

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.3
(ID # 9976)

FROM : FLOOD CONTROL DISTRICT:

MEETING DATE:
Tuesday, June 18, 2019

SUBJECT: FLOOD CONTROL DISTRICT: Adoption of Resolution No. F2019-09 Considering an Environmental Impact Report for the City of Jurupa Valley and Space Center Mira Loma, Inc. for the Day Creek MDP – Inland Avenue Storm Drain, Stage 4, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, and Issuing Certain Limited Approvals for the Cooperative Agreement, Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Jurupa Valley and Space Center Mira Loma, Inc. for Day Creek MDP – Inland Avenue Storm Drain, Stage 4 (City of Jurupa Valley Master Application No. 14126), Project No. 1-0-00254, CEQA Nothing Further is Required, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

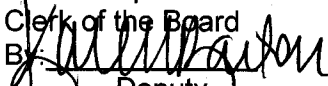
1. Adopt Resolution No. F2019-09 Considering an Environmental Impact Report for the City of Jurupa Valley and Space Center Mira Loma, Inc. for the Day Creek MDP – Inland Avenue Storm Drain, Stage 4, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act, and Issuing Certain Limited Approvals for the Cooperative Agreement;
2. Find that Nothing Further is Required under CEQA because all potentially significant effects have been adequately analyzed in an earlier certified EIR and have been avoided or mitigated pursuant to that earlier EIR;
3. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Jurupa Valley (City) and Space Center Mira Loma, Inc. (Developer) for Day Creek MDP – Inland Avenue Storm Drain, Stage 4 (City of Jurupa Valley Master Application No. 14126);
4. Authorize the Chairwoman to execute the Agreement on behalf of the District;
5. Direct the Clerk of the Board to return four (4) executed Agreements to the District; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 18, 2019
xc: Flood, Recorder

Kecia Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District inspection and subsequent operation and maintenance of the referenced drainage facility.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system, riprap energy dissipater, slope protection barriers, signage and fencing. The Developer will retain ownership and assume operation and maintenance of the project's associated catch basins, inlets, connector pipe, storm drain lateral that is 36 inches or less in diameter, a water quality basin and an 18-inch low flow pipe located within privately held rights of way.

County Counsel has approved the Agreement as to legal form, and the City and the Developer have executed the Agreement.

Environmental Findings

Pursuant to CEQA, the project and the City's Environmental Impact Report (EIR), previously prepared and certified by the City of Jurupa Valley, as the CEQA lead agency, on November 22, 2017, were reviewed. The District, in its limited capacity as a responsible agency, finds that: the City's EIR adequately covered the project, a Habitat Mitigation and Monitoring Plan was adopted, and no significant impacts will result from the Cooperative Agreement or the operation and maintenance of the flood control facilities. Therefore, nothing further under CEQA is required. Upon Board approval, the Clerk of the Board will file the attached NOD with the County Clerk within five working days of approval by the board.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Master Application No. 14126. The principal beneficiaries are the future tenants of the property.

Additional Fiscal Information

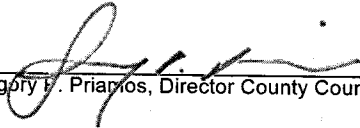
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of mainline storm drain facilities will accrue to the District.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

ATTACHMENTS:

1. Vicinity Map
2. Resolution No. F2019-09
3. Cooperative Agreement
4. Notice of Determination
5. CEQA Fee Receipt
6. Authorization to Bill

AMR:blm
P8/225917



Gregory J. Priamos, Director County Counsel 6/7/2019

1 **BOARD OF SUPERVISORS**

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

4 RESOLUTION NO. F2019-09

5 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
6 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
7 CONSIDERING AN ENVIRONMENTAL IMPACT REPORT FOR THE CITY OF JURUPA VALLEY
8 AND SPACE CENTER MIRA LOMA, INC. FOR THE
9 DAY CREEK MDP – INLAND AVENUE STORM DRAIN, STAGE 4,
10 MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE
11 CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND
12 ISSUING CERTAIN LIMITED APPROVALS FOR THE COOPERATIVE AGREEMENT

13 **WHEREAS**, the Riverside County Flood Control and Water Conservation District
14 ("District") has been asked to issue certain limited approvals for the City of Jurupa Valley and Space Center
15 Mira Loma, Inc.'s Day Creek MDP – Inland Avenue Storm Drain, Stage 4 Cooperative Agreement.
16 Specifically, the Cooperative Agreement will define the terms and conditions by which certain flood control
17 facilities are to be inspected, accepted, operated, and maintained by the District. Following acceptance, the
18 District will conduct ongoing maintenance of the mainline storm drain system, slope protection barriers,
19 signage, and fencing; and

20 **WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code
21 section 21000 et seq.) and the State CEQA Guidelines (14 California Code of Regulations Section 15000
22 et seq.) ("CEQA"), an Environmental Impact Report ("EIR") for the Space Center Industrial Project (MA
23 14126) was previously prepared and certified by the City of Jurupa Valley, as the CEQA lead agency, on
24 November 22, 2017 (State Clearinghouse No. 2015051053); and

25 **WHEREAS**, the City of Jurupa Valley served as lead agency for the environmental review
26 and analysis of the Day Creek MDP – Inland Avenue Storm Drain, Stage 4 pursuant to the requirements
27 of CEQA; and

