

14) **Cultural Resources Monitoring Agreement with the Soboba Band**

Approve and authorize the City Manager to execute a Cultural Resources Monitoring Agreement with the Soboba Band for the Murrieta Creek Multi-Use Trail Project.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Remon Habib, City Engineer

Date: May 13, 2025

Subject: Cultural Resources Monitoring Agreement with the Soboba Band

Recommendation

Approve and authorize the City Manager to execute a Cultural Resources Monitoring Agreement with the Soboba Band for the Murrieta Creek Multi-Use Trail Project.

Background

In 2019, the City applied for and was awarded Active Transportation Program Cycle 4 grant funding to design and construct the Murrieta Creek Multi-Use Trail extending between Skylark Drive and the Lake Levee Trail. The Murrieta Creek Trail is a multi-jurisdictional, active transportation trail consistent with the City's General Plan and Eastlake Specific Plan adopted in 2017.

The final design of the Murrieta Creek Multi-Use Trail project has been completed, and the project will be in bid for construction. The construction contract is expected to be awarded in late Summer for 2025. Construction of the project is anticipated to be completed in 2026. As part of the project's mitigation monitoring and reporting program, the project is required to mitigate for any cultural resource findings.

Discussion

Cultural Resource Monitoring Agreement (Agreement) between the Soboba Band and the City formalizes procedures for tribal monitoring by the Soboba Band during ground disturbing activities. Agreement allows the Soboba Band to provide tribal monitoring and specialized assistance with the identification of cultural resources, historic properties, items of Native American Cultural Patrimony, and determination of significance during all cultural resource investigations.

Fiscal Impact

The costs associated with this agreement are programmed within the City's CIP budget.

Attachments

Attachment 1 - Agreement



SOBOBA BAND OF LUISEÑO INDIANS
P.O. BOX 487, SAN JACINTO, CA 92581

CULTURAL RESOURCE MONITORING AGREEMENT

This CULTURAL RESOURCE MONITORING AGREEMENT (“Agreement”) is made and entered into as of March __, 2025, by and between SOBOBA BAND OF LUISEÑO INDIANS, a federally recognized Indian tribe (“Soboba Band”) and the CITY OF LAKE ELSINORE, a municipal corporation (“Developer”) (Soboba Band and Developer are sometimes referred to individually as a “Party,” and collectively as the “Parties”).

RECITALS

A. Subject Matter: This Agreement concerns a Project located within the City of Lake Elsinore owned or otherwise controlled by Developer, commonly referred to as the Murieta Creek Multi-Use Trail Project (hereinafter referred to as the "Project") and as more particularly described in Attachment I to this Agreement. For purposes of this Agreement, the Developer is also the Lead Agency.

B. Purpose: The purpose of this Agreement is to formalize procedures for tribal monitoring by the Soboba Band of Luiseño Indians during ground disturbing activities.

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

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

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

[Signature on next page]

Date: (March ____, 2025)

SOBOBA BAND OF LUISEÑO INDIANS

**By: Isaiah Vivanco, Tribal Chairman
Soboba Band of Luiseño Indians**

Date: (March ____, 2025)

CITY OF LAKE ELSINORE

**By: Jason Simpson, City Manager
City of Lake Elsinore**

Billing Contact & Associated Information:

City of Lake Elsinore
Attn: City Engineer
130 S. Main Street
Lake Elsinore, CA 92530

Phone Number: (951) 674-3124

Email Address: ytagai@lake-elsinore.org

Attachment I

Murrieta Creek Multi-Use Trail Project Description

The proposed Murrieta Creek Multi-Use Trail Project is envisioned as a non-motorized, regional multi-use trail within the Lake Elsinore Back Basin. The proposed multi-use trail would be a 10-foot-wide paved trail and would include safety improvements for non-motorists, safety fences, and lake and mountain viewpoints along the trail. The surface of the trail will consist of asphalt over a Class Two aggregate base. Split rail fencing will be mounted on either side of the trail with a 2-foot-wide decomposed granite (DG).



Attachment II

NATIVE AMERICAN MONITORING OF GRADING AND GROUND DISTURBING ACTIVITIES

I. Specifications

Given the nature and sensitivity of the Tribal Cultural Resources and Historic properties that are in or may be within the Project area, the Soboba Band of Luiseno Indians shall provide tribal monitoring, and specialized assistance with the identification of Tribal Cultural Resources, Historic Properties, Items of Native American Cultural Patrimony, and the determination of significance, during all cultural resource investigations, and all ground disturbing activities for the Project. Tribal monitors will work in coordination with the Developer's designated onsite representative. The Native American monitors will be empowered to halt all earthmoving equipment in the immediate area of discovery when cultural items or features are identified until further evaluation can be made in determining their significance. It is understood that if avoidance of cultural resources is determined to be infeasible, surface and subsurface items of significance may be collected and mapped during this operation following standard archaeological practices.

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

None of the provision of this Agreement are intended to amend or otherwise abrogate the responsibilities of the Developer, in its capacity as Lead Agency, under applicable law, or in connection with the Developer's responsibilities set forth in the project's Mitigation Measures and/or Conditions of Approval.

II. Project to be Monitored

Monitoring shall encompass the areas comprising the Murrieta Creek Multi-Use Trail Project as indicated in Recital A and Attachment I of this Agreement, and shall be known as the Project area. It is agreed that monitoring shall be allowed for all archaeological studies, excavations, and ground disturbing 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 initially consisting of one (1) person. The Developer's agrees to designate an onsite representative, who will be responsible for signing the tribal monitor's

daily activity log at the close of each work day. If the scope of the work changes (e.g. inadvertent discoveries of cultural resources or simultaneous grading) the Developer will compensate the work of additional tribal monitors to the originally agreed upon crew (1) tribal monitors. The compensation rate shall be made directly from Developer to the Soboba Band of Luiseno Indians.

The Developer agrees to provide the Soboba Band of Luiseño Indians a minimum forty-eight (48) hour advance notice prior to the commencement of ground disturbing activities. Developer will be subject to a \$1000 fee, for ground disturbing activities completed without the oversight of a Soboba Tribal Monitor, and without prior notification to the Soboba Band of Luiseno Indians.

IV. Compensation

The Soboba Band shall provide the tribal monitoring crew for this project be responsible for coordinating the tribal monitors’ activities on this Project. The Soboba Band recognizes that dangerous conditions may exist on the work site, particularly during grading operations, and agrees to assume responsibility for the safety of the tribal monitoring crew while the crew remains on the Project site. The Soboba Band possess full coverage insurance for the tribal monitors. (Provided upon request.)

Developer shall directly compensate the Soboba Band of Luiseno Indians in accordance with the following compensation rates and procedures. Invoice will be submitted on a monthly and be paid within 30 days to insure monitor compensation.

A minimum 4-hour half-day charge (“show up” time) shall be charged to the Developer for unannounced work stoppages of the tribal monitors that are not due to actions by the Soboba Band.

Per-Diem will also be set at the rate listed below.

Tribal Consultation for Discoveries	\$ 85.00 hourly rate
Native American Monitoring	\$ 90.00 hourly rate
Overtime (After 8 hours Daily or 40 Hours a week)	\$ 135.00 hourly rate
Daily Per-Diem	\$ 120.00 Per GSA
Double Time (After 12 hours Daily)	\$ 180.00 hourly rate
Administrative Fee	15% of Invoice