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



ITEM: 11.4 (ID # 13902) MEETING DATE: Tuesday, April 27, 2021

FROM:

FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Memorandum of Understanding Between the Riverside County Flood Control and Water Conservation District, the March Joint Powers Authority and the March Air Reserve Base, a United States Air Force Reserve Component Installation, Acting by and Through the Commander, 452nd Air Mobility Wing, for Perris Valley Channel Lateral B, Stages 4 and 5, Project Nos. 4-0-00009-04 and 4-0-00009-05, CEQA Exempt, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Find that the Memorandum of Understanding (MOU) is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
- Approve the MOU between the Riverside County Flood Control and Water Conservation District (District), the March Joint Powers Authority (MJPA) and the March Air Reserve Base (MARB), a United States Air Force Reserve Component Installation (USAF), acting by and through the Commander, 452nd Air Mobility Wing, herein collectively referred to as the "Parties";

Continued on Page 2

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez, and Hewitt

Navs:

None

Absent:

None

Date:

April 27, 2021

RAL MGR-CHF FLD CNTRL ENG

XC:

Flood

11.4

Kecia R. Harper

Clerk of the Board

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RECOMMENDED MOTION: That the Board of Supervisors:

- 3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the MOU, including, but not limited to, negotiating, approving and executing any non-substantive modifications to provisions within the MOU by MJPA and MARB, including, but not limited to, changes to maintenance responsibilities, changes to project schedules and MARB's approval requirements, subject to approval by County Counsel:
- 4. Authorize the Chair of the District's Board of Supervisors (Board) to execute the MOU documents on behalf of the District; and
- 5. Direct the Clerk of the Board to return two (2) fully executed original MOU documents to the District.

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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:	de gro	Total Cost:	ு Ongoing Cost
COST	\$0	\$0		\$0	\$0
NET COUNTY COST	\$0	\$0		\$ 0	\$0
SOURCE OF FUNDS: Not Applicable				Budget Adjustment: NO	
	For Fiscal Y	ear: N/A			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of this MOU is to state, in general and nonbinding terms, the anticipated roles of the Parties concerning the design and construction of two regional facilities: Perris Valley Channel Lateral B, Stage 4 ("Stage 4") and Perris Valley Channel Lateral B, Stage 5 ("Stage 5") and to establish a notional timeline for construction and completion of the said facilities.

This MOU sets forth the terms by which the District will endeavor to design and construct Stage 4 as part of a District administered public works construction contract upon completion of CEQA, NEPA, required right of way acquisitions, and receipt of necessary authorizations from USAF. MJPA will contribute \$4,000,000 towards construction of Stage 4 via separate funding agreement with the District. Stage 5 will be entirely designed and constructed by the developer of Parcel Map 37220 (PM 37220), as conditioned by MJPA, as part of a separate and distinct development project apart from Stage 4.

County Counsel has approved the MOU as to legal form.

Environmental Findings

The MOU is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which states "The activity is covered by the Common Sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The MOU merely sets forth the anticipated nonbinding roles of the Parties concerning the design and construction of Stage 4. The MOU does not allow for any construction or development of the system until after (i) the CEQA and NEPA processes are complete, and (ii) the required authorizations from USAF are obtained; therefore, it can be seen with certainty that there is no possibility that the execution of the MOU in question may have a significant effect on the environment.

As described in the MOU, the District will prepare an environmental document that will analyze the actual impacts of constructing, operating and maintaining the Stage 4 facility. Prior to project implementation activities such as right of way acquisition or construction, the appropriate environmental document will be created and processed pursuant to the legal requirements of

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

CEQA and NEPA. For Stage 5, the EIR (SCH 2016081061) has been adopted and the Notice of Determination was filed by MJPA on January 19, 2021. PM 37220 developer is processing remaining authorizations from USAF and MJPA.

Impact on Residents and Businesses

Stage 4 is funded by ad valorem property tax revenue and MJPA contribution, and entails no new fees, taxes or bonded indebtedness to residents and businesses. Stage 5 is a requirement for the development of Parcel Map No. 37220 and is a separate and distinct project from Stage 4. Regardless, upon construction completion, Stage 4 and Stage 5 will (i) collect and convey stormwater runoff from the area; and (ii) provide immediate flood relief for business owners, future developments, and March Air Reserve Base.

