

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



2393

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA)

SUBMITTAL DATE:
September 21, 2016

SUBJECT: Crestmore Heights Photovoltaic Renewable Energy Project – Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for Environmental Assessment Number EA201603I, Approval of the Project and Tribal Monitoring Agreement with Soboba Band of Luiseno Indians, District 2, [\$20,000], Energy Management 100%

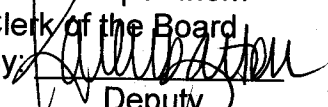
RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt the Mitigated Negative Declaration (MND) and the Mitigation Monitoring and Reporting Program (MMRP) for Environmental Assessment Number EA201603I, based on the findings incorporated in the Initial Study and the conclusion that the Crestmore Heights Photovoltaic Renewable Energy (Crestmore Photovoltaic) Project will not have a significant effect on the environment with implementation of the mitigation measures contained therein, and the MND reflects the Board's independent judgment and analysis;
2. Direct the Clerk of the Board to file the attached Notice of Determination (NOD) with the County Clerk for posting within five days of approval by the Board;
3. Approve the Crestmore Photovoltaic Project and authorize the use of Energy Management funds, including reimbursement to the Economic Development Agency (EDA) for incurred project expenses;
4. Approve the Tribal Monitoring Agreement between the County of Riverside (County) and the Soboba Band of Luiseno Indians (Soboba) for a not-to-exceed amount of \$20,000, associated with construction of the project and as part of the requirements of the MMRP, and authorize the Assistant County Executive Officer/EDA to execute and monitor the agreement on behalf of the County according to applicable Board policies;

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: October 25, 2016
xc: EDA

Keqia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: (Continued)

5. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the project, and are within the approved project budget; and

6. Authorize the Purchasing Department to execute the consultant services agreements in accordance with applicable Board policies.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 20,000	\$ 0	\$ 20,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Energy Management 100% (Previously approved 20-year lease-purchase agreement)			Budget Adjustment: No	
			For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On October 28, 2014, Item 9-1, the Board of Supervisors (Board) approved an Energy Services Agreement and Maintenance Services Agreement between the County and OpTerra Energy Services (OpTerra) (formerly known as Chevron Energy Solutions), to provide solar generating installation infrastructure on County sites within the territory of Southern California Edison (SCE). The electricity generated by the County solar system, when transferred to another county account, will be valued at the full retail price per kilowatt hour of the receiving account. Savings from electricity costs will occur on existing accounts and also avoid the costs of future SCE rate increases. One of the sites selected for the solar generating system is the Crestmore Heights Facility, located at 1500 Castellano Road in the City of Jurupa Valley. The Crestmore Photovoltaic project will consist of the construction and operation of a 4.05 Megawatt photovoltaic renewable energy facility on previously disturbed, County-owned land.

EDA prepared an Initial Study (IS) for the proposed Crestmore Photovoltaic project. In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000-21177) and State CEQA Guidelines Section 15063, an IS was prepared to determine if any potentially significant impacts upon the environment would result from construction and implementation of the project. The results of the analysis demonstrated that

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

the project would not have any significant impacts on the environment with the implementation of the mitigation measures identified in the IS/MND and MMRP. Pursuant to CEQA (Public

(Continued)

BACKGROUND:

Summary (Continued)

Resources Code Section 211081.6), the County is required to adopt a reporting and monitoring plan for the measures identified in the IS/MND to mitigate or avoid significant effects on the environment. The mitigation measures require tribal monitoring and procedures in the event of an accidental discovery, as well as the execution of a Tribal Monitoring Agreement which establishes procedures in the event of an accidental discovery to stipulate the provisions of tribal monitoring during construction of the project. The MMRP contained in the IS/MD presented to the Board for Adoption is designed to ensure compliance during project implementation.

On April 26, 2016, and in accordance with Assembly Bill 52, four tribes were notified about the Crestmore Photovoltaic project. Soboba responded that they wanted to pursue formal consultation. The initial consultation with Soboba took place on June 7, 2016 followed by additional consultations on August 1, and August 2, 2016 and concluded on August 22, 2016. As a result, Soboba recommended tribal monitoring during construction because of the potential presence of tribal cultural resources in the area and the potential for accidental discoveries. Mitigation measures were developed in coordination with the tribes to address concerns related to the accidental discovery of cultural resources. Compliance with these mitigation measures will ensure potential impacts from inadvertent discoveries remain at a less-than-significant level. The attached Tribal Monitoring Agreement is in accordance with the adopted mitigation measures for the project, and will compensate Soboba for ongoing tribal monitoring during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the project development.

