

514



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

FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
November 14, 2013

SUBJECT: Lease Agreement, County of Riverside and the Riverside County Regional Park & Open Space District for the Perris Valley Aquatic Center Project; No Further CEQA Action Required - District 5, [\$240,000], EDA

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required based on the findings incorporated in the Initial Study and Environmental Checklist No. RIVCO/CEQA 2013-04 for the Lease for the Perris Valley Aquatic Center and the conclusion that the project will not have a significant effect on the environment.
2. Authorize the Chairman of the Board to execute same on behalf of the County; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 120,000	\$ 120,000	\$ 240,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: County EDA \$120,000 FY 2013-14 & 2014-15; thereafter, Field of Dreams \$120,000 annually.

Budget Adjustment: No

For Fiscal Year: 2013-14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 3, 2013
 EDA: QIP, Recorder

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.:

District: 5/5

Agenda Number:

3-8

FORM APPROVED COUNTY COUNCIL
BY:
DATE: 11/4/13
Patricia Munroe
Departmental Conference

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
CIP TEAM
Serena Chan

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency/Facilities Management

FORM 11: Lease Agreement, County of Riverside and the Riverside County Regional Park & Open-Space District for the Perris Valley Aquatic Center Project, District 5, [\$240,000]

DATE: October 24, 2013

Page 2 of 3

RECOMMENDED MOTION: (Continued)

3. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval of the project.

BACKGROUND:

Summary

Staff prepared an Initial Study and determined that although the Lease Agreement between the County of Riverside and the Riverside County Regional Park and Open-Space District could have a significant effect on the environment, nothing further is required because all potentially significant effects have been fully analyzed in an earlier adopted Mitigated Negative Declaration and have been avoided or mitigated to less than significant pursuant to that earlier MND. The potential environmental effects of the Perris Valley Aquatics Center Project were fully studied in Initial Study/Mitigated Negative Declaration (SCH 2011041046). Based upon the findings incorporated therein, the Board of Supervisors adopted a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program and approved the Perris Valley Aquatics Center Project on June 28, 2011 (MO 3.113). Entering into this Lease Agreement will not result in any new significant environmental effects not identified in the Initial Study/Mitigated Negative Declaration (SCH 2011041046); the actions will not substantially increase the severity of the environmental effects identified in the MND; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation is required for California Environmental Quality Act (CEQA) purposes.

This Lease is summarized below:

Lessor: County of Riverside
3403 10th Street, Suite 400
Riverside, CA 92501
Attn: Robert Field

Lessee: Regional Park & Open Space District
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Scott Bangle

Premises Location: 2167 Trumble Road, Perris

Size: 22 acres

Rent: \$1.00 annually

Term: Ten (10) years

Custodial: District

Maintenance: District

Utilities: District

The attached lease has been reviewed and approved by County Counsel as to legal form.

(Continued)

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

Economic Development Agency/Facilities Management

FORM 11: Lease Agreement, County of Riverside and the Riverside County Regional Park & Open-Space District for the Perris Valley Aquatic Center Project, District 5, [\$240,000]

DATE: October 24, 2013

Page 3 of 3

BACKGROUND:

Summary (continued)

Impact on Residents and Businesses

This property will provide needed recreational amenities and programs to the community for social, health and welfare benefits.

SUPPLEMENTAL:

Additional Fiscal Information

The County Economic Development Agency shall pay District \$120,000 annually for fiscal years 2013-14 and 2014-15 to assist in offsetting operational cost of the property. Thereafter, funding shall be provided from the operations of the Field of Dreams in Perris in the amount of \$120,000 annually. EDA has budgeted \$120,000 for FY 2013/14 and there is no financial impact to the County; therefore, there is no budget adjustment needed.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

12/4/13
Date

KD
Initial

Notice of Determination

To:
 Office of Planning and Research
For U.S Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth St.
Sacramento, CA 95814

From:
Public Agency: County of Riverside Economic Development Agency
Address: 3403 10th Street, 4th Floor
Riverside, CA 92501
Contact: John Alfred
Phone: (951) 955-0911

County Clerk
Riverside County –
County of: (County Clerk Office)
Address: 4080 Lemon St., 1st Floor
Riverside, CA 92502

Lead Agency (if different from above):
Address: _____
Contact: _____
Phone: _____

SUBJECT: Filing of Notice of Determination in Compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2011041046

