

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

457



FROM: Economic Development Agency

SUBMITTAL DATE:
March 25, 2010

SUBJECT: Agreement by and Between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that although the Agreement by and Between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park ("Maintenance and Operations Agreement") could have a significant effect on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration ("MND") and have been avoided or mitigated pursuant to that earlier MND;
2. Approve the Attached Maintenance and Operations Agreement; and
3. Authorize the Chairman to execute the attached Maintenance and Operations Agreement.

(Continued on Page 2)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No	
SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 6, 2010
xc: EDA, Parks

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.14 & 4.4 of 12/12/06; 4.4 of 6/3/08; 3.19; 3.19 & 4.2 of 3/31/09; 4.1 of 6/23/09	District: 5	Agenda Number:
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3.34

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 3/24/10
MICHELLE CLACK

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION (continued):

4. Authorize the Assistant County Executive Officer/EDA or designee to execute amendments to the Maintenance and Operations Agreement that extend the term of the agreement for an additional period of five (5) years, subject to County Counsel approval.

BACKGROUND:

On June 23, 2009 the Board of Directors of the Redevelopment Agency for the County of Riverside awarded a contract to Superior Construction Specialties, Inc. for the construction of Eller Park. The 5.24-acre park includes a parking lot, tot-lot play area, two picnic areas, a lighted baseball/softball diamond, a basketball court, walking trail, open turf areas, landscaping, and a restroom/concession building. The chain link fence along the northern property line will be replaced with a wrought iron fence, and the dilapidated fence along the eastern property line will be replaced with a block wall. Street improvements and the primary vehicular access point will be provided on Antelope Road. The County-owned park is located within the Valley-Wide Recreation and Park District (District) and was designed in cooperation with the District in anticipation that they would assume the operations and maintenance of the park.

The Maintenance and Operations Agreement (MOA) outlines the terms by which the District will perform operations and maintenance of the park for a period of five (5) years. In return for full responsibility of maintaining and operating the park, the District may keep all revenues generated from services and operations.

Staff prepared an Initial Study and determined that although the Agreement by and Between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park could have a significant effect on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in Environmental Assessment Initial Study RDA/CEQA 2007-14 and a Mitigated Negative Declaration was adopted by the Board of Directors of the Redevelopment Agency for the County of Riverside on March 31, 2009.

The attached Notice of Intent to Adopt a Finding that Nothing Further is Required was posted on March 10, 2010.

Agency staff recommends the Board of Supervisors approve the Agreement by and Between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park.

Attachments:

1. Agreement By and Between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park
2. Notice of Intent to Adopt a Finding that Nothing Further is Required
3. Notice of Determination

NOTICE OF INTENT TO ADOPT A FINDING THAT NOTHING FURTHER IS REQUIRED

In accordance with the California Environmental Quality Act (CEQA), the County of Riverside has found although the proposed project listed below could have a significant effect on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration pursuant to applicable legal standards and have been avoided or mitigated pursuant to that earlier Mitigated Negative Declaration.

All potentially significant effects were adequately analyzed in Environmental Assessment: Initial Study RDA/CEQA 2007-14, the Mitigated Negative Declaration may be examined at the Riverside County Economic Development Agency, 3403 Tenth Street, 5th Floor, Riverside, CA 92501.

The Finding will be considered by the appropriate public official or body that has the authority to approve or deny the project. Any comments received will be forwarded to the appropriate official or body and will be considered before final action is taken on the Finding and project. The official or body may take action on the project any time on or after 9:00 am on April 6, 2010, County Administrative Center, 4080 Lemon Street, Board Chambers, Riverside, CA 92501. The final decision will be mailed to anyone requesting such notification.

Project Description and Location

An Initial Study RIVCO/CEQA 2010-01 has been prepared for the project titled "Agreement by and between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park".

The maintenance & operations agreement by and between the County of Riverside ("County") and the Valley-Wide Recreation and Park District ("District") for Eller Park ("Park") proposes that the District will maintain and operate the Park for five years and allow the following uses and events: public gatherings within the Park to include the baseball/softball field, picnic areas, basketball court, playground area, concession stand, and surrounding turf areas ("Project"). The Park will be located on a site south of the existing Romoland Elementary School on the northeast corner of Highway 74 and Antelope Road in the City of Menifee. A portion of the site was previously developed and included several blighted structures including two homes, a garage, and an abandoned mobile home, all of which have been removed. Plans for the 5.24-acre park include a parking lot with 35 parking spaces (including 3 ADA-accessible spaces), tot-lot play area, two picnic areas with 17 picnic tables, a lighted baseball/softball diamond, a basketball court, walking trail, open turf area, landscaping, a restroom/concession building, and all necessary related improvements. The chain link fence along the northern property line will be replaced with a wrought iron fence, and the dilapidated fence along the eastern property line will be replaced with a block wall. Curb, gutter, sidewalk, street improvements and the primary vehicular access point will be provided on Antelope Road. Pursuant to the maintenance and operations agreement, the District will operate the facility at the sole cost and expense of the District and provide services and programs to the community at the Park.

The project will be located at 25926 Antelope Road, Menifee, CA 92585.

Please direct all questions regarding this notice to Dominick Lombardi, 951.955.0911.