28 **WHEREAS**, the lead agency, at a noticed public meeting, reviewed and considered the Final
EIR, the Initial Study, a Mitigation Monitoring and Reporting Program, the Day Creek MDP – Inland
Avenue Storm Drain, Stage 4, all oral and written comments received, and certified the EIR, made written

FORM APPROVED COUNTY COUNSEL
BY:  6/10/19
LEILA J. MOSHREF-DANESH DATE

1 findings, adopted a Mitigation Monitoring and Reporting Program, and approved the Day Creek MDP –
2 Inland Avenue Storm Drain, Stage 4; and

3 **WHEREAS**, the District has limited approval and implementing authority over the Project
4 and thus serves only as a responsible agency for the Day Creek MDP – Inland Avenue Storm Drain, Stage
5 4 pursuant to the requirements of CEQA; and

6 **WHEREAS**, the District, as a responsible agency, has determined that the certified Final
7 EIR adequately analyzes the potential environmental impacts associated with the District's limited role as a
8 responsible agency related to the Project; and

9 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred;

10 **NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED** by the
11 Board of Supervisors of the Riverside County Flood Control and Water Conservation District ("Board"),
12 assembled in regular session on June 18, 2019, in the meeting room of the Board of Supervisors located on
13 the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, based upon the
14 evidence and testimony presented on the matter, both written and oral, including the EIR as it relates to the
15 Project, that:

16 SECTION 1. Incorporation of Recitals. The above recitations constitute findings of the
17 Board with respect to the Project and are incorporated herein.

18 SECTION 2. CEQA Actions.

19 (a) Consideration of the EIR and Adoption of Findings Regarding CEQA Compliance.

20 As the decision-making body for the District, and in the District's limited role as a
21 responsible agency under CEQA, the District has received, reviewed, and considered
22 the information contained in the Final Environmental Impact Report for the Space
23 Center Industrial Project (MA 14126), all comment letters, and other related
24 documents. Based on this review, the Board finds that as to those potential
25 environmental impacts within the District's powers and authorities as responsible
26 agency, the EIR for the Day Creek MDP – Inland Avenue Storm Drain, Stage 4
27 contains a complete, objective, and accurate reporting of those potential impacts and
28 reflects the independent judgment and analysis of the Board.

1 (b) CEQA Findings on Environmental Impacts. Pursuant to Section 15096 of the CEQA
 2 Statutes and Guidelines, the District, in its limited capacity as a responsible agency,
 3 considered the Environmental Impact Report (EIR) that was prepared by the lead
 4 agency and independently finds that the EIR adequately covers the District's plan
 5 check, inspection, and the operation and future maintenance of the flood control
 6 facilities that are the subject of the Project. Furthermore, the District finds that no
 7 significant adverse impacts will occur as a result of the inspection, operation, and
 8 future maintenance of the proposed flood control facilities that are the subject of the
 9 Project, and no further analysis under CEQA is required.

10 (c) Adoption of Mitigation Monitoring and Reporting Program. Mitigation measures
 11 were made a condition of approval for the Day Creek MDP – Inland Avenue Storm
 12 Drain, Stage 4, and a mitigation monitoring plan/program was adopted by the lead
 13 agency, however, the District finds that no mitigation measures are required for the
 14 Project.

15 SECTION 3. Approval of the Project. As required by State CEQA Guidelines Section
 16 15096 and in its limited role as responsible agency under CEQA, the Board hereby approves the Project.

17 SECTION 4. Notice of Determination. The Board hereby directs staff to file a Notice of
 18 Determination with the Riverside County Clerk within five (5) working days of the approval of the Project.

19 SECTION 5. Custodian of Records. The documents and materials that constitute the record
 20 of proceedings on which these findings are based are located at the offices of the Clerk of the Board of
 21 Supervisors for the District at 4080 Lemon Street, 1st Floor, Riverside, CA 92501 and the District Office,
 22 1995 Market Street, Riverside, CA 92501.

23 SECTION 6. Execution of Resolution and Agreement. The Clerk of the Board shall sign
 24 this Resolution, and the Clerk shall attest and certify to the passage and adoption thereof.

25 ROLL CALL:

26 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
 27 Nays: None
 28 Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER - Clerk of said Board
 Deputy

COOPERATIVE AGREEMENT

Day Creek MDP – Inland Avenue Storm Drain, Stage 4
 Project No. 1-0-00254
 Master Application No. 14126
 (Space Center Mira Loma, Inc.)

