

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



ITEM: 14.4  
(ID # 28096)

**MEETING DATE:**  
Tuesday, June 24, 2025

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Funding Agreements Between the Riverside County Flood Control and Water Conservation District and Temescal Valley Water District for the Temescal Valley Water District Regional Lift Station and the Interagency Water Conservation Project, Project Nos. 2-0-10059 and 2-0-10058, CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), District 2. [\$4,110,000 Not-to-Exceed Cost – District Zone 2 Funds 100%]

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

1. Find that the Funding Agreements ("Agreements") are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreements between the Riverside County Flood Control and Water Conservation District ("District") and Temescal Valley Water District ("TVWD");
3. Authorize the Chair of the District's Board of Supervisors to execute each Agreements 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 Agreements 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) fully executed originals of each Agreements documents to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

6/9/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Medina 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: June 24, 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**

<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	\$ 342,500	\$ 4,110,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 25120-947420-536200 – Zone 2 Contribution to Non-County Agency – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26; 27/28-29/30	

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

**BACKGROUND:**

**Summary**

The Agreements set forth the terms and conditions by which the District will be a cost sharing partner and contribute funding to TVWD to (i) construct a new sewer collection system to replace existing septic systems in the northeast region of TVWD, which includes a regional lift station and force main to convey wastewater to TVWD's regional treatment plant, and (ii) construct approximately 1,500 linear feet of 12-inch PVC conduit to connect the City of Corona's modified water main to TVWD's recycled water system ("Projects").

The selected region currently relies on individual property septic systems for waste disposal. The proposed sewer system will eliminate the need for these septic systems and significantly enhance the overall water quality within the Elsinore groundwater basin. In addition, City of Corona customers will be moved to TVWD's potable water system, allowing for the conversion of the City of Corona's current potable water mains to recycled water. The Projects will protect potable ground water, increase water conservation, facilitate the reuse of water by collecting and conveying wastewater to the regional treatment plant facility and increase recycled water usage by an estimated 52 acre-feet annually.

County Counsel has approved the Agreements as to legal form, and TVWD has executed the Agreements.

**Environmental Findings**

The Agreements are 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 Agreements do 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 TVWD prior to construction. The Agreements merely establish the terms by which the District will provide funding to TVWD for the construction of the referenced facilities. It can be seen with certainty that there is no possibility

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

the Agreements will have a significant effect on the environment. Therefore, nothing further is required under CEQA.

**Impact on Residents and Businesses**

The District's financial contribution toward TVWD's Projects are 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 convert wastewater into reclaimed water and distribute reclaimed water throughout the community to offset potable water use.

**Additional Fiscal Information**

The District is providing up to Four Million One Hundred Ten Thousand Dollars (\$4,110,000) in funding to TVWD. Sufficient funding will be included in the District's Zone 2 proposed budget in future years as appropriate and necessary.

**Funding Summary**

With approval of these Agreements, the District will be a cost-sharing partner on these Projects, contributing 50% of the design/administration and 50% of the construction costs, up to the limits identified below.

**Regional Lift Station**

FY 2025-26

Estimated Design and Administration Contribution	\$277,500
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FY 2027-30

Estimated Construction Contribution	<u>\$3,052,500</u>
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Maximum District Contribution to TVWD	\$3,330,000
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**Interagency Water Conservation Project**

FY 2025-26

Estimated Design and Administration Contribution	\$65,000
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FY 2027-30

Estimated Construction Contribution	<u>\$715,000</u>
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Maximum District Contribution to TVWD	\$780,000
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<b>Total Estimated District Cost</b>	<b>\$4,110,000</b>
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**ATTACHMENTS:**

1. Vicinity Maps
2. Funding Agreements

MER:bjj  
P8/262239

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

  
Douglas Cordonez Jr. 6/16/2025

  
Aaron Gettis, Chief of Deputy County Counsel 6/10/2025

**FUNDING AGREEMENT**  
 Temescal Valley Water District  
 Interagency Water Conservation Project  
 Project No. 2-0-10058

This Funding Agreement ("Agreement"), dated as of JUN 24 2025, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT") and the TEMESCAL VALLEY WATER DISTRICT, a municipal water district ("TVWD"). DISTRICT and TVWD are collectively referred to herein as "Parties" and individually as "Party". Parties hereby agree as follows:

**RECITALS**

A. TVWD has proposed plans to design, construct, operate and maintain a regional reclaim water system to enhance water conservation and reuse through a collaborative partnership with the City of Corona ("Corona"). This project aims to protect potable groundwater, improve regional water conservation, reduce the use of potable water and bolster the reliability of potable water for both agencies by distributing reclaimed water across the community; and

B. TVWD desires to construct approximately 1,500 linear feet of 12-inch PVC conduit to connect Corona's modified water main to TVWD's recycled water system ("PROJECT"). Additionally, to facilitate expansion of PROJECT, Corona customers will be moved to TVWD's potable water system, allowing for the conversion of Corona's existing potable water mains to recycled water, as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. PROJECT is expected to increase recycled water usage by an estimated 52 acre-feet per year; and

D. TVWD is willing to assume the lead role for PROJECT and, therefore, will provide the administrative, technical, managerial and support services necessary to plan, design and construct PROJECT; and

E. TVWD plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2027/2028; and

F. TVWD desires DISTRICT to share in the cost of PROJECT and contribute funding for PROJECT; and

G. Due to the Parties mutual interest in PROJECT, DISTRICT wishes to support TVWD's efforts to design and construct PROJECT by providing a financial contribution toward PROJECT along with associated administrative and ancillary costs subject to the not to exceed amount in RECITAL J; and

H. DISTRICT's financial contributions shall be as follows:

- i. Fifty percent (50%) of the design proposal cost to offset TVWD's costs associated with the engineering design; hydrology and hydraulics; geotechnical analysis; potholing required to complete the design of PROJECT ("DESIGN CONTRIBUTION");
- ii. In the event that TVWD chooses to hire an engineering consulting firm to prepare improvement plans, DISTRICT is also willing to contribute an additional ten percent (10%) of design proposal costs to offset TVWD's administrative costs associated with the design contract administration ("DESIGN ADMIN");
- iii. Fifty percent (50%) of costs associated with the lowest responsive and responsible public works construction bid contract ("CONSTRUCTION BID PRICE");

- iv. Up to an additional ten percent (10%) of CONSTRUCTION BID PRICE to offset TVWD's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of the facility ("CONTRACT ADMINISTRATION CONTRIBUTION");
- v. Up to an additional ten percent (10%) of CONSTRUCTION BID PRICE for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"); and

I. Altogether, DESIGN CONTRIBUTION, DESIGN ADMIN, CONSTRUCTION BID PRICE, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "TOTAL DISTRICT CONTRIBUTION"; and

J. TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of Seven Hundred Eighty Thousand Dollars (\$780,000); and

K. DISTRICT wishes to provide only financial assistance to TVWD and have no other role; and

L. The purpose of this Agreement is to memorialize the mutual understandings by and between TVWD and DISTRICT with respect to the design, construction, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT 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

TVWD shall:

1. Pursuant to 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.
2. Invoice DISTRICT (Attention: Special Projects Section) for fifty percent (50%) of DESIGN CONTRIBUTION upon execution of this Agreement. TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Seven Hundred Eighty Thousand Dollars (\$780,000) for PROJECT.
3. Prepare or cause to be prepared IMPROVEMENT PLANS, in accordance with the applicable TVWD standards.
4. Following the signing of IMPROVEMENT PLANS, invoice DISTRICT (Attention: Special Projects Section) for the (i) remainder of DESIGN CONTRIBUTION and (ii) DESIGN ADMIN and TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Seven Hundred Eighty Thousand Dollars (\$780,000) for PROJECT.
5. Secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alteration agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").
6. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.

7. Be responsible for any and all additional regulatory, mitigation and/or litigation costs, and/or mitigation measures to PROJECT resulting from this Agreement and/or REGULATORY PERMITS.

8. Prior to advertising PROJECT for 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.

9. Advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code.

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

11. At the time of providing written notice of the award of a construction contract for PROJECT, invoice DISTRICT (Attention: Special Projects Section) for CONSTRUCTION BID PRICE, subject to and provided that TOTAL DISTRICT CONTRIBUTION does not exceed a total sum of Seven Hundred Eighty Thousand Dollars (\$780,000) for PROJECT. CONSTRUCTION BID PRICE shall be supported by a copy of TVWD's bid abstracts for PROJECT.

