

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



ITEM: 14.1

(ID # 27122)

MEETING DATE:

Tuesday, March 18, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Funding Agreement Between the Riverside County Flood Control and Water Conservation District, the March Joint Powers Authority and the County of Riverside, on Behalf of its Transportation Department, for Sunnymead – Cactus Avenue Channel, Stage 1 (Miscellaneous No. 186), Project No. 4-0-00013, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), Districts 1 and 5. [\$0] (Companion Item to MT Item No. 27142)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that execution of the Cooperative Funding Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the March Joint Powers Authority ("MJPJA") and the County of Riverside, on behalf of its Transportation Department ("County");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;

Continued on page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

2/10/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: March 18, 2025
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:

4. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the Agreement that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District and one (1) executed Agreement to the County.

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: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions for the funding and future construction of the Sunnymead – Cactus Avenue Channel, Stage 1 facility ("Project"). The Project consists of 7,700 lineal feet of underground reinforced concrete box designed to alleviate flooding on Cactus Avenue and to provide necessary flood protection to the properties south of Cactus Avenue between Elsworth Street and Heacock Street.

The Project is a multi-jurisdictional endeavor involving improvements to an existing undersized earthen channel adjacent to and including properties owned by March Air Reserve Base, the United States Department of Agriculture and by the MJP. The District intends to undertake construction of the project in the future as part of its ongoing Capital Improvement Program ("CIP") once full Project funding and right of way are secured through separate agreements with the remaining stakeholders, and the District has finalized the engineering and environmental work for Project. The District has been working with stakeholders along the Project alignment to secure the necessary funding for construction of the Project. This Agreement establishes MJP's cost share and funding commitment toward the Project in the amount of \$6,195,000.

The Agreement is also needed for the MJP to grant the District the necessary rights to access, construct, operate and maintain the flood control facilities within its rights of way. Upon construction completion of the Project, the District will assume ownership, operation and maintenance of the Project, except for MJP appurtenances located within MJP held rights of way to be owned and maintained by the County.

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

County Counsel has approved the Agreement as to legal form, and the MJPAs have executed the Agreement. A companion item appears on the Riverside County Transportation Department's Agenda this same date.

Environmental Findings

The Agreement is exempt from CEQA pursuant to the 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 does not authorize actual construction of the underlying property to any extent whatsoever. The Agreement merely establishes the terms and conditions under which the District will receive funding and assume operation and maintenance responsibilities of the facilities identified in the Agreement if and when they are constructed. Such development, if it occurs at all, is subject to separate CEQA review by the District prior to construction. As such, execution of this Agreement is a separate and distinct project under CEQA from the development of the site, therefore, it can be seen with certainty that there is no possibility that executing this Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution toward the Project in the amount of \$12.4 million is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, this Project will alleviate flooding on Cactus Avenue and provide necessary flood protection to the properties south of Cactus Avenue between Elsworth Street and Heacock Street and surrounding areas. Therefore, executing the Agreement will not have an impact.

Additional Fiscal Information

The engineer's estimate for the Project is estimated to be \$26,204,000; however, the final amount of the construction contract will be determined by competitive bidding through the California Public Works Contract Process. The MJPAs will provide a cost-share contribution amount of \$6,195,000 of the construction costs for the project.

Sufficient funding will be included in the District's Zone 4 5-year Capital Improvement Plan to cover the District's \$12.4 million contribution to the Project. Future operation and maintenance costs associated with the mainline system will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Funding Agreement

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

AMR:EEQ:blj
P8/260731


Douglas Cordonez Jr. 2/19/2025


Aaron Gettis, Chief of Deputy County Counsel 2/11/2025

COOPERATIVE FUNDING AGREEMENT

Sunnymead - Cactus Avenue Channel, Stage 1

Project No. 4-0-00013

Miscellaneous No. 186

This Cooperative Funding Agreement ("Agreement"), dated as of APR 15 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the March Joint Powers Authority, a joint powers authority established under the laws of the State of California ("MJP"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY") which are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT and MJP wish to work collaboratively to expedite the completion of a certain stormwater management facility known as the Sunnymead - Cactus Avenue Channel, Stage 1. The construction of Sunnymead - Cactus Avenue Channel, Stage 1 comprises of approximately 7,700 lineal feet of underground reinforced concrete box designed to alleviate flooding on Cactus Avenue and to provide necessary flood protection to the properties south of Cactus Avenue between Elsworth Street and Heacock Street, including the March Air Reserve Base ("MARB") and property owned by the United States of America Department of Agriculture ("USDA"), as shown in concept on Exhibit "A", attached hereto and incorporated herein; and