This Cooperative Agreement ("Agreement"), dated as of June 18, 2019, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Jurupa Valley, a municipal corporation ("CITY"), and Space Center Mira Loma, Inc., a Minnesota corporation ("DEVELOPER") (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Master Application No. 14126, located within the County of Riverside. DEVELOPER has submitted for approval Master Application No. 14126 located in the City of Jurupa Valley. As a condition of approval for Master Application No. 14126, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The legal description of Master Application No. 14126 is provided on Exhibit "A", attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, are identified in DISTRICT's Day Creek Master Drainage Plan ("MDP"), as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, and as shown on District Drawing No. 1-0734, and include the construction of:

(i) Approximately 1,500 lineal feet of 72-inch reinforced concrete pipe to replace the existing Day Creek MDP Line N, Stage 3 trapezoidal channel facility ("STAGE 4"). At its upstream terminus, STAGE 4 will connect to DISTRICT's existing Day Creek MDP - Inland

Avenue Storm Drain, Stage 3 facility. At its downstream terminus, STAGE 4 will drain to DISTRICT's Day Creek Channel;

(ii) A riprap energy dissipater ("RIPRAP"). RIPRAP will collect stormwater flows and outlet to DISTRICT's habitat basin;

(iii) All safety devices requested by DISTRICT, including but not limited to slope protection barriers, signage and fencing ("SAFETY DEVICES") at inlet and outlet locations. SAFETY DEVICES shall be purchased and installed by DEVELOPER, and subject to DISTRICT's inspection and approval. STAGE 4, RIPRAP and SAFETY DEVICES are hereinafter called ("DISTRICT FACILITIES"); and

D. Associated with the construction of DISTRICT FACILITIES are the construction of certain catch basins, connector pipe, inlets and a storm drain lateral that is thirty-six inches (36") or less in diameter, a water quality basin and an 18-inch low flow pipe located within DEVELOPER held rights of way or easements ("DEVELOPER FACILITIES"). DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER, and subsequently owned and maintained by the Property Owners' for Master Application No. 14126; and

E. Altogether, DISTRICT FACILITIES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

F. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

G. DEVELOPER and DISTRICT desire CITY to subsequently inspect the construction of PROJECT, therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT; and

H. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, and (c) obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES; and

I. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES, and (iv) conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY; and

J. In conjunction with PROJECT, DISTRICT acquired certain rights of way, hereinafter called "DISTRICT EASEMENTS", referenced as Parcel 1254-505 and as recorded in the Official Records of Riverside County on document No. 2002-243050. DISTRICT is willing, upon recordation of the final map for Master Application No. 14126, to vacate a portion of the

existing DISTRICT EASEMENTS located south of Iberia Street, as shown in concept cross-hatched in green on Exhibit "C", attached hereto and made a part hereof.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT FACILITIES, in accordance with applicable DISTRICT and CITY standards and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement. Additionally, DEVELOPER shall pay CITY, within thirty (30) days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with i) the review of IMPROVEMENT PLANS, ii) the review and approval of right of way and conveyance documents, and iii) the processing and administration of this Agreement.

3. Deposit with DISTRICT (Attention: Business Office -- Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8. herein, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Master Application No. 14126 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry as determined and approved by DISTRICT and CITY, as appropriate.

5. Prior to commencing PROJECT construction, furnish DISTRICT and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

7. Provide CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for Master Application No. 14126 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of

DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY as complete; at which time the bond amount may be reduced to five percent (5%) for a period of one year to guarantee against any defective work, labor or materials.

8. Notify DISTRICT in writing (Attention: Contract Services Section) at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on any element of PROJECT for any reason whatsoever until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition Section), at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for Master Application No. 14126 or any phase thereof, whichever occurs first, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.

11. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding

license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progress, DEVELOPER shall update said construction schedule as requested by DISTRICT.

13. Furnish DISTRICT and CITY each with a set of final mylar plans for PROJECT and assign their ownership to DISTRICT and CITY, respectively, prior to the start on any portion of PROJECT construction.

14. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

15. Comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

17. DEVELOPER shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage including but not limited to premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name DISTRICT, the County of Riverside and CITY, their agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or

representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If DEVELOPER's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT, the County of Riverside and CITY, its agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue

through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy, which shall be reasonably acceptable to DISTRICT and CITY.

E. Pollution Liability:

DEVELOPER or its construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. If DEVELOPER or its construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by DEVELOPER or its construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT.

F. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in

writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of the County Risk Manager, DEVELOPER's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.
- iii. DEVELOPER shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification,

cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies do not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.) or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right

to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

- vi. DEVELOPER shall cause all tiers of subcontractors working under this Agreement to maintain workers' compensation, general liability insurance, and vehicle liability insurance generally in accordance with the requirements of this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- viii. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder nor accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

18. Construct or cause to be constructed PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Construction Management Section) and CITY that

PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of PROJECT.

20. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, and the Property Owner(s) accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

21. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, for the rights of way, as shown in concept cross-hatched in red on Exhibit "D", attached hereto and made a part hereof.

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

23. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with redlined "record drawings"

of DISTRICT FACILITIES plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign DISTRICT FACILITIES plans "record drawings".

24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

25. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including but not limited to all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.9.
5. Inspect DISTRICT FACILITIES construction.

6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents and the processing and administration of this Agreement.

7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s) as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT FACILITIES within thirty (30) days after receipt of billing from DISTRICT.

8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.23., (iv) recordation of all conveyance documents described in Section I.21., (v) CITY acceptance of all necessary street rights of way as deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT FACILITIES, and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactory condition.