Printed by: **Tinajero, Maria**
at: **1:29 pm**
on: **Monday, Mar 08, 2010**

Ad #: **10189294**

Account Information

Phone #: (951) 955-8069
Name: **EDA/WDC COUNTY OF
RIVERSIDE**
Address: **1325 SPRUCE ST STE 400**

RIVERSIDE CA 92507-0506

Acct #: 300444
Client:
Placed by: **Dominick Lombardi, Development
Spec**
Fax #: (951)

Ad Information

Classification: **Legals**
Publications: **Press-Enterprise**

Start date: **03-10-10**
Stop date: **03-10-10**
Insertions: **1**

Rate code: **LE-County**
Ad type: **Ad Liner**
Taken by: **Tinajero, Maria**

Size: **2x81.320**
Bill size: **163.00x 5.14 agate lines**

Amount due: **\$211.90**

Ad Copy:

**NOTICE OF INTENT TO ADOPT A FINDING THAT
NOTHING FURTHER IS REQUIRED**

In accordance with the California Environmental Quality Act (CEQA), the County of Riverside has found although the proposed project listed below could have a significant effect on the environment, nothing further is required because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration pursuant to applicable legal standards and have been avoided or mitigated pursuant to that earlier Mitigated Negative Declaration.

All potentially significant effects were adequately analyzed in Environmental Assessment: Initial Study RDA/CEQA 2007-14, the Mitigated Negative Declaration may be examined at the Riverside County Economic Development Agency, 3403 Tenth Street, 5th Floor, Riverside, CA 92501.

The Finding will be considered by the appropriate public official or body that has the authority to approve or deny the project. Any comments received will be forwarded to the appropriate official or body and will be considered before final action is taken on the Finding and project. The official or body may take action on the project any time on or after 9:00 am on April 6, 2010, County Administrative Center, 4080 Lemon Street, Board Chambers, Riverside, CA 92501. The final decision will be mailed to anyone requesting such notification.

Project Description and Location

An Initial Study RIVCO/CEQA 2010-01 has been prepared for the project titled "Agreement by and between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park".

The maintenance & operations agreement by and between the County of Riverside ("County") and the Valley-Wide Recreation and Park District ("District") for Eller Park ("Park") proposes that the District will maintain and operate the Park for five years and allow the following uses and events: public gatherings within the Park to include the baseball/softball field, picnic areas, basketball court, playground area, concession stand, and surrounding turf areas ("Project"). The Park will be located on a site south of the existing Romoland Elementary School on the northeast corner of Highway 74 and Antelope Road in the City of Menifee. A portion of the site was previously developed and included several blighted structures including two homes, a garage, and an abandoned mobile home, all of which have been removed. Plans for the 5.24-acre park include a parking lot with 35 parking spaces (including 3 ADA-accessible spaces), tot-lot play area, two picnic areas with 17 picnic tables, a lighted baseball/softball diamond, a basketball court, walking trail, open turf area, landscaping, a restroom/concession building, and all necessary related improvements. The chain link fence along the northern property line will be replaced with a wrought iron fence, and the dilapidated fence along the eastern property line will be replaced with a block wall. Curb, gutter, sidewalk, street improvements and the primary vehicular access point will be provided on Antelope Road. Pursuant to the maintenance and operations agreement, the District will operate the facility at the sole cost and expense of the District and provide services and programs to the community of the Park.

The project will be located at 25926 Antelope Road, Menifee, CA 92585.

Please direct all questions regarding this notice to Dominick Lombardi, 951.955.0911. 3/10

NOTICE OF DETERMINATION

To: _____ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: Economic Development Agency
 Redevelopment Agency for the
County of Riverside
3403 Tenth Street, 5th Floor
Riverside, CA 92501

To: X Office of the County Clerk & Recorder
County of Riverside
2724 Gateway Drive
P.O. Box 751
Riverside, CA 92502-0751

Original (951) 955-0911 Determination/Notice of
Determination was routed to County
Clerks for posting on.
4/12/10 KD
Date Initial

Subject: *Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code and the California Environmental Quality Act.*

Project Title: Agreement by and between the County of Riverside and the Valley-Wide Recreation and Park District for the Maintenance and Operation of Eller Park.

State Clearing House Number [if applicable]: N/A
Contact Person [if applicable]: Dominick Lombardi
Area Code / Telephone / Extension [if applicable]: 951.955.0911

Project Location: Address: 25926 Antelope Road, Menifee, CA 92585; the Eller Park site is located on the northeast corner of Antelope Road and Highway 74, in the City of Menifee, County of Riverside. APN#'s: 329-120-015, 329-120-016, 329-120-017, and 329-120-018.

Project Description:


This is to advise that **the Board of Supervisors for the County of Riverside** approved the above described project on April 6, 2010, and has made the following determinations regarding the above described project:

1. The project will / will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA Yes / No].
3. A Negative Declaration was prepared for this project pursuant to the provisions of CEQA Yes / No].
4. Mitigation Measures were / were not] made a condition of the approval of the project.
5. A statement of Overriding Considerations was / was not] adopted for this project.
6. Findings were / were not] made pursuant to CEQA.
7. Nothing further is required because all potentially significant effects were adequately analyzed in Environmental Assessment: Initial Study RDA/CEQA 2007-14 and a Mitigated Negative Declaration was adopted by the Board of Directors on March 31, 2009.

This is to certify that the Final EIR / Negative Declaration / Mitigated Negative Declaration] with comments and responses and record of project approval is available to the general public at: The Riverside County Economic Development Agency, 3403 Tenth Street, 5th Floor, Riverside, CA 92501.

