

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



113

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
July 12, 2016

**SUBJECT:** Approve Conservation Services Agreement between the District and Riverside-Corona Resource Conservation District for Implementation of Certain Mitigation Requirements for the Temescal Creek - Foster Road Storm Drain, Stage 1, Project No. 2-0-0493-01, CEQA Findings of Nothing Further is Required, District 1 [\$571,941], District Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Determines that entering into the Conservation Services Agreement will not result in any new significant environmental effects not identified in the Initial Study and MND (SCH No. 2013101086) and nothing further is required;
2. Approve the Conservation Services Agreement between the District and Riverside-Corona Resource Conservation District;
3. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of this Board hearing.

**BACKGROUND:**

**Summary**  
See Page 2.

JDS:mcv  
P81204975

*Mark H. Wills*  
for **JASON E. UHLEY** Mark H. Wills  
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 571,941	\$ 0	\$ 571,941	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 571,941	\$ 0	\$ 571,941	\$ 0	

<b>SOURCE OF FUNDS:</b> 525440-25120-947420 Zone 2 Const/Maint/Misc – Professional Services	<b>Budget Adjustment:</b> No <b>For Fiscal Year:</b> 16/17
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**C.E.O. RECOMMENDATION:**

APPROVE  
BY: *Steven C. Horn*  
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Washington, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: July 12, 2016  
xc: Flood, Recorder

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

Prev. Agn. Ref.: 11-4 of 01/14/14 | District: 1<sup>st</sup> | Agenda Number:

**11-1**

FORM APPROVED COUNTY COUNSEL DATE 6/29/16  
 BY: GREGORY P. PRIAMOS  
 FISCAL PROCEDURES APPROVED 4/29/16  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY: *Jeanine J. Rey* Departmental Concurrence

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

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Approve Conservation Services Agreement between the District and Riverside-Corona Resource Conservation District for Implementation of Certain Mitigation Requirements for the Temescal Creek - Foster Road Storm Drain, Stage 1, Project No. 2-0-0493-01, CEQA Findings of Nothing Further is Required, District 1 [\$571,941], District Funds 100%

**DATE:** July 12, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The Conservation Services Agreement sets forth the terms and conditions by which the Riverside-Corona Resource Conservation District will assist the District in implementing certain regulatory permit mitigation requirements associated with the Temescal Creek – Foster Road Storm Drain, Stage 1 project including acceptance of two (2) conservation easements; and conducting habitat restoration and creation activities.

County Counsel has approved the Conservation Services Agreement as to legal form.

The Temescal Creek – Foster Road Storm Drain, Stage 1 project is subject to mitigation requirements per California Department of Fish and Wildlife Streambed Alteration Agreement 1600-2014-0015-R6 (Revision 2) dated July 8, 2014 and an amendment dated June 8, 2015 ("SAA"), U.S. Army Corps of Engineers Nationwide Permit Verification No. SPL-2014-00360-CLD dated September 5, 2014 and California Regional Water Quality Control Board, Santa Ana Region, 401 Water Quality Standards Certification, SARWQCB Project No. 332014-01, dated May 22, 2014 and modification of said Certification dated March 16, 2015.

The Riverside-Corona Resource Conservation District is best suited to assist the District because of their knowledge of the habitat restoration and creation area which is within and directly adjacent to their existing conservation easement, and their environmental expertise coupled with an in-depth understanding of the Army Corps of Engineers, Regional Water Quality Control Board and California Department of Fish and Wildlife's mitigation policies and procedures.

Staff has reviewed the proposed Conservation Services Agreement and it was determined that nothing further was required because all potentially significant effects of the activities associated with the Conservation Services Agreement have been fully analyzed in an earlier adopted Mitigated Negative Declaration (SCH#2013101086) ("MND") and have been avoided or mitigated to less than significant pursuant to that earlier MND. The potential environmental effects of the Temescal Creek - Foster Road Storm Drain, Stage 1 Project were fully studied in Initial Study/MND (SCH#2013101086). Based upon the findings incorporated therein, the Board of Supervisors adopted the MND (SCH#2013101086) and a Mitigation Monitoring Program, and approved the Temescal Creek - Foster Creek Road Storm Drain, Stage 1 Project on January 14, 2014, Agenda Item 11-4, with Resolution No. F2014-01. Entering into the Conservation Services Agreement will not result in any new significant environmental effects not identified in the Initial Study/MND (SCH#2013101086); the actions will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation is required for California Environmental Quality Act purposes.

**Impact on Residents and Businesses**

Entering into the Conservation Services Agreement will allow the District to comply with certain regulatory permit mitigation requirements for the Temescal Creek – Foster Road Storm Drain, Stage 1 project. The residents and businesses of Riverside County are the principal beneficiaries of this project. Costs incurred under this Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funding is available in the District's Budget for Fiscal Year 2016-2017.

**ATTACHMENTS:**

Conservation Services Agreement – Riverside-Corona Resource Conservation District

## CONSERVATION SERVICES AGREEMENT

*bm* This CONSERVATION SERVICES AGREEMENT ("Agreement") is entered into this day of July 2016 by and between RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district created pursuant to Water Code Appendix Section 48-1 ("Flood Control"), and the RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT, a governmental special district ("RCRCD") (together, "the Parties").

### RECITALS

WHEREAS, Flood Control undertook a project to provide 100-year flood protection for areas neighboring an unincorporated area of El Cerrito, Riverside County by installing a storm drain system outlet called the Foster Road Storm Drain, Stage 1 Project (the "Project"); and

WHEREAS, the Project consists of construction, operation and maintenance of an underground storm drain system comprised of approximately 2,000 lineal feet of reinforced concrete pipe ("RCP") ranging in size from 30 inches to 72 inches in diameter. The concrete outlet structure is an impact type energy dissipater. This structure was installed in an area of Temescal Creek that has been widened to create a "cove" area as part of this Project. The corners of the "cove" area have been armored with approximately 1,000 cubic yards of buried rock riprap; and

WHEREAS, the Project is subject to California Department of Fish and Wildlife ("CDFW") Streambed Alteration Agreement 1600-2014-0015-R6 (Revision 2) dated July 8, 2014 and an amendment dated June 8, 2015 ("SAA"), U.S. Army Corps of Engineers ("ACOE") Nationwide Permit Verification No. SPL-2014-00360-CLD dated September 5, 2014 ("404 Permit") and California Regional Water Quality Control Board, Santa Ana Region ("Regional Board"), 401 Water Quality Standards Certification, SARWQCB Project No. 332014-01, dated May 22, 2014 and modification of said Certification dated March 16, 2015 ("401 Certification") (collectively, "the Permits");

WHEREAS, Flood Control has requested RCRCD assistance in implementing certain mitigation requirements of the Permits, including, among other things, RCRCD's intended acceptance of up to two (2) conservation easements over two (2) different conservation sites as set forth more fully herein; and

WHEREAS, RCRCD is a Resource Conservation District formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities to pursuant to Public Resources Code section 9151 *et seq.*;

WHEREAS, RCRCD may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 *et seq.*; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which the RCRCD agrees to provide the Conservation Activities, as further defined below.

## AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, Flood Control and RCRCDD hereby agree as follows:

1. Conservation Activities: RCRCDD agrees to perform the following mitigation activities described in the Permits which are collectively referred to herein as the “Conservation Activities:”

a. 404 Permit:

- i. Pursuant to Special Condition No. 3, RCRCDD shall conduct site restoration within a portion of the Project site and as part of the Conservation Activities described in Section 1.b.i.1 and as shown in Exhibit “D”.
- ii. As part of Special Condition No. 3, no later than 45 calendar days following completion of site restoration, RCRCDD shall also submit a memorandum to the ACOE and to Flood Control documenting the Parties’ compliance with Special Condition No. 3, including color photographs of the restored area(s), in the format described in Special Condition 2(C), which provides for color photographs (including map of photo points) taken at the project site before and after construction for those aspects directly associated with the authorized temporary impacts to waters of the U.S. are to be submitted so that the extent of authorized fills can be verified.

b. SAA:

i. Compensatory Measure 3.1. Habitat Restoration, Establishment, and Conservation – Onsite.

1. RCRCDD shall restore and establish no less than 0.85 acres (“Onsite Conservation Area”) of southern cottonwood-willow riparian forest as described in the Temescal Creek-Foster Road Storm Drain, Stage 1 Conceptual Mitigation Plan (“Mitigation Plan”) by undertaking the following activities: RCRCDD shall restore the 0.39-acre temporary impact area on the Project site, and establish 0.46 acres of new southern cottonwood-willow riparian forest habitat through preparations on the Project site which may include engineering, grading, and the removal of nonnative and non-riparian/wetland plant species, trash and debris; installation of temporary irrigation; and the installation of appropriate container stock and seed mixes, as specified in the Mitigation Plan (and if possible RCRCDD will collect and use native plant materials, including seeds, that are

proposed for removal during project activities for restoration purposes).

2. All onsite Conservation Activities described in Subsection 1.b.i.1 above shall be completed no later than 12 months following the Commencement, as defined in Section 6 below, including site preparation and staging activities, and no later than December 29, 2016, or as extended by CDFW; provided that the Parties have executed this Agreement and that Flood Control has provided all funds described herein to RCRCDC by July 29, 2016.

ii. Compensatory Measure 3.2. Preservation of Mitigation Area.

1. RCRCDC will accept a conservation easement over 1.04 acres located on the Project site (the "Foster Road Conservation Easement").<sup>1</sup>
2. The Foster Road Conservation Easement will be recorded no later than 14 days following the full execution of the Foster Road Conservation Easement.
3. Flood Control will provide a long-term management and monitoring endowment for the Foster Road Conservation Easement in the amount set forth here below. Said endowment shall be held by RCRCDC in a separate interest bearing or other type of investment account and shall not be commingled with any other funds; provided, however, that the endowment may be pooled with other endowments for investment management purposes. RCRCDC has determined the endowment amount (\$241,500 – already included in the Conservation Fee below) using a Property Analysis Record ("PAR") or another financial model acceptable to CDFW which has calculated long-term management costs in perpetuity for the Foster Road Conservation Easement for monitoring, management, and protection of the easement area. The Parties acknowledge that the 1.04-acre Foster Road Conservation Easement is part of a larger, contiguous Onsite Conservation Area that

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<sup>1</sup> The County represents that the conservation easement acreage required to be conserved originates mainly from 2 components of the Permits: (i) 0.22 acres is the portion of the project mitigation (i.e., 0.85 acres from section 3.1 of the SAA as shown in Exhibit "D") not already encumbered by a conservation easement which is represented by the 0.22 crosshatched area shown in Exhibit "A." Additionally, 0.82 acres is intended to fulfill the balance of no less than 1.56 acres required by section 3.4 of the SAA. The entire Foster Road Conservation Easement area is shown in a tan color in Exhibit "A."

will be jointly managed with the Foster Road Conservation Easement.

- iii. Compensatory Measure 3.3. Protection of the Mitigation Area. RCRCDC shall place appropriate signage around the perimeter of the Project site (as depicted in Exhibit "B"). Except for uses appropriate to a habitat conservation area as approved by CDFW, the public shall not have access to the mitigation site, and no activities shall be permitted within the site, except maintenance of habitat, including the removal of nonnative plants, trash, and debris, and the installation of native plant materials. RCRCDC shall maintain, repair and replace, as necessary, the fencing and signage.
- iv. Compensatory Measure 3.4. Habitat Acquisition, Restoration and Conservation – Offsite. In addition to the Conservation Activities described above, and as further described in Sections 1.b.iv.1 and 1.b.iv.2 below.
  1. 0.76 acres of the 1.56 acres of the mitigation required by the SAA will be placed within the Brown Canyon Channel and will be permanently protected by a conservation easement that will be accepted by RCRCDC at the location depicted in Exhibit "C" (the "Brown Canyon Conservation Easement"). RCRCDC acceptance of the Brown Canyon Conservation Easement will be subject to RCRCDC simultaneously receiving an access easement from Flood Control to that site.
  2. 0.82 acres of the no less than 1.56 acres of mitigation required by the SAA will be placed within the 1.04-acre Foster Road Conservation Easement, as described in Section 1.b.ii.1 above. The establishment and long term maintenance of this 1.04 acres shall be performed pursuant to Section 1.b.ii.1 and Section 1.b.vi.
  3. Flood Control will provide a management and monitoring endowment for the Brown Canyon Conservation Easement. Said endowment shall be held by RCRCDC in a separate interest bearing or other type of investment account and shall not be commingled with any other funds; provided, however, that the endowment may be pooled with other endowments for investment management purposes. RCRCDC has determined the endowment amount of (\$84,323 – already included in the Conservation Fee below) using a Property Analysis Record ("PAR") or another financial model acceptable to CDFW which has calculated long-term management costs for the Brown

Canyon Conservation Easement for the perpetual monitoring, management, and protection of the easement area.