12. Keep an accurate accounting of all costs associated to TOTAL DISTRICT CONTRIBUTION as set forth in RECITAL H. The accounting shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, change orders and other such contract documents as may be necessary, to establish the actual cost of construction for TVWD approved IMPROVEMENT PLANS and will be included when invoicing DISTRICT.

13. Construct or cause to be constructed PROJECT pursuant to a TVWD administered public works contract in accordance with IMPROVEMENT PLANS approved by TVWD.

14. Relocate or cause to be relocated, at its sole cost and expense, all conflicting TVWD owned utilities. TVWD shall also order the relocation of all other utilities installed by permit or franchise within TVWD rights of way which conflict with the construction of PROJECT.

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

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 TVWD employees on the site.

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

18. At the time of providing a Notice of Completion, invoice DISTRICT (Attention: Special Projects Section) for CONTRACT ADMINISTRATION CONTRIBUTION and if applicable, CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided TOTAL DISTRICT CONTRIBUTION shall not exceed, Seven Hundred Eighty Thousand Dollars (\$780,000) for DISTRICT review.

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

## SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of TVWD's invoices (i) pay all approved TVWD invoices and (ii) review and approve associated documents as described in the RECITALS and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed, Seven Hundred Eighty Thousand Dollars (\$780,000) for PROJECT.

2. Not be responsible to pay any amounts that exceed TOTAL DISTRICT CONTRIBUTION for PROJECT to TVWD.

### SECTION III

It is further mutually agreed:

1. All Recitals set forth above are hereby incorporated herein by reference as if set forth fully in the body of this Agreement.

2. Notwithstanding any other provision herein this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Seven Hundred Eighty Thousand Dollars (\$780,000) and shall be used by TVWD solely for the purpose of designing and constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

3. In the event the actual construction cost for PROJECT is less than CONSTRUCTION BID PRICE, TVWD shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

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

5. TVWD shall indemnify, defend, save and hold harmless and require TVWD's consultant(s) to indemnify, defend and hold harmless DISTRICT and the County of Riverside (including their agencies, districts, special districts and departments, their respective

directors, officers, Board of Supervisors, 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 TVWD's and TVWD's consultant(s) (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontract) 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 fees or (d) any other element of any kind or nature whatsoever. This Section shall survive any termination of this Agreement until the statute of limitations period has run for any claims that could be asserted under this Agreement.

6. 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.

7. 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 TVWD nor DISTRICT shall assign this Agreement without the written consent of the other Party.

8. 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.

9. 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

TEMESCAL VALLEY  
WATER DISTRICT  
22646 Temescal Canyon Road  
Temescal Valley, CA 92883  
Attn: General Manager

10. 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.

11. Any waiver by DISTRICT or TVWD 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 TVWD 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 TVWD from enforcing this Agreement.

12. 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 TVWD in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by TVWD.

13. 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.

14. 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.

15. 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.

16. 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.

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


JUN 24 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

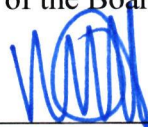
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

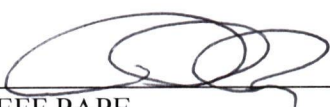
By   
Deputy

(SEAL)

Funding Agreement: Temescal Valley Water District  
Interagency Water Conservation Project  
Project No. 2-0-10058  
AMR:blj  
05/15/25

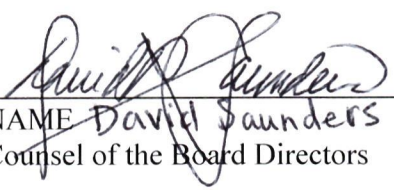
RECOMMENDED FOR APPROVAL:

TEMESCAL VALLEY WATER DISTRICT

By   
JEFF PAPE  
General Manager

APPROVED AS TO FORM:

ATTEST:

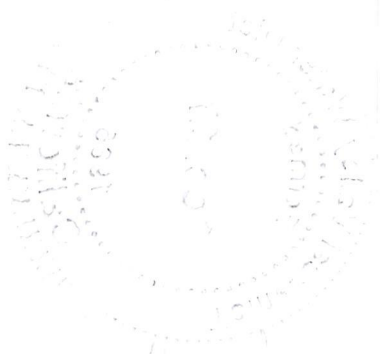
By   
NAME ~~David Saunders~~  
Counsel of the Board Directors

