

FORM APPROVED COUNTY COUNSEL 3/3/16
 BY: GREGORY P. PRIAMOS
 DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 February 10, 2016

SUBJECT: Approval of a Cultural Resource Monitoring Agreement between the County of Riverside and the Soboba Band of Luiseño Indians for the Clinton Keith Road Extension Project in the Murrieta Area. 3rd District; [\$200,000]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cultural Resource Monitoring Agreement (Agreement) between the County of Riverside (County) and the Soboba Band of Luiseño Indians for the Clinton Keith Road Extension Project; and
2. Authorize the Chairman to execute the Agreement on behalf of the County.

Departmental Concurrence

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Director of Transportation and Land Management

RW:MZ

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 100,000	\$ 100,000	\$ 200,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Measure A Regional (35%), CFD- Clinton Keith (65%). No General Funds are used for this project.

Budget Adjustment: No

For Fiscal Year: 2015/16 - 2016/17

C.E.O. RECOMMENDATION:

APPROVE
 BY:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 6/2/15, Item 3-28;
 11/10/15, Item 3-15

District: 3

Agenda Number:

3-38

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of a Cultural Resource Monitoring Agreement between the County of Riverside and the Soboba Band of Luiseño Indians for the Clinton Keith Road Extension Project in the Murrieta Area. 3rd District; [\$200,000]; Local Funds 100%
DATE: February 10, 2016
PAGE: 2 of 2

BACKGROUND:

Summary

The Clinton Keith Road Extension Project was awarded for construction on November 10, 2015 (Agenda Item 3-15), by the Board of Supervisors and construction is expected to begin this winter 2016. The Clinton Keith Extension Project will extend Clinton Keith Road from Whitewood Road to Leon Road and includes the construction of a bridge over Warm Springs Creek.

Environmental documentation for the Clinton Keith Road project has been completed in accordance with the California Environmental Quality Act (CEQA). The documentation includes an Addendum to the Supplemental Environmental Impact Report (SEIR) No. 398 (State Clearinghouse No. 1995062022) and a Mitigation Monitoring & Reporting Program (MMRP) approved by the Board of Supervisors on June 2, 2015, Agenda Item 3-28.

The CEQA Addendum requires the County of Riverside Transportation Department (Transportation Department) to implement a series of mitigation measures to reduce the project's impact on historical resources to less than significant. The mitigation measures are documented in the MMRP, and include measure Cultural Resource-8, which requires archaeological monitoring for construction of the project. A component of archaeological monitoring is the Native American monitoring; the Soboba Band of Luiseño Indians requested that Native American monitors be present during ground disturbing activities. This request is consistent with the Addendum and the MMRP. In addition to this monitoring agreement with the Soboba Band of Luiseño Indians, the County will be bringing a separate agreement to the Board of Supervisors for Native American Monitoring by the Pechanga Band of Luiseño Indians.

The Agreement is an implementing action in furtherance of the MMRP. The Native American monitoring will take place in accordance with the attached Agreement and will be documented in the MMRP as required by CEQA Section 15097.

County Counsel has approved the Agreement as to legal form and the Soboba Band of Luiseño Indians has executed the Agreement.

Impact on Residents and Businesses

Fulfillment of the mitigation measures required by the Addendum to the SEIR completes an environmental commitment to adequately address historic cultural resources impacted by the project.

SUPPLEMENTAL:

Additional Fiscal Information

The Agreement provides for reimbursement to the monitors provided by the Soboba Tribe on an hourly basis. Monitoring will occur during ground disturbing activities, under the direction of the Transportation Department's Resident Engineer overseeing construction of the project and assisted by the Transportation Department's consultant archaeologist.

ATTACHMENTS:

Vicinity Map
Agreement



Aerial Date: ESRI 2010
 S:\CD\GALIT\PROJECTS\CLINTONKEITH\SEG2\CLINTONKEITH_SEG2_PHASE2\AOD_RANMORN_3/23/2015

Figure 2-2
Segment 2, Phase 2 Map
 Clinton Keith Road Extension Project

Legend

- Access Closed
- Signalized Intersection
- Signalized Intersection
- Signalized Intersection changed from 2-way Stop
- Proposed Alignment Centerline
- Wildlife Overcrossing
- Bridge
- ▨ Detention Basin
- ▨ Graded Roadway
- *Paving Westbound Lanes and Restriping
- *Sidewalk
- ▭ Project Impact Area
- ▭ Previously Occupied Residential Properties

* Item included in Phase 2

0 650 Feet

CS2/2/15

CULTURAL RESOURCE MONITORING AGREEMENT BETWEEN THE
SOBOBA BAND OF LUISEÑO INDIANS AND THE COUNTY OF RIVERSIDE

RECITALS:

- A. **WHEREAS** the County of Riverside (COUNTY) is the lead agency for the construction of Clinton Keith Road between Whitewood Road and Trois Valley Street, as shown in Attachment I; and
- B. **WHEREAS** the Soboba Band of Luiseño Indians (SOBOBA TRIBE) desires to provide monitoring and consultation during the grading activities on the PROJECT.

