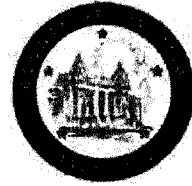


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.39
(ID # 11558)

MEETING DATE:
Tuesday, February 11, 2020


FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT: Approval of the Cultural Resources Monitoring Agreement
between the County of Riverside and the Soboba Band of Luiseño Indians;
Approval of the Cultural Resources Treatment and Tribal Monitoring Agreement
between the County of Riverside and the Pechanga Band of Luiseño Indians; for
the Salt Creek Trail Project, in the Cities of Menifee and Hemet. Districts 3 and 5.
[\$103,000 Total - 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cultural Resources Monitoring Agreement between the County of Riverside and the Soboba Band of Luiseño Indians for the Salt Creek Trail Project;
2. Approve the Cultural Resources Treatment and Tribal Monitoring Agreement between the County of Riverside and the Pechanga Band of Luiseño Indians for the Salt Creek Trail Project; and
3. Authorize the Chairman of the Board to execute the same.


ACTION: Policy


Patricia Romo, Director of Transportation 12/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 11, 2020
xc: Transp.

Kecia R. Harper
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	\$103,000	\$ 0	\$103, 000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal - Congestion Mitigation and Air Quality (CMAQ) (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Salt Creek Trail Project (Project) was awarded for construction on December 17, 2019 (Agenda Item 3.51), by the Board of Supervisors and construction is expected to begin February 2020. The Project proposes construction of approximately 5.2 miles of hard surface bike path adjacent to a soft surface walking path. The western segment of the Project consists of 4.3 miles of trail within the City of Menifee and is located along the north side of the Salt Creek flood control channel from Goetz Road to Antelope Road. The eastern segment of the Project consist of 0.9 mile of trail within the City of Hemet and is located in the vicinity of the Salt Creek drainage course, specifically along the north side of Domenigoni Parkway from Sanderson Avenue to Searl Parkway.

Environmental documentation for the Project has been completed in accordance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). The documentation under NEPA includes a Categorical Exclusion and Environmental Commitments Records. The documentation under CEQA includes a Mitigated Negative Declaration (MND) and a Mitigation Monitoring & Reporting Program (MMRP). The MND and the MMRP were approved by the Board of Supervisors on November 14, 2017, Agenda Item 3-25.

The MND requires the County of Riverside Transportation Department (Transportation Department) to implement a series of mitigation measures to reduce the Project's impact on tribal cultural resources to less than significant. The mitigation measures are documented in the MMRP and include the Tribal Cultural Resource 1 measure, which details the Pechanga Band of Luiseño Indians (Pechanga Tribe) request for Native American monitoring. Tribal Cultural Resource 2 measure, details the Soboba Band of Luiseno Indians (Soboba Tribe) request that Native American monitors be present during ground disturbing activities associated with construction of the western and eastern trail segments. The request for Native American monitoring is consistent with the MND and the MMRP.

The attached Tribal Monitoring Agreements (Agreements) sets forth the terms that the Native American monitoring will be performed by both the Soboba and Pechanga Tribe and be

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

reimbursed by the County of Riverside. The Agreements are an implementing action in furtherance of the MMRP. The Native American monitoring will be documented in the MMRP as required by the CEQA Section 15097.

County Counsel has approved the Agreements as to form.

Project No. C5-0068

Impact on Residents and Businesses

Fulfillment of the mitigation measures required by the MND completes an environmental commitment to adequately address tribal cultural resources impacted by the Project.

Additional Fiscal Information

The cost of the Native American construction monitoring activities will be funded through the federal Congestion Mitigation and Air Quality funds for the Project.

ATTACHMENTS:

- Location Map
- Agreement - Soboba Tribe
- Agreement - Pechanga Tribe



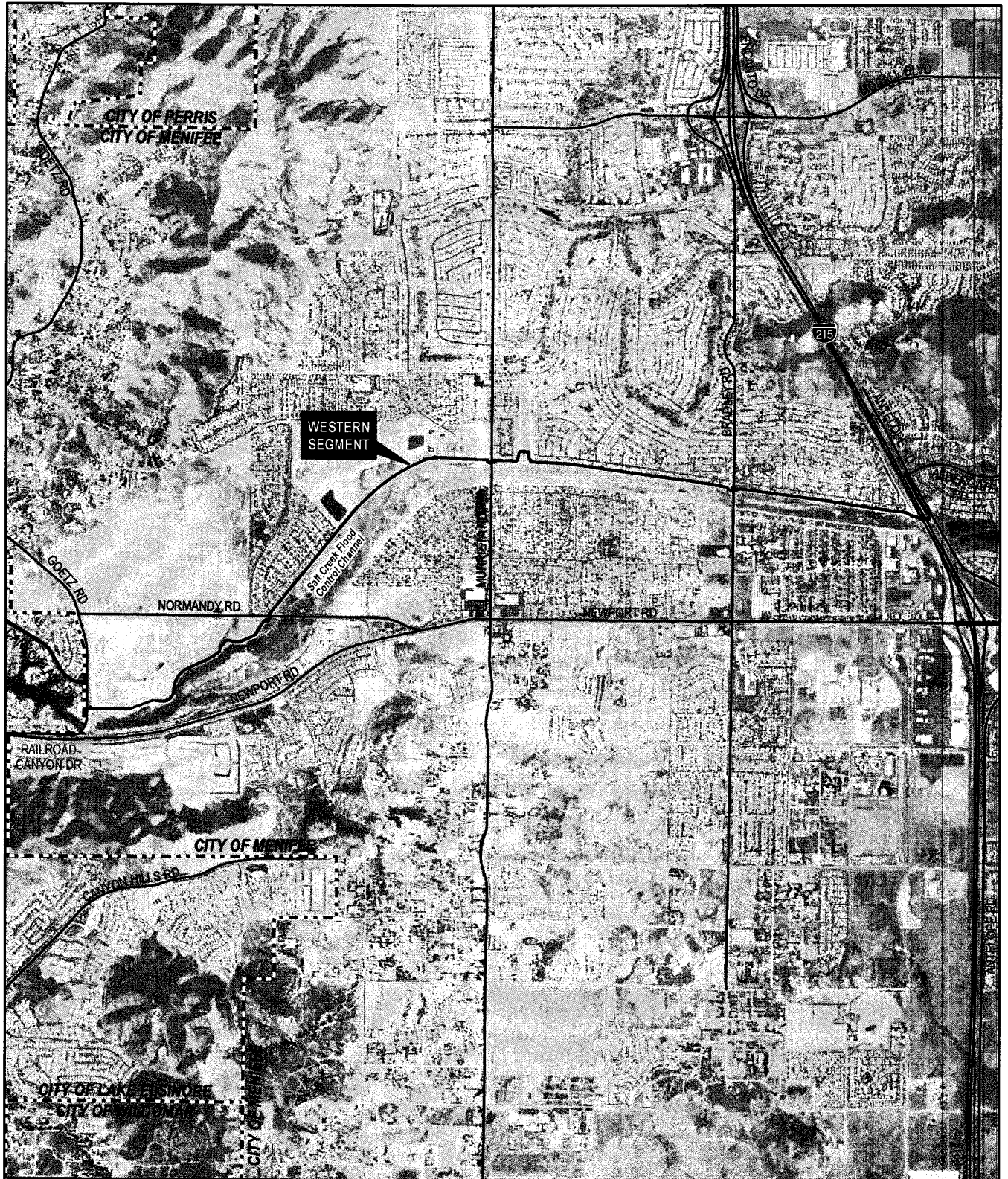
Jason Farin, Senior Management Analyst

2/5/2020





Gregory V. Priaplos, Director County Counsel

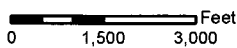
2/3/2020



Legend

-  Project Location
-  City Boundary

Background Image:
USDA NAIP Imagery, 2016.





WESTERN SEGMENT

**SALT CREEK
TRAIL PROJECT**

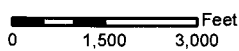
EXHIBIT A



Legend

-  Project Location
-  City Boundary

Background Image:
USDA NAIP Imagery, 2016.



EASTERN SEGMENT

**SALT CREEK
TRAIL PROJECT**

EXHIBIT B

CULTURAL RESOURCE MONITORING AGREEMENT BETWEEN THE
SOBOBA BAND OF LUISEÑO INDIANS AND THE COUNTY OF RIVERSIDE

RECITALS:

- A. **WHEREAS** the County of Riverside (COUNTY) is the lead agency for the construction of Salt Creek Trail (PROJECT). The PROJECT proposes construction of approximately 5.2 miles asphalt concrete trail consisting of two segments. The western segment of the trail project consists of 4.3 miles of trail within the City of Menifee and is located along the north side of the Salt Creek flood control channel from Goetz Road to Antelope Road. The eastern segment of the trail project consists of 0.9 mile of trail within the City of Hemet along the north side of Domenigoni Parkway from Sanderson Avenue to Searl Parkway, as shown in Attachment I; and
- B. **WHEREAS** the Soboba Band of Luiseño Indians (SOBOBA TRIBE) agrees to monitor all sensitive areas within known cultural resource boundaries and areas where excavations are expected to exceed 12 inches in depths as indicated in an effort to identify any unknown archaeological resources as agreed to during AB52 consultation of the PROJECT.

NOW, THEREFORE IT IS MUTUALLY AGREED:

1. **Description of Work.** It is agreed that monitoring will be allowed in all sensitive areas within known cultural resource boundaries and areas where excavations are expected to exceed 12 inches in depth in an effort to identify any unknown archaeological resources. Tribal monitors will not monitor paleontological material. The 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 is incorporated herein by this reference.
2. **Treatment of Cultural Resources.** Cultural and archaeological resources will be collected and temporarily stored. Final disposition of cultural and archaeological resources collected will be determined by the COUNTY in consultation with the SOBOBA TRIBE.
3. **Limitation on Scope.** This Agreement is unique to the PROJECT only and does not set a precedent for other PROJECTS.
4. **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.
5. **Insurance.** The SOBOBA TRIBE 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 TRIBE possesses full coverage insurance for the tribal monitors.
6. **Term.** Upon completion of PROJECT activities subject to monitoring as defined herein, as determined by the COUNTY, this Agreement shall terminate and monitoring activities shall cease.
7. **Fee.** Monitoring shall be provided for a not-to-exceed fee of \$ 83,000.

