

FORM APPROVED COUNTY COUNSEL 10/23/14
 BY: GREGORY P. PRIAMOS
 DATE

Departmental Concurrence

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

148 A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 October 23, 2014

SUBJECT: Agreement with the Santa Ana Watershed Association for Payment of In-Lieu Fees for the Newport Road/Interstate 215 Interchange Project Mitigation/Permit Requirements; no Further California Environmental Quality Act Required. 5th/5th District. [\$212,235]; Menifee RBBB Funds

RECOMMENDED MOTION: That the Board of Supervisors:

1. **APPROVE** the Agreement for Sale of Credits from the Santa Ana Watershed Association (SAWA) In-Lieu of Fee Program between SAWA and the County of Riverside; and
2. **AUTHORIZE** the Chairman of the Board to execute said Agreement.

Patricia Romo
 Assistant Director of Transportation
 for Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 212,235	\$ 0	\$ 212,235	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Menifee RBBB Funds. No General Funds are being used. Budget Adjustment: N/A
 For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:
 APPROVE
 BY:
 Tina Grande
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Ashley
 Nays: None
 Absent: Benoit
 Date: November 4, 2014
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

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

Prev. Agn. Ref.: District: 5/5 Agenda Number:

3-36

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with Santa Ana Watershed Association for Payment of In-Lieu Fees for the Newport Road/Interstate 215 Interchange Project Mitigation/Permit Requirements; no Further California Environmental Quality Act Required. 5th/5th District. [\$212,235]; Menifee RBBB Funds

DATE: October 23, 2014

PAGE: 2 of 3

BACKGROUND:

Summary

The Newport Road/Interstate 215 (I-215) Interchange Project includes the reconstruction of the existing diamond interchange at I-215 and Newport Road. Newport Road will be widened through the interchange from four through lanes to six through lanes between Antelope Road and Haun Road.

Loop entrance ramps will be added with associated right turn lanes on Newport Road. Acceleration lanes would be added to the northbound and southbound entrance ramps, and a deceleration lane would be constructed at the approach to the northbound exit ramp.

The Project requires widening of the Newport Road overcrossing and the northbound I-215 bridge over Salt Creek. Because the Project includes the widening of the Newport Road overcrossing and the northbound I-215 bridge over Salt Creek, there are permanent and temporary impacts to the bed, channel, and bank within jurisdictional Waters of the U.S. totaling 0.594 acre (1,297 linear feet), and 2.041 acres (4,593 linear feet) respectively for which Regional Water Quality Control Board (RWQCB) 401 certification is required. The Project will also permanently impact 2.041 acres and temporarily impact 0.594 acres of California Department of Fish and Wildlife (CDFW) jurisdictional areas, including 2.413 of un-vegetated or upland-dominant vegetated streambed and 0.222 acre of mulefat scrub habitat. This Agreement and participation in SAWA's in-lieu fee program will partially mitigate these Project impacts.

As a result of the mitigation requirements specified in the RWQCB 401 certification dated September 25, 2013, and the CDFW letter dated January 22, 2014, the County is required to perform mitigation. The Agreement between the County and SAWA outlines the mitigation plan in which SAWA will restore 1.47 acres of riparian habitat on Western Riverside County Regional Conservation Authority land for payment of \$212,235. Upon payment, the County will be issued mitigation credits for the restoration of said property. SAWA will remove non-native vegetation and restore native plants for six years, with annual reporting to CDFW and SARWQCB for a minimum of five years. SAWA's responsibilities under the Agreement include permit compliance, project management, contracting services, providing plants and watering, as well as fulfillment of reporting requirements to RWQCB and CDFW. A letter will be sent to RWQCB and CDFW confirming payment for SAWA's planned mitigation project. The mitigation funds will be deposited into SAWA's Santa Ana Trust Fund.

Construction of the Newport Road interchange is expected to begin in early 2015.

Impact on Residents and Businesses

Payment into the SAWA In-Lieu Fee Program will not only allow construction of the Newport I-215 Interchange Project to proceed, it will facilitate the active restoration of 1.47 acres of riparian habitat at the RCA owned Wolfskill Driscoll site. Additional mitigation requirements for the Newport I-215 Project of 2.787 acres of restoration will also be sought through an Army Corp of Engineers approved in lieu fee program---the Riverside-Corona Resource Conservation District's in Lieu Fee Program.

