

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



ITEM: 11.3
(ID # 24023)

MEETING DATE:

Tuesday, February 06, 2024

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the March Joint Powers Authority and Riverside Inland Development, LLC for 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 and Perris Valley – Van Buren Blvd I 215 Lateral 4, Stage 1, Parcel Map No. 37220, Project Nos. 4-0-00009, 4-0-00547, 4-0-00548 and 4-0-00549, Nothing Further is Required Under CEQA, District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment to Cooperative Agreement and acceptance of the flood control facilities will not have a significant effect on the environment pursuant to the provisions of the California Environmental Quality Act ("CEQA"), and 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 Authority;

Continued on Page 2

ACTION:Policy

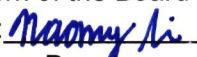
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

1/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: February 6, 2024
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 First Amendment to Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the March Joint Powers Authority ("MJPA") and Riverside Inland Development, LLC ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment to Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the First Amendment to Cooperative Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel; and
5. Direct the Clerk of the Board to return four (4) executed First Amendment to Cooperative Agreements to the District.

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: The 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

On June 8, 2021 [Agenda Item No. 11.2], the District's Board of Supervisors approved the Cooperative Agreement between the District, MJPA and Developer, which set forth the terms and conditions by which certain flood control facilities required as a condition for approval for Parcel Map No. 37220 are to be constructed by Developer and inspected and maintained by the District, MJPA and Developer.

Subsequent to the construction completion of the flood control facilities described in the June 8, 2021 Cooperative Agreement, the District formally accepted the facilities on June 15, 2023. The District thereafter assumed responsibility for the operation and maintenance of the Interim Outlet Structure located within March Air Reserve Base on behalf of the March Joint Powers Authority, as approved by this Board on October 31, 2023 [Agenda item No. 11.3]. This First Amendment to Cooperative Agreement ("Agreement") is necessary to assign maintenance responsibility of the Interim Outlet Structure to the District.

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

Environmental Findings

Pursuant to Section 15096 of the CEQA Guidelines, the District, making responsible agency findings, has considered the EIR prepared in conjunction with Parcel Map No. 37220. The District, in its limited capacity as a Responsible Agency, finds that the inspection and future acceptance, operation and maintenance of the facilities to be maintained by the District as described in the Agreement are adequately addressed by the EIR. The District's inspection and future acceptance, operation, and maintenance of the proposed facilities will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA. Moreover, the action for the Board is merely an amendment of the already existing Agreement.

Impact on Residents and Businesses

As noted above, construction of these improvements is a requirement for the development of Parcel Map No. 37220. 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 of the District maintained storm drain facilities will accrue to the District.

Prev. Agn. Ref.: MT 13905, 11.2 of 06/08/21
 MT 23273, 11.3 of 10/31/23

ATTACHMENTS

1. Vicinity Map
2. First Amendment to Cooperative Agreement

AGR:blm
P8/254469


Jason Farin, Principal Management Analyst 1/30/2024


Aaron Gettis, Deputy County Counsel 1/25/2024

FIRST AMENDMENT to
COOPERATIVE AGREEMENT

Perris Valley Channel – Lateral B, Stage 5 (formerly known as Lateral B, Stage 2 (Segment 3))
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 No. 4-0-00009-05, 4-0-00547, 4-0-00548 and 4-0-00549
Parcel Map No. 37220

This First Amendment to Cooperative Agreement ("Amendment"), dated as of February 6, 2024, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"); the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJPA"); and Riverside Inland Development, LLC, a California limited liability company ("DEVELOPER") (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DISTRICT, MJPA and DEVELOPER have previously entered into that certain Cooperative Agreement dated June 8, 2021 (DISTRICT's Board Agenda Item No. 11.2) and recorded as Document No. 2021-0446510 in the Official Records of the County of Riverside and is hereinafter called ("AGREEMENT"), setting forth the Parties' respective rights and obligations concerning DEVELOPER's proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Parcel Map No. 37220, (hereinafter known as "PROJECT") located within an unincorporated area in Western Riverside County, County of Riverside , State of California; and

B. Subsequent to the execution of said AGREEMENT, the Parties hereto have mutually agreed to include the addition of certain DISTRICT operation and maintenance responsibilities of PROJECT as described in AGREEMENT; and

C. The Parties now desire to amend AGREEMENT to define the associated responsibilities of PROJECT as described in AGREEMENT, as well as replace Exhibit "B" with Exhibit "B-1" in AGREEMENT is attached hereto and made a part hereof; and

D. Section IV.17 of AGREEMENT specifies that AGREEMENT may be changed or modified subject to the written consent of the Parties thereto; and

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree to amend AGREEMENT as follows, effective upon approval of this Amendment by DISTRICT's Board of Supervisors:

1. AGREEMENT is hereby amended as follows:

i. Exhibit "B" to AGREEMENT is hereby deleted in its entirety and replaced by the attached Exhibit "B-1" and made a part hereof.

ii. The following is added as RECITAL D.v. of AGREEMENT:

"A rock lined open channel, maintenance and access road, hereinafter called "INTERIM OUTLET STRUCTURE" as shown in concept in green polygon on Exhibit "B-1"; and"

iii. RECITAL D.v. of AGREEMENT is re-lettered as D.vi and the last sentence is amended to read:

"Together MAINLINE, LATERAL 1, LATERAL 3, LATERAL 4, INTERIM OUTLET STRUCTURE, and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and"

iv. RECITAL E of AGREEMENT is amended to read:

"INTERIM OUTLET STRUCTURE shall be located within the property of and the March Air Reserve Base, and United States Air Force Reserve Component installation, hereinafter referred to as "USAF", acting by and

through the Commander, 452nd Air Mobility Wing. DISTRICT shall maintain or cause to be maintained INTERIM OUTLET STRUCTURE which shall be secured and abandoned when constructing of the ultimate downstream facility, Perris Valley Channel – Lateral B, Stage 4 ("ULTIMATE DOWNSTREAM FACILITY") is completed by DISTRICT pursuant to a Separate Instrument between MJPA, USAF and DISTRICT ("SEPARATE INSTRUMENT"); and"

- v. RECITAL G of AGREEMENT is amended to read: Together, DISTRICT FACILITIES, and APPURTENANCES are hereinafter called "PROJECT"; and
 - vi. Section I.22 of AGREEMENT is deleted in its entirety.
 - vii. The following is added as Section IV.1 of AGREEMENT:
"DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement."
 - viii. Sections IV.I to IV.22 of AGREEMENT are re-numbered as IV.2 to IV.23 of AGREEMENT.
- 2. Except to the extent specifically deleted, added to or amended herein, all of the terms, covenants and conditions of said AGREEMENT executed on June 8, 2021, shall remain in full force and effect between the Parties hereto.
 - 3. This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on


February 6, 2024

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By 
JASON E. UHLEY
General Manager-Chief Engineer

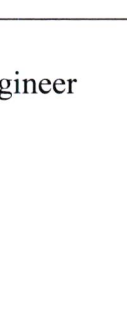
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to 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 No. 4-0-00009-05, 4-0-00547, 4-0-00548 and 4-0-00549
Parcel Map No. 37220
12/04/23
AGR:blm

MARCH JOINT POWERS AUTHORITY

APPROVED:

By



DR. GRACE I. MARTIN, DPPD
Chief Executive Officer

APPROVED AS TO FORM:

By



BEST BEST & KRIEGER LLP
General Counsel

ATTEST:

By



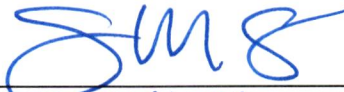
CINDY CAMARGO
Executive Assistant/Clerk

(SEAL)



Amendment No. 1 to Cooperative Agreement
Perris Valley Channel - Lateral B, Stage 5
Perris Valley - Van Buren Blvd -1 215 - Lateral 1, Stage 1
Perris Valley - Van Buren Blvd -1 215 - Lateral 3, Stage 1
Perris Valley - Van Buren Blvd -1 215 - Lateral 4, Stage 1
Project No. 4-0-00009-05, 4-0-00547, 4-0-00548, and 4-0-00549
Parcel Map No. 37220
10/04/2023
AGR:rlp

RIVERSIDE INLAND DEVELOPMENT, LLC,
a California limited liability company

By: 
Name: Scott Morse
Title: Executive Vice President

(ATTACH NOTARY ACKNOWLEDGEMENT)

First Amendment to 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
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Parcel Map No. 37220
12/04/2023
AGR:rlp

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange

On December 14, 2023 before me, Christine L. Buckle, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Scott Morse
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature CBuckle
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

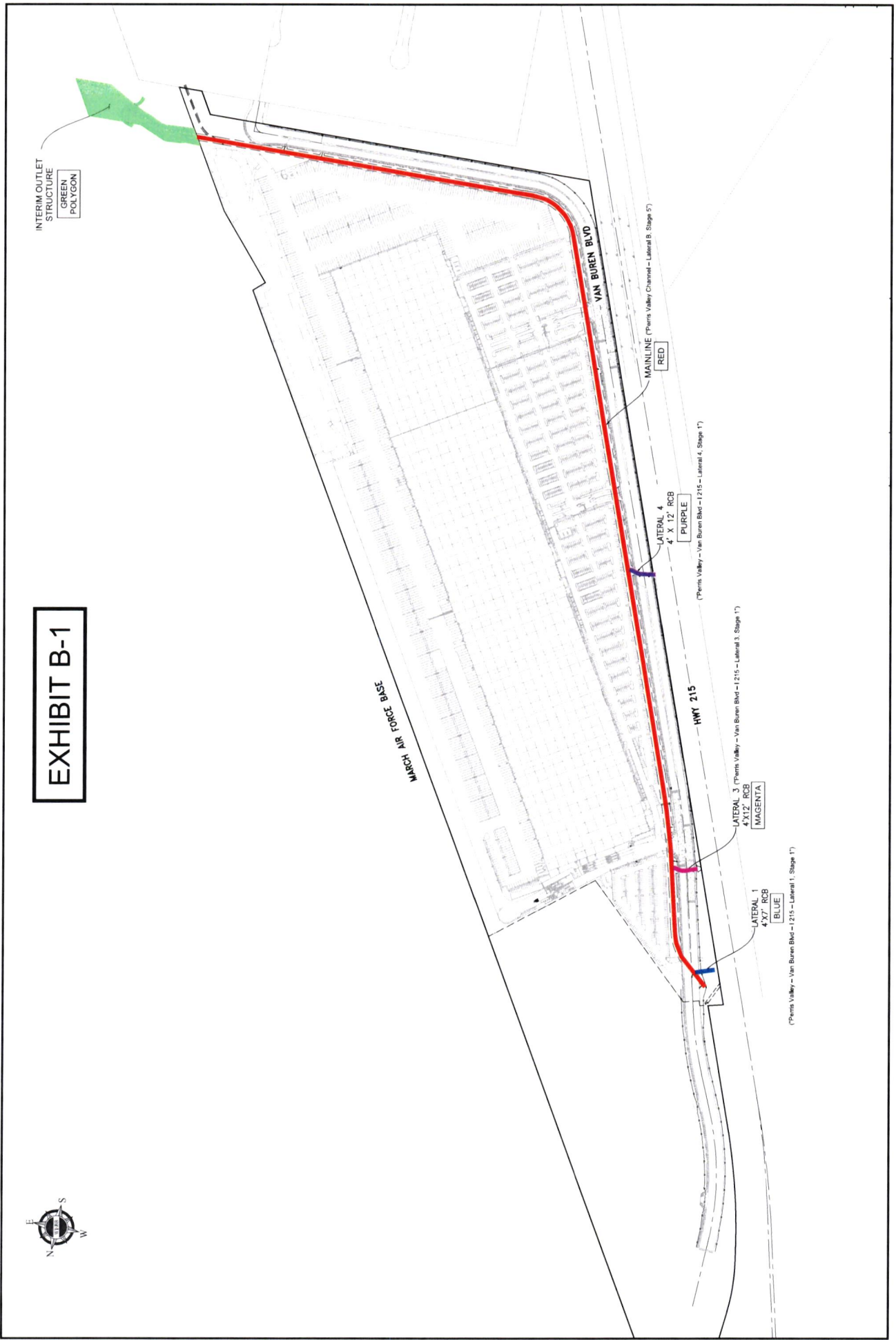
Capacity(ies) Claimed by Signer(s)

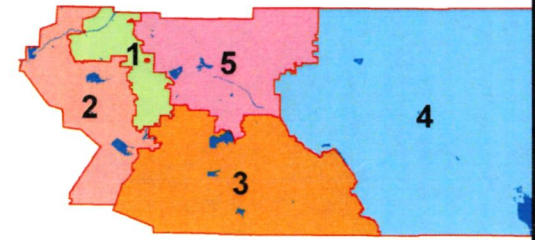
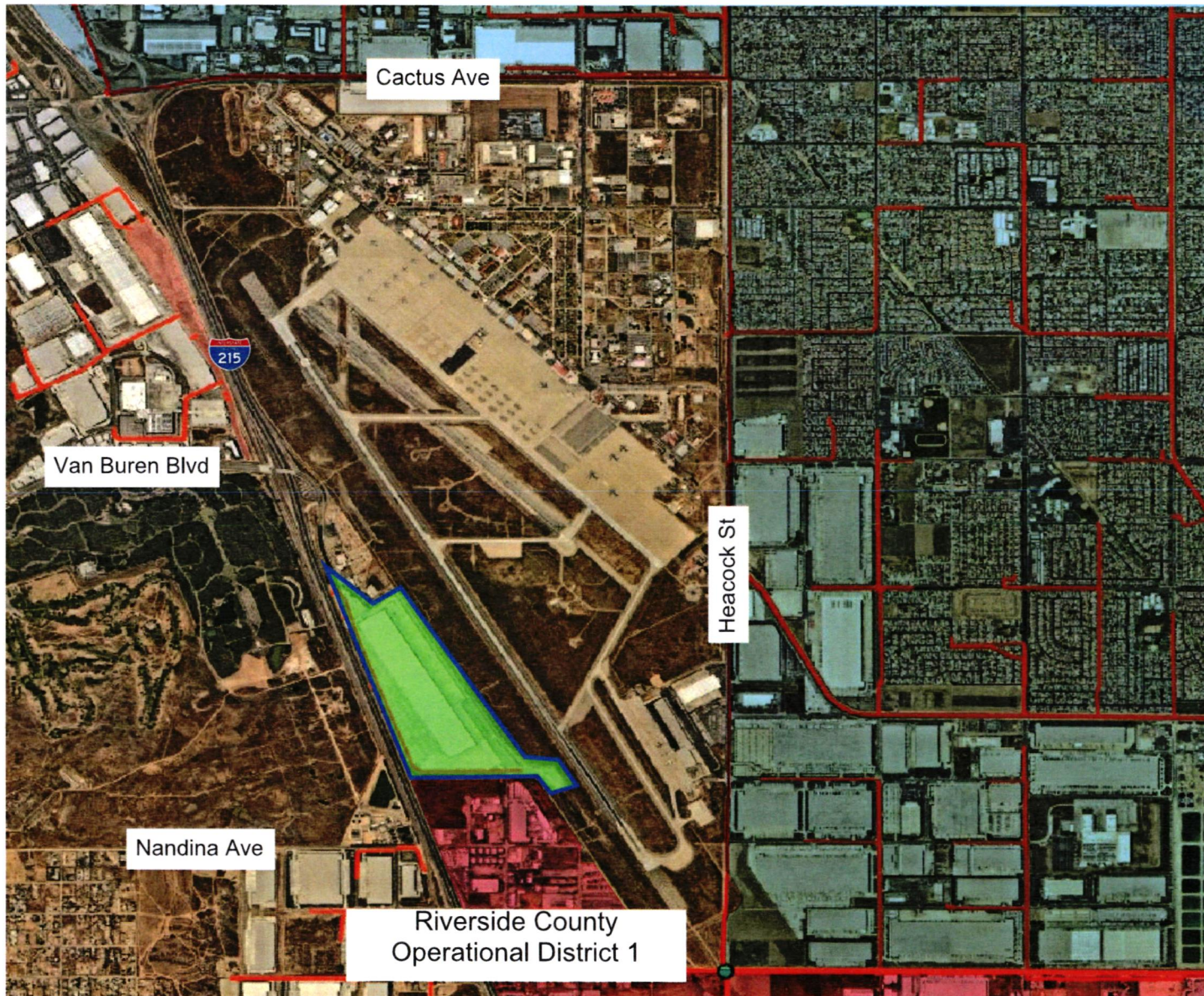
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____








EXHIBIT B-1

INTERIM OUTLET
STRUCTURE
GREEN
POLYGON





Legend

-  Project Vicinity
-  Existing Facilities
-  Operational District
-  City of Moreno Valley
-  City of Perris

Description

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 No. 4-0-00009-05, 4-0-00547,
 4-0-00548, and 4-0-00549
 Parcel Map No. 37220



VICINITY MAP