FEB 11 2020

3,39

SOBOBA BAND OF LUISEÑO INDIANS Approvals

Scott Cozart Dated: 11/12/19

Scott Cozart, Tribal Chairman _____
Soboba Band of Luiseño Indians _____

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

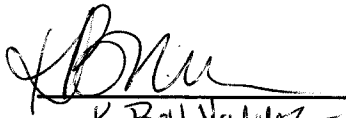
 Dated: 12-31-2019

Patricia Romo

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

 Dated: 2/3/2020
K. Bell Valdez
By Deputy

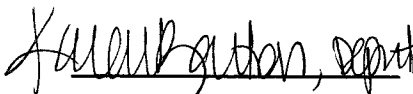
APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: FEB 11 2020

V. MANUEL PEREZ
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: FEB 11 2020

KECIA HARPER
Clerk of the Board

Attachment I

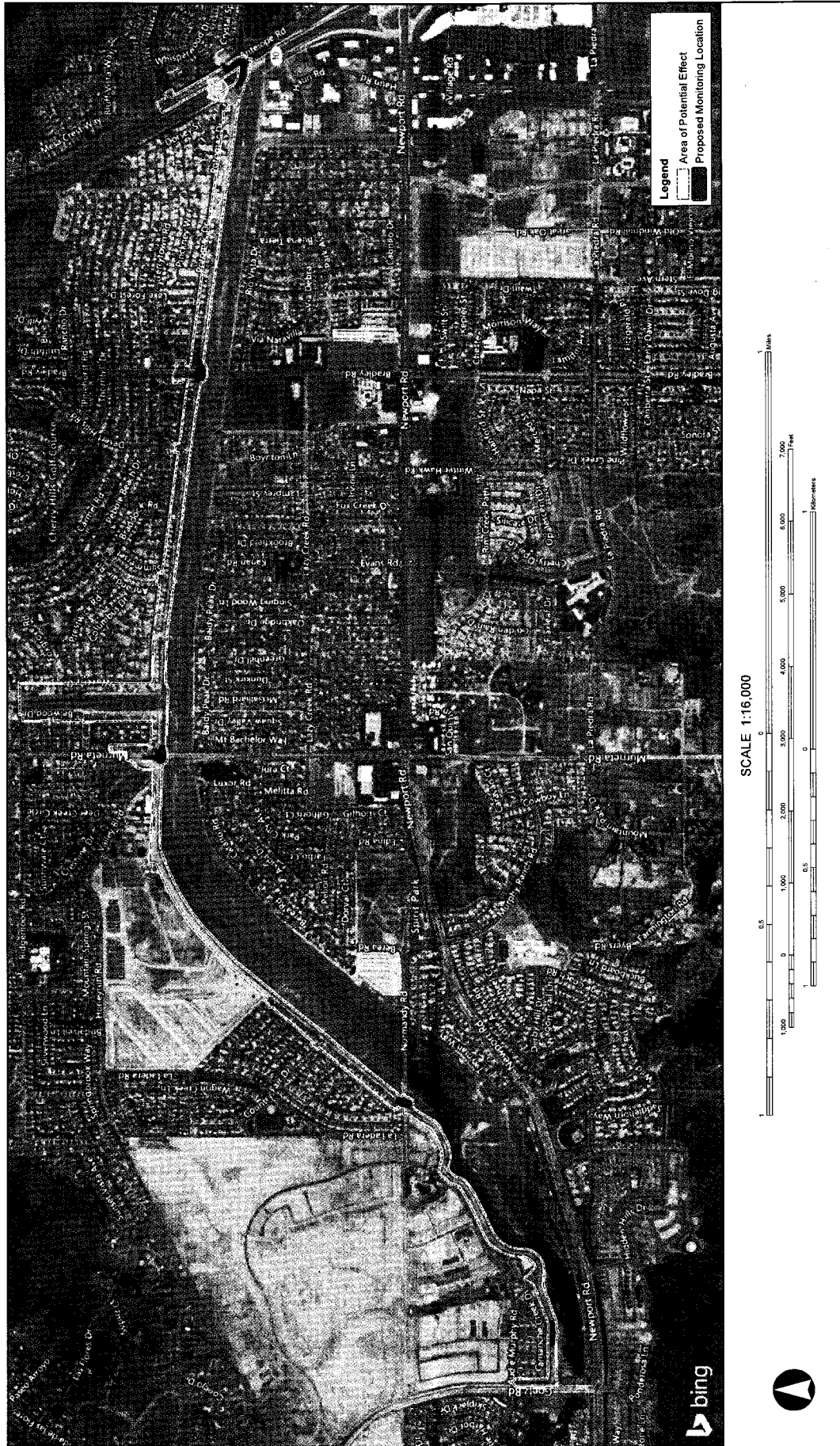
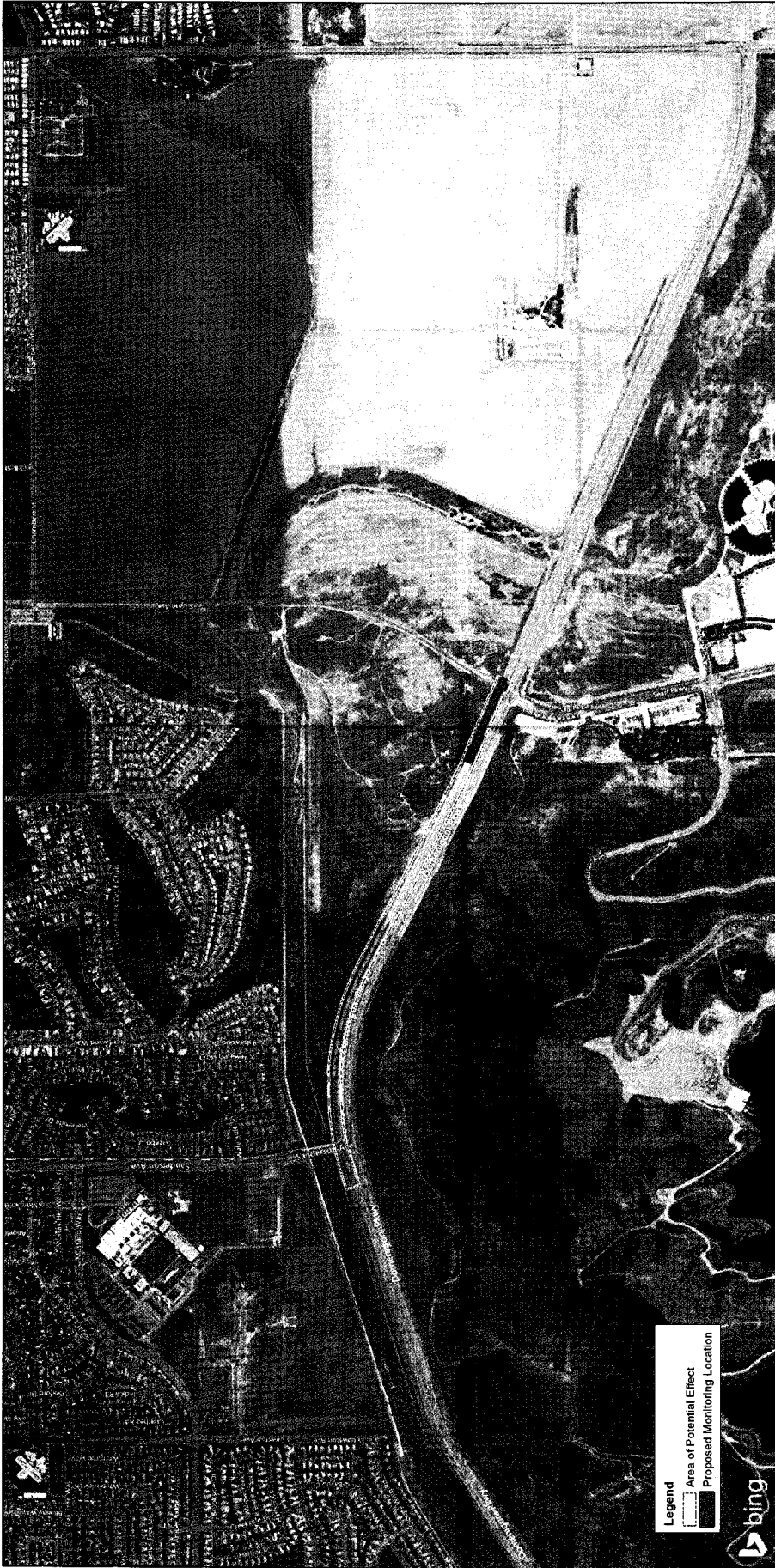