Date received for filing and posting at OPR [if applicable]: N/A

Date received for posting at the Office of the County Clerk and Recorder:



Robert Field
Assistant County Executive Officer/EDA

Date

COUNTY OF RIVERSIDE
Initial Study and Environmental Checklist
No. RIVCO/CEQA 2010-01
For The
Proposed Eller Park Project
(California Code of Regulations, Title 14, Division 6, Chapter 3,
Sections 15000 – 15387 and Appendices A – K)

1. **Project Title:**
Eller Park Maintenance and Operations Agreement (Initial Study: RIVCO/CEQA 2010-01)

2. **Lead Agency Name and Address:**
County of Riverside, 3403 Tenth Street, 5th Floor, Riverside, California 92501

3. **Contact Person and Phone Number:**
Dominick Lombardi, Project Manager, 951.955.0911; Facsimile 951.955.4890

4. **Project Location:**
Assessor Parcel Numbers: 329-120-015, 329-120-016, 329-120-017, and 329-120-018, located at 25926 Antelope Road, in the City of Menifee

5. **Project Sponsor's Name and Address:**
County of Riverside, 3403 Tenth Street, 5th Floor, Riverside, California 92501

6. **General Plan Designation:**
Medium Density Residential and Commercial Retail

7. **Zoning:**
R-R, C-P-S

8. **Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)**
The maintenance & operations agreement by and between the County of Riverside ("County") and the Valley-Wide Recreation and Park District ("District") for Eller Park ("Park") proposes that the District will maintain and operate the Park for five years and allow the following uses and events: public gatherings within the Park to include the baseball/softball field, picnic areas, basketball court, playground area, concession stand, and surrounding turf areas ("Project"). The Park will be located on a site south of the existing Romoland Elementary School on the northeast corner of Highway 74 and Antelope Road in the City of Menifee. A portion of the site was previously developed and included several blighted structures including two homes, a garage, and an abandoned mobile home, all of which have been removed. Plans for the 5.24-acre park include a parking lot with 35 parking spaces (including 3 ADA-accessible spaces), tot-lot play area, two picnic areas with 17 picnic tables, a lighted baseball/softball diamond, a basketball court, walking trail, open turf area, landscaping, a restroom/concession building, and all necessary related improvements. The chain link fence along the northern property line will be replaced with a wrought iron fence, and the dilapidated fence along the eastern property line will be replaced with a block wall. Curb, gutter, sidewalk, street improvements and the primary vehicular access point will be provided on Antelope Road. Pursuant to the maintenance and operations agreement, the District will operate the facility at the sole cost and expense of the District and provide services and programs to the community at the Park.

9. **Surrounding Land Uses and Setting: Briefly Describe the Project's Surroundings:**
The Project site (hereinafter referred to as "Site") is located in the Romoland Sub-Area of the I-215 Corridor Redevelopment Project Area. The site is currently vacant and is situated between Romoland Elementary School to the north and Highway 74 to the south. To the west of the site are mobile homes mixed with single-family residences and to the east of the site is a mobile home park. Highway 74 is the major artery through the Romoland Sub-Area and it is lined with residential, commercial, and industrial land uses.

10. **Other Public Agencies Whose Approval is Required (e.g., permits, financing approval, or participation agreement.)**

There are various public agencies involved in this Project including the County of Riverside, the Eastern Municipal Water District, and Valley-Wide Recreation and Park District. Each of these entities will review the proposed improvement plans.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:


The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use / Planning |
| <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the project could have a significant effect on the environment, Nothing Further is Required because all potentially significant effect(s) (a) have been adequately analyzed in an earlier EIR or Mitigated Negative Declaration pursuant to applicable legal standards and (b) have been avoided or mitigated pursuant to that earlier EIR or Mitigated Negative Declaration, including revisions or mitigation measures that are imposed upon the proposed project.
- I find that the project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.



Signature

Dominick Lombardi

Printed Name

3/3/10

Date

County of Riverside

For

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures, which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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I. AESTHETICS -- Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): County of Riverside General Plan: Chapter 4, Figure C-9 "Scenic Highways", October 2003; County of Riverside General Plan: Harvest Valley/Winchester Area Plan, Figure 7 – Mt. Palomar Nighttime Lighting Policy; County of Riverside Ordinance No. 655; Staff Site Visit 6/29/07, 3/7/08, 3/20/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

II. AGRICULTURE RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

- c) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): County of Riverside General Plan: Chapter 5, Figure OS-2 "Agricultural Resources", October 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rclis>, 1/24/08; Staff Site Visit 6/29/07, 3/7/08, 3/20/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

III. **AIR QUALITY.** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?
- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Chapter 9, October 7, 2003; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants.

IV. BIOLOGICAL RESOURCES. -- Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Multi-Purpose Open Space Element, October 7, 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rcgis>, 1/24/08; Biological Habitat Assessment Report, Donald Sutton, Ph.D., October 6, 2007; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

V. CULTURAL RESOURCES .-- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Multi-Purpose Open Space Element- Figure OS-7, Historical Resources – Figure OS-8 October 7, 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rcdis>, 1/24/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants; Phase I Cultural Resource and Paleontological Assessment of the Proposed 5.24 Acre Eller Community Park Site, Robert S. White, Laura S. White, John A. Minch, Ph.D., Archaeological Associates, December 14, 2007.

VI. **GEOLOGY AND SOILS.** -- Would the project:

- | | | | | |
|---|---|---|---|---|
| <p>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <p style="margin-left: 20px;">i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.</p> <p style="margin-left: 20px;">ii) Strong seismic ground shaking?</p> <p style="margin-left: 20px;">iii) Seismic-related ground failure, including liquefaction?</p> <p style="margin-left: 20px;">iv) Landslides?</p> <p>b) Result in substantial soil erosion or the loss of topsoil?</p> <p>c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?</p> <p>d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?</p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> | <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> <p><input checked="" type="checkbox"/></p> |
|---|---|---|---|---|

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Chapter 6, Figure S-7; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rclis>, 1/24/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants; Geotechnical Investigation Report – Converse Consultants, November 15, 2007.

VII. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people | | | | |

ISSUES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed with wild lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Harvest Valley/Winchester Area Plan, October 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rcdis>, 1/24/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants; Phase I Environmental Site Assessment – Calvada Environmental Services, Inc., August 15, 2005.

