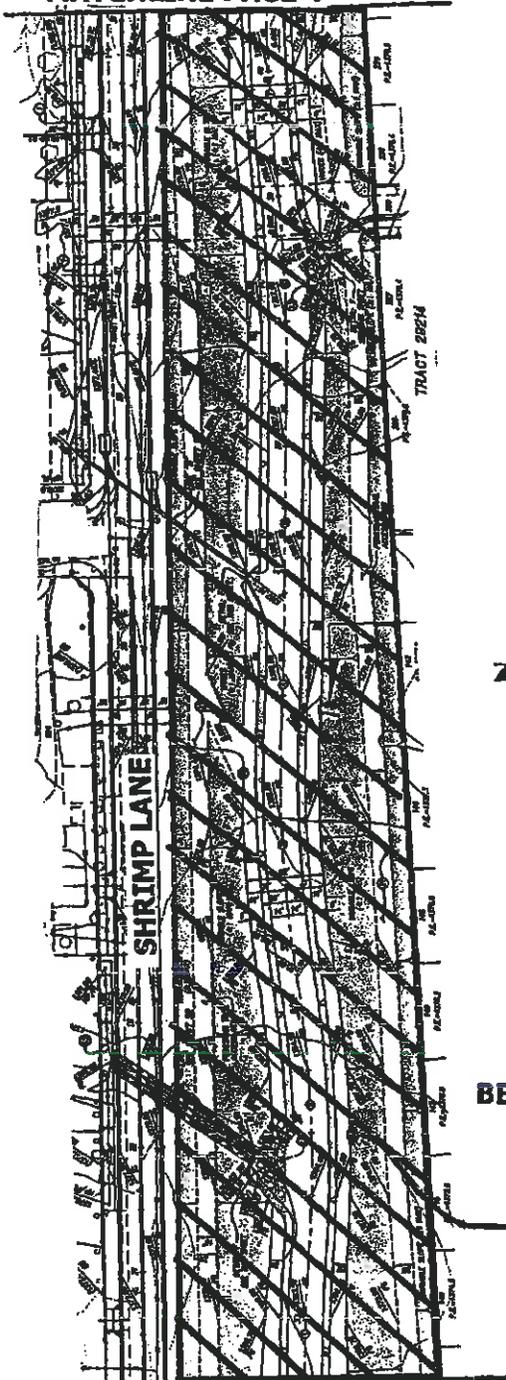


NO SCALE

BENTON CREEK CHANNEL  
GREEN

# Exhibit B

MATCHLINE PAGE 4



NO SCALE

BENTON CREEK CHANNEL  
GREEN

MATCHLINE PAGE 2

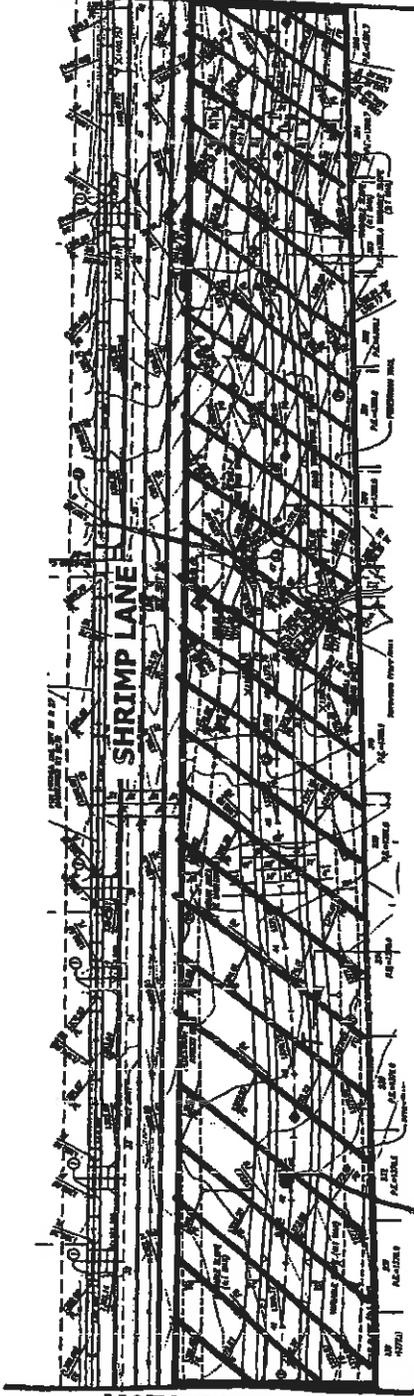
2005-0195572  
03/16/2005 08:08R  
35 of 43



Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4

Exhibit B

MATCHLINE PAGE 5



MATCHLINE PAGE 3



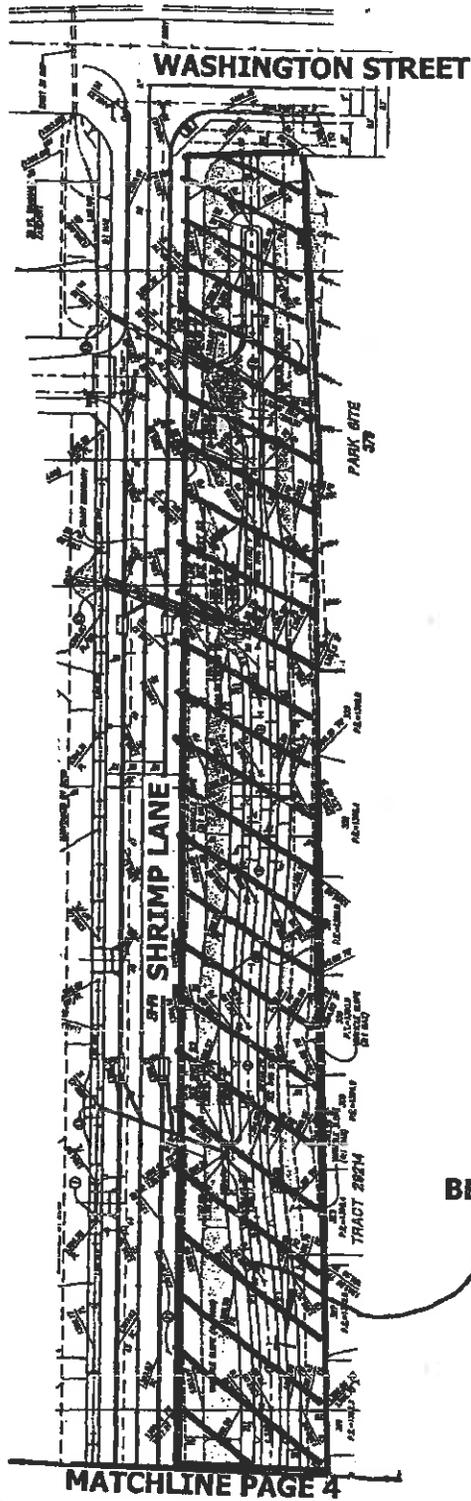
NO SCALE

BENTON CREEK CHANNEL  
GREEN

2005-0193572  
03/10/2005 08:00A  
36 of 43



# Exhibit B



NO SCALE

BENTON CREEK CHANNEL  
*GREEN*

2665-0193572  
03/10/2005 08:00A  
37 of 43

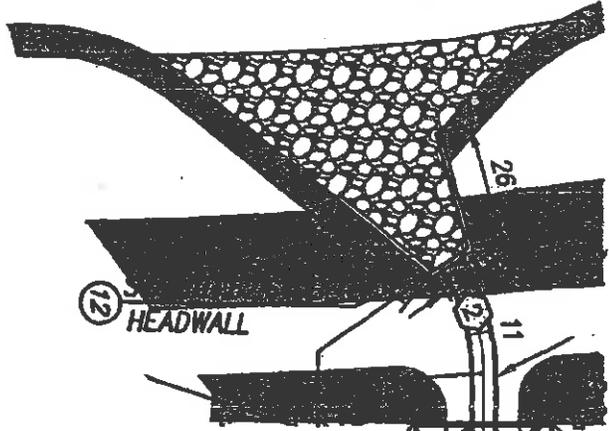


# Exhibit B

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03/10/2005 09:00A  
36 of 43



NO SCALE

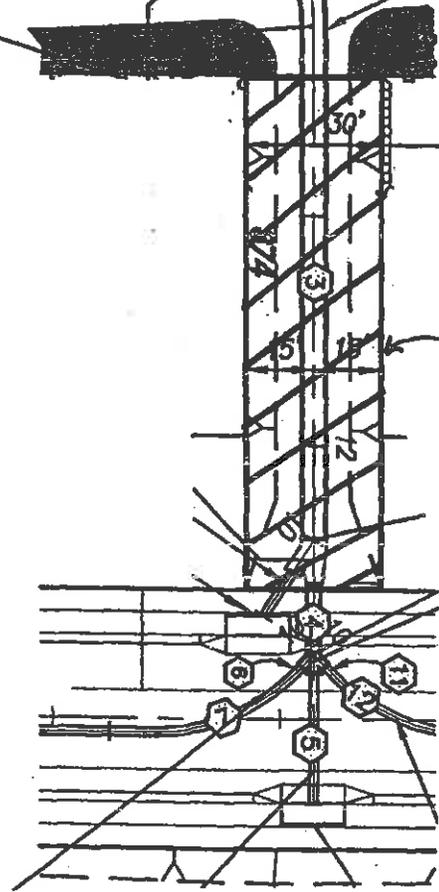


30' SD EASEMENT  
SECONDARY OVERFLOW  
(MAINTAINED BY V.W.P. & R.  
LANDSCAPE ONLY)

12 HEADWALL

30°  
15' BLUE

BLUE BELL LANE

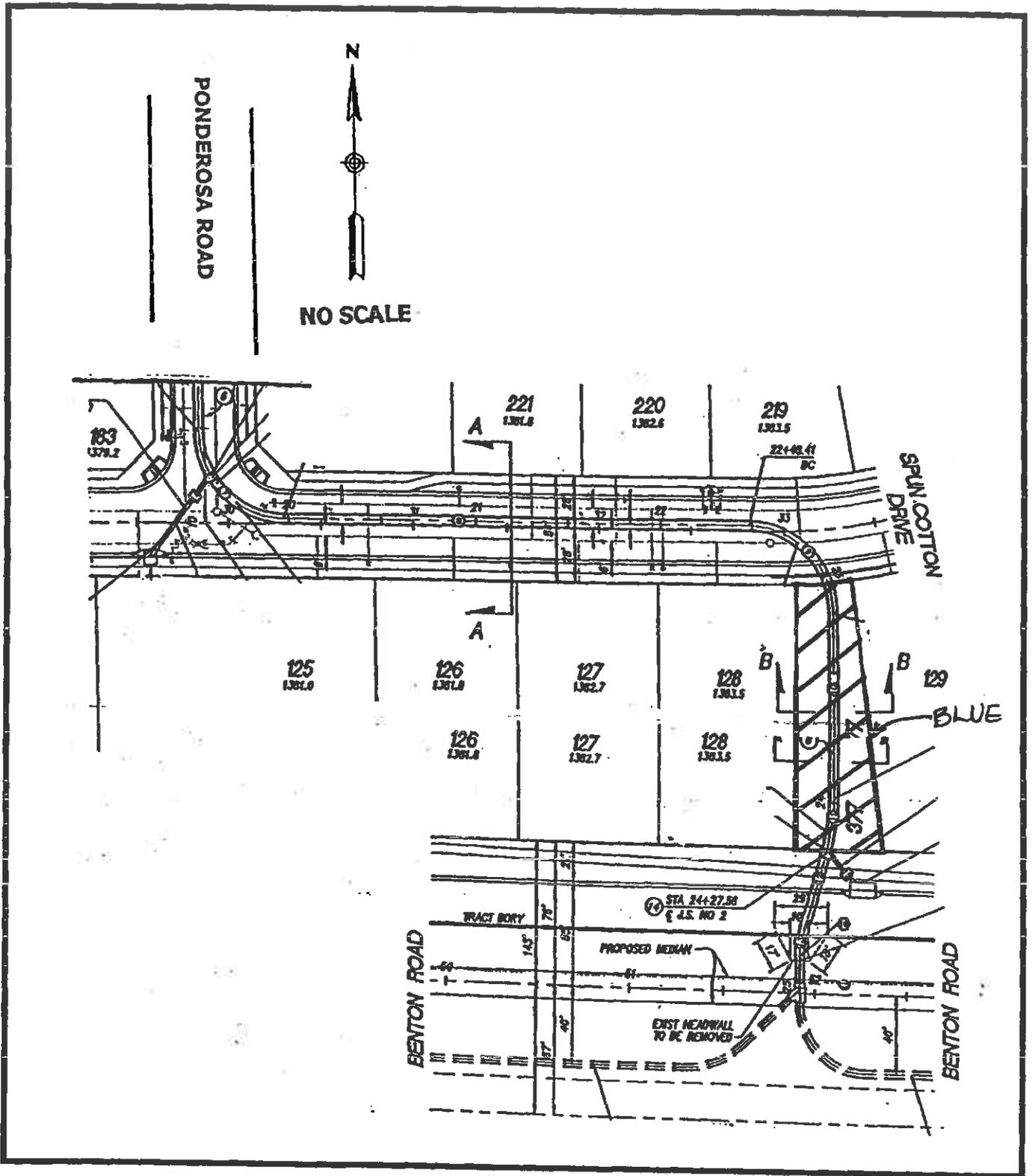


Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4



# Exhibit B

2805-0133572  
63/18/2805 68:06R  
46 of 43



Cooperative Agreement, Tract No. 29214  
Benton Creek Channel, Stage 4  
Project No. 7-0-0167-4  
8 of 11