SUPPLEMENTAL:

Additional Fiscal Information

PM 37220 will wholly fund all construction and construction inspection costs for Stage 5. The engineer's estimate for the construction of Stage 4 is estimated to be \$12,000,000. MJPA will reimburse the District up to \$4,000,000 toward construction of Stage 4. The District will ensure sufficient funding is secured for the project prior to construction contract award by the Board. Future operation and maintenance costs associated with Stage 4 and Stage 5 will accrue to the District.

ATTACHMENT:

- 1. Vicinity Map
- 2. MOU

RSM:blm P8/235194

Jason Farin, Principal Management Analyst

4/22/2021

Gregory V. Priapios, Director County Counsel

4/15/2021

MEMORANDUM OF UNDERSTANDING BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("DISTRICT")

AND

THE MARCH JOINT POWERS AUTHORITY ("MJPA")

AND

MARCH AIR RESERVE BASE ("MARB")

FOR

PERRIS VALLEY FLOOD CONTROL AND DRAINAGE PROJECT, LATERAL B PROJECT, Stages 4 and 5

This is a Memorandum of Understanding (MOU) between the DISTRICT, the MJPA, and the MARB. When referred to collectively, the DISTRICT, the MJPA, and the MARB are referred to as the "Parties".

- 1. BACKGROUND: The DISTRICT, MJPA, and MARB wish to work collaboratively to expedite the completion of the Perris Valley Flood Control and Drainage Project, Lateral B Project, Stages 4 and 5 ("PROJECT"). The PROJECT is shown in concept in green (Stage 5) and blue (Stage 4) on Exhibit A. The PROJECT will provide necessary flood control and drainage to the area. The area is comprised of former MARB property controlled by the MJPA and MARB property. The Parties mutually recognize that the PROJECT is vital to the completion of the entire Perris Valley Flood Control and Drainage Project, Lateral B Project, which has been planned and constructed by the DISTRICT to accommodate the development changes on MJPA-controlled property and to ensure the future United States Air Force ("USAF") mission at the MARB.
- 2. MARB currently receives stormwater flows originating from the west and north onto MARB. Stormwater flows from the west mainly originate on the west side of Interstate 215 (I-215) (1,600 cubic foot per second (cfs)) and from the north onto MARB (800 cfs). The stormwater flows from the west of I-215 are conveyed through several conduits under I-215, through earthen channels and sheet flow across MJPA property located to the east of I-215 and south of the March Field Air Museum (Exhibit A1). MJPA has leased this property to Hillwood Enterprises L.P. ("HILLWOOD") for development by the Riverside Inland Development, LLC ("DEVELOPER") for the construction of the Veterans Industrial Park 215 Project ("VIP 215 Project"). Currently stormwater flows from this property into an existing earthen channel on MARB perimeter fence, across the MARB perimeter fence, and into an earthen channel on MARB, turning south. The stormwater flows originating from the north flow south in an earthen channel parallel to the MARB runway and meet with the flows from the west in a rubble channel which are conveyed south to the existing Perris Valley Channel Lateral B through an earthen channel on MARB.
- 3. The PROJECT will be designed to convey the 100-year flow rate of 1,600 cfs draining from the west of I-215 via underground rectangular concrete box storm drain to the existing Perris Valley Channel Lateral B, Stage 2 facility at Heacock Street. The PROJECT is to be designed

and constructed in two stages: a) Lateral B Stage 5 to be completed by DEVELOPER and b) Lateral B, Stage 4 to be completed by DISTRICT.