Exhibit 1a Proposed construction monitoring locations for the western segment of the Salt Creek Trail APN.



SCALE 1:12,000

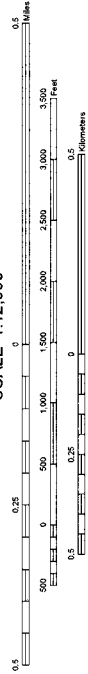


Exhibit 1b Proposed construction monitoring location for the eastern segment of the Salt Creek Trail APE.

ATTACHMENT II
NATIVE AMERICAN MONITORING OF GRADING AND GROUND
DISTURBING ACTIVITIES - Salt Creek Trail

I. Duties and Responsibilities

The SOBOBA TRIBE shall provide tribal monitoring, consultation and facilitation for this PROJECT at construction monitoring locations identified in Attachment I. The Tribal Monitor shall closely inspect ongoing excavation activities performed by the archaeological field crew. The Tribal Monitor shall be able to identify Tribal Cultural Resources such as archaeological sites (village sites, food processing areas, lithic reduction areas, ceramic scatters, etc.), mineral and plant gathering areas, burial sites including cremation burials, rock art sites, and traditional cultural places. The Tribal Monitor's specific responsibilities will also include ensuring that human remains and cultural items are treated with dignity and in a culturally appropriate manner.

Tribal monitors will work in coordination with the archaeologists hired by the COUNTY. The Tribal monitors or PROJECT archaeologists will be empowered to halt all earthmoving activities in the immediate area of discovery when cultural resources 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.

II. Project to be Monitored

Monitoring shall encompass all sensitive areas within known cultural resources boundaries and areas where excavations are expected to exceed 12 inches in depth of the PROJECT as defined in the Agreement.