B. MJP is the legal owner of record of certain real property, located within the County of Riverside, ("MJP PARCEL"), as shown on Exhibit "A"; and

C. The following channel segments further describe the Sunnymead - Cactus Avenue Channel, Stage 1 improvements and as shown in concept on Exhibit "A":

- i. **"SEGMENT 1"**: Approximately 2,860 lineal feet of underground storm drain from the upstream terminus of existing interim Cactus Channel Lateral, which was constructed as a part of Sunnymead MDP – Line B, Stage 3 (Drawing No. 4-1071), westerly to approximately 435 lineal feet west of the centerline for Riverside Drive. SEGMENT 1 is shown in concept as a dotted green line on Exhibit "A";
- ii. **"SEGMENT 2"**: Approximately 1,575 lineal feet of underground storm drain from SEGMENT 1 westerly to approximately 615 lineal

feet east of the centerline for Frederick Street. SEGMENT 2 is shown in concept as a solid green line on Exhibit "A";

iii. **"SEGMENT 3"**: Approximately 2,320 lineal feet of underground storm drain from SEGMENT 2 westerly to centerline of Veterans Way. SEGMENT 3 is shown in concept as a solid dark blue line on Exhibit "A";

iv. **"SEGMENT 4"**: Approximately 900 lineal feet of underground storm drain from SEGMENT 3 westerly to approximately 130 lineal feet east of the centerline for Elsworth Street. SEGMENT 4 is shown in concept a dashed green line on Exhibit "A"; and

F. Altogether, SEGMENT 1, SEGMENT 2, SEGMENT 3 and SEGMENT 4 are hereinafter collectively called "DISTRICT FACILITIES"; and

G. Associated with the construction of DISTRICT FACILITIES is the construction of certain inlet structures, certain catch basins, connector pipes and any other associated improvements located within MJPA held easements or rights of way, hereinafter called "MJPA APPURTENANCES"; and

H. Together DISTRICT FACILITIES and MJPA APPURTENANCES are hereinafter called "PROJECT"; and

I. MJPA will continue to operate in this role until its planned sunset on July 1, 2025, at which time COUNTY will become successor-in-interest and will be entirely responsible for all future land use reviews and approvals, and assume corresponding responsibilities for projects within area currently managed by MJPA; and

J. DISTRICT will contract for the construction of all four segments of PROJECT provided that (i) funding becomes available and is appropriately budgeted for and approved by DISTRICT's Board of Supervisors, (ii) MJPA complies with all applicable terms and conditions as set forth in this Agreement, and (iii) funding and necessary construction and maintenance easements are secured by Federal stakeholders pursuant to separate Memorandum of Agreement ("FEDERAL MOA"); and

K. PROJECT costs are currently estimated at Twenty-Six Million Two Hundred Four Thousand Dollars (\$26,204,000) ("ESTIMATED COST"), as shown on Exhibit "B", attached hereto and incorporated herein; and

L. MJPA shall provide a cost-share contribution amount of Six Million One Hundred Ninety-Five Thousand Dollars (\$6,195,000), hereinafter called "MJPA

CONTRIBUTION", as set forth herein; and

M. Parties shall endeavor to follow the estimated PROJECT schedule ("Milestone Schedule"), attached hereto and incorporated herein as Exhibit "C", setting forth the order and dates in which the Parties propose to carry out the various parts of work, including estimated start and completion dates.