Impact on Citizens and Businesses

Subsequent to formal Assembly Bill 52, California Native American Tribal Government Consultation, EDA prepared and circulated the IS/MND for the mandated 20-day public review and comment period from August 27, 2016 to September 15, 2016. Pursuant to State CEQA Guidelines Section 15074, the County will consider all comments received during the review period prior to adoption of the IS/MND.

(Continued)

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

Impact on Citizens and Businesses (Continued)

In accordance with CEQA (Public Resources Code Sections 21000 - 21177), the IS has been prepared to determine potentially significant impacts upon the environment resulting from the development of the proposed project. Tribal monitoring fulfills County requirements under Section 106 of the National Historic Preservation Act, AB 52, and the MMRP adopted for the project. Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures identified for the project have been made to reduce effects to less than significant as described in this document.

Additional Fiscal Information:

On October 28, 2014, Item 9-1, the Board approved the Energy Conservation Program (Energy CP) project budget in the amount \$54,603,300 which is 100% funded by Energy Management. The Crestmore Photovoltaic project is part of the Energy CP, therefore the project will be fully funded by Energy Management; thus no department budget adjustment is required at this time.

Attachments:

Initial Study/Mitigated Negative Declaration

Mitigation Monitoring and Reporting Program

Notice of Determination

Cultural Resource Monitoring Agreement with Soboba Band of Luiseno Indians

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

RF:JV:VC:SP:JP:MS:tv FM06720007796 2393 - 13363
S:\Project Management Office\FORM 11'S\Form 11's in Process\13363 - 2393_D4 - 007796 - Crestmore Photovoltaic Energy
Project_CEQA_Tribal Agr_102516.docx

SOBOBA BAND OF LUISEÑO INDIANS

P.O. BOX 487, SAN JACINTO, CA 92581

CULTURAL RESOURCE MONITORING AGREEMENT

This CULTURAL RESOURCE MONITORING AGREEMENT ("Agreement") is made and entered into as of October 25, 2016, by and between SOBOBA BAND OF LUISEÑO INDIANS, a federally recognized Indian tribe ("Soboba Band") and Riverside County ("County") (Soboba Band and County are sometimes referred to individually as a "Party," and collectively as the "Parties").

RECITALS

A. Subject Matter: This Agreement concerns a Project located within the City/County of (Jurupa Valley/Riverside County) owned by County, commonly referred to as the Crestmore Heights Photovoltaic Renewable Energy Project (hereinafter referred to as the "Project") and as more particularly described in Attachment I to this Agreement. The County also shall be referred to herein as the "Lead Agency."

B. Purpose: The purpose of this Agreement is to formalize procedures for tribal monitoring of the Soboba band of Luiseno Indians during Ground disturbing activities.

NOW, THEREFORE, the parties mutually agrees as follows:

1. The description of work. Description of work for monitors for the grading and ground disturbing operations at the Project site is provided in Attachment II to this Agreement and incorporated herein by this reference. Section I of Attachment II specifies the duties and responsibilities of the identified tribal monitoring crew and other specified parties. Section II of Attachment II identifies the geographical area over which the tribal monitoring crew shall oversee, and Sections III and IV of Attachment II specifies the direct compensation of the tribal monitoring crew by County.

2. Limitation on Scope. This Agreement is unique to the Project only and does not set a precedent for other projects.


3. Counterparts. This Agreement may be signed in two or more counterparts and shall be effective when all the Parties and signatories have affixed their signatures to two or more of the counterparts and the counterparts have been delivered to all Parties, at which time the counterparts together will be deemed one original document.

4. Incorporation of Attachments. Attachment I identifying the Project site, Attachment II setting forth the description of work for the monitors, and Attachment III regarding insurance requirements, are attached hereto and incorporated by this reference.