- v. Compensatory Measure 3.5. Plant Palette. RCRCDC agrees that all plant species installed within the mitigation and conservation areas described in this Section 1(b) shall include only local California native container plants and cuttings, typical of the existing native plant species present in the existing riparian areas within or adjacent to the Project site, and shall be installed between October 1 and April 30; provided that the Parties have executed this Agreement and that Flood Control has provided all funds described herein to RCRCDC by July 29, 2016.
- vi. Reporting Measure 4.1. Habitat Mitigation and Monitoring Plan. RCRCDC will submit to CDFW and Flood Control for review and approval a Final Habitat Mitigation and Monitoring Plan designed to meet the goals outlined in Conditions 3.1 through 3.5 of the SAA and shall at a minimum include the information listed in Reporting Measure 4.1 (a) through (g).
- vii. Reporting Measure 4.3. Annual Reporting. RCRCDC shall submit an annual report to CDFW and Flood Control each year for a minimum of five years following plant installation on the Foster Road mitigation site or until CDFW deems the mitigation site successful. The contents of the report are outlined in Reporting Measure 4.3 of the SAA. The first annual report is due to CDFW no later than 13 months following plant installation, and no later than April 1, 2017, or as extended by CDFW.
- viii. Reporting Measure 4.2. Long Term Management Plan.
  - 1. By December 29, 2016 or as extended by CDFW, RCRCDC will submit to CDFW and Flood Control a Long Term Management Plan (LTMP) designed to sustain or surpass the habitat quality of the mitigation site at CDFW sign-off, in perpetuity. At a minimum, this LTMP shall include the information listed in Reporting Measure 4.2. of the SAA.
  - 2. RCRCDC will be responsible for implementing the LTMP and shall submit a management report every 5 years to CDFW documenting the items listed in Reporting Measure 4.2 of the SAA, including photos documenting the management activities.

c. 401 Certification:

- i. RCRCDD will install 0.46 acre of vegetated riparian habitat.
- ii. To satisfy the 401 Certification, RCRCDD will accept the Foster Road Conservation Easement, as described in Section 1.b.ii.1.
- iii. As required for 401 condition no. 12, RCRCDD will also conduct site mitigation assessments once per year during the October through December time period on the 0.85 acres of creation and restoration areas on the Project site until success criteria has been met for two (2) consecutive years (which is expected by the 5th year).

2. Funding: Flood Control agrees to pay RCRCDD the amount of FIVE HUNDRED SEVENTY ONE THOUSAND NINE HUNDRED FORTY ONE AND NO/100'S (\$571,941.00) which is the fee reflecting RCRCDD's reasonable costs to perform the Conservation Activities (the "Conservation Fee"). The Conservation Activities include RCRCDD's on-the-ground mitigation installation activities and the two long-term management endowments described above; provided, however, that the finalization and recordation of the Foster Road and the Brown Canyon Conservation Easements will be funded through the procedures set forth in the January 29, 2015 Deposit Agreement.

3. Mitigation and/or Conservation Activities Responsibility:

- a. The Parties explicitly agree that any mitigation for activities of Flood Control not covered by this Agreement, including but not limited to any mitigation set forth in the Permits not specifically agreed to be conducted by RCRCDD under this Agreement, or any other regulatory permit issued to Flood Control or other changes in mitigation related to the Project, remains solely and entirely the responsibility of Flood Control.
- b. Flood Control agrees that RCRCDD shall not be responsible to conduct any conservation activities or other services except for those which have been outlined in Section 1, above, even if CDFW, the Regional Board, ACOE and/or any other regulatory agency later modify their respective mitigation requirements.
- c. Flood Control remains responsible for obtaining final approval from CDFW, the Regional Board and ACOE and/or any other regulatory agency for satisfaction of its Permit conditions, including the approval from any relevant agency that the Conservation Activities have met the required success criteria. RCRCDD agrees to assist Flood Control in obtaining approval of the Conservation Easements by CDFW.
- d. Should any portions of the 0.85 acres of the southern cottonwood-willow riparian forest restoration and establishment described in Section 1.b.i.1 or the "Foster Road Conservation Easement" described in Section 1.b.ii.1 be



damaged due to natural causes before they are deemed successful by CDFW, RCRCDC agrees to purchase an insurance policy or obtain coverage under an existing insurance policy to restore and reestablish the damaged areas and use any proceeds of said policy to conduct restoration and reestablishment work until CDFW deems the restoration and reestablishment of the damaged areas successful; provided, however, that Flood Control first reimburses RCRCDC the applicable insurance policy deductible for any claim it files.

4. Performance: RCRCDC agrees that it shall either perform or contract for the performance of all Conservation Activities required under this Agreement. Flood Control shall have no liability, monetary or otherwise, to any cooperators, subcontractors, providers of services or recipients of service under this Agreement, except to RCRCDC.

5. When Payment Due: The Parties agree that the Conservation Fee is due and payable within thirty (30) days of execution of this Agreement. RCRCDC shall provide Flood Control with a written letter of receipt no later than 7 days after receipt of the Conservation Fee.

6. Time of Performance: RCRCDC agrees to begin the Conservation Activities following the later of the receipt of Flood Control's payment pursuant to Section 5 of this Agreement ("Commencement"), when the conservation easements are fully executed, or at a later date agreed to by CDFW; provided, however, that Commencement of certain activities including, but not limited to, planting may need to be delayed until the appropriate season, as determined by RCRCDC and coordinated with CDFW, ACOE, and the Regional Board. RCRCDC shall make every effort to comply with the dates identified above and, should a date come in to conflict, RCRCDC will notify Flood Control and work towards a solution. RCRCDC shall be under no obligation to carry out the activities described in Section 1 of this Agreement unless and until Flood Control tenders the Conservation Fee in full.

7. Termination. This Agreement shall automatically terminate upon the completion of all of the following events: (a) the recordation of both conservation easements discussed in this Agreement, and (b) CDFW sign-off (i.e., final approval of the success criteria).

8. Indemnity. RCRCDC shall indemnify and hold harmless Flood Control, its respective directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees") from any liability whatsoever based or asserted upon the mitigation activities performed in Sections 1.a, 1.b, or 1.c and also including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance under this Agreement of RCRCDC, its officers, employees, subcontractors, agents or representatives for a period of five (5) years following the execution of this Agreement; provided, however, that RCRCDC shall not be responsible to provide any additional mitigation services beyond those outlined in Section 1, above, even if CDFW, the RWQCB and/or USACE later modify their respective mitigation requirements unless such modification by CDFW, RWQCB or USACE is a result of negligent work performed by RCRCDC. RCRCDC shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and

settlements or awards, in any claim or action based upon the mitigation performed in Sections 1.a, 1.b, or 1.c.