VIII. HYDROLOGY AND WATER QUALITY. –
 Would the project:

a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within 100-year flood hazard area structures, which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Chapter 6 – Safety Element, October 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rcdis>, 1/24/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants; Geotechnical Investigation Report – Converse Consultants, November 15, 2007; Eller Park WQMP prepared by Armstrong & Brooks; Eller Park SWPPP prepared by Armstrong & Brooks.

IX. LAND USE AND PLANNING. - Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Harvest Valley/Winchester Area Plan, October 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rcdis>, 1/24/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants.

X. MINERAL RESOURCES. -- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Multi-Purpose Open Space Element, October 2003; Riverside County GIS Database: <http://www3.tlma.co.riverside.ca.us/pa/rcgis>, 1/24/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

XI. **NOISE.** -- Would the project result in:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; Riverside County Ordinance 457.98; County of Riverside General Plan: Noise Element, Chapter 7, October 2003; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

XII. POPULATION AND HOUSING. -- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

XIII. PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): *Staff Site Visit 6/29/07, 3/7/08, 3/20/08; The Thomas Guide: San Bernardino and Riverside Counties, Page Nos. 808 and 809, Rand McNally, 2006; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.*

XIV. RECREATION

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants.

XV. TRANSPORTATION/TRAFFIC -- Would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Result in inadequate parking capacity? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan: Chapter 4, Circulation Element, October 2003; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants.

XVI. UTILITIES AND SERVICE SYSTEMS --

Would the project:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ISSUES

Potentially Significant Impact **Less Than Significant with Mitigation Incorporation** **Less Than Significant Impact** **No Impact**

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002: GRC Redevelopment Consultants.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <p>a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <p>c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?</p> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Findings of Fact: The potential environmental effects of the Project were fully studied in Environmental Assessment: Initial Study RDA/CEQA 2007-14, which is incorporated herein by reference. Based thereon, the Board of Directors of the Redevelopment Agency for the County of Riverside adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program on March 31, 2009. The Project will not result in any new significant environmental effects not identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14, nor will it substantially increase the severity of the environmental effects identified in Environmental Assessment: Initial Study RDA/CEQA 2007-14. In addition, no considerably different mitigation measures have been identified and no mitigation measures found infeasible have become feasible.

Accordingly, the California Environmental Quality Act has been fully complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Staff Site Visit 6/29/07, 3/7/08, 3/20/08; County of Riverside General Plan, October 2003; EIR for Redevelopment Project Area 5-1986 Amendment No. 2, April 30, 2002; GRC Redevelopment Consultants.

XVIII. EARLIER ANALYSES

Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case a discussion should identify the following on attached sheets:

- a) Earlier analyses used. Identify earlier analyses and state where they are available for review.
- b) Impacts adequately addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

1 **WHEREAS**, the COUNTY will own the improvements constructed on the
2 PROPERTY; and

3 **WHEREAS**, COUNTY and DISTRICT have determined that there is a need to
4 maintain and operate the PROPERTY and improvements once construction is
5 completed by the AGENCY; and

6 **WHEREAS**, the DISTRICT has the expertise and ability to maintain and operate
7 the PROPERTY and improvements; and

8 **WHEREAS**, a portion of the PROPERTY may be needed by the Riverside
9 County Department of Transportation and the State of California's Department of
10 Transportation to complete the fly-over connection at Ethanac Road and Highway 74
11 (the "CALTRANS CONNECTION"); and

12 **WHEREAS**, if and when the Notice of Completion for the CALTRANS
13 CONNECTION is approved by the Riverside County Board of Supervisors, the
14 COUNTY will convey its ownership interest in the remaining portion of the PROPERTY
15 and improvements to the DISTRICT.

16 **NOW, THEREFORE**, in consideration of the preceding promises and the mutual
17 covenants and agreements hereinafter contained, the parties hereto do hereby agree as
18 follows:

19 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to
20 outline the terms and conditions by which the DISTRICT will perform operations and
21 maintenance of the PROPERTY and PARK, as shown on Exhibit "A", which is attached
22 hereto and incorporated herein by reference.

23 **SECTION 2. Location of the PARK.** The PARK will be located on the
24 PROPERTY within the PROJECT AREA.

25 **SECTION 3. Effective Date.** The Effective Date of this Agreement is the date
26 the parties sign the Agreement. If the parties sign the Agreement on more than one
27 date, then the last date the Agreement is signed by a party shall be the Effective Date.

28 **SECTION 4. Term of Agreement.** This Agreement shall become effective upon

1 the Effective Date and shall continue in full force and effect for a period of five (5) years
2 unless an amendment extending the term is issued and signed by both COUNTY and
3 DISTRICT, or until such time the PROPERTY and improvements are conveyed to the
4 DISTRICT.

5 **SECTION 5. Consideration.** The COUNTY shall receive maintenance and
6 operations services for the PROPERTY and PARK. The DISTRICT, in return for full
7 responsibility of maintaining and operating the PROPERTY and PARK, may keep all
8 revenues generated from Services and Operations of the PARK as described in Section
9 7(A) herein.

10 **SECTION 6. COUNTY Obligations.**

11 A. **Conveyance.** Upon the Riverside County Board of Supervisor's approval
12 of the Notice of Completion for the CALTRANS CONNECTION, COUNTY shall convey
13 its ownership interest in the remaining portion of the PROPERTY and improvements to
14 the DISTRICT.

15 **SECTION 7. DISTRICT Obligations.** DISTRICT agrees to operate and maintain
16 the PROPERTY and PARK. Operation and maintenance of the PROPERTY and PARK
17 will be at the sole cost and expense of the DISTRICT and includes, but is not limited to,
18 normal wear and tear repair and damage repair.