Since 1997, the SAWA In-Lieu Fee Program has removed nearly 4,500 acres of Arundo and associated invasive species from the Santa Ana River Watershed at a cost of about \$19,000,000. The SAWA In-Lieu Fee Program has created benefits for wildlife, flood, and fire control, significantly reduced post-flood clean-up costs, and put at least 12,000 acre-feet of water back in the river annually within Riverside County.

Contract History and Price Reasonableness

N/A

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with Santa Ana Watershed Association for Payment of In-Lieu Fees for the Newport Road/Interstate 215 Interchange Project Mitigation/Permit Requirements; no Further California Environmental Quality Act Required. 5th/5th District. [\$212,235]; Menifee RBBF Funds

DATE: October 23, 2014

PAGE: 3 of 3

ATTACHMENTS:

- A. Agreement for the Sale of Credits From Santa Ana Watershed Association In Lieu Fee Program

**AGREEMENT FOR SALE OF CREDITS FROM THE SANTA
ANA WATERSHED ASSOCIATION IN-LIEU FEE PROGRAM**

This Agreement is entered into this 5th day of Nov 20 14, by and between Santa Ana Watershed Association ("SAWA"), and the County of Riverside ("Project Proponent") (collectively the "Parties"), as follows:

RECITALS

- A. SAWA has developed the SAWA In-Lieu Fee Program (the "Program"); and
- B. Project Proponent is seeking to purchase Credits from the Program for impacts to the Waters of the U.S. and State that result from activities authorized under section 404 of the Clean Water Act and/or section 401 Clean Water Act water quality certifications and pursuant to the Fish and Game Code section 1602 attached hereto as Exhibit "A". The number of Credits to be acquired by the Project Proponent for the Newport I-215 Interchange Improvement Project (the "Project") is 1.47 acres as described in the California Department of Fish and Wildlife ("CDFW") Notification of Lake or Streambed Alteration No. 1600-2012-0210-R6 and Santa Ana Regional Water Quality Control Board ("Regional Board") Clean Water Act Section 401 Water Quality Standards Certification (SARQQCB Project No. 332012-36); and
- C. CDFW by Notification of Lake or Streambed Alteration No. 16600-2012-0210-R6, is requiring an off-set of project impacts through active restoration of riparian of 1.47 acres of riparian habitat at the Western Riverside County Regional Conservation Authority ("RCA") owned Wolfskill Driscoll site, which is described in Exhibit B; and
- D. The Regional Board Clean Water Act Section 401 Water Quality Standards Certification (SARQQCB Project No. 332012-36) requires 1.47 acres of waters of the State to be enhanced at the RCA owned Wolfskill-Driscoll site through the Program; and

1 E. The Program includes restoration of the RCA owned Wolfskill-Driscoll site; and

2 F. Project Proponent's mitigation obligations pursuant to a United States Army Corps of
3 Engineers 404 Permit for the Project's impacts to waters of the United States are addressed under a
4 separate contract between Project Proponent and the Riverside-Corona Resource Conservation District
5 ("RCRCD"), and those obligations are not covered under this agreement and are not the responsibility of
6 SAWA; and

7 G. Project Proponent desires to purchase from SAWA, and SAWA desires to sell and convey
8 to Project Proponent, Credits from the Program.

9
10 NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

11 1. Subject to the terms and conditions herein, SAWA agrees to sell to Project Proponent and
12 Project Proponent agrees to purchase from SAWA [1.47 acre credits for enhancement] Credits from the
13 Program for the purchase price of \$ 212, 234.90. The purchase price for said Credits shall be paid by
14 means acceptable to SAWA. The Parties shall mutually agree to a "Closing Date" by which the Credit
15 sale transaction will be completed, which shall be no later than 30 calendar days after execution of this
16 agreement. On the Closing Date, SAWA shall transfer to Project Proponent evidence that the Credits
17 have been allocated to the Project by Bill of Sale in the form attached as Exhibit C, and Project Proponent
18 shall pay the purchase price specified above. SAWA agrees to use the \$212, 234.90 payment received
19 from Project Proponent to restore the RCA Wolfskill-Driscoll site. SAWA represents that it has obtained
20 legal access and authorization from RCA to conduct such restoration activities on the Wolfskill-Driscoll
21 site. In exchange for payment of the purchase price for the Credits, SAWA shall conduct restoration
22 activities on the RCA Wolfskill-Driscoll site which shall include removal of invasive plants and
23 restoration of non-wetlands on 1.47 acres of land. SAWA agrees to remove all non-native vegetation and
24 plant native plants for six years with annual reporting to CDFW and the Regional Board for a minimum
25 of five years. The \$212,234.90 payment received shall be deposited into the Santa Ana Trust Fund. This
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27
28