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

Date: September____, 2016

SOBOBA BAND OF LUISEÑO INDIANS


By: Scott Cozart, Chairman
Soboba Band of Luiseño Indians

Date: October____, 2016

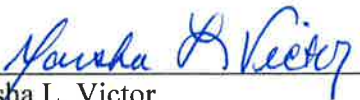
COUNTY 
By: Robert Field
Assistant County Executive Officer/EDA

ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD

By: 
Deputy

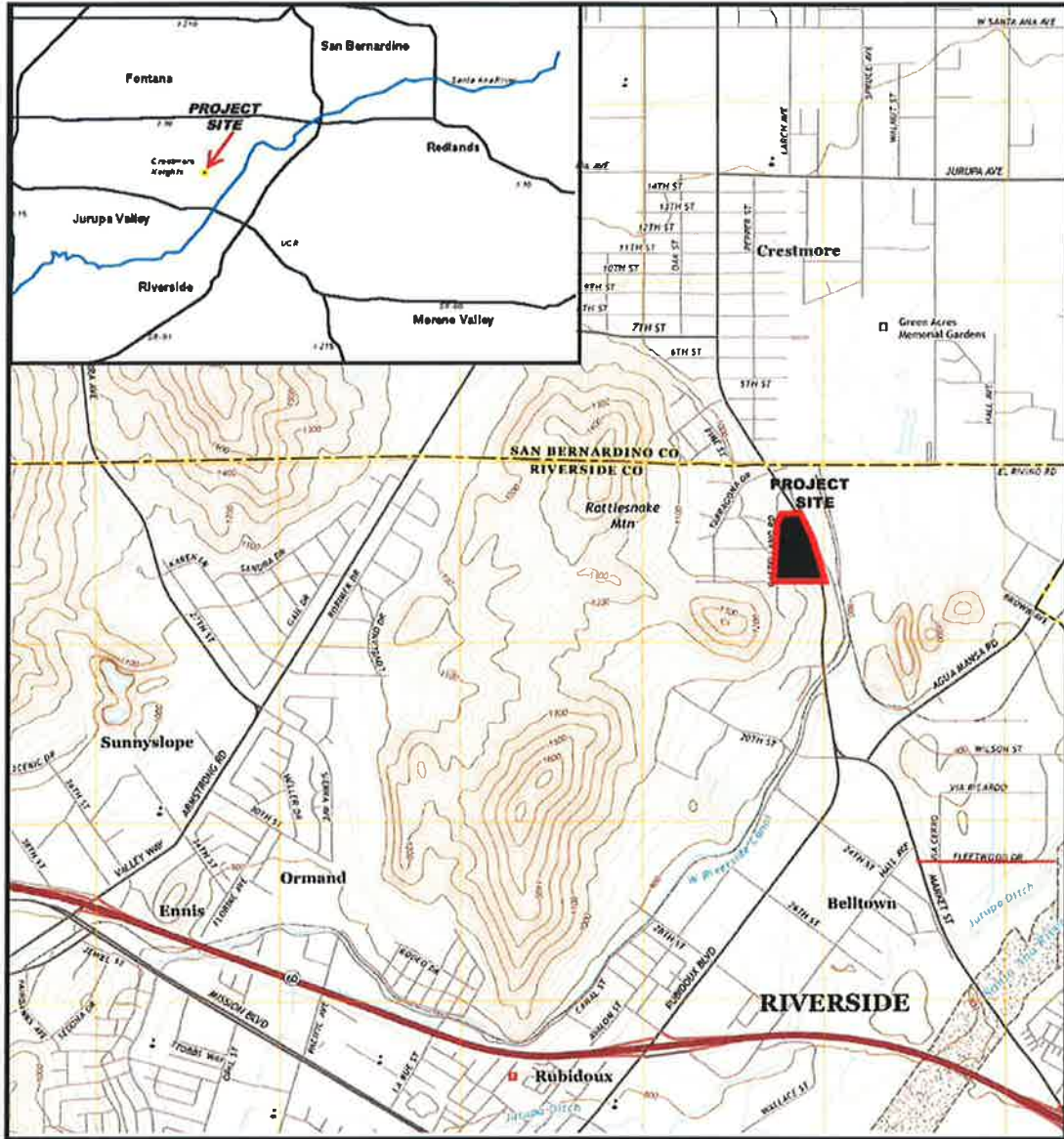
Dated: OCT 25 2016

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, COUNTY COUNSEL

By: 
Marsha L. Victor
Chief Deputy County Counsel

Dated: 10/11/16

ATTACHMENT I



LEGEND
 Project Location

FIGURE 1
 **FEET**


Attachment II

NATIVE AMERICAN MONITORING OF GRADING AND GROUND DISTURBING ACTIVITIES

I. Specifications

Given the nature and sensitivity of the archaeological sites and cultural resources that are in or may be within the Project area, the Soboba Band of Luiseno Indians shall provide the tribal monitoring, consultation and facilitation for this project during the archeological investigations, and all ground disturbing activities for the Project. Tribal monitors will work in concert with the archaeologists hired by the County and project engineers. The Native American monitors or project archaeologists will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that all surface and subsurface artifacts of significance shall be collected and mapped during this operation following standard archaeological practices.

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

Procedures followed with regard to handling of cultural items or features will follow the California Public Resources Code Section 5097.5 et. seq.

II. Project to be Monitored

Monitoring shall encompass the area known as Crestmore Heights Photovoltaic Renewable Energy Project as indicated in Recital A and Attachment I of this Agreement, and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and groundbreaking activities occurring in conjunction with the development of the Project.

III. Project Crew Size

The parties to this Agreement project the need for a tribal monitoring crew initially consisting of one (1) person. If the scope of the work changes (e.g. inadvertent discoveries of cultural resources or simultaneous grading to require additional monitors, the County agrees to come to a reasonable agreement with the Soboba Band regarding compensation of the originally agreed

upon crew (1) tribal monitors. The compensation rate shall be made directly from the County to the Soboba Band of Luiseno Indians.

IV. Compensation