9. Vacate a portion of the existing DISTRICT EASEMENTS as set forth in Recital 'K', as shown on Exhibit "C".

10. Provide CITY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.
3. Inspect PROJECT construction.
4. Consent, by execution of this Cooperative Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative Agreement.
5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.
6. Upon DISTRICT acceptance of PROJECT construction as being complete, and if applicable, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All work involved with PROJECT shall be inspected by DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. CITY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, PROJECT and shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER

4. DEVELOPER shall commence construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and shall complete construction within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to surrender the letters of credit or cash to DISTRICT.

5. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as

set forth in Section I.8. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.8.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

7. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays unless otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written

request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT, at its sole discretion, and shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officer, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, its officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DISTRICT FACILITIES, after the acceptance of ownership, operation and maintenance of DISTRICT FACILITIES by DISTRICT

9. DEVELOPER shall indemnify and hold harmless DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees,

agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT, or (d) any other element of any kind or nature whatsoever.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

With respect to any of DEVELOPER's indemnification requirements, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the limited right to adjust, settle, or compromise any such claim, proceeding or action without the prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT, County of Riverside or CITY.

Developer shall have the right to adjust, settle or compromise any claim for personal injuries or property damages where the plaintiff only receives monetary damages and there is no statement or recognition of DISTRICT, County of Riverside or CITY liability for said

damages. DISTRICT, County of Riverside or CITY, as respects the claims against them, shall be entitled to consent to any adjustment, settlement or compromise of any claim relating to liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from natural drainage patterns or the discharge of drainage within or from PROJECT or any adjustment, settlement or compromise involving obligations by DISTRICT, County of Riverside or CITY for future maintenance, reconstruction or actions by DISTRICT or CITY.

DEVELOPER's indemnification obligations shall be satisfied when DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal relieving DISTRICT, County of Riverside or CITY from any liability for the claim, proceeding or action involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT, County of Riverside and CITY from third party claims.

In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT, County of Riverside or CITY to the fullest extent allowed by law.

10. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement hereof.

11. This Agreement is to be construed in accordance with the laws of the State of California.

12. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contract Services Section

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Steve Loriso, P.E.
City Engineer

SPACE CENTER MIRA LOMA, INC.
3401 Etiwanda Avenue
Jurupa Valley, CA 91752
Attn: Graham Tingler

13. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

15. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER

expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

17. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

19. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

//

//

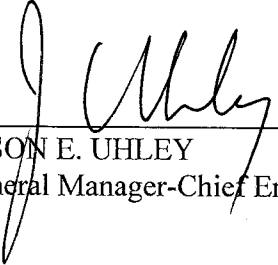
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

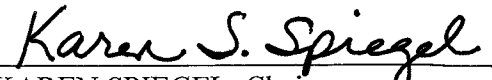
JUN 18 2019

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer

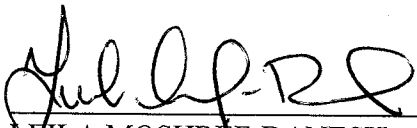
By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

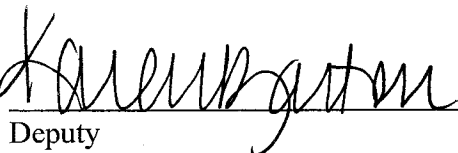
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

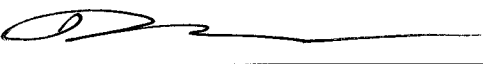
(SEAL)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

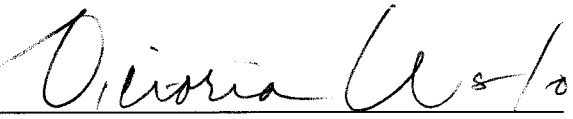
By 
STEVE LORISO
Public Works Director/City Engineer

By 
BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
PETER M. THORSON
City Attorney

By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19

SPACE CENTER MIRA LOMA, INC.
a Minnesota corporation

By 
RYAN INGLE
Managing Director & Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19

SPACE CENTER MIRA LOMA, INC.
a Minnesota corporation

By 

RYAN INGLE
Managing Director & Vice President

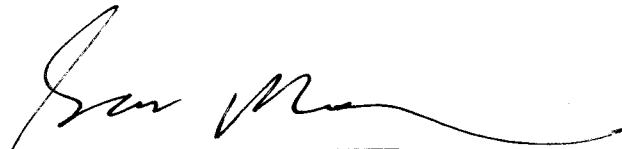
(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
AMR:blm
02/04/19

ACKNOWLEDGMENT

State of New York)
) ss.:
County of New York)

On the 2nd day of May 2019, before me, a notary public, personally came RYAN INGLE, to me known, who, being by me duly sworn, did depose and say that he is MANAGING DIRECTOR & VICE PRESIDENT of SPACE CENTER MIRA LOMA, INC., the corporation described in and which executed the above COOPERATIVE AGREEMENT; and that he signed his name thereto by authority of said corporation.