Project Title: Proposed Lease for the Perris Valley Aquatic Center

Project Location (include county): N/A

Project Description: The Lease Agreement (“Project”) by and between the County of Riverside, a political subdivision of the State of California (“County”) and the Riverside County Regional Park & Open-Space District, a special district, (“District”), proposes to lease approximately 12 acres of a 22 acre parcel of real property, with Assessor’s Parcel Number 327-190-029, located at 2167 Trumble Road, in Perris, California, situated between Vista and the Perris Valley Big League Dreams Sports Park in the Romoland Area, commonly known as the Perris Valley Aquatic Center (“Center”). The County wishes to lease to the District for the operation of the Center to provide needed recreational amenities to the community. The Center will consist of an approximately 11,800 square foot administrative/operations building, up to 250 parking spaces, a 50 meter competition pool with stadium seating, lazy river, wave rider, children’s water playground area, and water slides with recreation pool. The Center will also provide grass areas for seating, stadium seating and lighting, concession stand that will be run by the District or an authorized concessionaire, and multiple picnic areas with permanent shade structures and all necessary related improvements. Pursuant to the Lease Agreement, the District will operate the facility to provide recreational amenities and services to the community. As part of operating the Center, the District intends to enter into Joint Use Agreements with other public agencies, including school districts and municipalities, where such other public agencies desire to jointly use the Center during specific times and dates and will fund its share of maintenance and operation costs.

This is to advise that the Riverside County Board of Supervisors approved the above project on

Lead agency or Responsible Agency

12/3/13 and has made the following determinations regarding the above described project:
(Date)

1. The project will will not have a significant effect on the environment.
2. An Environmental Impact Report and Addendum was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were were not made a condition of the approval of the project.
4. A Mitigation reporting or monitoring plan was was not adopted for this project.

5. A statement of Overriding Considerations was was not adopted for this project.
6. Findings were were not made pursuant to the provisions of CEQA.
7. Nothing further is required because all potentially significant effects were adequately analyzed in Environmental Assessment: Initial Study Mitigated Negative Declaration for the Perris Valley Aquatic Center (SCH 2011041046), and was adopted by the Board of Supervisors on June 28, 2011.

This is to certify that the Environmental Assessment Initial Study: RIVCO/CEQA 2013-04, is available to the General Public at:

- County of Riverside Economic Development Agency, 3403 10th Street, 4th Floor, Riverside, CA

Signature: (Public Agency)

Katherine

Title:

Board Assistant

Date:

12/3/13

Date received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

1 **WHEREAS**, the DISTRICT and COUNTY have determined that there is a great
2 need to provide a recreational amenity such as an aquatic center in the Romoland
3 Area; and

4 **WHEREAS**, the PROPERTY will provide needed recreational amenities and
5 programs to the community for social, health and welfare benefits;

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

9 **SECTION 1. PROPERTY DESCRIPTION.** The PROPERTY, known as the
10 Perris-Menifee Valley Aquatic Center, located at 2167 Trumble Road, Perris, on the 12
11 western acres of the 22-acre parcel within Assessor's Parcel Number 327-190-029,
12 which lies on Trumble Road between Vista and the Perris Valley Big League Dreams
13 Sports Park in the Romoland Area, as depicted on Exhibit "A," attached hereto and
14 incorporated herein by reference.

15 **SECTION 2. USE.**

16 **A.** The PROPERTY is leased to DISTRICT for the purpose of providing
17 needed recreational amenities to the community.

18 **B.** DISTRICT may provide additional services or modify the implementation
19 of their programs to ensure that the needs of the community are being met.

20 **C.** DISTRICT shall use the PROPERTY for the purpose as designated
21 herein.

22 **D.** COUNTY, or its assigns or successors-in-interest, consents to DISTRICT
23 collecting fees for public use of the facilities.

24 **SECTION 3. ACCEPTANCE OF PREMISES.** DISTRICT shall accept the
25 PROPERTY in its condition suitable for use as of December 31, 2013, or upon receipt
26 of an approved and official Notice of Completion ("NOC") whichever is later
27 ("EFFECTIVE DATE"), subject to all applicable restrictions of record, zoning and other
28 laws regulating the use of the PROPERTY. The premises shall also include all fixtures,

1 signage and other appurtenances required to operate the facility as approved by the
2 Parks Director or his designee. DISTRICT'S beginning performance of services under
3 this LEASE on the EFFECTIVE DATE and failing to object to any condition of the
4 PROPERTY in writing on or before thirty (30) days after the EFFECTIVE DATE shall
5 be conclusive evidence that DISTRICT accepts the PROPERTY and that it was in
6 good condition as of the EFFECTIVE DATE.

