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

ITEM: 3.31
(ID # 14363)
MEETING DATE:
Tuesday, February 09, 2021

FROM: TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION: Approve and Execute the Conservation Services Agreement from the San Jacinto Basin Resource Conservation District and the County of Riverside for the Salt Creek Trail Project within the Cities of Menifee and Hemet. CEQA Finding of Nothing Further is Required. Districts 3 and 5. [$425,631 Total Cost - 100% Federal CMAQ funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that 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 for the Salt Creek Trail Project;
2. Approve the Conservation Services Agreement between the San Jacinto Basin Resource Conservation District (SJBRCD) and the County of Riverside for the Salt Creek Trail Project, in the amount of $425,631 for FY 20/21; and
3. Authorize the Chair of the Board to execute the same on behalf of the County.

ACTION: Policy

Mark Lancaster, Director of Transportation 1/20/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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 9, 2021
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	$ 425,631	$ 0	$ 425,631	$ 0
NET COUNTY COST	$ 0	$ 0	$ 0	$ 0
SOURCE OF FUNDS: Federal CMAQ (100%). There are no General Funds used in this Project.			**Budget Adjustment:** No **For Fiscal Year:** 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Salt Creek Trail (Trail) is a planned 16-mile multi-purpose regional trail located through the City of Menifee, community of Winchester, and City of Hemet. The Trail will provide the opportunity for expansion of local and regional trail systems, sidewalks and bike path connections, and meets regional goals of increasing active transportation and improving bicycle and pedestrian safety. The Trail will be operated by the Riverside County Regional Park and Open-Space District (Park District).

The Park District and the County of Riverside's Transportation Department have been working cooperatively toward developing the first 8-mile phase of the Trail within the Cities of Menifee and Hemet (Project). 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 consists of 0.9 mile of trail within the City of Hemet and is located in the vicinity of the Salt Creek drainage course, along the north side of Domenigoni Parkway from Sanderson Avenue to Searl Parkway. The proposed improvements generally consist of a hard-surfaced Class I Bike Path adjacent to a soft surface walking path. A Notice of Completion for construction of approximately 5 miles out of the 8 original miles of the Project is expected to be approved in mid-2021. The remaining 3 miles, located along Domenigoni Parkway from Searl Parkway to State Street and along State Street from Domenigoni Parkway to Chambers Street, will be constructed when additional funding is secured.

Regulatory permits from the United States Army Corps of Engineers (USACE), the Santa Ana Regional Water Quality Control Board (RWQCB) and the California Department of Fish & Wildlife (CDFW) for jurisdictional impacts as a result of the project were obtained prior to construction. A total of 4.39 acres of compensatory mitigation to satisfy requirements related to impacts to waters subject to the jurisdiction of the USACE, RWQCB and CDFW will be implemented through restoration of a total of 4.39 acres of habitat located at Warren Road and State Highway 74 in the City of Hemet, owned by the Western Riverside County Resource Conservation Authority (RCA).

The Conservation Services Agreement provides for the County to pay SJBRCD the amount of $425,631 for SJBRCD to perform the habitat restoration services.

County Counsel has approved the agreement as to form.

Project No.: C5-0068, Federal Project No. CML 5956(241), Salt Creek Trail Project

Environmental Findings:

By minute order dated November 14, 2017 (Agenda Item: 3.25) the Board of Supervisors adopted the Final Initial Study with Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (MMRP) for the Salt Creek Trail Project. A Notice of Determination was filed upon adoption of the CEQA document. Therefore, the CEQA compliance has been completed and no further action is required.

Impact on Residents and Businesses

The Salt Creek Trail, when ultimately completed, will provide residents with a 16-mile paved Class I Bike Path through the City of Menifee, community of Winchester, and City of Hemet. It will provide the opportunity for expansion of local and regional trail systems, sidewalks, and bike path connections from the trail to surrounding communities, schools, commercial areas and ultimately two key regional recreational facilities at Lake Skinner and Diamond Valley Lake. The trail will provide a new recreational amenity to the area and significantly improve quality-of-life for residents, increasing active transportation and improving bicycle and pedestrian safety. The mitigation program will offset Project impacts for the first 8-mile phase of the Trail by providing habitat restoration.

Additional Fiscal Information

The Board of Supervisors' approval of the Conservation Services Agreement will enable the Project to meet its environmental mitigation obligations for environmental impacts. These services will be funded 100% through Congestion Mitigation and Air Quality (CMAQ) federal program funds. There are no General Funds used in this Project.

Attachments:

SJBRCD Conservation Services Agreement
Vicinity Map

Jason Farin, Principal Management Analyst 2/2/2021 Gregory P. Priamos, Director County Counsel 1/28/2021

SALT CREEK TRAIL

LOCATION MAP

LEGEND

- Current Project - environmental document and construction limits
- Current Project - environmental document only
- Future Project
- Mitigation Site

CONSERVATION SERVICES AGREEMENT
FOR THE SALT CREEK TRAIL PROJECT

This CONSERVATION SERVICES AGREEMENT ("Agreement") is entered into this ___ day of _____, 2021 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, having offices at 4080 Lemon Street, 8th Floor, Riverside, California 92501 ("County"), and the SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT, a governmental special district having offices at 950 North Ramona Boulevard, Suite 6, San Jacinto, California 92582 ("SJBRCD") (together, "the Parties").

RECITALS

WHEREAS, the County proposes to construct and operate two (2) segments of the Salt Creek Trail, totaling approximately 7.9 miles collectively referred to as the Salt Creek Trail Project ("Project"). 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 3.6 miles through the City of Hemet from the intersection of Sanderson Avenue and Domenigoni Parkway to the intersection of State Street and Chambers Street, as depicted on the Salt Creek Trail Location Map attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, the trails will cross drainage courses at two (2) currently unimproved locations: east of Murrieta Road at the crossing of the Sun City Channel and on the east side of the Interstate 215 bridge. Proposed improvements at these locations will allow low flow water to pass under the trail while providing a stable surface above for trail users to traverse. In addition, the Project also involves the extension of one (1) existing box culvert to accommodate the new trail along Domenigoni Parkway east of Searl Parkway; extending the culvert at this location will minimize impacts to the associated drainage; and

WHEREAS, based on current design plans, the Project will result in approximately 0.06 acre of permanent and 0.03 acre of temporary impacts to the U.S. Army Corps of Engineers ("ACOE") and the Regional Water Quality Control Board ("Regional Board") non-wetland waters, and approximately 1.05 acres of permanent and 0.62 acre of temporary impacts to California Department of Fish and Wildlife ("CDFW") jurisdictional streambed ("Impacts") (collectively, the ACOE, Regional Board and CDFW will be referred to as the "Regulatory Agencies"); and

WHEREAS, the County has obtained a Section 401 Water Quality Certification No. 332017-16 from the Regional Board and an Operation of Law letter (No. 1600-2017-0151-R6) from CDFW; and

WHEREAS, the Offsite Water Quality Standards Mitigation Proposed in the Section 401 Certification (pursuant to page 3), and the Operation of Law Letter provide that the County will restore 4.39 acres of habitat for mitigation purposes on property owned by the Western Riverside County Regional Conservation Authority ("RCA"), located near the Project site, in Hemet; and

WHEREAS, the County commissioned the "Habitat Mitigation and Monitoring Plan, Salt Creek Trail Project" prepared by Michael Baker International and Revised By ELMT Consulting, Inc. dated July 2018 and November 2018 ("HMMP"), attached hereto as Exhibit "B" and incorporated herein by this reference, and which the County has received approval of the HMMP by the Regional Board and CDFW via email on July 2018; and

WHEREAS, the County has received approval from the Regional Board and CDFW for SJBRCD to provide the required Conservation as defined in Section 2, below; and

WHEREAS, SJBRCD 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.*; and

WHEREAS, SJBRCD may accept grants of money and conservation easements 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

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which the SJBRCD agrees to provide the Conservation.

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, the County and SJBRCD hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

2. Activities: The Parties agree that SJBRCD will create, and conserve for 5 years, according to the HMMP, 4.39 acres of habitat in the City of Hemet, located near the Project Site on Assessor Parcel Numbers 455-130-030, -036 and -046 owned by the RCA ("Habitat Site"). Specifically, SJBRCD will be responsible to implement Sections 4.4, 4.5.1, 4.5.2, 4.6, 4.7, 5.2, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.3 and 6.4 only (collectively, the "Conservation"). Either the County or other entities will be responsible for the other sections of the HMMP not listed in this Section 1.

a. The Parties agree that their goal is for the "Success Criteria," as defined in the HMMP, to be met and confirmed in writing by the Regulatory Agencies prior to the end of the Term (as described in Section 10 below). In support of this goal, if necessary, no later than one (1) month after submission of the Fourth Annual Report by the Project Biologist (HMMP, §6.4), SJBRCD shall arrange for a meeting with the County to discuss any foreseeable concerns or issues that would limit the ability to meet the Success Criteria and for the County to obtain the Regulatory Agencies' written confirmation thereof within the Term, and agree upon measures to be implemented to address such issues or concerns.

b. County remains responsible for obtaining any final approval from the Agency of satisfaction of its Agency Permits' conditions, including the Compensatory Mitigation requirement, provided that SJBRCD shall work with County to complete the process for obtaining such final approval as relates to the Compensatory Mitigation.

3. Funding: The County agrees to pay SJBRCD the amount of FOUR HUNDRED TWENTY FIVE THOUSAND SIX HUNDRED THIRTY ONE DOLLARS ($425,631.00), which is a fee reflecting SJBRCD's reasonable costs to perform the Conservation (the "Conservation Fee").

4. Mitigation and Conservation Responsibility: The Parties explicitly agree that any mitigation for activities of the County not covered by this Agreement, including but not limited to any other mitigation set forth in any of County's regulatory permits, remains solely and entirely the responsibility of the County. The Parties agree that SJBRCD shall not be liable, in law or equity, if the Conservation agreed to under this Agreement, or any other, is determined in any way, by any person or agency, to be insufficient for mitigation or regulatory compliance purposes under applicable statutes, laws and regulations. County agrees that SJBRCD shall not be responsible to conduct services except for those outlined in Section 2 above, even if the Regional Board, CDFW or any other regulatory agency later modifies their respective mitigation requirements.