By   
DAVID HARICH  
Secretary of the Board of Directors

(SEAL)

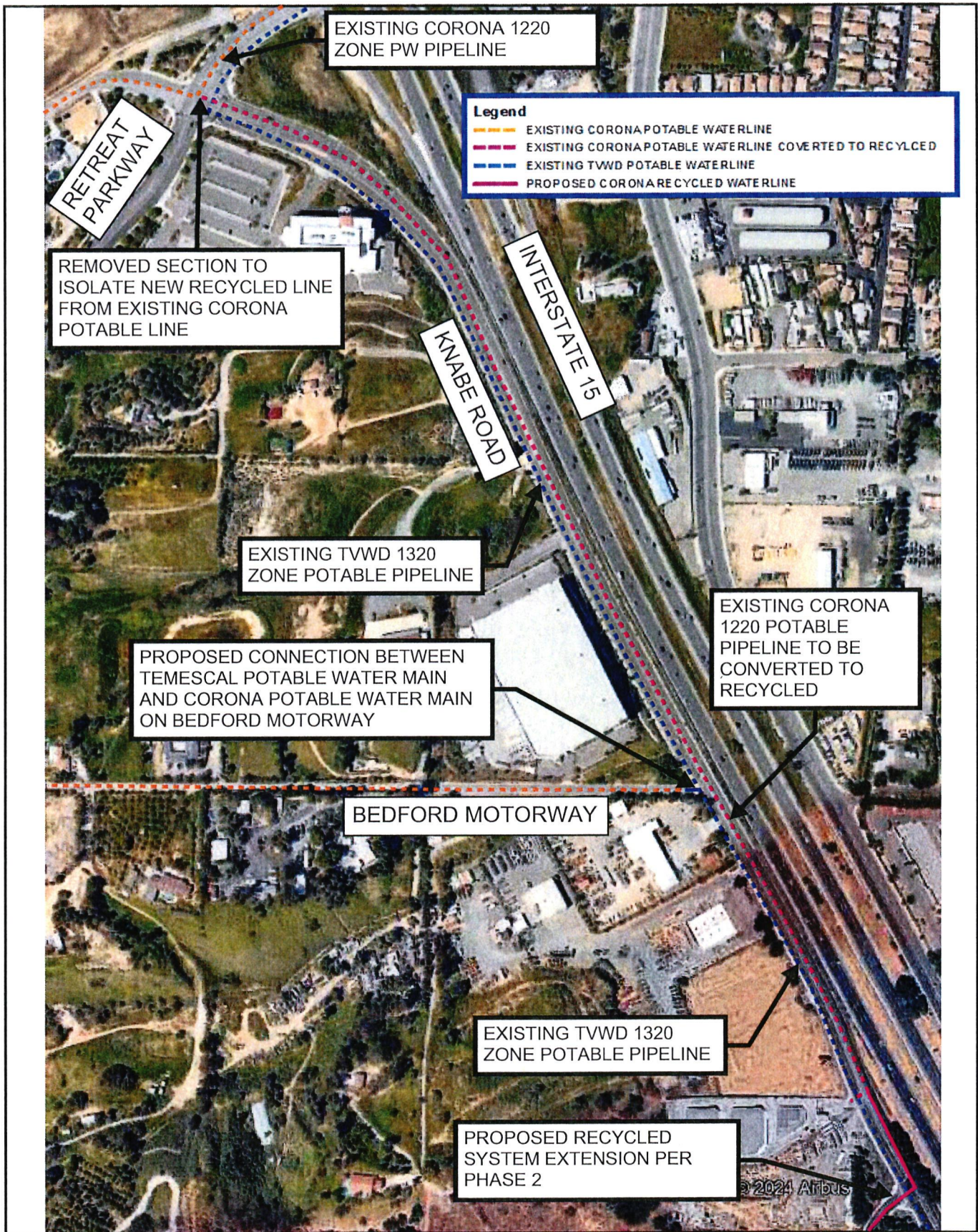


Funding Agreement: Temescal Valley Water District  
Interagency Water Conservation Project  
Project No. 2-0-10058  
AMR:bjj  
05/15/25



