

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 7/3/15
 DATE: GREGORY P. PRIAMOS

Departmental Concurrence

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

742
A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 July 9, 2015

SUBJECT: Approval of the Squaw Mountain Road Bridge Repair Project, Intent to Adopt a Mitigated Negative Declaration and Approval of the Indemnification Agreement with KB Home Coastal Inc., Temescal Canyon Area. District 1; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Squaw Mountain Road Bridge Repair Project based on the findings and conclusions in Environmental Assessment No. 42730; and
2. Approve the Squaw Mountain Road Bridge Repair Project; and
3. Approve and authorize the Chairman of the Board to execute the attached Indemnification Agreement between the County of Riverside and KB Home Coastal. Inc.; and
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk for posting within five working days.

[Signature]
 Patricia Romo
 Assistant Director of Transportation

[Signature]
 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	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer funded. There are no General Funds used in this Project. **Budget Adjustment:** N/A
For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: *Alex Gann*
 Alex Gann

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: August 18, 2015
 xc: Transp., Recorder

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

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

Prev. Agn. Ref.: | District: 1 | Agenda Number:

3-76

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Squaw Mountain Road Bridge Repair Project, Intent to Adopt a Mitigated Negative Declaration and Approval of the Indemnification Agreement with KB Home Coastal Inc., Temescal Canyon Area. District 1; [\$0]

DATE: July 9, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The Riverside County Transportation Department, acting on behalf of the County as the California Environmental Quality Act (CEQA) Lead Agency, is proposing to repair the Squaw Mountain Road Bridge in cooperation with the adjacent developer that built the structure, KB Home Coastal Inc.,

The Project is located in Temescal Canyon, adjacent to Interstate 15 (I-15) in southwestern Riverside County. The Project site consists of Squaw Mountain Road Bridge where it crosses Coldwater Wash and an adjacent small tributary. These parcels are associated with Track No. 23188, approved by the County's Board of Supervisors in September 1988.

The bridge was constructed as part of KB's Painted Hills Residential Development Project. In December 2011, the Transportation Department conducted an assessment of scour vulnerability of the bridge as part of our inspection process. The existing condition suggested a steady degradation at the bridge site over the past ten years since it was built. The assessment concluded that repairs will be needed before the County could accept dedication of the road and bridge.

The Project applicant, KB Home Coastal Inc., attempted to obtain permits to repair the bridge; however, regulatory agencies would not issue the necessary permits without a CEQA document. In accordance with CEQA, an environmental assessment and Mitigated Negative Declaration was prepared for the Project. The Project applicant funded Transportation Department work and will be funding the proposed bridge repairs. In addition, the Project applicant will enter into an Indemnification Agreement with the County that establishes specific terms concerning the Project applicant's indemnification obligations for the Project and the related CEQA documentation.

Environmental Assessment No. 42730 analyzed the Project's potential significant effect on the environment. Based on the findings and conclusions in Environmental Assessment No. 42730, the Project will not have a significant effect on the environment because potential effects would be mitigated to a less than significant level through the incorporation of the mitigation measures included in Attachment B: Mitigation Monitoring and Reporting Program of the Final Initial Study (IS). Also, the Project does not substantially alter the existing drainage pattern of the area in a manner that would result in flooding, on or off-site, or contribute to any ongoing physical adverse impacts related to drainage. Therefore, a Mitigated Negative Declaration ("MND") was prepared for the Project and circulated for public review from October 7, 2014, to November 6, 2014.

After the Project is completed by the Project applicant, the County will inspect the repairs; and, if satisfied, will move forward with accepting dedication of the road and bridge.

WO No.: ZAB11003

Impact on Residents and Businesses

The proposed Project consists of repairs to an existing bridge to address scouring issues increasing the bridge's useful life.

ATTACHMENTS

- Vicinity Map
- Indemnification Agreement
- Determination of Biologically Equivalent or Superior Preservation Report
- General Biological Resources Assessment Report
- Wetland Mitigation Plan
- Final Initial Study
- Results of Survey

INDEMNIFICATION AGREEMENT

This INDEMNIFICATION AGREEMENT ("Agreement"), made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), and KB Home Coastal Inc., a California corporation, ("APPLICANT"), relating to the APPLICANT'S indemnification of the COUNTY under the terms set forth herein:

WITNESSETH:

WHEREAS, the Squaw Mountain Road Bridge ("Bridge") is located in the unincorporated area of Riverside County known as Temescal Canyon and was constructed as part of the Painted Hills Residential Development; and,

WHEREAS, the Bridge is located on portions of Assessor's Parcel Numbers 290-050-030, 290-190-028 and 290-190-047; and,