5. SJBRCD as Contractor: SJBRCD agrees that it shall either perform or contract for the performance of all Conservation work required under this Agreement. Personnel performing any services under this Agreement on behalf of SJBRCD shall at all times be under SJBRCD's exclusive direction and control. SJBRCD shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. SJBRCD shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

6. Liabilities/ Indemnity: The Parties agree that SJBRCD shall have no duty or responsibility for the protection of third parties on the Habitat Site, the County, its invitees, agents, contractors, consultants, heirs, estates, successors, and/or assigns, the public, or any third parties from risks relating to conditions in the Habitat Site, except to the extent of the gross negligence, willful misconduct or omission of SJBRCD, its employees, or subcontractors while present on the Habitat Site.

a. Neither SJBRCD nor any officer or employee of SJBRCD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of County or its contractors under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of County under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, County shall fully indemnify, defend and hold SJBRCD harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of County

or its contractors under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of County under this Agreement.

b. Neither County nor any officer or employee of County shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SJBRCD or its contractors under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of SJBRCD under this Agreement. It is also understood and agreed that, pursuant to Government Code, Section 895.4, SJBRCD shall fully indemnify, defend and hold County harmless from any liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of any acts or omissions on the part of SJBRCD or its contractors under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of SJBRCD under this Agreement.

c. In the event County and/or SJBRCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, County and/or SJBRCD shall indemnify the other to the extent of its comparative fault.

d. SJBRCD and County agree to waive all rights of subrogation against each other.

e. In the event that severe storm damage, flood, hurricane, pandemic, tornado, fire or other unusual circumstances or natural disaster ("Event") beyond SJBRCD's control damages the Site, SJBRCD shall not be responsible to restore it to its pre-event condition provided that SJBRCD notify the County within 15 days of an Event. If an Event occurs, one or both of the Parties may agree to one of the following options (i) meet together to renegotiate the completion of the Conservation to incorporate any new requirements that will be required to conduct additional repair and restoration caused by the Event, or (ii) terminate this Agreement by providing a written notice to the non-terminating Party, provided, however, SJBRCD will then return any unused portion of the Fee, as described herein, and provide an accounting of the utilized portion of the Fee to the County within 30 days of receipt of such notice. Upon the County's request, SJBRCD shall provide a recommended plan of action in response to an Event.

7. Insurance: Without limiting or diminishing SJBRCD's obligation to indemnify or hold the County harmless, SJBRCD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional

Insureds.

a. Workers' Compensation: If SJBRCD has employees as defined by the State of California, SJBRCD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of SJBRCD's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

c. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then SJBRCD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

d. General Insurance Provisions - All lines:

i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

ii. SJBRCD must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed $500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, SJBRCD carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

iii. SJBRCD shall cause SJBRCD's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of

Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If SJBRCD insurance carrier(s) policies does not meet the minimum notice requirement found herein, SJBRCD shall cause SJBRCD's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

iv. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. SJBRCD shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

v. It is understood and agreed to by the parties hereto that SJBRCD's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by SJBRCD has become inadequate.

vii. SJBRCD shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

ix. SJBRCD agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

8. When Payment Due: The Parties agree that the Conservation Fee is due and payable in full upon the County's receipt of SJBRCD's invoice therefor, which shall be no later than 14 days after full execution of this Agreement. SJBRCD agrees to provide the County with a written letter of receipt no later than 7 days after receipt of the Conservation Fee.

9. Time of Performance: SJBRCD agrees to begin the Conservation within 30 days of the receipt of the County's payment pursuant to Section 3 of this Agreement, or at any later time agreed to in writing by the Parties, provided the Conservation fee is timely received ("Effective Date"). SJBRCD shall be under no obligation to carry out any of the terms of this Agreement unless and until the County tenders the Conservation Fee in full. In the event the County does not tender the fee when due, then SJBRCD shall have no obligation to the County whatsoever under this or any other Agreement, whether at law or equity.

10. Term; Normal Termination.

a. SJBRCD agrees to perform the Conservation for a period of five (5) years beyond the Effective Date (HMMP, §2.2) ("Term").

b. Notwithstanding Section 10(a), if necessary for the County to obtain approval from the Regulatory Agencies for satisfaction of the requirements of the HMMP beyond the Term, SJBRCD will agree to extend the performance of the Conservation for one year at a time beyond the Term until the County receives approval of the Conservation from the Regulatory Agencies; provided, however, that the Parties first reach a written amendment pursuant to Section 15 below regarding the cost to extend this Agreement.

11. In the event the County, for any reason, no longer desires SJBRCD to perform the Conservation, it shall notify SJBRCD as soon as possible of its intent to cancel this agreement, including written notice by certified mail. SJBRCD shall obtain County's prior written approval before performing any additional services under this Agreement. In the event of cancellation after SJBRCD has begun the Conservation, SJBRCD shall be allowed to complete any partially performed and unfinished activities as necessary for the protection of the public health, safety, and welfare, and the environment, with the written consent of the County. SJBRCD shall deduct all expenses accrued as of the date of receipt of the cancellation notice, plus those expenses to complete activities as described in this paragraph from the Conservation Fee and return the balance, if any, to the County within 60 days.

12. 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 SJBRCD at:

San Jacinto Basin Resource
Conservation District (SJBRCD)
950 N. Ramona Blvd., #6
San Jacinto, CA 92582
Attn: District Manager

To the County at:
Riverside County Transportation
Department
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Mark Lancaster, Director of
Transportation

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

13. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court or jurisdiction.

14. Attorneys' Fees. The Parties shall bear their own attorney's fees and costs.

15. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

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

17. 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.

18. 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.

19. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of the SJBRCD.

20. No Waiver. Failure of the SJBRCD 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.

21. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

22. 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

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR THE CONSERVATION SERVICES AGREEMENT BY AND BETWEEN THE COUNTY OF RIVERSIDE AND THE SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

SAN JACINTO BASIN RESOURCE CONSERVATION DISTRICT

By: _____
Roy Mason
President of the Board

COUNTY OF RIVERSIDE

Approved by the
BOARD OF SUPERVISORS

By: Karen S. Spiegel
Karen Spiegel
Chair of the Board

ATTEST:

By: _____
KECIA HARPER
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS

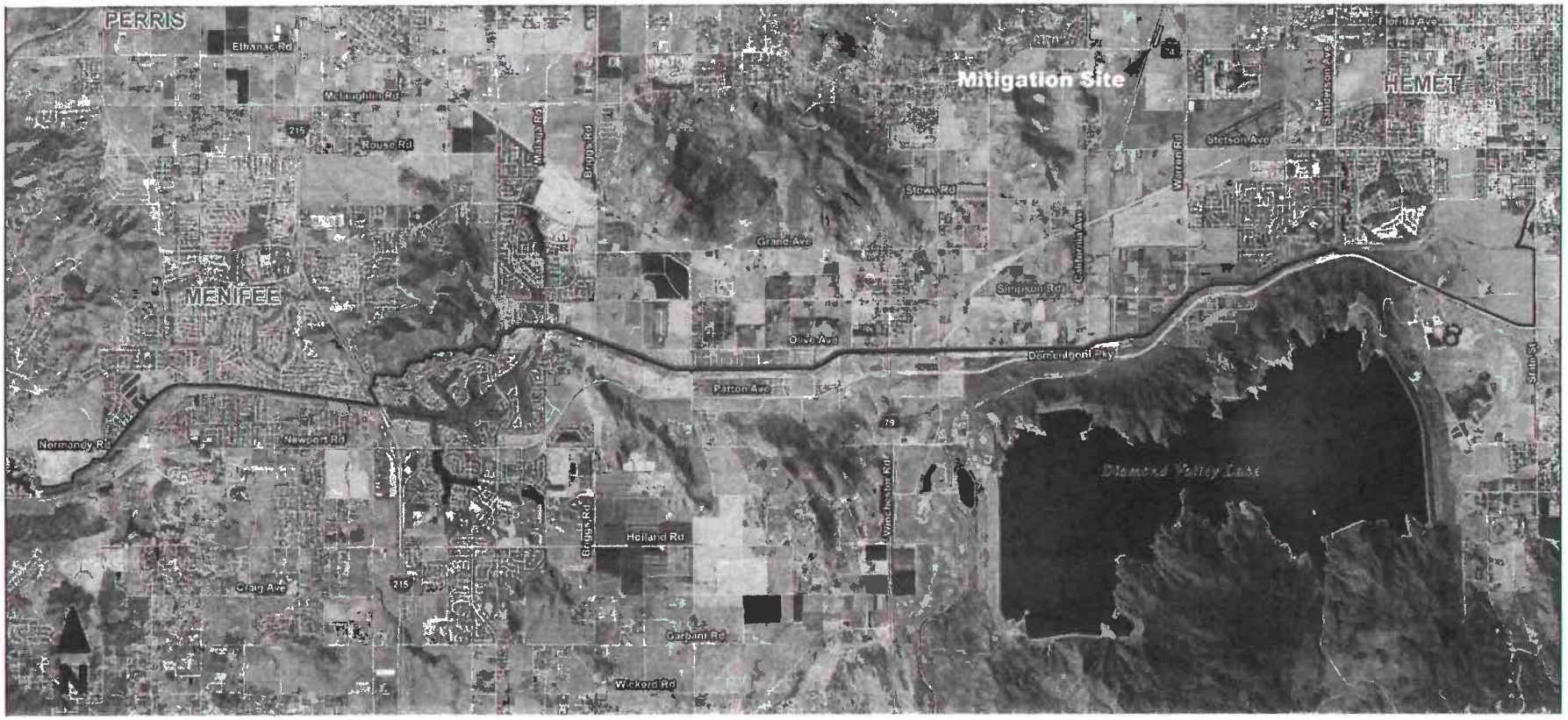
By: _____
Leila Moshref-Danesh
Deputy County Counsel

EXHIBIT "A"

SALT CREEK TRAIL LOCATION MAP

SALT CREEK TRAIL

LOCATION MAP



0 1 Mile

LEGEND

- **Current Project - environmental document and construction limits**
- **Current Project - environmental document only**
- **Future Project**
- **Mitigation Site**

EXHIBIT "B"

HABITAT MITIGATION AND MONITORING PROGRAM

ELMT CONSULTING

November 5, 2018

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
3525 14th Street
Riverside, California 92501

SUBJECT: Realignment of the Mitigation Area for the Salt Creek Trail Project

This memorandum documents the realignment of the proposed mitigation area for the Salt Creek Trail Project (Project). The proposed mitigation area is located within Assessor Parcel Numbers (APN) 455-130-030, 455-130-036 and 455-130-046 owned by the Western Riverside County Regional Conservation Authority (RCA) that is being used as compensatory mitigation to offset impacts to jurisdictional waters and the loss of riparian/riverine resources that will occur from Project implementation.

The originally proposed mitigation area partially extended outside of the northwest corner of the property owned by the RCA. To ensure the mitigation area was confined to RCA owned lands, its boundary was realigned to stay within the RCA owned parcel boundaries. The area that extended outside of the RCA owned parcels was realigned to extend east into the southern portion of parcel 455-130-030 and northern portion of parcel 455-130-036 from the northwestern boundary of the parcel 455-130-046.

The realignment of the mitigation area does not affect the quality or quantity (4.39 acres) of the previously approved mitigation area identified in the Habitat Mitigation and Monitoring Plan for the Project. The realigned mitigation area continues to support the requisite Saline/Alkali Soils (i.e., Willows silty clay, deep, strongly saline-alkali soils (Wn), and Waukena loam, saline-alkali (Wd)) needed to offset impacts to Salt Creek, and is set back from Highway 74 and Warren Road which reduces site access and potential trespassing issues. The realigned mitigation area provides the same habitat value(s) as the originally proposed mitigation area; however, it was realigned to remain within the RCA owned parcels.

Please do not hesitate to contact Travis McGill at (909) 816-1646 or travismcgill@elmtconsulting.com should you have any questions regarding this memorandum.

Sincerely,

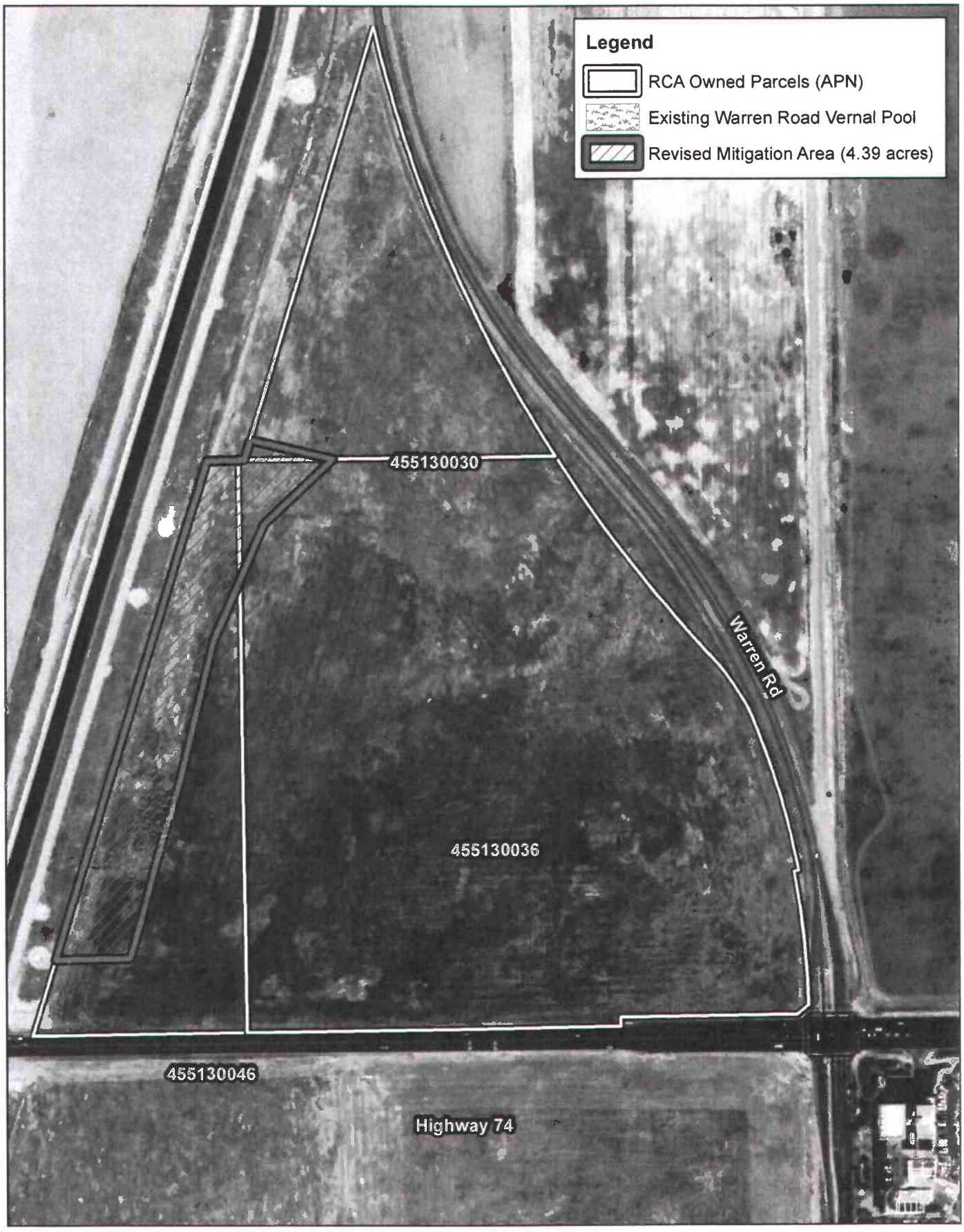
Travis J. McGill | Director

Attachments:

A) Mitigation Site Exhibits

Attachment A

Mitigation Site Exhibits



ELMT CONSULTING

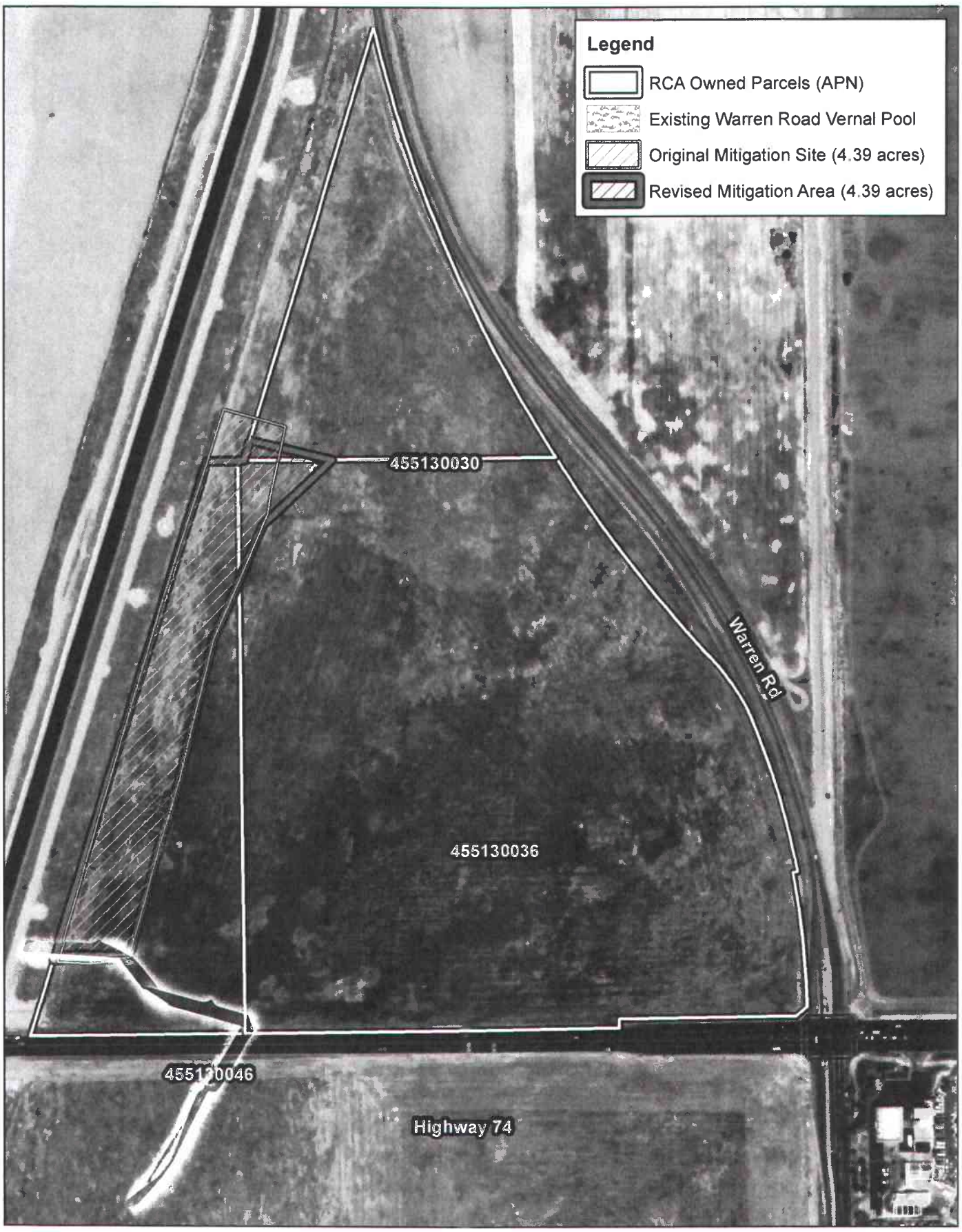
0 125 250 500 Feet

Source: ESRI Aerial Imagery, Riverside County

SALT CREEK TRAIL PROJECT

Proposed Mitigation Site

Exhibit 1



ELMT CONSULTING

0 125 250 500 Feet

Source: ESRI Aerial Imagery, Riverside County

SALT CREEK TRAIL PROJECT

Original Mitigation Site

Exhibit 2

HABITAT MITIGATION AND MONITORING PLAN

SALT CREEK TRAIL PROJECT

Prepared For:

Riverside County Transportation Department
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LIST OF ACRONYMS

CDFW	California Department of Fish and Wildlife
Corps	U.S. Army Corps of Engineers
CWA	Clean Water Act
HMMP	Habitat Mitigation and Monitoring Plan
MSHCP	Western Riverside County Multiple Species Habitat Conservation Plan
MWD	Metropolitan Water District
NWP	Nationwide Permit
OHWM	Ordinary High Water Mark
Project	Salt Creek Trail Project
RCA	Western Riverside County Regional Conservation Authority
RCFC&WCD	Riverside County Flood Control and Water Conservation District
RWQCB	Santa Ana Regional Water Quality Control Board
SAA	Streambed Alteration Agreement
USFWS	United States Fish and Wildlife Service
WQC	Water Quality Certification

Section 1 Introduction and Purpose

This Habitat Mitigation and Monitoring Plan (HMMP) has been prepared in accordance with the Santa Ana Regional Water Quality Control Board (RWQCB) Section 401 Water Quality Certification (WQC) No. 332017-16 and the California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement (SAA) No. 1600-2017-0151-R6 for the Salt Creek Trail Project (Project). This HMMP has been designed to provide general concepts and specific criteria to compensate for unavoidable impacts to jurisdictional resources that will occur as a result of the Project, and provides detailed direction regarding implementation and maintenance of the referenced compensatory mitigation as agreed upon by Western Riverside County Regional Conservation Authority (RCA) under the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), RWQCB, CDFW, and the United States Fish and Wildlife Service (USFWS) during the April 12, 2017 RCA Pre-Application meeting and the January 18, 2018 RCA Wildlife Agency Meeting.

1.1 PROJECT LOCATION AND DESCRIPTION

The County is proposing to construct and operate two (2) segments of the Project, totaling approximately 7.9 miles. The Project is located within the cities of Menifee and Hemet. The location of the western and eastern segment of the trail are described below:

- 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 (I-215). The trail will be built upon the 13 to 24 foot wide dirt maintenance road that exists along the north side of the Salt Creek channel. The trail would roughly parallel and provide an alternative pedestrian and bicycle route to Newport Road, including an undercrossing at I-215. The segment begins near existing Canyon Lake residential area and planned residential development, and terminates near Menifee Lakes Country Club, providing an alternative transportation corridor for the community.

- The eastern segment of the trail spans approximately 3.6 miles through the City of Hemet from the intersection of Sanderson Avenue and Domenigoni Parkway to the intersection of State Street and Chambers Street. The trail will be built within the existing dirt parkway along the north side of Domenigoni Parkway and along the west side of State Street within Metropolitan Water District (MWD) property, and along an existing maintenance road on the south side of Salt Creek channel to Chambers Street. The segment begins near Brubaker Park, West Valley High School, and residential areas, and would include a connection to the existing pedestrian crossing at Searl Parkway leading to Diamond Valley Lake Community Park. The trail terminates near Diamond Valley Middle School, McSweeny Elementary School, Echo Hills Golf Course, and residential areas.

The Project involves construction of a dual track trail consisting of an approximate 12 to 14 foot wide Class I paved bike path adjacent to an approximate 5 foot wide natural surface pedestrian path. The maximum depth of excavation would be approximately 1 foot along the trail, with depths up to 4 feet at localized areas of grading, and 15 feet for traffic signal pole foundations.

The trail will cross drainage courses at two (2) currently unimproved locations: east of Murrieta Road at the crossing of the Sun City Channel; and on the east side of the I-215 bridge. Proposed improvements at these locations will allow low flow water to pass under the trail while providing a stable surface above for trail users to traverse. The Project also involves the extension of one (1) existing box culvert to accommodate the new trail along Domenigoni Parkway east of Searl Parkway; extending the culvert at this location will minimize impacts to the associated drainage. Existing drainage flows will not be impeded by the improvements.

The western segment of the trail includes street crossings at Normandy Road, Murrieta Road, and Bradley Road. Safety at the crossings will be improved through the installation of pedestrian activated traffic signals as part of the Project. The designed alignment of the trail includes the avoidance of utilities as much as possible; therefore, major utility relocations are not expected.

The Project is located within Riverside County Flood Control and Water Conservation District (RCFC&WCD), City of Menifee, City of Hemet, and Caltrans right-of-way (ROW), for which the trail would be constructed and operated under encroachment permits with the agencies. The Project is also located within MWD, Sutter Mitland 01 and Charles McSweeny properties, for which the trail would be constructed and operated under easements and/or license agreements. Construction of the Project would not require the relocation of business or residential uses because all parcels to be traversed by the trail are currently vacant and do not contain residences or businesses. Final easement acquisition requirements are currently being evaluated. Potential construction staging areas are included in the Project footprint at various undeveloped locations throughout the alignment.

The Project will serve a variety of user groups with a wide range of interests and abilities ranging from casual pedestrian and family use to advanced cyclists, commuters, runners and hikers.

1.2 JURISDICTIONAL RESOURCES

Four (4) hydrogeomorphic features were observed within both the western and eastern segments of the trail: Salt Creek, Sun City Channel, and two unnamed drainage features (Drainage 1 and Drainage 2). Sun City Channel, Drainage 1, and Drainage 2 are tributaries to Salt Creek which flows in an east to west direction. Salt Creek generally flows in an east to west before discharging into Canyon Lake west of the Project site.

Salt Creek

Western Segment of Trail

The Ordinary High Water Mark (OHWM) ranged from 10 to 50 feet in width within the western segment of the trail and was documented through the observation of the following indicators: scour; flow patterns; drift deposits; and substrate characteristics (i.e., sandy soils). The OHWM indicators were observed within a defined "active" channel[1] or low flow channel within the broader floodplain of Salt Creek. The active channel of Salt Creek within the western segment of the trail is confined within an incised channel. During significant storm events, water flows within Salt Creek are provided by direct precipitation and surface water run-off from surrounding developments that are conveyed via culverts extending out of the bank of Salt Creek. Storm water is then conveyed from the culverts directly into the active channel of Salt Creek. The terrace above the active channel, within the broader floodplain of Salt Creek, is routinely maintained by the RCFC&WCD and no OHWM indicators (i.e., scour, flow patterns, drift deposits, changes in substrate characteristics) were observed on this terrace within the broader floodplain of Salt Creek. CDFW jurisdictional streambed was measured from top of bank to top of bank within the channelized portion of Salt Creek, and was taken to the outer dripline of the restored riparian vegetation between Normandy Road and Goetz Road. CDFW jurisdictional streambed ranged from 100 to 1,000 feet in width within the western segment.

Eastern Segment of Trail

Within the eastern segment, Salt Creek is an ephemeral earthen trapezoidal channel with concrete-lined banks. The channelized feature exhibited indicators of an OHWM of 200 feet in width, including the presence of a bed and bank, drift deposits, and a disruption of upland vegetation within the low flow channel. The OHWM was taken from toe of slope to toe of slope since this portion of Salt Creek does not have defined active channel. The active channel of Salt Creek within the eastern segment of the trail is more dynamic as water flows have the potential to migrate across the entire floodplain during significant storm events since the active channel is not incised. CDFW jurisdictional streambed was measured from top of bank to top of bank within the channelized portion of Salt Creek. CDFW jurisdictional streambed measured approximately 225 feet in width within the eastern segment.

Sun City Channel

Western Segment of Trail

Sun City Channel is located approximately 600 feet east of Murrieta Road and extends from Ridgemoor Road south to Salt Creek within the western segment of the trail. Sun City Channel is an earthen trapezoidal channel with a concrete-lined v-ditch that conveys normal flows through the middle of the channel from north to south. The OHWM measured 10 feet in width and was taken to the outer edge of the concrete-lined

[1] The active channel is the portion of the river and floodplain inundated at normal wider flood flows (i.e., those with an average return interval of one to two years), that result in field indicators of ordinary high water (Ordinary High Water Mark).

v-ditch. The concrete-lined v-ditch within Sun City Channel is the "active" channel or low flow channel within the broader floodplain. During storm events, water flows within Sun City Channel are provided by direct precipitation and surface water run-off from surrounding developments that are conveyed via culverts extending out of the bank of the channel into the concrete-lined v-ditch. Storm water is then conveyed from the concrete-lined v-ditch south into the active channel of Salt Creek. The terrace above the concrete-lined v-ditch is routinely maintained by the RCFC&WCD and no OWHM indicators were observed within on this terrace within the broader floodplain. CDFW jurisdictional streambed was measured from top of bank to top of bank within the channelized portion of Sun City Channel. CDFW jurisdictional streambed measured approximately 200 feet in width within the western segment.

Drainage 1

Eastern Segment of Trail

Drainage 1 is an unnamed, ephemeral drainage feature located within the eastern segment of the trail. Drainage 1 is located approximately 0.25 mile east of Searl Parkway. Drainage 1 collects flows south of Domenigoni Parkway and conveys them north under Domenigoni Parkway through a double box culvert then into Salt Creek to the north. Drainage 1 exhibits an earthen streambed characterized by sand/gravel substrate consisting of fine sediment and cobble. The OHWM ranged from 10 to 70 feet in width and was documented via the following indicators: scour, shelving, substrate distribution, drift/debris, drainage patterns and changes in terrestrial vegetation. CDFW jurisdictional streambed was measured from the outer edge of the concrete box culvert and wing wall to the outer dripline of vegetation within Drainage 1. CDFW jurisdictional streambed ranged from 30 to 125 feet in width within the eastern segment.

Drainage 2

Western Segment of Trail

Drainage 2 is an unnamed, ephemeral drainage feature located within the western segment of the trail, east of I-215. Drainage 2 receives water from sheet flow off of Antelope Road and conveys them into Salt Creek, east of I-215. Drainage 2 exhibits an earthen streambed characterized cobble and riprap. The OWHM ranged from 5 to 10 feet in width and was documented via the following indicators: scour; drift/debris, and changes in terrestrial vegetation. CDFW jurisdictional streambed was measured from bank to bank and encompassed the riprap lined area. CDFW jurisdictional streambed ranged from 40 to 70 feet in width.

1.2.1 FUNCTION AND VALUES

The four drainages likely perform the following functions within the local area of the San Jacinto watershed: energy dissipation, infiltration of floodwaters, moderation of groundwater flow or discharge, nutrient cycling, retention of particulates, spatial habitat structure, and connectivity with similar habitats upstream. In supporting a limited amount of riparian vegetation and providing a seasonal water source, these drainages can be considered to have multiple resource value to local and migratory wildlife. However, the riparian/riverine habitat within all four drainages is considered low to moderate in quality due to low

infrequent flows, discontinuous vegetative cover within the bed and banks, small patch sizes, high perimeter-to-area ratios, fragmentation by surrounding development, exposure to human disturbance, and adjacency or edge effects (i.e., mowing).

Portions of Salt Creek provide habitat for species and provides for movement of species from the Hemet area in the east, through the central region of the MSHCP planning area, to Canyon Lake in the west. In addition, maintenance of existing floodplain processes along Salt Creek is important for a number of the Narrow Endemic Plant Species listed in MSHCP. Further, Salt Creek and Sun City Channel are constrained by existing urban and agriculture along both their edges, which have reduced their functions and values.

1.2.2 JURISDICTIONAL IMPACTS

Sun City Channel, Drainage 1, and Drainage 2 are tributaries to Salt Creek which flows in an east to west direction. Salt Creek then flows west into Canyon Lake, west of the Project. Canyon Lake was created in 1927 after installation of the Railroad Canyon Dam which impounds the San Jacinto River and Salt Creek to fill the reservoir. Water from Canyon Lake flows west through the dam into Lake Elsinore. From Lake Elsinore, water flows out to Temescal Wash, which is ultimately tributary to the Santa Ana River (Relatively Permanent Water) and the Pacific Ocean (Traditional Navigable Water). Therefore, the 4 hydrogeomorphic features would qualify as waters of the United States and fall under the regulatory authority of the U.S. Army Corps of Engineers (Corps), RWQCB, and CDFW.

Based on current design plans, the Project will result in approximately 0.06 acre of permanent and 0.03 acre of temporary impacts to Corps and RWQCB non-wetland waters, and approximately 1.05 acres of permanent and 0.62 acre of temporary impacts to CDFW jurisdictional streambed (refer to Table 1).

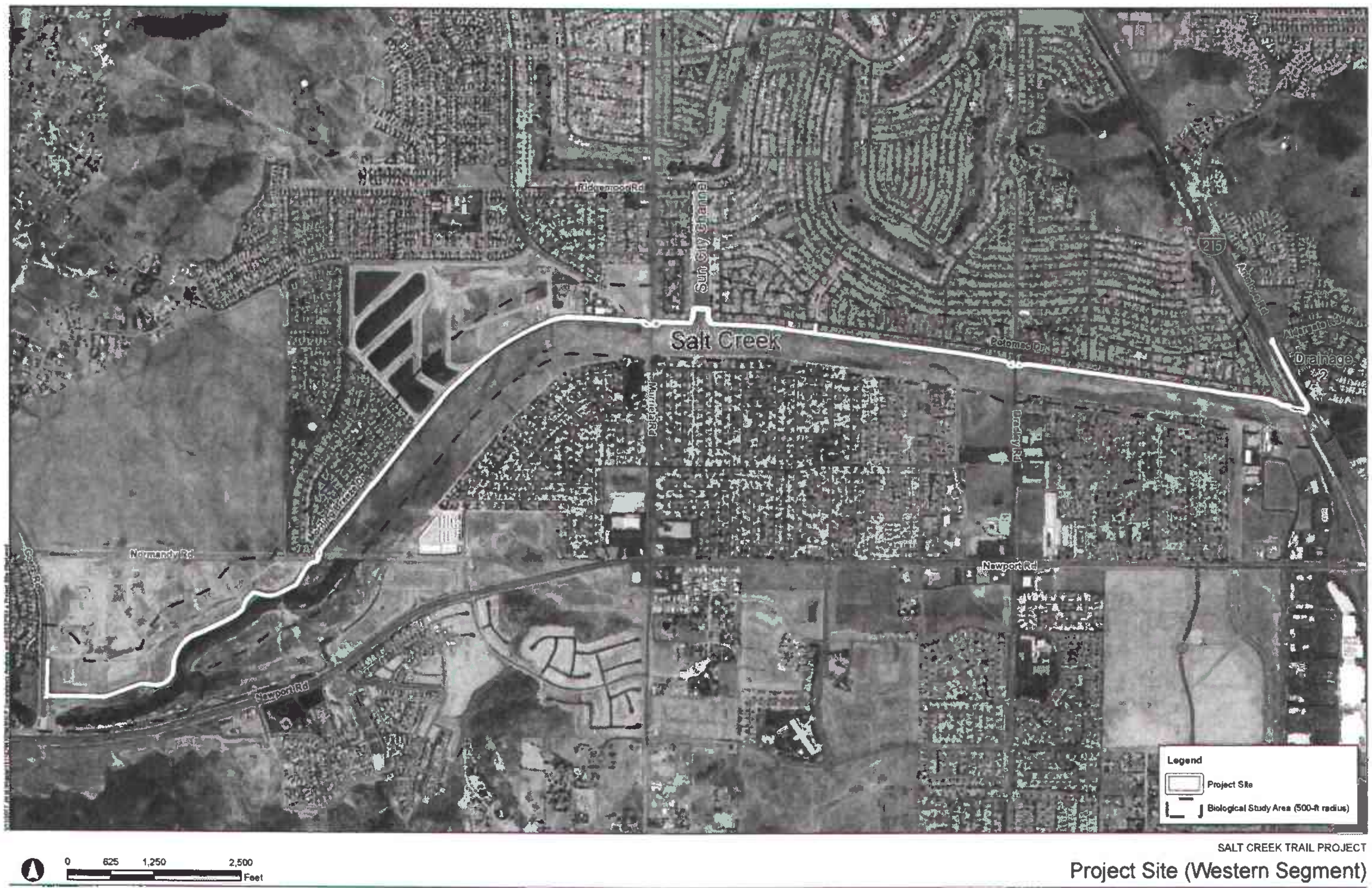
Table 1: Project Impact Summary

Jurisdictional Feature	Stream Flow	Cowardin Class	Class of Aquatic Resource	Corps/RWQCB Waters of the U.S.		CDFW Streambed and Riparian Habitat	
				Permanent	Temporary	Permanent	Temporary
Salt Creek	Ephemeral	Riverine	Non-Section 10 Non-Wetland	0.02	0.01	0.63	0.34
Sun City Channel	Ephemeral	Riverine	Non-Section 10 Non-Wetland	0	0.01	0.33	0.23
Drainage 1	Ephemeral	Riverine	Non-Section 10 Non-Wetland	0.03	0.01	0.07	0.01
Drainage 2	Ephemeral	Riverine	Non-Section 10 Non-Wetland	0.01	0	0.02	0.04
			TOTALS	**0.06**	**0.03**	**1.05**	**0.62**

1.3 RESPONSIBLE PARTIES

The County will be the responsible party for this HMMP and will retain a qualified Project Biologist that has expertise in plant identification and demonstrates an understanding of local plant community ecology and habitat restoration techniques. The Project Biologist will ensure that the County follows the guidelines

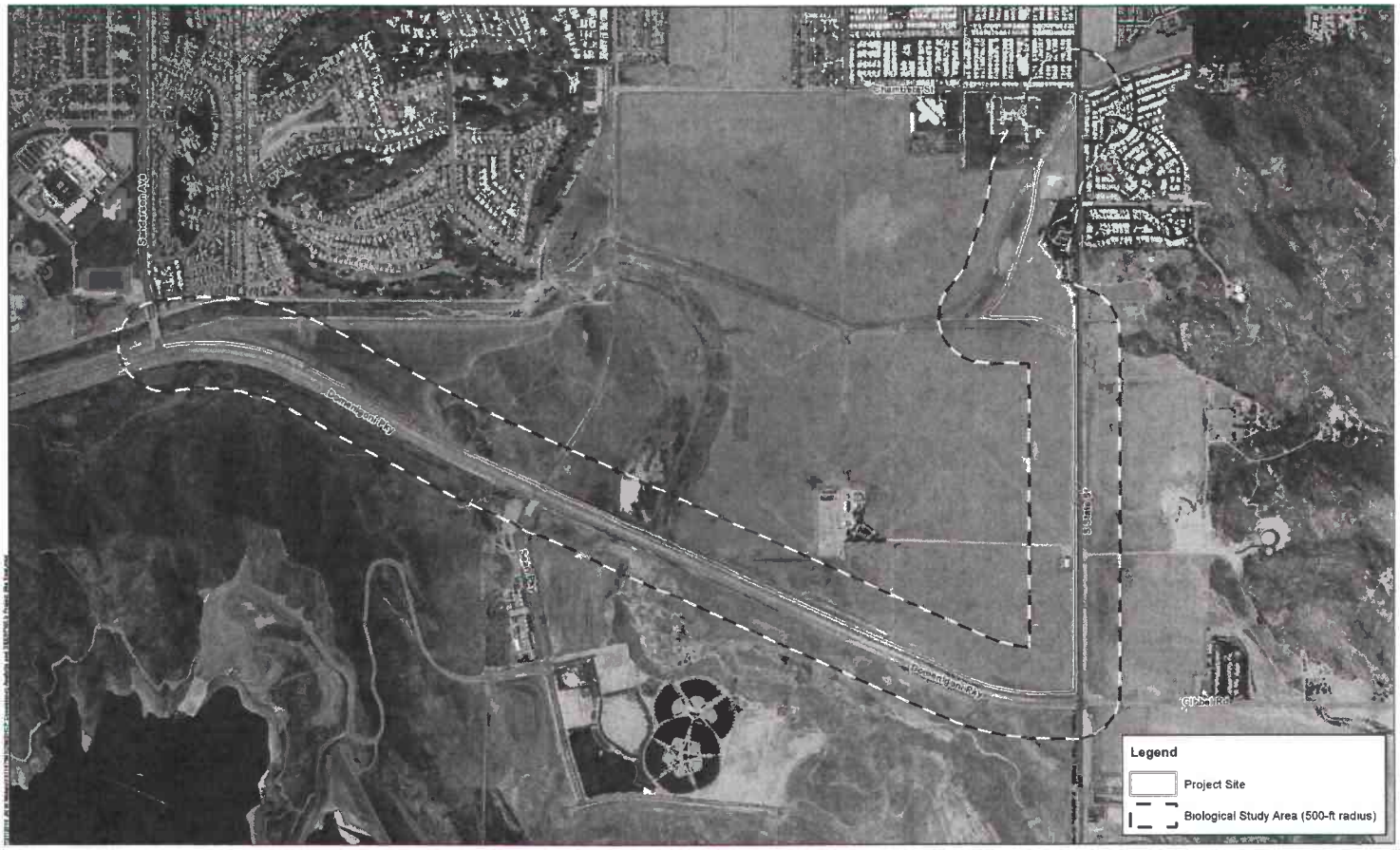
and measures set forth in the HMMP and agency approvals (i.e., Corps Nationwide Permit (NWP), WQC and SAA). Further, the Project Biologist will be responsible for monitoring the implementation of the HMMP and documenting site conditions throughout the maintenance and monitoring program.



SALT CREEK TRAIL PROJECT

Project Site (Western Segment)

Exhibit 1a



0 500 1,000 2,000 Feet

Source: Riverside County, ESRI World Imagery

SALT CREEK TRAIL PROJECT

Project Site (Eastern Segment)

Exhibit 1B

Section 2 Mitigation Goals

The overall goal of mitigation is to compensate for unavoidable impacts to jurisdictional resources that will occur as a result of the Project. This section describes the goals of the mitigation program.

2.1 METHOD OF COMPENSATION

Based on the input received during the April 12, 2017 RCA Pre-Application meeting and January 18, 2018 RCA Wildlife Agency Meeting, the RCA, RWQCB, CDFW, and USFWS agreed upon/accepted the following mitigation ratios and program to off-set impacts to jurisdictional areas. Permanent impacts to jurisdictional waters will be mitigated at a ratio of 3:1 and temporary impacts will be mitigated at a ratio of 2:1. Following the January 18, 2018 RCA Wildlife Agency meeting, it was determined that the applicant (Riverside County Transportation Department) will restore 4.39 acres of habitat in the City of Hemet, located near the Project Site on Assessor Parcel Numbers 455-130-036 and 455-130-046 owned by the RCA. Refer to Table 2 for a summary of the compensatory mitigation.

In addition to the 4.39-acre mitigation site, vegetated areas that will be temporarily impacted from Project development will be restored, by seeding, tackifier, and/or hydromulch, to current conditions after construction is completed. All plant species installed within the temporarily disturbed areas shall include only local California native seeds. CDFW recommended that plant material be installed between October 1 and November 30 to maximize the benefits of the winter rainy season.

Table 2: Summary of Mitigation

Impact Type	RWQCB			CDFW		
	Impact Acreage	Mitigation Acreage	Mitigation Ratio	Impact Acreage	Mitigation Acreage	Mitigation Ratio
Permanent	0.06	3.15	52.5:1	1.05	3.15	3:1
Temporary	0.03	1.64	54.7:1	0.62	1.64	2:1
Totals	**0.09**	**4.39**		**1.67**	**4.39**	

2.1.1 FUNCTION AND VALUES

The mitigation site would result in a net increase in the function and value of riparian/riverine habitat within western Riverside County. The 4.39-acre of restored habitat within the City of Hemet will provide higher quality alkali soil habitat that connects into the existing vernal pool complex than will be impacted from Project development. As a result, the compensatory mitigation activities will provide biologically superior habitat in the region for impacts to jurisdictional areas within Salt Creek, Sun City Channel, Drainage 1, and Drainage 2.

2.2 SCHEDULE

Seeding within the mitigation site will be installed during the first fall/winter season following completion of site preparation activities. The mitigation site will be subject to maintenance and monitoring activities for up to five years or until success criteria are met. Since the mitigation site is owned by the RCA, the RCA has agreed to provide long term management of the mitigation site which will commence after the initial five years of maintenance and monitoring activities.

Section 3 Mitigation Site

The mitigation site is currently owned by the Western Riverside RCA and was selected in coordination with the RCA and Wildlife Agencies based on its potential to restore native alkali habitat within the City of Hemet's vernal pool complex. Please refer to the following sections for additional information regarding the site selection process.

