

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



ITEM
3.21
(ID # 6272)

MEETING DATE:

Tuesday, March 13, 2018

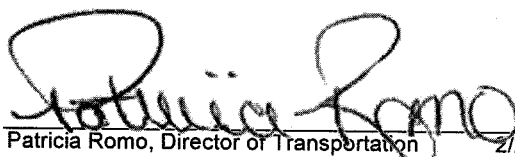
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY-TRANSPORTATION:
Approval of the Funding Agreement with the Riverside Corona Resource Conservation District (a governmental special district), 2nd District, [\$48,300]; Mira Loma Road & Bridge Benefit District (100%)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find nothing further is required pursuant to the California Environmental Quality Act (CEQA) because all potentially significant effects on the environment have been adequately analyzed in the previously adopted Mitigated Negative Declaration/ Initial Study for the Interstate 15/Limonite Avenue Interchange Improvements Project, for which Responsible Agency Findings were made by the Board on June 21, 2016, Minute Order 3.71; and pursuant to applicable legal standards, such that potential impacts have been avoided or mitigated pursuant to that earlier Mitigated Negative Declaration, and none of the conditions described in State CEQA Guidelines Section 15162 exist based on the findings and conclusions set forth herein;
2. Approve the Funding Agreement between the County of Riverside and the Riverside Corona Resource Conservation District to meet requirements of the California Department of Fish and Wild (CDFW) Operation of Law Letter for the Interstate 15/Limonite Avenue Interchange Improvements Project; and
3. Authorize the Chairman of the Board to execute the same on behalf of the County.

ACTION: Consent


Patricia Romo, Director of Transportation 2/21/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: March 13, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$48,300	0	\$ 48,300	0
NET COUNTY COST	0	0	0	0
SOURCE OF FUNDS: Mira Loma Road & Bridge Benefit District (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department proposes to replace the existing interchange with a realigned partial cloverleaf configuration and a wider bridge structure at Interstate 15 (I-15) and Limonite Avenue in order to reduce operational deficiencies. The proposed project is known as the I-15/Limonite Avenue Interchange Improvements Project. The existing I-15/Limonite Avenue interchange is a diamond-style interchange which no longer meets traffic demands. The Project would widen the existing northbound and southbound on- and off-ramps, widen Limonite Avenue to three lanes in each direction through the interchange and replace the existing Limonite Avenue Overcrossing structure, as well as construct loop on-ramps in the southeast and northwest quadrants.

In order to address environmental impacts to streambeds within the project footprint; on September 15, 2016, the California Department of Fish and Wildlife Service (CDFW) issued the *Operation of Law letter ("Op Law Letter")* known as the *Notification of Lake Streambed Alteration No. 1600-2016-0115-R6 for the Interstate 15-Limonite Avenue Interchange Improvements Project*. The Op Law letter requires that the County of Riverside Transportation Department execute a Funding Agreement with Riverside Corona Resource Conservation District for the purchase of 0.21 acres of streambed enhancement or restoration credits.

The Funding Agreement between the County of Riverside and the Riverside Corona Resource Conservation District provides for the purchase of 0.21 acres of enhancement credit (mitigation credit) for the amount of \$ 48,300. This agreement satisfies Fish and Wildlife Service requirement to mitigate for streambed alteration

Project No: A3-0393

Environmental Impacts

On June 21, 2016 (Agenda Item 3.71), the Board of Supervisors adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Project

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

based on the findings in the Project's Initial Study, with the conclusion that the Project will not have a significant effect on the environment. The Notice of Determination was posted with the Riverside County Clerk's Office on June 22, 2016 (E-201600680) and terminated posting on July 29, 2016. The Initial Study/MND discussed the purchase of mitigation bank credits through the Riverside Corona Resources Conservation District in-lieu-fee program for less than significant impacts to jurisdictional waters. This Funding Agreement between the County of Riverside and the Riverside Corona Resource Conservation District addresses this mitigation related to jurisdictional waters. Additionally, since the adoption of the Project's MND in 2016 there have been no changes to the Project or its circumstances. Therefore, no further environmental documentation is required for the approval of the Funding Agreement pursuant to State CEQA Guidelines Section 15162. The Funding Agreement approved in compliance with the Op Law letter dated September 15, 2016 will provide the County with 0.21 acres of enhancement credits as described in the Op Law letter in which CDFW authorized the County to proceed with the Project.

