

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



ITEM: 14.7
(ID # 28576)

MEETING DATE:

Tuesday, August 26, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the San Geronio Pass Water Agency for the Heli-Hydrant Wildfire Suppression System, Project No. 5-0-10003, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 5. [\$300,000 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 San Geronio Pass Water Agency ("SGPWA");
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 Uhley, GENERAL MGR-CHF FLD CNTRL ENG 8/12/2025

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: August 26, 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	\$ 300,000	\$ 0	\$ 300,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25150-947480-536200 Contribution to Non-County Agency - Zone 5 funds (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 SGPWA to manage and coordinate the installation of a Heli-Hydrant Wildfire Suppression System project within its service area.

The Heli-Hydrant Wildfire Suppression System will connect to the municipal water systems within Zone 5 and SGPWA's territory and will be equipped with remote-access valving for helicopter pilots. SGPWA will not construct the Heli-Hydrant systems but will act as a liaison between the local water agencies to manage the Heli-Hydrant project, including funding, administration and project delivery. Additionally, SGPWA, in collaboration with local water partners, including the Riverside County Fire Department, will identify and approve the strategic placement of these hydrants.

The SGPWA is currently installing six Heli-Hydrants with the support of County ARPA funds. This Agreement will fund a seventh Heli-Hydrant tentatively located in the Banning Water Canyon.

County Counsel has approved the Agreement as to legal form, and the SGPWA executed the Agreement on its July 21st meeting agenda. The SGPWA's executed Agreement is forthcoming.

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 SGPWA prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to SGPWA for the construction of the referenced project. It can be seen with certainty that there is no

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possibility the Agreement will have a significant effect on the environment. Therefore, the project is deemed exempt under CEQA.

Impact on Residents and Businesses

The District's financial contribution toward the Heli-Hydrant 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) enable quicker response times during critical fire emergencies, (ii) enhance operational efficiency of emergency services, (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 \$300,000 in funding to SGPWA. Sufficient funding is available in the District's Zone 5 budget for FY 2025-2026 and will be included and updated in the proposed budget in future years as appropriate and necessary.

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

AMR:blj
P8/263037



Douglas Ordóñez Jr. 8/21/2025



Aaron Gettis, Chief of Deputy County Counsel 8/13/2025

**FUNDING AGREEMENT BETWEEN THE
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AND THE SAN GORGONIO PASS WATER AGENCY FOR THE
HELI-HYDRANT WILDFIRE SUPPRESSION SYSTEM
PROJECT NO. 5-0-10003**

This Funding Agreement ("Agreement"), dated as of AUG 26 , 2025, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the SAN GORGONIO PASS WATER AGENCY, a water agency of the State of California ("SGPWA"). DISTRICT and SGPWA are collectively referred to herein as "Parties" and individually as "Party". Parties hereby agree as follows:

RECITALS

A. The San Gorgonio Pass area has a history of major fires. In 2020, the Apple Fire burned 33,000 acres north of the city of Banning. The damage caused from the fire did not stop at the immediate burn sites. The charred land and burnt-up trees caused devastating impacts due to debris flowing down after rain events; and

B. To assist with mitigating future fires in the area, SGPWA retail agencies have the opportunity to construct hydrants for helicopters known as "Heli-Hydrants". Heli-Hydrants are large tanks permanently installed and connected that can be remotely operated by firefighting helicopters in the event of a fire. The Heli-Hydrants would be constructed to interface with existing water infrastructure and would be strategically located to provide optimal coverage; and

C. The Parties wish to construct a Heli-Hydrant system which will be equipped with remote-access valving for helicopter pilots, enabling quicker response times for aerial wildfire support; and

D. SGPWA will not construct the Heli-Hydrant system but will act as a liaison between the local water agencies to manage the Heli-Hydrant project, including funding, administration and project delivery. Additionally, SGPWA will work in conjunction with local water entities, including the Riverside County Fire Department, to identify and obtain approval for the precise placement of the Heli-Hydrants; and

E. SGPWA supports the region's long-term water landscape through agreements with local water districts, which are responsible for securing contracts to construct, own, and maintain infrastructure that ensures a reliable delivery system, enhancing both efficiency and resiliency. SGPWA has established agreements with each participating water retailer to ensure effective management of the funding process; and