19 A. **Use Restriction.**

20 1. The conveyance agreement and deed granting the PROPERTY
21 and improvements to the DISTRICT shall include a restriction that states the following:
22 "District shall maintain and operate the PROPERTY and PARK for the use and purpose
23 of a parking lot, baseball/softball diamond, basketball court, tot lot play area, picnic
24 areas, walking trails, open turf area, and a restroom/concession stand. If the
25 PROPERTY or PARK are abandoned by the DISTRICT, or if the PARK is no longer
26 used as a parking lot, baseball/softball diamond, basketball court, tot lot play area,
27 picnic areas, walking trails, open turf area, and a restroom/concession stand by
28 DISTRICT, or shall be put to any use other than uses and purposes herein specifically

1 referred to, then the grant and conveyance herein shall at once revert to the COUNTY
2 unless such alternate use is first approved, in writing, by the COUNTY Board of
3 Supervisors.”

4 2. DISTRICT shall not sell, convey or lease the PROPERTY or PARK
5 to another entity to operate unless approved, in writing, by the COUNTY Board of
6 Supervisors, such approval shall not be unreasonably withheld.

7 3. DISTRICT must notify in writing, two (2) months in advance, any
8 change in the outlined use of the property. Said notice must be sent to: Assistant
9 County Executive Officer, Economic Development Agency, P.O. Box 1180, Riverside,
10 CA 92502.

11 4. The DISTRICT and COUNTY hereby declare their express intent
12 that the restrictions set forth in this MOU shall run with the land, and shall bind all
13 successors in title to the PROPERTY.

14 B. Services and Operation. DISTRICT shall provide services and programs
15 to the community at the PARK. All operations at the PARK will be managed by the
16 DISTRICT and any and all fees collected for the services and programs shall be
17 retained by the DISTRICT. All fees, charges and prices for services at the PARK shall
18 be set by the DISTRICT and shall be comparable to those fees at other parks operated
19 by the DISTRICT.

20 Services and programs may include but are not limited to: youth
21 baseball/softball leagues, soccer leagues, and concessions. DISTRICT shall submit a
22 standard list of services and programs to COUNTY for approval within 30 days of the
23 Effective Date. Subsequently, DISTRICT may provide additional services and programs
24 as long as COUNTY approval is obtained prior to beginning them. COUNTY approval of
25 programs and services shall not be unreasonable withheld.

26 To the extent allowable by law, the DISTRICT shall operate the PARK on
27 days and at hours consistent with other parks operated by the DISTRICT. No games
28 shall begin after 11:00 p.m. on any night of the week. To the extent allowable by law,

1 the DISTRICT shall have the right to use and occupy the PARK to perform maintenance
2 and repair services and to operate the PARK as provided herein without further consent
3 or approval of the COUNTY except as otherwise expressly stated in this Agreement.
4 The DISTRICT agrees to use and occupy the PARK continuously during the Term of
5 Agreement for the purpose of operating the PARK.

6 C. Water and Irrigation. DISTRICT shall provide all water necessary for
7 irrigation. Irrigation shall be accomplished on a scheduled basis with such frequency
8 and quantity as to promote healthy growth. This shall be accomplished by adjusting
9 irrigation frequency as necessary, based on changes in rainfall and temperature. Any
10 repairs to the irrigation systems and all accessories, including sprinkler heads, risers
11 and pumps shall be performed on a timely basis.

12 D. Trees, Shrubs and Vines. All plant material shall be pruned, thinned and
13 trimmed on a regular basis to maintain a neat appearance and to promote optimum
14 health and growth. Tree maintenance shall include pruning of low hanging branches
15 and sucker growth from trees to promote healthy growth. Damaged or dying plant
16 material shall be replaced in a timely manner.

17 E. Ground Cover, Turf and Flower Beds. Maintenance shall consist of
18 trimming ground cover where needed around trees, turf and shrubs. Beds are to be
19 weeded and cleaned of leaves and debris on a regular basis to maintain a neat and
20 clean appearance. Grass shall be mowed and edged to its local confines, including
21 around all trees, sprinklers, fences, and lighting fixtures. After mowing and edging, the
22 grass clippings shall be removed from the sidewalks, driveways and curbs.

23 F. Hardscape Areas. All walkways, driveways, parking areas, decomposed
24 granite trails, and concrete areas shall be cleaned of litter, debris, and weeds on a
25 weekly basis.

26 G. Fertilizer. Fertilizer shall be applied on all areas twice a year to maintain
27 healthy growth. Application should be determined based on the time of year, soil and
28 plant type and condition of plant material.

1 H. Pest Control. All insects, disease, fungus and other pests on trees,
2 shrubs, groundcover and lawns shall be properly managed before severe damage is
3 caused.

4 I. Replacement of Light Bulbs. All light bulbs and lighting fixtures shall be
5 promptly repaired or replaced, as necessary, including those located on all structures
6 and monuments.

7 J. Materials, Supplies and Equipment. DISTRICT shall furnish all materials,
8 supplies, equipment, and labor.

9 K. Building Facade and Parking Lot. Graffiti, weeds and damaged areas
10 shall be promptly repaired or removed from all surfaces, including but not limited to,
11 building facades, walls, and parking lots.

12 L. Riverside County Transportation and Caltrans Right of Way.

13 All improvements constructed within the Riverside County Transportation
14 Department right of way and Caltrans right of way shall be maintained up to the same
15 standards as the rest of the facility.

16 M. Maintenance of BMP's.

17 DISTRICT shall maintain all BMP's as outlined in Appendices D and I of
18 the Water Quality Management Plan for the PARK and shall be responsible for any
19 other maintenance requirements of the facility as outlined in the Water Quality
20 Management Plan and Storm Water Pollution Prevention Plan for the PARK.