WHEREAS, in 2011, the COUNTY could not accept the offer of dedication for the Bridge because of the Bridge's existing condition; and,

WHEREAS, the APPLICANT has agreed to pay for and repair the Bridge and, if satisfied with the repairs, the COUNTY will move forward with accepting dedication of the Bridge; and,

WHEREAS, compliance with the California Environmental Quality Act ("CEQA") is necessary for regulatory agencies to issue permits necessary for the Bridge's repair ("PROJECT"); and,

WHEREAS, in accordance with CEQA, an Initial Study and Mitigated Negative Declaration were prepared for the PROJECT ("Environmental Documents"); and,

WHEREAS, judicial challenges of projects requiring discretionary approvals, including, but not limited to, CEQA determinations, are costly and time consuming. Additionally, project opponents often seek an award of attorneys' fees in such challenges; and,

WHEREAS, in the event a judicial challenge is commenced against the PROJECT and its associated Environmental Documents, the COUNTY has requested and the APPLICANT has agreed to defend, indemnify and hold harmless the COUNTY, its agents, officers, or employees from any claim, action or proceeding against the COUNTY, its agents, officers, or employees to attack, set aside, void or annul any approval of the COUNTY, its advisory agencies, appeal boards, or legislative body concerning the PROJECT or its associated Environmental Documents ("LITIGATION"); and,

WHEREAS, this Agreement is entered into by the COUNTY and APPLICANT to establish specific terms concerning APPLICANT's indemnification obligation for the PROJECT and Environmental Documents.

NOW, THEREFORE, it is mutually agreed between COUNTY and APPLICANT as follows:

1. **Indemnification.** APPLICANT, at its own expense, shall defend, indemnify and hold harmless the COUNTY, its agents, officers, and employees from and against any claim, action or proceeding brought against the COUNTY, its agents, officers, and employees to attack, set aside, void or annul any approval of the PROJECT or its Environmental Documents including any associated costs, damages, and expenses including, but not limited to, costs associated with Public Records Act requests submitted to the COUNTY related to the PROJECT and an award of attorneys' fees and costs incurred or arising out of the above-referenced claim, action or proceeding brought against the COUNTY ("Indemnification Obligation.")

2. **Defense Cooperation.** APPLICANT and the COUNTY shall reasonably cooperate in all aspects of the LITIGATION. Nothing contained in this Agreement, however, shall be construed to limit the discretion of COUNTY, in the interest of the public welfare, to settle, defend, appeal or to decline to settle or to terminate or forego defense or appeal of the LITIGATION. It is also understood and agreed that all litigation pleadings are subject to review, revision and approval by COUNTY's Office of County Counsel.

3. **Representation and Payment for Legal Services Rendered.** COUNTY shall have the absolute right to approve any and all counsel retained to defend COUNTY in the LITIGATION. APPLICANT shall pay the attorneys' fees and costs of the legal firm retained by APPLICANT to represent the COUNTY in the LITIGATION. Failure by APPLICANT to pay such attorneys' fees and costs may be treated as a default of APPLICANT's obligations under this Agreement.

4. **Payment for COUNTY's LITIGATION Costs.** Payment for COUNTY's costs related to the LITIGATION shall be made on a deposit basis. LITIGATION costs include any associated costs, fees, damages, and expenses as further described in Section 1. herein as Indemnification Obligation. Within thirty (30) days of receipt of notice from COUNTY that LITIGATION has been initiated against the PROJECT, APPLICANT shall initially deposit with the COUNTY's Transportation Department the total amount of Twenty Thousand Dollars (\$20,000). APPLICANT shall deposit with COUNTY such additional amounts as COUNTY reasonably and in good faith determines, from time to time, are necessary to cover costs and expenses incurred by the COUNTY, including but not limited to, the Office of County Counsel, Riverside County Transportation Department and the

Riverside County Clerk of the Board associated with the LITIGATION. Within ten (10) days of written notice from COUNTY, APPLICANT shall make such additional deposits. Collectively, the initial deposit and additional deposits shall be referred to herein as the "Deposit."

5. **Return of Deposit.** COUNTY shall return to APPLICANT any funds remaining on deposit after ninety (90) days have passed since final adjudication of the LITIGATION.