Impact on Residents and Businesses

The proposed I-15/Limonite Avenue Interchange Improvements Project will reduce traffic congestion and improve overall traffic flow within the interchange and along the I-15 corridor for the current and future residents and businesses within the project region.

SUPPLEMENTAL

Additional Fiscal Information

The funding for the restoration credit, in the amount of \$48,300, will be funded with Mira Loma Road and Bridge Benefit District funds. No net County Cost will be used.

Contract History and Price Reasonableness

In order for the I-15/Limonite Avenue Interchange Improvements Project to be constructed, the Department is required by law, to mitigate the Project's impacts to 0.21 acres of CDFW habitat (CDFW). The Funding Agreement will allow the County to pay for the lower cost enhancement mitigation credits versus the higher cost restoration credits. The executed Funding Agreement will ensure the County of Riverside Transportation Department meets its regularity requirement, in order for the I-15/Limonite Avenue Interchange Improvements Project be to be constructed with appropriated funds.

ATTACHMENTS

Funding Agreement with Exhibit A

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

Figure 1: Regional Vicinity Map –Interstate 15/Limonite Avenue Interchange Improvements
Project Water Impacts Map



Gregory V. Priamos, Director County Counsel 3/1/2018

Source: USA Topo Map, Dorian Engineering 4/22/2016, Created By: danyind



CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

FUNDING AGREEMENT

This Funding Agreement ("Agreement") is entered into by and between the County of Riverside (the "County"), and the Riverside-Corona Resource Conservation District, a governmental special district having offices at 4500 Glenwood Drive, Building A, Riverside, CA 92501 ("RCRCD") (together, the "Parties"). The County and RCRCD are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the County proposes work within an unnamed concrete-lined drainage, tributary to the Santa Ana River ("Project"), located at the Interstate 15 ("I-15") at Limonite Avenue, and extending approximately 700 feet west of the intersection of the I-15 northbound onramp in the cities of Eastvale and Jurupa Valley, County of Riverside, California ("Project Site");

B. WHEREAS, the Project will facilitate and include: widening the existing northbound and southbound on- and off-ramps to three lanes with California Highway Patrol enforcement areas and maintenance pads; widen Limonite Avenue to three lanes in each direction through the interchange area; and replace the Limonite Avenue overcrossing with a two-span cast-in-place pre-stressed concrete box girder bridge;

C. WHEREAS, the Project will impact 0.21 acres of habitat subject to the jurisdiction of the California Department of Fish and Wildlife (the "Department") as depicted in the map attached in Exhibit "A;"

D. WHEREAS, an Operation of Law letter dated September 15, 2016 ("OpLaw Letter") for the Project was received by the County from the Department in response to the Notification of Lake or Streambed Alteration No. 1600-2016-0115-R6 ("Notification") and is attached hereto as Exhibit "A;"

E. WHEREAS, in the OpLaw Letter the Department authorized the County to proceed with the Project as described in the Notification, provided that the County purchase 0.21 acres of enhancement or restoration credits from RCRCD;

F. WHEREAS, RCRCD is willing to provide the County with 0.21 acres of enhancement credits subject to the terms of this Agreement ("Mitigation"). The Mitigation does not include other avoidance and minimization measures described in the OpLaw Letter with which the County must separately comply. The OpLaw Letter and the Notification are collectively referred to herein as the "Permit;"

G. 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 pursuant to Public Resources Code section 9151 et seq.;

MAR 13 2018

3.21

2018-4-139486

H. WHEREAS, RCRCDD may accept grants of money to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 et seq.; and

I. WHEREAS, the Parties wish to enter into this Agreement to document the purchase by the County of Mitigation from RCRCDD.

NOW, THEREFORE, the County and RCRCDD do hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Payment. The County shall pay FORTY EIGHT THOUSAND THREE HUNDRED AND NO/100'S DOLLARS (\$48,300.00) to RCRCDD prior to or at the time of execution of this Agreement ("Payment"). This Agreement is needed to satisfy the Department's documentation requirements.
3. Mitigation. In consideration of the Payment, RCRCDD agrees to provide Mitigation in fulfillment of the Permit, as described above in Recital F.
4. Mitigation Responsibility. The Parties explicitly agree that any mitigation for activities of the County not covered by this Agreement, including but not limited to any requirements set forth in the OpLaw Letter that are not specifically agreed to be conducted by RCRCDD under this Agreement; or other changes in mitigation related to the Project, remain solely and entirely the responsibility of the County. The County agrees that RCRCDD shall not be responsible to conduct services except for those outlined in Section 3 above, even if the Department and/or any other regulatory agency later modify their respective mitigation requirements.
5. Term. This Agreement is considered to be fulfilled and completed by the County upon RCRCDD's receipt of the Payment.
6. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