1 purchase price includes the cost of any necessary permits, rights of entry, biological staff, project
2 management, contracting services, plants, water and fulfillment of all related annual reporting
3 requirements to CDFW and the Regional Board as set forth in Notification of Lake or Streambed
4 Alteration No. 1600-2012-0210-R6 and Clean Water Act Section 401 Water Quality Standards
5 Certification (SARQQCB Project No. 332012-36) for the 1.47 acres of land to be restored.

6 2. In the event Project Proponent has not delivered the Purchase Price to SAWA on or
7 before the Closing Date, this Agreement shall automatically terminate without need for any further action
8 by SAWA and SAWA shall have no further obligations to Project Proponent under this Agreement.

9 3. The sale and transfer herein is not intended as a sale or transfer to Project Proponent
10 of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the
11 granting of any interest of the foregoing.

12 4. Project Proponent shall have no obligation whatsoever by reason of the purchase of
13 the Credits, to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be
14 obligated or liable for the success or continued expense or maintenance in perpetuity of the mitigation
15 property associated with Credits sold, or the Program.

16 5. SAWA agrees to and shall indemnify and hold harmless the County of Riverside, its
17 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
18 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
19 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to
20 loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,
21 recklessness, willful misconduct, errors or omissions of SAWA, its directors, officers, partners,
22 employees, agents or representatives or any person or organization for whom SAWA is responsible,
23 arising out of or from the performance of services under this contract.
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Copies To:

450 E Alessandro Blvd, Riverside, CA 92508
Telephone: (951) 780-1012 EXT 23
Facsimile: (951) 780-5893
Gregory P. Powers
General Counsel to SAWA
Jackson, DeMarco, Tidus, Pecknepaugh
2030 Main Street
12th Floor
Irvine, CA 92614
Telephone: (951) 752-8585
Facsimile: (951) 752-0597

Gregory P. Priamos
County Counsel
3960 Orange Street, Fifth Floor
Riverside, CA 92501
Telephone: (951)955-6300
Facsimile: (951)955-6363

12. It is agreed that all understandings and agreements heretofore had between the Parties respecting the transactions contemplated by this Agreement are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, or agreements except as specified and expressly set forth herein, in the exhibits annexed hereto, or to be set forth in the instruments or other documents delivered or to be delivered hereunder.

13. Any corporation signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation, but in his or her individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation, duly adopted by said Board of Directors and transcribed in full in the minutes of said corporation. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this Agreement, and by such person's act is bound hereby.

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1 IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above

2 written,

3 SAWA:

County of Riverside:

4
5 By: [Signature]

6 Its: Executive Director

11/5/14

5 By: [Signature]

6 Its: Chairman, Board of Supervisors

9 FORM APPROVED COUNTY COUNSEL
10 BY: [Signature] 10/23/14
11 KARIN L. WATTS-BAZAN DATE

12 ATTEST:

13 KECIA HARPER-JHEM, Clerk

14 By: [Signature]
15 DEPUTY

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EXHIBIT A

(Attach 401/1602 Permit(s))

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State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
(909) 481-0167
www.wildlife.ca.gov

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



January 22, 2014

Russell Williams
Riverside County Transportation Department
3525 14th Street
Riverside, CA 92502

Subject: Notification of Lake or Streambed Alteration No. 1600-2012-0210-R6
I-215/Newport Road Interchange Improvement Project

Dear Mr. Russell:

The Department had until January 3, 2014 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to January 3, 2014. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