The Soboba Band shall provide the tribal monitoring crew for this project and be responsible for coordinating the tribal monitors' activities on this Project. The Soboba Band recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the safety of the tribal monitoring crew while the crew remains on the Project site. The Soboba Band possesses full coverage liability insurance for the tribal monitors as set forth in Attachment III

The County shall compensate the monitors for a not-to-exceed fee of \$20,000. The not-to-exceed total is based on the anticipated costs of one Soboba Tribal Monitor monitoring every other week, beginning with the first week, throughout the excavation of undisturbed soil during construction. In the event that a significant archaeological discovery is encountered or the grading and excavation construction period is lengthened beyond 45 days, additional funding would likely be required to comply with the Mitigation Monitoring and Reporting Program and the California Environmental Quality Act. The amount of additional funding required to comply with the Mitigation Monitoring and Reporting Program and the California Environmental Quality Act would subsequently be sent to the County Board of Supervisors for approval as an amendment to this Agreement. The County shall compensate the Tribal monitors at the rate of \$75.00 per hour. The compensation rate shall include all mileage costs associated with travel to the project site. This compensation rate shall remain in effect for the duration of the monitoring period and will not be adjusted for inflation.

The County shall directly compensate the Soboba Band for invoices, which Soboba Band shall submit to the County on a monthly basis. The County agrees to remit payment within 30 business days of receiving invoices sent to the following address:

Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

The hourly rate set forth above will not be applicable to travel time to and from the Project site. A minimum two (2) hour charge (show up time) will be applied for cancellation of scheduled grading, groundbreaking, excavation, and ground-disturbing activities without at least twelve (12) hours of advanced notification to tribal monitoring personnel. Overtime rates of time and a half (\$90 per hour) of the quoted rate apply for "after hours" work. For purposes of this Agreement, "after hours work" is defined as onsite services

performed beyond an eight hour day from start of construction and work hours generated beyond the normal 40 hour work week.

ATTACHMENT III

INSURANCE REQUIREMENTS

A. Workers Compensation (if applicable)

The Soboba Band shall furnish the County with a certificate of workers compensation insurance indicating compliance with a worker's compensation program and employer's liability insurance with a minimum of \$1,000,000.00 for injury, death, or disease to any employee.