N. Lewis Management Corp, a Delaware corporation ("LEWIS GROUP") has prepared PROJECT improvement plans and will submit to COUNTY and DISTRICT for their respective review and approval; and

O. DISTRICT is willing to prepare or cause to be prepared the necessary and appropriate California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA") document(s), and the construction and operation and maintenance regulatory permits for PROJECT and submit to COUNTY for review and approval; and

P. Due to mutual interests in PROJECT, United States Air Force ("USAF") and USDA wish to support DISTRICT's efforts to construct PROJECT. Pursuant to a separate FEDERAL MOA and/or instrument:

- i. USAF and USDA will convey the necessary rights of way to DISTRICT for construction, operation and maintenance of PROJECT;
- ii. USAF will provide financial contribution toward PROJECT which are prorated based on property frontage along Cactus Avenue within the project area, as shown in concept on Exhibit "A" and Exhibit "B"; and

Q. Due to mutual interests in PROJECT, LEWIS GROUP wishes to support DISTRICT's efforts to construct PROJECT. Pursuant to a separate agreement:

- iii. LEWIS GROUP will convey the necessary rights of way to DISTRICT for construction, operation and maintenance of PROJECT;
- iv. LEWIS GROUP will provide financial contribution toward PROJECT which are prorated based on property frontage along Cactus Avenue within the project area, as shown in concept on Exhibit "A" and Exhibit "B"; and

R. MJP and COUNTY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve LEWIS GROUP's plans, engineering analysis reports, utility research and right of way documents for PROJECT; and

S. DISTRICT desires COUNTY to accept ownership and responsibility for

the operation and maintenance of MJPA APPURTENANCES; and

T. The Parties acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date.

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 the lead agency and assume responsibility for the preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Review, comment and approve, as appropriate and at its sole cost and expense, the IMPROVEMENT PLANS prepared by LEWIS GROUP.

3. At its sole cost and expense prepare and obtain REGULATORY PERMITS for construction and maintenance of PROJECT.

4. At its sole cost and expense, review, comment and approve, as appropriate, all rights of way documents necessary for the construction and operation and maintenance of PROJECT.

5. Record, or cause to be recorded, the easement(s) or grant deed(s) provided on behalf of all Parties as determined appropriate by DISTRICT for PROJECT.

6. Prior to commencing construction of PROJECT, implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.

7. Relocate, or cause others to relocate, all utilities that conflict with the construction of PROJECT and which are not ordered by one of the other Parties.

8. Prior to advertising PROJECT for construction, invoice:

- a. MJPA for MJPA CONTRIBUTION; and
- b. LEWIS GROUP for LEWIS GROUP CONTRIBUTION; and
- c. USAF for its contribution in accordance with RECITAL P.

9. Advertise PROJECT within sixty (60) days of DISTRICT's receipt of MJPA CONTRIBUTION, USAF contributions pursuant to separate FEDERAL MOU and the LEWIS CONTRIBUTION pursuant to separate agreement.

10. Award and administer a public works construction contract for PROJECT.

11. Provide the Parties with written notice that DISTRICT has awarded a construction contract for PROJECT.

12. Within thirty (30) days of awarding construction contract for PROJECT segment(s) DISTRICT is constructing, pay the Western Riverside County Regional Conservation Authority the costs associated with MSHCP, which is either the lesser of three percent (3%) of the lowest bid price or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

13. Prior to commencing construction, schedule and conduct a pre-construction meeting between DISTRICT, DISTRICT's construction manager, DISTRICT's construction contractor(s), and invite COUNTY and other affected entities. DISTRICT shall endeavor to follow the estimated PROJECT schedule, as shown on Exhibit "C", setting forth the order and dates in which DISTRICT proposes to carry out the various parts of work, including estimated start and completion dates. DISTRICT shall notify COUNTY and other affected entities at least twenty (20) days prior to conducting the pre-construction meeting.

14. 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 COUNTY employees on the site.

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

16. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT, COUNTY and other parties.

17. Inspect, or cause to be inspected, the construction of PROJECT.

18. Keep an accurate accounting of all CONSTRUCTION COSTS associated with PROJECT and provide MJPA, with a final accounting within ninety (90) days after DISTRICT acceptance of PROJECT as being complete. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, change orders, utilities relocated by DISTRICT and other such construction contract documents.