9. 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 either served personally or sent by first class mail, postage prepaid, addressed as follows:

To RCRCDD at:

Riverside-Corona Resource  
Conservation District (RCRCDD)  
4500 Glenwood Drive  
Riverside, CA 92501  
Attn: Shelli Lamb, Regional Director  
Telephone: 951.683.7691

To Flood Control at:

Riverside County Flood Control and Water  
Conservation District (Flood Control)  
1995 Market Street  
Riverside, CA 92501  
Attn: Chief of Regulatory Division  
Telephone: 951.955.1200

or to such other address as either party from time to time shall designate by written notice to the other.

10. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

11. Attorneys' Fees. The Parties shall bear their own attorney's fees and costs related to any enforcement of this Agreement.

12. Entire Agreement. This instrument, including exhibits, sets forth the entire agreement of the Parties with respect to the Conservation Activities and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Activities, all of which are merged herein.

13. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to one original or the same.

14. Authority. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

15. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by either party without the prior written consent of the other party.

16. No Waiver. Failure of the RCRCDD to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

17. No Third Party Beneficiaries. There are no intended third party beneficiaries, with the exception of successors and assigns, of any right or obligation assumed by the Parties.

18. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected

IN WITNESS WHEREOF, the Parties have executed this Conservation Services Agreement as of the date set forth above.

JUL 1 2 2016  
Date

RIVERSIDE COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT,

Marion Ashley  
Marion Ashley, Chairman, Board of Supervisors of  
the Riverside County Flood Control and Water  
Conservation District

APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By: Karin Watts-Bazan  
KARIN WATTS-BAZAN  
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: Kecia Harper-Ihem, deputy

June 21, 2016  
Date

RIVERSIDE-CORONA RESOURCE  
CONSERVATION DISTRICT, a governmental  
special district

Alfred B. Bonnett, Jr.  
Alfred B. Bonnett, Jr., President of the Board  
ATTEST:

APPROVED AS TO FORM

By: Darc Sumner  
RCRCD General Counsel  
Best Best & Krieger LLP

By: Shelli Lamb  
Shelli Lamb  
Secretary of the Board

Exhibit "A"  
(Depiction of the Foster Road Conservation Easement)





RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain**  
**2-0-000493**  
**Foster Road Conservation Easement (CE)**

Exhibit "A"

**Legend**




-  Creation Area Outside Existing CE (0.22 acres)
-  CE Area (1.04 acres)
-  Existing CE Boundary



Exhibit "B"  
(Fence and Signs)






RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain  
Project No. 2-0-0493  
Fence and Signs**

Exhibit B

**Legend**

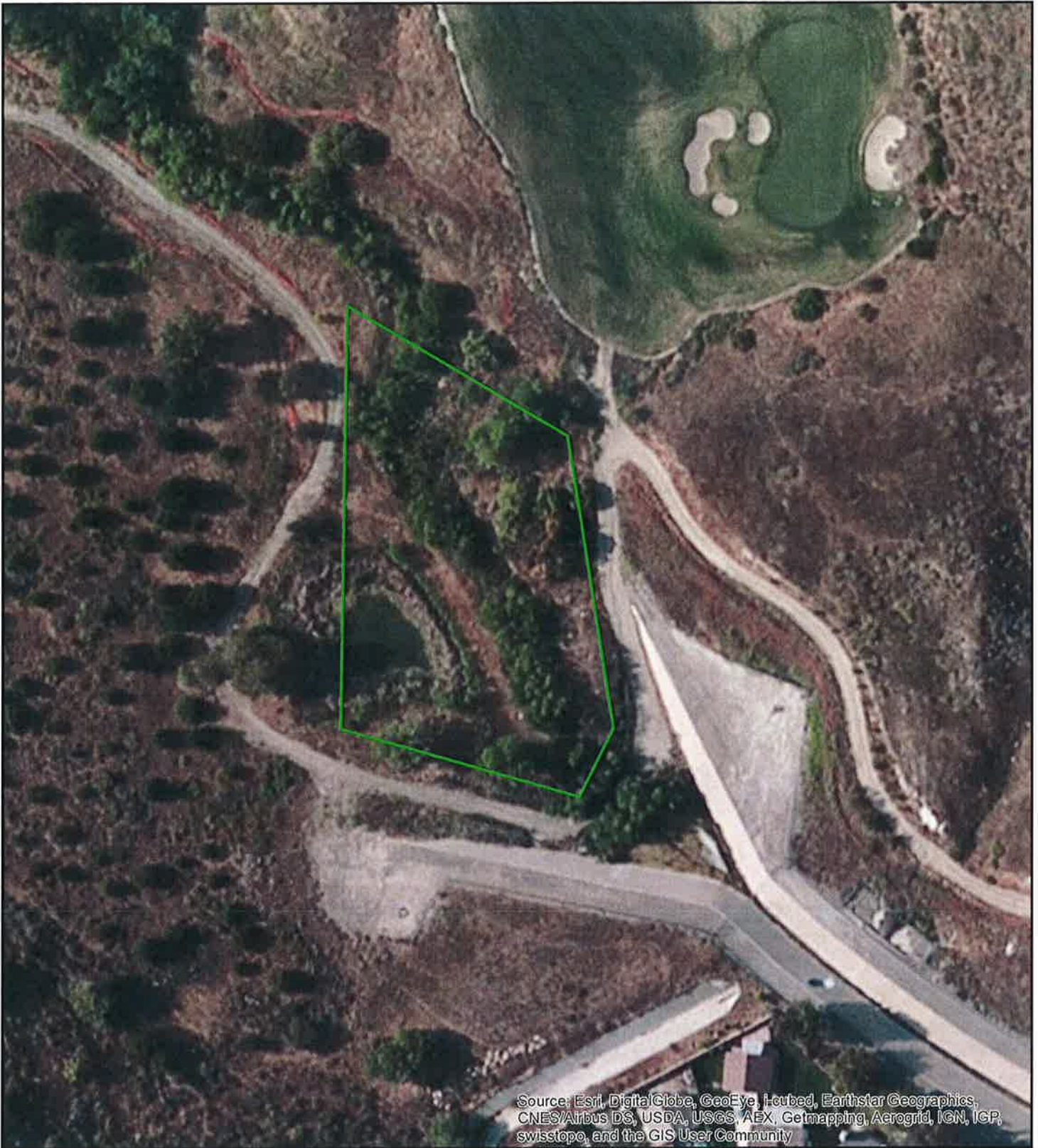
 Fencing and Signs Location



NTS

Exhibit "C"  
(Depiction of the Brown Canyon Conservation Easement)