7 **SECTION 4. TERM.**

8 **A.** The term of this LEASE shall be for a ten (10) year period commencing on
9 the EFFECTIVE DATE as set forth in Section 3.

10 **B.** Notwithstanding subsection "C" below, any holding over by DISTRICT at
11 the expiration of said term shall be deemed a month-to-month tenancy upon the same
12 terms and conditions of this LEASE.

13 **C.** The term of this LEASE may be extended by mutual agreement of the
14 COUNTY and the DISTRICT and shall be incorporated by an amendment executed by
15 both the COUNTY and the DISTRICT.

16 **SECTION 5. RENT.** DISTRICT shall pay \$1.00 per year to COUNTY for the
17 term of this LEASE which shall constitute "Rent" under this LEASE. Such rent shall be
18 prepaid for the entire term upon execution of this LEASE and sent to COUNTY'S
19 address as set forth in Section 12 below.

20 **SECTION 6. DISTRICT OBLIGATIONS.**

21 **A. OPERATIONS.** The PROPERTY, at a minimum, shall be open to the
22 public during the months of June through August for recreational services to the public.
23 The PROPERTY shall remain open year-round for use of the competition pool in
24 accordance with Joint Use Agreements. The DISTRICT shall determine the operating
25 schedule suitable to meet the needs of the community and any public parties who have
26 entered into Joint Use Agreements.

27 **B. UTILITIES.** DISTRICT shall pay all costs for all utility services used in
28 connection with the operation of the PROPERTY throughout the term of this LEASE.

1 **C. MAINTENANCE.** DISTRICT shall pay all costs to maintain the
2 PROPERTY including, but not limited to air conditioning equipment, heating
3 equipment, plumbing, electrical wiring and fixtures, windows and structural parts in
4 good working condition and repair, and in compliance with federal, state, and local
5 laws, ordinances, rules and regulations relating to fire, health and safety, and
6 DISTRICT shall pay all cost to fully maintain the exterior and the interior of the
7 PROPERTY using choice of custodial services. DISTRICT shall pay all cost to
8 maintain the PROPERTY's landscaping and irrigation in good condition. Any dead or
9 dying plants, turf or trees shall be replaced or removed in a timely fashion. The
10 PROPERTY shall be maintained in a clean and safe state at all times.

11 **D. IMPROVEMENTS.** DISTRICT agrees to submit any construction and
12 capital improvement plans for the PROPERTY to COUNTY for review and approval
13 prior to installation or construction. DISTRICT understands and agrees that such
14 improvements, alterations and installation of fixtures are subject to County of Riverside
15 Ordinances No. 348 and 457, applicable Fire Codes, the Americans with Disabilities
16 Act, as well as other applicable County of Riverside ordinances. All alterations and
17 improvements to be made and fixtures installed or caused to be made and installed, by
18 DISTRICT shall become the property of COUNTY with the exception of trade fixtures
19 as such term is used in Section 1019 of the Civil Code.

20 At or prior to the expiration of this LEASE, DISTRICT may remove such
21 trade fixtures, provided, however, that such removal does not cause injury or damage
22 to the PROPERTY, or in the event it does, DISTRICT shall restore the PROPERTY to
23 its original shape and condition. In the event such trade fixtures are not removed,
24 COUNTY may at its own discretion either: 1) remove and store such fixtures and
25 restore the PROPERTY for the account of DISTRICT, and in such event, DISTRICT
26 shall within thirty (30) days after billing and accounting reimburse COUNTY for the
27 costs so incurred, or 2) take and hold such fixtures as its sole property.

28 **E. WATER QUALITY MANAGEMENT PLAN.** DISTRICT shall be

1 responsible for the operation and maintenance of all best management practices
2 (BMPs) associated with the PROPERTY's Water Quality Management Plan for the
3 term of the LEASE. DISTRICT shall be responsible for any fine, penalty, or any other
4 civil, administrative or criminal liability resulting from the DISTRICT's failure to maintain
5 the BMPs.

6 **F. JOINT USE AGREEMENTS.** With assistance from the COUNTY as
7 described in Section 7.A. herein, District shall be the party to procure and enter into
8 Joint Use Agreements from outside agencies, school districts, and municipalities or
9 other related entities ("USER GROUPS") whereby such public agencies will jointly use
10 the PROPERTY and pay the respective proportionate share of costs as designated in
11 the approved fee schedule for maintenance and operations, or as otherwise
12 documented within the Joint Use Agreements.