Notary Public

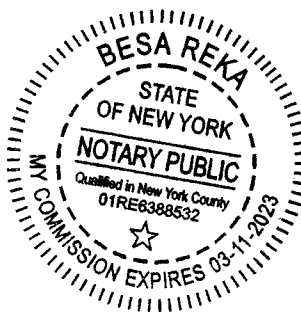


Exhibit A

LEGAL DESCRIPTION

Real property in the City of Jurupa Valley, County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 3 OF PARCEL MAP 29394 AS SHOWN BY MAP ON FILE IN BOOK 196 PAGE(S) 56 THROUGH 60 OF PARCEL MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN:

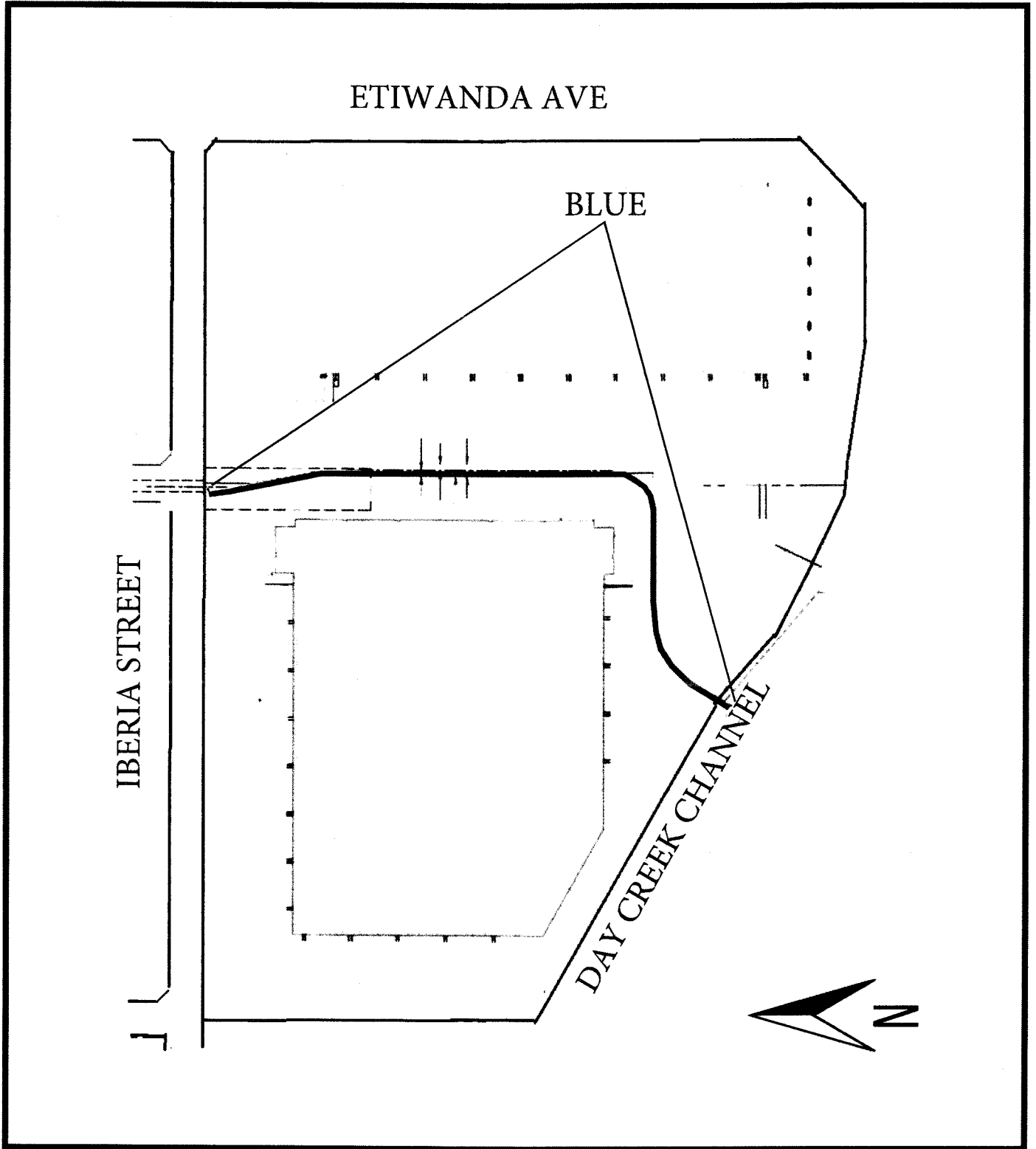
156-140-042-9 (Affects Parcel 1)

156-140-043-0 (Affects Parcel 2)

156-140-044-1 (Affects Parcel 3)

Cooperative Agreement
Day Creek MDP – Inland Avenue Storm Drain, Stage 4
Project No. 1-0-00254
Master Application No. 14126
(Space Center Inc.)