- 4. Lateral B, Stage 5 consists of approximately 6,000 lineal feet of reinforced concrete box underground storm drain. Stage 5 will collect flows from three freeway culverts along with onsite flows from the VIP 215 Project site and convey them to the southeasternmost corner of the VIP 215 Project site (as shown in concept in green on Exhibit A). The Stage 5 project includes a rock lined, interim outfall structure proposed to be constructed by DEVELOPER on MARB property ("INTERIM OUTFALL STRUCTURE"). The maintenance of the INTERIM OUTFALL STRUCTURE will be determined by the final Air Force real property instrument used to execute its construction.
- 5. Lateral B, Stage 4 consists of approximately 6,000 lineal feet of reinforced concrete box underground storm drain. Stage 4 will convey 1,600 cfs from Stage 5 along with minor local drainage and connect to the existing Perris Valley Lateral B facility near the intersection of Oleander Avenue and Heacock Street (as shown in concept in blue on Exhibit A). The Stage 4 contract will include removal of the INTERIM OUTFALL STRUCTURE.
- 6. PURPOSE: The purpose of this MOU is to state, in general terms, the anticipated roles of the Parties concerning the construction of the PROJECT and to establish a notional timeline for construction and completion of the PROJECT. The Parties understand that this MOU is not a contract and does not confer any contractual rights, either express or implied. This MOU does not bind any party to a specific action.

7. UNDERSTANDINGS OF THE PARTIES:

7.1. The Parties-

- 7.1.1 Understand the PROJECT to mean: Perris Valley Flood Control and Drainage Project, Lateral B Project, Stages 4 and 5;
- 7.1.2. Understand that the DISTRICT intends to fund the construction of the Lateral B, Stage 4 and that the DISTRICT intends to fund the operation and maintenance of the PROJECT;
- 7.1.3. Understand that the DISTRICT and MJPA propose to be the sole parties responsible for contracting and funding of all costs associated with the construction of the Lateral B, Stage 4, to include all costs associated with compliance with the National Environmental Policy Act ("NEPA"), and the preparation of any real property instruments. The Parties understand that the MJPA will coordinate the construction of the Lateral B, Stage 5 with HILLWOOD. The estimated construction cost for the Lateral B, Stage 4 is Twelve Million Dollars (\$12,000,000.00). MJPA is willing to contribute Four Million Dollars (\$4,000,000.00) to the construction of the Lateral B, Stage 4, of which Two Million Five Hundred Thousand Dollars (\$2,500,000.00) is anticipated to be provided by HILLWOOD in connection with the VIP 215 Project. The DISTRICT is willing to fund the remainder of the estimated design and construction costs for the

- Lateral B, Stage 4; however, if the actual cost of construction exceeds the estimated construction costs, the DISTRICT is willing to pay the excess amounts contingent upon the availability of DISTRICT funds and budgetary approval;
- 7.1.4. Understand that construction of the Lateral B, Stage 5 (Exhibit C), will be funded by HILLWOOD as agreed in the "Cooperative Agreement: Perris Valley Channel Lateral B, Stage 5; Perris Valley Van Buren Blvd I 215 Lateral 1, Stage 1; Perris Valley Van Buren Blvd I 215 Lateral 3, Stage 1; Perris Valley Van Buren Blvd I 215 Lateral 4, Stage 1; Project Nos. 4-0-00009-05, 4-0-00547, 4-0-00548, 4-0-00549, Parcel Map No. 37220" between the DISTRICT, MJPA and Riverside Inland Development, LLC (Hillwood Enterprises L.P.);
- 7.1.5. Will endeavor to design and construct Lateral B, Stages 4 and 5 pursuant to the timelines in Exhibit D. The Parties understand that the timelines in Exhibit D are an estimate as of the date of the signing of this MOU and may change.