13 **SECTION 7. COUNTY OBLIGATIONS.**

14 **A.** COUNTY shall assist DISTRICT by providing Real Estate Services to
15 draft subleases, licenses, real estate documents and Joint Use Agreements with USER
16 GROUPS for the PROPERTY and to obtain the proper approvals in connection with
17 these agreements.

18 **B.** COUNTY Economic Development Agency shall pay DISTRICT \$120,000
19 annually for fiscal years 2013-14 and 2014-15 to assist in offsetting operational costs of
20 the PROPERTY. Thereafter, funding shall be provided from the operation of the Field
21 of Dreams in Perris in the amount of \$120,000 annually.

22 **C.** In the event that USER GROUPS, as a party to the Joint Use
23 Agreements referenced in Section 6F, fail to provide any funds pursuant to that Section
24 or funds are otherwise unavailable, DISTRICT shall not be responsible for such entity's
25 proportionate share of costs as defined in the Joint Use Agreement. DISTRICT shall
26 not be responsible for operating the PROPERTY to the standards provided herein if the
27 costs that would have been funded by other entities are not paid to DISTRICT.
28 DISTRICT shall be entitled to reduce services and operation hours accordingly. In the

1 event that funding from said other entities ceases for greater than 90 days, COUNTY
2 or its successors-in-interest and DISTRICT, shall have the right to amend or terminate
3 this LEASE with thirty (30) days written notice.

4 **SECTION 8. OVERSIGHT BY COUNTY.** The COUNTY may visit the
5 PROPERTY for the purpose of reviewing the uses being conducted at the PROPERTY
6 by DISTRICT. The COUNTY shall provide at least 24 hour notice to DISTRICT prior to
7 visit which shall be done during normal business hours.

8 **SECTION 9. NONDISCRIMINATION.** DISTRICT herein covenants by and for
9 himself or herself, his or her heirs, executors, administrator, and assigns, and all
10 persons claiming under or through them, that there shall be no discrimination against
11 or segregation of any person or group of persons on account of race, color, creed,
12 religion, disability, sex, sexual orientation, marital status, familial status, source of
13 income or disability in the sale, ancestry or national origin in the LEASE, sublease,
14 transfer, use, occupancy, tenure or enjoyment of the PROPERTY, nor shall the
15 DISTRICT, or any persons claiming under or through him or her, establish or permit
16 any such practice or practices of discrimination or segregation with reference to the
17 selection, location number, use or occupancy of tenants, districts, subtenants,
18 subleases or vendees in the PROPERTY herein conveyed. The foregoing covenants
19 shall run with the land.

20 **SECTION 10. DEFAULT.**

21 **A.** The DISTRICT shall be deemed in default of this LEASE if DISTRICT
22 uses the PROPERTY for any purpose other than that authorized in the LEASE, fails to
23 maintain the PROPERTY or the improvements in the manner provided for in the
24 LEASE, fails to pay any installment of rent or other sum when due as provided for in
25 the LEASE, fails to comply with or perform any other covenant, condition, provision or
26 restriction provided for in the LEASE, abandons the PROPERTY, allows the
27 PROPERTY to be attached, levied upon, or seized under legal process, or if the
28 DISTRICT files or commits an act of bankruptcy, has a receiver or liquidator appointed

1 to take possession of the PROPERTY, or commits or permits waste on the
2 PROPERTY.

3 **B.** The COUNTY shall provide DISTRICT with a thirty (30) day written notice
4 to remedy any and all defaults. Upon the failure of DISTRICT to properly address
5 default or commencement of curing the default within thirty (30) days, COUNTY shall
6 have the right to terminate this LEASE and retake possession of the PROPERTY
7 together with all additions, alterations, and improvements thereto by providing
8 DISTRICT notice of its intent to terminate in thirty (30) days for a total of sixty (60) days
9 from the initial notice of default. In the event that DISTRICT cures the default within the
10 sixty (60) days or is diligently pursuing to cure the default, COUNTY shall not have the
11 right to terminate upon the expiration of the sixty (60) days. COUNTY shall also retain
12 all rights to seek any and all remedies at law or in equity available in the event of
13 DISTRICT's default.