You have proposed to impact Salt Creek and two unnamed tributaries to Salt Creek, all tributary to Canyon Lake and Lake Elsinore, both east and west of Interstate 215, extending approximately 3,645 linear feet north, and 3,470 linear feet south of the intersection with Newport Road, in the City of Menifee, County of Riverside, State of California; Latitude 33.684949N Longitude -117.171616W. Your project includes the reconstruction of the existing diamond interchange at I-215 and Newport Road as a partial cloverleaf interchange configuration. Newport Road would be widened through the interchange from four through lanes to six through lanes between Antelope Road and Haun Road. Loop entrance ramps will be added with associated right turn lanes on Newport Road. Acceleration lanes would be added to the northbound and southbound entrance ramps and a deceleration lane would be constructed at the approach to the northbound exit ramp. The project requires widening of the Newport Road overcrossing and the northbound I-215 bridge over Salt Creek. The project will permanently impact

Mr. Russell Williams

January 22, 2014

Page 2 of 2

2.041 acres and temporarily impact 0.594 acre of Department jurisdictional areas including 2.413 acres (1.866 acres permanent and 0.547 acre temporary) of unvegetated or upland-dominant vegetated streambed and 0.222 acre (0.175 acre permanent and 0.047 acre temporary) of mulefat scrub habitat. You have proposed to incorporate several avoidance and minimization measures including, but not limited to, implementation of standard storm water best management practices as developed in a SWPPP, avoidance of stockpiling within stream channels or adjacent banks, and avoidance of work within the breeding season of riparian-associated species. You have proposed to offset Project impacts, including permanent impacts to 2.041 acres and temporary impacts to 0.594 acre of Department jurisdictional areas, through the active restoration of 1.47 acres of riparian habitat at the Wolfskill Driscoll site and 2.787 acres of restoration through the Riverside-Corona Resource Conservation Districts In-Lieu Fee Program. Your proposed Project term is January 1, 2014 through December 31, 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 Kimberly Freeburn-Marquez at (909) 945-3484 or Kim.Freeburn@wildlife.ca.gov

Sincerely,

Jeff Brandt
Senior Environmental Scientist

cc: Greg Hoisington, URS Corporation



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Santa Ana Regional Water Quality Control Board

September 25, 2013

Russell Williams
Riverside County Transportation
Department
3525 14th Street
Riverside, CA 92502

**CLEAN WATER ACT SECTION 401 WATER QUALITY STANDARDS
CERTIFICATION FOR THE I-215 & NEWPORT ROAD INTERCHANGE
IMPROVEMENT PROJECT, COUNTY OF RIVERSIDE, CALIFORNIA (ACOE
REFERENCE NO. SPL201000446_NWP) (SARWQCB PROJECT NO. 332012-36)**

Dear Mr. Williams,

On December 24, 2012, we received an application for Clean Water Act Section 401 Water Quality Standards Certification ("Certification") and the associated filing fee of \$40,252.00 from the Riverside County Transportation Department. The aforementioned submittal was for a project in the City of Menifee, to modify the existing diamond interchange at I-215 and Newport Road, into a partial cloverleaf interchange configuration. Upon receiving further clarifying information in August 2013, this letter responds to your request for certification that the proposed project, described in your application and summarized below, will comply with State water quality standards outlined in the Water Quality Control Plan for the Santa Ana River Basin (1995) (Basin Plan) and subsequent Basin Plan amendments:

Project Description: The Project includes the widening of the Newport Road overcrossing and the northbound I-215 bridge over Salt Creek. Temporary impacts to the bed, channel and bank within jurisdictional Waters of the U.S. include a total of 0.594 acre (1,297 linear feet). Permanent impacts total 2.041 acres (4,593 linear feet). Fill material consisting of 34,000 cubic yards (CY) of earthen fill, 35 CY of reinforced concrete and 310 CY of rock rip rap (totaling 34,345 CY) will be placed within Waters of the U.S. The work will take place within Sections 2, 3, 34, & 35 of Townships 5 & 6 South, Range 3 West, of the U.S. Geological Survey *Romoland* quadrangle map (33.685017° N/ -117.171410° W).

