

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



ITEM: 14.7
(ID # 29031)

MEETING DATE:
Tuesday, October 28, 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 City of Jurupa Valley for the Jurupa Road Channel West of Soto Flooding Study Phase 2, Project No. 1-0-10008, CEQA Exempt per CEQA Guidelines Sections 15061(b)(3) and 15262, District 2. [\$300,000 Not-to-Exceed Cost - District Funds100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Funding Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, and Section 15262, Feasibility and Planning Studies;
2. Approve the Funding Agreement Between the Riverside County Flood Control and Water Conservation District ("District") and the City of Jurupa Valley ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the Funding 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 Funding 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 Funding Agreement to the District.

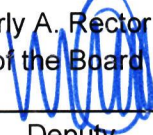
ACTION:Policy


Claudio Padres, ASST CHIEF FLOOD CONTROL ENG 10/7/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel 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: October 28, 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: 25110-947400-536200 Contribution to Non-County Agency - Zone 1 Funds (100%)			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Funding Agreement ("Agreement") sets forth the terms and conditions by which the District will contribute funding to support the City's effort to conduct a drainage study for the design of the westerly side of the Jurupa Channel Soto Avenue Storm Drain ("Study"). The findings of this Study intend to (i) assess and address flooding issues for residents and the larger community along Jurupa Road and (ii) examine drainage patterns in the neighborhood and develop mitigating measures to effectively intercept and convey storm runoff.

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 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."

Additionally, the Agreement is statutorily exempt from CEQA pursuant to CEQA Guidelines Section 15262 (Feasibility and Planning Studies), which exempts "A project involving only feasibility or planning studies for possible future actions which the agency, board or commission has not approved, adopted or funded and does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities." The Study, the subject of this Agreement, is to conduct a drainage study for the design of the westerly side of the Jurupa Channel Soto Avenue Storm Drain to assess and address flooding issues for residents and the broader community along Jurupa Road.

The Agreement does not authorize the findings of the Study for the project. If this Study results in the City to consider implementing any structural or non-structural improvements within the area, such considerations and designs will result in subsequent actions subject to CEQA review and adoption by the City. This Agreement only authorizes the District to contribute funding to

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the City for the purposes of conducting the Study. Therefore, it can be seen with certainty that there is no possibility that the Agreement may have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution toward the City's Study will be funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses.

Additional Fiscal Information

The District is providing up to \$300,000 in funding to the City. Sufficient funding is available in the District's Zone 1 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:rlp
P8/264296



Douglas Ordóñez Jr. 10/20/2025



Aaron Gettis, Chief of Deputy County Counsel 10/15/2025

FUNDING AGREEMENT

Jurupa Road Channel West of Soto Flooding Study, Phase 2
Project No. 1-0-10008

The Funding Agreement ("Agreement"), dated as of OCT 28 2025,

is entered in by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Jurupa Valley, a municipal corporation ("CITY").

DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party".

The Parties hereto agree as follows:

RECITALS

A. CITY plans to conduct a drainage study for the design of the westerly side of the Jurupa Channel Soto Avenue Storm Drain ("DRAINAGE STUDY DESIGN"), as shown in concept on Exhibit "A", attached hereto and made a part hereof. DRAINAGE STUDY DESIGN intends to (i) assess and address flooding issues for residents and the larger community along Jurupa Road and (ii) examine drainage patterns in the neighborhood and develop mitigating measures to effectively intercept and transmit storm runoff; and

B. Due to mutual interest in DRAINAGE STUDY DESIGN, CITY desires DISTRICT to contribute funding, and DISTRICT has budgeted for and is willing to support CITY's efforts by providing funding to better understand the mitigation measures needed to alleviate the sump-condition; and

C. DISTRICT's financial contribution towards DRAINAGE STUDY DESIGN will pay for the costs associated with the preparation and development of DRAINAGE STUDY DESIGN by CITY's selected consultant ("DESIGN STUDY COSTS"). DISTRICT's financial contribution towards DESIGN STUDY COSTS shall not exceed Three Hundred Thousand Dollars (\$300,000), hereinafter called "TOTAL DISTRICT CONTRIBUTION"; and

D. It is in the best interest of the public to proceed with preparation of DRAINAGE STUDY DESIGN at the earliest possible date; and

E. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to DRAINAGE STUDY DESIGN, DESIGN STUDY COSTS and the payment of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

CITY shall:

1. Prepare or cause to be prepared the necessary documents and reports for CITY's selected consultant to begin the preparation of DRAINAGE STUDY DESIGN, in accordance with applicable CITY standards.
2. Keep an accurate accounting of all DESIGN STUDY COSTS and provide this accounting to DISTRICT along with invoices as provided herein. The final accounting of DESIGN STUDY COSTS shall include a detailed breakdown of all costs to CITY, including, but not limited to, payment vouchers to CITY's selected consultant, to establish the actual cost of assessment for CITY.
3. Upon execution of this Agreement and issuance of Notice to Proceed to CITY's selected consultant, issue the first invoice to DISTRICT (Attention: Special Projects Section) for fifty percent (50%) of DESIGN STUDY COSTS, as set forth in Section I.2.
4. Upon the completion of DRAINAGE STUDY DESIGN, issue the final invoice to DISTRICT (Attention: Special Projects Section) for the remaining fifty percent (50%) of DESIGN STUDY COSTS, as set forth in Section I.2, and provide DISTRICT with a copy of CITY's adopted DRAINAGE STUDY DESIGN, payment amount by DISTRICT of the final invoice is subject to the not to exceed TOTAL DISTRICT CONTRIBUTION amount described in Recital C.