14 **SECTION 11. TERMINATION.**

15 **A.** DISTRICT and/or COUNTY shall have the option to terminate this LEASE
16 if the PROPERTY is destroyed or damaged to the extent that it cannot be repaired
17 within sixty (60) days, or if more than twenty-five percent (25%) of the PROPERTY is
18 destroyed. This LEASE can be terminated by either the DISTRICT and/or the COUNTY
19 with a thirty (30) day written notice.

20 **B.** If DISTRICT desires to continue with this LEASE despite partial damage
21 or destruction of the PROPERTY, then DISTRICT shall provide advance written notice
22 to COUNTY to seek COUNTY approval. Upon approval by the COUNTY of the
23 continuance of the LEASE and the plans for the repairs. The DISTRICT, at its sole
24 expense, shall make all approved repairs needed to the PROPERTY as the result of
25 said damage or destruction. The DISTRICT reserves the right to determine what, if
26 any, portions of the PROPERTY are usable. The DISTRICT shall remain responsible
27 for the operations of the PROPERTY as they are provided herein.

28 **C.** The DISTRICT or COUNTY may terminate this LEASE for cause, by

1 to waive subrogation in favor of The COUNTY, and, if applicable, to provide a
2 Borrowed Servant/Alternate Employer Endorsement.

3 **B. Commercial General Liability:** Commercial General Liability insurance
4 coverage, including but not limited to, premises liability, contractual liability, products
5 and completed operations liability, personal and advertising injury, and cross liability
6 coverage, covering claims which may arise from or out of DISTRICT'S performance of
7 its obligations hereunder. Policy shall name the COUNTY, its directors, officers,
8 employees, appointed officials, agents or representatives as Additional Insured.
9 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined
10 single limit. If such insurance contains a general aggregate limit, it shall apply
11 separately to this agreement or be no less than two (2) times the occurrence limit.

12 **C. Vehicle Liability:** If vehicles or mobile equipment are used in the
13 performance of the obligations under this Agreement, then DISTRICT shall maintain
14 liability insurance for all owned, non-owned or hired vehicles so used in an amount not
15 less than \$1,000,000 per occurrence combined single limit. If such insurance contains
16 a general aggregate limit, it shall apply separately to this agreement or be no less than
17 two (2) times the occurrence limit. Policy shall name the COUNTY, its directors,
18 officers, employees, appointed officials, agents or representatives as Additional
19 Insured.

20 **D. General Insurance Provisions - All lines:**

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

26 2) The DISTRICT'S insurance carrier(s) must declare its insurance
27 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence
28 such retentions shall have the prior written consent of the County Risk Manager before

1 the commencement of operations under this Agreement. Upon notification of self-
2 insured retention unacceptable to the COUNTY, and at the election of the COUNTY's
3 Risk Manager, LESSEE'S carriers shall either; 1) reduce or eliminate such self-insured
4 retention as respects this Agreement with the COUNTY, or 2) procure a bond which
5 guarantees payment of losses and related investigations, claims administration, and
6 defense costs and expenses.

7 3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish
8 the County of Riverside with either 1) a properly executed original Certificate(s) of
9 Insurance and certified original copies of Endorsements effecting coverage as required
10 herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager,
11 provide original Certified copies of policies including all Endorsements and all
12 attachments thereto, showing such insurance is in full force and effect. Further, said
13 Certificate(s) and policies of insurance shall contain the covenant of the insurance
14 carrier(s) that thirty (30) days written notice shall be given to the COUNTY prior to any
15 material modification, cancellation, expiration or reduction in coverage of such
16 insurance. In the event of a material modification, cancellation, expiration, or reduction
17 in coverage, this Agreement shall terminate forthwith, unless the COUNTY receives,
18 prior to such EFFECTIVE DATE, another properly executed original Certificate of
19 Insurance and original copies of endorsements or certified original policies, including all
20 endorsements and attachments thereto evidencing coverage's set forth herein and the
21 insurance required herein is in full force and effect. LESSEE shall not commence
22 operations until the COUNTY has been furnished original Certificate (s) of Insurance
23 and certified original copies of endorsements and if requested, certified original policies
24 of insurance including all endorsements and any and all other attachments as required
25 in this Section. An individual authorized by the insurance carrier to do so shall sign the
26 original endorsements for each policy and the Certificate of Insurance on its behalf.

27 4) It is understood and agreed to by the parties hereto that the
28 DISTRICT'S insurance shall be construed as primary insurance, and the COUNTY'S

1 insurance and/or deductibles and/or self-insured retention's or self-insured programs
2 shall not be construed as contributory.