III. Project Crew Size

The parties to this Agreement anticipate the need for a tribal monitoring crew initially consisting of up to two (2) persons. If the scope of work changes (e.g. inadvertent discoveries of cultural resources or simultaneous grading to require additional monitors), the COUNTY agrees to directly compensate the work of additional tribal monitors. In the event of such a scope of work change, the SOBOBA TRIBE and the COUNTY will cooperate to identify the appropriate number of tribal monitors. The compensation shall be made directly from COUNTY to the SOBOBA TRIBE.

IV. Compensation

The SOBOBA TRIBE shall provide the tribal monitoring crew for this PROJECT and be responsible for coordinating the tribal monitors' activities on this PROJECT.

COUNTY shall directly compensate the SOBOBA TRIBE in accordance with the following compensation rates and procedures. Invoices will be submitted monthly and be paid within 45 days to insure monitor compensation. Reimbursement for all reasonable and documented mileage expenses will be made at the current Federal Travel Regulation mileage rate.

A minimum half-day charge ("show up" time) shall be charged to the COUNTY for unannounced work stoppages of the tribal monitors that are not due to actions by the SOBOBA TRIBE.

**CULTURAL RESOURCES TREATMENT AND TRIBAL MONITORING AGREEMENT
(Pre-Excavation Agreement)**

SALT CREEK TRAIL

I. PARTIES

The PARTIES to this Agreement are (1) The Pechanga Band of Luiseño Indians, a federally recognized Indian tribe ("PECHANGA TRIBE") and (2) the Riverside County on behalf of the Transportation Department ("COUNTY").

All notices to the PARTIES shall be given at the addresses below:

Pechanga Band of Luiseño Indians

Gary DuBois, Director
Pechanga Cultural Resources
P.O. Box 2183
Temecula, CA 92593
Telephone: (951) 770-6300

General Counsel for the Pechanga Band

Michele Fahley, Deputy General Counsel
Pechanga Office of the General Counsel
P.O. Box 1477
Temecula, CA 92593
Telephone: (951) 770-6170
Facsimile: (951) 694-0733

County

Patricia Romo, Director of Transportation
Riverside County Transportation Department
4080 Lemon Street 8th Floor
Riverside, Ca 92502
Telephone: (951) 955-6740

For Tribal Monitor scheduling and Tribal Monitor contact information, please refer to Addendum 2 (Monitoring Services Summary Sheet)

II. SUBJECT MATTER

This Agreement concerns a project known as Salt Creek Trail. The Project shall consist of constructing and operating two segments of the Salt Creek Trail, totaling approximately 5.2 miles. The Project is located in the Cities of Menifee and Hemet, Riverside County, California. The western segment of the trail spans approximately 4.3 miles through the City of Menifee from the intersection of Goetz Road and Canyon Lake Drive just north of Newport Road to the intersection of Antelope Road and Aldergate Drive just east of Interstate 215. The eastern segment of the trail spans approximately 0.9 mile within the City of Hemet in the vicinity of the Salt Creek drainage course, specifically along the north side of Domenigoni Parkway from Sanderson Avenue to Searl Parkway. The PECHANGA TRIBE will provide a copy of this Agreement to the Riverside County Medical Examiner's Office and the County of Riverside, Lead Agency for the Project, and agency responsible for environmental compliance of this Project ("Lead Agency").

III. PURPOSE

This Agreement formalizes procedures for the treatment of Native American human remains, grave goods, funerary objects, ceremonial items, and cultural items, in the event that any are found in conjunction with development of the Project. This Agreement also formalizes procedures for Tribal Monitoring during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the Project development, including archaeological

testing, studies, surveys, and staging activities. This Agreement is entered into pursuant to the mitigation measures required under the California Environmental Quality Act, Cal. Public Resources Code Section 21000 et seq., as amended ("CEQA") and the conditions of approval for this Project. This Agreement is effective as of the date provided for in Section XVII.

IV. CULTURAL AFFILIATION & TREATMENT OF CULTURAL RESOURCES

The PARTIES agree that the Project area consists of land which has been traced to and traditionally occupied by the PECHANGA TRIBE. Cultural resources, including ceremonial items and archaeological items, which may be found in conjunction with the development of this Project shall be treated as follows:

Treatment of all cultural items will reflect the religious beliefs, customs, and practices of the PECHANGA TRIBE and shall be consistent with mitigation measure TRBL-4 of the Mitigated Negative Declaration approved for this Project. The PARTIES understand that the Project is within a right of way owned by the California Department of Transportation. In the event cultural items are found during the Project's ground-disturbing activities, the COUNTY shall consult with the California Department of Transportation and the PECHANGA TRIBE regarding appropriate treatment and disposition of the cultural items. To the extent it may legally do so, the COUNTY agrees to give all cultural items to the PECHANGA TRIBE for appropriate treatment, unless the COUNTY is otherwise ordered by a court or agency of competent jurisdiction. To the extent it may legally do so, the COUNTY waives any and all claims to ownership of all cultural items in favor of the PECHANGA TRIBE. If temporary possession of cultural items by the COUNTY or its agents, subcontractors, or representatives is necessary (for example a Project archaeologist), said entity or individual shall not possess those items for longer than is reasonably necessary, except that all PARTIES agree that ceremonial and sacred items shall be immediately relinquished to the PECHANGA TRIBE for appropriate treatment pursuant to mitigation measure TRBL-4 of the Mitigated Negative Declaration approved for this Project.