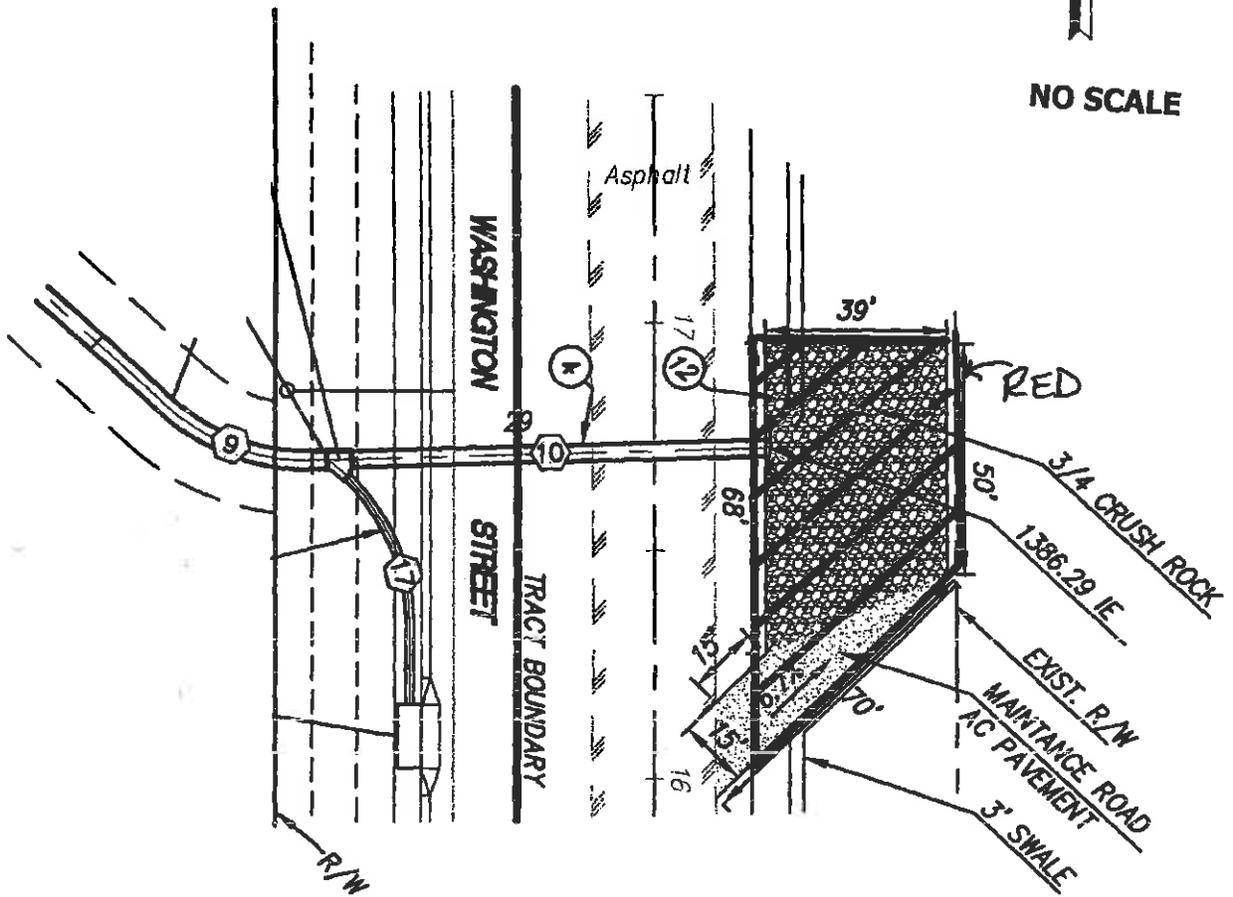


# Exhibit B

2005-0190572  
83/18/2565 68: 86R  
43 of 43



NO SCALE



RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

21535 Palomar St # A  
Wildomar Ca. 92595

Elsinore Murrieta Anza RCU

830014136-SD



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CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this \_\_\_\_ day of \_\_\_\_\_, 2007, by Shea Homes LIMITED PARTNERSHIP ("Grantor"), in favor of Elsinore-Murrieta-Anza Resource Conservation District ("Grantee"), with reference to the following facts:

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029

RECITALS

A. Grantor is the sole owner in fee simple of certain real property in the County of Riverside, State of California, designated Assessor's Parcel Number 964-030-013-0 and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"). A map showing the Property in relation to the project of which it is a part is attached hereto in Exhibit "B";

B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California;

C. This Conservation Easement provides mitigation for certain impacts of the Project by Grantor pursuant to requirements of the California Department of Fish and Game (CDFG) Streambed Alteration Agreement (1600-2003-5039-R6), United States Army Corps of Engineers' ("ACOE") Section 404 Permit No. 200301453-JPL, the Section 401 Water Quality Certification from the Regional Water Quality Control Board File No. 03C-099 and the Formal Section 7 Concurrence for the Stephen's kangaroo rat. This Conservation Easement is intended and shall be deemed to satisfy conditions of the Streambed Alteration Agreement as to the Property. The Property is and will remain in a Natural Condition as defined herein and is intended to be preserved in its restored state (collectively, "Conservation Values"); and

D. Grantee is authorized to hold easements pursuant to Civil Code Section 815.3. Specifically, Grantee is a duly formed, validly existing entity identified in Civil

LLG Docs 271154

Page 1  
9/11/2008  
Easement

DOCUMENT TRANSFER TAX \$ 0 EMARCD French Valley Conservation

\_\_\_\_ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED  
\_\_\_\_ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE.

[Signature]  
Signature of Declarant or Agent Determining tax. Firm Name

Code Section 815.3 and otherwise authorized to acquire and hold title to real property. Grantee's certified organizational documents are attached as Exhibit "C";

**COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property.

1. **Purpose.** The purpose of this Conservation Easement is to ensure the Property will be retained forever in a natural condition and to prevent any use of the Property that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. **Grantee's Rights.** To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;
- (c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;
- (d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property; and
- (e) All present and future development rights.

3. **Prohibited Uses.** Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; weed abatement activities; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Grazing or other agricultural activity of any kind;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted under this Conservation Easement;

(e) Commercial or industrial uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property;

(g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;

(k) Altering the surface or general topography of the Property, including building of roads;

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters.

4. Duties.

(a) In addition, Grantor shall undertake all reasonably necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

(b) Grantee shall preserve and protect the conservation values of the Property, enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement.

6. Grantee's Remedies. If Grantee determines that Grantor has violated the terms of this Conservation Easement, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability therefor, Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, reasonably determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property,

Grantee may pursue its remedies under this Section 6 without prior notice, but with concurrent notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815 et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

6.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees; (iii) acts by third parties; or (iv) any cause beyond Grantor's control.

6.4. Department of Fish and Game Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement Deed shall extend to and are enforceable by the Department of Fish and Game.

7. Access. This Conservation Easement does not convey a general right of access to the public.

8. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Property. Grantor agrees that Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

8.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

8.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property; (2) the obligations specified in Sections 4, 6, 9.0 and 9.1; and (3) the existence or administration of this Conservation Easement. The foregoing indemnity shall not apply to the extent such Claim arises out of or is connected to grossly negligent acts or omissions of Grantee. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or

reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

8.3 Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

9. Assignment. This Conservation Easement is transferable by Grantee, but only with the prior written consent of Grantor and in such case, Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantee shall require the assignee to record the assignment in the county where the Property is located.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

11. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor:                   Shea Homes Limited Partnership  
603 South Valencia Avenue  
Brea, California 92823  
Attention: Mike O'Melveny, Vice President Community  
Development

To Grantee: Elsinore-Murrieta-Anza Resource Conservation  
District  
23905 Clinton Keith 114-165  
Wildomar Ca. 92595  
Attn: Pam Nelsen, President of the Board

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

13. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

14. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 13.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) **Termination of Rights and Obligations.** Grantor's rights and obligations under this Conservation Easement terminate upon transfer of its fee ownership interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer. The transferee shall thereafter become the Grantor under this Agreement. Grantee's rights and obligations under this Conservation Easement shall terminate upon transfer of its interest in the Conservation Agreement, subject to approval by Grantor as required in this Agreement.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **No Hazardous Materials Liability.** Grantor represents and warrants that it has no knowledge of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 9.2, Grantor agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 9.2) against any and all Claims (defined in Section 9.2) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

(j) Title. Attached hereto as Exhibit "E" is a preliminary title report showing the condition of title to the Property.

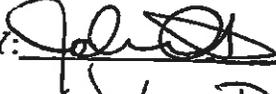
(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 14(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 11.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

GRANTEE:

SHEA HOMES LIMITED PARTNERSHIP,  
A California Limited Partnership

BY: 

BY: 

Name: John Danvers

President of the Board Member  
Vicki G. Long

Title: Vice President, Shea Homes

Elsinore-Murrietta-Anza

Resource Conservation District

Date: 2/3/10

Date: 2-3-10

State of California  
County of Riverside

On February 3, 2010 before me, Joan M. Binder, personally appeared John Danvers who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**Joan M. Binder**  
**Notary Public**  
Commission # 11865772  
Comm. Expires October 18, 2013

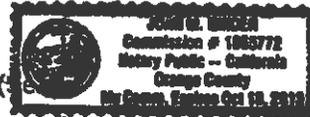
State of California  
County of Riverside

On February 3, 2010 before me, Joan M. Binder, personally appeared Vicki G. Long who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 



**Joan M. Binder**  
**Notary Public**  
Commission # 11865772  
Comm. Expires October 18, 2013

**GOVERNMENT CODE 27361.7**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

Name of the Notary: JOAN M. BINDER

Commission Number: 1885772 Date Commission Expires: Oct. 18, 2013

County Where Bond is Filed: ORANGE

Manufacturer or Vendor Number: NNA 1  
(Located on both sides of the notary seal border)

Signature: 

Firm Name (if applicable)

TOM VOTEL - CHICAGO ILL

Place of Execution: SAN DIEGO Date: 2-4-2010

**Exhibit A**

**Legal Description of Property**

**LOT 379 OF TRACT 29214, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 379, PAGES 72 THROUGH 97, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.**



Source: Google Earth Pro.

**Exhibit 2**  
**Local Vicinity Map**  
**Aerial Base**

SHEA HOMES - ADELINE'S FARM  
 AS-BUILT REPORT



Michael R. Randhawa Associates  
 01470047 - 07/2008 | 2\_locs\_aerial.mxd

**Exhibit C**

**Grantee's [formation documents]**

**LLG Docs 271154**

**Page 16  
9/11/2008  
Easement**

**EMARCD French Valley Conservation**

## Rose Corona

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**From:** Jason Keller <jkeller@missionpacific.com>  
**Sent:** Friday, March 04, 2016 10:43 AM  
**To:** Rose Corona; Rose Corona (rose.corona@emarcd.org)  
**Cc:** Karl Osmundson  
**Subject:** RE: Tract 30837 Benton Channel Connection  
**Attachments:** TR 30837 Benton Creek Channel Alternative Access.pdf

Good Morning Rose,

We have received a very late request from Riverside County Flood Control (RCFC) to add an access road to the outlet of the proposed re-constructed outlet. Unlike all the other existing storm drain outlets to this channel, this pipe and headwall structure will be maintained by RCFC. Attached you will find an engineered drawing of a concrete access ramp that we need to add to our proposed improvements. I understand this request comes close to our scheduled board meeting but we are hoping this new information can be provided to the board members prior to the meeting. On Monday I will also be sending a separate graphic that will be a bit more user friendly. Thank you for your assistance.

*Regards,*  
**Jason Keller, PE**  
**Mission Pacific Land Company**  
4100 Newport Place, Suite 480  
Newport Beach, CA 92660  
Phone: (949) 333-6752 ext. 218  
Cell: (951) 733-9128  
[jkeller@missionpacific.com](mailto:jkeller@missionpacific.com)

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**From:** Rose Corona [<mailto:rosecorona@bighorsefeed.com>]  
**Sent:** Wednesday, February 10, 2016 10:00 AM  
**To:** Jason Keller  
**Subject:** RE: Tract 30837 Benton Channel Connection

Dear Mr. Keller,

The EMARCD hosts their meetings the second Thursday of every month at 4 pm at the Truax Building in Temecula. The public is always welcome. We will be in touch regarding scheduling your firm on the agenda.

Regards,

Rose Corona  
Temporary Acting President

---

**From:** Jason Keller [<mailto:jkeller@missionpacific.com>]  
**Sent:** Wednesday, February 10, 2016 9:44 AM  
**To:** [rneuge@gmail.com](mailto:rneuge@gmail.com); Rose Corona  
**Cc:** Karl Osmundson  
**Subject:** RE: Tract 30837 Benton Channel Connection

Rick,

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



October 6, 2015

Vicki Long  
Elsinore Murrieta Anza Resource Conservation District  
21535 Palomar Street #A  
Wildomar, CA 92595

**Subject: Letter of Intent to Fund and Implement Invasives Removal Program at Benton Channel for the French Valley South Tentative Tract 30837 Project**

Dear Ms. Long:

This serves as a written letter of intent submitted by HELIX Environmental Planning, Inc. (HELIX) on behalf of FVS Partners, LLC to fund and implement a 5-year invasives removal program at the Benton Channel, portions of which are contained within an existing conservation easement held by the Elsinore-Murrieta-Anza Resource Conservation District (EMARCD). The invasives removal program will be implemented as part of the French Valley South Tentative Tract 30837 Project (project), which requires a storm drain outfall at the Benton Channel and has been the topic of previous correspondence and meetings between FVS Partners, LLC and the EMARCD. As you are aware, the project is obtaining regulatory permits from the U.S. Army Corps of Engineers (USACE; SPL-2014-00594), Regional Water Quality Control Board (RWQCB; R9-2014-0088), and California Department of Fish and Wildlife (CDFW; 1600-2015-0106-R6) for the required storm drain outfall.