3 5) If, during the term of this Agreement or any extension thereof,
4 there is a material change in the scope of services; or, there is a material change in the
5 equipment to be used in the performance of the scope of work which will add additional
6 exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this
7 Agreement, including any extensions thereof, exceeds five (5) years, then the
8 COUNTY reserves the right to adjust the types of insurance required under this
9 Agreement and the monetary limits of liability for the insurance coverage's currently
10 required herein, if the COUNTY Risk Manager, in his reasonable judgment, has
11 deemed the amount or type of insurance carried by the DISTRICT is inadequate for the
12 material change in circumstances.

13 6) DISTRICT shall pass down the insurance obligations contained
14 herein to all tiers of sublessees working under this Agreement.

15 7) The insurance requirements contained in this Agreement may be
16 met with a program(s) of self-insurance acceptable to the COUNTY.

17 8) DISTRICT agrees to notify COUNTY of any claim by a third party
18 or any incident or event that may give rise to a claim arising from the performance of
19 this Agreement.

20 **SECTION 15. INDEMNIFICATION.** DISTRICT shall indemnify and hold
21 harmless the COUNTY, its directors, officers, employees, appointed officials, agents
22 or representatives from any liability whatsoever, based or asserted upon any services
23 of DISTRICT, its officers, employees, agents or representatives arising out of or in any
24 way relating to this Agreement, including but not limited to PROPERTY damage, bodily
25 injury, or death or any other element of any kind or nature whatsoever arising from the
26 performance of DISTRICT, its officers, agents, employees, agents or representatives
27 from this Agreement. DISTRICT shall defend, at its sole expense, all costs and fees
28 including, but not limited, to attorney fees, cost of investigation, defense and

1 settlements or awards, the COUNTY, its directors, officers, employees, appointed
2 officials, agents or representatives in any claim or action based upon such alleged acts
3 or omissions.

4 With respect to any action or claim subject to indemnification herein by
5 DISTRICT, DISTRICT shall, at their sole cost, have the right to use counsel of their
6 own choice and shall have the right to adjust, settle, or compromise any such action or
7 claim without the prior consent of COUNTY; provided, however, that any such
8 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
9 DISTRICT'S indemnification to COUNTY as set forth herein.

10 DISTRICT'S obligation hereunder shall be satisfied when DISTRICT has
11 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any
12 liability for the action or claim involved.

13 The specified insurance limits required in this Agreement shall in no way limit or
14 circumscribe DISTRICT'S obligations to indemnify and hold harmless the COUNTY
15 herein from third party claims.

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

20 **SECTION 16. HAZARDOUS SUBSTANCES.** For purposes of this LEASE,
21 Hazardous Substances shall mean any such materials or substances that may be
22 defined as or included in the definition of "hazardous substances" under applicable
23 federal or state laws or regulations.

24 **A.** DISTRICT agrees that any and all handling, transportation, storage,
25 treatment, disposal, or use of Hazardous Substances by DISTRICT in or about the
26 PROPERTY shall comply with all applicable Environmental Laws.

27 **B.** DISTRICT shall not use, handle, store, transport, generate, release, or
28 dispose of any Hazardous Substances on, under, or about the PROPERTY, except

1 that DISTRICT may use (i) small quantities of common chemicals such as adhesives,
2 lubricants, and cleaning fluids in order to conduct business at the PROPERTY; (ii)
3 other Hazardous Substances that are necessary for the operation of DISTRICT'S
4 business; and (iii) Other Hazardous Substances for which COUNTY gives written
5 consent prior to the Hazardous Substances being brought onto the PROPERTY.

6 **SECTION 17. BINDING ON SUCCESSORS.** The terms and conditions herein
7 contained shall apply to and bind the heirs, successors in interest, executors,
8 administrators, representatives, and assigns of all the parties hereto.

9 **SECTION 18. COMPLIANCE WITH LAWS AND REGULATIONS.** By
10 executing this LEASE, the DISTRICT hereby certifies that it will adhere to and comply
11 with all federal, state, and local laws, regulations and ordinances.

12 **SECTION 19. PERSONNEL.** DISTRICT represents that it has all the
13 personnel required to provide recreation services under this LEASE or will subcontract
14 for necessary services. DISTRICT personnel shall not be employed by, not have any
15 direct contractual relationship with the COUNTY. The DISTRICT, its employees or
16 personnel under direct contract with the DISTRICT shall perform all services required
17 hereunder. DISTRICT and its agents, servants, employees and shall act at all times in
18 an independent capacity during the term of this LEASE and shall not act as, and shall
19 not be, nor shall they in any manner be construed to be agents, officers or employees
20 of the COUNTY.

