

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



ITEM: 11.2
(ID # 25865)

MEETING DATE:

Tuesday, September 10, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Riverside County Flood Control and Water Conservation Funding Agreement Between the District and Jurupa Community Services District for the Heli-Hydrant Fire Protection System Phase 2, Project No. 2-0-10056, CEQA Exempt per CEQA Guidelines 15061(b)(3), District 2. [\$513,000 Not-to-Exceed Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the 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") and the Jurupa Community Services District ("JCSD");
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 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.

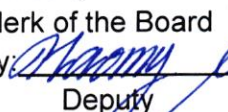
ACTION:Policy


Jason Orley, GENERAL MGR-CHIEF FLD CNTRL ENG 8/28/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 Gutierrez
Nays: None
Absent: None
Date: September 10, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 513,000	\$ 0	\$ 513,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 1 and Zone 2 funds (see additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the District will contribute funding to JCSD for its Heli-Hydrant Fire Protection System Phase 2 project as part of a JCSD administered public works construction contract. Said facility is to be inspected, operated and maintained by JCSD.

The Heli-Hydrant Fire Protection System is a deep open water tank that will connect to a water supply within JCSD's water distribution system and will include valves that helicopter pilots can operate remotely. The project is essential because it will provide the California Department of Forestry and Fire Protection ("CAL FIRE") with supplemental water resources during wildfire incidents. In addition, the project will enhance helicopter pilots' ability to combat fires swiftly, control debris/sediment for local communities and conserve water for the surrounding areas. This aims to mitigate the risk of loss of life and property within the surrounding communities of Riverside County.

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

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 to any extent whatsoever actual physical development of the underlying property. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by JCSD prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to JCSD for the construction of the referenced project. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment. Therefore, nothing further is required under CEQA.

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

Impact on Residents and Businesses

The District's financial contribution toward JCSD's project will be funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, the facilities will i) improve CAL FIRE's response, (ii) control debris/sediment runoff from fire-prone areas, (iii) safeguard life, property and the environment for the benefit of the community and (iv) conserve water for surrounding communities.

Additional Fiscal Information

The District is providing up to \$513,000 in funding to JCSD. Sufficient funding is available in fiscal year 2024-2025 and will be included and updated in the proposed budget in future years as appropriate and necessary.

Funding Summary

Zone	Heli-Hydrant Tank System Locations	Contribution
Zone 1	Benedict Reservoirs Regional Lift Station	\$343,710
Zone 2	Eastvale Community Park	\$169,290
Total		\$513,000

SOURCE OF FUNDS:

- 25110-947400-536200 Contribution to Non-County Agency – Zone 1 (67%)
- 25120-947240-536200 Contribution to Non-County Agency – Zone 2 (33%)

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

AMR:bj
P8/257944


Douglas Cardonez Jr.  9/3/2024


Aaron Gettis, Chief of Deputy County Counsel 8/28/2024

FUNDING AGREEMENT

Heli-Hydrant Fire Protection System - Phase 2
Project No. 2-0-10056

This Funding Agreement ("Agreement"), dated as of September 10, 2024, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the JURUPA COMMUNITY SERVICES DISTRICT, an independent special district of the State of California ("JCSD"). DISTRICT and JCSD are collectively referred to herein as "Parties" and individually as "Party". Parties hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for, and JCSD aims to construct, operate, and maintain three (3) 15'W x 8'H Heli-Hydrant tank systems in the cities of Jurupa Valley and Eastvale ("PROJECT"); and

B. PROJECT is comprised of an open water tank connected to a water supply within JCSD's water distribution system and equipped with valving that helicopter pilots can access remotely. PROJECT is essential because it will (i) provide the California Department of Forestry and Fire Protection ("CAL FIRE") with supplementary water resources during wildfire incidents, (ii) improve CAL FIRE's wildfire response, (iii) control debris/sediment for these communities, (iv) aim to reduce the risk of loss of life and property within the surrounding communities of Riverside County, and (v) conserve water for the surrounding area; and

C. In collaboration with CAL FIRE, PROJECT sites were strategically selected around fire-prone areas in Riverside County, as shown on Exhibit "A," attached hereto and made a part hereof, to help first responders to save critical time in combatting fires; and