NOW, THEREFORE IT IS MUTUALLY AGREED:

1. **Description of Work.** It is agreed that monitoring will be allowed for all grading, groundbreaking, excavation, and ground-disturbing activities pursuant to the California Public Resources Code (all applicable sections). Monitoring is to be performed in native, or undisturbed sediments in conjunction with the PROJECT development, including, but not limited to archaeological testing, studies, surveys, and staging activities. Tribal monitors will not monitor paleontological material. The description of work for monitors for the grading and ground disturbing operations at the PROJECT site is provided in Attachment II to this Agreement and is incorporated herein by this reference.
2. **Treatment of Cultural Resources.** Final disposition of all cultural and archaeological resources collected will be determined by the COUNTY following consultation and agreement with the SOBOBA TRIBE.
3. **Limitation on Scope.** This Agreement is unique to the PROJECT only and does not set a precedent for other PROJECTS.
4. **Counterparts.** This Agreement may be signed in two or more counterparts and shall be effective when all the parties and signatories have affixed their signatures to two or more of the counterparts and the counterparts have been delivered to all parties, at which time the counterparts together will be deemed one original document.
5. **Insurance.** The SOBOBA TRIBE recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the safety of the tribal monitoring crew while the crew remains on the PROJECT site. The SOBOBA TRIBE possesses full coverage insurance for the tribal monitors.
6. **Term.** Upon completion of PROJECT activities subject to monitoring as defined herein, as determined by the COUNTY, this Agreement shall terminate and monitoring activities shall cease.
7. **Fee.** Monitoring shall be provided for a not-to-exceed fee of \$ 200,000.

SOBOBA BAND OF LUISEÑO INDIANS Approvals

Rosemary Morillo Dated: Feb. 2, 2016

ROSEMARY MORILLO
PRINTED NAME

Choir
TITLE

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 3/2/16

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 3/3/16

By Deputy
Contract No. 16-02-003

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

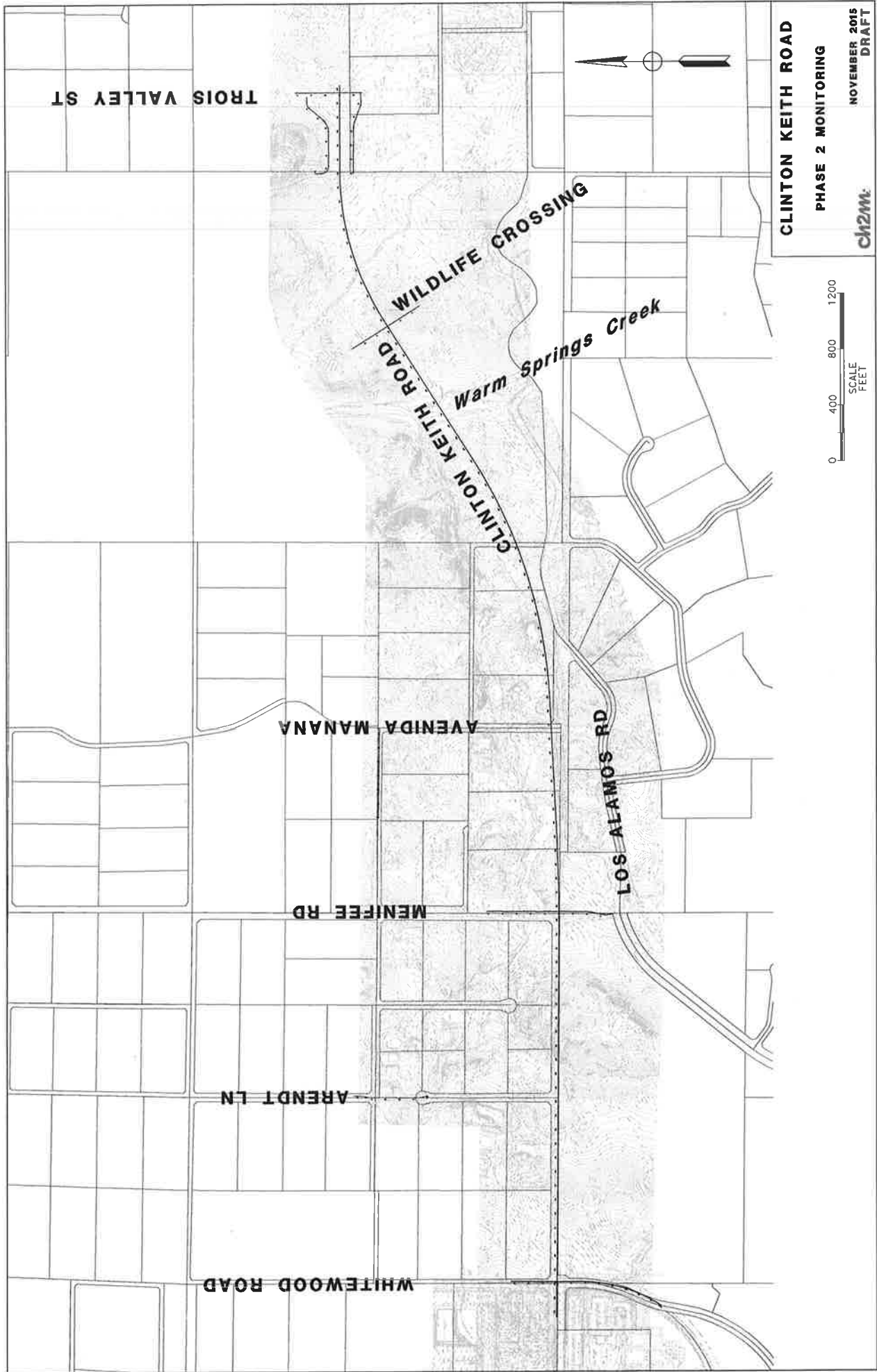
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM
Clerk of the Board