B. General Liability and Automobile Liability Coverages

The Soboba Band shall, at its own expense, maintain during the performance of this contract professional liability, general liability, and auto liability insurance of the coverage and amount provided below:

1. Automobile Liability Insurance shall include coverage for bodily injury and property damage for owned (if any), hired, and non-owned vehicles and shall be not less than \$1,000,000.00 combined limit for any one occurrence.
2. Comprehensive or Commercial General Liability Insurance shall include coverage for bodily injury, property damage, and personal injury for premises operations, products/completed operation, and contractual liability. The amount of the insurance shall not be less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the aggregate.

C. Additional Insurance Provisions

Comprehensive or Commercial General Liability Insurance shall include an endorsement adding County as additional insured regarding work performed by the Soboba Band, contain a severability of interest clause, and provide that County shall not incur liability to the insurance carrier for payment of premium.



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

10/25/16
Date

ED A Ahz
Initial

Notice of Determination

To:

Office of Planning and Research
For U.S Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth St.
Sacramento, CA 95814

From:

Public
Agency: Riverside County
Address: 3403 10th Street, 4th Floor
Riverside, CA 92501
Contact: Mike Sullivan
Phone: (951) 955-8009

County Clerk

Riverside County -
County of: (County Clerk Office)
Address: 2720 Gateway Drive
Riverside, CA 92507

Lead Agency (if different from above):

Address: _____
Contact: _____
Phone: _____

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): _____

Project Title: Crestmore Heights Photovoltaic Renewable Energy Project (Initial Study: RIVCO/CEQA 201603I)

Project Location: The proposed Project is located at 1500 Castellano Drive in the city of Jurupa Valley, on approximately 50 acres of County-owned property bordered by Rubidoux Boulevard on the east and north, and Castellano Drive on the west and south. The block is occupied by a building and parking lot in the southwest portion of the property providing services for the Riverside County Administration of Justice. Specifically, the Project site would occupy approximately 16.1 acres on the County-owned property. The project is located within the Fontana Quadrangle at Latitude 34° 01' 45" North and Longitude 117° 23' 32" West.

Project Description:

The project entails the construction and operation of a ground-mounted photovoltaic system on land that contains a limited number of trees and vegetation, and minimal ground disturbance would be required for the placement of equipment. The photovoltaic system will consist of three possible arrays, each containing multiple photovoltaic panels at a maximum height of less than eight feet, which would be individually attached to ground mounted poles, which would extend approximately eight feet below the ground surface. The arrays will be located to avoid an existing utility easement that runs through the site. The utility easement will also provide access to the system for construction, maintenance, or repairs. The precise quantity, installation and arrangement of the inverter system to capture and distribute the photovoltaic energy will be determined during final engineering. Trenching and/or directional boring may be used to run conduit below ground between arrays, the inverter(s) and point of utility connections. The photovoltaic system will be connected to the existing building electrical infrastructure at a location to maximize electrical efficiency and minimize trenching and/or directional boring. Construction of the proposed Project is anticipated to last six months. The proposed Project would provide renewable energy at the existing facility and would not require additional staff, for the operation of the site. The Project would also involve some utility alterations to provide service to the existing building/distribution infrastructure.

This is to advise that the Riverside County Board of Supervisors approved the above project on

Lead agency or Responsible Agency

10/25/16
(Date)

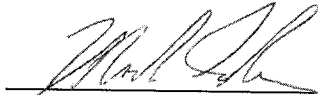
and has made the following determinations regarding the above described project:

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report and Addendum was prepared for this project pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was was not adopted for this project.
5. A statement of Overriding Considerations was was not adopted for this project.
6. Findings were were not made pursuant to the provisions of CEQA.

This is to certify that the Final Initial Study with comments and responses and record of project approval, and/or the Mitigated Negative Declaration, is available to the General Public at:

County of Riverside
Economic Development Agency
3403 10th Street, 4th Floor
Riverside, CA 92501

Signature:



Title: Senior Environmental Planner

Date: 9/22/16

Date received for filing at OPR: N/A

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

**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: Wirt Shellman

Address: 6018 Andalusia Ave
(only if follow-up mail response requested)

City: Riv **Zip:** 92509

Phone #: 951-454-8809

Date: 10-25-16 **Agenda #** 3.8

PLEASE STATE YOUR POSITION BELOW:

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

 Support X Oppose X 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: _____

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.