6. **Notices.** For all purposes herein, notices shall be effective when personally delivered, delivered by commercial overnight delivery service, or sent by certified or registered mail, return receipt requested, to the appropriate address set forth below:

COUNTY:
Office of County Counsel
Attn: Melissa Cushman
3960 Orange Street, Suite 500
Riverside, CA 92501

APPLICANT:
Ron Mertz
KB Home
25152 Springfield Court, Suite 180
Valencia, CA 91355

7. **Default and Termination.** This Agreement is not subject to termination, except by mutual agreement or as otherwise provided herein. In the event of a default of APPLICANT's obligations under this Agreement, COUNTY shall provide written notification to APPLICANT of such alleged default and APPLICANT shall have ten (10) days after receipt of written notification to cure any such alleged default. If APPLICANT fails to cure such alleged default within the specified time period or otherwise reach agreement with the COUNTY on a resolution of the alleged default, such default shall be considered a breach of this Agreement and the COUNTY may seek any and all available remedies at law or in equity and may also, in its sole discretion, settle the LITIGATION.

In the event of a default, APPLICANT shall remain responsible for any costs and attorney's fees awarded by the Court or as a result of settlement and other expenses incurred by the COUNTY related to the LITIGATION or settlement.

8. **COUNTY Review of the PROJECT.** Nothing in this Agreement shall be construed to limit, direct, impede or influence the COUNTY's review and consideration of the PROJECT.

9. **Complete Agreement/Governing Law.** This Agreement represents the complete understanding between the parties with respect to matters set forth herein. This Agreement shall be construed in accordance with the laws of the State of California.

10. **Successors and Assigns.** The obligations specific herein shall be made, and are binding on the successors in interest of the APPLICANT, whether the succession is by agreement, by operation of law or by any other means.

11. **Amendment and Waiver.** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by all parties.

12. **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Survival of Indemnification.** The parties agree that this Agreement shall constitute a separate agreement from any PROJECT approval, and if the PROJECT, in part or in whole, is invalidated, rendered null or set aside by a court of competent jurisdiction, the parties agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.

14. **Interpretation.** The parties have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented in the review of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

15. **Captions and Headings.** The captions and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

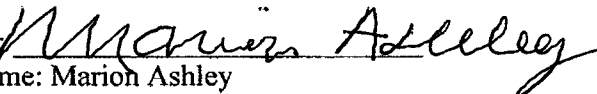
16. **Jurisdiction and Venue.** Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the Courts of Riverside County, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

17. **Counterparts; Facsimile & Electronic Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

18. **Effective Date.** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

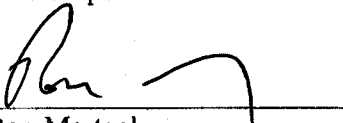
COUNTY:
COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: 
Name: Marion Ashley
Title: Chairman, Board of Supervisors

Dated: AUG 18 2015

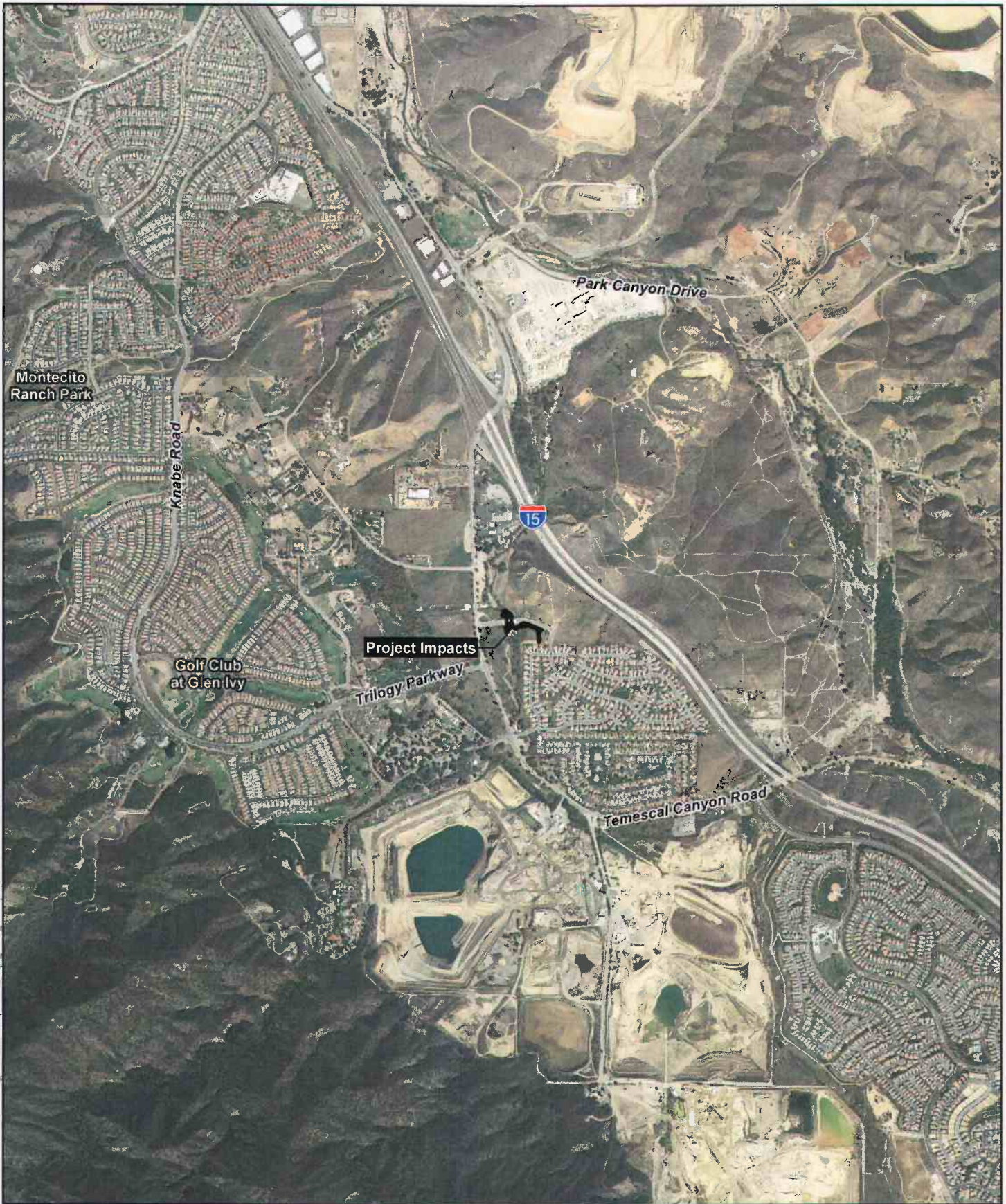
ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
DEPUTY