Preventing the establishment and spread of non-native invasive plant species is an important goal for the project. To achieve this goal, the project has been specifically designed to restrict invasives from project landscaping and incorporate biofiltration technology within the project's water quality basins to prevent the transport of seeds. The project's landscaping strictly prohibits the use of non-native invasive plant species identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and by the California Invasive Plant Council (Cal-IPC). The biofiltration design would prevent seeds belonging to invasives from leaving the project's water quality basins and entering the off-site storm drain that outfalls at Benton Channel. Through these actions, the project would prevent the establishment and spread of non-native invasive plant species in the local area.

In addition, FVS Partners, LLC is committed to funding an invasives removal program within Benton Channel, above and beyond what has already been incorporated into the design. Specifically, FVS Partners, LLC agrees to fund the initial removal of non-native plant species within the segment of the Benton Channel between easternmost existing storm drain outfall

structure (including all areas of disturbance resulting from the project's storm drain outfall) to the closest downstream outfall structure to the west (about 200 feet away). The funding would also cover annual monitoring and ongoing non-native plant removal within the area for a period of 5 years following the initial removal, such that the coverage of non-native plant species within that area does not exceed 5%. The funding would further cover preparation of an annual report detailing the non-native plant removal actions and progress for each year, including the methods used, the amount and species of non-native plants removed, and representative photographs from designated photo stations.

The expected cost of the program and total contribution of funding by FVS Partners, LLC to the EMARCD is \$17,225, which is detailed in Attachment A. Payment will be provided to EMARCD prior to the start of construction for the storm drain at the Benton Channel.

Last, in order for FVS Partners, LLC to contribute funding to an invasives removal program, EMARCD must agree to the required storm drain outfall at its current location within the Benton Channel, which is shown in Attachment B. As you are aware, the current planned location of the outfall was sited to completely avoid EMARCD's conservation easement and designed based on input received by the USACE, RWQCB, and CDFW. As such, there are no outstanding issues or ongoing concerns expected with the outfall at its current planned location.

Please kindly provide your acceptance of the program funding put forth by FVS Partners, LLC and your agreement of storm drain outfall at Benton Channel by signing below and returning a signed copy of this letter to me 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  
Biology Group Manager

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

Enclosure: Attachment A – Funding for Invasives Removal at Benton Channel  
Attachment B – Off-Site Storm Drain Plans for French Valley South Tract 30837

**Agreed and Accepted:**

**ELSINORE MURRIETA ANZA RESOURCE CONSERVATION DISTRICT**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Attachment A

Funding for Invasives Removal at Benton Channel

Contribution of Funding for up to 5 Years of Invasives Removal at Benton Channel		Date: 10/6/2015							
French Valley South TM									
FVS Partners, LLC									
<b>Description of Funding Contribution to Elsinore Murrieta Anza Resource Conservation District by FVS Partners, LLC</b>									
FVS Partners, LLC agrees to fund removal of non-native plant species within the segment of the Benton Channel between easternmost stormwater outfall structure (including all areas of disturbance resulting from the project) to the closest downstream outfall structure to the west (about 200 feet away), 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. FVS Partners, LLC will also 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.									
Item #	Activity Category	Activity/Expense	Frequency (times per year)	Hours/event	# events/year	Hourly Cost	Annual Cost	Notes	
1	Project Management	Program oversight	annually	1	1	125	\$125	Project management is expected to be limited to basic coordination tasks.	
1	Annual Report	Annual Report	annually	6	1	105	\$630	Annual report sent to EMARCD, USACE, CDFW documenting maintenance/invasive removal and monitoring events	
2	Monitoring	General	bi-annual	2	2	100	\$400	Twice per year biologist inspection for non-native invasive plant species and monitoring memos sent to EMARCD, USACE, CDFW	
3	Maintenance	General	bi-annual	6	2	100	\$1,200	Twice per year (spring and summer) maintenance crew visits to remove/treat non-native invasive plant species.	
<b>Other Costs</b>							<b>Subtotal</b>	<b>\$2,355</b>	
4	15% Administrative	15% of all costs					\$354	Project management is expected to be limited to basic coordination tasks.	
5	10% Contingency	10% of all costs					\$236	Unforeseen circumstances	
6	Insurance	\$500/year					\$500	Insurance for 2 maintenance personnel	
<b>Annual Cost Total</b>							<b>\$3,445</b>		
<b>5-Year Cost Total</b>							<b>\$3,445 x 5 years = \$17,225</b>		

**RFP'S FOR AUDITS AND YEAR END  
FINANCIALS**

Subject **Fwd: EMARCD Annual Audit RFP**  
From <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>  
To <[Chris@fedakbrownllp.com](mailto:Chris@fedakbrownllp.com)>  
Date 2016-04-05 16:46



- EMARCD AUDIT RFP.pdf (679 KB)

Dear Mr. Brown,

Per your request to be included on the Request for Proposal list for the Annual Audits attached you will find our RFP for the Elsinore-Anza-Murrieta Resource Conservation District. The deadline for submission is June 1, 2016. Please contact me if you have any questions and if you could please respond that you received this e-mail and the attachment.

Best Regards,

Rose Corona  
President  
EMARCD

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

Subject: EMARCD Annual Audit RFP  
Date: 2016-04-05 16:24  
From: QuickBooks Accounting <[quickaccounting@bighorsefeed.com](mailto:quickaccounting@bighorsefeed.com)>  
To: "[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)" <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>

Subject **Fwd: EMARCD Annual Audit RFP**  
From <rose.corona@emarcd.org>  
To <gfankhanel@vifcpa.com>  
Date 2016-04-05 16:55



- EMARCD AUDIT RFP.pdf (679 KB)

Dear Greg,

Attached you will find our RFP for the Annual Audit. Please let me know if you received this e-mail and the attachment. I will send the request to do the year end financials via regular mail. If you have any questions, please don't hesitate to contact me.

Best Regards,

Rose Corona  
President  
EMARCD

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

Subject: EMARCD Annual Audit RFP  
Date: 2016-04-05 16:24  
From: QuickBooks Accounting <[quickaccounting@bighorsefeed.com](mailto:quickaccounting@bighorsefeed.com)>  
To: "[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)" <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>

Subject **Fwd: EMARCD Annual Audit RFP**  
From <rose.corona@emarcd.org>  
To <jnigro@nnqpas.com>  
Date 2016-04-05 16:51



- EMARCD AUDIT RFP.pdf (679 KB)

Dear Mr. Nigro,

Attached you will find our Request for Proposal for the Annual Audit for the year 2015-2016. Please feel free to contact me should you have any questions and please let us know that you received this e-mail and attachment.

Best Regards,

Rose Corona  
EMARCD  
President

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

Subject: EMARCD Annual Audit RFP  
Date: 2016-04-05 16:24  
From: QuickBooks Accounting <[quickaccounting@bighorsefeed.com](mailto:quickaccounting@bighorsefeed.com)>  
To: "[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)" <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>

Subject **Fwd: EMARCD Annual Audit RFP**  
From <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>  
To <[cfechter@fechtercpa.com](mailto:cfechter@fechtercpa.com)>  
Date 2016-04-05 16:48



- EMARCD AUDIT RFP.pdf (679 KB)

Dear Mr. Fechter,

Per your request to be added to our District's list for bids for our Annual Audit, please find attached our Request for Proposal. If you have any questions, please don't hesitate to contact me and please let me know that you received this e-mail and attachment.

Best Regards,

Rose Corona  
President  
EMARCD

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

Subject: EMARCD Annual Audit RFP  
Date: 2016-04-05 16:24  
From: QuickBooks Accounting <[quickaccounting@bighorsefeed.com](mailto:quickaccounting@bighorsefeed.com)>  
To: "[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)" <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>



**Elsinore - Murrieta - Anza**  
**Resource Conservation District**

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

**AUDIT SERVICES**

**REQUEST FOR PROPOSAL**

The Elsinore-Murrieta-Anza Resource Conservation District (EMARCD or "District") is seeking proposals from a select group of experienced and qualified Certified Public Accounting firms, to provide auditing services to the District for a one year period beginning July 1, 2015-June 30, 2016.

**Background of the District**

The Elsinore-Murrieta-Anza Resource Conservations District's was established in 1949 and its territory includes 505,000 acres or approximately 789 square miles, extending south from Scott Road in the Winchester area to the San Diego County line, and from east of Anza west to the Orange County line. It also includes a loop around the north of Lake Elsinore, its RCD neighbors are San Jacinto Basin RCD and Riverside Corona RCD in Riverside County and in San Diego County Mission RCD.

Conservation districts began to form following federal enabling legislation in the late 1930's. In response to the terrible "dustbowl" of that period, the federal Natural Resources Conservations Service (NRCS; then called the Soil Conservation Service) was formed. It was realized that for the NRCS to function effectively, local state districts were needed as a bridge to the public. So the RCD's were formed across the nations and continue to cooperate closely with the NRCS.

**Services to be Provided by the Audit Firm**

The District is seeking proposals to perform the audit examinations of the financial statements of the Elsinore-Murrieta-Anza Resource Conservation District, including the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Net Position and the Statement of Cash Flows for the year ended June 30, 2016. The District expects the various systems and components of the accounting records for the fiscal year ended June 30, 2016 will be closed and ready for review no later than August 1, 2016 and available for audit review beginning August 15, 2016. The proposal

shall also include preparation and transmission of the Special Districts Financial Transactions Report to the State of California with a copy to the District's Finance Manager. The District will provide information for Management's Discussion and Analysis and will prepare the Comprehensive Annual Financial Report ("CAFR").

The audit firm selected should plan to have the audited financial statements of the District available for delivery to the Board of Directors two weeks prior to the second regular meeting in October each year. Additionally, the audit firm shall provide the District with a letter of reportable conditions, if any, with constructive comments relating to the system of internal controls of the District.

Planning and interim audit testing may be performed prior to year-end; however, advance notice is desired so that District staff may make time available for the audit staff. District staff will provide the audit firm with a trial balance and a reasonable number of schedules, and will prepare audit confirmation letters as necessary, as well as provide supporting documents for the auditors. Both the draft and final documents of the audited financial statements shall be completed by the auditors.

### **Standards to be Followed in the Audit Examinations**

1. The audit examination shall meet the minimum audit requirements as set forth by the Office of the State Controller, Division of Local Government Fiscal Affairs for California Special Districts and Section 26909 of the California Government Code which requires the District's Board to contract for the annual audit.
2. The audit examinations of the District shall be made in accordance with generally accepted auditing standards, as set forth in the Statements on Auditing Standards of the American Institute of Certified Public Accountants (AICPA).
3. The audit examinations of the District shall be made in accordance with the guidelines of the AICPA's Audit and Accounting Guide, Audit of State and Local Government Units.
4. Auditors shall be required to make an immediate written report of all irregularities and illegal acts, or indications of illegal acts, of which they become aware to the following parties

President, Board of Directors  
Vice President, Board of Directors  
Secretary Treasurer, Board of Directors  
General Manager  
Finance Manager

## **Personnel Information and Content**

The following information should be included in your proposal to the District:

### **1. Profile of the Proposer:**

A brief description of your firm and the number of personnel within the office(s) that will serve the Elsinore Murrieta Anza Resource Conservation District.

### **2. Qualifications:**

- a) A description of your audit team organization, partner, manager and senior accountant who would be participating in the audit of EMARCD. Please provide resumes of the partner, manager and senior accountant.
- b) Outline your qualifications in auditing Special Districts, Cities, Counties and other Local Government Agencies.
- c) Provide information as to the type of training in governmental auditing that is provided to your personnel.
- d) Provide at least three (3) references of local government clients for whom the personnel who will serve Elsinore Murrieta Anza Resource Conservation District have worked.
- e) Provide any other qualifications that you believe are relevant.

### **3. Audit Approach:**

Briefly outline your firm's approach to the examination of the District.

### **4. Objectives, Scope and Timing:**

Set forth your understanding of the objectives, scope and timing of the audit examination and the reports prepared.

### **5. Fees, Hourly Rates and Assistance Required of District Staff:**

Proposals shall set forth the number of hours estimated to complete the engagement, including the hourly rate and estimated hours for each staff classification. The District requests a firm fixed price quotation for the fees and a maximum amount of reimbursement expenses. Your fee quotation should be indicated for each of the three year ending June 30, 2016, as follows:

#### **AUDIT FEE**

EMARCD audit, including the preparation of the Combining Divisional Schedule of Net Position, the Combining Divisional Schedule of Revenues, Expenses and Changes in Net Position and the Combining Divisional Statement of Cash Flows, all with comparative totals for the prior year when possible; and preparation and filing of the Special Districts Financial Transactions Annual Report to the State Controller's Office.

Indicate your hourly rates by classification, should the District desire additional services not covered by this request for proposal.