Source: Esri, DigitalGlobe, GeoEye, Ikonos, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain  
Project No. 2-0-0493  
Brown Canyon Conservation Easement**

Exhibit C

**Legend**


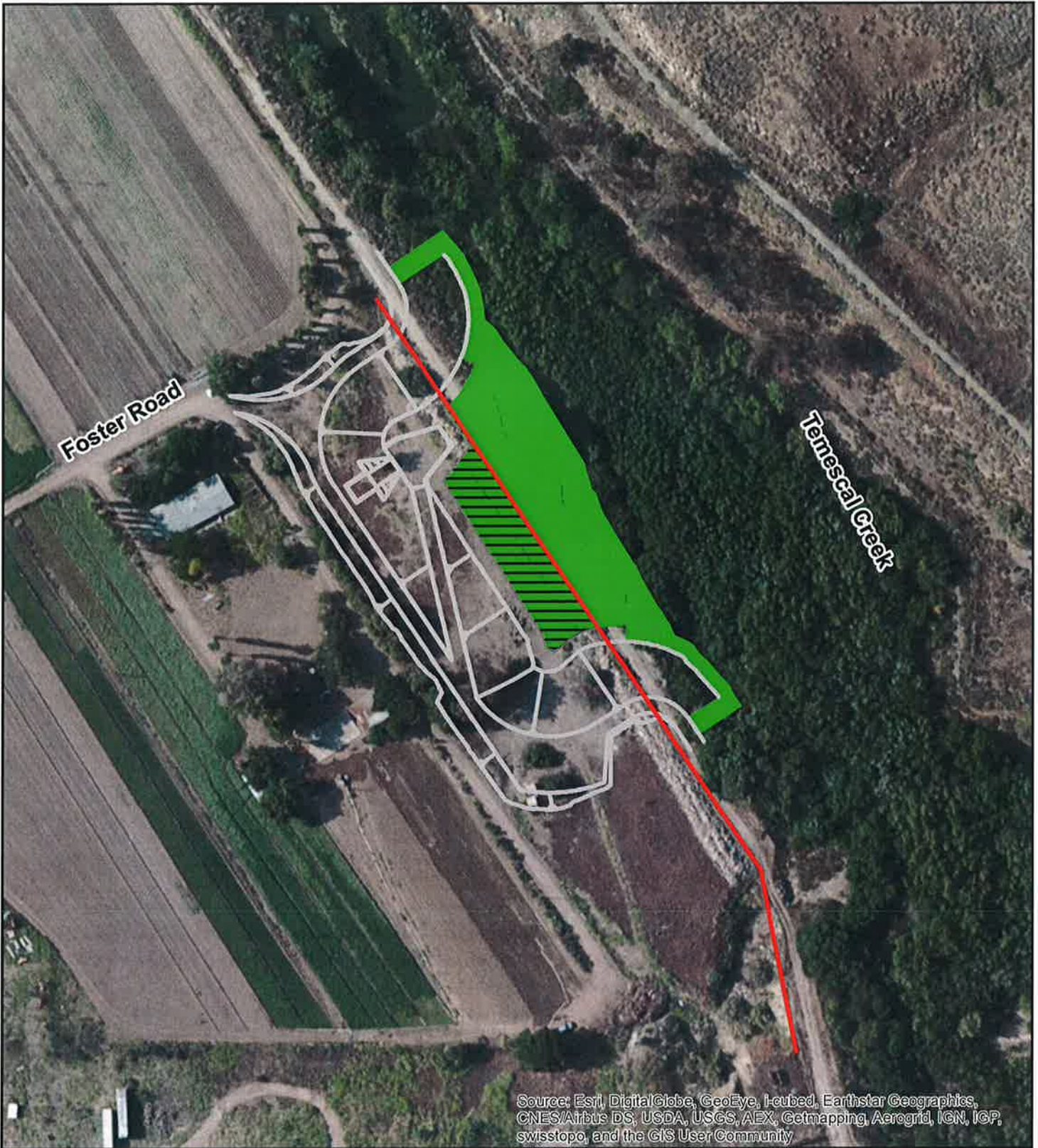
 Brown Canyon Conservation Easement (0.76 Acres)



Exhibit "D"  
(Depiction of the 0.85 Restoration and Establishment Area at the Foster Road mitigation site)









Source: Esri, DigitalGlobe, GeoEye, I-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain  
Project No. 2-0-0493**

**Exhibit D: Restoration and Establishment Area  
at the Foster Road Mitigation Site**

**Legend**

-  Basin Outline
-  Existing Conservation Easement Line
-  Restoration/Creation Area (0.85 ac)
-  Area Outside Existing Conservation Easement (0.22 ac)



**Notice of Determination**

To: County Clerk  
County of Riverside  
2724 Gateway Drive  
P.O. Box 3044  
Riverside, CA 92507

From: Riverside County Flood Control  
1995 Market Street  
Riverside, CA 92501  
Contact: Mike Wong  
Phone: 951.955.1233

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

Lead Agency (if different from above): 7/12/16 kb  
Date Initial

**SUBJECT:**

**Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code.**

State Clearinghouse Number (if submitted to State Clearinghouse): N/A

**Project Title:** Conservation Services Agreement for Temescal Creek – Foster Road Storm Drain, Stage 1 Project

**Project Location (include county)**

The proposed project area is generally bounded to the north by Dos Lagos Drive, to the east by Temescal Wash, to the south by Leroy Road and to the west by I-15 in the unincorporated El Cerrito area of Riverside County.

**Project Description**

The District proposes to enter into a Conservation Services Agreement with the Riverside-Corona Resource Conservation District to implement certain regulatory permit mitigation requirements including acceptance of two (2) conservation easements, and conducting habitat restoration and creation activities. This Conservation Services Agreement is a subsequent discretionary action to further the Temescal Creek – Foster Road Storm Drain, Stage 1 Project ("Project"), where the Riverside County Flood Control and Water Conservation District, acting as lead agency for California Environmental Quality Act purposes, is responsible for ensuring implementation of the regulatory permit mitigation requirements to complete the Project. The current District action is limited to entering into a Conservation Services Agreement for the purposes of implementing regulatory permit mitigation requirements for the storm drain Project.