V. DISCOVERY OF HUMAN REMAINS

A. Most Likely Descendant Determination

If Native American human remains are found during development of the Project, the PARTIES understand that the Native American Heritage Commission ("NAHC") will be notified and will make a determination of Most Likely Descendant ("MLD") pursuant to California Public Resources Code Section 5097.98. Neither PARTY guarantees that the PECHANGA TRIBE or one of its members will be named the MLD. However, given the location of the site and the history/prehistory of the area, the PARTIES' good faith belief is that Tribal Chairperson Mark Macarro of the PECHANGA TRIBE will be named the MLD.

Should the NAHC determine that a member of an Indian tribe other than the PECHANGA TRIBE is the MLD, the provisions of this Agreement relating to the treatment of such Native American human remains shall be null and void in their entirety, except that the provisions of Addendum 1 to this Agreement, which is fully severable, shall continue in full force and effect.

B. Coordination with County Medical Examiner's Office

The COUNTY shall immediately contact the Medical Examiner and the PECHANGA TRIBE in the event that any human remains are discovered during the development of the Project. The Medical Examiner shall ensure that notification is provided to the NAHC as required by California Public Resources Code Section 5097.98(a) and California Health & Safety Code Section 7050.5(c).

C. Treatment of Native American Human Remains

In the event that Native American human remains are found during development of the Project and the PECHANGA TRIBE or one of its members is determined to be the MLD by the NAHC, the following provisions shall apply.

The term "Native American human remains" encompasses more than human bones. The PECHANGA TRIBE'S traditions call for the burial of associated cultural resources with the deceased (grave goods and funerary objects), and the ceremonial burning of human remains, with funerary objects, grave goods and animals. Ashes and other remnants of these burning ceremonies, as well as grave goods and funerary objects, associated with or buried with the Native American remains, are to be treated in the same manner as bones, bone fragments, and cremations.

The Medical Examiner shall immediately be notified, ground disturbing activities in that location shall cease, and the remains shall be left in the place where they were discovered until the Medical Examiner has had the opportunity to inspect the remains in place and make her determinations as required by State law, and until a final decision as to the treatment and disposition has been made pursuant to this Agreement and the State law.

The PECHANGA TRIBE shall be allowed, pursuant to California Public Resources Code Section 5097.98(a), to (1) inspect the site of the discovery, and (2) make recommendations as to how the human remains and grave goods should be treated with appropriate dignity. The COUNTY shall discuss and confer with the PECHANGA TRIBE all reasonable options with regard to its preferences and recommendations for treatment. The PARTIES agree to discuss in good faith what constitutes "appropriate dignity," as that term is used in the applicable statutes and in the PECHANGA TRIBE'S customs and traditions.

The PECHANGA TRIBE shall complete its inspection and make its MLD recommendation within forty-eight (48) hours of receiving notification of the MLD determination from the NAHC. The PECHANGA TRIBE shall have the final determination as to the disposition and treatment of human remains and grave goods.

D. Non-Disclosure of Reburial Locations

Unless otherwise required by law, the site of any reburial of Native American human remains shall not be disclosed and will not be governed by public disclosure requirements of the California Public Records Act, Cal. Govt. Code Section 6250 et seq. The Medical Examiner shall withhold public disclosure of information related to such reburial pursuant to the specific exemption set forth in California Government Code Section 6254(r).

VI. SIGNIFICANT SITES IMPACTED BY PROJECT

If additional significant sites or sites not identified as significant in the Project environmental review process, but later determined to be significant, are located within the Project impact area,

such sites will be subjected to further archaeological and cultural significance evaluation by the County of Riverside, as Lead Agency, and the PECHANGA TRIBE to determine if additional mitigation measures are necessary to treat sites in a culturally appropriate manner consistent with CEQA requirements for mitigation of impacts to cultural resources.

VII. TRIBAL MONITORS

The description of work for Tribal Monitors is attached hereto as Addendum I and incorporated herein by reference. Addendum I specifies the development activities that Tribal Monitors will monitor, the geographical area over which this monitoring shall be conducted, the size of the monitoring crew, the powers of the monitoring crew, provisions for compensation of the Tribal Monitors, and other pertinent provisions.

VIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, executors, administrators, and assigns of the parties, including subsequent land owners, developers, and subcontractors of the Project area, and any person or entity obligated to comply with environmental and cultural/archaeological protection laws applicable to the Project.

IX. STATUTORY COMPLIANCE

Nothing in this Agreement shall excuse the Lead Agency on this Project or the COUNTY from their obligations under any applicable state or federal laws or regulations, including but not limited to the CEQA, Public Resources Code Section 21000 et seq.; the National Historic Preservation Act, 16 U.S.C. Section 470 et seq.; California Public Resources Code Sections 5097.98, 5097.98(c), and 5097.99; California Health and Safety Code Section 7050.5(c); California Government Code Sections 6254, 65040.2, 65092, 65351, 65352, 65560, 65352.3, 65352.4, 65562.5; California Civil Code Section 815.3; the Native American Graves Protection and Repatriation Act, 25 U.S.C. Section 3001 et seq.; the California Native American Graves Protection and Repatriation Act of 2001, California Health and Safety Code Section 8010 et seq.; the American Indian Religious Freedom Act, 16 U.S.C. Section 1996, et seq., and the First Amendment to the United States Constitution. Nothing in this Agreement is intended to make any of the above-referenced laws applicable where such laws would otherwise be inapplicable.