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EXHIBIT A



TEMESCAL VALLEY WATER DISTRICT - INTER AGENCY WATER  
CONVERSION PROJECT

PHASE 1 of 2





**Legend**

- PROPOSED CORONA RECYCLED WATERLINE
- EXISTING TAMD POTABLE WATERLINE
- EXISTING CORONA POTABLE WATERLINE COVERED TO RECYLCED
- EXISTING CORONA POTABLE WATERLINE

EXISTING TAMD CONNECTION TO RW PIPELINE SYSTEM

HARMONY COURT

FOREST BOUNDARY ROAD

PROPOSED 12-INCH RECYCLED WATER EXTENSION

KNABE ROAD

INTERSTATE 15

PROPOSED WATERLINE FOR RW CONNECTION TO CORONA CONVERSION

**FUNDING AGREEMENT**  
 Temescal Valley Water District  
 Regional Lift Station Project  
 Project No. 2-0-10059

This Funding Agreement ("Agreement"), dated as of JUN 24 2025, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT") and the TEMESCAL VALLEY WATER DISTRICT, an independent special district of the State of California ("TVWD"). DISTRICT and TVWD are collectively referred to herein as "Parties" and individually as "Party". Parties hereby agree as follows:

**RECITALS**

A. DISTRICT has budgeted for, and TVWD has prepared plans and specifications ("IMPROVEMENT PLANS") for the construction, operation and maintenance of TVWD Regional Lift Station Project ("LIFT STATION"); and

B. These IMPROVEMENT PLANS generally consist of the following:

1. LIFT STATION: construction of (i) a new sewer collection system to replace existing septic systems in the northeast region of TVWD, (ii) a regional sewer lift station and (iii) a force main, as shown in blue on Exhibit "A" attached hereto and made a part hereof, to convey wastewater to TVWD's regional treatment plant; and
2. Certain inlets, catch basins and connector pipes associated with LIFT STATION will be constructed for the purpose of (i) protecting potable ground water, (ii) enhancing water conservation and (iii) facilitating the reuse of water. LIFT STATION will collect and convey wastewater to TVWD's regional treatment plant, where such wastewater will be treated, converted into reclaimed water, and

distributed throughout the community to offset the use of potable water use ("APPURTENANCES"); and

C. Together, LIFT STATION and APPURTENANCES are hereinafter called "PROJECT"; and

D. TVWD plans to advertise, award and administer a public works construction contract for PROJECT during fiscal year 2025/2026; and

E. TVWD desires that DISTRICT include certain unavoidable utility relocations as part of DISTRICT's financial contribution to construct PROJECT. "UTILITY RELOCATIONS" is defined as the unavoidable relocation of utilities not owned by TVWD that (a) conflict with the construction of PROJECT and (b) cannot be relocated by others under TVWD's franchise authority; and

F. UTILITY RELOCATIONS shall be included in the public works construction contract for PROJECT; and

G. TVWD desires that DISTRICT contribute funding toward the construction of PROJECT; and

H. DISTRICT wishes to support TVWD's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction along with associated administrative and ancillary costs not to exceed amount in RECITALS K; and

I. DISTRICT's financial contributions shall be as follows:

1. Fifty percent (50%) of the design proposal cost to offset TVWD's costs associated with the engineering design; hydrology and hydraulics; geotechnical analysis; potholing required to complete the design of PROJECT and other typical ancillary costs related to the preparation of IMPROVEMENT PLANS ("DESIGN CONTRIBUTION"). However, DESIGN CONTRIBUTION shall not include the fees

associated with the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") or California Environmental Quality Act ("CEQA"); and

2. In the event that TVWD chooses to hire an engineering consulting firm to prepare IMPROVEMENT PLANS, DISTRICT is also willing to contribute an additional ten percent (10%) of design proposal costs to offset TVWD's administrative costs associated with the design contract administration ("DESIGN ADMIN"); and
3. Fifty percent (50%) of the lowest responsive and responsible bid contract amount for the construction of PROJECT and the costs associated with UTILITY RELOCATIONS ("BID PRICE"); and
4. Up to an additional ten percent (10%) of BID PRICE to offset TVWD's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of the facility ("CONTRACT ADMINISTRATION CONTRIBUTION"); and
5. Up to an additional ten percent (10%) of BID PRICE for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"); and

