

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



ITEM: 14.5
(ID # 28342)

MEETING DATE:
Tuesday, July 29, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of San Jacinto for the Warren Road Minor Drainage Improvement, Project No. 4-0-10005, CEQA Exempt per CEQA Guidelines Section 15061(b)(3) and Section 15269, District 5. [\$298,605 Not-to-Exceed Total 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 City of San Jacinto ("City");
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 his 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) fully executed original Agreement documents to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

7/14/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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: July 29, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$298,605	\$0	\$298,605	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25140-947460-536200 Contribution to Non-County Agency - Zone 4 – 100%			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the District will contribute funding to the City to construct the Warren Road Minor Drainage Improvement ("Project") as part of a City administered public works construction contract, awarded on January 7, 2025, to Wright Construction Engineering. Said facility is to be inspected, operated and maintained by the City.

The Project consists of approximately 1,500 linear feet of reinforced concrete channel along Warren Road from Scott Street to approximately 200 feet south of Vernal Street. Upon construction completion, the Project will facilitate the City's ability to maintain the area and reduce flooding for residents and neighboring properties.

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to the State 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 the 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. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the City prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to City. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution towards the City's Project is funded by ad-valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, the facility will facilitate City's ability to maintain the area and reduce ongoing flooding for residents and neighboring properties in the area.

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Additional Fiscal Information

The District is contributing up to \$298,605 in funding to the City. Sufficient funding is available in the District's Zone 4 budget for FY 2025-2026 and will be included in the proposed budget in future years as appropriate and necessary.

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

JC:blj
P8/262689



Douglas Cordonez Jr. 7/18/2025



Aaron Gettis, Chief of Deputy County Counsel 7/15/2025

FUNDING AGREEMENT

Warren Road Minor Drainage Improvement
Project No. 4-0-10005

This Funding Agreement ("Agreement"), dated as of JUL 29 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT") and the City of San Jacinto, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party". Parties hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for, and CITY has prepared plans and specifications ("IMPROVEMENT PLANS") for the construction, inspection, ownership, operation and maintenance of Warren Road Minor Drainage Improvement ("WARREN ROAD DRAINAGE IMPROVEMENT"); and

B. These IMPROVEMENT PLANS generally consist of the following:

- i. WARREN ROAD DRAINAGE IMPROVEMENT: approximately 1,500 linear feet of reinforced concrete channel along Warren Road from Scott Street to approximately 200 feet south of Vernal Street. The project will facilitate CITY's ability to maintain the area and reduce flooding for residents and neighboring properties, as shown in yellow and black on Exhibit "A" attached hereto and made a part hereof; and
- ii. Certain inlets, headwalls, wingwalls, transitions structures, connector pipes, and storm drain facilities that are 36 inches or less in diameter associated with WARREN ROAD DRAINAGE IMPROVEMENT

within CITY-held easements or rights of way ("APPURTENANCES"); and

C. Together, WARREN ROAD DRAINAGE IMPROVEMENT and APPURTENANCES are hereinafter called "PROJECT"; and

D. On January 7, 2025, CITY determined that no permits, approvals, or agreements were required by any federal, state, and local resource or regulatory agencies pertaining to PROJECT. Documents that prove PROJECT is exempt from requirements, 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"). PROJECT is exempt from California Environmental Quality Act ("CEQA") requirements under CCR 15301(c); and

E. CITY advertised a public works construction contract for PROJECT in accordance with the relevant provisions of the California Public Contract Code, and on January 7, 2025, awarded a public works construction contract with a bid price of Three Hundred Thirty-One Thousand Seven Hundred Fifty Dollars (\$331,750) for PROJECT; and

F. On January 8, 2025, CITY provided a notice of award to the lowest responsible and responsive bidder, Wright Construction Engineering; and

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

H. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction costs subject to the not to exceed amount in RECITAL I; and

I. DISTRICT's total financial contribution for construction of PROJECT shall not exceed a total sum of Two-Hundred Ninety-Eight Thousand Six Hundred Five Dollars (\$298,605) ("TOTAL DISTRICT CONTRIBUTION"). CITY shall be responsible to pay any amounts in excess of and TOTAL DISTRICT CONTRIBUTION; and

J. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

K. The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT with respect to the construction, inspection, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION; and

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

CITY shall:

1. Prepare or cause to be prepared IMPROVEMENT PLANS in accordance with the applicable CITY standards. CITY shall make reasonable efforts during the preparation of IMPROVEMENT PLANS to avoid utility conflicts.