7.2. The DISTRICT—

- 7.2.1. Proposes to construct approximately 6,000 lineal feet of reinforced concrete box underground storm drain (Lateral B, Stage 4) from the downstream terminus of the proposed Lateral B, Stage 5, which is currently under design by the DEVELOPER, to the DISTRICT's existing Perris Valley Channel Lateral B, Stage 2 facility;
- 7.2.2. Intends to construct Lateral B, Stage 4 and subsequently operate and maintain the PROJECT to include the portion on MARB, consistent with any decisions by the USAF in regard to NEPA compliance, required real estate instruments, and USAF review and approval of all plans and specifications;
- 7.2.3. Understand that the DISTRICT will coordinate with the USAF on NEPA compliance for the PROJECT, to include stages of the Lateral B, Stage 4 located inside and outside the MARB perimeter fence, and the DISTRICT will fund all costs associated with NEPA compliance. The DISTRICT must abide by the decisions made in the NEPA decision document signed by the appropriate USAF authority;
- 7.2.4. Is willing to assume the lead role for the Lateral B, Stage 4, including providing the administrative, technical, managerial, and support services necessary to design and construct the Lateral B, Stage 4 and including acting as lead agency for purposes of the California Environmental Quality Act;
- 7.2.5. Will engage in good faith with MARB to secure any and all permits, surveys, approvals, easements, requirements, and/or access requirements necessary to engage in construction on MARB for the Lateral B, Stage 4;
- 7.2.6. Recognizes that to engage in construction on the MARB, there are federal laws, and Department of Defense rules, guidelines, and regulations that MARB must comply with, and that MARB may have to seek approval from higher headquarters or authorities to permit any work on MARB; that these include, but are not limited to:

compliance with NEPA, the approval and issuance of any required real estate instruments, and acceptance of any gifts to the USAF;

- 7.2.7. Recognizes that approval of any element of the PROJECT, to include construction, issuance of real property instruments, and gift acceptance from MARB higher headquarters or authorities is not guaranteed;
- 7.2.8. Understands that compliance with all local, State, and federal laws, and all rules, guidelines, and regulations of the Department of Defense concerning safety and workmanship of the Lateral B, Stage 4 would be required;
- 7.2.9. Understands, that if granted access to the MARB, will follow all federal laws and the rules, guidelines, and regulations of the Department of Defense, and will not impede or degrade the USAF mission of the MARB;
- 7.2.10. Proposes to construct Stage 4 pursuant to one of the two alternatives shown in concept on Exhibit B. The precise, final form and alignment of the Lateral B, Stage 4 project will be determined at a future date in consultation with MARB.

7.3. The MJPA-

- 7.3.1. Is willing to contribute Four Million Dollars (\$4,000,000.00) to the construction of the Lateral B, Stage 4, of which Two Million Five Hundred Thousand Dollars (\$2,500,000.00) is anticipated to be provided by HILLWOOD in connection with the VIP 215 Project;
- 7.3.2. Is willing to coordinate with the DEVELOPER on the design, construction and maintenance of the Lateral B, Stage 5 in coordination with the DISTRICT.

7.4. The MARB-

- 7.4.1. Recognizes the benefit of the PROJECT to the local community and to the operations of the USAF at the MARB, and desires the PROJECT to commence as soon as possible;
- 7.4.2. Will not financially contribute to the PROJECT or any other subsequent financial impacts caused to the MARB by the PROJECT;
- 7.4.3. Will endeavor in good faith, to secure all necessary authorization, to include the review and signature of NEPA decision documents, from the chain of command and/or higher headquarters or authorities, to permit the DISTRICT, and MJPA access to the MARB for the construction of the Lateral B, Stage 4;
- 7.4.4. Will endeavor in good faith, to secure all necessary authorization from the chain of command and/or higher headquarters or authorities, to obtain necessary approvals for the construction and operation of the PROJECT on the MARB;

7.4.5. Will comply with all federal laws, and all rules, guidelines, and regulations of the Department of Defense required to facilitate the completion of the PROJECT on the MARB.

8. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

9. GENERAL PROVISIONS:

9.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.

9.1.1. For the MARB—

9.1.1.1. Name, position, office identification, phone number and email of primary POC:

Colonel Rodney McCraine 452 MSG/CC 951-655-3700 rodney.mccraine.3@us.af.mil

9.1.1.2. Name, position, office identification, phone number and email of alternate POC:

Major David Shaw 452 CES/CC 951-655-4851 david.shaw.5@us.af.mil

9.1.2. For the DISTRICT—

9.1.2.1. Name, position, office identification, phone number and email of primary POC:

Design III Section Attn: Michael Venable, Associate Civil Engineer 951-955-1248 mlvenabl@rivco.org 9.1.2.2. Name, position, office identification, phone number and email of alternate POC:

Design and Construction Division Attn: Claudio Padres, Chief of Design and Construction Division 951-955-8170 cmpadres@rivco.org

9.1.3. For the MJPA—

9.1.3.1. Name, position, office identification, phone number and email of primary POC:

Danielle Kelly, DPA Executive Director 951-656-7000 kelly@marchipa.com

9.1.3.2. Name, position, office identification, phone number and email of alternate POC:

Stuart McKibbin Contract MJPA Engineer 951-656-7000 stuart@trilakeconsultants.com

9.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, as follows:

9.2.1. If to the MARB, to—

UNITED STATES AIR FORCE 452d Air Mobility Wing 1261 Graeber Street, Bldg 2313 March Air Reserve Base, CA, 92518 Attn: 452 MSG/CC

9.2.2. And, if to the DISTRICT, to—

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

9.2.3. And, if to the MJPA, to—

MARCH JOINT POWERS AUTHORITY 14205 Meridian Parkway, Suite 140 Riverside, CA 92518 Attn: Danielle Kelly, DPA, Executive Director

- 9.3. FUNDS AND MANPOWER: This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.
- 9.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed by the Parties annually around the anniversary of its effective date in its entirety.
- 9.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable federal law and the rules, guidelines, and regulations of the Department of Defense, and be resolved by consultation between the Parties.
- 9.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing by any of the Parties with 180 days written notice to all Parties.
- 9.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.
- 9.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.
- 9.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.
- 9.10. EXPIRATION DATE: This MOU expires upon the completion of construction of the PROJECT (defined as written notice to the MARB that the PROJECT is successfully operational) or 10 years, whichever is earlier.
- 9.11. NO THIRD PARTY BENEFICIARIES: Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

10. LIST OF ATTACHMENTS:

- 10.1. Exhibit "A" Perris Valley Channel Lateral B
- 10.2 Exhibit "A1" Van Buren Boulevard and I-215 Offsite Drainage Basins
- 10.3 Exhibit "B" Perris Valley Channel Stage 4 Alternatives
- 10.4 Exhibit "C" Lateral B, Stage 5 Plan
- 10.5 Exhibit "D" Preliminary Schedule for Lateral B, Stages 4 and 5

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By

JASON E. UHLEY

General Manager-Chief Engineer

By

KAREN SPIEGEL, Chair

Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS County Counsel

AARON GETTIS

Deputy County Counsel

ATTEST:

KECIA HARPER Clerk of the Board

R

Denuty

(SEAL)

[SIGNED IN COUNTERPART]

For the MJPA—

Danielle M. Kelly, DPA

Executive Director

March Joint Powers Authority

For the MARB—

MELISSA A. COBURN, Brig Gen, USAF

Commander, 452d Air Mobility Wing March Air Reserve Base, California

5-18-2021 (Date)