21 N. Start Date. Maintenance and Operations shall commence upon
22 completion of the PARK, which will be determined by Riverside County Board of
23 Supervisor's release of the ten percent contract retention.

24 **SECTION 8. County Staff Inspections**. COUNTY staff shall have the right to
25 visit and inspect the operations of the PARK during normal business hours to confirm
26 compliance with this Agreement.

27 **SECTION 9. Termination**.

28 A. With Cause. This Agreement may be terminated by COUNTY with cause

1 upon giving thirty (30) days written notice to DISTRICT. DISTRICT's failure to perform
2 any covenant or provision of this Agreement would constitute a default, with the cure
3 period for this Agreement being thirty (30) days. If the failure to perform is not cured
4 within thirty (30) days after delivery by the COUNTY to the DISTRICT of written notice
5 of default specifying with particularity the nature of the default, this agreement may be
6 terminated.

7 **SECTION 10. Compliance with Laws and Regulations.** By executing this
8 agreement, the DISTRICT hereby certifies that it will adhere to and comply with all
9 federal, state and local laws, regulations and ordinances.

10 **SECTION 11. Personnel.** DISTRICT represents that it has all personnel
11 required to perform the maintenance services under this Agreement or will subcontract
12 for necessary services. DISTRICT personnel shall not be employed by, nor have any
13 direct contractual relationship with the COUNTY. The DISTRICT, its employees, or
14 personnel under direct contract with DISTRICT or subcontractors shall perform all
15 services required hereunder. DISTRICT and its agents, servants, employees and
16 subcontractors shall act at all times in an independent capacity during the term of this
17 Agreement, and shall not act as, and shall not be, nor shall they in any manner be
18 construed to be, agents, officers or employees of COUNTY.

19 **SECTION 12. Amendments to the Agreement.** The Assistant County
20 Executive Officer/EDA or designee is authorized to approve and execute changes,
21 approved by County Counsel, to the Agreement. Such changes shall be mutually
22 agreed upon by and between the Assistant County Executive Officer/EDA or designee
23 and DISTRICT and shall be incorporated in written amendments to this Agreement.

24 **SECTION 13. Ministerial Acts.** The Riverside County Economic Development
25 Agency ("EDA") shall administer this Agreement and the Assistant County Executive
26 Officer/EDA or designee are authorized to take such ministerial actions as may be
27 necessary or appropriate to implement the terms, provisions, and conditions of this
28 Agreement as it may be amended from time to time by COUNTY.

1 **SECTION 14. Principal Contact Persons.** The following individuals are hereby
2 designated to be the principal contact persons for their respective Parties:

3 **COUNTY:** Dominick Lombardi, Development Specialist
4 Riverside County Economic Development
5 1325 Spruce Street, Suite 400
6 Riverside, CA 92507
7 (951) 955-8916

8 **DISTRICT:** Jeff Leatherman, General Manager
9 Valley-Wide Recreation and Park District
10 901 W. Esplanade Avenue
11 San Jacinto, CA 92581
12 (951) 654-1505

13 **SECTION 15. Conflict of Interest.** No member, official or employee of
14 COUNTY or DISTRICT shall have any personal interest, direct or indirect, in this
15 Agreement nor shall any such member, official or employee participate in any decision
16 relating to this Agreement which affects his or her personal interests or the interests of
17 any corporation, partnership or association in which he or she is directly or indirectly
18 interested.

19 **SECTION 16. Interpretation and Governing Law.** This Agreement and any
20 dispute arising hereunder shall be governed and interpreted in accordance with the laws
21 of the State of California. This Agreement shall be construed as a whole according to
22 its fair language and common meaning to achieve the objectives and purposes of the
23 parties hereto, and the rule of construction to the effect that ambiguities are to be
24 resolved against the drafting party shall not be employed in interpreting this Agreement,
25 all parties having been represented by counsel in the negotiation and preparation
26 hereof.

27 **SECTION 17. No Third Party Beneficiaries.** This Agreement is made and
28 entered into for the sole protection and benefit of the parties hereto. No other person or
entity shall have any right of action based upon the provisions of this Agreement.

SECTION 18. Assignment. The DISTRICT will not make any sale, assignment,
conveyance or lease of any trust or power, or transfer in any other form with respect to

1 this Agreement, the PROPERTY or the PARK, without prior written approval of the
2 COUNTY.

3 **SECTION 19. Indemnification.** DISTRICT shall indemnify and hold harmless
4 the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective
5 directors, officers, Board of Supervisors, elected and appointed officials, employees,
6 agents and representatives from any liability whatsoever, based or asserted upon any
7 services of DISTRICT, its officers, employees, subcontractors, agents or
8 representatives arising out of or in any way relating to this Agreement, including but not
9 limited to property damage, bodily injury, death or any other element of any kind or
10 nature whatsoever arising from the performance of the DISTRICT, its officers, agents,
11 employees, subcontractors, agents or representatives from this Agreement. DISTRICT
12 shall defend, at its sole expense, all costs and fees including, but not limited to, attorney
13 fees, cost of investigation, defense and settlements or awards, the County of Riverside,
14 its Agencies, Districts, Special Districts and Departments, their respective directors,
15 officers, Board of Supervisors, elected and appointed officials, employees, agents and
16 representatives, in any claim or action based upon such alleged acts or omissions.

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

23 DISTRICT's obligation hereunder shall be satisfied when DISTRICT has provided
24 to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for
25 the action or claim involved.

26 The specified insurance limits required in this Agreement shall in no way limit or
27 circumscribe DISTRICT's obligations to indemnify and hold harmless the COUNTY
28 herein from third party claims.

1 In the event there is conflict between this clause and California Civil Code
2 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
3 interpretation shall not relieve the DISTRICT from indemnifying the COUNTY to the
4 fullest extent allowed by law.