J. Altogether, DESIGN CONTRIBUTION, DESIGN ADMIN, BID PRICE, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "TOTAL DISTRICT CONTRIBUTION"; and

K. TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000); and

L. DISTRICT wishes to provide only financial assistance to TVWD and have no other role; and

M. Associated with the construction of PROJECT, includes certain inlets, connector pipes, minor storm drain facilities, and various lateral storm drains within the City of Corona rights of way that are thirty-six inches (36") or less in diameter, hereinafter called "CITY FACILITIES". TVWD will enter into a separate agreement with City of Corona setting forth the maintenance responsibilities for CITY FACILITIES. TVWD shall assume responsibility for the maintenance of CITY FACILITIES until such time as an agreement between TVWD and the City of Corona is executed, and the City of Corona formally accepts maintenance responsibilities for CITY FACILITIES; and

N. The purpose of this Agreement is to memorialize the mutual understandings by and between TVWD and DISTRICT with respect to the design, construction, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT 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

TVWD shall:

1. Pursuant to CEQA, act as Lead Agency and assume responsibility for determination, preparation, circulation, adoption of all necessary and appropriate CEQA documents of PROJECT.

2. Invoice DISTRICT (Attention: Special Projects Section) for fifty percent (50%) of DESIGN CONTRIBUTION upon execution of this Agreement. TOTAL DISTRICT

CONTRIBUTION shall not exceed a total sum of Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) for PROJECT.

3. Prepare or cause to be prepared IMPROVEMENT PLANS, in accordance with the applicable TVWD standards. TVWD shall make reasonable efforts during the preparation of IMPROVEMENT PLANS to avoid utility conflicts associated with UTILITY RELOCATIONS.

4. Prior to advertising PROJECT for 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.

5. Secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alternation agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.

7. Be responsible for any and all additional regulatory, mitigation and/or litigation costs, and/or mitigation measures to PROJECT resulting from this Agreement and/or REGULATORY PERMITS.

8. Secure all necessary rights of way, rights of entry, encroachment permits, construction easements, and acquire all parcels necessary to construct, inspect, operate, and maintain PROJECT.

9. Following the signing of IMPROVEMENT PLANS, invoice DISTRICT (Attention: Special Projects Section) for the (i) remainder of DESIGN CONTRIBUTION and (ii) DESIGN ADMIN. TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) for PROJECT.

10. Upon execution of this Agreement, advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto.

11. Provide DISTRICT with written notice (Attention: Special Projects Section) that TVWD has awarded a public works construction contract for PROJECT. The written notice shall include the contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

12. Within thirty (30) days of TVWD awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority TVWD contribution percentage, which is TVWD's portion of the mitigation fee per the 2004 Implementing Agreement for MSHCP.

13. At the time of providing written notice of the award of a construction contract for PROJECT, invoice DISTRICT (Attention: Special Projects Section) for BID PRICE, subject to and provided that TOTAL DISTRICT CONTRIBUTION does not exceed a total sum of Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) for PROJECT. BID PRICE shall be supported by a copy of TVWD's bid abstracts for PROJECT.

14. Order the relocation of all utilities within TVWD rights of way which may conflict with the construction of PROJECT.

15. Procure or cause to be procured insurance coverages during the term of this Agreement. TVWD 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 TVWD 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. TVWD 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.

16. Construct or cause to be constructed PROJECT pursuant to a TVWD administered public works contract in accordance with IMPROVEMENT PLANS.

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

18. 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 TVWD employees on the site.

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

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

21. Keep an accurate accounting of all PROJECT costs along with TVWD's CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, TVWD approved change orders, and other such construction contract documents as may be necessary, to establish the actual cost of construction for DISTRICT and TVWD approved IMPROVEMENT PLANS and will be included when invoicing DISTRICT.

22. At the time of providing a Notice of Completion, invoice DISTRICT (Attention: Special Projects Section) for CONTRACT ADMINISTRATION CONTRIBUTION and if applicable, CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided TOTAL DISTRICT CONTRIBUTION shall not exceed, Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) for DISTRICT review.