X. INDEMNITY

The PECHANGA TRIBE in no way indemnifies nor guarantees the Lead Agency or the COUNTY in any of their legal obligations.

XI. SEVERABILITY

Should any part of this Agreement be found by any court or agency of competent jurisdiction to be to any extent invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

XII. CONFIDENTIALITY

The COUNTY agrees to keep confidential and shall not disclose the following, unless required by law or a court of competent jurisdiction, any items discussed in Section V(D). The COUNTY shall ensure that all of its officers, directors, agents, employees and contractors agree to keep

confidential the above items and to fully comply with this section as though each of them had signed this Agreement. The PARTIES agree that any remedy at law for a breach of this section would be inadequate and such breach shall result in irreparable harm to the PECHANGA TRIBE, who shall be entitled to obtain injunctive relief for a breach of this section, in addition to any other remedies available to it at law.

XIII. MUTUAL INDEMNIFICATION

The PECHANGA TRIBE agrees to indemnify, defend and hold harmless the COUNTY, (including its officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors, and subcontractors) from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of or in any way connected with intentional or gross negligence of any PECHANGA TRIBE (including its officers, employees, agents, representatives, independent contractors, and subcontractors) occurring on the Project site.

The COUNTY agrees to indemnify, defend and hold harmless the PECHANGA TRIBE (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorney's fees, arising out of or in any way connected with intentional or gross negligence of any COUNTY (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) occurring on the Project site.

XVI. LIMITATION ON SCOPE

This Agreement is unique to this Project only and does not set a precedent for other projects.

XVII. AUTHORITY TO EXECUTE

Each of the persons executing this Agreement expressly warrants that he or she is authorized to do so on behalf of the entity for which he or she is executing this Agreement. Each PARTY to this Agreement represents and warrants that this Agreement is executed voluntarily, with full knowledge of its significance.

XVIII. COUNTERPARTS

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

Date: 1/28/20

Date: 1/30/2020

Tribes: PECHANGA BAND OF LUISEÑO INDIANS

County: RIVERSIDE COUNTY ON BEHALF OF THE TRANSPORTATION DEPARTMENT





By: Mark Macarro
Its: Tribal Chairman

By: Patricia Romo
Its: Director of Transportation

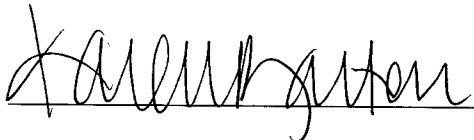
Date: 1.31.20
COUNTY OF RIVERSIDE

✓ Manuel Perez, Chairman,
Board of Supervisors

FORM APPROVED COUNTY COUNSEL
BY Kristine Bell-Valdez 2/3/20
KRISTINE BELL-VALDEZ DATE

ATTEST:

Kecia Harper, Clerk of the Board

By: 

Deputy

ADDENDUM 1
TRIBAL MONITORING

Salt Creek Trail

I. MONITORING SPECIFICATIONS

Salt Creek Trail, defined in Section II of the Cultural Resources Treatment and Tribal Monitoring Agreement, shall consist of constructing and operating two segments of the Salt Creek Trail, totaling approximately 5.2 miles. The Project is located in the cities of Menifee and Hemet, Riverside County, California. The western segment of the trail spans approximately 4.3 miles through the City of Menifee from the intersection of Goetz Road and Canyon Lake Drive just north of Newport Road to the intersection of Antelope Road and Aldergate Drive just east of Interstate 215. The eastern segment of the trail spans approximately 0.9 miles within the City of Hemet in the vicinity of the Salt Creek drainage course, specifically along the north side of Dominigoni Parkway from Sanderson Avenue to Searl Parkway.

Given the nature and sensitivity of the archaeological sites and cultural resources that are or may be in the Project area, it is agreed that the PECHANGA TRIBE shall designate representatives to be retained as Tribal Monitors to monitor all ground-disturbing activities associated with construction of the Project's western segment under the Interstate 215 freeway. Tribal monitors shall also conduct spot-checking for activities associated with construction of the eastern segment of the Project. Tribal Monitors will not monitor paleontological material. If necessary, archaeological observation shall consist of a qualified archaeologist, retained by the COUNTY, to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas.

II. DISCOVERY OF HUMAN REMAINS

In the event that human remains, as defined in Section V(C) of the Cultural Resources Treatment and Tribal Monitoring Agreement, incorporated herein by reference, are found during development of the Project, Tribal Monitors are empowered to temporarily halt and/or relocate grading or excavation activities pending further investigation by the Medical Examiner and the PECHANGA TRIBE, pursuant to California Health & Safety Code Section 7050.5. The Tribal Monitors are further empowered to temporarily halt and/or relocate grading or excavation activities, for short periods of time, to conduct further evaluation of the significance of discovered cultural items, including further controlled excavations pursuant to California Public Resources Code Section 21083.2(i). Surface or subsurface artifacts of significance may be collected and mapped during this controlled excavation.