5 COUNTY shall indemnify and hold harmless the DISTRICT, its respective
6 directors, officers, Board of Directors, elected and appointed officials, employees,
7 agents and representatives from any liability whatsoever, based or asserted upon any
8 services of COUNTY, its officers, employees, subcontractors, agents or representatives
9 arising out of or in any way relating to this Agreement, including but not limited to
10 property damage, bodily injury, death or any other element of any kind or nature
11 whatsoever arising from the performance of the COUNTY, its officers, agents,
12 employees, subcontractors, agents or representatives from this Agreement. COUNTY
13 shall defend, at its sole expense, all costs and fees including, but not limited to, attorney
14 fees, cost of investigation, defense and settlements or awards, DISTRICT and its
15 respective directors, officers, Board of Directors, elected and appointed officials,
16 employees, agents and representatives, in any claim or action based upon such alleged
17 acts or omissions.

18 With respect to any action or claim subject to indemnification herein by COUNTY,
19 COUNTY shall, at their sole cost, have the right to use counsel of their own choice and
20 shall have the right to adjust, settle, or compromise any such action or claim without the
21 prior consent of DISTRICT; provided, however, that any such adjustment, settlement or
22 compromise in no manner whatsoever limits or circumscribes COUNTY indemnification
23 to DISTRICT as set forth herein.

24 COUNTY obligation hereunder shall be satisfied when COUNTY has provided to
25 DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the
26 action or claim involved.

27 In the event there is conflict between this clause and California Civil Code
28 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

1 interpretation shall not relieve the COUNTY from indemnifying the DISTRICT to the
2 fullest extent allowed by law.

3 **SECTION 20. Insurance.** Without limiting or diminishing DISTRICT's obligation
4 to indemnify and hold the COUNTY harmless, DISTRICT shall procure and maintain, or
5 cause to be maintained at its sole cost and expense, the following insurance coverage
6 during the term of this Agreement:

7 a. **Workers' Compensation:**

8 If DISTRICT has employees as defined by the State of California,
9 DISTRICT shall maintain Workers' Compensation Insurance
10 (Coverage A) as prescribed by the laws of the State of California.
11 Policy shall include Employers' Liability (Coverage B) including
12 Occupational Disease with limits not less than one million dollars
13 (\$1,000,000) per person per accident. Policy shall be endorsed to
14 waive subrogation in favor of the COUNTY and, if applicable,
15 provide a Borrowed Servant/Alternate Employer Endorsement.

16 b. **Commercial General Liability:**

17 Commercial General Liability insurance coverage, including but not
18 limited to, premises liability, contractual liability, products/completed
19 operations if applicable, personal and advertising injury covering
20 claims that arise from or out of DISTRICT's operations, use and
21 management of the premises, or the performance of its obligations
22 hereunder. Policy shall name, by Policy Endorsement, the
23 COUNTY, its Agencies, its Directors, Officers, Special Districts,
24 Board of Supervisors, employees, agents or representatives as
25 Additional Insured. Policy limits shall not be less than two million
26 dollars (\$2,000,000) per occurrence combined single limits. If
27 Policy contains a general aggregate limit, it shall apply separately
28 to this Agreement or be no less than two (2) times the occurrence

1 limit. Policy shall also contain coverage for five thousand dollars
2 (\$5,000.) Medical Payments per accident, per person, and Fire
3 Legal Liability in an amount not less than fifty thousand dollars
4 (\$50,000.)

5 c. **Vehicle Liability:**

6 If DISTRICT uses, or causes to be used, any vehicle or mobile
7 equipment in the performance of its obligations under this
8 Agreement, DISTRICT shall maintain liability insurance for all
9 owned, non-owned and hired vehicles in an amount not less than
10 one million dollars (\$1,000,000) per occurrence combined single
11 limit. If Policy contains a general aggregate limit, it shall apply
12 separately to this Agreement or be no less than two (2) times the
13 occurrence limit. Policy shall be endorsed to name the COUNTY as
14 Additional Insured.

15 d. **Property (Physical Damage):**

16 All-Risk personal property insurance coverage for the full
17 replacement value of all DISTRICT's equipment, systems,
18 structures and improvements/alterations if any (Care, Custody, and
19 Control of DISTRICT) used on COUNTY or County premises, or
20 used in any way connected with the accomplishment of the work or
21 performance of services under this Agreement..

22 e. **General Insurance Provisions - All lines:**

- 23 (1) Any insurance carrier providing insurance coverage hereunder shall
24 be admitted to the State of California unless waived, in writing, by
25 the County Risk Manager. Carrier(s) shall have an A.M. BEST
26 rating of not less than an A: VIII. Insurance deductibles or self-
27 insured retentions must be declared by the carrier(s), and such
28 deductibles and retentions shall have the prior written consent from

1 the County Risk Manager.

2 (2) Cause its insurance carrier(s) to furnish the COUNTY with either 1)
3 a properly executed original Certificate(s) of Insurance and certified
4 original copies of endorsements effecting coverage as required
5 herein, or 2) if requested to do so in writing by the County Risk
6 Manager, provide original certified copies of policies including all
7 endorsements and all attachments thereto, showing such insurance
8 is in full force and effect. Except on professional liability policy, the
9 COUNTY, its Agencies, Directors and Officers, Special Districts,
10 Board of Supervisors, elected officials, employees, agents or
11 representatives are named as Additional Insured. Further, said
12 certificates(s) and policies of insurance shall contain the covenant
13 of the insurance carrier(s) that thirty (30) days written notice shall
14 be given to the COUNTY prior to any material modification,
15 cancellation, expiration or reduction in coverage of such insurance.
16 In the event of a material modification, cancellation, expiration or
17 reduction in coverage, this lease shall terminate forthwith, unless
18 the COUNTY receives, prior to such Effective Date, another
19 properly executed original Certificate of Insurance and original
20 copies of endorsements or certified original policies, including all
21 endorsements and attachments thereto evidencing coverage set
22 forth herein and the insurance required herein is in full force and
23 effect. **DISTRICT shall not commence operations under this**
24 **Agreement until the COUNTY has been furnished original**
25 **Certificate(s) of Insurance and certified original copies of**
26 **endorsements or policies of insurance including all**
27 **endorsements and any and all other attachments as required**
28 **in this Section. The original endorsements for each policy and**