19. Within two (2) weeks of completing construction, provide the Parties with written notice that construction is substantially complete and request that COUNTY conduct a final inspection of MJPA APPURTENANCES.

20. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a copy of DISTRICT's Notice of Completion.

21. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a reproducible copy of "record drawing" plans for PROJECT.

22. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES and the conveyance capacity of two bridges constructed by LEWIS GROUP upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) COUNTY acceptance of MJPA APPURTENANCES for ownership, operation and maintenance.

23. 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

MJPA shall:

1. Prior to advertisement of PROJECT, furnish DISTRICT with all necessary rights of way, rights of entry and temporary construction easements as may be necessary for the design, construction and maintenance of PROJECT.

2. Furnish DISTRICT, when submitting the conveyance document(s), with Preliminary Reports on Title dated not more than thirty (30) days prior to date of submission of all the property described in the conveyance document(s).

3. Grant DISTRICT, by execution of this Agreement, the right to inspect, and construct PROJECT within MJPA owned rights of way, and to operate and maintain DISTRICT FACILITIES and the conveyance capacity of two bridges within MJPA owned rights of way.

4. 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). At the time of recordation of the conveyance document(s), furnish DISTRICT with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement 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.

5. On behalf of DISTRICT, order or caused to be relocated all utilities within MIPA rights of way that are in conflict with PROJECT and which must be relocated at the utility owner's expense.

6. Within thirty (30) days after receipt of DISTRICT's invoice, pay MIPA CONTRIBUTION.

7. At its sole cost and expense, pay for all MIPA's administrative costs associated with PROJECT.

SECTION III

COUNTY Shall:

1. Act as Responsible Agency, taking all necessary and appropriate action to comply with CEQA.

2. Inspect the construction of PROJECT for quality control purposes at its sole cost and expense and 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.

3. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of MIPA APPURTENANCES.

4. Upon completion of PROJECT construction and COUNTY's receipt of DISTRICT's Notice of Completion, accept ownership and responsibility for the operation and maintenance of MIPA APPURTENANCES.

SECTION IV

The Parties agree to indemnify each other as follows:

1. Each Party (as "Indemnitor") shall indemnify, defend, save and hold harmless the other Party (including the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) (as "Indemnitees") from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to negligence or willful misconduct 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 attorneys' fees, or (d) any other element of any kind or nature whatsoever.

2. The Indemnitor 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), of Indemnitees in any claim, proceeding or action for which indemnification is required.

3. Each Party, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of the other Party; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnification obligations to the other Party.

4. The indemnification obligations shall be satisfied when the Indemnitor has provided to the Indemnitees the appropriate form of dismissal (or similar document) relieving the Indemnitees from any liability for the claim, proceeding or action involved.

5. The specified insurance limits required in this Agreement shall in no way limit or circumscribe the Indemnitor's obligations to indemnify and hold harmless the Indemnitees from third party claims.

6. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve Indemnitor from indemnifying Indemnitees to the fullest extent allowed by law.

7. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

SECTION V

It is further mutually agreed:

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

2. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a result of PROJECT construction.

3. In the event the Parties desire to include any additional work as part of PROJECT, said Party shall submit a written request to DISTRICT describing the additional work

desired and agrees to pay DISTRICT for any agreed upon work requested. Payment for the requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

4. The Parties each pledge to cooperate in regard to the operation and maintenance of their respective facilities 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' facilities.

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

6. Any and all notices sent or required to be sent to any Party shall be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: Riverside County Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501
Attn: Albert Martinez, Chief of Developer Services

To MJPA: MARCH JOINT POWERS AUTHORITY
14205 Meridian Parkway, Suite #140
Riverside, CA 92518
Attn: Grace Martin, Chief Executive Officer

To COUNTY: COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Transportation Department

7. If any provision of 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.

8. 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.

9. 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.

