

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



ITEM: 11.1
(ID # 18045)

MEETING DATE:

Tuesday, March 08, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, March Joint Powers Authority and March Inland Port Airport Authority for Perris Valley Channel – Lateral B, Stage 4, Project No. 4-0-00009-04, CEQA Exempt, District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), March Joint Powers Authority (MJPA) and March Inland Port Airport Authority (MIPAA);
3. Authorize the Chair of the Board of Supervisors for the District to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take necessary steps to implement the Cooperative Agreement, including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel; and
5. Direct the Clerk of the Board to return five (5) executed Cooperative Agreements to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/24/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: March 8, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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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: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which the District will construct, operate, and maintain Perris Valley Channel – Lateral B, Stage 4 (Project) to provide necessary flood control and drainage protection to the March Air Reserve Base, a United States Air Force Reserve Component area.

Pursuant to the Memorandum of Understand (MOU) effective May 18, 2021, MJPA will provide financial contribution toward the Project. This Agreement serves as the legal instrument for the District to receive financial contribution from MJPA as outlined in the MOU.

The estimated construction cost for the Project is \$12,000,000. MJPA shall pay the District in an amount not-to-exceed \$4,000,000 toward the construction of the Project. The District shall provide the remaining financial contribution toward the construction of the Project.

Furthermore, the Agreement is necessary to formalize the transfer of necessary rights of way for the District's operation and maintenance of the referenced facilities. Upon completion of the drainage facility's construction, the District will assume ownership and responsibility for the operation and maintenance of the Project. MJPA will assume ownership, operation, and maintenance of the Project's associated inlets, catch basins, connector pipes, and laterals that are 36 inches or less in diameter located within MJPA's controlled property.

County Counsel has approved the Agreement as to legal form, and MJPA has executed the Agreement.

Environmental Findings

The Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides "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 Agreement merely sets forth the terms and conditions by which the District and MJPA will work together to allocate responsibility for performing environmental

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review and designing potential facilities set forth in the Agreement, and, if a proposal for the facilities is later completed and approved by the District and MJPA, specifying the allocation of responsibility for ownership, construction, operation, and maintenance of the potential facilities as described in the Agreement.

Approval of the Agreement would not authorize any development, construction, maintenance, operation, or any other activity that would have the potential to result in any significant effect on the environment. The Agreement does not commit either the District or MJPA to any approval of any portion of the potential facilities or commitment to any decision that commits the District or MJPA to any definite course of action as to the facilities. In addition, the Agreement does not foreclose any alternatives to the facilities, including a "no project" alternative, or foreclose any mitigation measures that may be necessary to reduce any impacts that could potentially result from the construction, operation, or maintenance of the facilities. As described in the Agreement, the District will prepare an environmental document that will analyze the actual impacts of constructing, operating, and maintaining the Project. 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 CEQA and NEPA (National Environmental Policy Act). Accordingly, because it can be seen with certainty that there is no possibility that the execution of the Agreement in question may have a significant effect on the environment, Section 15061(b)(3) applies.

Impact on Residents and Businesses

The District's financial contribution toward the Project is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, the flood control facility will provide flood protection to adjacent property owners, businesses, and future developments.

Additional Fiscal Information

The estimated costs for the construction of the Project is \$12,000,000. The District and MJPA will both contribute funding toward the Project, and MJPA will provide final contribution to the District in the amount of \$4,000,000 toward the construction costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AK:blm

P8/241727

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



Jason Farin, Principal Management Analyst

3/1/2022



Gregory V. Priamos, Director County Counsel

2/24/2022

COOPERATIVE REIMBURSEMENT AGREEMENT

Perris Valley Channel – Lateral B, Stage 4
Project No. 4-0-00009-04

This Cooperative Reimbursement Agreement ("Agreement"), dated as of March 8, 2022, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJPA"), March Inland Port Airport Authority, a California public agency formed and governed by MJPA ("MIPAA"). DISTRICT, MIPAA and, MJPA are individually referred to herein as "Party" and collectively referred to herein as "Parties". MIPAA and MJPA are referred to herein from time to time as the "JPA Parties."