1 **the Certificate of Insurance shall be signed by an individual**
2 **authorized by the insurance carrier to do so, on its behalf.**

3 (3) It is understood and agreed to by the parties hereto and the
4 insurance company(s) that the Certificate(s) of Insurance and
5 policies shall so covenant and shall, except on professional liability
6 policy, be construed as primary, and the COUNTY's insurance
7 and/or deductibles and/or self-insured retentions or self-insured
8 programs shall not be construed as contributory.

9 (4) DISTRICT shall pass down the insurance obligations contained
10 herein to all tiers of subcontractors working under this Agreement.

11 (5) The insurance requirements contained in this Agreement may be
12 met with a program(s) of self-insurance acceptable to the
13 COUNTY.

14 **SECTION 21. Toxic Materials.** During the term of this Agreement,
15 DISTRICT shall not violate any federal, state, or local law, ordinance, or regulation,
16 relating to industrial hygiene or to the environmental condition of including, but not
17 limited to, soil and ground water conditions. Further, DISTRICT shall not use, generate,
18 manufacture, produce, store or dispose of on, under or about the PROPERTY or PARK
19 or transport to or from the PROPERTY or PARK, any flammable explosives, asbestos,
20 radioactive materials, hazardous wastes, toxic substances or related injurious materials,
21 whether injurious by themselves or in combination with other materials (collectively,
22 "hazardous materials"). For the purpose of this Agreement, hazardous materials shall
23 include, but not limited to, substances defined as "hazardous substances", or "toxic
24 substances" in the Comprehensive Environmental Response Compensation and
25 Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous
26 Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource
27 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances
28 defined as "hazardous wastes" in Section 25117 of the California Health and Safety

1 Code or as "hazardous substances" in Section 25316 of the California Health and
2 Safety Code; and in the regulations adopted in publications promulgated pursuant to
3 said laws. The DISTRICT shall not be liable for mitigation of any toxic materials located
4 on the PROPERTY or PARK prior to the Effective Date of this Agreement.

5 **SECTION 22. Signs.** DISTRICT shall not erect, maintain, or display any signs
6 or other forms of advertising upon any COUNTY property without first obtaining the
7 written approval of COUNTY.

8 **SECTION 23. Independent Contractor.** DISTRICT and its agents, servants,
9 employees and subcontractors shall act at all times in an independent capacity during
10 the term of this Agreement, and shall not act as, and shall not be, nor shall they in any
11 manner be construed to be, agents, officers or employees of COUNTY, and further,
12 DISTRICT, its agents, servants, employees and subcontractors, shall not in any manner
13 incur or have the power to incur any debt, obligation, or liability against the COUNTY.

14 **SECTION 24. Jurisdiction and Venue.** Any action at law or in equity arising
15 under this Agreement or brought by a party hereto for the purpose of enforcing,
16 construing or determining the validity of any provision of this Agreement shall be filed in
17 the consolidated Courts of Riverside County, State of California, and the parties hereto
18 waive all provisions of law providing for the filing, removal or change of venue to any
19 other court or jurisdiction.

20 **SECTION 25. Severability.** Each paragraph and provision of this Agreement is
21 severable from each other provision, and if any provision or part thereof is declared
22 invalid, the remaining provisions shall remain in full force and effect.

23 **SECTION 26. Waiver.** Failure by a party to insist upon the strict performance
24 of any of the provisions of this Agreement by the other party, or failure by a party to
25 exercise its rights upon the default of the other party, shall not constitute a waiver of
26 such party's right to insist and demand strict compliance by the other party with the
27 terms of this Agreement thereafter.

28 **SECTION 27. Authority to Execute.** The persons executing this agreement or

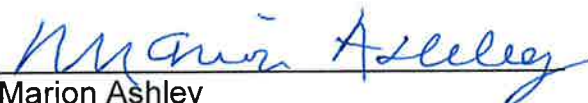
1 exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and
2 represent that they have the authority to execute this Agreement and warrant and
3 represent that they have the authority to bind the respective parties to this Agreement to
4 the performance of its obligations hereunder.

5 **SECTION 28. Entire Agreement.** It is expressly agreed that this Agreement
6 embodies the entire agreement of the parties in relation to the subject matter hereof,
7 and that no other agreement or understanding , verbal or otherwise, relative to this
8 subject matter, exists between the parties at the time of execution.

9 **IN WITNESS WHEREOF,** COUNTY and DISTRICT have executed this
10 Agreement as of the date first above written.

11 **COUNTY**
12 **COUNTY OF RIVERSIDE**


DISTRICT
VALLEY-WIDE RECREATION
AND PARK DISTRICT

13 
14 Marion Ashley
15 Chairman, Board of Supervisors


14 Jeff Leatherman, General Manager
15 Valley-Wide Recreation & Parks District

16 **APPROVED AS TO FORM:**
17 **PAMELA J. WALLS**
18 **COUNTY COUNSEL**

ATTEST:
KECIA HARPER-IHEM
CLERK OF THE BOARD

19  3/24/10
20 Deputy Michelle Clack

By 
20 Deputy

21
22
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Exhibit "A"