To RCRCDD at:
Riverside-Corona Resource
Conservation District (RCRCDD)
4500 Glenwood Drive, Building A
Riverside, CA 92501
Attn: District Manager

To the County at:
Russell Williams
Riverside County Transportation Department
3525 14th Street
Riverside, California 92502
Telephone: (951) 955-1505

Phone: (951) 683-7691
Fax: (951) 683-3814

Any party may change the address to which such notices or other communications may be sent by giving the other Parties written notice of such change.


7. Authority to Enter Agreement. 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.
8. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.
9. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
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.
12. No Waiver. Failure of RCRCDC to insist 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.
13. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
14. 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.
15. Counterparts. 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 instrument.

[SIGNATURE PAGE TO FOLLOW]


SIGNATURE PAGE TO FUNDING AGREEMENT BETWEEN RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT AND THE COUNTY OF RIVERSIDE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

MAR 13 2018
Date


Chuck Washington,
Chairman, Board of Supervisors
The County of Riverside

4/17/18
Date


Alfred Bonnett
President of the Board of Directors
Riverside-Corona Resource Conservation District

ATTEST:
KECIA HARPER-IHEM, Clerk
By  DEPUTY

FORM APPROVED COUNTY COUNSEL
BY  3/28/18
KRISTINE BELL-VALDEZ DATE

EXHIBIT A



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd., Suite C220
Ontario, CA 91764
909-484-0167
www.wildlife.ca.gov

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



September 15, 2016

Russell Williams
Riverside County Transportation Department
3525 14th Street
Riverside, CA 92501

Subject: Notification of Lake or Streambed Alteration No. 1600-2016-0115-R6
Interstate 15/Limonite Avenue Interchange Improvements Project

Dear Mr. Williams:

The California Department of Fish and Wildlife (Department) had until September 13, 2016 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received by the Department in writing prior to September 14, 2016. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Your notification proposes work within an unnamed concrete-lined drainage, tributary to the Santa Ana River, located at the Interstate 15 (I-15) at Limonite Avenue, and extending approximately 700 feet west of the intersection of the I-15 northbound onramp, in the Cities of Eastvale and Jurupa Valley, County of Riverside, California. Your project includes: widening the existing northbound and southbound on- and off-ramps to three lanes with California Highway Patrol enforcement areas and maintenance pads; widen Limonite Avenue to three lanes in each direction through the interchange area; and replace the Limonite Avenue overcrossing with a two-span cast-in-place pre-stressed concrete box girder bridge. Your project results in up to 0.21 acre in areas subject to CDFW jurisdiction. You have proposed the following avoidance and minimization measures during project construction: sediment control and water pollution

Conserving California's Wildlife Since 1870

Russell Williams
September 15, 2016
Page 2 of 2

and control measures, as described in WQs 1-4 and BIO-3 in the Project notification; MSHCP Construction Guidelines as described in BIO-2 of the Project notification; preconstruction bat surveys as described in BIO-1 of the Project notification; and preconstruction nesting bird and burrowing owl surveys to be conducted over the entirety of the buffered project impact area prior to initiating ground-disturbing activities as described in BIO-1 and BIO-4 of the Project notification. You have proposed to mitigate project impacts by providing sufficient funds to the Riverside-Corona Resource Conservation District for 0.21 acre of streambed enhancement or restoration. Your project term ends on September 12, 2021.