CAROLE H. BESWICK, CHAIR | KURT V. BERCHTOLD, EXECUTIVE OFFICER

3737 Main St., Suite 500, Riverside, CA 92501 | www.waterboards.ca.gov/santaana

Receiving water:
Salt Creek and unnamed ephemeral drainages

Fill area:

Permanent impact to Wetland Habitat	0.003 acre	15 linear feet
Temporary impact to Wetland Habitat	0.036 acre	92 linear feet
Permanent impact to Streambed Habitat	1.986 acres	4,164 linear feet
Temporary impact to Streambed Habitat	0.536 acre	1,170 linear feet

Dredge/Fill volume:

34,000 CY of native materials; 35 CY reinforced concrete, and 310 CY of rock rip rap

Federal permit: U.S. Army Corps of Engineers Nationwide Permit No. 14

You have proposed to mitigate water quality impacts as described in your Certification application. The proposed mitigation is summarized below:

Onsite Water Quality Standards Mitigation Proposed: None

- Standard water quality related best management practices (BMPs) will be employed during construction activities.
- Temporary impacts to non-wetland Waters of the State will include returning temporarily impacted on-site areas to preconstruction contours and hydrological conditions, where feasible.

Offsite Water Quality Standards Mitigation Proposed:

- Compensatory mitigation is proposed through payment into the Santa Ana Watershed Association In-lieu Fee Program. Compensatory mitigation will include enhancement (i.e., removal of invasive riparian vegetation) for permanent impacts at a 3:1 ratio for wetlands¹, and at a 2:1 ratio for non-wetland Waters of the U.S., on Western Riverside County Regional Conservation Authority lands within the Santa Ana River Watershed.
- Temporary impacts to wetlands will be mitigated by removal of riparian invasive vegetation at a 1:1 ratio offsite at the River Ranchos properties located within the San Jacinto Watershed.

¹ The 0.003 acre wetland that is to be impacted is located at the storm water outfall from an adjacent golf course. Flows from this outfall are seasonal in nature, and are predominantly supported by artificial hydrology, i.e., golf course runoff. Highly disturbed by regular vegetation maintenance activities, this wetland is dominated by non-native, invasive vegetation including *Tamarix* sp., and exhibits negligible ecological function or service. If not for its artificial hydrology, this wetland would not exist.

0.49 acre of permanent impact to non-wetland and other waters	mitigated at 2:1	0.982 acre
0.003 acre of permanent impact to seasonal wetland	mitigated at 3:1	0.009 acre
0.454 acre of temporary impact to non-wetland and other waters	mitigated at 1:1	0.454 acre
0.036 acre of temporary impact to seasonal wetland	mitigated at 2:1	0.072 acre

Should the proposed project impact state- or federally-listed endangered species or their habitat, implementation of measures identified in consultation with U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife will ensure those impacts are mitigated to an acceptable level. Appropriate BMPs will be implemented to reduce construction-related impacts to Waters of the State according to the requirements of Order No. R8-2010-0033 (NPDES Permit No. CAS618033), commonly known as the Riverside County Municipal Storm Water Permit, and subsequent iterations thereof. Order No. R8-2010-0033 requires that you substantially comply with the requirements of State Water Resources Control Board's General Permit for Storm Water Discharges Associated with Construction Activity.

Pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15096, as a responsible agency, the Regional Board is required to consider an Environmental Impact Report (EIR) or Negative Declaration (ND) prepared by the lead agency in determining whether to approve a project. A responsible agency has responsibility for mitigating and avoiding only the direct and indirect environmental effects of those parts of the project which it decides to carry out, finance, or approve. Further, the responsible agency must make findings as required by Sections 15091 and, if necessary, 15093, for each and every significant impact of the project.

As required by Section 15096, the Regional Board has considered the mitigated ND prepared for the proposed project and information provided subsequently in the application, in approving this Certification. The Regional Board has independently considered the county's Mitigated Negative Declaration in making this certification and finds that changes or alterations have been required, or incorporated into the proposed project, which avoid or mitigate impacts to water quality to a less than significant level.