III. PRE-GRADING CONFERENCE & PROJECT CREW SIZES

Regarding grading activities, a pre-grading conference shall be held by the COUNTY to clarify Tribal Monitoring specifications with the grading contractor and/or Project manager and the grading inspector of the jurisdiction in which the Project site is located. The PECHANGA TRIBE shall be invited to participate in this conference.

To determine Tribal Monitoring crew sizes, a written schedule of excavation, testing, grading, and ground-disturbing activities shall be submitted by the COUNTY to the PECHANGA TRIBE

one week in advance of the commencement of these activities. If the COUNTY changes the written schedule of excavation with less than twenty-four (24) hours' notice, the PECHANGA TRIBE may impose a minimum half-day show-up charge. "Notice" must be given during normal business hours (i.e., Monday-Friday from 8:00 a.m. to 5:00 p.m.). Notice provided outside of normal business hours may result in a minimum half-day charge.

The PARTIES to this Agreement anticipate the need for a Tribal Monitoring crew consisting of two (2) persons. If the scope of work changes to require additional monitors (for example, if inadvertent discoveries of cultural resources are made or simultaneous grading in two or more geographic areas), the COUNTY agrees to come to a reasonable agreement with the PECHANGA TRIBE regarding compensation of more than two (2) monitors.

IV. COMPENSATION

The PECHANGA TRIBE shall hire the Tribal Monitoring crew for this Project and shall be responsible for coordinating their activities on this Project. The PECHANGA TRIBE recognizes that dangerous conditions can exist at the Project work site, particularly during grading operations, and agrees to assume responsibility for the safety of the Tribal Monitors while on the Project site. The PECHANGA TRIBE possesses liability insurance for its Monitors.

The COUNTY shall compensate the Tribal Monitors at the rate of \$75.00 per hour, plus reimbursement for all reasonable and documented mileage expenses at the current Federal Travel Regulation mileage rate. The hourly rate of compensation shall be adjusted for inflation based on 2019 dollars. The adjustment, if any, shall be calculated at the beginning of the calendar year and will be in accordance with the United States Department of Labor, Bureau of Labor Statistics, Revised Consumer Price Index. A minimum half-day charge ("show up time") will be charged to the COUNTY for unannounced work stoppages of Tribal Monitors which are not due to actions of the PECHANGA TRIBE. The hourly rate will not be applicable to travel time to and from the Project site. A minimum two hour charge will be applied for the pre-grading conference and any other meetings conducted outside of regularly scheduled grading or construction hours.

Overtime rates of time and a half (\$112.50 per hour) of the quoted rate apply for "after hours" and "weekend" work. "After hours work" is defined as services performed beyond an eight hour day from start of construction. "Weekend work" is defined as services performed between close of the eight-hour construction day on Friday and start of construction work Monday morning. Holiday rates of double time (\$150 per hour) of the quoted rate apply for all holiday work. The hourly rate will not be applicable to travel time to and from the Project site.

The PARTIES agree that the total compensation for tribal monitoring services for the Project shall not exceed a total of \$20, 000.00. In the event that the construction activities require tribal monitoring services in excess of \$20, 000.00, the COUNTY agrees to increase the not-to-exceed amount as necessary for compliance with the mitigation measures for the Project and this Agreement.

The COUNTY agrees that the PECHANGA TRIBE may invoice the COUNTY for the Tribal Monitors' compensation on a monthly basis. The COUNTY also agrees to remit payment in full to the following address within thirty (30) days of receipt of the PECHANGA TRIBE's invoice:

Accounting Department
Pechanga Band of Luiseño Indians

Attn: Accounts Receivable
P.O. Box 1477
Temecula, CA 92593

All unpaid balances are subject to a monthly finance charge of 2% of the balance owed. If the COUNTY fails to remit payment, the PECHANGA TRIBE may pursue any necessary legal action, including collections, to recover the money owed.

V. MONITOR SERVICES SUMMARY SHEET

Please refer to Addendum 2 for pertinent contact information regarding monitor services.

**ADDENDUM 2
MONITORING SERVICES SUMMARY SHEET**

Project #:	Project Owner/Developer:	PO #:	Project Start Date:	Project End Date:
Hourly Rate:	Overtime Rate:	Holiday Rate:	Mileage Rate:	Show Up: Y or N
\$75.00	\$112.50	\$150.00		
Project Manager Name:		Address:		
E-mail:			Phone Number:	
Accounts Payable Contact:		Address:		
E-mail:			Phone Number:	

Account #:	Name of Tribe:	Address:	Phone Number:
	Pechanga Band of Luiseno Indians	P.O. Box 1477 Temecula CA 92593	951-770-6000
Accounts Receivable Contact:		Address:	E-mail:
Aide Fierro		P.O. Box 1477 Temecula, CA 92593	afierro@pechanga-nsn.gov
Monitor Services Contact:		Address:	E-mail:
Tina Thompson-Mendoza		P.O. Box 2183 Temecula, CA 92593	tmendoza@pechanga-nsn.gov
If you can not reach Tina Thompson, please contact Ebru Ozdil at (951) 770-6313			

For Internal Use Only: