

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



**ITEM: 3.11
(ID # 19240)**

MEETING DATE:
Tuesday, July 12, 2022

FROM : FACILITIES MANAGEMENT AND RIVERSIDE COUNTY FIRE DEPARTMENT :

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE COUNTY FIRE DEPARTMENT: Riverside County Fire Department Station # 77 - Lake Riverside Expansion Project - Approval of the Native American Remains and Associated Items Treatment, Disposition, and Monitoring Agreement with the Cahuilla Band of Indians, District 3. [Total Cost \$30,000, 100% Development Impact Fees – Western Riverside County Fire Facilities Fund 30505 (Previously approved budget)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Native American Remains and Associated Items Treatment, Disposition, and Monitoring (Tribal Monitoring) Agreement between the County of Riverside (County) and the Cahuilla Band of Indians (Cahuilla Band) for a not to exceed amount of \$30,000, associated with the construction of the Riverside County Fire Department Station # 77 – Lake Riverside Expansion (Fire Station # 77 – Lake Riverside) Project and as part of the requirements of the previously approved Mitigation Monitoring and Reporting Program (MMRP); and authorize the Chairman of the Board (Chairman) to execute the agreement on behalf of the County; and

Continued on page 2

ACTION:Policy, CIP


Bill Weiser, Fire Department Chief

6/8/2022


Rose Salgado, Director of Facilities Management

6/17/2022



Aaron Gettis, Deputy County Counsel

6/19/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Hewitt
Nays: None
Absent: Perez
Date: July 12, 2022
xc: FM, Fire

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Director of Facilities Management, or her designee, to administer the Tribal Monitoring Agreement with the Cahuilla Band, in accordance with their terms and applicable Board policies.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 30,000	\$ 0	\$ 30,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Development Impact Fees – Western Riverside County Fire Facilities Fund 30505 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2022/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 1, 2018, Item 3.10, the Board of Supervisors (Board) adopted the Mitigated Negative Declaration (MND) and MMRP EA201701 for the Riverside County Fire Station #77 – Lake Riverside Expansion Project, formerly referred to as Lake Riverside Apparatus Bay Improvement Project. The MMRP included Mitigation Measures were developed in coordination with the Cahuilla Band to address concerns related to the accidental discovery of cultural resources. Compliance with these mitigation measures and the approval of the Tribal Monitoring Agreement will ensure that potential impacts from inadvertent discoveries of archeological resources do not occur and remain less than significant.

Facilities Management recommends the Board approve the attached Tribal Monitoring Agreement with the Cahuilla Band in the not to exceed amount of \$30,000. The agreement will compensate the Cahuilla Band for the ongoing tribal monitoring during all grading, groundbreaking, excavation, and ground disturbing activities performed in conjunction with the project development at the Fire Station # 77 – Lake Riverside Project.

Impact on Residents and Businesses

The Fire Station # 77 – Lake Riverside Project will provide the Fire Department with a facility that meets their current needs and will allow them to better serve the community.

Additional Fiscal Information

All costs associated with this Board action were previously approved on December 14, 2021, (Item 3.14) and are 100% funded by DIF – Western Riverside County Fire Facilities Fund 30505. Monies are committed under Fire Station # 77 and will be expended in FY 2022/23.

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

Attachment:

- Native American Remains and Associated Items Treatment, Disposition, and Monitoring Agreement with the Cahuilla Band of Indians

RS:SP:RB:MS:tv

FM08270007841

MT Item #19240

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Meghan Hahn, Senior Management Analyst 6/30/2022

CULTURAL RESOURCE MONITORING AGREEMENT

This CULTURAL RESOURCE MONITORING AGREEMENT ("Agreement") is made and entered into by and between the CAHUILLA BAND OF INDIANS, ("Cahuilla Tribe") and RIVERSIDE COUNTY ("County" or "Lead Agency") (Cahuilla Tribe and County are sometimes referred to individually as a "Party," and collectively as the "Parties").

RECITALS

A. Subject Matter: This Agreement concerns the Fire Station #77 Expansion Project within the County on County owned land (the "Project") and as more particularly described in Attachment I to this Agreement.

B. Purpose: The purpose of this Agreement is to formalize procedures for tribal monitoring by the Cahuilla Tribe during the ground-disturbing activities for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the parties mutually agree as follows:

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

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

3. **Liability and Indemnification.** County shall not, nor shall any officer or employee of the County, be liable or responsible for any accident, loss or damage happening, occurring or associated with the work specified in this Agreement, nor shall County or any officer or employee thereof be liable for any persons or property injured by reason of the acts or omissions of Cahuilla Tribe, its agents or employees in the performance of this Agreement, and all of said liabilities are assumed by Cahuilla Tribe. Cahuilla Tribe assumes any and all risk of loss, damage or injury of any kind to any person, or to any property of, or under the control or custody of the Cahuilla Tribe.

Cahuilla Tribe agrees to assume liability for and shall indemnify and hold harmless the County, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as

Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions, work or services of Cahuilla Tribe, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Cahuilla Tribe, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Cahuilla Tribe shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Cahuilla Tribe, Cahuilla Tribe shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Cahuilla Tribe's indemnification to Indemnitees as set forth herein.

Cahuilla Tribe's obligation hereunder shall be satisfied when Cahuilla Tribe has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

4. Entire Agreement. It is expressly agreed that this Agreement embodies the entire agreement of the parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter, exists between the parties at the time of execution.

5. Severability. Each paragraph and provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

6. Assignment and Amendments. The Cahuilla Tribe shall not make any assignment, conveyance or transfer in any other form with respect to this Agreement without prior written approval of the County. This Agreement shall not be amended unless such changes are mutually agreed upon by the County and the Cahuilla Tribe and shall be incorporated in written executed amendments to this Agreement.

7. Interpretation. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with 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, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

8. Performance. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9. Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed in the consolidated Courts of Riverside County, 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

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

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts, and facsimile or electronic counterparts shall serve as originals.

12. Authorization. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.

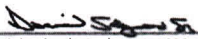
(Agreement continues on following page)

13. **Effective Date.** The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

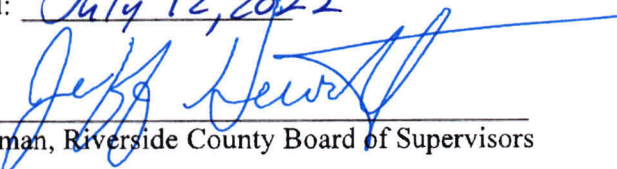
IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their authorized representatives as of the date written.

CAHUILLA BAND OF INDIANS

Dated: May 3, 2022


Daniel Salgado Sr. (May 3, 2022 10:08 PDT)
By Daniel Salgado Sr.,
Chairperson Cahuilla Band of Indians


COUNTY OF RIVERSIDE

Dated: July 12, 2022

Chairman, Riverside County Board of Supervisors

ATTEST:
Dated: 7-12-2022

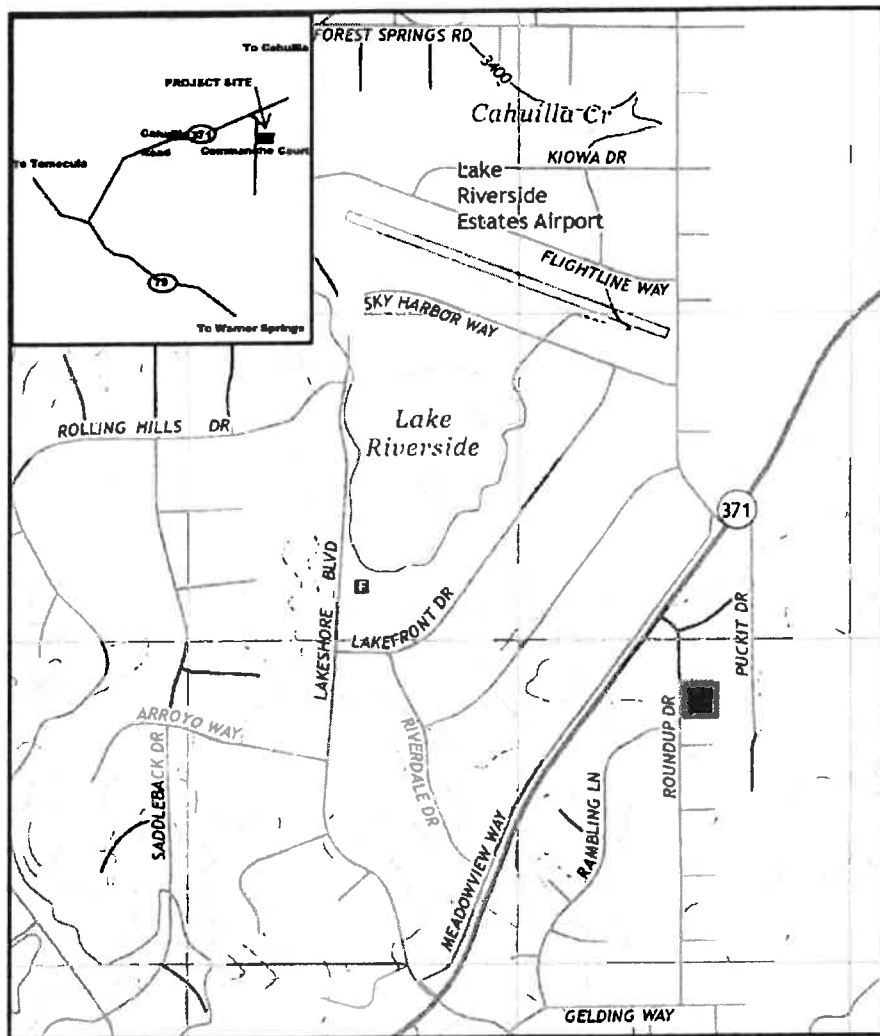

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
COUNTY COUNSEL

Dated: 5/10/22

By Aaron Gettis
Deputy County Counsel

7-12-2022 3.11

ATTACHMENT I



LEGEND
 Project Site



RIVERSIDE COUNTY FIRE DEPARTMENT
 STATION #77 EXPANSION
 PROJECT LOCATION

SOURCE: U.S.G.S. 7 1/2' Quad - Cahuilla Mountain (2012), Riverside, 2011

ATTACHMENT II

NATIVE AMERICAN MONITORING OF GRADING AND GROUND DISTURBING ACTIVITIES

I. Specifications

Given the nature and sensitivity of the archaeological sites and cultural resources that are or may be in the Project area, the Cahuilla Tribe may designate monitor representatives to be retained as Tribal monitors during all grading, groundbreaking, excavation, and ground-disturbing activities performed in conjunction with the Project development, including, but not limited to archaeological testing, studies, surveys, and staging activities.

Mitigation Measure CR-4 in the Mitigation Monitoring Reporting Plan identifies procedures in the event of a discovery of a Native American Cultural Resource. In the event that human remains are found during construction of the Project, the Project archaeologist and tribal monitor are empowered to temporarily halt and/or relocate grading or excavation activities pending further investigation by the Medical Examiner and the Cahuilla Tribe, pursuant to California Health & Safety Code Section 7050.5.

Regarding grading activities, a pre-construction conference shall be held by the County to clarify 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 Cahuilla Tribe's designated representative shall be invited to participate in this conference.

II. Project Area

Monitoring shall encompass the area known as the Fire Station # 77 Expansion Project, as indicated in Attachment I of this Agreement, and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and groundbreaking activities occurring in conjunction with the development of the Project.

III. Project Crew Size

The Parties to this Agreement anticipate the need for a tribal monitoring crew consisting of one (1) person. If the scope of the work changes (e.g. inadvertent discoveries of cultural resources are made or simultaneous grading in three or more geographic areas), the County agrees to come to a reasonable agreement with the Cahuilla Tribe regarding compensation of more than one (1) monitor.

IV. Compensation

The Cahuilla Tribe shall provide the tribal monitoring for this project and be responsible for coordinating the tribal monitors' activities on this Project. The Cahuilla 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 Cahuilla Tribe possesses full coverage liability insurance for the tribal monitors as set forth in Attachment III.

The County shall compensate the monitors for a not-to-exceed fee of \$30,000. The not-to-exceed total is based on the anticipated costs of one Tribal Monitor throughout the excavation of undisturbed soil during construction. In the event that a significant archaeological discovery is encountered or the grading and excavation construction period is lengthened beyond 37 days, additional funding would be likely be required to comply with the Mitigation Monitoring and Reporting Program and the California Environmental Quality Act. The amount of additional funding required to comply with the Mitigation Monitoring and Reporting Program and the California Environmental Quality Act would subsequently be sent to the County Board of Supervisors for approval as an amendment to this Agreement. The County shall compensate the Tribal Monitor at the rate of \$100.00 per hour. The compensation rate shall include all mileage costs associated with travel to the Project site. This compensation rate shall remain in effect for the duration of the monitoring period and will not be adjusted for inflation.

The County shall directly compensate the Cahuilla Tribe for invoices, which shall be submitted to the County on a monthly basis to the following address:

Attention: Mike Sullivan
Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507

Attachment III

INSURANCE REQUIREMENTS

A. Workers Compensation (if applicable)

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

B. General Liability and Automobile Liability Coverages

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

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

C. Additional Insurance Provisions

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


Cahuilla Monitoring Agreement March 2022

Final Audit Report

2022-05-03

Created:	2022-05-02
By:	Elizabeth Rios (Tcassistant@cahuilla.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8EcZdBJpP1XvCNmrG2kzbw5EpJHI7gL7

"Cahuilla Monitoring Agreement March 2022" History

-  Document created by Elizabeth Rios (Tcassistant@cahuilla.net)
2022-05-02 - 4:10:09 PM GMT
-  Document emailed to Daniel Salgado Sr. (chairman@cahuilla.net) for signature
2022-05-02 - 4:12:14 PM GMT
-  Email viewed by Daniel Salgado Sr. (chairman@cahuilla.net)
2022-05-03 - 5:08:00 PM GMT
-  Document e-signed by Daniel Salgado Sr. (chairman@cahuilla.net)
Signature Date: 2022-05-03 - 5:08:32 PM GMT - Time Source: server
-  Agreement completed.
2022-05-03 - 5:08:32 PM GMT



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