Exhibit B



COOPERATIVE AGREEMENT

Day Creek MDP – Inland Avenue Storm Drain, Stage 4

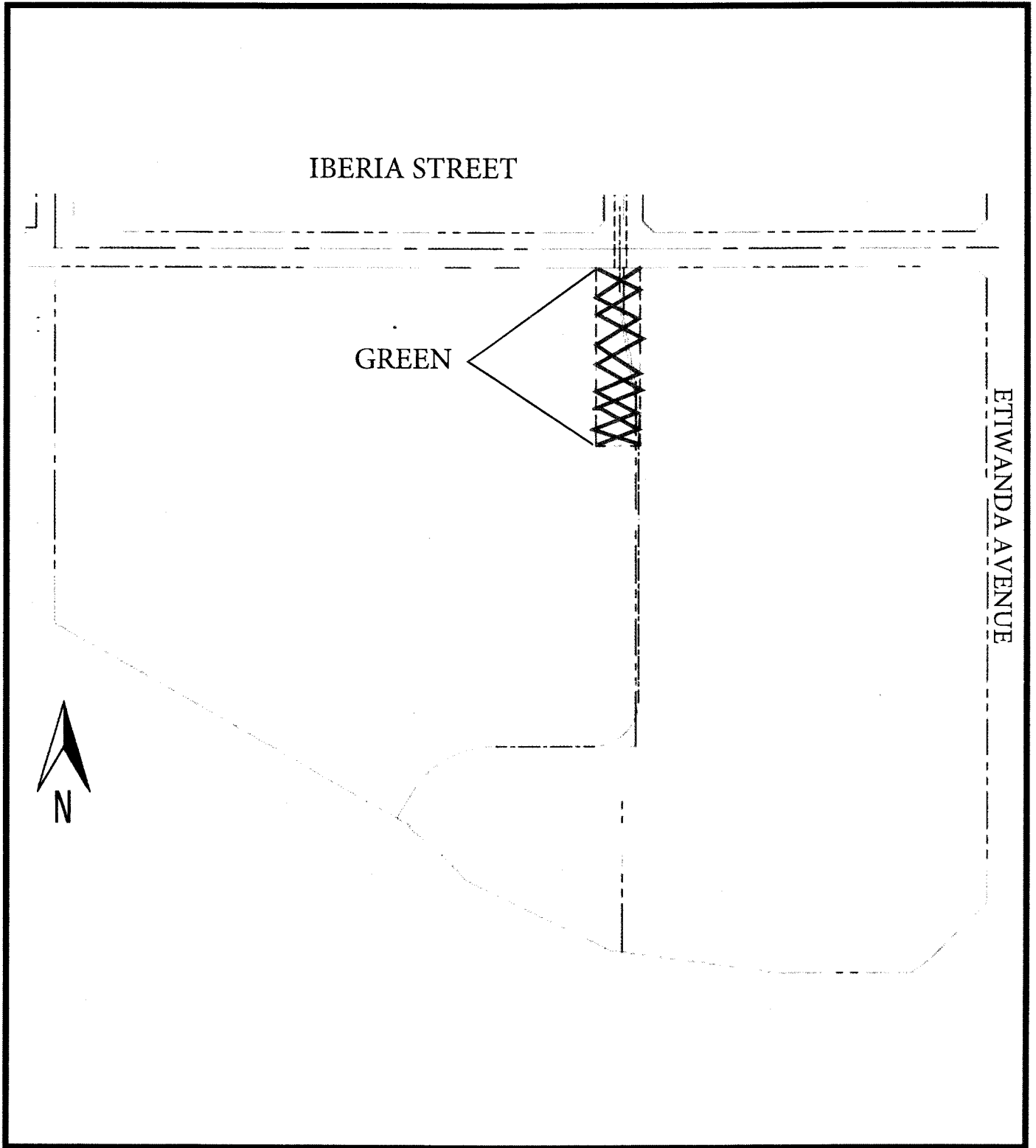
Project No. 1-0-00254

Master Application No. 14126

(Space Center Inc.)

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Day Creek MDP – Inland Avenue Storm Drain, Stage 4