Indicate what assistance your firm expects from the District to meet the outlined proposal.

#### **6. Special Considerations:**

It is expected that the firm selected shall keep the District informed of new state and national developments affecting municipal finance and reporting standards and trends. This shall include at least one formal updating session per fiscal year with selected members of the District's financial and accounting staff.

#### **7. Working Paper Retention and Access:**

All working papers and reports must be retained, at the audit firm's expense, for a minimum of three (3) years following the respective audited fiscal year, unless the proposer is notified in writing by the District of the need to extend the retention period. The auditor will be required to make working papers available upon request by the District.

In addition, at the District's discretion, the proposer shall respond to reasonable inquiries of successor auditors to review working papers relating to matters of continuing accounting significance.

#### **8. Subcontracting:**

No subcontracting of auditing services will be allowed without the express prior written consent of the District.

### **Evaluation of Proposals**

Proposals received by the submittal deadline shall be evaluated by the District's reviewing committee. Evaluation of proposals will be based upon the following criteria:

1. Qualifications of the Partner, Manager and Senior Accountant in performing examinations of local government agencies.
2. Qualifications of the firm in serving government clients from its local office, which will serve the EMARCD.
3. Demonstration of the understanding of the scope of the District examination.
4. Acceptability of the audit approach and timing of both the actual audit period and the submission of final audited financial statements.
5. Fee schedule.

The evaluation process will be directed primarily at those capabilities and advantages clearly shown in the written proposal; however, the District may request any or all firms to make oral presentations during the evaluation process. All firms submitting proposals will be notified by the week of June 15, 2016 whether they have been selected to perform the audit. It is anticipated that the Board of Directors will approve an audit firm at its June 9, 2016 meeting.

The District reserves the right to reject any and all proposals submitted and to request additional information as deemed necessary from Proposers. The District shall be the sole judge of the

proposal and, particularly, which one best qualifies for acceptance. The District reserves the right to accept other than the lowest-price proposal and to negotiate with an auditor if it is in the District's best interest to do so. The District may request statements regarding perceived conflicts of interest. The District also reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of the proposal indicates acceptance by the proposer of the conditions contained in this request for proposal, unless it is otherwise clearly and specifically noted in the proposals submitted, and confirmed in the engagement contract between the District and the proposer selected. There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in the preparation, submission or presentation of proposals in response to this request.

## **Proposal Submission Requirements**

Proposals must be submitted either by mail or electronically by **June 1, 2016**. The subject line should be ***"Proposal for Audit Services"*** and directed to:

**Carol Lee Brady**

**EMARCD**

**PO Box 2708**

**Temecula, CA 92593-2078**

**Or**

**[Carol.lee.brady@emarcd.org](mailto:Carol.lee.brady@emarcd.org) and [rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)**

Please submit all questions by May 15, 2016. Answers will be provided to all firms that have indicated interest. If you require additional information regarding this Request for Proposal, please contact Rose Corona 951-387-8992.



Elsinore - Murrieta - Anza

Resource Conservation District

April 5, 2016

Mr. Greg Fankhanel  
Van Lant and Fankhanel  
Certified Public Accountants  
25901 Kellogg Street  
Loma Linda, CA 92354

Dear Mr. Fankhanel,

We are presently submitting to various firms a Request for Proposal (RFP) to perform the year end financial statements for the Elsinore-Murrieta-Anza Resource Conservation District for the fiscal year 2015-2016 with the information provided by the Elsinore-Murrieta-Anza Resource Conservation District.

The firm selected will be required to issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

**Deadline date for the proposal is June 1, 2016.** We thank you in advance for considering to submit a proposal for our year end financial statements. You may submit your proposal to:

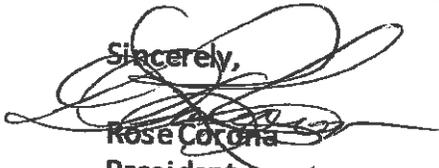
EMARCD  
P.O. Box 2078  
Temecula, CA 92592

OR e-mail your submittal to:

[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)

Thank you and we look forward to hearing from you.

Sincerely,



Rose Cordia

President  
EMARCD

P.O. Box 2078 ♦ Temecula, CA 92592-2078  
Ph: 951-387-8992 ♦ [www.EMARCD.org](http://www.EMARCD.org)



Elsinore - Murrieta - Anza

Resource Conservation District  
April 5, 2016

Ms. Elizabeth Nigro  
Nigro and Nigro  
Certified Public Accountants  
P.O. Box 1247  
Murrieta, CA 92564

Dear Ms. Nigro,

We are presently submitting to various firms a Request for Proposal (RFP) to perform the year end financial statements for the Elsinore-Murrieta-Anza Resource Conservation District for the fiscal year 2015-2016 with the information provided by the Elsinore-Murrieta-Anza Resource Conservation District.

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**Deadline date for the proposal is June 1, 2016.** We thank you in advance for considering to submit a proposal for our year end financial statements. You may submit your proposal to:

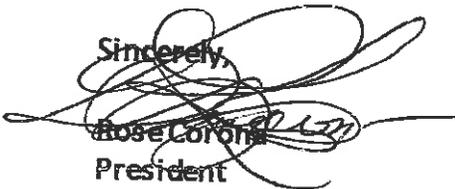
EMARCD  
P.O. Box 2078  
Temecula, CA 92592

OR e-mail your submittal to:

[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)

Thank you and we look forward to hearing from you.

Sincerely,



Rose Corona

President  
EMARCD

P.O. Box 2078 ♦ Temecula, CA 92592-2078  
Ph: 951-387-8992 ♦ [www.EMARCD.org](http://www.EMARCD.org)



Elsinore - Murrieta - Anza

Resource Conservation District  
April 5, 2016

Mr. Christopher J. Brown  
Fedak and Brown LLP  
Certified Public Accountants  
4204 Riverside Parkway, Ste. 390  
Riverside, CA

Dear Mr. Brown,

We are presently submitting to various firms a Request for Proposal (RFP) to perform the year end financial statements for the Elsinore-Murrieta-Anza Resource Conservation District for the fiscal year 2015-2016 with the information provided by the Elsinore-Murrieta-Anza Resource Conservation District.

The firm selected will be required to issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

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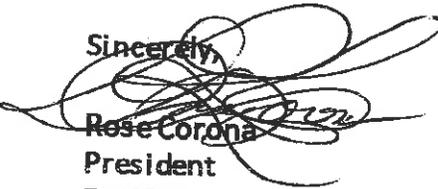
EMARCD  
P.O. Box 2078  
Temecula, CA 92592

OR e-mail your submittal to:

[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)

Thank you and we look forward to hearing from you.

Sincerely,



Rose Corona  
President  
EMARCD

P.O. Box 2078 ♦ Temecula, CA 92592-2078  
Ph: 951-387-8992 ♦ [www.EMARCD.org](http://www.EMARCD.org)



Elsinore - Murrieta - Anza

Resource Conservation District  
April 5, 2016

Mr. Craig Fechter  
Fechter and Company  
Certified Public Accountants  
1870 Avondale Avenue, Ste 4  
Sacramento, CA 94825

Dear Mr. Fechter,

We are presently submitting to various firms a Request for Proposal (RFP) to perform the year end financial statements for the Elsinore-Murrieta-Anza Resource Conservation District for the fiscal year 2015-2016 with the information provided by the Elsinore-Murrieta-Anza Resource Conservation District.

The firm selected will be required to issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

**Deadline date for the proposal is June 1, 2016.** We thank you in advance for considering to submit a proposal for our year end financial statements. You may submit your proposal to:

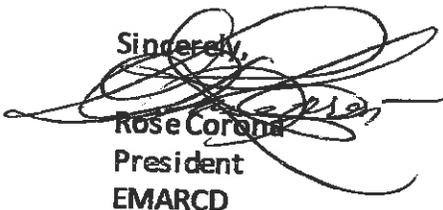
EMARCD  
P.O. Box 2078  
Temecula, CA 92592

OR e-mail your submittal to:

[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)

Thank you and we look forward to hearing from you.

Sincerely,



Rose Corona  
President  
EMARCD

P.O. Box 2078 ♦ Temecula, CA 92592-2078  
Ph: 951-387-8992 ♦ [www.EMARCD.org](http://www.EMARCD.org)

# WATER AUDIT UPDATE

From: noreply <noreply@digalert.org>  
To: SDMCO <SDMCO@AOL.COM>  
Subject: DigAlert Confirmation for Ticket A60550585-00A  
Date: Wed, Feb 24, 2016 10:49 am

EMLCFM 00576A USAS 02/24/16 10:48:59 A60550585-00A NORM NEW GRID

Thank you for calling Underground Service Alert of Southern California. This is an automatically generated confirmation of your DigAlert. For your safety, please respect and protect the marks, and excavate carefully around the marked utility lines.

This email comes from an automated program that is NOT MONITORED. DO NOT REPLY BACK TO THIS EMAIL.

Ticket : A60550585 Date: 02/24/16 Time: 10:36 Oper: EMA Chan: 100  
Old Tkt: A60550585 Date: 02/24/16 Time: 10:48 Oper: EMA Revision: 00A

Company: MARTIN MONGE Caller: SANDRA COHEN (DAUGHTER OF H/O)  
Co Addr: UNK  
City&St: Zip:  
Phone: 323-936-0295 Ext: Call back: ANYTIME  
Formn: SANDRA COHEN Phone: 310-707-3508  
Email: SDMCO@AOL.COM

State: CA County: RIVERSIDE Place: TEMECULA  
Delineated: N  
Address: 24135 Street: MIRASOL WAY  
X/ST 1 : CARANCHO RD  
MPM 1: MPM 2:  
Locat: NEAR AVOCADO GROVE AT ADDRESS; PLEASE EMAIL WITH CONFLICT \*\*AREA WILL BE  
: DELINEATED BY 2/29/16\*\*

Excav Enters Into St/Sidewalk: N

Grids: 0977G034 0977G042  
Lat/Long : 33.478103/-117.239026 33.476579/-117.236093  
: 33.475306/-117.240231 33.473782/-117.238299  
Caller GPS:

Boring: N Explosives: N Vacuum: N  
Re-Mark: N

Work : INSTALL WATER LINE  
Wkend: N Night: N  
Work date: 02/26/16 Time: 10:36 Priority: 2  
Instruct : MARK BY Permit: UNKNOWN  
Done for : H/O COHEN, VICTOR & MARTHA

Tkt Exp: 03/23/16

Mbrs :  
RCW01 RANCHO CALIFORNIA WTR - S&W ANNA DYE 951-296-6952  
USCE77 UTILIQUEST 4 SCE - SAN JACINT SC EDISON PERSONNEL 800-611-1911  
UVZMENIF UTILIQUEST 4 VERIZON - MENI Not available 800-837-4966



Acct. # [REDACTED]

Grove only  
empty Pa

October 21, 2015

Victor & Martha Cohen  
4706 W 133<sup>rd</sup> Street  
Hawthorne, CA 90250

Board of Directors

John E. Hoagland  
President

James "Stew" Stewart  
Sr. Vice President

Stephen J. Corona

Ben R. Drake

Lisa D. Herman

William E. Plummer

Roger C. Ziemer

Officers

Jeffrey D. Armstrong  
General Manager

Fred F. Edgecomb, MPA  
Director of Operations & Maintenance

Andrew L. Webster, P.E.  
Chief Engineer

Kelli E. Garcia  
District Secretary

James B. Gilpin  
Best Best & Krueger LLP  
General Counsel

**SUBJECT: AGRICULTURAL IRRIGATION EFFICIENCY PROGRAM:  
REVISED APPROVAL LETTER FOR ACCOUNT 3049367**

Dear Victor & Martha Cohen:

Rancho California Water District (RCWD/District) has reviewed the results of the irrigation system audit performed at your property for participation in the District's Agricultural Irrigation Efficiency Program. Based on this audit, RCWD has approved the following equipment costs for your proposed irrigation system retrofit project:

Item	Quantity	Estimated RCWD Cost Share	Estimated Customer Cost Share	Total Estimated Cost
PC Emitters	500	\$250.00	\$250.00	\$500.00
Irrrometer 12"	3	\$157.50	\$157.50	\$315.00
Irrrometer 24"	3	\$172.50	\$172.50	\$345.00
Filter 2"	1	\$250.00	\$250.00	\$500.00
Mainline (ft.)	1,300	\$325.00	\$325.00	\$650.00
PVC Lateral (ft.)	500	\$75.00	\$75.00	\$150.00
Miscellaneous PVC parts necessary for uniformity improvement	1	\$1,750.00	\$1,750.00	\$3,500.00
	<b>TOTAL</b>	<b>\$2,980.00</b>	<b>\$2,980.00</b>	<b>\$5,960.00</b>



Acct. # [REDACTED]

October 21, 2015

House and Grove

Victor & Martha Cohen  
4706 W 133<sup>rd</sup> Street  
Hawthorne, CA 90250

Board of Directors

John E. Hoagland  
President

James "Stew" Stewart  
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Director of Operations & Maintenance

Andrew L. Webster, P.E.  
Chief Engineer

Kelli E. Garcia  
District Secretary

James B. Gilpin  
Best Best & Krieger LLP  
General Counsel

**SUBJECT: AGRICULTURAL IRRIGATION EFFICIENCY PROGRAM:  
REVISED APPROVAL LETTER FOR ACCOUNT 3062143**

Dear Victor & Martha Cohen:

Rancho California Water District (RCWD/District) has reviewed the results of the irrigation system audit performed at your property for participation in the District's Agricultural Irrigation Efficiency Program. Based on this audit, RCWD has approved the following equipment costs for your proposed irrigation system retrofit project:

Item	Quantity	Estimated RCWD Cost Share	Estimated Customer Cost Share	Total Estimated Cost
PC Emitters	500	\$250.00	\$250.00	\$500.00
Irrrometer 12"	3	\$157.50	\$157.50	\$315.00
Irrrometer 24"	3	\$172.50	\$172.50	\$345.00
Filter 2"	1	\$250.00	\$250.00	\$500.00
Lateral Line PVC Risers 1/2" x 12"	380	\$380.00	\$380.00	\$760.00
Miscellaneous PVC parts necessary for uniformity improvement	1	\$1,500.00	\$1,500.00	\$3,000.00
<b>TOTAL</b>		<b>\$2,710.00</b>	<b>\$2,710.00</b>	<b>\$5,420.00</b>

Keep in mind that it is your responsibility to purchase and properly install the approved irrigation system equipment prior to receiving any reimbursements from RCWD. Following completion of equipment

# NEW BUSINESS

# MORGAN HEIGHTS

Date: 2016-01-02 08:21  
From: Rose Corona <[rosecorona@bighorsefeed.com](mailto:rosecorona@bighorsefeed.com)>  
To: "[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)" <[rose.corona@emarcd.org](mailto:rose.corona@emarcd.org)>

FROM: Ann Lopez [mailto:[alopez@l1enviroinc.com](mailto:alopez@l1enviroinc.com)]  
SENT: Thursday, December 17, 2015 1:37 PM  
TO: Rose Corona  
CC: [MCushman@co.riverside.ca.us](mailto:MCushman@co.riverside.ca.us); Vicki M Gullion; Leslie Irish  
SUBJECT: Morgan Heights - CDFW Certification

Good Afternoon Rose,

I am copying Vicki Gullion on this email. Vicki works for D.R. Horton. The project is Morgan Heights. We have been working on this conservation area with Vicki Long for a few years. The Conservation area is in year three. It is looking very good.

The Agreement is pending but Jeff Brandt has been working on this project with EMARCD and D.R. Horton and told us to move forward with the conservation easement.

We look forward to working with you.

Sincerely,

Ann

ANN M. LOPEZ

L&L ENVIRONMENTAL, INC.

Mailing Address:

700 E. Redlands Blvd.

Suite U PMB # 351

Redlands CA 92373

Delivery Address:

721 Nevada Street Suite 307

Redlands, CA 92373

(909) 335-9897 (Office)

(909) 335-9893 (Fax)

(909) 234-7979 (Cell)

FROM: Rose Corona [mailto:[rosecorona@bighorsefeed.com](mailto:rosecorona@bighorsefeed.com)]  
SENT: Thursday, December 17, 2015 11:05 AM  
TO: Ann Lopez  
CC: [MCushman@co.riverside.ca.us](mailto:MCushman@co.riverside.ca.us)  
SUBJECT: CDFW Certification

Dear Ms. Lopez,

I am the temporary acting President of the EMARCD and received an e-mail from Ms. Vicki Long of our board in regards to a CDFW

Certification. Having just recently been thrown into this position due to the election of our former President to another Board, I would appreciate having the information you need us to address on this issue.

Thank you and if you need to reach me, please feel free to contact me at

[Rose.corona@emarcd.org](mailto:Rose.corona@emarcd.org) or give me a call at 909-208-7848. We can also address having you or your representative come to our meeting to speak.

Sincerely,

Rose Corona

# FLOOD CONTROL



## Upper Santa Margarita Watershed IRWM Plan Update

---

### 2015 PROJECT NOMINATION FORM

The Project Nomination Form is for projects that will meet the goals, objectives and priorities of the 2014 USMW IRWM Plan Update.

The Project Nomination Form provides the essential information of a proposed project to be considered as either a *conceptual project* or an *IRWM Plan project*, defined as follows:

- **Conceptual projects** are implementation projects that are still in the planning stages and not ready to proceed, but meet the goals and objectives of the 2014 USMW IRWM Plan. *To have your project be considered as a conceptual project* for further development as part of the USMW IRWM Program, you must be able to complete at least the first portion of this form highlighted in orange.
- **IRWM Plan projects** are implementation projects that meet the goals, objectives and priorities of the 2014 USMW IRWM Plan and have been developed sufficiently to meet specific criteria provided by the California Department of Water Resources. *To have your project considered as an IRWM Plan project*, you must be able to complete all questions in this form, in both the sections highlighted in orange and blue.

**Complete the form and return with supporting attachments, as needed, to the USMW IRWM Program Manager at [irwm@ranchowater.com](mailto:irwm@ranchowater.com).**

**If you prefer a Word version of this PNF or have questions, contact Denise Landstedt at Rancho California Water District, [irwm@ranchowater.com](mailto:irwm@ranchowater.com) or (951) 296-6916**

---



**Newly Submitted Project**

**Previously Submitted Project**

**1. General Project Information (Required for all projects)**

a. **Project Title**

b. **Potential Project Benefits (Check all that specifically apply)**

Increase diversification of water supply portfolio

Maximize groundwater potential

Protect and improve local surface water quality

Promote integrated flood management

Protect, restore and enhance aquatic/riparian habitat

Promote economic, social, land use and environmental sustainability

c. **Project Type**

Construction

Program

Study/Investigation

d. **Project Description**

e. **Project Status, Timeline, and Readiness to Proceed**

*Include anticipated start and completion dates; status of planning, design, or construction; status of environmental documentation; status of permitting – local or regional, status of approval to implement the project, other items to demonstrate readiness to proceed.*

f. **Project Location**

g. **Purpose and Need**



**2. Project Sponsor/Lead Agency Information (Required for all projects)**

- a. **Agency/Organization Name**
- b. **Contact Person (name and title)**
- c. **Email**
- d. **Phone**
- e. **Address**
- f. **Adopted the USMW IRWM Plan: Y/N**
- g. **Urban water supplier: Y/N**
  - i. **If yes, status of 2010 Urban Water Management Plan:**
  - ii. **If yes, status of AB1420 compliance:**

**3. Project Partners (Required for all projects - note if not applicable)**

- a. **Agency/Organization Name:**
- b. **Contact Person (name and title):**
- c. **Email:**
- d. **Phone:**



e. **Cell Phone (optional):**

f. **Address:**

g. **Project Partner Type:**

- Collaborative Planning
- Direct Funding
- In-Kind Services
- Co-Operator/Co-Manager

a. **List the Project's Goals and Objectives:**

- 1.
- 2.
- 3.

b. **Check which IRWM Plan Goals and Objectives the project meets :**

*Goal 1: Increase diversification of water supply portfolio*

- Reduce regional potable water consumption.
- Increase local supply development.

*Goal 2: Maximize groundwater potential*

- Improve quality and ability to access and increase groundwater supply.
- Increase knowledge of groundwater supply potential.

*Goal 3: Protect and improve local surface water quality*

- Reduce controllable pollutant sources to 303(d) listed receiving waters.

*Goal 4: Promote integrated flood management*



Enhance regional flood control by implementing multiple benefit

Reduce municipal and private property damage risk.

*Goal 5: Protect, restore and enhance aquatic/riparian habitat*

Protect and create aquatic/riparian habitat.

Enhance riparian corridors on existing land use.

*Goal 6: Promote economic, social, land use and environmental sustainability*

Support water resources projects that positively impact DÁCs.

Improve recreation opportunities and open space through multiple benefit projects.

Adapt to and mitigate against climate change by promoting adaptation strategies and reducing water related greenhouse gas emissions.

c. Check which California Water Plan Resource Management Strategies the project meets:

<b>Reduce water demand</b>	<input type="checkbox"/> Agricultural water use efficiency	<input type="checkbox"/> Conveyance - Regional/local
	<input type="checkbox"/> Urban water use efficiency	<input type="checkbox"/> System reoperation
	<input type="checkbox"/> Improve operational efficiency and transfers	<input type="checkbox"/> Water transfers
	<input type="checkbox"/> Conveyance - Delta	
<b>Increase water supply</b>	<input type="checkbox"/> Conjunctive Management & Groundwater	<input type="checkbox"/> Recycled municipal water
	<input type="checkbox"/> Desalination	<input type="checkbox"/> Surface storage - CALFED
	<input type="checkbox"/> Precipitation enhancement	<input type="checkbox"/> Surface storage - Regional/Local



<b>Improve water quality</b>	<input type="checkbox"/> Groundwater/ Aquifer Remediation	<input type="checkbox"/> Pollution prevention
	<input type="checkbox"/> Surface storage - Regional/ Local	<input type="checkbox"/> Salt and Salinity Management
	<input type="checkbox"/> Drinking water treatment and distribution	<input type="checkbox"/> Urban runoff management
<b>Practice Resources Stewardship</b>	<input type="checkbox"/> Agricultural lands stewardship	<input type="checkbox"/> Land use planning and management
	<input type="checkbox"/> Economic incentives	<input type="checkbox"/> Recharge areas protection
	<input type="checkbox"/> Ecosystem restoration	<input type="checkbox"/> Water-dependent recreation
	<input type="checkbox"/> Forest management	<input type="checkbox"/> Watershed management
<b>Improve Flood Management</b>	<input type="checkbox"/> Flood risk management	
<b>Other Strategies</b>	<input type="checkbox"/> Forest management	<input type="checkbox"/> Irrigated land retirement
	<input type="checkbox"/> Dewvaporation or atmospheric pressure desalination	<input type="checkbox"/> Rainfed agriculture
	<input type="checkbox"/> Fog collection	<input type="checkbox"/> Waterbag transport/storage technology

d. Check which Proposition 84 project elements the project meets:

- Water supply reliability, water conservation, and water use efficiency
- Stormwater capture, storage, clean-up, treatment, and management
- Removal of invasive, non-native species, the creation and enhancement of wetlands, and the acquisition, protection, and restoration of open space and watershed lands
- Non-point source pollution reduction, management, and monitoring
- Groundwater recharge and management projects



- Contaminant and salt removal through reclamation, desalting, and other treatment technologies and conveyance of reclaimed water for distribution to users
  - Water banking, exchange, reclamation, and improvement of water quality
  - Planning and implementation of multipurpose flood management and programs
  - Watershed protection and management
  - Drinking water treatment and distribution
  - Ecosystem and fisheries restoration and protection
- e. Check which sustainability features are part of the project:
- Measures to reduce greenhouse gas (GHG) emissions
  - Measures to increase energy efficiency
  - Measures to adapt to potential effects of climate change

**Project Benefits**

- a. **Project Benefits:** Provide **quantification** of the benefits which the project will provide. *Please include units for all quantities.*

**Goal: Increase diversification of water supply portfolio**

- Average annual yield of water supply reliability, conservation and water use efficiency
- Average annual yield of groundwater pumping
- Average annual yield of stormwater capture
- Average annual yield of recycled water
- Average annual yield of desalination
- Other (please describe):

**Goal: Maximize groundwater potential**

- Capacity of groundwater treatment



Capacity of recharge facility

Other (please describe):

**Goal: Protect and improve local surface water quality**

Capacity of stormwater treatment project

Other (please describe):

**Goal: Promote integrated flood management**

Area that will benefit from improved flood management

Estimated annual value of flood damage reduction

Other (please describe):

**Goal: Protect, restore and enhance aquatic/riparian habitat**

Area of protected aquatic/riparian habitat

Area of enhanced aquatic/riparian habitat

Area of created aquatic/riparian habitat

Other (please describe):

**Goal: Promote economic, social, land use and environmental sustainability**

DAC population positively impacted

Area of recreation and/or open space improved

Estimated decrease in greenhouse gas emissions

Other (please describe):

**b. Location of Project Benefits**

Latitude

Longitude

Provide description of location of project benefits:



**Integration Defined:** *Integrated project solutions ensure a greater level of benefits for the region and make project more viable within an IRWM grant program. Integration includes:*

- **Partnerships** – *Establishing partnerships creates efficiencies through sharing data, funds, resources and infrastructure.*
- **Benefits** – *Multiplying benefits provide opportunities for reaching multiple regional goals.*
- **Geography** – *Implementing watershed-wide or regional-scale projects can benefit from economies of scale and address multiple watershed functions to resolve conflicts between uses.*



- a. Project provides benefits to DAC
- b. Project provides benefits to NATC
- c. Describe the benefits to the DAC and/or NATC
- d. Describe any Environmental Justice Concerns the project addresses:  
*Environmental Justice definition: "the fair treatment and meaningful involvement of all people regardless of race, color, sex, national origin, or income with respect to the development, implementation and enforcement of environmental laws, regulations, and policies."*



**8. Project Cost and Funding (Required for inclusion in the TRWY Plan)**

a. Fill in project cost and funding information

<b>Funding</b>	<b>Amount (\$)</b>
<b>Total Project Cost</b>	
<b>Anticipated Funding</b>	
<b>Match Contribution</b>	
<b>Local</b>	
<b>Federal</b>	
<b>In-Kind</b>	
<b>Other</b>	

b. Explain source and commitment of match funding

c. Estimated annual operations and maintenance (O&M) costs

d. Explain sources and certainty of O&M funding

e. Has an economic or cost/benefit analysis been conducted for the project?  
If so, please describe the results.