3.1 LOCATION AND SIZE

The mitigation site is generally located east of Interstate 215, south of State Route 60, north of State Route 79, and west of the San Jacinto Mountains in the City of Hemet, Riverside County, California (Exhibit 2, Mitigation Site Vicinity). Specifically, the mitigation site is located north of Highway 79/Florida Avenue, west of Warren Road, and east of the San Diego Canal within Assessor Parcel Numbers 455-130-036 and 455-130-046, which are owned by the Western Riverside County RCA.

On December 19, 2017, Brett Mills, District Manager of the San Jacinto Basin Resource Conservation District (SJBRCD) and Travis McGill, project Biologist, conducted a field investigation to evaluate the nine parcels owned by the RCA within the City of Hemet. Based on existing conditions documented during the December 19, 2017 field investigation and input received from the SJBRCD, approximately 4.39 acres of land (which is equivalent to the agreed upon acreage needed for compensatory mitigation to mitigate for impacts to jurisdictional water and the loss of riparian/riverine habitat) located west of Warren Road and north of Highway 74/Florida Avenue was identified as the proposed mitigation site (refer to Exhibit 3, *Proposed Mitigation Site*).

3.2 EXISTING CONDITIONS

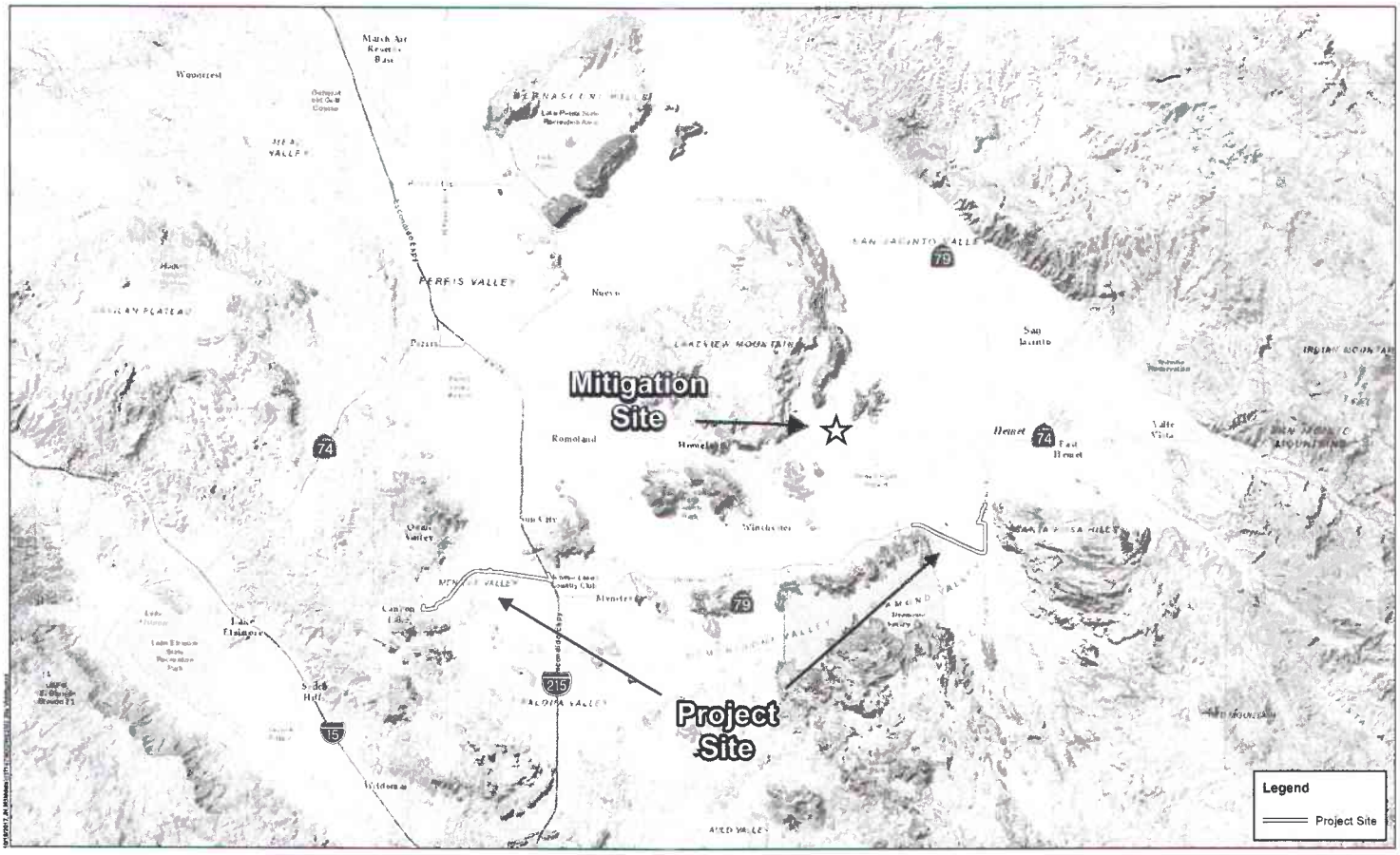
The proposed mitigation site and immediately surrounding perimeter were recently burned during a brush fire that occurred in December 2017. As a result, the fire created a buffer around the proposed mitigation site from surrounding non-native grasses, which provides a clean/sterile site devoid of non-native grasses that allow for the control of non-native grasses from surrounding areas. Furthermore, the recent burn also allows for better control of non-native grasses from out competing native species during the spring blooming period. The recent fire has likely exposed the underlying native seed bank. Based on the United States Department of Agriculture (USDA) Natural Resources Conservation Service Web Soil Survey, the mitigation site is underlain by the following soil units: Willows silty clay, deep, strongly saline-alkali soils (Wn) and Waukena loam, saline-alkali (Wd).

Fencing occurs along the western boundary separating the site from the adjacent canal/aqueduct. In addition, the proposed mitigation site is located approximately 420 feet from Warren Road to the east and 720 feet from Highway 74/Florida Avenue to the south, further separating it from potential anthropogenic disturbances.

Since the proposed mitigation site is situated in the middle of the western boundary of the RCA owned parcels north of Florida Avenue (Hwy 74) it is isolated from vehicles and pedestrians traveling on Warren Road and Florida Avenue. The limited site access reduces the potential trespassing, and is beneficial to the establishment of native plant species within the proposed mitigation site.

3.3 SURROUNDING AREAS

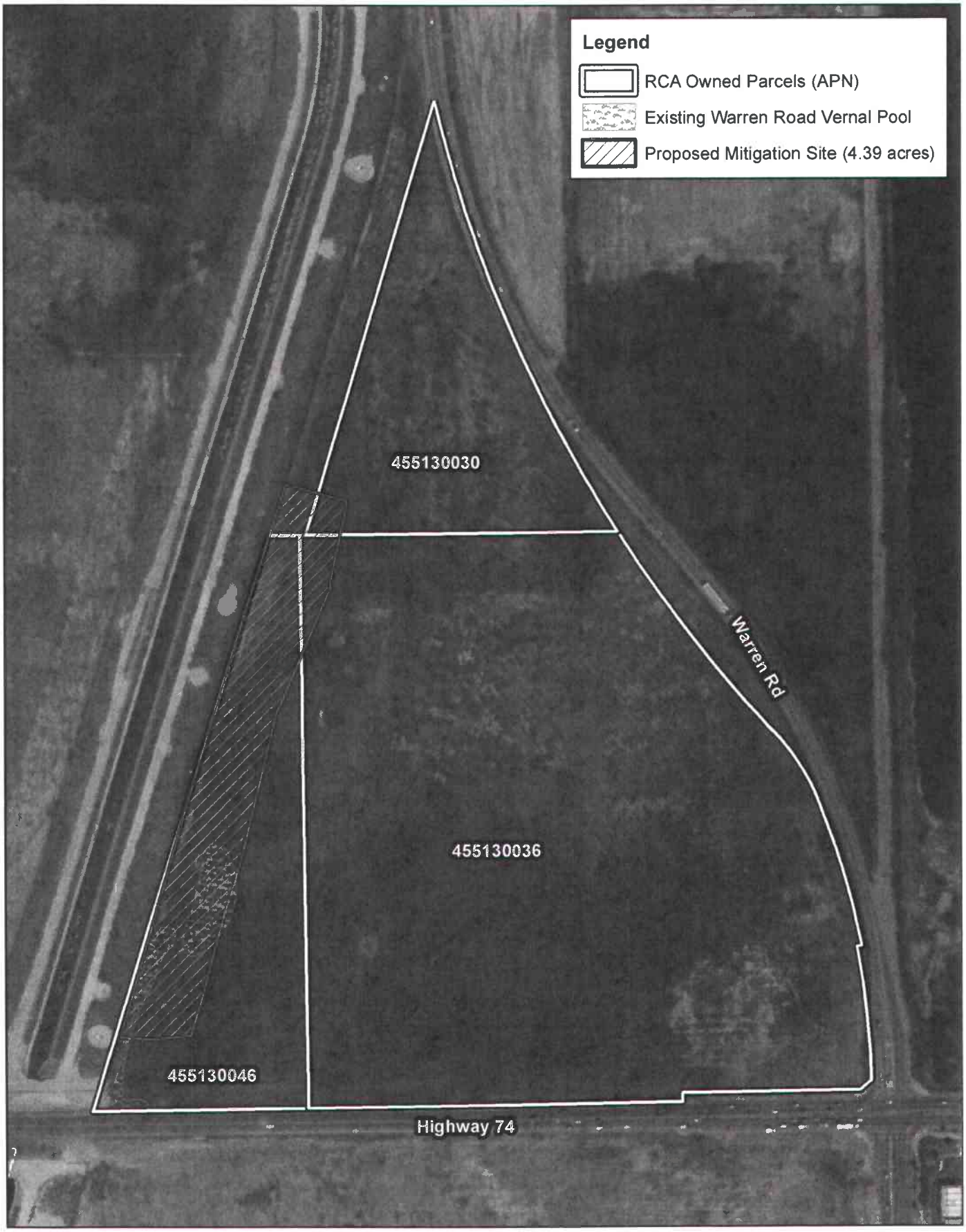
Land uses within the vicinity of the mitigation site primarily consist of residential and commerical development and vacant (undeveloped) land that has been used for agricultural purposes (Exhibit 3, *Site Vicinity*). The San Diego Canal flows in a north to south direction along the western boundary of the mitigation site.



SALT CREEK TRAIL PROJECT

Mitigation Site Vicinity

Exhibit 2



ELMT CONSULTING

0 125 250 500 Feet

Source: USA Topographic Maps

SALT CREEK TRAIL PROJECT

Proposed Mitigation Site

Exhibit 3

Section 4 Implementation Plan

4.1 BASIS FOR SUCCESS

The mitigation site is expected to be successful for the following reasons: (1) the plant palette selected will include a mixture of locally present plant species adapted to the alkali soils within the City of Hemet vernal pool complex which will ensure the successful establishment of native plants; (2) the HMMP allows for adaptive management and remedial action if necessary to ensure success criteria is being met during the initial five years of maintenance and monitoring; and (3) a Restoration Contractor or Project biologist will supervise the implementation, maintenance, and monitoring activities within the mitigation site to ensure the success of the native plant species and removal of non-native/invasive plant species.