This 401 Certification is contingent upon the execution of the following conditions:

- 1) The applicant must comply with the requirements of the applicable Clean Water Act section 404 permit.
- 2) Proposed mitigation shall be timely implemented. Materials documenting the purchase of necessary mitigation credits shall be provided to this office prior to the discharge of fill to, or the dredging or excavation of material from, waters of the state.
- 3) All materials generated from construction activities associated with this project shall be managed appropriately. This shall include identifying all potential pollution sources within the scope of work of this project, and incorporating all necessary pollution prevention BMPs as they relate to each potential pollution source identified.
- 4) The project proponent shall utilize BMPs during project construction to minimize the controllable discharges of sediment and other wastes to drainage systems or other waters of the state and of the United States.
- 5) Substances resulting from project-related activities that could be harmful to aquatic life, including, but not limited to, petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, portland cement concrete or asphalt concrete, and washings and cuttings thereof, shall not be discharged to soils or waters of the state. All waste concrete shall be removed.
- 6) Motorized equipment shall not be maintained or parked within or near any stream crossing, channel or lake margin in such a manner that petroleum products or other pollutants from the equipment may enter these areas under any flow conditions. Vehicles shall not be driven or equipment operated in waters of the state on-site, except as necessary to complete the proposed project. No equipment shall be operated in areas of flowing water.
- 7) This Water Quality Certification is subject to the acquisition of all local, regional, state, and federal permits and approvals as required by law. Failure to meet any conditions contained herein or any the conditions contained in any other permit or approval issued by the State of California or any subdivision thereof may result in the revocation of this Certification and civil or criminal liability.

- 8) Best management practices to stabilize disturbed soils must include the use of native plant species whenever feasible.
- 9) Construction de-watering discharges, including temporary stream diversions necessary for project construction may be regulated under Regional Board Order No. R8-2009-0003, General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimus) Threat to Water Quality. For more information, please review Order No. R8-2009-0003 at www.waterboards.ca.gov/santaana/
- 10) Applicant shall ensure that all fees associated with this project shall be paid to each respective agency prior to conducting any on-site construction activities.
- 11) Prior to grading, excavation, or discharge of fill or construction materials for the project in waters of the U.S. slated to be impacted by the project, functional assessments of the wetlands and riparian habitats that will be impacted by the project, and of proposed mitigation sites, shall be conducted using the California Rapid Assessment Method, February 2012. Mitigation site assessments shall be conducted in the period between October 1 and December 31, until success criteria are met for consecutive years. This information shall be reported to <http://www.californiawetlands.net/tracker/>

Under California Water Code, Section 1058, and Pursuant to 23 CCR §3860, the following shall be included as conditions of all water quality certification actions:

- (a) Every certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to Section §13330 of the Water Code and Article 6 (commencing with Section 3867) of this Chapter.
- (b) Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a FERC license or an amendment to a FERC license unless the pertinent certification application was filed pursuant to Subsection §3855(b) of this Chapter and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- (c) Certification is conditioned upon total payment of any fee required under this Chapter and owed by the applicant.

If the above stated conditions are changed, any of the criteria or conditions as previously described are not met, or new information becomes available that indicates a water quality problem, the Regional Board may require the applicant to submit a report of waste discharge and obtain Waste Discharge Requirements.

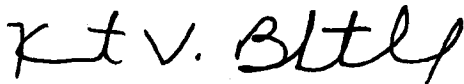
In the event of any violation or threatened violation of the conditions of this certification, the holder of any permit or license subject to this certification shall be subject to any remedies, penalties, process or sanctions as provided for under state law. For purposes of section 401(d) of the Clean Water Act, the applicability of any state law authorizing remedies, penalties, process or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this certification. Violations of the conditions of this certification may subject the applicant to civil liability pursuant to Water Code section 13350 and/or 13385.

This letter constitutes a Water Quality Standards Certification issued pursuant to Clean Water Act Section 401. I hereby issue an order certifying that any discharge from the referenced project will comply with the applicable provisions of Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law. This discharge is also regulated under State Water Resources Control Board Order No. 2003-0017-DWQ (Order No. 2003-0017-DWQ), "General Waste Discharge Requirements for Dredge and Fill Discharges That Have Received Water Quality Certification" which requires compliance with all conditions of this Water Quality Standards Certification. Order No. 2003-0017-DWQ is available at:

www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo_2003-0017.pdf

Should there be any questions, please contact Marc Brown at (951) 321-4584, or Mark Adelson at (951) 782-3234.