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.**

F. SGPWA desires that DISTRICT contribute funding toward the Heli-Hydrant project; and

G. DISTRICT wishes to support the addition of one (1) Heli Hydrant system in SGPWA's service area by providing a financial contribution toward the construction along with associated administrative and ancillary costs subject to the not to exceed amount of Three Hundred Thousand Dollars (\$300,000), hereinafter called "TOTAL DISTRICT CONTRIBUTION"; and

H. DISTRICT wishes to provide only financial assistance to SGPWA and have no other role; and

I. The purpose of this Agreement is to memorialize the mutual understanding by and between SGPWA and DISTRICT with respect to the 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

SGPWA shall:

1. Invoice DISTRICT (Attention: Special Projects Section) for TOTAL DISTRICT CONTRIBUTION upon execution of this Agreement, subject to and provided that, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Thousand Dollars (\$300,000).

2. Ensure the successful completion of all activities related to the implementation, installation, and construction of the Heli-Hydrant project, including, but not limited to, the following:

- i. Cause the preparation, circulation and adoption of all necessary and appropriate the California Environmental Quality Act ("CEQA") documents.
- ii. Cause to be secured all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits and temporary construction easements.

- iii. Cause the advertisement, awarding, and administration in accordance with the relevant provisions of the California Public Contract Code and SGPWA's procurement policies and procedures.
- iv. Cause the payment of the mitigation fees associated with the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") to the Western Riverside County Regional Conservation Authority as fee per 2004 Implementing Agreement for MSHCP.
- v. Cause the procuring and maintaining of the required insurance coverage for the Heli-Hydrant project.
- vi. Cause the construction and inspection of the Heli-Hydrant project.

3. Upon completion of the Heli-Hydrant system construction, provide DISTRICT with a copy of the Notice of Completion issued by the construction contractor for the project, including a detailed breakdown of all costs, including, but not limited to, payment vouchers, approved change orders and other such documents related to the construction of Heli-Hydrant system.

SECTION II

DISTRICT shall:

- 1. Within thirty (30) days after receipt of SGPWA's invoice (i) pay all approved SGPWA invoices as described in RECITALS and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed, Three Hundred Thousand Dollars (\$300,000) for the Heli-Hydrant project.
- 2. Not be responsible to pay any amounts that exceed TOTAL DISTRICT CONTRIBUTION for the Heli-Hydrant project.

SECTION III

It is further mutually agreed:

- 1. Notwithstanding any other provision herein this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Thousand Dollars (\$300,000) and shall be used by SGPWA solely for the Heli-Hydrant project as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent Heli-Hydrant system modifications, extensions or repairs unless agreed to in writing between the Parties.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the Heli-Hydrant project.

3. SGPWA 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 "Indemnites")) from any liability whatsoever, based or asserted upon any acts, omissions or services of SGPWA and SGPWA'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. SGPWA or SGPWA'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 Indemnites 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 SGPWA 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

**SAN GORGONIO PASS WATER
AGENCY**
1210 Beaumont Avenue
Beaumont, CA 92223
Attn: Emmett Campbell,
Senior Water Resources Planner

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

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.

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[Signatures on the following page]


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


AUG 26 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

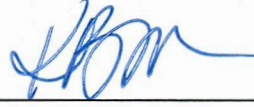
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

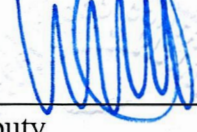
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)


Funding Agreement with San Geronio Pass Water Agency
Heli-Hydrant Wildfire Suppression System
Project No. 5-0-10027
07/03/25
AMR:bj

RECOMMENDED FOR APPROVAL:

SAN GORGONIO PASS WATER AGENCY,
a water agency of the State of California

DocuSigned by:
By 
82EF629E367240E...
LANCE ECKHART
General Manager/Chief Hydrogeologist

ATTEST:

DocuSigned by:
By 
0CA48D98F568410...
MARICELA V. CABRAL
Deputy Board Secretary

(SEAL)

Funding Agreement with San Gorgonio Pass Water Agency
Heli-Hydrant Wildfire Suppression System
Project No. 5-0-10027
07/03/25
AMR:blj

Heli-Hydrant Program in the San Gorgonio Pass