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

3. Keep an accurate accounting of all PROJECT costs associated to TOTAL DISTRICT CONTRIBUTION as set forth in Recital I and provide this accounting along with future invoices to DISTRICT. The final accounting shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, approved change orders and other such

contract documents as may be necessary, to establish the actual cost of construction for PROJECT and will be included when invoicing DISTRICT as described in Recital I.

4. Provide DISTRICT with copy of notice of award to the lowest responsible and responsive bidder (Attention: Special Projects Section). The written notice shall include the actual bid amounts and any subsequent addenda thereto for PROJECT.

5. At the time of providing notice of award, invoice DISTRICT (Attention: Special Projects Section) for TOTAL DISTRICT CONTRIBUTION, subject to and provided that does not exceed a total sum of Two-Hundred Ninety-Eight Thousand Six Hundred Five Dollars (\$298,605) for PROJECT. Invoice shall be supported by a copy of CITY's bid abstracts for PROJECT.

6. Pay the Western Riverside County Regional Conservation Authority CITY's contribution percentage, which is CITY's portion of the mitigation fee per 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP").

7. Procure or cause to be procured insurance coverages during the term of this Agreement. CITY 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 CITY 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. CITY 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.

8. 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 CITY and DISTRICT employees on the site.

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

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

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

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

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

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

SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of CITY's invoices (i) pay all approved CITY invoices and (ii) review and approve associated documents as described in RECITALS and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed, Two-Hundred Ninety-Eight Thousand Six Hundred Five Dollars (\$298,605) for PROJECT.

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

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 Two-Hundred Ninety-Eight Thousand Six Hundred Five Dollars (\$298,605) and shall be used by CITY 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.
3. In the event actual construction cost is less than TOTAL DISTRICT CONTRIBUTION, CITY shall refund unexpended portion of TOTAL DISTRICT CONTRIBUTION 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 construction, inspection, ownership, operation or maintenance of PROJECT.
5. CITY 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 CITY'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. With respect to any action or claim subject to indemnification herein by CITY or CITY's construction contractor(s), CITY or CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT and the County of Riverside. Any such adjustment, settlement, or compromise shall not in any manner whatsoever limit or circumscribe CITY's or CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

7. CITY and CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

8. 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.

9. 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 CITY nor DISTRICT shall assign this Agreement without the written consent of the other Party.

10. 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.

11. 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

CITY OF SAN JACINTO
595 S. San Jacinto Avenue
San Jacinto, CA 92583
Attn: Stuart McKibbin

12. 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.

13. Any waiver by DISTRICT or CITY 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 CITY 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 CITY from enforcing this Agreement.

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

15. 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.

16. 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.

17. 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.

18. 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

JUL 29 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By *Edwin Domingo*
sw 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 *Minh C. Tran*
NAME
Deputy County Counsel

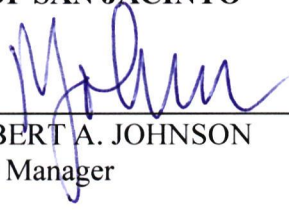
By *Kimberly Rector*
Deputy

(SEAL)

Funding Agreement with City of San Jacinto
Warren Road Minor Drainage Improvement
Project No. 4-0-10005
06/05/25
JC:blj


RECOMMENDED FOR APPROVAL:

CITY OF SAN JACINTO

By 
ROBERT A. JOHNSON
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
CRAIG HAYES
City Attorney

By 
JULIA ESPINOZA
City Clerk

(SEAL)

Funding Agreement with City of San Jacinto
Warren Road Minor Drainage Improvement
Project No. 4-0-10005
06/05/25
JC:bjj