10. Any waiver by the Parties of any breach by the others 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 thereof. Failure on the part of the Parties to require from the other 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 the Parties from enforcement hereof.

11. The rights and obligations under this agreement of the Parties shall inure to and be binding upon all heirs, successors and assignees.

12. Parties 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.

13. The individual(s) executing this Agreement 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.

14. 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.

15. 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. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature,

and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

16. This Agreement is intended by the Parties hereto as their final expression with respect to the matters herein and is 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 all Parties hereto.

//

//

[SIGNATURES ON FOLLOWING PAGES]

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

APR 15 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

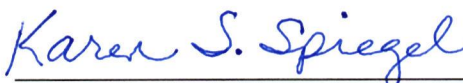
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

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

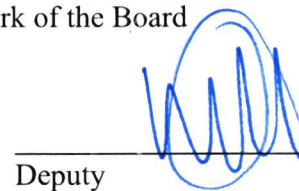
KIMBERLY RECTOR
Clerk of the Board

By



KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By



Deputy

(SEAL)

[SIGNED IN COUNTERPART]

Sunnymead - Cactus Avenue Channel, Stage 1
Project No. 4-0-00013
Miscellaneous No. 186
01/15/25
RKM:AMR:EEQ:blj

MARCH JOINT POWERS AUTHORITY

By

GRACE MARTIN, DPPD
Chief Executive Officer

APPROVED AS TO FORM:

By

BEST, BEST & KRIEGER LLP
MJPA General Counsel

ATTEST:

By

CINDY CAMARGO
Clerk, March Joint Powers Commission


(SEAL)

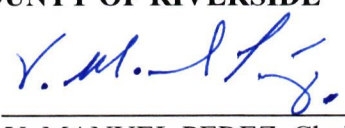


Sunnymead - Cactus Avenue Channel, Stage 1
Project No. 4-0-00013
Miscellaneous No. 186
01/15/25
RKM:AMR:EEQ:blj

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
DENNIS ACUNA
Director of Transportation

By 
V. MANUEL PEREZ, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

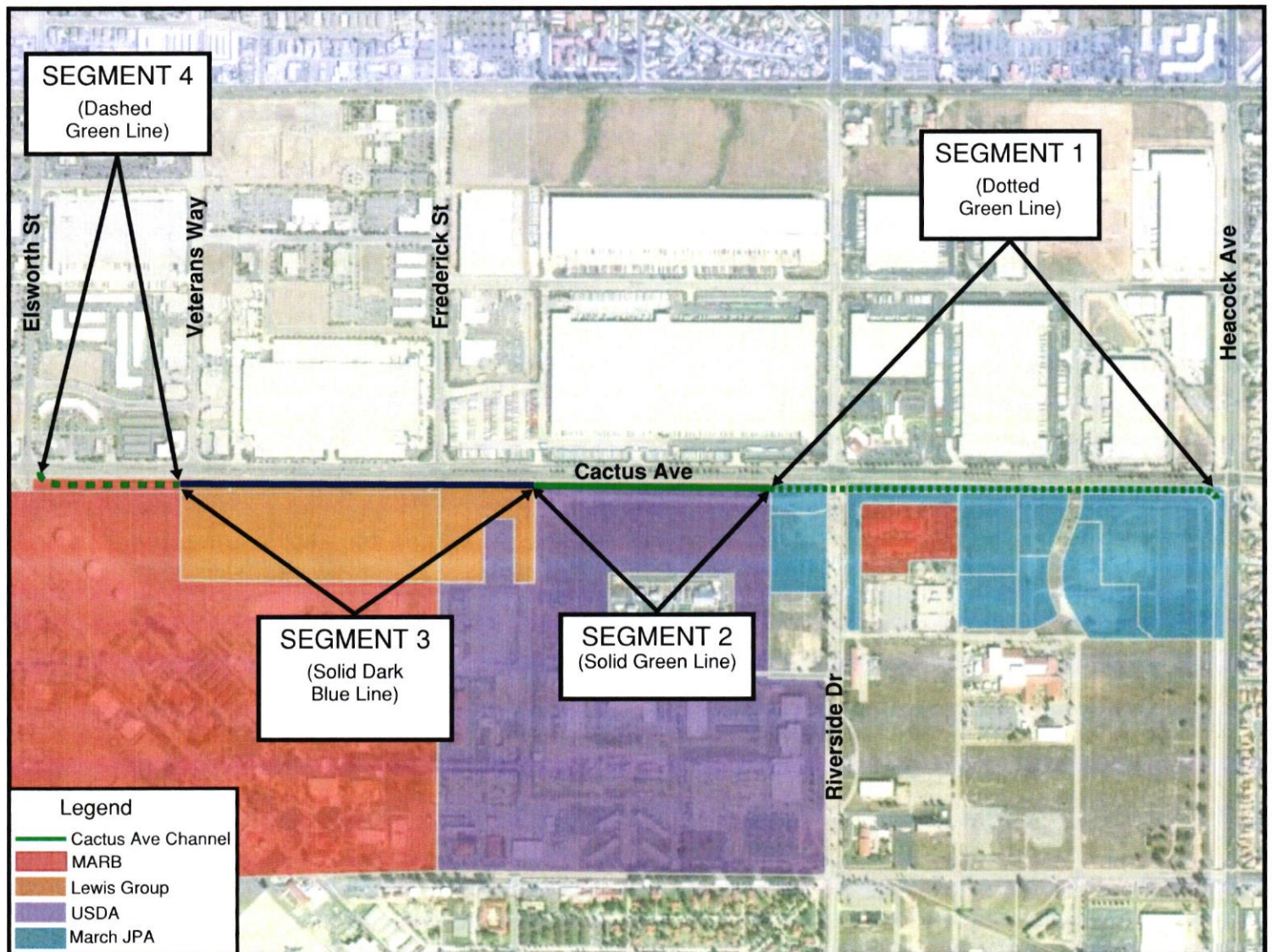
By 
STEPHANIE K. NELSON
Deputy County Counsel