4.2 FINANCIAL ASSURANCE

The County will be responsible for the funding, planning, implementation, maintenance, and monitoring of the HMMP during the initial five years. Upon receipt of successful completion of the HMMP from CDFW, USFWS, and the RWQCB, the County will be released from further maintenance and monitoring requirements of the mitigation site and the RCA will then take over management of the site.

4.3 CONTRACTING REQUIREMENTS

Maintenance activities within the mitigation site will be the responsibility of the County and/or their hired Restoration Contractor. The Restoration Contractor should have expertise in plant identification and demonstrate an understanding of local plant community ecology and habitat restoration techniques. The County will also retain a qualified Project Biologist to ensure that the County and their contractors follow the guidelines and measures set forth in the HMMP and agency approvals (i.e., NWP, WQC, and SAA). Further, the Project Biologist will be responsible for monitoring the implementation of the HMMP and documenting site conditions throughout the maintenance and monitoring program.

4.4 IMPLEMENTATION SCHEDULE

Seeding within the mitigation site is proposed to occur between October 1 and November 30 to maximize the benefits of the winter rainy season.

4.5 SITE PREPARATION AND INSTALLATION

Site preparation activities of the mitigation site will consist of the following tasks: (1) weed eradication; and (2) seeding/imprinting. These activities are described in further detail below.

4.5.1 Weed Eradication

Any non-native/invasive plant species persisting within the mitigation site will be removed prior to seeding. The removal of non-native/invasive plant species will be conducted by the Restoration Contractor under the direction of the Project Biologist. All non-native/invasive plant material removed from the mitigation site must be disposed of off-site in a manner that prevents the introduction and establishment of those species to new areas. It should be noted that no herbicide will be used within or adjacent to the existing vernal pool footprint (refer to Exhibit 3), and no mechanical equipment will be permitted within the vernal pool footprint. In addition, any rare endemic plant species should be flagged, and herbicide should not be used on or adjacent to the plants.

4.5.2 Seeding/Imprinting

The Restoration Contractor will be responsible for managing the mitigation site and performing seeding/imprinting, maintenance, and corrective measures. This will include providing weeding, protection, and other reasonable measures needed to provide for the successful establishment of the native seeds during installation. All plant species installed within the mitigation site shall include only local California native seeds, and shall be typical of the existing native plant species present in the existing riparian areas within and adjacent to the Project site.

Plant and Seed Palettes

The native plant palette will include native plant species that occur in the alkali soils in the San Jacinto River floodplain. Refer to Table 4 for a summary of the proposed seed mix to be applied. The proposed seed mix was prepared in coordination with CDFW, USFWS, RWQCB, and the RCA during the RCA Pre-Application meeting attended on April 12, 2017. The list provided in Table 4 includes several California Native Plant Society (CNPS) Rare Plant Rank listed species. Seeds for several of these plant species might not be able to be obtained. If seeds for any of the plant species cannot be obtained, they will not be included in the seed mix, and the quantity of other seeds on the list will be increased accordingly.

Table 3: Proposed Seed Mix

Scientific Name	Common Name	Minimum Purity/ Germination	Pounds/Acre	Total Pounds
*Atriplex parishii**	Parish's saltbush	- / -	0.5	2.2
Atriplex serenana var. *davidsonii**	Davidson's saltbush	- / -	0.5	2.2
Centromadia pungens ssp. *laevis**	Smooth tarplant	95 / 70	3	13.17
Cressa truxillensis	alkali weed	95/ 70	4	17.56
Distichlis spicata	salt grass	95 / 70	2	8.78
Frankenia salina	alkali heath	80 / 75	4	17.56
Hordeum depressum	alkali barley	85	3	13.17
*Hordeum intercedens**	little barley	- / -	0.5	2.2
*Lasthenia glabrata ssp. coulteri**	California goldfields	- / -	0.5	2.2
Layia platyglossa	tidy tips	80 / 75	2	8.78
Malvella leprosa	alkali mallow	80 / 75	3	13.17
Myosurus minimus var. *apis*†*	little mouse tail	- / -	0.25	1.10
*Psilocarphus brevissimus**	woolly marbles	- / -	0.5	2.2
Veronica peregrina var. *xalapensis*	Mexican speedwell	80 / 75	3	13.17
Total			26.75	117.46

*CNPS Rare Plant Rank listed species.

†This plant species is a vernal pool edge plant, and, therefore, it will only be seeded in an adjacent to the two vernal pools on the mitigation site, but will not be seeded throughout the mitigation site.

Seed Mix Application

Appropriate native seed mixes will be applied to the mitigation site to provide suitable shrub and herbaceous species cover. Seeds will be procured from S&S Seeds, the RCA, the Irvine Ranch Conservancy, the Theodore Payne Foundation, and/or any other commercial native seed supply company in the western United States if the vendor either has the species in stock or can be contracted to collect and produce the quantity of seeds needed to meet the Project's restoration goals. Seeds will have to be collected and multiplied ("bulked") for most or all of the species in the seed mix. Any seed collection on RCA lands will be coordinated with the RCA prior to any seed collection. Seeds will be imprinted where there is bare

ground. Seeding will be performed between October and November, when weather and soil conditions are suitable for plant establishment and season rains can facilitate successful germination. Timing of seed mix application will be approved in advance by the Project Biologist.

All native seed mixes will be clearly labeled showing the type of seed, test date, supplier name, and percentage of the following: pure seed; crop seed; inert matter; weed seed; noxious weeds; and total germination content. All material will be delivered to the mitigation site in original, unopened containers bearing the manufacturer's guaranteed analysis. All native seed mixes will be stored in a dark, cool place and not be allowed to become damp.

Soil surfaces will be raked to an approximate depth of 12 inches prior to seed mix application to provide loose soils suitable for seed mix germination and establishment.

Since alkali weed (*Cressa truxillensis*) and alkali mallow (*Malvella leprosa*) are perennial plant species (in contrast to most of the other plant species in the restoration plant palate), approximately 75 live individuals of each of these two plant species well be outplanted throughout the site immediately after 1 inch or more of cumulative cool-season rainfall has occurred within a 7-day period during the November – January timeframe.

4.6 TRESPASS CONTROL

Signage must be placed at appropriate locations around the perimeter of the mitigation site to restrict access. The sign shall say something similar to:

HABITAT RESTORATION
NO TRESPASSING

The perimeter of the mitigation site will be fenced with an Environmentally Sensitive Area (ESA)-type fencing to demarcate the mitigation site and restrict/reduce trespassing. The ESA-type fencing will be black or other neutral color as to not attract attention. The fencing will be removed at the conclusion of the monitoring period.

4.7 AS-BUILT CONDITIONS

Once the mitigation has been implemented, the County will submit a report to CDFW, USFWS, RWQCB, and the RCA within 30 days of completion of the 90-day plant establishment period for the mitigation plans (total of 120 days) for review and confirmation. The CDFW, USFWS, RWQCB, and the RCA may request a site visit to ensure that the mitigation has been implemented correctly. The report will also be inclusive of the Year 0 baseline data. At a minimum, the As-Built Report will include the following information:

(a) A description of the site preparation activities (i.e., non- native/invasive plant removal, seeding) completed within the mitigation site;

(b) The native seed mix used, including quantities; and

(c) Pre-/post mitigation site photographs taken from permanent photograph stations.

Section 5 Maintenance Plan

The following sections describe the maintenance activities that will be performed within the mitigation site throughout the maintenance and monitoring program. Biological resources within the mitigation site will be protected during all maintenance activities.

5.1 RESPONSIBLE PARTIES

Maintenance activities within the mitigation site during the maintenance and monitoring program will be the responsibility of the County and/or their Restoration Contractor.

5.2 MAINTENANCE SCHEDULE AND ACTIVITIES

Following the completion of site preparation activities, the Restoration Contractor will conduct monthly maintenance of the mitigation site for at least the first year. Maintenance frequency may be reduced to every three months for the remainder of the maintenance and monitoring program if success criteria is being met and weed control of non-native/invasive plant species is being controlled. The maintenance schedule may be reduced further based on monitoring results and recommendations made by the Project Biologist.

5.2.1 Plant Inspection

The Project Biologist and Restoration Contractor will conduct monthly qualitative monitoring site inspections of the mitigation site for the first year. Thereafter, the mitigation site will be inspected for the remainder of the maintenance and monitoring program once a month during the March – May blooming season for most annual plant species in this habitat (three monitoring visits), and once during the July – August period to monitor the condition of native tarplants (*Centromadia pungens* ssp. *laevis*) and to monitor for site invasion by summer-active invasive forb species (e.g., *Salsola* tumbleweeds, *Kochia scoparia*, *Bassia* species, and non-native species of *Chenopodium* and *Amaranthus*). The Project Biologist will maintain a written record of each site inspection that documents plant health and any issues that may arise from unforeseen circumstances such as changes in hydrology, erosion, vandalism, herbivory, competition from invasive species, pests, or disease. Should any remedial action (e.g., fencing, reseeding, erosion control measures, etc.) be necessary, the Project Biologist will coordinate with the County and/or the Restoration Contractor and implement necessary measures to resolve the issue.

5.2.2 Weed Control

It will be the Restoration Contractor's responsibility to control non-native/invasive plant species in the mitigation site for the duration of the maintenance and monitoring program. The Restoration Contractor will use a combination of mechanical and chemical methods to control non-native/invasive plant species in the mitigation site. Mechanical weed control methods include hand-pulling, digging, cutting, or mowing target non-native/invasive plant species. In circumstances where mechanical weed control methods are not

effective, chemical treatments using an Environmental Protection Agency-approved water- and amphibian-safe herbicide (e.g. Aquamaster) will be utilized. The applicator will have the appropriate certification to apply herbicides. Chemical weed control methods include spot treatments, basal bark treatments, or cut stump treatments. All non-native/invasive plant material removed from the mitigation site must be disposed of off-site in a manner that prevents the introduction and establishment of those species to new areas.

Prior to initiating any weed control measures, the Restoration Contractor will meet on-site with the Project Biologist to determine the extent and methods of weed control. The Project Biologist will provide adequate supervision for maintenance personnel that may not be skilled at identifying and discriminating between weeds and native plant species. The Project Biologist will also ensure that no herbicide will be used within or adjacent to the existing vernal pool footprint, and no mechanical equipment will be permitted within the vernal pool footprint. The Project Biologist will also help flag any rare endemic plant species to ensure no herbicide is used on or adjacent to the plants. The prime period for weed removal is in the spring during the months of March and April. Weed eradication at this time is ideal because soils are typically moist enough for hand-pulling and therefore can be removed before their detrimental effects of depriving native plants of sunlight, moisture, and nutrients occur. Additionally, it is imperative that non-native/invasive plant species are removed before they can successfully produce and disperse their seeds. If non-native/invasive plant species are not controlled during this period of time, the successful establishment of native plant species within the mitigation site would be prolonged or reduced.