21 **SECTION 20. AMENDMENTS.** This LEASE shall not be amended unless
22 such changes are mutually agreed upon by the COUNTY and the DISTRICT and shall
23 be incorporated in written executed amendments to this LEASE.

24 **SECTION 21. ADMINISTRATION.** The Assistant County Executive Officer of
25 the Economic Development Agency, or his designee, has the authority to administer
26 the LEASE on behalf of the COUNTY. The General Manager of the DISTRICT, or his
27 designee, has the authority to administer the LEASE on behalf of the DISTRICT.

1 **SECTION 22. CONFLICT OF INTEREST.** No member, official or employee of
2 the COUNTY or DISTRICT shall have any personal interest, direct or indirect, in this
3 LEASE nor shall any member, official or employee participate in any decision relating
4 to this LEASE which affects his or her personal interests or the interests of any
5 corporation, partnership or association in which he or she is directly or indirectly
6 interested.

7 **SECTION 23. GOVERNING LAW; JURISDICTION.** This Agreement shall be
8 governed by and construed in accordance with the laws of the State of California. The
9 COUNTY and DISTRICT agree that this Agreement has been entered into at Riverside
10 County, California, and that any legal action related to the interpretation or
11 performance of the Agreement shall be filed in the Superior Court for the State of
12 California, in Riverside, California.

13 **SECTION 24. NO THIRD PARTY BENEFICIARIES.** This LEASE is made and
14 entered into for the sole protection and benefit of the parties hereto. No other person
15 or entity shall have any right of action based upon the provisions of this LEASE.

16 **SECTION 25. SEVERABILITY.** Each section and provision of this LEASE is
17 severable from each other provision, and if any provision or part thereof is declared
18 invalid, the remaining provisions shall remain in full force and effect.

19 **SECTION 26. WAIVER.** Failure by a party to insist upon the strict
20 performance of any of the provisions of this LEASE by the other party, or failure by a
21 party to exercise its rights upon the default of the other party, shall not constitute a
22 waiver of such party's right to insist and demand strict compliance by the other party
23 with the terms of this LEASE thereafter.


24 **SECTION 27. AUTHORITY TO EXECUTE.** The persons executing this
25 LEASE on behalf of the parties to this LEASE hereby warrant and represent that they
26 have the authority to execute this LEASE and warrant and represent that they have the
27 authority to bind the respective parties to this LEASE and to the performance of its
28 obligations hereunder.

1 **IN WITNESS WHEREOF**, the COUNTY and DISTRICT have executed this
2 LEASE as of the date first above written.

3
4 **COUNTY OF RIVERSIDE**

**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT**


5
6 
7 _____
8 John J. Benoit, Chairman
9 Board of Supervisors

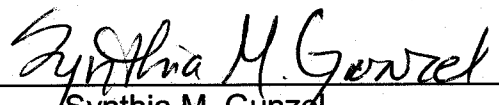


Kevin Jeffries
Chairman, Board of Directors

10 **APPROVED AS TO FORM:**
11 Pamela J. Walls
12 COUNTY Counsel

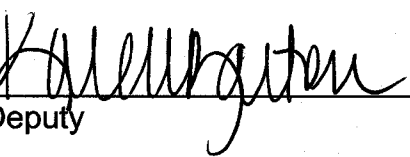
APPROVED AS TO FORM:
Pamela J. Walls
DISTRICT Counsel

13 By: 
14 _____
15 Patricia Munroe
16 Deputy County Counsel

By: 

Synthia M. Gunzel
Deputy County Counsel

16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: 
20 _____
21 Deputy

Initial Study and Environmental Checklist
No. RIVCO/CEQA 2013-04
For The
Proposed Lease for the Perris Valley Aquatic Center
(California Code of Regulations, Title 14, Division 6, Chapter 3,
Sections 15000 – 15387 and Appendices A – K)

1. Project Title:

Proposed Lease for the Perris Valley Aquatic Center (Initial Study: RIVCO/CEQA 2013-04)

2. Lead Agency Name and Address:

County of Riverside, 3403 Tenth Street, 4th Floor, Riverside, California, 92501

3. Contact Person and Phone Number:

John Alfred, Acting Senior Environmental Planner, 951.955.0911; Facsimile 951.955.4890