23. Be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION.

24. Upon completion of PROJECT construction, TVWD's accept ownership and sole responsibility for the design, operation and maintenance of PROJECT.

## SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of TVWD's invoices (i) pay all approved TVWD invoices and (ii) review and approve associated documents as described in the RECITALS and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed, Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) for PROJECT.

2. Not be responsible to pay any amounts that exceed TOTAL DISTRICT CONTRIBUTION for PROJECT to TVWD.

### SECTION III

It is further mutually agreed:

1. All Recitals set forth above are hereby incorporated herein by reference as if set forth fully in the body of this Agreement.

2. Notwithstanding any other provision herein this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Three Million Three Hundred Thirty Thousand Dollars (\$3,330,000) and shall be used by TVWD solely for the purpose of designing and constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

3. In the event the actual construction cost for PROJECT is less than BID PRICE, TVWD shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

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

5. TVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, 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 TVWD's (including its officers, 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 fees or (d) any other element of any kind or nature whatsoever. This Section shall survive any termination of this Agreement until the statute of limitations period has run for any claims that could be asserted under this Agreement.

6. 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.

7. 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 TVWD nor DISTRICT shall assign this Agreement without the written consent of the other Party.

8. 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.

9. 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

TEMESCAL VALLEY  
WATER DISTRICT  
22646 Temescal Canyon Road  
Temescal Valley, CA 92883  
Attn: General Manager

10. 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.

11. Any waiver by DISTRICT or TVWD 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 TVWD 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 TVWD from enforcing this Agreement.

12. 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 TVWD in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by TVWD.

13. 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.

14. 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.

15. 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.

16. 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.

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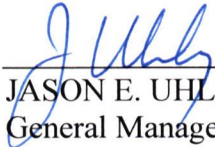
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on


JUN 24 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

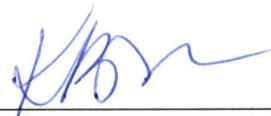
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors


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)

Funding Agreement with Temescal Valley Water District  
TVWD Regional Lift Station  
Project No. 2-0-10059  
05/15/25  
MER:blj

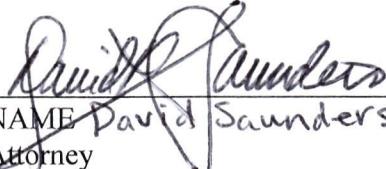
RECOMMENDED FOR APPROVAL:

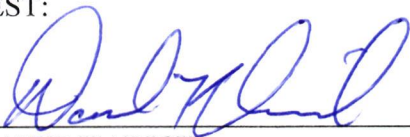
TEMESCAL VALLEY WATER DISTRICT

By   
JEFF PAPE  
General Manager

APPROVED AS TO FORM:

ATTEST:

By   
NAME David Saunders  
Attorney

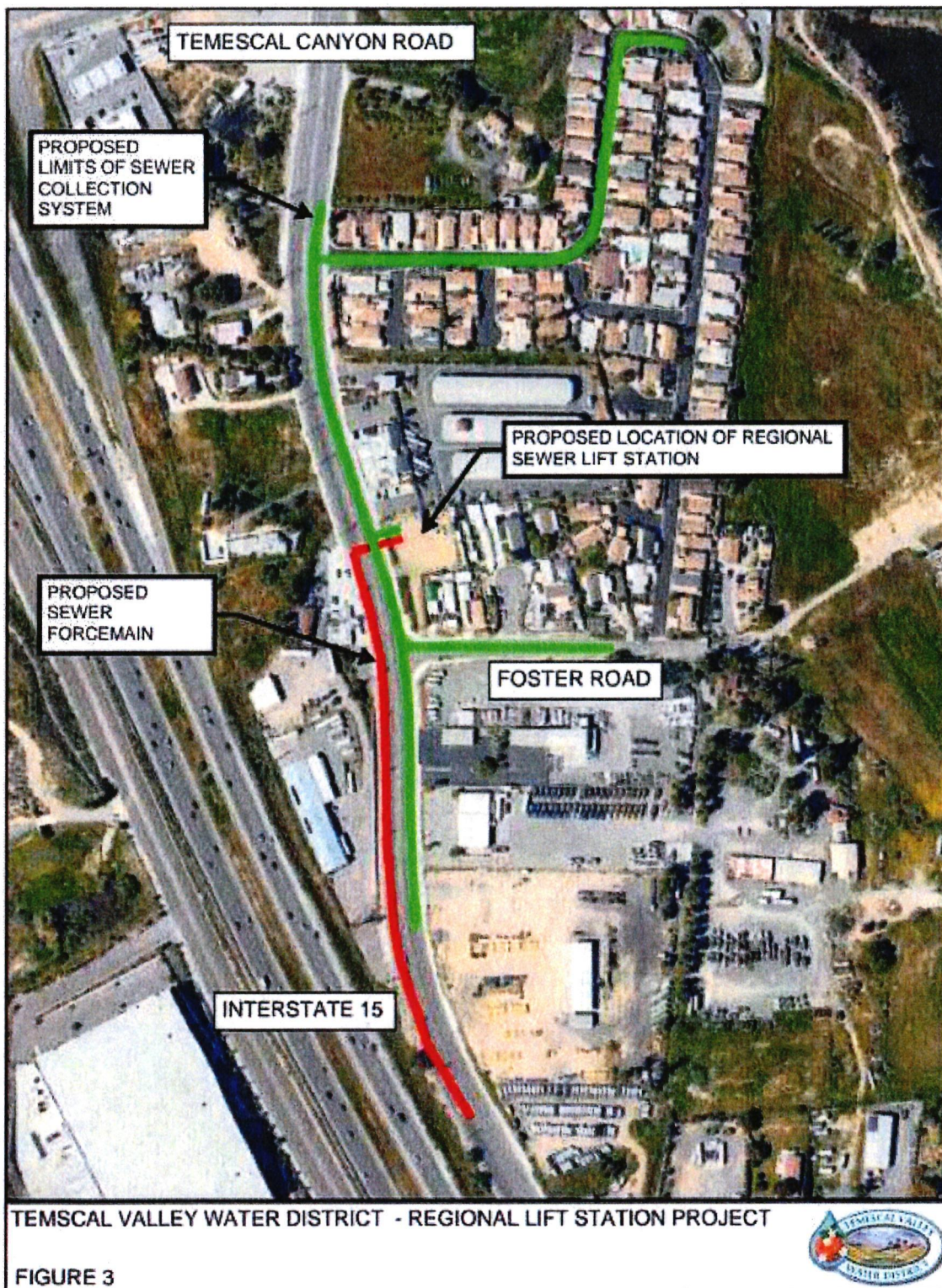
By   
DAVID HARICH  
Secretary

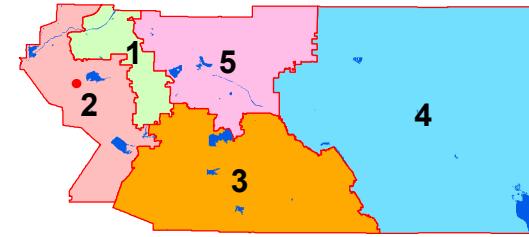
(SEAL)



Funding Agreement with Temescal Valley Water District  
TVWD Regional Lift Station  
Project No. 2-0-10059  
05/15/25  
MER:blj

# EXHIBIT "A"





**Legend**

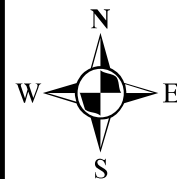
- Supervisorial District
- Project Vicinity
- Project Regional Lift Station
- Existing Facilities
- City of Corona

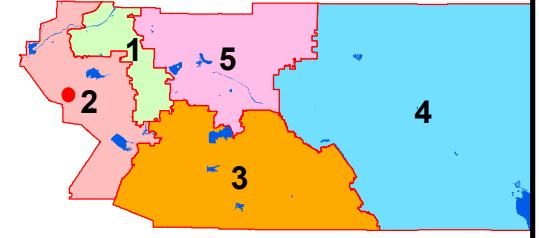
**Description**

Temescal Valley Water District  
 Regional Lift Station Project  
 Project No. 2-0-10059



# VICINITY MAP





**Legend**

- Supervisory District
- Project Vicinity
- Existing Facilities
- City of Corona

**Description**

Temescal Valley Water District  
 Interagency Water Conservation Project  
 Project No. 2-0-10058



# VICINITY MAP