EXHIBIT A

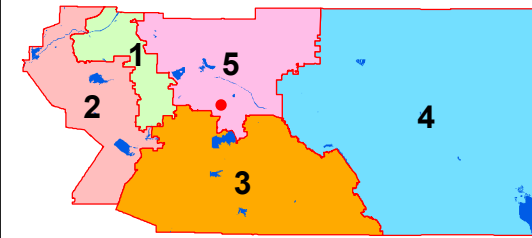
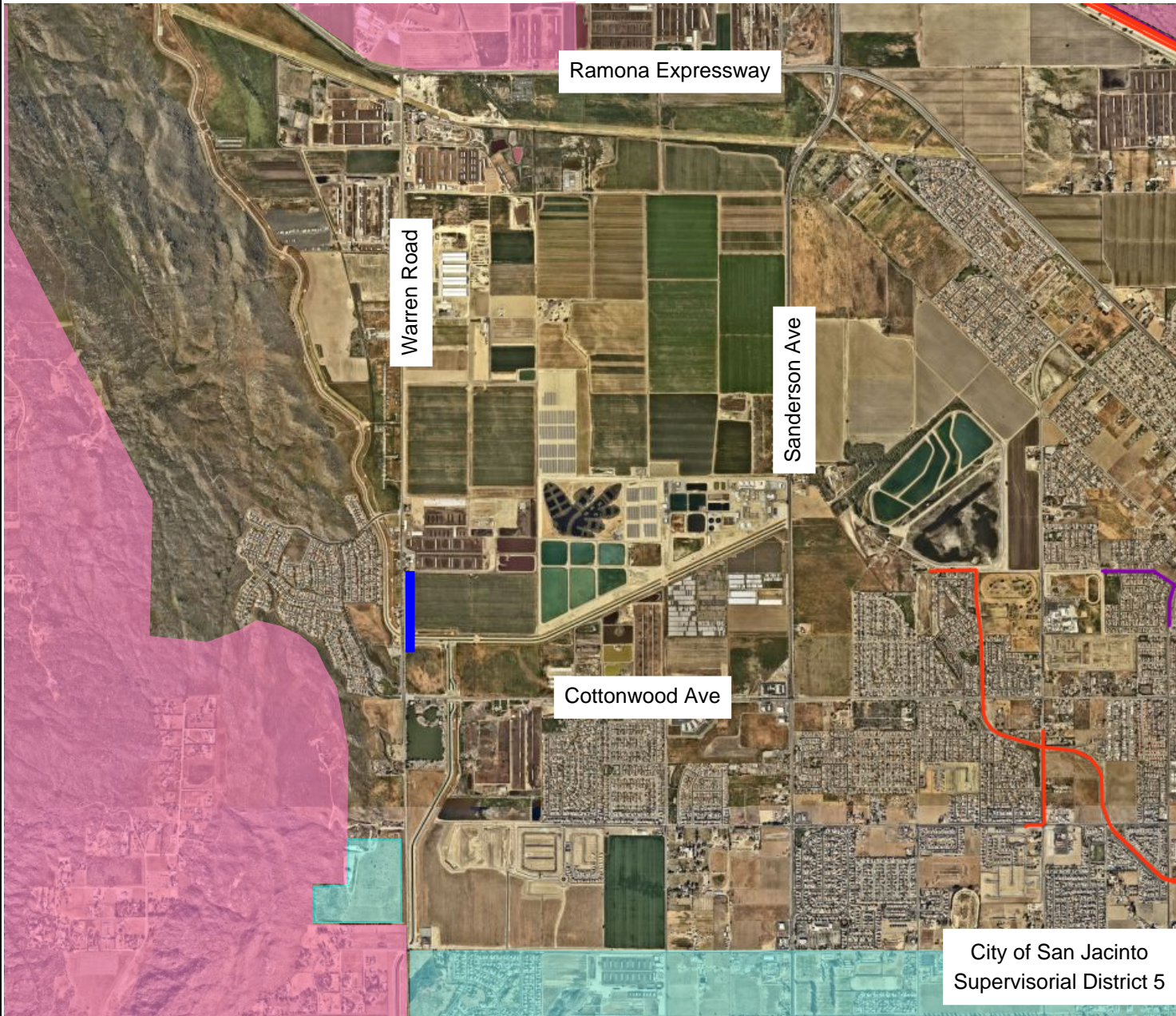


FUNDING AGREEMENT

**WARREN ROAD MINOR DRAINAGE IMPROVEMENT
PROJECT NO. 4-0-10005**

LEGEND

 Warren Road Minor Drainage Improvements



Legend

- County of Riverside
- Project Vicinity
- Supervisorial District
- Existing Facilities
- Pending Acceptance Facilities
- City of Hemet

Description

Warren Road Minor Drainage Improvement
 Project No. 4-0-10005

City of San Jacinto
 Supervisorial District 5



VICINITY MAP