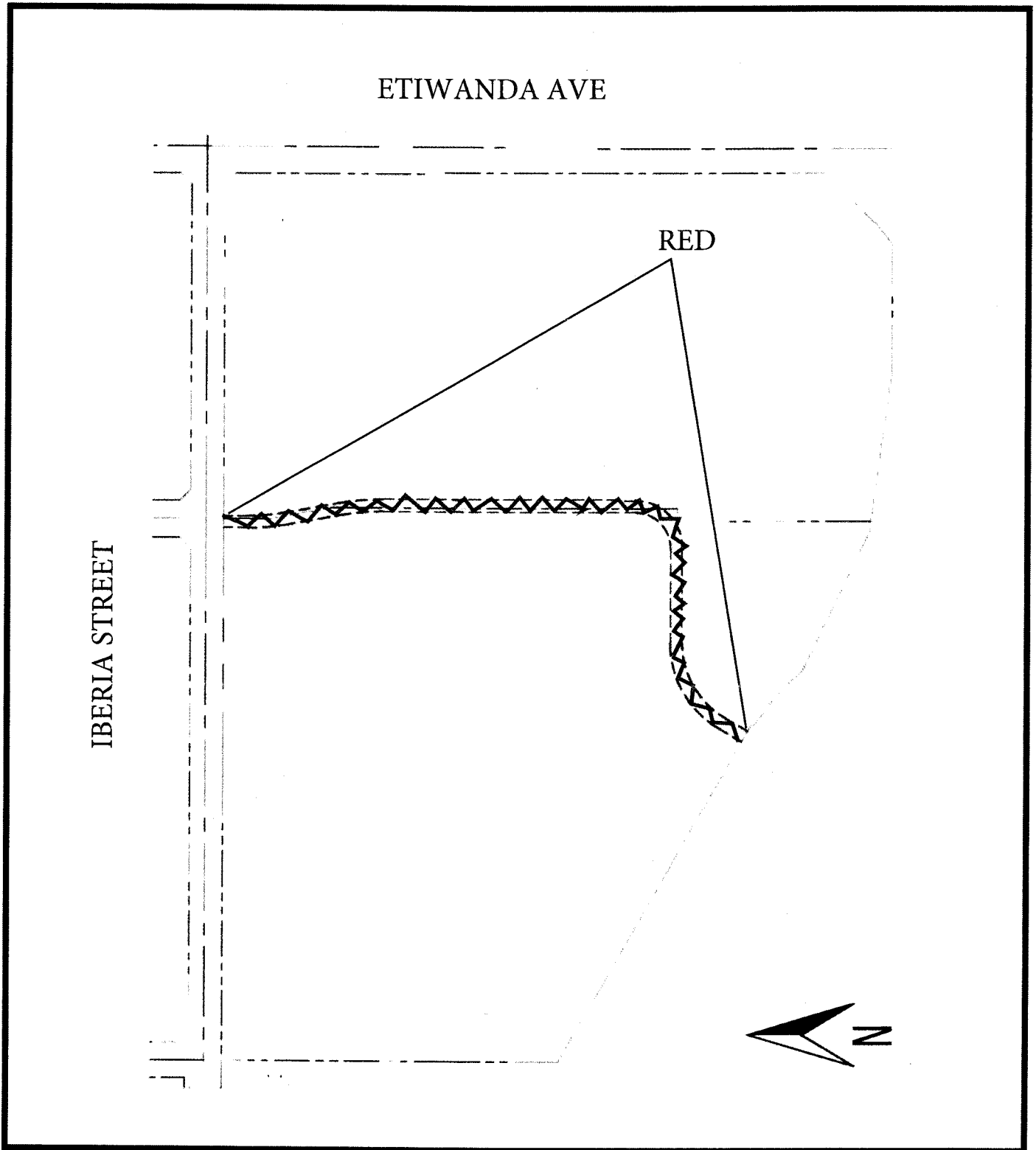
Project No. 1-0-00254

Master Application No. 14126

(Space Center Inc.)

Page 1 of 1

Exhibit D



COOPERATIVE AGREEMENT

Day Creek MDP – Inland Avenue Storm Drain, Stage 4

Project No. 1-0-00254

Master Application No. 14126

(Space Center Inc.)

Page 1 of 1

NOTICE OF DETERMINATION

**To: Riverside County Clerk
2724 Gateway Drive
Riverside, CA 92507**

**Responsible Agency: Riverside County Flood Control
and Water Conservation District
1995 Market Street
Riverside, CA 92501
Contact: Drew Marshall, 951.955.4643**

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

6/24/19
Date

VP
Initial

**Lead Agency: City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
951.332.6464**

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

State Clearinghouse Number: 2015051053

Project Title: City of Jurupa Valley and Space Center Mira Loma, Inc.'s Day Creek MDP – Inland Avenue Storm Drain, Stage 4 Cooperative Agreement


Project Location: Day Creek MDP – Inland Avenue Storm Drain, Stage 4 is located in the city of Jurupa Valley, northwest of the intersection of Etiwanda Avenue and Highway 60. It lies in Township 2 South, Range 6 West, Section 5 of the Guasti USGS 7.5 Series Topographic Quadrangle map. The Latitude/Longitude of the site is 34° 1' 8.44" N, 117° 31' 39.66" W.

Project Description: The project is a Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District), the City of Jurupa Valley (City), and Space Center Mira Loma, Inc. (Developer). The Agreement defines agency responsibilities for ownership and maintenance of the mainline storm drain system, slope protection barriers, signage, and fencing being constructed by the Developer. After construction, the District will take over ownership and maintenance responsibilities for specific facilities defined in the Agreement including the mainline storm drain system, slope protection barriers, signage, and fencing.

CEQA Determination: This is to advise that the District, acting as a Responsible Agency by entering into an Agreement for Day Creek MDP – Inland Avenue Storm Drain, Stage 4 has considered the Environmental Impact Report (EIR) certified by the City on November 22, 2017 and has made the following determinations regarding the Agreement:

1. Accepting the flood control facilities as described in the Agreement for future maintenance is within the scope of the City's EIR, and all environmental effects of Day Creek MDP – Inland Avenue Storm Drain, Stage 4 have been adequately addressed, therefore, no further CEQA review is required.
2. Implementing the Agreement will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for Day Creek MDP – Inland Avenue Storm Drain, Stage 4, and a mitigation monitoring plan/program was adopted by the Lead Agency. However, no mitigation measures are related to the operation and maintenance of the flood control facilities.
4. A Statement of Overriding Considerations was adopted by the City. However, no overriding considerations are applicable to Day Creek MDP – Inland Avenue Storm Drain, Stage 4.
5. Findings were made pursuant to the provisions of CEQA.

Documents Available for Review: This is to certify that the records of this Project's approval are available to the general public at: Riverside County Flood Control and Water Conservation District, 1995 Market Street, Riverside, CA 92501.