RECITALS

A. DISTRICT, MJPA and March Air Reserve Base, a United States Air Force Reserve Component installation ("MARB"), acting by and through the Commander, 452nd Air Mobility Wing, entered into a Memorandum of Understanding ("MOU") effective May 18, 2021 to identify the roles and responsibilities among DISTRICT, MJPA and MARB associated with certain stormwater management facilities; and

B. Pursuant to the MOU, DISTRICT and MJPA wish to work collaboratively to expedite the completion of the downstream portion of certain stormwater management facilities identified in the MOU in order to provide necessary flood control and drainage to the area; and

C. These portions of certain flood control facilities as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof, generally consisting of the following segment:

Perris Valley Channel – Lateral B, Stage 4, hereinafter called "DISTRICT DRAINAGE FACILITY", and as shown on DISTRICT's Drawing No. 4-

1170, consists of approximately 6,000 lineal feet of underground reinforced concrete box from the downstream terminus of the proposed Perris Valley Lateral B, Stage 5 project (which is currently under design by VIP-215 development) to DISTRICT's existing Perris Valley Channel - Lateral B, Stage 2 facility as shown on DISTRICT's Drawing No. 4-0791; and

D. In addition to the construction of DISTRICT DRAINAGE FACILITY, certain catch basins, inlets, connector pipes and laterals that are thirty-six inches (36") or less in diameter may need to be constructed to adequately collect and convey local flows from within JPA Parties jurisdiction or rights of way ("MJPA APPURTENANCES"); and

E. Together, DISTRICT DRAINAGE FACILITY and MJPA APPURTENANCES are hereinafter called "PROJECT"; and

F. Pursuant to the MOU, DISTRICT is willing to assume the lead role for the PROJECT, and therefore will provide the administrative, technical, managerial and support services necessary to design and construct PROJECT. DISTRICT commenced the preparation of plans and specifications for PROJECT ("IMPROVEMENT PLANS"), upon the execution of the MOU. However, no improvements or construction of PROJECT shall occur until all appropriate regulations, including compliance with the California Environmental Quality Act (CEQA), have been fulfilled; and

G. Pursuant to the MOU, MJPA wishes to provide a financial contribution towards the PROJECT's construction costs, hereinafter called "MJPA CONTRIBUTION", as set forth herein. MJPA is willing to contribute a not to exceed total sum of Four Million Dollars (\$4,000,000) for construction of PROJECT; and

H. PROJECT construction costs are estimated to be Twelve Million Dollars (\$12,000,000) ("TOTAL CONSTRUCTION COST"), however if the lowest responsible bid

exceeds the estimated construction costs, DISTRICT is willing to pay the excess amounts, contingent upon the availability of DISTRICT funds and budgetary approval; and

I. DISTRICT and JPA Parties acknowledge it is in the best interest of the public and USAF to proceed with the construction of PROJECT at the earliest possible date; and

J. The purpose of this Agreement is to memorialize the mutual understandings between DISTRICT and JPA Parties and to serve as a legal instrument with respect to funding, design, construction, inspection, ownership and operation and maintenance for the portion of PROJECT within JPA Parties controlled property.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT prior to commencing construction or acquisition of any right of way. This Agreement does not commit DISTRICT to a definite course of action regarding PROJECT that may lead to an adverse effect on the environment or limit any choice of alternatives or mitigation measures prior to full CEQA compliance.

2. Pursuant to the National Environmental Policy Act (NEPA), act as Responsible Agency.

3. Prepare or cause to be prepared plans and specifications for PROJECT ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and MJPA standards.

4. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to MJPA for its review and approval, as DISTRICT deems appropriate.

5. Prior to commencing construction, obtain all necessary rights of way, rights of entry and temporary construction easements from the JPA Parties, MARB, and any other affected entities as may be necessary to construct, inspect, operate and maintain PROJECT.

6. Prior to commencing construction, secure and comply with, all necessary permits, approvals, licenses or agreements required by any federal, state or local resource or regulatory agencies pertaining to the construction of PROJECT and operation and maintenance of DISTRICT DRAINAGE FACILITY.

7. Prior to commencing construction, record, or cause to be recorded, easement(s) or grant deed(s), if any, granted by the JPA Parties pursuant to Sections II.4.

8. Upon approval and signature of IMPROVEMENT PLANS by DISTRICT and JPA Parties and DISTRICT receiving MJPA CONTRIBUTION, advertise, award and administer a public works construction contract for PROJECT.

9. Allocate the Parties' funding contribution to PROJECT, as follows:

- i. Prior to advertising the PROJECT for construction, issue an invoice to MJPA in an amount which shall not exceed Four Million Dollars (\$4,000,000) for the payment of MJPA CONTRIBUTION; and
- ii. After receiving MJPA CONTRIBUTION, advertise and award construction contract and pay the remainder of TOTAL CONSTRUCTION COST; and

iii. If applicable, pay any amounts exceeding TOTAL CONSTRUCTION COST, contingent upon the availability of DISTRICT funds and budgetary approval.