Sincerely,



Kurt V. Berchtold
Executive Officer
Santa Ana Regional Water Quality Control Board

cc (via electronic mail):

URS Corporation – Greg Hoisington – greg.hoisington@urs.com
U. S. Army Corps of Engineers, Los Angeles Office -Jason Lambert
CA Department of Fish and Wildlife - Daniel Orr-daniel.orr@wildlife.ca.gov
State Water Resources Control Board, Office of Chief Counsel-David Rice
State Water Resources Control Board DWQ -Water Quality Certification Unit
U.S. EPA -Supervisor of the Wetlands Regulatory Office WTR-8



COUNTY OF RIVERSIDE
TRANSPORTATION AND
LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation and
Land Management

Transportation Department

Patricia Romo, P.E.
Assistant Director of Transportation

August 25, 2014

Mr. Marc Brown
California Regional Water Quality Control Board, Santa Ana Region
3737 Main Street, Suite 500
Riverside, CA 92501-3348

Subject: Request for Mitigation Update for Water Quality Certification 332012-36 for the Interstate 215/ Newport Road Interchange Improvement Project, Riverside County, CA

Dear Mr. Brown,

The Riverside County Transportation Department (RCTD) is requesting an update to the mitigation proposed for Water Quality Certification 332012-36 for the Interstate 215/Newport Road Interchange Improvement Project. The RCTD is requesting the update due to changes to the mitigation proposal for the project. The following mitigation is proposed:

- Compensatory mitigation is proposed through payment into the Riverside Corona Resource Conservation District In-lieu Fee Program. Compensatory mitigation will include enhancement (i.e., removal of invasive riparian vegetation) of a total of 2.787 acres for permanent impacts at a 3:1 ratio for wetlands, and at a 2:1 ratio for non-wetland Waters of the U.S.; and 1:1 ratio for temporary impacts to wetland and non-wetland Waters of the U.S. acres at the Reynolds Property, on Western Riverside County Regional Conservation Authority (RCA) lands tributary to Temescal Wash, Santa Ana River Watershed.
- An additional 1.47 acres of waters of the State will be enhanced at the RCA Wolfskill-Driscoll site through the Santa Ana Watershed Association In-lieu Fee Program.

Please contact me at (951) 955-2016 with any questions regarding the information contained in this letter.