Lead Agency Signature: 
JASON E. UHLEY
General Manger-Chief Engineer
Riverside County Flood Control
and Water Conservation District

Date: 6/3/2019

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 5/30/2019 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660
DEPT ID: 947140 PROGRAM: _____

AMOUNT: \$50.00

REF:

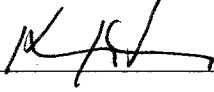
CEQA Notice of Determination for Day Creek MDP cooperative agreement. (137-44101-0-3-90242-00-00-0000-000)

This filing fee should only be \$50.00 for the Notice of Determination because the City of Jurupa Valley has already paid the EIR filing fee. Please see the attached receipt.

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: Karinne Hansen Ext 54330 
PRESENTED BY: Drew Marshall Ext 54643
CONTACT: Drew Marshall Ext 54643 or Joan Valle Ext 58856

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____

CDFW/County Fee

COUNTY CLERK FEE SCHEDULE, continued...

Surety Fees

Power of Attorney for Admitted Surety Insurer, One name.....	\$27.00
Power of Attorney for Admitted Surety Insurer, Each additional name.....	27.00
Financial Statement - Admitted Surety Insurer.....	3.50
Revocation of Power of Attorney.....	27.00

County Clerk's Copy and Certification Fees

Certifying a copy of any filed paper.....	1.75
Photocopy or System Page Copy, First Page.....	1.00
Photocopy or System Page Copy, Each Additional Page.....	0.10
Certificate of Proof of Authority of Surety to Act.....	3.50
Certification of Notary Signature, One Name.....	15.00
Certification of Notary Signature (additional requests, same notary).....	2.25
Certification of Translation.....	10.00
Requests via the Public Records Act, First Page.....	1.00
Requests via the Public Records Act, Each Additional Page.....	0.10

Filing Fees

Administration of Oath for Humane Officer.....	5.00
Fish & Game documentary handling fee.....	50.00
All papers for which a fee is not elsewhere provided.....	2.25
Environmental Impact Report	3,069.75
Negative Declaration	2,210.00
FBN Daily Report	100/month

Other Fees

Bank Returned Item Fee	32.00
------------------------------	-------

NOTE:

No documents will be returned unless a stamped, self-addressed envelope is included.

DISCLAIMER: The information contained herein was valid at the time of publication. The Assessor-County Clerk-Recorder reserves the right to modify, change or make improvements at any time, without notice, and assumes no liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies.

STATE OF CALIFORNIA - THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME
ENVIRONMENTAL FILING FEE CASH RECEIPT

Receipt #: 17-364298

State Clearinghouse # (if applicable): 2015051053

Lead Agency: CITY OF JURUPA VALLEY Date: 11/09/2017

County/Agency of Filing: RIVERSIDE Document No. E-201701443

Project Title: SPACE CENTER INDUSTRIAL PROJECT

Project Applicant Name: LOGISTIXS INC Phone Number: (951) 332-6464

Project Applicant Address: 2501 ROSEGATE, SAINT PAUL, MN 55113

Project Applicant: PRIVATE ENTITY

CHECK APPLICABLE FEES:

- | | |
|---|-----------------------------|
| <input checked="" type="checkbox"/> Environmental Impact Report | <u>\$3,078.25</u> |
| <input type="checkbox"/> Negative Declaration | <u> </u> |
| <input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only) | <u> </u> |
| <input type="checkbox"/> Project Subject to Certified Regulatory Programs | <u> </u> |
| <input checked="" type="checkbox"/> County Administration Fee | <u>\$50.00</u> |
| <input type="checkbox"/> Project that is exempt from fees (DFG No Effect Determination (Form Attached)) | |
| <input type="checkbox"/> Project that is exempt from fees (Notice of Exemption) | |
| Total Received | <u>\$3,128.25</u> |

Signature and title of person receiving payment



Deputy

Notes:

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 Street
Sacramento, CA 95814

From: Public Agency: City of Jurupa Valley

Address: 8930 Limonite Avenue
Jurupa Valley, CA 92509-5183

Contact: Annette Tam, Project Manager
Phone: (951) 332-6464

County Clerk

County of: Riverside
Address: 2724 Gateway Drive
Riverside, CA 92507

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): 2015051053

Project Title: Space Center Industrial Project

Project Location (include county): The project site is located on the southwest corner of Etiwanda Avenue and Iberia Street in the City of Jurupa Valley, County of Riverside, California (APNs: 156-140-042-9, 156-140-043-0, and 156-140-044-1).

Project Description: The applicant proposes to develop 53.1 acres with two (2) warehouse buildings with a combined 1,124,015 square feet. Building one (1) consists of 10,000 square feet of office use and 596,112 square feet of warehouse for a combined total of 606,112 square feet. Building two (2) consists of 10,000 square feet of office use and 507,903 square feet of warehousing for a combined total of 517,903 square feet.

This is to advise that the Jurupa Valley Planning Commission has approved the above described project on

Lead Agency or Responsible Agency

November 8, 2017
(Date)

and has made the following determinations regarding the above described project:

1. The project will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 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.

This is to certify that the Final EIR with comments and responses and record of project approval, is available to the General Public at: City of Jurupa Valley Planning Division, 8930 Limonite Avenue, Jurupa Valley, CA 92509

Signature (Public Agency): *James A. ...*

Title: Space Center Industrial Project

Date: November 9, 2017

FILED / POSTED
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder
E-201701443
11/09/2017 11:05 AM Fee: \$ 3128.25
Page 1 of 1

Removed: _____ By: _____ Deputy