10. Within thirty (30) calendar days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Agency ("RCA") the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of three percent (3%) of the lowest responsible bid price or three percent (3%) of the lowest responsible bid price, less the value of the applicable project specific mitigation.

11. Provide the JPA Parties, within a reasonable timeframe, with written notice that DISTRICT has awarded a construction contract for PROJECT.

12. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, JPA Parties, MARB and any other affected entities. DISTRICT shall notify JPA Parties at least twenty (20) calendar days prior to conducting the pre-construction meeting.

13. At the time of providing written notice for the pre-construction meeting as set forth in Section I.12., furnish JPA Parties, with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

14. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with DISTRICT and JPA Parties approved IMPROVEMENT PLANS, standards and specifications.

15. Inspect or cause to be inspected, construction of PROJECT.

16. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and JPA Parties employees on the site.

17. Require its construction contractor(s) to include JPA Parties as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include JPA Parties as a third-party beneficiary of any and all warranties of the contractor's work with regard to MJPA APPURTENANCES.

18. Within two (2) weeks of completing PROJECT construction, provide JPA Parties with written notice that PROJECT construction is substantially complete and request the following: (i) JPA Parties conduct a final inspection of MJPA APPURTENANCES, and (ii) JPA Parties subsequently assume ownership and responsibility for operation and maintenance of MJPA APPURTENANCES.

19. Upon DISTRICT's acceptance of PROJECT construction as complete, provide JPA Parties with a copy of DISTRICT's Notice of Completion.

20. Upon JPA Parties acceptance of MJPA APPURTENANCES for ownership, operation and maintenance, provide JPA Parties with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS.

21. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.

22. Ensure that all work performed pursuant to this Agreement by DISTRICT, 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. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

JPA Parties shall:

1. MJPA shall act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA and NEPA.
2. At its own cost, review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction bids, in accordance with Section I.4.
3. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect PROJECT within JPA Parties controlled property, rights of way, easements, if any.
4. Ensure DISTRICT (Attention: Plan Check Section) is provided, at the time of providing IMPROVEMENT PLANS as set forth in Section I.4., and prior to soliciting of bids for the construction of PROJECT pursuant to Section I.8., with duly executed easement(s) to the public for flood control and drainage purposes, including ingress and egress, or grant deed(s) of fee title where appropriate, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY, in accordance with Section I.5. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).
5. At the time of recordation of the conveyance document(s) as set forth in Section I.7, furnish DISTRICT (Attention: Real Estate Services Section) 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 fee 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), except those which, in the sole discretion of DISTRICT, are deemed acceptable.

6. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT.

7. Order the relocation of all utilities installed by permit or franchise within JPA Parties rights of way, if any, which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.

8. Order the relocation of all JPA Parties owned utilities, if any, within JPA Parties rights of way which conflict with the construction of PROJECT and which must be relocated at JPA Parties expense.

9. Pay DISTRICT within thirty (30) calendar days after receipt of DISTRICT's invoice for MJPA CONTRIBUTION as set forth in Section I.9 (i), subject to and provided that MJPA CONTRIBUTION shall not exceed the total amount of Four Million Dollars (\$4,000,000).

10. Inspect MJPA APPURTENANCES construction for quality control purposes at its sole cost, in accordance with Section I.18 (i), but provide any comments to DISTRICT personnel, who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.

11. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, as set forth in Section I.18 (i), conduct a final inspection of MJPA APPURTENANCES.

12. Accept ownership and sole responsibility for the operation and maintenance of MJPA APPURTENANCES upon: (i) receipt of DISTRICT's Notice of Completion as set forth

in Section I.19; and (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.20.

13. Upon JPA Parties receipt of the Notice of Completion for the PROJECT, as set forth in Section I.19, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within MJPA rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT 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 III

It is further mutually agreed by the Parties:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and JPA Parties and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. DISTRICT shall indemnify, defend, save and hold harmless JPA Parties (including each of its respective officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) 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) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

3. JPA Parties shall indemnify, defend and hold harmless the Riverside County Flood Control and Water Conservation District, County of Riverside, their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions or services of JPA Parties, each of its respective officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury, or death or any other element of any kind or nature arising from the performance of JPA Parties, each of their respective officers, employees, subcontractors, agents or representatives ("Indemnitors") from this Agreement. JPA Parties shall defend, at its sole expense, all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions.

4. With respect to any action or claim subject to indemnification herein by JPA Parties or DISTRICT as to the indemnified Party(ies), the indemnifying Party shall, at their sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the indemnified Party(ies); provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnification obligation as set forth herein.

5. JPA Parties or DISTRICT's obligation hereunder, as the case may be, shall be satisfied when the indemnifying Party has provided to the indemnified Party(ies) the appropriate form of dismissal relieving the indemnified Party(ies) from any liability for the action or claim involved.

6. The specified insurance limits required in this Agreement shall in no way limit or circumscribe the indemnification obligations herein from third party claims.

7. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the indemnifying Party from indemnifying the indemnified Party(ies) to the fullest extent allowed by law.

8. Any waiver by DISTRICT or by JPA Parties of any breach by the other Party 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 JPA Parties to require from the other Party 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 JPA Parties from enforcement hereof.

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

10. 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: Design III Section

MARCH JOINT POWERS AUTHORITY
14205 Meridian Parkway, Suite 140
Riverside, CA 92518
Attn: Stuart McKibbin and Michelle Cook
Copy to: Executive Director

MARCH INLAND PORT AIRPORT AUTHORITY
14205 Meridian Parkway, Suite 140
Riverside, CA 92518

Attn: Executive Director

11. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. 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.

13. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

14. 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.

15. DISTRICT and JPA Parties each pledge to cooperate in regard to the operation and maintenance of their respective PROJECT components as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facility.

16. The obligation(s) of DISTRICT are limited by and contingent upon (i) the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT, as set forth herein, and (ii) in DISTRICT's sole discretion, JPA Parties and MARB fulfilling the roles and responsibilities established by the MOU or this Agreement. In the event that such funds are

not forthcoming for any reason, DISTRICT shall immediately notify JPA Parties in writing. Agreement shall be deemed immediately terminated and have no further force and effect upon either: (i) DISTRICT's notification of JPA Parties that funds are not forthcoming, as set forth herein, or (ii) in DISTRICT's sole discretion, DISTRICT determines JPA Parties or MARB are not fulfilling their roles and responsibilities described in the MOU or Agreement.

17. No Party shall assign this Agreement without the written consent of all the other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect. In the event MIPAA or MJPA makes a determination to dissolve itself as an entity or to sell the property underlying the PROJECT to a third-party, MIPAA or MJPA, however the case may be, shall notify DISTRICT of any such change in writing no later than (30) calendar days from the date of determination. In the event, MIPAA or MJPA decides to transfer their rights and duties under this Agreement, MIPAA and MJPA hereby expressly understand and agree that each of their obligations and duties in this Agreement shall remain in full force and effect until DISTRICT, JPA Parties, and, if applicable, any new third-party responsible entity fully execute an assignment and assumption agreement in a form reasonably agreeable to the Parties that transfers all of MIPAA or MJPA's (however the case may be) rights, duties or obligations hereunder.

18. 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 and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

19. 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.

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


March 8, 2022

(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, Chair
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 
AARON GETTIS
Deputy County Counsel

By 
Deputy

(SEAL)



Cooperative Reimbursement Agreement: MJPA
Perris Valley Channel – Lateral B, Stage 4
Project No. 4-0-00009
12/13/21
RSM:blm

MARCH JOINT POWERS AUTHORITY

By 


GRACE I. MARTIN, DPPD
Executive Director

APPROVED AS TO FORM:

ATTEST:

By 

Thomas A. Rice
BEST, BEST & KRIEGER LLP
March JPA General Counsel

By 

CINDY CAMARGO
Acting Clerk
March Joint Powers Commission

(SEAL)




Cooperative Reimbursement Agreement: MIPA
Perris Valley Channel – Lateral B, Stage 4
Project No. 4-0-00009
12/13/21
RSM:blm


MARCH INLAND PORT AIRPORT AUTHORITY

By 
GRACE J. MARTIN, DPPD
Executive Director

APPROVED AS TO FORM:

ATTEST:

By 
THOMAS A. RICE
BEST, BEST & KRIEGER LLP
MIPAA General Counsel

By 
CINDY CAMARGO
Acting Clerk
March Joint Powers Commission

(SEAL)



Cooperative Reimbursement Agreement: MJPA
Perris Valley Channel – Lateral B, Stage 4
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RSM:blm

EXHIBIT "B"



COOPERATIVE AGREEMENT

Perris Valley Channel – Lateral B, Stage 4
Project No. 4-0-00009-04