5. Be responsible to pay any amount in excess of TOTAL DISTRICT CONTRIBUTION for DESIGN STUDY COSTS.

6. CITY shall be fully responsible for complying with all applicable California public works requirements, including, but not limited to, payment of prevailing wage.

SECTION II

DISTRICT shall:

1. Within thirty (30) calendar days of receipt of CITY's first invoice, pay fifty percent (50%) of DESIGN STUDY COSTS, as set forth in Section I.3.

2. Within thirty (30) calendar days of receipt of CITY's final invoice, pay the remaining fifty percent (50%) of DESIGN STUDY COSTS, as set forth in Section I.4, subject to and the not to exceed TOTAL DISTRICT CONTRIBUTION amount described in Recital C.

3. Not be responsible to pay any amount in excess of TOTAL DISTRICT CONTRIBUTION.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein for this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Thousand Dollars (\$300,000); and shall be used by CITY solely for the preparation of DRAINAGE STUDY DESIGN. No additional funding whatsoever shall be provided by DISTRICT for any subsequent DRAINAGE STUDY DESIGN modifications or scope extensions. In the event the actual cost for DRAINAGE STUDY DESIGN is less than TOTAL DISTRICT CONTRIBUTION (as determined after DISTRICT's receipt of the Notice of Completion), CITY shall refund the difference to DISTRICT within thirty (30) calendar days of completion of CITY's DRAINAGE STUDY DESIGN.

2. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards DRAINAGE STUDY DESIGN as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY. If CITY has executed any third-party contracts for DESIGN STUDY COSTS prior to DISTRICT terminating the Agreement pursuant to this provision, DISTRICT shall compensate CITY for any actual documented costs incurred for work performed by CITY's selected consultant(s) prior to DISTRICT terminating the Agreement.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for DRAINAGE STUDY DESIGN.

4. CITY or CITY's consultant(s) shall indemnify, defend, and hold harmless and require its consultant(s) to indemnify, defend, and hold harmless DISTRICT and the County of Riverside (their Agencies, Districts, Special Districts And Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY or CITY's consultant(s) (including their officers, employees, subcontractors, agents or representatives ("Indemnitors") arising out of or in any way relating to this, 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. CITY or CITY's consultant(s) shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

5. With respect to any action or claim subject to indemnification herein by CITY or CITY's consultant(s), CITY or CITY's consultant(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. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe CITY or CITY's consultant(s) indemnification to Indemnitees as set forth herein.

6. CITY or CITY's consultant(s) obligation hereunder shall be satisfied when CITY or CITY's consultant(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.

7. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY or CITY's consultant(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

8. 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 the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

9. 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.

10. Time is of the essence in pursuing the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including, but not limited to, CITY's failure to pursue the work in a timely

manner, upon providing CITY thirty (30) calendar days written notice stating the extent and effective date of termination.

11. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

13. Any and all notices sent or required to be sent to the 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: Special Projects Section

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Manuel Gonzales
Public Works and
Engineering Department

14. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

15. 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.

16. This Agreement is intended by the 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 the Parties hereto.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to 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 the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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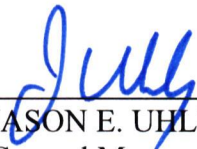
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

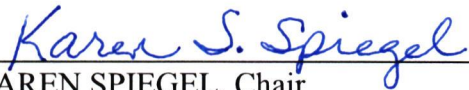
OCT 28 2025

(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

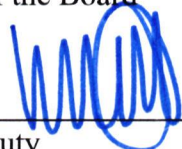
APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy

(SEAL)

Funding Agreement: City of Jurupa Valley
Jurupa Road Channel West of Soto Flooding Study, Phase 2
Project No. 1-0-10008
08/18/25
AMR:blj

RECOMMENDED FOR APPROVAL:

By Rod D. Butler
ROD BUTLER
City Manager

CITY OF JURUPA VALLEY

By [Signature]
BRIAN BERKSON
Mayor

APPROVED AS TO FORM:

By [Signature]
PETER THORSON
City Attorney

(SEAL)
ATTEST:
By [Signature]
MARIA MORRIS, CMC
City Clerk

(SEAL)