**9. Other Project Information Not Discussed Elsewhere in this Nomination Form**



# RFQ for IRWM DAC Outreach Program Contractor

## Quick Facts

For quick reference only, please see timeline and packet contents sections for more details.

Contract Values	Each contract is valued at \$25,000, payable based on hours worked and tasks completed. Up to four contracts are available at this rate and scope, one per Greater Los Angeles County IRWM (GLAC-IRWM) sub region that contains disadvantaged communities (see below for detail). Each response should be focused on one contract in one GLAC-IRWM sub-region.
Pass-Through Funding Recommendation	We recommend that a portion of this funding be used to help form partnerships with active members of DACs. Please reference the amount and purpose of pass-through funding in your proposal. The precise amount and purpose will be determined jointly by the Contractor and the Council for Watershed Health.
Questions About the RFQ	Please direct questions to Alex Kenefick, <a href="mailto:alex@watershedhealth.org">alex@watershedhealth.org</a> . (by e-mail only). To provide clear information to all RFQ respondents, anonymous questions and answers will be posted at: <a href="http://tinyurl.com/RFQ-DWR-DAC-2012">http://tinyurl.com/RFQ-DWR-DAC-2012</a> . We will not respond to questions after 6 PM on Thursday, January 12, 2012, at which time the list of questions and responses will be finalized.
RFQ Format and Deadline: 6 PM, 1/17/12	E-mail a digital copy of your packet in .pdf format to <a href="mailto:alex@watershedhealth.org">alex@watershedhealth.org</a> no later than 6 PM on Tuesday, January 17 2012.
Interviews	Depending on the number and quality of responses, companies may be requested to attend an interview in or around downtown Los Angeles in late January 2012.
Required Materials	A full list of required packet contents is on page 6 of this RFQ. The submitted packet should not exceed five pages excluding resumes.
Latest Allowed Start	One week after notification.
Project Duration	Two months

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## Project Background and Description

The Council for Watershed Health (Council), a non-profit corporation, is seeking qualified Outreach Contractors to execute a needs assessment within disadvantaged communities of the Greater Los Angeles County Integrated Regional Water Management region (see Attachment A: Maps)

Respondents selected to be Outreach Contractors will use the Council's Draft Needs Assessment Framework (see Attachment B: Draft Needs Assessment Framework) to identify the water-related needs of a disadvantaged community. As the project progresses, the Outreach Contractor will work with a technical consultant to communicate the community input so it may be converted into an IRWM-fundable project concept. The Outreach Contractor will also work with the Council to summarize the outreach results and suggest improvements to the Draft Needs Assessment Framework.

This work is part of a larger research project aimed at testing and improving outreach methods used in disadvantaged communities. The output of the work performed by the Contractor is therefore secondary to the evaluation of how the work was performed and its efficacy.

1. Identify and address the water-related needs of a disadvantaged community.
2. Use experiences and lessons learned during the pilot outreach project to finalize the Draft Needs Assessment Framework.
3. Report the results of your outreach to facilitate production of an IRWM-fundable project concept.

Integrated Regional Water Management is a statewide effort to promote more efficient water resource management and planning by encouraging region-wide collaboration. The successful outreach contractor will be able to demonstrate an understanding of IRWM and an ability to accurately describe the types of projects IRWM supports to Active Community Members.

"Disadvantaged community" is a term defined by the California Public Resources Code (PRC), Section 75005(g)<sup>1</sup>:

*"Disadvantaged community" means a community with a median household income less than 80% of the statewide average. "Severely disadvantaged community" means a community with a median household income less than 60% of the statewide average.*

The Outreach Contractor is the respondent to this RFQ who is selected to perform the outreach and engagement in this project. The Outreach Contractor may be a non-profit organization or a for-profit consultancy. In either case, the Outreach Contractor has:

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<sup>1</sup> Code available at: <http://codes.findlaw.com/calcode/PRC/75005>

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- Experience working with DACs,
- An understanding of, or the ability to acquire IRWM knowledge from the Council, and
- The ability to communicate the essence of IRWM to Active Community Members.

The Outreach Contractor must be primarily a discussion facilitator, not a discussion leader. While the Contractor should be familiar with working with DACs in general, and familiar with the geography in which they are working, the Outreach Contractor should not be such a part of the community as to influence the product of the outreach.

Active Community Members are individuals, organizations, elected officials, or local business persons who are engaged with the community through activities such as serving on committees, testifying at public meetings, or otherwise working productively to improve the community. However, they need not be formally recognized as leaders—the minimum requirements of an Active Community Member are

1. To be connected to the community, and
2. To be willing and able to discuss IRWM with others.

Active Community Members can represent a DAC from a local perspective because they are engaged with the day-to-day life of the DAC.

The GLAC-IRWM group has established a DAC Committee, made up of members of sub-regional steering committees and the Leadership Committee. The DAC Committee serves as technical advisor to the Council for Watershed Health on this project.

The Outreach Team includes members of the DAC Committee, including the Council, the Outreach Contractor, and the Active Community Members.

### The RFQ Process

The Council and DAC Committee members will distribute the RFQ via websites and e-mail lists. All parties may ask the Council questions about the RFQ until 6:00PM on Thursday January 12, 2012. All questions and responses will be posted at: <http://dowwv.com/RFQ-DWR-DAC-2012>.

The deadline for responses to the RFQ is Tuesday January 17, 2012 at 6:00 PM. Upon receiving submissions, the Council will add the respondents to a mailing list and will communicate with the respondents as each milestone of the selection process is reached.

The project within which Outreach Contractors will be working requires individual outreach efforts of varying methods to be conducted in each of the four sub-regions of the GLAC IRWM region that contain disadvantaged communities:

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- Upper Los Angeles River
- Upper San Gabriel River
- Lower San Gabriel and Lower Los Angeles River
- South Bay
- (The North Santa Monica Bay sub region does not have any DACs)

See "Attachment A: Maps" for more details.

RFQ responses should on the qualifications and experience of a respondent to do outreach in one specific sub-region. If a respondent wishes to submit their qualifications for consideration in more than one sub region, they must submit individual packets for each sub-region in which they wish to be considered.

The Council expects to convene a review committee by late January, 2012, to discuss the RFQ responses. If more information is required from finalist respondents, then the top two or three respondents may be invited to interviews in downtown Los Angeles during late January 2012. If no additional information is required, selected RFQ respondents will be notified by the next business day after the Council makes a decision.

The evaluation of packets will be based on:

- Company history conducting similar types of projects,
- Experience working in the indicated IRWM sub-region,
- Facilitation and Outreach experience with members of disadvantaged communities,
- Staff resumes indicating the above experience,
- References that can attest to the above experience, and
- Proposed hours and billing rates.

If there is a lack of qualified submissions in any sub-region, then the Council may choose to select no Outreach Contractors in that sub-region.

The Council will announce its decision to select an Outreach Contractor in late January, 2012.

The Outreach Contractor and the Council will negotiate a contract based on estimated billing rates and hours provided in the submitted packet during the week following the announcement of Outreach Contractor selection.

Each selected Outreach Contractor will be expected to complete their projects within 60 days of starting.

Questions about this RFQ can be directed to the Council by e-mail (below). An e-mail response to the questions will be sent by the next business day. If respondents have trouble getting their e-mail

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questions answered, please use the alternate contact provided below. If a respondent asks a question over the phone and gets a verbal answer, the official verbal answer will be recorded on the list of anonymous questions and answers at <http://tinyurl.com/AFQ-QWR-DAC-2012>.

Alex Kenefick  
Council for Watershed Health  
alex@watershedhealth.org  
(213) 229-9948

Alternate Contact:  
Mike Antos  
[mike@watershedhealth.org](mailto:mike@watershedhealth.org)  
(213) 229-9945

### **Scope of Services, Project Requirements, and Schedule:**

Each selected Outreach Contractor will be expected to:

- Following the Draft Needs Assessment Framework (see Attachment B: Draft Needs Assessment Framework) develop and carry out an outreach plan to assess the community's water-related needs,
- Coordinate with the Council to provide feedback and improvements to the Draft Needs Assessment Framework, and
- Coordinate with a technical consultant (TBD) to convey the output of the Needs Assessment so they may design a water-related project appropriate for IRWM funding based on the findings of the needs assessment.

Specific actions the Outreach Contractor will be expected to perform are:

1. Using the Council's DAC data, census tract analysis, and methodology memo, analyze the identified DAC census tracts of the assigned sub-region to identify discrete disadvantaged communities. Produce a list of potential communities for the outreach effort. Present this list of communities to the Council and the DAC Committee. Accept direction from the Council to then conduct Needs Assessment in one DAC.
2. Work with the Council to progressively elaborate and modify the outreach effort during implementation. This includes weekly check-ins, providing invitations to all outreach actions, and opening, midpoint, and final progress report meetings during the contract period.
3. Constitute an Outreach Team
  - a. Identify Active Community Members spanning multiple perspectives, distributed throughout the community (see Attachment B: Draft Needs Assessment Framework: Characterizing the Community I).
  - b. Determine the appropriate methods for securing meaningful participation and commitment from Active Community Members:

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Examples of these methods could be renting meeting space, funding a community gathering, paying for childcare, subsidizing transportation expenses, or augmenting a local organization's funds to increase involvement.

- c. Dedicate a portion of the Outreach Contractor budget to help facilitate partnerships with Active Community Members.
4. Generate an outreach plan (see Attachment B: Draft Needs Assessment Framework: Characterizing the Community II)
  - a. Identify community attitudes and biases.
  - b. Assess the community's ability to engage with the outreach effort.
  - c. Uncover unexamined assumptions made by the Outreach Team.
  - d. Determine methods for collecting input.
  - e. Identify outreach approaches and set outreach goals.
5. Follow the outreach plan
  - a. Explain the IRWM process to Active Community Members
  - b. Demonstrate two-way engagement between IRWM and Active Community Members.
  - c. Report on the effectiveness of this knowledge transfer and the methods used to accomplish it.
  - d. Identify two programs or projects that can be funded by IRWM to meet the community's water related needs.
6. Coordinate with the technical consultant (TBD)
  - a. After water-related needs are identified and reported, make key staff available to discuss these needs with the technical consultant.
7. Participate in Evaluation/Final Report
  - a. Circulate draft of final report through the community for a full review.
  - b. Be available to recap project experience with Council.
  - c. Assist the Council with revisions to the Draft Needs Assessment Framework and final report.

Packet Contents

(see next page)

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### Packet Contents

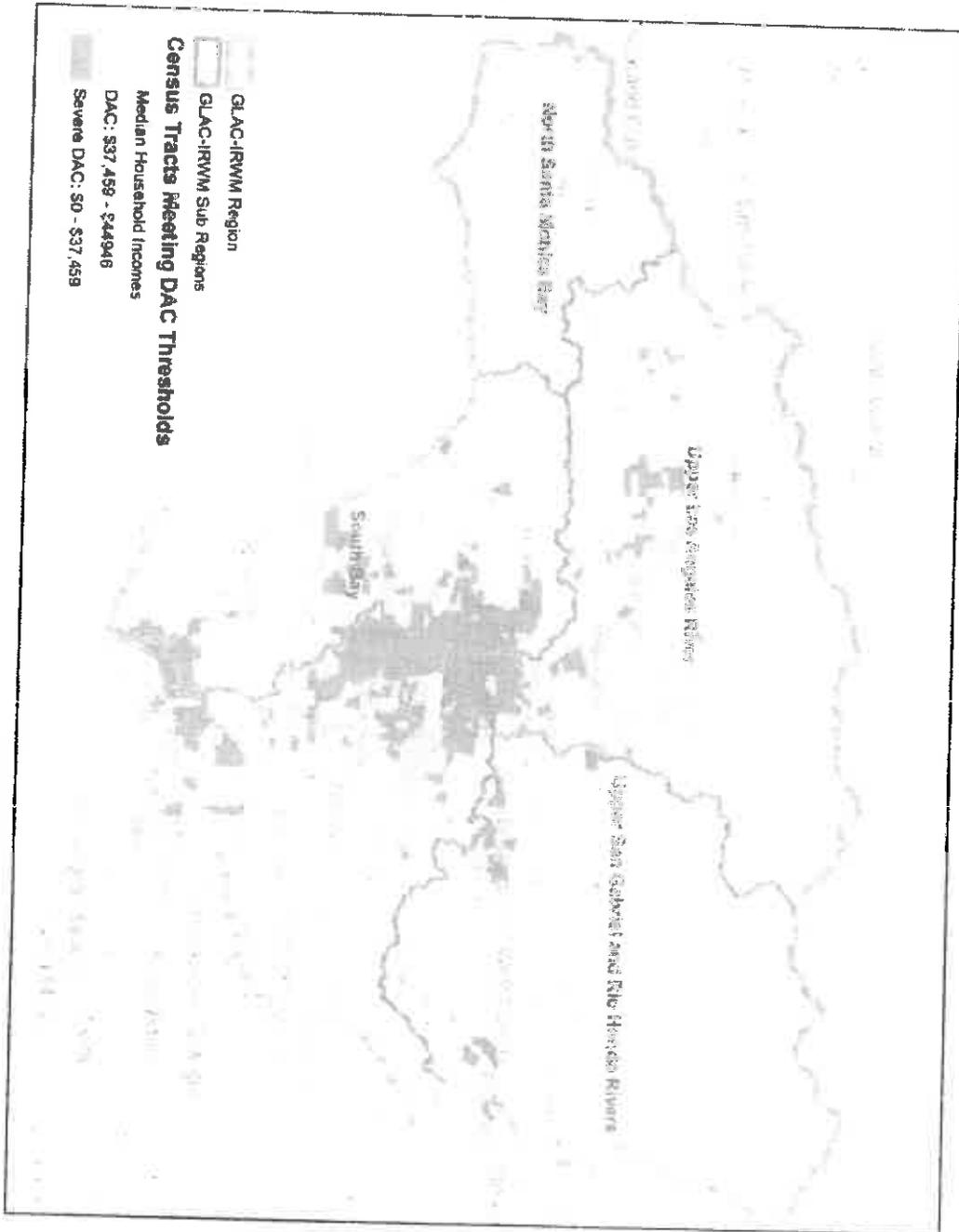
The packet is limited to five pages, not including principal staff resumes. For respondents making multiple submissions for different sub-regions, some of this content may not change between submissions. Packet contents in *bold italics* will likely differ from one submission to another because they require specific information to illustrate why the respondent is appropriate to work in the sub region.