ATTACHMENT I

ATTACHMENT II
NATIVE AMERICAN MONITORING OF GRADING AND GROUND
DISTURBING ACTIVITIES – CLINTON KEITH ROAD: WHITEWOOD TO TROIS
VALLEY STREET

I. Duties and Responsibilities

Given the nature and sensitivity of the archaeological sites and cultural resources that are in or may be within the PROJECT area, the SOBOBA TRIBE shall provide the tribal monitoring, consultation and facilitation for this PROJECT during the archeological investigations, and all ground disturbing activities for the PROJECT. The Tribal Monitor shall closely inspect ongoing excavation activities performed by the archaeological field crew. The Tribal Monitor shall be able to identify cultural resources such as archaeological sites (village sites, food processing areas, lithic reduction areas, ceramic scatters, etc.), mineral and plant gathering areas, burial sites including cremation burials, rock art sites, and traditional cultural places. The Tribal Monitor's specific responsibilities will also include ensuring that human remains and cultural items are treated with dignity and in a culturally appropriate manner.

Tribal monitors will work in concert with the archaeologists hired by the COUNTY. The Tribal monitors or PROJECT archaeologists will be empowered to halt all earthmoving activities in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts of significance shall be collected and mapped during this operation following standard archaeological practices.

After discovery of cultural items or features, discussions between the Tribal monitors and PROJECT archaeologist will take place to determine the significance of the situation and best course of action for avoidance, protection of resources or data recovery as applicable.

II. Project to be Monitored

Monitoring shall encompass the PROJECT as defined in the Agreement. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and groundbreaking activities occurring in conjunction with the development of the PROJECT. Monitoring of the PROJECT is expected to include Tribal Monitors from Tribes other than the SOBOBA TRIBE.

III. Project Crew Size

The parties to this Agreement project the need for a tribal monitoring crew initially consisting of up to two (2) persons. If the scope of the work changes (e.g. inadvertent discoveries of cultural resources or simultaneous grading to require additional monitors), the COUNTY agrees to directly compensate the work of additional tribal monitors. In the event of such a scope of work change, the SOBOBA TRIBE and the COUNTY will cooperate to identify the appropriate number of tribal monitors. If one additional TRIBE monitors the PROJECT, the monitoring hours will be divided as evenly as is reasonably possible between the SOBOBA TRIBE and the additional TRIBE. The compensation rate shall be made directly from COUNTY to the SOBOBA TRIBE.

IV. Compensation

The SOBOBA TRIBE shall provide the tribal monitoring crew for this PROJECT and be responsible for coordinating the tribal monitors' activities on this PROJECT

COUNTY shall directly compensate the SOBOBA TRIBE in accordance with the following compensation rates and procedures. Invoices will be submitted monthly and be paid within 45 days to insure monitor compensation. Reimbursement for all reasonable and documented mileage expenses will be made at the current Federal Travel Regulation mileage rate.

A minimum half-day charge ("show up" time) shall be charged to the COUNTY for unannounced work stoppages of the tribal monitors that are not due to actions by the SOBOBA TRIBE.

Tribal Liaison Consultation \$ 85.00 hourly rate

Native American Monitoring \$ 75.00 hourly rate

Overtime \$ 112.50 hourly rate

Double Time \$ 150.00 hourly rate

Per Diem \$35.00 per day

Administrative Fee 15% of Invoice.