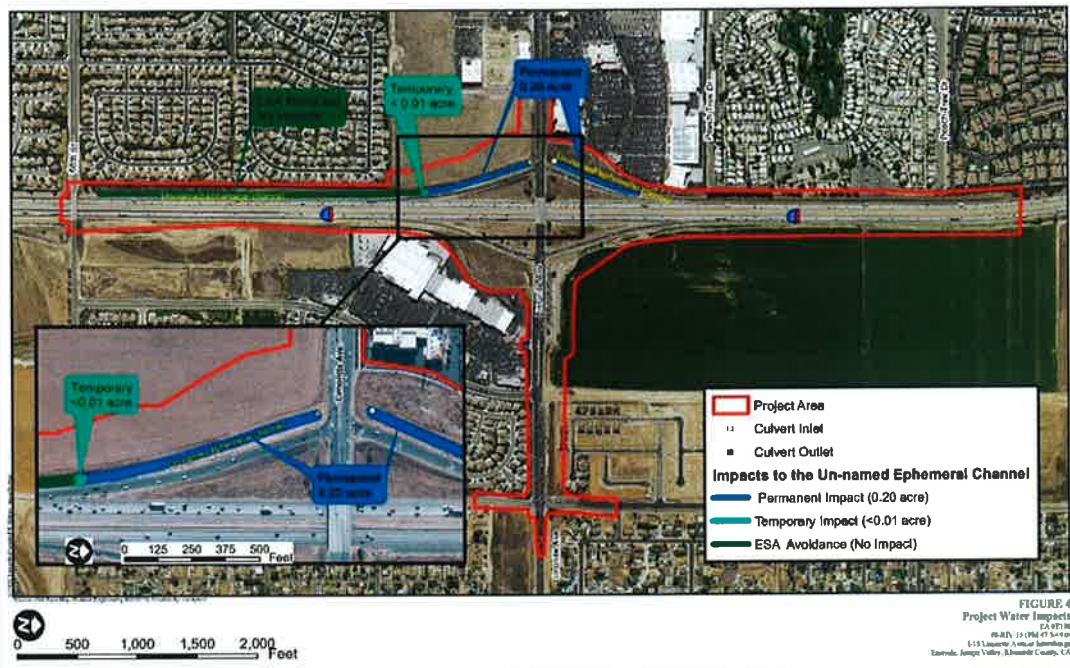
Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Claire Ingel at (909) 484-3979 or at claire.ingel@wildlife.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Ingel', with a small 'for' written below it.

Jeff Brandt
Senior Environmental Scientist



**Riverside-Corona Resource
Conservation District**

4500 Glenwood Drive, #A
Riverside, CA 92501
Phone: 951-683-7691
Fax: 951-683-3814
Email: RCRCD@RCRCD.COM

RECEIPT

The following number must appear on all related correspondence:
PROJECT NUMBER: 18-04-17

TO: Marcia Frances Rose
Riverside County Transportation
And Land Management Agency
3525 14th Street
Riverside, CA 92501

For: I15/Limonite Ave Improvement Project
Purchase

EIN: 33-0071697

INV. DATE	REQUISITIONER	PROJECT	LOCATION	F.O.B. POINT	TERM
4-17-18	Marcia Frances Rose	I15/Limonite Ave	Riverside County	N/A	

QTY	UNIT	DESCRIPTION		TOTAL
		Receipt of Check #0503655284, in the amount of \$48,300 for purchase of 0.21 enhancement credits from the Riverside-Corona RCD for CDFW-1600-2016-0115-R6	230,000	\$48,300
SUB-TOTAL				\$48,300.00

Paid by Check # 0503655284

TOTAL DUE \$0.00

THANK YOU FOR YOUR SUPPORT

Please make check payable to Riverside-Corona Resource Conservation District

Check Date: 03/19/2018

Check No. 0503655284

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Paid Amount
6272	3/19/2018	00423810	48,300.00	0.00	48,300.00

I-15 / LIMONITE AVENUE INTERCHANGE IMPROVEMENT PROJECT

Vendor Number:	Name		Discounts	Business Unit
0000002227	Riverside-Corona Resource Conservation		\$0.00	TLARC
DBF Customer #	Payment Handling Code	Gross Amount	Discounts Taken	Paid Amount
	OH	\$48,300.00		\$48,300.00

DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOCK & KEY ICONS FADE WHEN WARMED AND YOU CAN SEE CONNECTING DIAMONDS IN A DUAL-TONE TRUE WATERMARK WHEN HELD TO THE LIGHT

County Vendor Warrant
Clearing Fund

Riverside County Treasurer of Riverside, California

0503655284

Void 6 Months from Date Issued

UNION BANK
Government Services Division

11-49/1210

Date 03/19/2018

Pay Amount \$48,300.00***

Pay ****FORTY-EIGHT THOUSAND THREE HUNDRED AND XX / 100 DOLLAR****

To The Order Of

RIVERSIDE-CORONA RESOURCE CONSERVATION
District
4500 Glenwood Drive #A
Riverside, CA 92501

County Auditor-Controller

⑈0503655284⑈ ⑆121000497⑆ 2740018313⑈

THIS CHECK CLEARS THROUGH POSITIVE PAY
PAYEE NAME ON FILE AT THE BANK