Sincerely,

Russell Williams

Russell Williams
Principal Planner
Riverside County Transportation Department

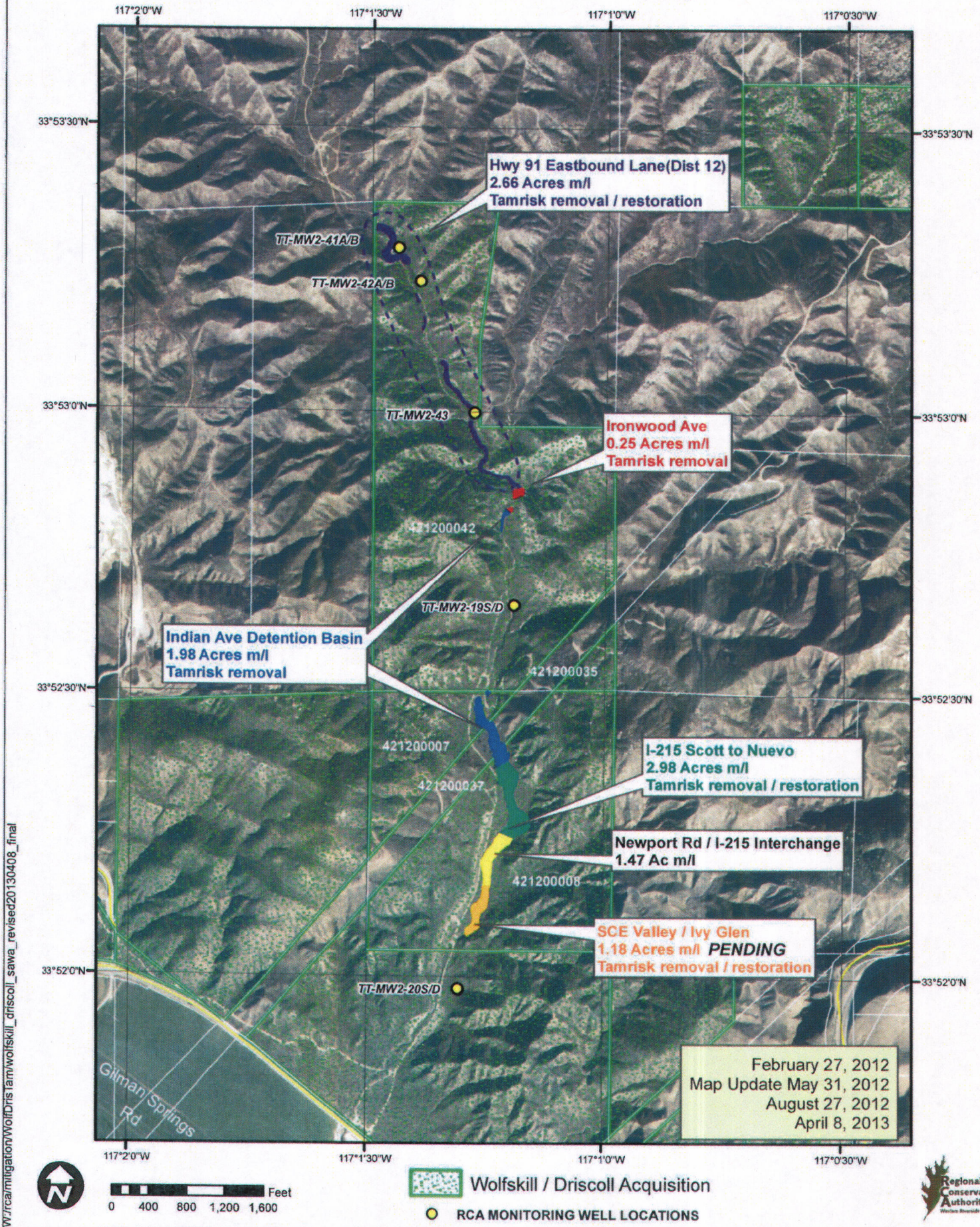
Exhibit B

PROJECT DESCRIPTION

(Attach Wolfskill-Driscoll Site Map Attached to SAWA Right of Entry from RCA)

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Wolfskill / Driscoll SAWA Mitigation



Hwy 91 Eastbound Lane (Dist 12)
2.66 Acres m/l
Tamrisk removal / restoration

TT-MW2-41A/B

TT-MW2-42A/B

TT-MW2-43

Ironwood Ave
0.25 Acres m/l
Tamrisk removal

421200042

TT-MW2-19S/D

421200035

Indian Ave Detention Basin
1.98 Acres m/l
Tamrisk removal

I-215 Scott to Nuevo
2.98 Acres m/l
Tamrisk removal / restoration

421200007

421200037

Newport Rd / I-215 Interchange
1.47 Ac m/l

421200008

SCE Valley / Ivy Glen
1.18 Acres m/l **PENDING**
Tamrisk removal / restoration

TT-MW2-20S/D

February 27, 2012
Map Update May 31, 2012
August 27, 2012
April 8, 2013

W:\rcamitigation\Wolf\Driscoll\mitigation\driscoll_sawa_revised20130408_final



0 400 800 1,200 1,600 Feet

Wolfskill / Driscoll Acquisition

RCA MONITORING WELL LOCATIONS



Exhibit C

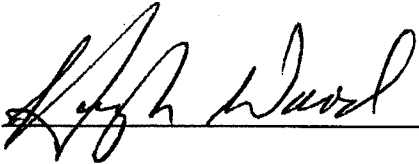
BILL OF SALE

Contract No. 14-10-005

In consideration of the payment of \$212,234.90, receipt of which is hereby acknowledged, SAWA does hereby recognize that the Newport I-215 Interchange Improvement Project County of Riverside (the "Project Applicant"), has acquired 1.47 Restoration Credits from the SAWA In-Lieu Fee Program (the "Program").

SAWA, administrator of the Program, represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

DATED: November 12, 2014

By: 
District Manager