

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



ITEM: 11.3  
(ID # 23273)

**MEETING DATE:**

Tuesday, October 31, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Interim Outlet Structure Maintenance Agreement Between the Riverside County Flood Control and Water Conservation District, the March Inland Port Airport Authority and the March Joint Powers Commission for Perris Valley Channel Lateral B, Stage 5 (Parcel Map No. 37220), Project No. 4-0-00009, Nothing Further is Required Under CEQA, District 1. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find nothing further is required because all potentially significant environmental effects have been adequately analyzed in the Environmental Impact Report ("EIR") (SCH # 2016081061) for Parcel Map No. 37220 and have been avoided or mitigated pursuant to the EIR, adopted on January 19, 2021 by the Lead Agency, March Joint Powers Commission;

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 10/18/2023

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez  
Nays: None  
Absent: Perez  
Date: October 31, 2023  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Approve the Interim Outlet Structure Maintenance Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District"), the March Inland Port Airport Authority ("MIPAA") and the March Joint Powers Commission ("MJPC");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer to terminate the Agreement, if necessary, in accordance with the terms and conditions of the Agreement; and
5. Direct the Clerk of the Board to return two (2) fully executed Agreements to the District.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Not Applicable			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Agreement sets forth the terms and conditions by which the District will provide operation and maintenance service for the Interim Outlet Structure constructed by Riverside Inland Development, LLC on March Air Reserve Base as part of its development. On June 15, 2023, the District accepted the development's associated flood control facilities upstream of Interim Outlet Structure. MJPC desires the District to assume the responsibilities and obligations for the operation and maintenance of the Interim Outlet Structure because it lacks the ability or expertise to provide such service.

The Agreement is necessary for MIPAA and MJPC to grant the District, through easement provided by the United States Air Force, the necessary rights to access, operate and maintain the Interim Outlet Structure. Upon execution of this Agreement, the District will assume responsibility for the operation and maintenance of the Interim Outlet Structure located in MIPAA's and MJPC's rights of way. This Agreement will expire on July 25, 2032, or when the District has constructed and executed a Notice of Completion for Perris Valley Channel Lateral B, Stage 4 (storm drain segment downstream), whichever occurs first.

County Counsel has approved the Agreement as to legal form, and MIPAA and MJPC have executed the Agreement.

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

**Environmental Findings**

The District has considered the EIR prepared in conjunction with Parcel Map No. 37220 and, in its limited capacity as a Responsible Agency, finds that the operation and maintenance of the said facility to be maintained by the District are adequately addressed by the EIR. The District's operation and maintenance of the Interim Outlet Structure will not have a significant impact on the environment. The project would also be deemed to be exempt pursuant to the CEQA Guidelines Section 15061(b)(3), as in no way would this agreement alone lead to any potential environmental impacts. Therefore, no further analysis is required under the California Environmental Quality Act.

**Impact on Residents and Businesses**

The Interim Outlet Structure and flood control facility upstream was funded and constructed by Developer. The principal beneficiaries are the future tenants. Ancillary benefits will accrue to the public who will utilize the parcel's roadways.

**Additional Fiscal Information**

Future operation and maintenance costs associated with the Interim Outlet Structure and facility upstream will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Agreement

AMR:blm  
P8/253233

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 10/24/2023

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 10/18/2023

**INTERIM OUTLET STRUCTURE  
MAINTENANCE AGREEMENT**

This Interim Outlet Structure Maintenance Agreement ("Agreement") is entered into this October 31, 2023 ("Effective Date") by and among the March Joint Powers Authority, a public agency and a joint powers authority governed by the March Joint Powers Commission ("Authority"), the March Inland Port Airport Authority, a public agency ("MIPAA"), and Riverside County Flood Control and Water Conservation District ("District"). Authority, MIPAA and District are sometimes referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

A. On September 16, 2015, Authority and Hillwood Enterprises, L.P., a Texas limited partnership ("Hillwood"), entered into a Memorandum of Understanding, which outlines the terms and conditions for development of 142 acres of undeveloped land to the west of the runway at March Inland Port ("MOU"). On December 28, 2015, Hillwood assigned its rights and interests in MOU to Riverside Inland Development, LLC, a California limited liability company ("Developer").

B. On June 8, 2021, Authority, Developer and District entered into a Cooperative Agreement ("Cooperative Agreement"), which outlines Developer's obligations to construct certain flood control facilities for Developer's planned development, including the construction of an Interim Outlet Structure ("Flood Control Facilities").

C. Cooperative Agreement provides that Developer is responsible for among other things: (1) compliance with the conditions of approval for its grading permit and certificate of occupancy, (2) the construction of an Interim Outlet Structure and maintenance of the Interim Outlet Structure until the ultimate downstream facility, Perris Valley Channel Lateral B, Stage 4, is completed and accepted by District and (3) obtaining easements for the construction of an Interim Outlet Structure.

D. Authority entered into an Easement Agreement [Instrument No. United States Air Force ("USAF") USAF-AFRC-PDPG-22-2-0101], effective July 25, 2022, with USAF ("Easement Agreement") to construct, operate, maintain and repair an interim stormwater structure.

E. Authority and MIPAA entered into cooperative agreement with Developer, dated July 25, 2022, for allowance of the construction of Interim Outlet Structure. That agreement terminated when District accepted Perris Valley Channel Lateral B, Stage 5; therefore, maintenance responsibility under Easement Agreement defaulted back to Authority.

F. Authority desires District to assume the responsibilities and obligations for the operation and maintenance of the Interim Outlet Structure because it lacks the ability or expertise to operate and maintain the Interim Outlet Structure.

G. District is willing to operate and maintain the Interim Outlet Structure within the

Authority's held rights of way because it has the expertise and staff in the maintenance of similar properties and desires to ensure the operation and maintenance of the facility.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The Parties each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. True and Correct Copy. A copy of the Easement Agreement has been provided to District which describes the terms and conditions by which the Authority was granted an exclusive easement to operate, maintain and repair an interim stormwater outfall structure that is required in connection with the development of Parcel Map No. 37220 located within March Air Reserve Base (MARB) held rights of way.

3. Responsibility for the Operation and Maintenance of Interim Outlet Structure. District agrees to operate and maintain the Interim Outlet Structure on behalf of the Authority until downstream segment, Perris Valley Channel Lateral B, Stage 4 is constructed.

4. Use of Easement and Property. District is permitted to enter onto Authority property and the easement granted by USAF to the Authority under the Easement Agreement to construct, operate, maintain and repair an interim stormwater outfall structure on behalf of the Authority.

5. Indemnification. Except as to the sole negligence or willful misconduct of the other Parties, each Party shall indemnify and hold harmless the other Parties and their respective directors, officers, governing bodies, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to their performance of this Agreement, or any act or omission of performed in connection with this Agreement. Subject to the foregoing, each Party 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), the Indemnitees in any claim, proceeding or action for which indemnification is required.

6. Term. The term of this Agreement (the "Term") shall commence on the date that this Agreement is fully executed by the Parties (the "Effective Date"), and shall expire on July 25, 2032 or when District has executed Notice of Completion for Perris Valley Channel Lateral B, Stage 4, if sooner.

7. Jurisdiction, Venue and Choice of Law. This Agreement shall be governed by California law. The venue shall be in the County of Riverside, California.

8. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, Authority and District agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from Agreement and the remainder of Agreement may be enforced in its entirety.

9. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

10. Construction. This Agreement is a result of negotiations and the advice and assistance of counsel. Ambiguities shall not be construed against a Party on the basis that the Party drafted or prepared the contract in final form.

11. Integration. This Agreement is intended by the Parties to be fully integrated and a complete and exclusive statement of the terms and conditions on their understanding and supersedes all prior and contemporaneous agreements and understandings, oral and written.

12. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

//  
//

[SIGNATURES ON FOLLOWING PAGE]

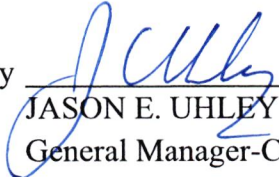
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

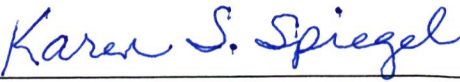
10/31/23

(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

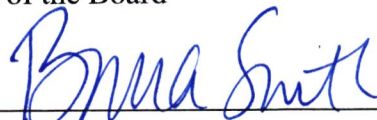
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
AARON GETTIS  
Chief Deputy County Counsel

By   
Deputy

(SEAL)

Interim Outlet Structure Maintenance Agreement  
10/03/28  
AMR:blm

OCT 31 2023 11.3

**MARCH JOINT POWERS AUTHORITY/  
MARCH INLAND PORT AIRPORT  
AUTHORITY**

APPROVED:

By   
DR. GRACE MARTIN  
Executive Director

APPROVED AS TO FORM:

By   
BEST BEST & KRIEGER LLP  
General Counsel

ATTEST:

By   
CINDY CAMARGO  
Executive Director