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on July 12, 2016 and has made the following findings and determinations regarding the above-described Conservation Services Agreement to implement certain regulatory permit requirements:

1. The Conservation Services Agreement will not have a significant effect on the environment.
2. A Mitigated Negative Declaration (SCH No. 2013101086) was prepared for the Project pursuant to the provisions of CEQA and adopted on January 14, 2014, Agenda Item 11-4 with Resolution No. F2014-01.
3. Mitigation measures were made a condition of the approval of the Project.
4. The Conservation Services Agreement will not result in any new significant environmental effects not identified in the Initial Study and MND (SCH No. 2013101086); will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible.
5. Nothing further is required and no further environmental documentation is required for California Environmental Quality Act purposes because the activities associated with the Conservation Services Agreement were adequately analyzed in the earlier environmental documentation.

This is to certify that the previously adopted Mitigated Negative Declaration and the record of Project approval are available to the General Public at: The Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

Karen D. Anton  
Signature (Public Agency)

Board Assistant  
Title

July 12, 2016  
Date

Date received for filing at OPR:

Revised 2004

Authority cited: Sections 21083 and 21087, Public Resources Code.

Reference: Sections 21000-21174, Public Resources Code.

JUL 12 2016 11-1



RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 5/23/2016 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120 DEPT ID: 947420 PROGRAM:

AMOUNT: \$50.00

REF: CEQA Notice of Determination Posting for Temescal Creek-Foster Road Storm Drain, Stage 1 (222-2-8-00493-01-31-0000-000)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Michael Reyes M 5/23/16

PRESENTED BY: Jason Swenson EXT 58082

CONTACT: Michael Reyes

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY:

DATE:

DOCUMENT NO(S)/INVOICE NO(S):

**Notice of Determination**

To: Office of Planning and Research

From: Riverside County Flood Control  
1995 Market Street  
Riverside, CA 92501  
Contact: Mike Wong  
Phone: 951.955.1233

For U.S. Mail:  
P.O. Box 3044  
Sacramento, CA 95812-3044

Street Address:  
1400 Tenth Street  
Sacramento, CA 95814

**FILED**  
RIVERSIDE COUNTY

County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

JAN 16 2014

Lead Agency (if different from above):

LARRY W. WARD, CLERK  
By *P. Kennerly* R. Kennerly  
County Clerk

**SUBJECT:**  
Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2013101086

**Project Title:** Temescal Creek – Foster Road Storm Drain, Stage 1

**Project Location (include county)**

The proposed project area is generally bounded to the north by Dos Lagos Drive, to the east by Temescal Wash, to the south by Leroy Road and to the west by Interstate 15 in the unincorporated El Cerrito area of Riverside County. The proposed project area may be found within Township 4 South, Range 6 West, Sections 21 and 22 of the Lake Matthews and Corona South 7.5 Series Topographic Quadrangle maps.

**Project Description**

The Riverside County Flood Control and Water Conservation District proposes to construct, operate and maintain an underground storm drain system comprised of approximately 2,000 lineal feet of reinforced concrete pipe (RCP) ranging in size from 30 inches to 72 inches in diameter. The proposed project begins at the outlet within Temescal Creek. The concrete outlet structure is an impact type energy dissipater and will be located in an area of Temescal Creek that will be widened to create a "cove" area as part of this project. The corners of the "cove" area will be armored with buried rock riprap. From the outlet, the proposed project will transition into an underground RCP and traverse southwesterly to Foster Road via an unpaved road and an open field currently used for the cultivation of mint and watercress. The RCP will then head west within the existing Foster Road right-of-way to a connection with an existing culvert located west of Temescal Canyon Road. In addition, a lateral RCP will connect to the main RCP at the intersection of Foster Road and Temescal Canyon Road and will extend approximately 300 feet south in Temescal Canyon Road. The proposed storm drain system, once completed, will provide substantial flood protection to existing development at the intersection of Foster Road and Temescal Canyon Road.

This is to advise that the Riverside County Flood Control and Water Conservation District (Lead Agency) has approved the above described project on January 14, 2014 and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A Mitigation Monitoring Program was adopted for this project.

This is to certify that the Mitigated Negative Declaration is available to the General Public at: The Office of the Clerk of the Board, County Administrative Center, 4080 Lemon Street, Riverside, CA 92501.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature (Public Agency)

1/14/14  
\_\_\_\_\_  
Date

Date received for filing at OPR:

Authority cited: Sections 21083 and 21087, Public Resources Code.  
Reference: Sections 21000-21174, Public Resources Code.

*[Handwritten Signature]*  
\_\_\_\_\_  
Board Assistant

Title  
COUNTY CLERK  
Neg Declaration/Ntc Determination  
Filed per P.R.C. 21152  
POSTED

JAN 16 2014

Removed: 2.24.14  
By: \_\_\_\_\_ Dept.  
County of Riverside, State of California

Revised 2004

JAN 14 2014 114

STATE OF CALIFORNIA - THE RESOURCES AGENCY  
DEPARTMENT OF FISH AND GAME  
ENVIRONMENTAL FILING FEE CASH RECEIPT

RECEIVED  
FEB 26 2014

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
Receipt # 20140022

State Clearinghouse # (if applicable): \_\_\_\_\_

Lead Agency: RIVERSIDE COUNTY FLOOD CONTROL Date: 01/16/2014

County Agency of Filing: Riverside Document No: 20140022

Project Title: TEMESCAL CREEK - FOSTER ROAD STORM DRAIN, STAGE I

Project Applicant Name: RIVERSIDE COUNTY FLOOD CONTROL Phone Number: 951-955-1233

Project Applicant Address: 1995 MARKET STREET RIVERSIDE, CA 92501

Project Applicant: Local Public Agency

CHECK APPLICABLE FEES:

- |   |                |
|---|----------------|
| <input type="checkbox"/> Environmental Impact Report  | _____          |
| <input checked="" type="checkbox"/> Negative Declaration  | <u>2181.25</u> |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)     | _____          |
| <input type="checkbox"/> Project Subject to Certified Regulatory Programs                               | _____          |
| <input checked="" type="checkbox"/> County Administration Fee   | <u>\$50.00</u> |
| <input type="checkbox"/> Project that is exempt from fees (DFG No Effect Determination (Form Attached)) | _____          |
| <input type="checkbox"/> Project that is exempt from fees (Notice of Exemption)                         | _____          |
| <b>Total Received</b>   | <u>2231.25</u> |



Signature and title of person receiving payment: B. Kemmerer

Notes:



# Temescal Creek - Foster Rd

## Legend

-  Brown Canyon
-  Foster Rd SD

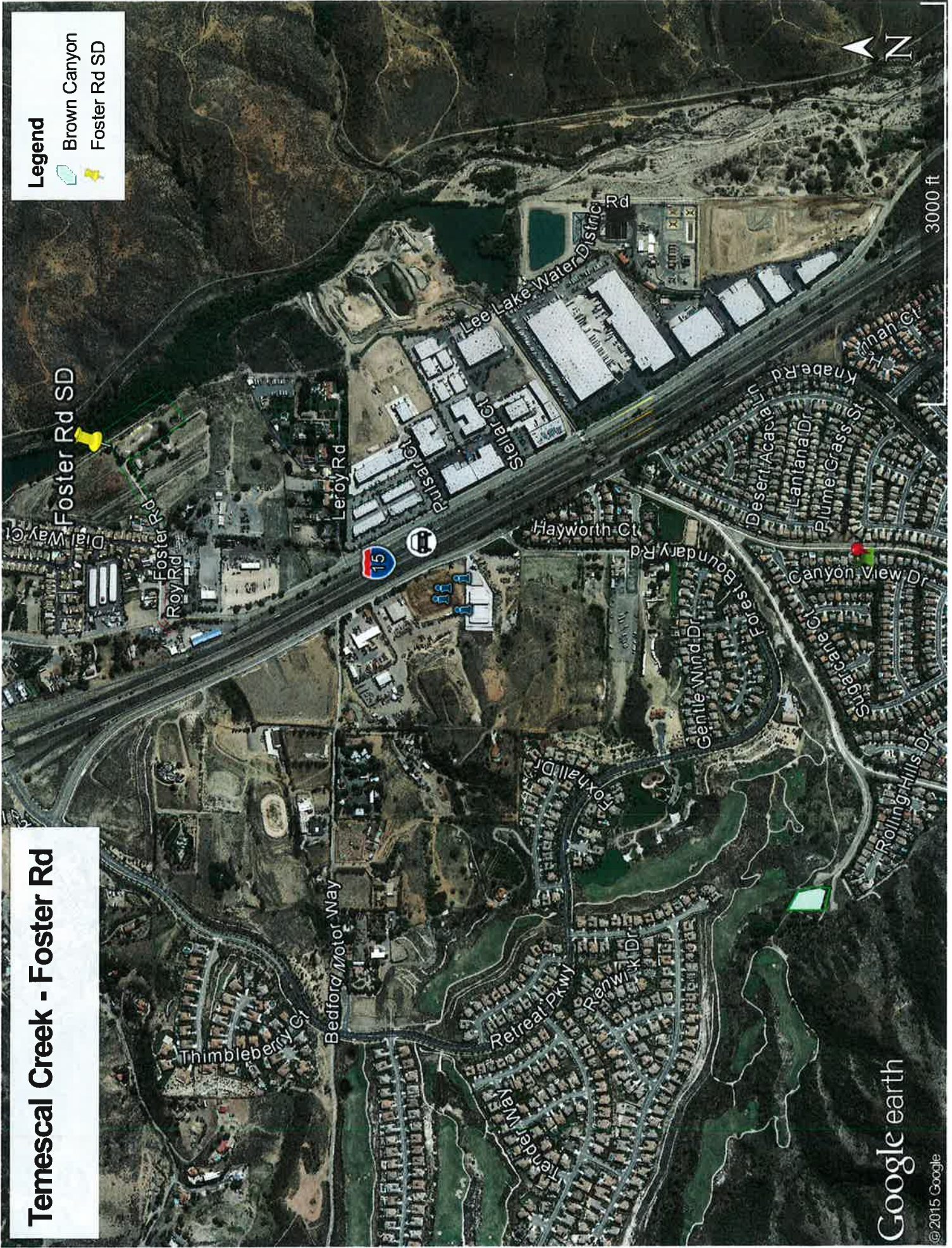




Exhibit "A"  
(Depiction of the Foster Road Conservation Easement)



Source: Esri, DigitalGlobe, GeoEye, Ikonos, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain  
2-0-000493  
Foster Road Conservation Easement (CE)**

Exhibit "A"

**Legend**




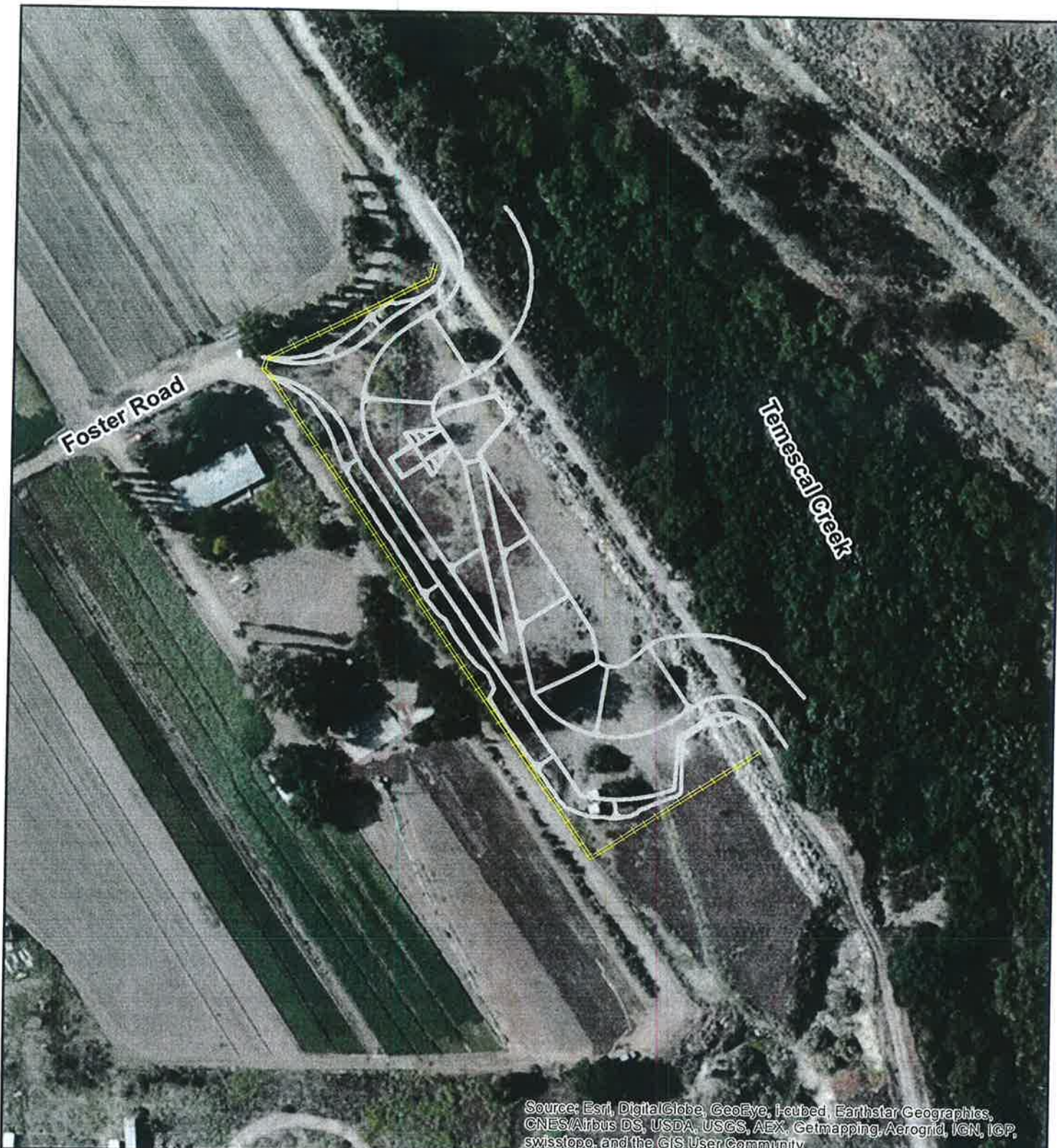
-  Creation Area Outside Existing CE (0.22 acres)
-  CE Area (1.04 acres)
-  Existing CE Boundary