- Company history, distinguished programs, and staff skills.
- Example(s) of successful outreach/engagement projects managed by Company or lead staff (one paragraph per example).
- ***Statement of geographical/IRWM area of experience and expertise and a justification of the company's ability to work in the targeted sub-region (see Attachment A: Maps).***
- ***Up to three reference contacts for projects conducted in the targeted sub-region (see Attachment A: Maps).***
- Projected billing rates and projected hours for staff involved with contract.
- Resumes for company Principle and lead staff.



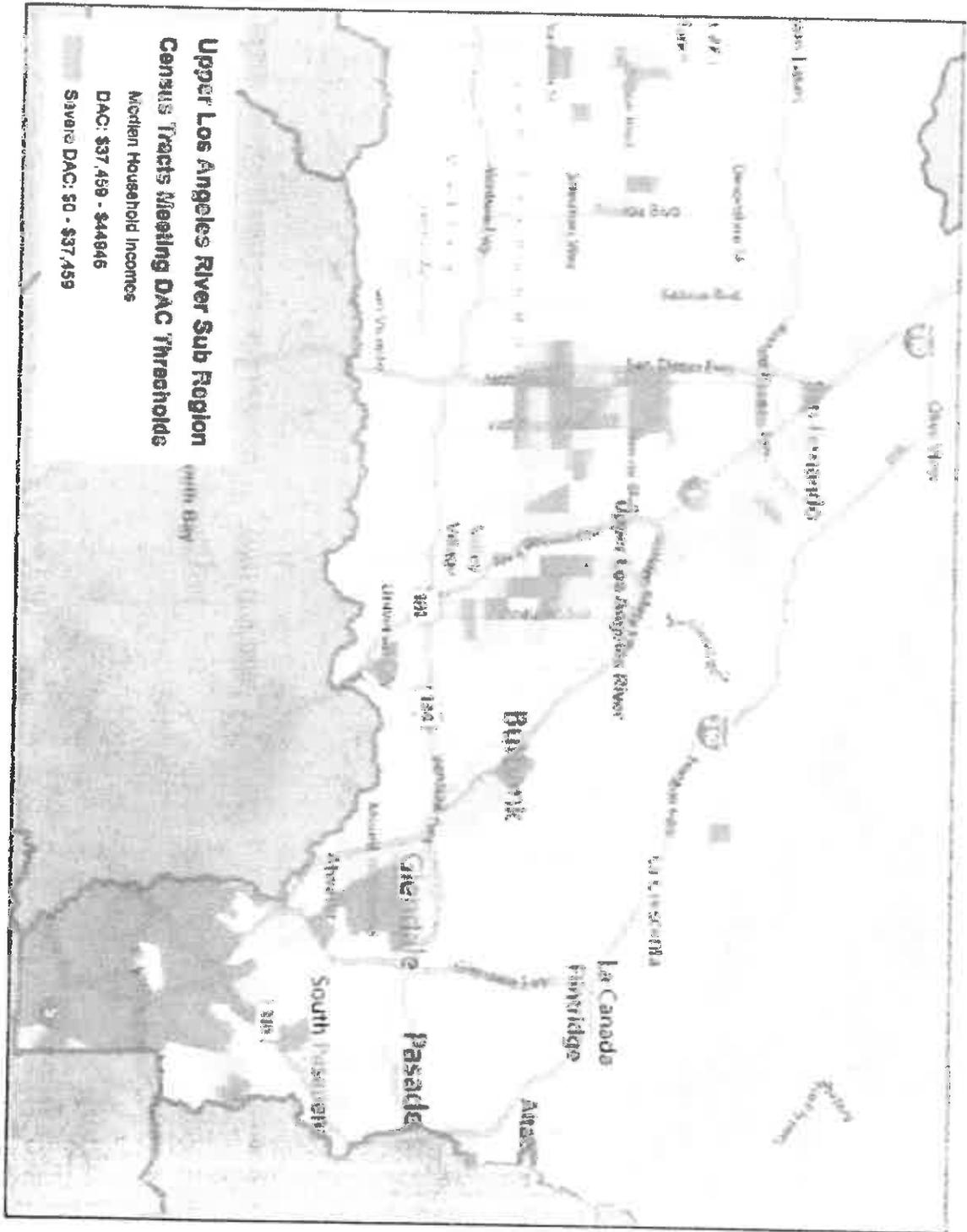
# Attachment A: Maps

## Maps of Disadvantaged Communities in the Greater Los Angeles Integrated Water Management Region

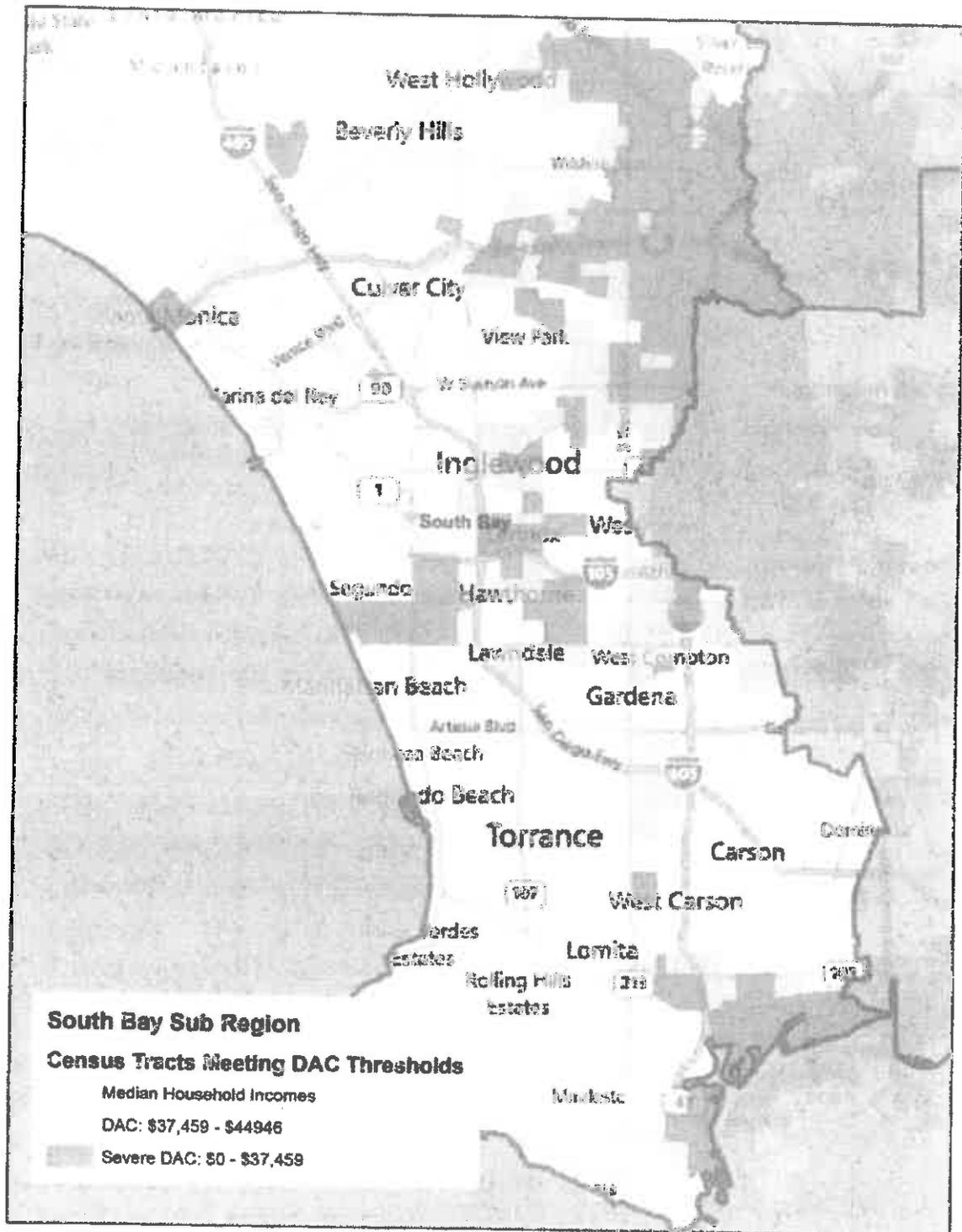




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# Attachment B: Draft Needs Assessment Framework

## Introduction

This framework was developed for use in assessing the water-related needs of Disadvantaged Communities (DAC) in the Greater Los Angeles County IRWM (GLAC-IRWM) region. It has been updated following a pilot project, funded by the GLAC-IRWM, performed in Maywood, CA in 2011.

Additional applications of the framework are slated for 2012, under a project funded by California Department of Water Resources. A final framework will be released following this project.

**"Increasing Participation of Disadvantaged Communities in the IRWM Process" (taken from the GLAC IRWM Proposition 84 Planning Grant).**

***The goals of the Disadvantaged Community Outreach Evaluation Program are:***

1. Identify and assess the water-related needs of disadvantaged communities in the Region.
2. Reach and involve DACs in the IRWMP process thereby empowering them to identify and develop projects and programs that benefit their communities.

This framework is designed to support an outreach effort to open the IRWM process to disadvantaged communities through identifying and responding to the specific water-related needs of a DAC within the goals and systems of integrated regional water management.

## Definitions:

### Disadvantaged Community

The Department of Water Resources defines a disadvantaged community<sup>1</sup> as *a community with an annual Median Household Income (MHI<sup>2</sup>) of less than 80% of the State's MHI.* This is, therefore, the foundation in identifying a DAC. A second category of *Severely Disadvantaged Community* is measured as having an MHI of less than 60% of the statewide MHI.

### Outreach

In the context of this Framework, the term "outreach" means a mutual engagement. Outreach is herein defined as *a process of exchange between a Project Initiator and community members, resulting in a meaningful understanding of issues facing the Project Initiator by community members, and the same understanding of community members' priorities and interests by the Project Initiator.*

<sup>1</sup> California Public Resources Code § 75005(g)

<sup>2</sup> Median Household Income is a statistic reported by the US Census Bureau

## Roles:

### Project Initiator:

The Project Initiator is the party that is developing a project; in this case specifically a project that would be funded through the state's Integrated Regional Water Management program.

The Project Initiator can be a city, government agency, special district, non-profit organization, or community-based organization. The Project Initiator can also be a local IRWM region, such as the GLAC-IRWM program.

Project Initiators have the important responsibility of communicating to their IRWM group any water-related needs they identify in their outreach but cannot address.

### Outreach Contractor:

The Outreach Contractor is hired by the Project Initiator to perform outreach in support of the Project Initiator project/goals. The Outreach Contractor is a non-profit organization or a for-profit consultancy. In either case, the Outreach Contractor has experience working with DAC and has an understanding of IRWM or the ability to acquire IRWM knowledge from the Project Initiator.

The Outreach Contractor must be primarily a discussion facilitator, not a discussion leader. While they should be familiar with working with DAC in general, and familiar with the geography to which they are assigned in specific, the Outreach Contractor should not be so familiar as to have a stake in the output of their outreach.

### Active Community Members:

Active Community Members are individuals or organizations that may be recognized by members of the community, elected officials, or local businesses as leaders because they serve on committees, testify at public meetings, or otherwise work productively to improve the community. However, they need not be established leaders—the minimum requirements of an Active Community Member are:

1. To be connected to the community, and
2. To be willing and able to discuss IRWM with others.

Active Community Members are engaged with the day-to-day life of the community and represent and communicate the needs of that community.

### Technical Consultant:

The proper scoping and design of an IRWM project often requires the skills of a technical consultant. In the context of this framework the Project Initiator will employ a Technical Consultant when needed to work to create an actionable IRWM project that will address the community's identified water-related needs.

The Technical Consultant role may be filled by an internal division of the Project Initiator or may be a outside contractor. The specific skills required of the Technical Consultant will be determined as the Outreach Contractor identifies the community's water-related needs. To ensure that the Technical

Consultant fully understands the water-related needs of the community, the Outreach Contractor should be tasked with:

- Meeting with the Technical Consultant to hand-off project concepts, summarize the needs assessment, and answer any questions, and
- Checking-in periodically during the Technical Consultant's project concept development process.

It is strongly encouraged that the roles of Outreach Contractor and Technical Consultant remain separate. In only rare circumstances are the appropriate knowledge sets and community engagement skills seated in one organization.

#### Outreach Team:

The Outreach Team includes representatives of the Project Initiator, the Outreach Contractor, and the Active Community Member(s).