APPLICANT:
KB Home Coastal Inc.
a California corporation

By: 
Name: Ron Mertz
Title: Vice President, Land and Forward Planning

Dated: 7/8/15

FORM APPROVED COUNTY COUNSEL
BY:  7/29/15
MICHELLE CLACK DATE



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Aerial Photograph - Project Vicinity

SQUAW MOUNTAIN ROAD

Riverside County Board of Supervisors
Request to Speak

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Kira Teshima

Address: _____
(only if follow-up mail response requested)

City: _____ Zip: _____

Phone #: 310.956.5626

Date: 8/18/15 Agenda # 3-76

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

* Only need to speak if the item
is pulled from consent.

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on. *via transp*
8/18/15 kw
 Date Initial



NOTICE OF DETERMINATION
 COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

EA No.42730

SCH# 2014101018

PROJECT NAME: Squaw Mountain Road Bridge Repair Project

DESCRIPTION AND LOCATION: The Squaw Mountain Road Bridge Repair Project includes repair of the bridge by lining the channel bottom below the bridge with concrete, connecting the concrete-lined channel to the existing bridge abutments, placing ¼ ton of riprap on the upstream and downstream sides of the concrete-lined portion of the channel and installing riprap slope protection on the northwest slope. An existing asphalt access road will also be extended approximately 40 feet.

There is also a side tributary to Coldwater Wash that was previously realigned for the Painted Hills Development Project and was intended to flow adjacent to Squaw Mountain Road before entering the wash. As a result of significant degradation of the channel wash, the side channel has head cut back from the wash and is now eroding into the slope of Squaw Mountain Road and needs to be stabilized. The proposed repairs would consist of regrading the upper portion of the channel to the appropriate elevation, leaving this portion of the channel as a natural drainage. Flow would be directed to a basin before entering into a pipe that would outlet at the base of the slope in Coldwater Wash.

The Squaw Mountain Road Bridge Repair Project is located in Temescal Canyon, adjacent to Interstate 15 in southwestern Riverside County. The project site consists of the Squaw Mountain Road Bridge where it crosses Coldwater Wash and an adjacent small tributary; the closest cross street is Temescal Canyon Road.

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration (MND) was adopted for this project pursuant to the provisions of CEQA.
3. A Mitigation Monitoring and Reporting Plan was adopted by the Board of Supervisors.

The Final MND may be examined, along with administrative record, at the Transportation Department, 4080 Lemon Street, 8th fl, Riverside, California 92501.

Mary Zamboni (for) Title Environmental Division Manager Date 7/15/15
 Russell Williams

Patricia Romo Title Director of Transportation & Land Management Agency Date 8/31/15
 Juan C. Perez

HEARING BODY ASSISTANT **TRANSPORTATION** **ACTION ON PROJECT**
XX Board of Supervisors _____ Approval
 _____ Planning Commission _____ Disapproval
 Date: _____

Verifying: _____ Title: _____ Date: _____

For County Clerk Use

8.18.15 376