Funding Agreement: City of Jurupa Valley
Jurupa Road Channel West of Soto Flooding Study, Phase 2
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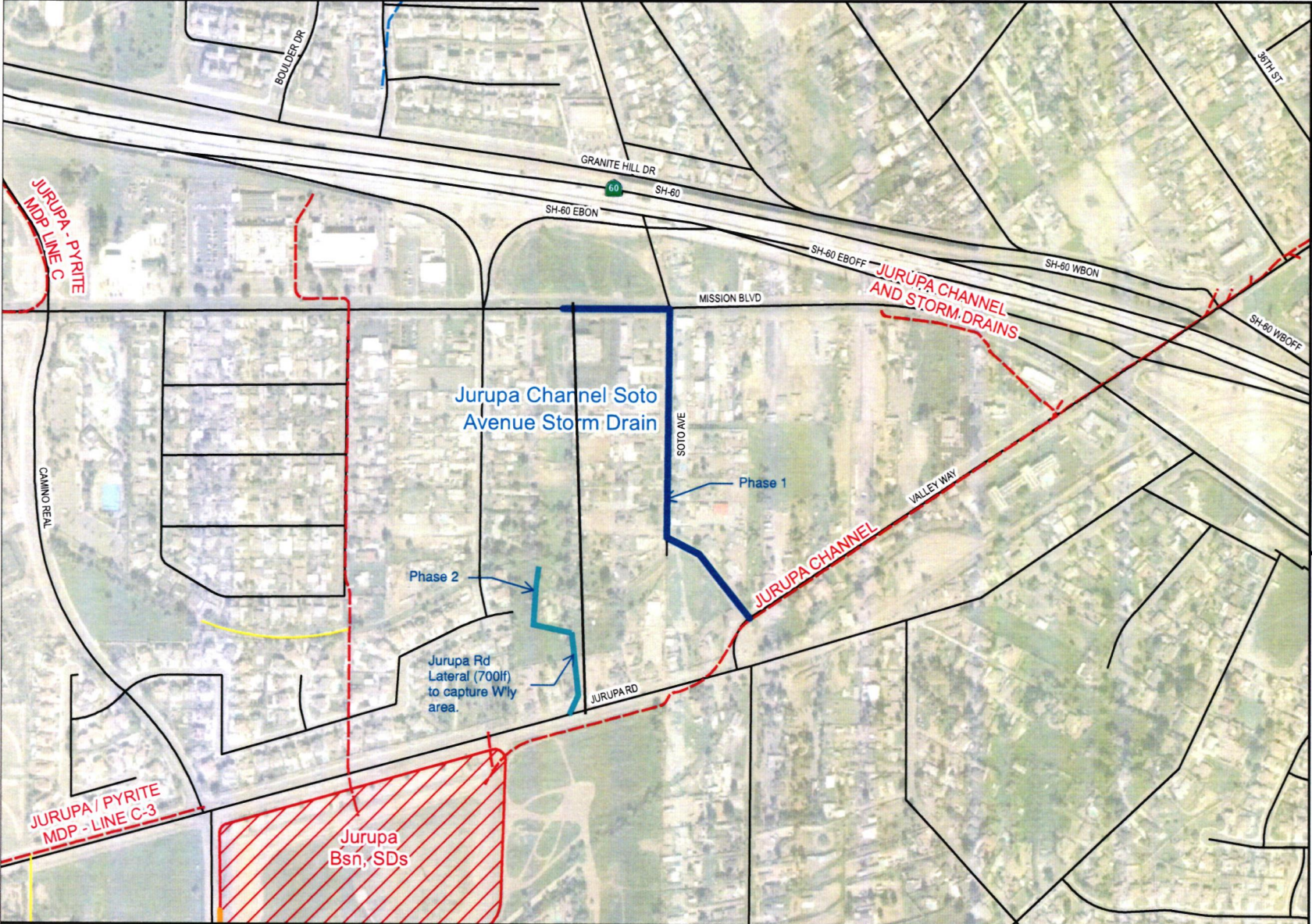








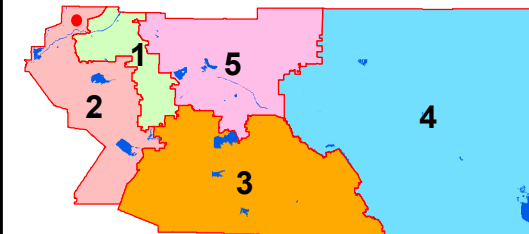
EXHIBIT A

- Legend**
-  Jurupa Channel Soto Avenue Storm Drain
 -  Phase 2 Study Area
 -  Existing Below Ground District Facilities
 -  Un-budgeted District Facilities
 -  Existing Facilities Area
 -  Natural Flowlines



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Jurupa Channel Soto Avenue Storm Drain
 Supervisorial District 2





Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities

Description

Jurupa Road Channel West of Soto
 Flooding Study, Phase 2
 Project No. 1-0-10008



VICINITY MAP