D. DISTRICT is willing to contribute funding toward the construction of PROJECT; and

E. DISTRICT's financial contribution to PROJECT shall be as follows subject to the not to exceed amount provided herein. Up to fifty percent (50%) of all costs associated with the lowest responsible bid contract price for construction of PROJECT ("CONSTRUCTION CONTRIBUTION"). CONSTRUCTION CONTRIBUTION for PROJECT shall not exceed a total of Five Hundred Thirteen Thousand Dollars (\$513,000); and

F. DISTRICT wishes to provide only financial assistance to JCSD and have no other role; and

G. The purpose of this Agreement is to memorialize the mutual understanding by and between JCSD and DISTRICT with respect to the construction, ownership, operation and maintenance of PROJECT and the payment of CONSTRUCTION CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, 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

JCS D shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), 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.

2. Prior to advertising PROJECT for a public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

3. Upon execution of this Agreement, advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code and

JCSD's procurement policies and procedures. At the time of advertising for bids, provide DISTRICT with a copy of PROJECT's scope of work, bid documents and any subsequent addenda thereto.

4. Provide DISTRICT with written notice (Attention: Special Projects Section) that JCSD has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amount for PROJECT, setting forth CONSTRUCTION CONTRIBUTION amount.

5. At the time of providing written notice of the award of a construction contract for PROJECT, invoice DISTRICT (Attention: Special Projects Section) for CONSTRUCTION CONTRIBUTION, subject to and provided that, CONSTRUCTION CONTRIBUTION does not exceed a total sum of Five Hundred Thirteen Thousand Dollars (\$513,000) for PROJECT. The lowest responsible bid contract amount shall be supported by a copy of JCSD's bid abstracts for PROJECT.

6. Procure or cause to be procured insurance coverages during the term of this Agreement. JCSD shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to JCSD issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. The procured insurance coverages shall name DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insured. JCSD shall notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. Construct or cause to be constructed PROJECT pursuant to a JCSD administered public works contract.

8. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

9. 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 JCSD and DISTRICT employees on the site.

10. Upon completion of PROJECT construction and JCSD's acceptance thereof, accept ownership and sole responsibility for the design, inspection, operation, and maintenance of PROJECT.

11. Upon completion of PROJECT construction, provide DISTRICT with a copy of JCSD's Notice of Completion.

SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of JCSD's invoices (i) pay all approved JCSD invoices and (ii) review and approve associated documents as described in RECITALS and SECTION I herein this Agreement, subject to and provided that CONSTRUCTION CONTRIBUTION shall not exceed, Five Hundred Thirteen Thousand Dollars (\$513,000) for PROJECT.

2. Not be responsible to pay any amounts that exceed CONSTRUCTION CONTRIBUTION for PROJECT.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein this Agreement, CONSTRUCTION CONTRIBUTION shall not exceed a total sum of Five Hundred Thirteen

Thousand Dollars (\$513,000) and shall be used by JCSD solely for the purpose of constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions, or repairs.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation, or maintenance of PROJECT.

3. JCSD shall indemnify, defend and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless DISTRICT and 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 (individually and collectively hereinafter referred to as "Indemnitees")) from any liability whatsoever, based or asserted upon any acts, omissions or services of JCSD and JCSD's construction contractor(s), (including their officers, employees, subcontractors, agents or representatives ("Indemnitors") 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 whatsoever arising from the performance of Indemnitors from this Agreement. JCSD or JCSD's construction contractor(s) 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, the Indemnitees in any claim or action based upon such alleged acts or omissions.

4. 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.

5. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent

jurisdiction in the County of Riverside, State of California, and Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county. Neither JCSD nor DISTRICT shall assign this Agreement without the written consent of the other Party.

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

7. Any and all notices sent or required to be sent to 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: Planning Division

JURUPA COMMUNITY
SERVICES DISTRICT
11201 Harrel Street
Jurupa Valley, CA 91752
Attn: Chris Berch
General Manager

8. This Agreement is the result of negotiations between 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 importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

9. Any waiver by DISTRICT or JCSD of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or JCSD to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or JCSD from enforcing this Agreement.

10. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set

forth herein. In the event such funds are not forth coming for any reason, DISTRICT shall immediately notify JCSD in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by JCSD.

11. This Agreement is intended by 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 or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of Parties hereto.

12. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement.

14. 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. Parties further agree that the electronic signatures of 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 CUETA as amended from time to time. 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 Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by 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.