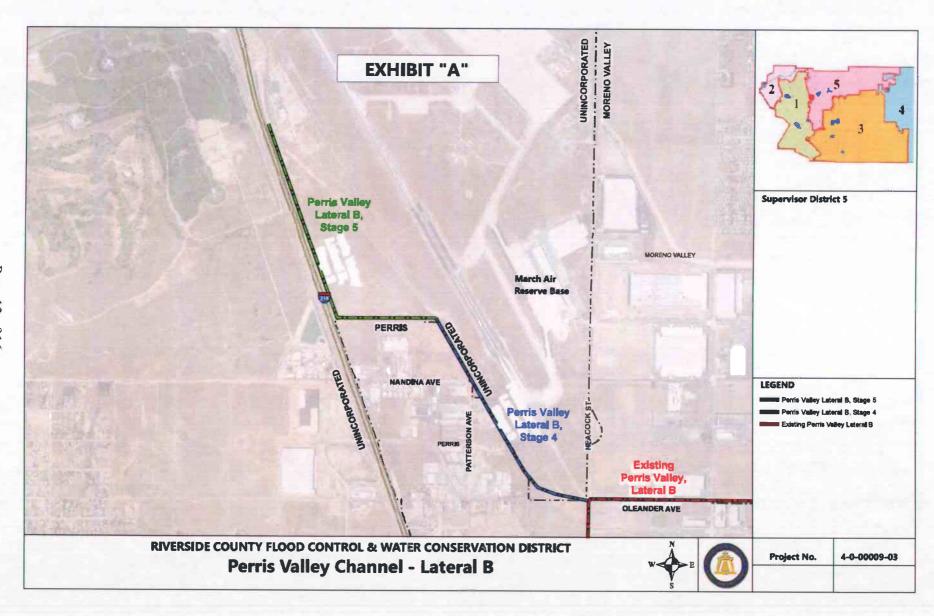
Review Due Date:	4/13/2021
Review Completed by:	Jedwin Ownery DISTRICT
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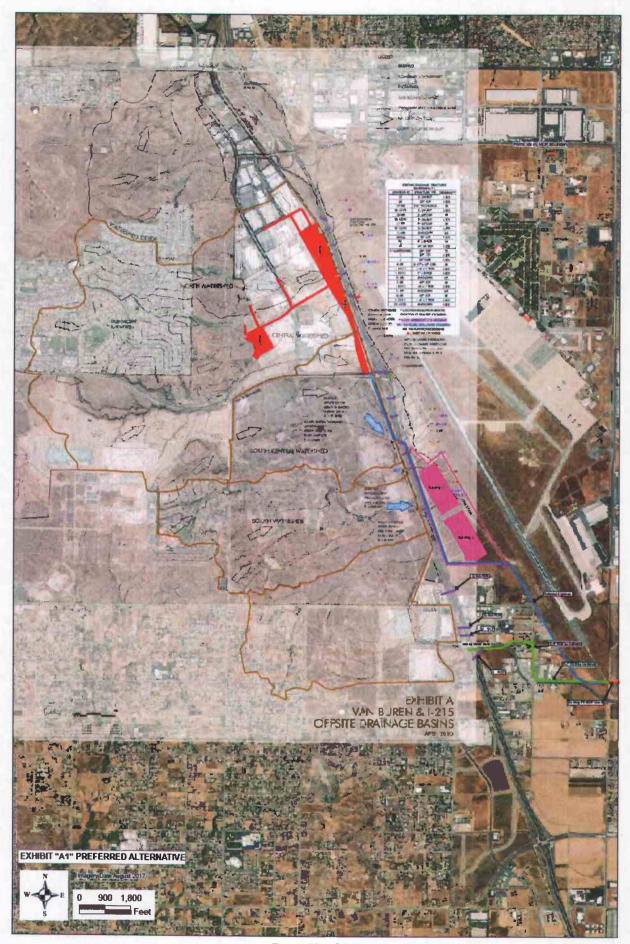
MARB

Review Due Date:	4/13/2021
Review Completed by:	Edwa Quinorez DISTRICT
	APPROVED AS TO FORM:

Melisia A Cosu MARB

MJPA, General Counsel





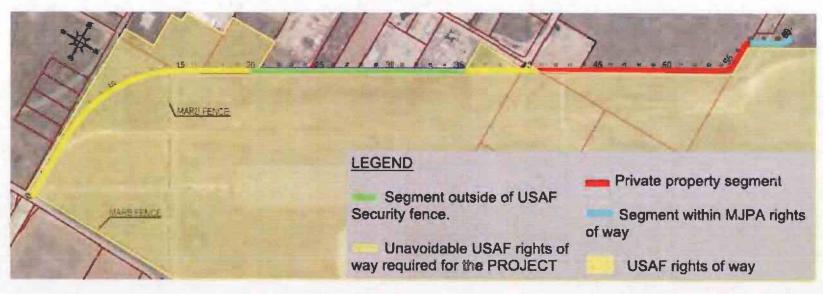
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EXHIBIT "B"