4. Project Location:

N/A

5. Project Sponsor's Name and Address:

County of Riverside, 3403 Tenth Street, 4th Floor, Riverside, California, 92501

6. General Plan Designation:

N/A

7. Zoning:

N/A

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 Lease Agreement ("Project") by and between the County of Riverside, a political subdivision of the State of California ("County") and the Riverside County Regional Park & Open-Space District, a special district, ("District"), proposes to lease approximately 12 acres of a 22 acre parcel of real property, with Assessor's Parcel Number 327-190-029, located at 2167 Trumble Road, in Perris, California, situated between Vista and the Perris Valley Big League Dreams Sports Park in the Romoland Area, commonly known as the Perris Valley Aquatic Center ("Center"). The County wishes to lease to the District for the operation of the Center to provide needed recreational amenities to the community. The Center will consist of an approximately 11,800 square foot administrative/operations building, up to 250 parking spaces, a 50 meter competition pool with stadium seating, lazy river, wave rider, children's water playground area, and water slides with recreation pool. The Center will also provide grass areas for seating, stadium seating and lighting, concession stand that will be run by the District or an authorized concessionaire, and multiple picnic areas with permanent shade structures and all necessary related improvements. Pursuant to the Lease Agreement, the District will operate the facility to provide recreational amenities and services to the community. As part of operating the Center, the District intends to enter into Joint Use Agreements with other public agencies, including school districts and municipalities, where such other public agencies desire to jointly use the Center during specific times and dates and will fund its share of maintenance and operation costs.

9. Surrounding Land Uses and Setting: Briefly Describe the Project's Surroundings:

N/A

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

Riverside County Regional Park and Open-Space District ("District")

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

10.9.13

Date

John Alfred, Acting Senior Environmental Planner

Printed Name

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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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"/> |
| 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? | <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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Create objectionable odors affecting a substantial number of people? | <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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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
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Findings of Fact:

The potential environmental effects of the Project were fully studied in the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or

ISSUES

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

death involving:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ii) Strong seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| iii) Seismic-related ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| iv) Landslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in substantial soil erosion or the loss of topsoil? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

VII. HAZARDS AND HAZARDOUS MATERIALS.

Would the project:

ISSUES

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

- a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?
- 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?
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- 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?
- 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 residing or working in the project area?
- 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?
- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- 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?

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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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"/> |
| 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"/> |

ISSUES

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

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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"/> |
| 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"/> |

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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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"/> |

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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"/> |

Findings of Fact:

The potential environmental effects of the Project were fully studied in the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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
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Findings of Fact:

The potential environmental effects of the Project were fully studied in the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

XIV. RECREATION

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?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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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?

<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 the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

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

ISSUES

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

- 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)?
- b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?
- 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?
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e) Result in inadequate emergency access?
- f) Result in inadequate parking capacity?
- g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?

Findings of Fact:

The potential environmental effects of the Project were fully studied in the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.
Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

XVI. UTILITIES AND SERVICE SYSTEMS --

- Would the project:
- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- 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?

ISSUES

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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"/> |

Findings of Fact:

The potential environmental effects of the Project were fully studied in the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| 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? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the | <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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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)?

- c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?

Findings of Fact:

The potential environmental effects of the Project were fully studied in the Final Initial Study Mitigated Negative Declaration (IS/MND) for the Perris Valley Aquatic Center (SCH 2011041046), which is incorporated herein by reference. The Riverside County Board of Supervisors adopted the Final IS/MND (SCH 2011041046), on June 28, 2011. The Project will not result in any new significant environmental effects not identified in Final IS/MND (SCH 2011041046), nor will it substantially increase the severity of the environmental effects identified in the Final IS/MND (SCH 2011041046). 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 complied with and no further environmental documentation is required for the Project.

Mitigation: None.

Monitoring: None.

Source(s): Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046), and the Lease Agreement.

XVIII. EARLIER ANALYSES

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 as per California Code of Regulations, Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

Earlier Analyses Used:

Final Initial Study Mitigated Negative Declaration (ISMND) for the Perris Valley Aquatic Center (SCH 2011041046)

Location Where Earlier Analyses are Available for Review:

County of Riverside Economic Development Agency 3403 10th Street, Suite 400, Riverside, CA 92501

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARY GRAY

Address: _____
(only if follow-up mail response requested)

City: Perris **Zip:** _____

Phone #: _____

Date: 12/3/13 **Agenda #** 3.8

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.