5.2.3 Trash and Debris Removal

During routine maintenance, the Restoration Contractor will remove any litter, trash, and debris from the mitigation site and dispose of it off-site as permitted by law. The Restoration Contractor will be responsible for avoiding impacts to native plant species during removal activities. Removal should be done by hand, when feasible. However, removal may be done by machine if trash or debris items weigh over 50 pounds or cannot easily be carried off-site by one individual.

5.2.4 Additional Seeding

Any plant failure below the required native plant survival rates and coverage criteria within the mitigation site will be compensated by reseeding using approved native plant species. Plant replacement should occur during October and November so that the seeded speices of annuals will have the best possible chance of surviving long enough to reproduce before they wither and die at the end of the November – March rainy season. During routine site inspections, the Project Biologist will assess the condition of all native plant species occurring within the mitigation site and determine if any remedial actions should be implemented. Should any remedial action (e.g., fencing, reseeding, erosion control measures, etc.) be necessary, the Project Biologist will coordinate with the County and/or the Restoration Contractor and implement necessary measures to resolve the issue.

Section 6 Monitoring Plan

6.1 MITIGATION SUCCESS CRITERIA

Success criteria used to evaluate success of the establishment and maintenance efforts includes percent cover of native and non-native/invasive plant species. Success of the mitigation site will be based on achieving specific target levels at the end of each year, as summarized in Table 5 below.

Table 4: Mitigation Success Criteria

Performance Standard	Years 1 and 2	Year 3	Year 4	Year 5
Native Cover	Year 1 – 20% Year 2 – 35%	≥ 45%	≥ 55%	≥ 65%
Non-Native Cover	Year 1 – 20% Year 2 – 15%	≤ 10%	≤ 10%	≤ 10%

6.1.1 TARGET FUNCTIONS AND VALUES

With the removal of non-native plant species and the establishment of native plant species, the function and value of the habitat within the mitigation site will increase. The compensatory mitigation will re-establish native habitats within the City of Hemet vernal pool complex, with the anticipation that the native plant species will continue to disperse to adjacent areas and displace the non-native plant species. While the hydrology of the site would remain the same, the physical structure and topographic complexity would increase as the mitigation site will be restored with a diverse mixture of native plant species adapted to living in alkali soils. Improvements to functions and values within the mitigation site include nutrient retention, species diversity, biological filtration, and native wildlife habitat.

6.2 MONITORING METHODS

6.2.1 PHOTOGRAPHIC DOCUMENTATION

Prior to the start of construction, the Project Biologist will take photographs of existing habitat conditions throughout the mitigation site. The Project Biologist will establish a minimum of four (4) permanent photograph stations and will take pre-mitigation photographs, noting the GPS location and direction the photograph was taken. Photographs taken at each station will be oriented north, south, east, and west. These photographs will be submitted to CDFW, USFWS, RWQCB, and the RCA with the first monitoring report. Following completion of mitigation, post-mitigation photographs will be taken in the same locations to document the progress and success of the mitigation site.

6.2.2 SITE PREPARATION AND INSTALLATION

Site inspections and meetings between the Project Biologist, Restoration Contractor, the County, and any other appropriate entities will be conducted, as necessary, to identify and clarify specified methodologies and resolve any issues that arise during initial site preparation and installation. Site inspections will document initial site preparation activities including weed eradication, and seeding/imprinting activities.

6.2.3 QUALITATIVE MONITORING

Qualitative monitoring of the mitigation site will be conducted by the Project Biologist to document existing conditions and assess progress within the mitigation site. During each qualitative monitoring visit, the Project Biologist will conduct a general survey of the mitigation site to document the fitness/health of the planted species, native plant species recruitment, weed establishment, planted species mortality, drought stress, and evidence of wildlife use. The general survey will be conducted by walking meandering transects throughout the entire mitigation site. All native and non-native/invasive plant and wildlife species, including sensitive and/or listed species, observed during the survey will be recorded. In addition, site characteristics such as soil condition, hydrology, stressors (e.g., drought, erosion, insect damage), and the presence of any anthropogenic disturbances will be documented during the survey.

The Project Biologist will take four photographs from the permanent photograph stations during each visit to document site conditions at the time of the survey to provide an accurate visual overview of mitigation site. As part of the monitoring program, the Project Biologist will compare current site conditions to previous years. All photographs will be submitted to CDFW, USFWS, RWQCB, and the RCA with the annual monitoring report.

6.2.4 QUANTITATIVE MONITORING

Quantitative monitoring of the mitigation site will be conducted by the Project Biologist to document whether the mitigation site has met the success criteria for the year. During the quantitative monitoring visit, the Project Biologist will determine the percent cover of native and non-native/invasive plant species within the mitigation site. If the survival and cover requirements have not been met, the County will be responsible for additional seeding to achieve success criteria. Seeded areas will be monitored with the same survival and growth requirements for five years after initial seeding/imprinting or until CDFW, USFWS, RWQCB, and the RCA deem the mitigation site complete. Quantitative monitoring will assess the attainment of annual and final success criteria and identify the need to implement any contingency measures.

Two 2-meter by 50 meter long transects per acre will be used to measure plant species coverage, species diversity, and structural diversity (plant strata). Each transect location will be randomly selected the first year, and permanently marked, using wooded stakes, for use in subsequent years. Percent cover of the mitigation site will be measured by using the point-intercept sampling method centered in each 2-meter by 50-meter transects. At each 0.5-meter interval along each transect (beginning at the 50-cm mark and ending

at 50-meter), a point is projected vertically into the vegetation. Each plant species intercepted by a point is recorded, providing a tally of hits for each species in the herbaceous and shrub canopies, making it possible to record more than 100 hits in any 50-meter transect. Percent cover for each species, according to vegetation layer (herb, and shrub) will be calculated from these data. A list of all additional species within the transect will be made.

A minimum of four (4) permanent photograph stations will be established prior to the first quantitative monitoring visit. Photographs will be taken during each monitoring visit from the same vantage point and in the same direction every year. The photograph stations will be permanently marked with wooden stakes and numbered. The wooden stakes will be replaced as needed when they start to deteriorate.

6.3 MONITORING SCHEDULE

Qualitative monitoring will be conducted eight (8) times per year for the first three (3) years immediately following site preparation. Thereafter, for years four and five, the mitigation site will be inspected quarterly. In addition, quantitative monitoring will be conducted in the spring during Year 3 and Year 5 of the maintenance and monitoring program, as described above, to measure native and non-native/invasive plant species coverage and determine compliance with success criteria. If the mitigation site meets all of the success criteria at or prior to the end of the maintenance and monitoring program, the mitigation requirements will be fulfilled. At that time, the County will be released from further maintenance and monitoring requirements of the mitigation site, and the RCA will take over.

6.4 ANNUAL REPORTING REQUIREMENTS

The Project Biologist will prepare and submit annual reports to CDFW, USFWS, RWQCB, and the RCA each year during the monitoring period. The first monitoring report will be submitted to CDFW, USFWS, RWQCB, and the RCA one year following completion of the 90-day plant established period. The annual monitoring reports for each subsequent year must be submitted by January 31st during the monitoring period. At a minimum, the annual reports will include the following information:

(1) Description of the habitat creation and maintenance activities conducted during the previous year, including: (a) site preparation, (b) seeding and an overview of the seeding/imprinting effort, (c) the number by species of plants replaced or naturally recruited, and (d) when the activities were conducted;

(2) Current site conditions, including: (a) the percent survival, percent cover, and height of plant species, and (b) the methods used to assess these parameters;

(3) Information regarding non-native/invasive plant species removal, including: (a) the methods used for removal, (b) the amount removed and/or treated, (c) the frequency and timing of removal and treatment, (d) disposal specifics, and (e) a summary of the general successes and failures or failure of the non-native/invasive plant species removal plan;

(4) List of wildlife species observed at the mitigation site during monitoring surveys including any sensitive and/or listed species, especially amphibians and fairy shrimp; and

(5) Photographs from designated photograph stations.

Once success criteria are met, the Project Biologist will prepare a final monitoring report to describe the outcome of the HMMP. The results of the final monitoring report will be submitted to CDFW, USFWS, RWQCB, and the RCA for review and confirmation that the mitigation site has met the final mitigation goals and success criteria.

Section 7 Completion of Mitigation

7.1 NOTICE OF COMPLETION

Once success criteria have been met and the final annual monitoring report is prepared, the County will notify CDFW, USFWS, RWQCB, and the RCA in writing to request written confirmation that the mitigation requirements have been fulfilled. The mitigation requirements will be deemed complete when the County has received written or verbal confirmation from CDFW, USFWS, RWQCB, and the RCA, and the County will be released from further maintenance and monitoring of the mitigation site. A field verification may be required prior to obtaining a written confirmation of completion from CDFW, USFWS, RWQCB, and the RCA.

7.2 PRESERVATION MECHANISM

The mitigation site is located on RCA owned land. Following the five years of monitoring, the RCA will provide for the management of the mitigation site in perpetuity. The fencing will be removed at the conclusion of the monitoring period.

Section 8 Contingency Measures

8.1 INITIATING PROCEDURES

In the event that the mitigation site will not meet the final success criteria and mitigation requirements at the end of the maintenance and monitoring program, appropriate contingency measures will be performed to return the mitigation site to compliance. Contingency measures will be developed by the Project Biologist and submitted to CDFW, USFWS, RWQCB, and the RCA for review and approval prior to implementation. Contingency measures will be based on an adaptive management approach and may include: additional seeding and replanting of appropriate species; additional weed removal; erosion control and stabilization; implementation of additional security controls (i.e., fencing, signage), and/or supplemental watering between December and May.

8.2 ALTERNATIVE COMPENSATORY MITIGATION

Sufficient area has been provided and an appropriate rationale has been developed for the successful implementation of the mitigation site. Therefore, alternative mitigation sites should not be necessary. If, at any time during the maintenance and monitoring program, it is determined that the mitigation site is unable to meet the final success criteria (i.e., percent cover, percent survival) to successfully mitigate project-related impacts, the County shall identify appropriate mitigation alternatives in consultation with CDFW, USFWS, RWQCB, and the RCA.

8.3 FINANCIAL ASSURANCE

The County will be responsible for the funding, planning, implementation, maintenance, and monitoring of any contingency measures that may be required to achieve the mitigation goals, if needed.

Section 9 References

Michael Baker International. 2017. Delineation of State and Federal Jurisdictional Waters for the Salt Creek Trail Project. January 2017.

Michael Baker International. 2017. MSHCP Consistency Analysis and Determination of Biologically Equivalent or Superior Preservation for the Salt Creek Trail Project. May 2017.

Michael Baker International. 2017. Natural Environmental Study for the Salt Creek Trail Project. July 2017.