//

//

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

September 10, 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 J Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
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 KB
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

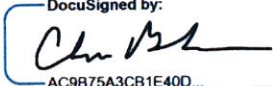
By Manny C.
Deputy

(SEAL)

Funding Agreement with Jurupa Community Services District
Heli-Hydrant Fire Protection System - Phase 2
Project No. 2-0-10056
08/05/24
AMR:blj

RECOMMENDED FOR APPROVAL:

JURUPA COMMUNITY SERVICES DISTRICT, an independent special district of the State of California

By  AC9B75A3CB1E40D...
CHRIS BERCH 8/19/2024 | 1:49 PM PDT
General Manager

(SEAL)

Funding Agreement with Jurupa Community Services District
Heli-Hydrant Fire Protection System - Phase 2
Project No. 2-0-10056
08/05/24
AMR:blj

COOPERATIVE AGREEMENT

Heli-Hydrant Fire Protection System - Phase 2
Project No.2-6-10056

Benedict Reservoirs
2169 Sandra Dr., Jurupa Valley

Regional Lift Station
10124 Limonite Ave, Jurupa Valley

Eastvale Community Park
12670 Citrus St., Eastvale

LEGEND



Heli-Hydrant Tank System Location

N



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Certificate Of Completion

Envelope Id: 6A7D3CD8A3E64C53ACFF8A437C930D7
Subject: Heli Hydrant Memo & Agreement FINAL 8.15.24.pdf
Source Envelope:
Document Pages: 13
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Engineering Department DOCUSIGN
11201 Harrel St
Jurupa Valley, CA 91752
EngAdmin@jcsd.us
IP Address: 64.166.121.50

Record Tracking

Status: Original
8/15/2024 1:07:55 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Engineering Department DOCUSIGN
EngAdmin@jcsd.us
Pool: StateLocal
Pool: Jurupa Community Services District

Location: DocuSign
Location: DocuSign

Signer Events

Jesse Pompa
jpompa@jcsd.us
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 64.166.121.50

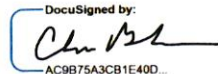
Timestamp

Sent: 8/15/2024 1:08:45 PM
Viewed: 8/15/2024 4:01:50 PM
Signed: 8/15/2024 4:02:01 PM

Electronic Record and Signature Disclosure:

Accepted: 10/12/2023 4:03:30 PM
ID: 8e0b2ae3-e64d-4b08-bef4-ba3bc60ced9e

Chris
cberch@jcsd.us
General Manager
Jurupa Community Services District
Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 64.166.121.50

Sent: 8/19/2024 12:47:23 PM
Viewed: 8/19/2024 1:49:03 PM
Signed: 8/19/2024 1:49:35 PM

Electronic Record and Signature Disclosure:

Accepted: 7/26/2023 5:34:49 PM
ID: 1ef5dc7b-9a6f-41ca-86c7-fe00b25b0291

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Maria Ayala
mayala@jcsd.us
Security Level: Email, Account Authentication
(None)



Using IP Address: 160.72.0.62
Viewed using mobile

Sent: 8/15/2024 4:02:03 PM
Viewed: 8/19/2024 12:47:22 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

Board Services
boardservices@jcsd.us
Department DocuSign
JCSD

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Bryan Smith
bsmith@jcsd.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 7/22/2024 1:02:11 PM
ID: 033078e6-c0ef-4d50-9f27-6c08d6a659c0

Engineering Department DOCUSIGN
engadmin@jcsd.us

JCSD
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/8/2024 4:06:56 PM
ID: fd83b212-dc74-46c8-9dd5-0d5457e41bd5

Rose Layman
rlayman@jcsd.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 8/19/2024 1:49:37 PM

Sent: 8/19/2024 1:49:37 PM

COPIED

Sent: 8/19/2024 1:49:38 PM

Resent: 8/19/2024 1:49:41 PM

COPIED

Sent: 8/19/2024 1:49:38 PM

Viewed: 8/20/2024 7:14:53 AM

COPIED**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
Certified Delivered
Signing Complete
Completed

Hashed/Encrypted
Security Checked
Security Checked
Security Checked

8/15/2024 1:08:45 PM
8/19/2024 1:49:03 PM
8/19/2024 1:49:35 PM
8/19/2024 1:49:38 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**