By 
Deputy

(SEAL)

Sunnymead - Cactus Avenue Channel, Stage 1
Project No. 4-0-00013
Miscellaneous No. 186
01/15/25
RKM:AMR:EEQ:blj

Exhibit A



Sunnymead - Cactus Avenue Channel, Stage 1
Project No. 4-0-00013
Miscellaneous No. 186

Exhibit B

Jan-25

Project Delivery Cost Estimate -

\$20,803,000 All Underground Construction Contract Estimate (CCE)
\$2,080,000 DESIGN COST, Eng & Enviro & Admin of CCE
\$624,000 MSHCP (3%) of CCE
\$2,697,000 Offsite Mitigation 2.9ac @ 2:1 X \$465,000 per acre
\$26,204,000 PROJECT total cost

Cost Share Summary -

\$26,204,000 PROJECT total cost

Fixed Price Partners:

Contribution

DISTRICT CONTRIBUTION	\$12,412,000	47% of project cost
CITY CONTRIBUTION	\$524,000	2% of project cost

\$13,268,000 Remaining Funding Gap

Frontage Prorated Partners:

Contribution

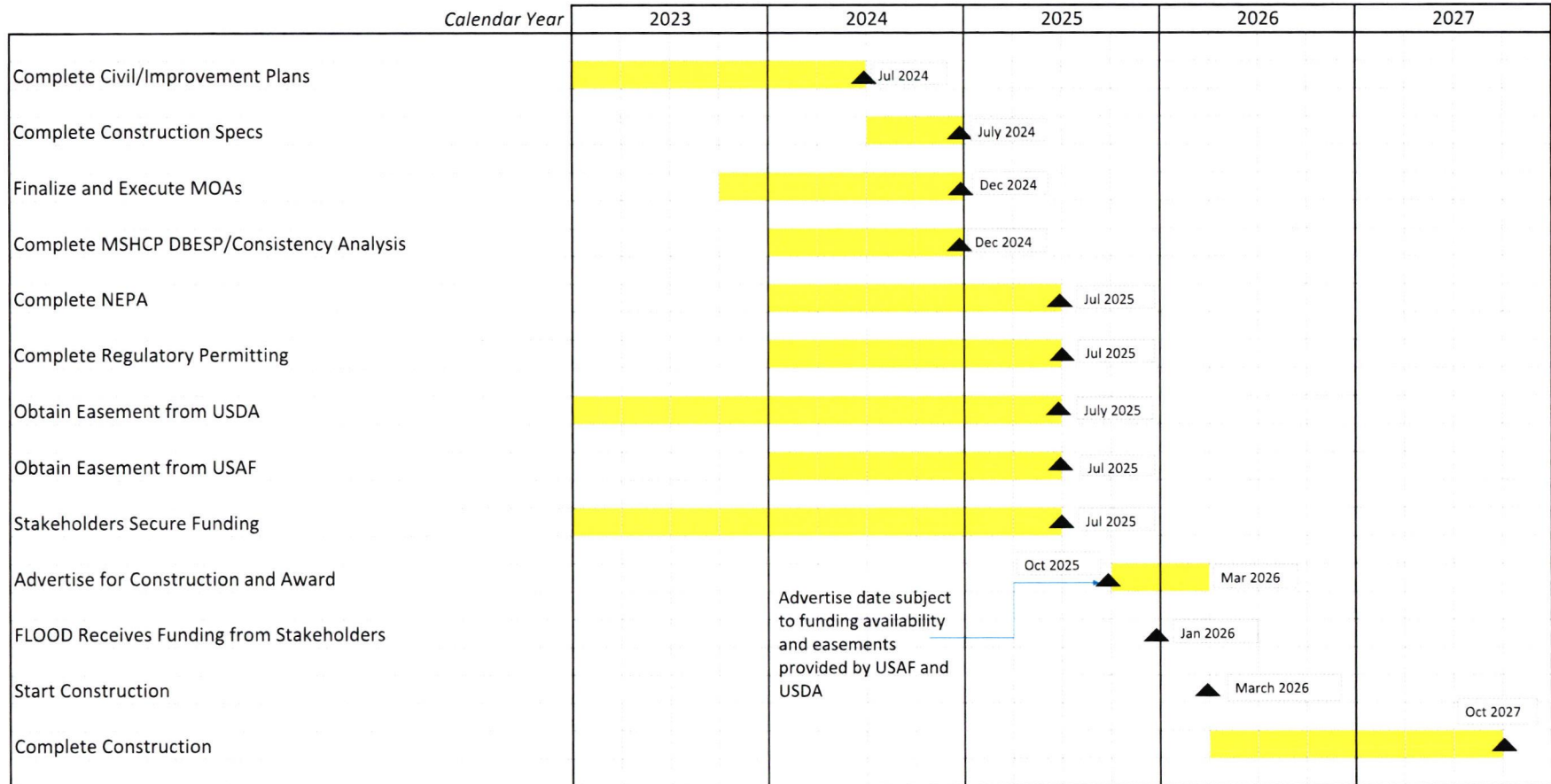
Proration

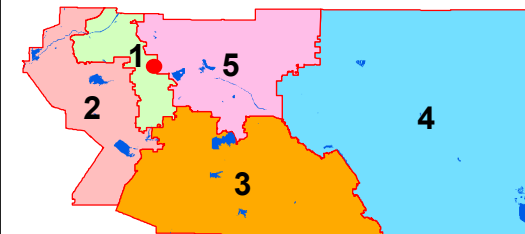
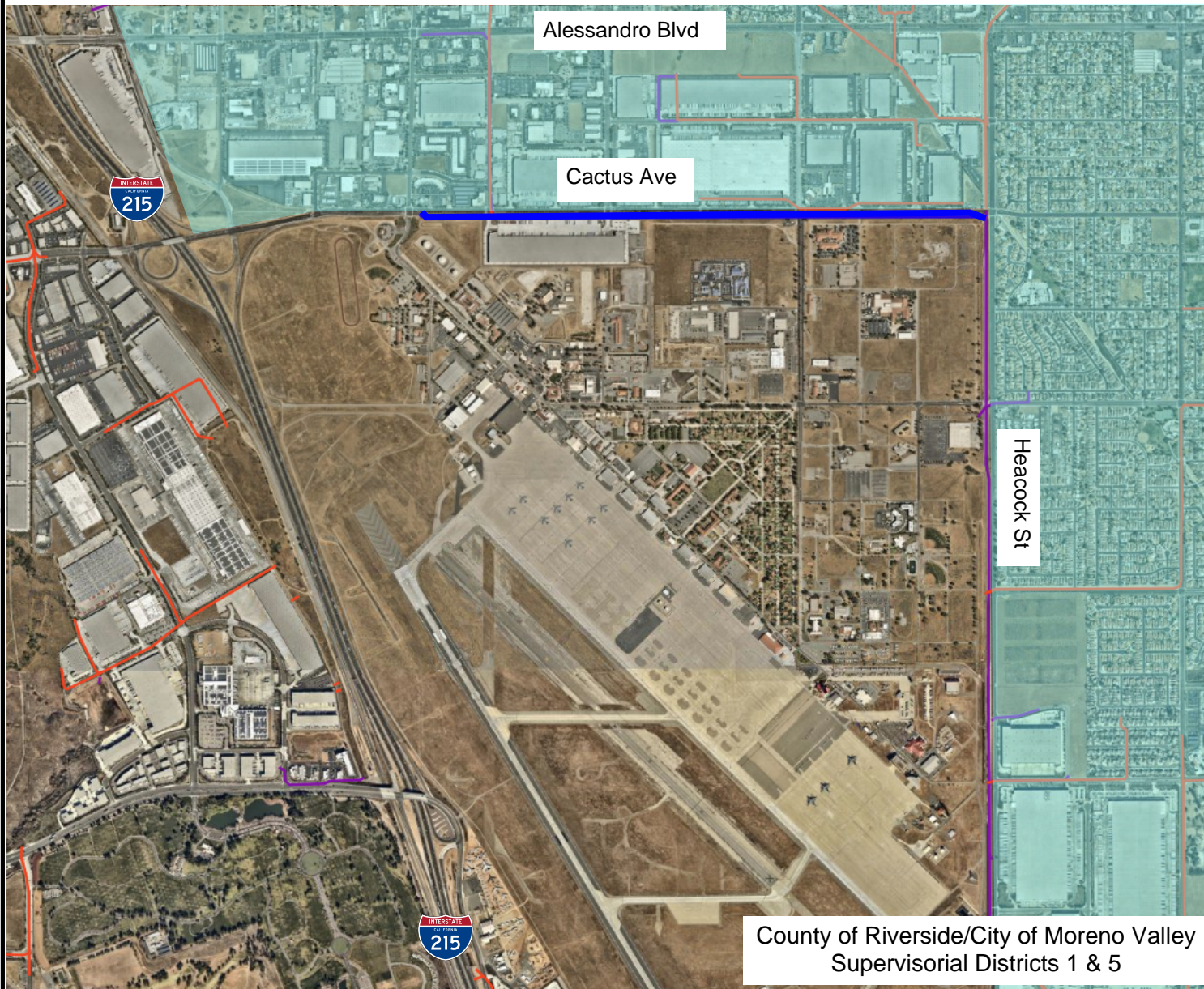
USAF CONTRIBUTION	\$1,950,000	12% (900ft/7700ft)	SEGMENT 4
USDA CONTRIBUTION	N/A	20% (1575ft/7700ft)	SEGMENT 2
LEWIS GROUP CONTRIBUTION	\$5,123,000	31% (2365ft/7700ft)	SEGMENT 3
MJPA CONTRIBUTION	\$6,195,000	37% (2860ft/7700ft)	SEGMENT 1

EXHIBIT C

SUNNYMEAD CACTUS CHANNEL (PROJ. NO. 4-8-00013)

Estimated Schedule





Legend

- Supervisorial Districts
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- City of Moreno Valley

Description

Sunnymead - Cactus Avenue Channel,
Stage 1, Project No. 4-0-00013
Miscellaneous No. 186



VICINITY MAP