Exhibit "B"  
(Fence and Signs)






Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain  
Project No. 2-0-0493  
Fence and Signs**

Exhibit B

**Legend**

 Fencing and Signs Location



NTS

Exhibit "C"  
(Depiction of the Brown Canyon Conservation Easement)





RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain  
Project No. 2-0-0493  
Brown Canyon Conservation Easement**

Exhibit C

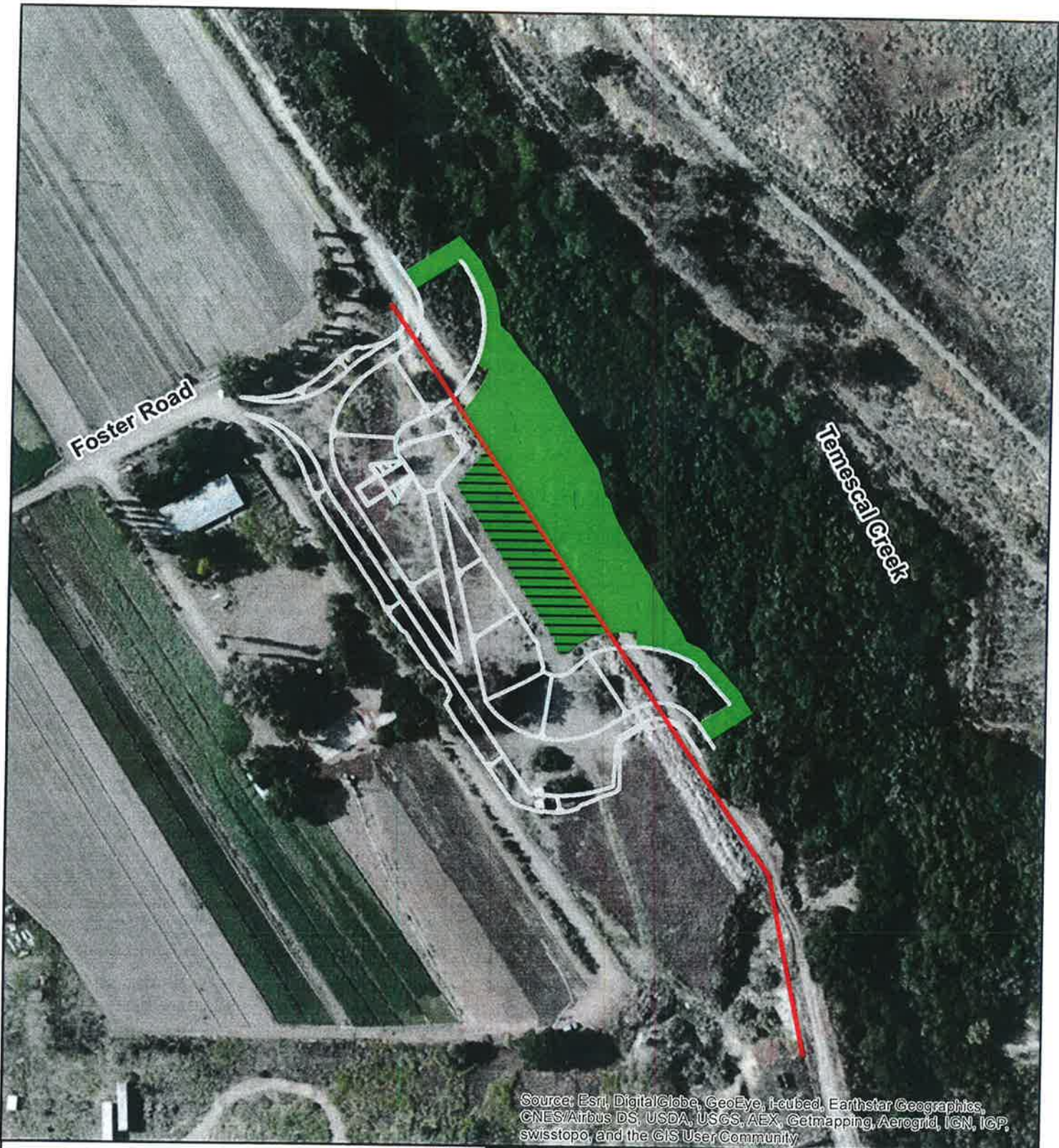
**Legend**

 Brown Canyon Conservation Easement (0.76 Acres)



Exhibit "D"  
(Depiction of the 0.85 Restoration and Establishment Area at the Foster Road mitigation site)









Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

**Temescal Creek - Foster Road Storm Drain Project No. 2-0-0493**

Exhibit D: Restoration and Establishment Area at the Foster Road Mitigation Site

**Legend**

-  Basin Outline
-  Existing Conservation Easement Line
-  Restoration/Creation Area (0.85 ac)
-  Area Outside Existing Conservation Easement (0.22 ac)