Alternative 1



Alternative 2



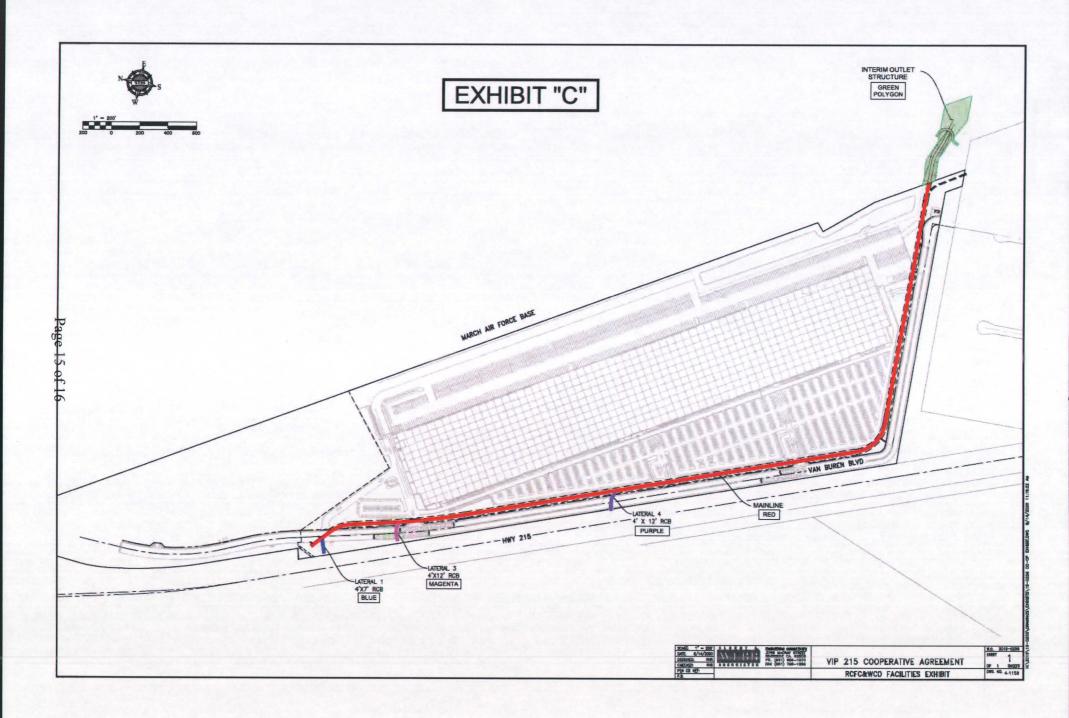


EXHIBIT D

Preliminary Schedule and Sequencing for future actions: Perris Valley MDP Lateral B Stage 4 (MOU with MARB-MJPA-RCFC) and Perris Valley MDP Lateral B Stage 5 (Developer Agreement)

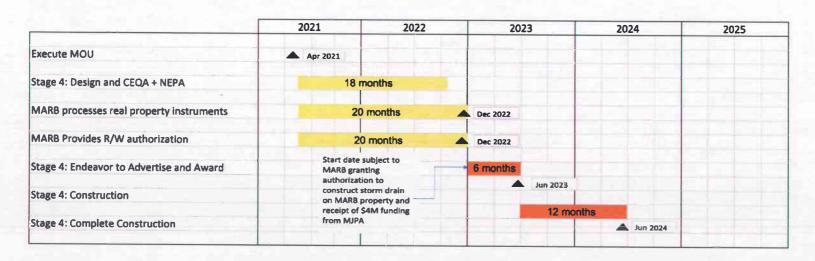
Perris Valley Channel Lateral B Stage 5 (Developer Agreement)

(Stage 5 Construction Cost estimate: \$12 million, Source of funds 100% Hillwood)

	2021	2022	2023	2024	2025
Execute Development Agreement	Apr 2021				
Construction Civil Plans to MJPA	Apr 2021				
Approval of Mass Grading	3 months				
Stage 5: Begin Construction	▲ Aug 2021				
Stage 5: Construction	3 months				
Stage 5: Complete Construction	Nov 2021				
Pay \$2.5 M for Stage 4 Storm Drain		August	29, 2022		

Perris Valley Channel Lateral B Stage 4 (MOU)

(Stage 4 Construction Cost estimate: \$12 million, Source of funds: \$8 million Flood Control, \$4M MJPA inc. \$2.5M from Hillwood)



SCHEDULE PREPARATION DATE: 3.30.2021