#### DAC Committee of GLAC-IRWM

The DAC Committee was formally added to the GLAC-IRWM structure in 2011 but has been in existence as an *ad hoc* committee since early 2008. Its membership includes members of the Leadership Committee and sub-regional steering committees and as such it constitutes a valuable resource that should be consulted closely during the entire length of the process of outreach.

The members of the DAC Committee can help to ensure that the output of the Needs Assessments is integrated into future planning and project prioritization.

#### Benefits of using this Framework:

- Most of the outreach associated with future IRWM projects (not just the fraction designated as DAC projects) will be conducted based on this DAC needs assessment framework,
- Conducting needs assessments such as the one laid out in this framework will become easier as the GLAC-IRWM entities become more familiar executing them, and
- The stakeholders involved in the GLAC-IRWM process will realize the benefits of conducting a needs assessment as part of the project development process beyond DAC projects and beyond the IRWM process.
- Stakeholders involved in IRWM will abandon less effective outreach approaches and will begin conducting project development activities by building needs assessment and meaningful community engagement into project budgets and into the suite of services performed by the GLAC-IRWM Leadership Committee.

#### How to use this Framework

This framework provides a template for performing outreach to communicate the IRWM process and potential involvement opportunities to disadvantaged communities; it has been piloted in an outreach effort in Maywood, CA and revised based on that experience. The document will be further evaluated

and revised at the conclusion of the DWR-funded outreach to four DAC communities in the greater Los Angeles area in 2012.

The statewide IRWM effort encourages integrated regional management of water resources and provides funding for projects that support integrated water management planning and implementation. Explaining local action in relation to these statewide goals is challenging.

The model below creates a communication network for all actors, from Project Initiators and their Outreach Contractors, through Active Community Members, and on into individual residents of DACs. This framework was modified from the National Oceanic and Atmospheric Administration Coastal Services Center Needs Assessment Training Resource.<sup>3</sup>

Outreach in pursuit of a Needs Assessment should follow these steps:

1. Select a qualified Outreach Contractor
2. Constitute an Outreach Team
3. Generate an outreach plan
4. Perform appropriate outreach (education, project scoping, etc.)
5. Create the Needs Assessment draft report
6. Seek feedback to improve and finalize report
7. Present findings to IRWM group to inform the IRWM process

## The Framework

### 1. Select a qualified Outreach Contractor

Outreach is most effectively conducted by those who have a strong footprint in the community, perhaps through prior contacts or relationships. For IRWM outreach, those conducting the outreach should also have a working knowledge or prior involvement with the IRWM process. Finding the right Outreach Contractor will help the outreach team efficiently perceive the dynamics of the community before starting work. If the contractor is too close to the community they may actually be an Active Community Member; if they are too far from the community they may be unable to initiate an effective conversation within the timeframe of the outreach. The selection process design must also help discern how much IRWM education and community familiarization the Outreach Contractor will need, and it must use project timeframes as an evaluation point for selecting the Outreach Contractor.

### 2. Constitute an Outreach Team

With an Outreach Contractor on-board, the project should engage the Active Community Members who will complete the Outreach Team. A rigorous effort must be undertaken to identify those members of the DAC in-question to engage with the process. It is critical to have complete representation from the community. Whether the Active Community Members are individuals, organizations, committee

<sup>3</sup> <http://www.csc.noaa.gov/training/needs-assessment.html>

members, governmental bodies, or agency representatives, multiple perspectives should be reflected in a planning team so participation should be sought from a variety of actors within the DAC.

#### *Characterizing the Community I:*

Before finalizing their list of Active Community Members and formulating an outreach plan, the Outreach Contractor should first characterize the community. Even if the Outreach Contractor feels they have a good understanding of the community, the process of developing a written characterization may not only uncover previously unknown information, but will serve as a common text for all participants in the process. The Outreach Contractor should not rely only on an individual Active Community Member to give them a complete characterization of the community, but should collect information about the community from as many Active Community Members as possible and a variety of other sources, such as:

- Relevant studies, reports, articles, or plans already written for the DAC or the region
- Reports of focus groups or interviews about attitudes, even if the reports are not focused on IRWM issues
- Demographic statistics such as health, level of education, and employment
- Articles from the popular media, including writings in social media

Characterization should explore the following three categories of organizations and persons that can contain Active Community Members:

1. Counterparts to the Project Initiator (other IRWM Agencies):
  - Water-related agencies, such as water and public works departments
  - Other agencies, such as parks and health agencies
  - Non-profits with past involvement in and awareness of IRWM
  - Cities
2. Non-IRWM Agencies and Organizations, including:
  - Regional non-profits with involved local programs in the DAC
  - Government agencies with deep involvement in a community and the budget to stay involved
  - The following focuses:
    - Built-environment
    - Policy
    - Water
    - Open space
    - Health (toxics)
    - Health (eating and exercise)
    - Education
    - Employment
    - Other social issues
3. Community-based organizations:
  - Churches

- Homeowners Associations
- Chambers of Commerce
- City Community Liaisons
- Resident Groups:
  - Neighborhood Watch
  - \* Homeowner's Associations or similar groups
- Youth Organizations
  - \* Sports Leagues
  - Scouts, 4H, and similar clubs

The number of Active Community Members that should be included in the Outreach Team will vary depending on the characteristics of the community, but there should be enough Active Community Members involved to accurately represent all aspects of the community. Homogeneity of Active Community Member viewpoints may mean that the selected community is too small, or that the Outreach Contractor is missing important community discussions in their characterization.

Active Community Members should be evenly distributed across a community with respect to:

- Geography,
- Ethnic and/or social groups,
- Income range, and
- Political spectrum.

#### *Increasing the participation of the Active Community Members*

A suite of tools can be used to secure participation from Active Community Members. Most of these tools, however, involve some form of investment in the interests of the Community represented by the Active Community Member. This investment can take the shape of paying for staff time or supplies, or by partnering in an initiative of the Active Community Member. Being alert to this need for investment within the outreach budget can help prepare to request disbursements for these expenses. It may be difficult to release funds for these expenses if they are not included in the initial project budget.

#### *Explaining Integrated Regional Water Management*

A major challenge is the need to open up the IRWM process to the Active Community Members so they can fully engage with the Outreach Contractor and Project Initiator. During this first step, the Outreach Contractor must take enough time to bring the Active Community Members into the IRWM process. The process should foster a discourse-based learning process, which includes time for:

- The Active Community Members to make incorrect assumptions about IRWM,
- Follow-up discussion and correction of misunderstandings,
- Using tools such as pre and post-tests or surveys to measure comprehension,
- Getting the Active Community Members to successfully explain IRWM to others, and
- Listening to the Active Community Members describe IRWM during public contacts throughout the project.

The Project Initiator should manage their outreach contractor closely enough so they can judge Active Community Member comprehension directly.

### 3. Generate an outreach plan

Once the Outreach Team is assembled, the second phase of characterizing the community should be conducted. This second phase should be done in partnership with the Active Community Members.

#### *Characterizing the Community II:*

##### Information about attitudes and biases

- Have there been community interactions with IRWM or participating agencies in the past?
  - If yes, what types of interactions?
  - If yes, is the community satisfied with the outcome of those interactions?
  - If yes, is the community unable to proceed beyond the problems of IRWM?
  - If no, what are starting points for initiating a discussion about IRWM?
- Is the community divided on ethnic or cultural lines?
- Is the community divided on opinions of public policy or governance related to IRWM?
- What types of political battles have been fought in the community in the last few years?
  - Do these battles appear to be over or still smoldering?
  - See Information/Literature Search section (below)

##### Ability to engage

- Can community members and organizations afford to participate?
  - Who is making this assessment?
- Do community members need an education program to provide a basis for participation in discussions about IRWM?
- Are particular times of day or week better than others for meeting attendance?
  - Are there particular times of the year when outreach will be less effective?
- How easy is it for people to travel to meeting places in the community?
- Does the meeting place feel like common ground for all people in the community, or are there community perceptions of power imbalance associated with the location?
- Where is the community's center?
  - Is the community center non-geographic, such as an event or a publication?
  - What kind of business do people do at the community center (examples: shopping, administrative work, socializing) and how do these activities change the way people will want to engage?
  - Is there more than one center?
    - If yes, are the centers mutually exclusive, or do community members use both?

##### Unexamined Assumptions Made by the Outreach Team

- Is the Outreach Team making any assumptions while characterizing the community?
- Are sources for characterization information susceptible to distortion?
- Which way is the Outreach Team approaching the DAC:

- As a group of people who are disconnected and must be educated (wrong), or
- As a new opportunity for the GLAC IRWM process to more fully engage with its entire region.

### *Data Collection*

Components of the Needs Assessment will rely on an analysis of qualitative and quantitative data, which will serve to frame the needs of the community within the context of IRWM.

- Data collection methods must be determined:
  - Qualitative data are frequently superior at representing the nuances of human preference; however require a more rigorous effort to justify within scientific analysis. Methods for collecting qualitative data include:
    - Interviews
    - Focus Groups
    - Outreach Meetings
  - Quantitative data can be more scientifically defensible. Outreach Contractors can collect this data, use a primary source, or find secondary data sources:
    - Water quality
    - Per capita water use
    - Open space per capita
    - Attitudes and opinions as measured by survey responses.
  - Mixed methods
    - It is likely that a DAC outreach effort will require mixed methods of data collection and analysis. In all cases, data quality and the method of collection will need to be explicitly discussed during the outreach, and in reporting. The project should incorporate some sort of quality assurance/quality control method for proper data management.

Data should be recorded, managed, and analyzed using standard, accepted methods. This is especially important because in determining community attitudes and needs which have a qualitative nature. Rigorous data collection methods can help ensure the absence of bias in collecting the more slippery types of data, and the Project Initiator should closely manage the Outreach Contractor to ensure data is being collected without bias.

### *Approach and Goal Setting*

To begin planning, the Outreach Team should identify approaches that seem likely to succeed based on the characterization of their target DAC such as:

- Outreach Method (meetings, focus-groups, interviews, surveys, etc.)
- Cultural, ethnic or language needs of the outreach.
- Specific aspects of IRWM most appropriate to the expected needs of the DAC.

Goal-setting will guide the outreach plan to best fit the characteristics of the DAC. Below are suggested questions that can help direct development of the goals:

- Do people in the DAC know about IRWM?
  - If yes, are there any misconceptions or prior negative experience that must be overcome? Are there any gaps in knowledge about IRWM?
- What are people's strongest concerns about their community?
- Are there any connections between the strongest concerns and IRWM?
- What is the point of doing outreach to the community about IRWM
  - If there are any pre-determined outcomes for the needs assessment that are dictated by the Project Initiator, then it's best to be honest about them in the goal setting.
  - If the goal of the outreach is to strengthen a grant proposal, then be honest about this too.
- Why should people care about this issue?

#### 4. Perform appropriate outreach

##### *Following the Outreach Plan*

The Outreach Team initiates the Outreach Plan. At all times an explicit use of the plan should be revealed to those participating, making transparent the purpose of the outreach. It is critical that the plan be shared with and clearly explained to all who are participating at all levels of the outreach.

##### *Changing the plan*

The Outreach Team should have regular check-in meetings to discuss the efficacy of the Outreach Plan, and be willing to change it as appropriate given new data or knowledge.

##### *Aiming for a meaningful report*

Each step of the outreach effort should support the final report. The final report should compile all data about the community targeted for outreach and should act as a handbook for conducting outreach in that community. Each time a new outreach effort is initiated in the community, the previous final report should be reviewed and updated.

#### 5. Create the Needs Assessment draft report

The Needs Assessment draft report should include a step-by-step depiction of how the Outreach Team was formed, the design it chose for outreach, the conclusions drawn from the outreach, and a relation of the conclusions to the IRWM project goals, design, siting, capacity and any other applicable features.

The draft report should also provide an evaluation of the DAC's needs that could be addressed through the IRWM process. The report should be readable by and available to the Active Community Members that participated in its creation. The final report should also be made available in draft form for a long enough period of time so Active Community Members can review the product of their input and comment on the report's findings before the report is adopted into the IRWM process. The report must contain the outreach steps taken by the Outreach Team and enough information to openly relay the

rational for findings and decisions made by the Outreach Team. Any data created as a result of the outreach should be conveyed in the final report.

#### *GLAC-IRWM Engagement*

The Final Report will also specifically show how the IRWM process can be engaged by the DAC. Explicit recommendations for project types, locations, actors within the community to contact, and resources needed by the community should be included. In keeping with the mutual nature of engagement, the Final Report should be shared with members of the DAC via the Active Community Members.

#### *Lessons Learned*

The report should include a section written from the perspective of the Outreach Team, sharing lessons learned and suggestions for future work. This section should review lessons learned related to the specific DAC engaged and to flaws in the overall outreach plan's development and approach. The goals of the lessons learned section should be to improve institutional knowledge about communicating the value of the IRWM process and to improve future DAC outreach efforts.

#### *6. Seek feedback to improve and finalize report*

After the Needs Assessment draft report is created, every Active Community Member who helped provide input should review it. Others who provided input or otherwise participated in the outreach effort must be given opportunity to read and comment on the draft report. At this draft stage the DAC Committee will also review and comment. Once feedback is captured, the report should be revised into a final draft.

#### *7. Present findings to GLAC-IRWM*

The final report should be accompanied by a verbal presentation to the DAC Committee, appropriate sub-regional steering committees, and to the Leadership Committee. The entire Outreach Team should be engaged in this presentation.