

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



ITEM: 14.4
(ID # 29224)

MEETING DATE:
Tuesday, December 09, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Funding Agreement Between the Riverside County Flood Control and Water Conservation District and City of Jurupa Valley for the Limonite Avenue Roadway Widening Culvert Design, Project No. 1-0-10007, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 2. [\$140,000 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 City of Jurupa Valley ("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 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 the Agreement documents to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

11/20/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez 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: December 9, 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	\$ 140,000	\$ 0	\$ 140,000	\$ 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: 2025/2026	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will contribute funding to the City for reviewing and/or designing the required culvert improvements based on the flows described in the updated Master Drainage Plan ("Project").

The Project will increase the roadway capacity from two (2) lanes to four (4) lanes in alignment with the City's General Plan. The improvements are intended to enhance traffic circulation and safety along a priority corridor and shall be located within City-held easements or right of way.

County Counsel has approved the Agreement as to legal form, and the City plans to execute the Agreement on its November 20, 2025 meeting agenda. The City'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 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 of the underlying property. 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 provide funding to the City for the construction of the referenced Project. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution toward the City's Project will be funded by ad valorem property tax revenue and entails no new fees, taxed nor bonded indebtedness to residents and businesses. Upon construction completion, the facilities will improve traffic circulation and safety on a priority corridor.

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Additional Fiscal Information

The District is providing up to \$140,000 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.

Funding Summary

FY 2025/2026

Estimated Design Contribution and Administration	\$140,000
<hr/>	
Maximum District Contribution to City of Jurupa Valley	\$140,000

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

MER:rlp
P8/265663



Douglas Cordonez Jr. 12/2/2025



Aaron Gettis, Chief of Deputy County Counsel 11/25/2025

FUNDING AGREEMENT

Limonite Avenue Roadway Widening Culvert Design
Project No. I-0-10007

This Funding Agreement ("Agreement"), dated as of NOV 0 4 2025, 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 Jurupa Valley, 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. CITY has requested assistance from DISTRICT to design a series of culverts underneath Limonite Avenue as part of CITY's Limonite Avenue Road Widening Project ("PROJECT"), as shown in concept on Exhibit "A", attached hereto and made a part hereof.

B. CITY has completed its sixty percent (60%) roadway design plans for the construction, operation and maintenance of PROJECT, and needs support from DISTRICT in reviewing and/or designing the required culvert improvements based on the flows described in the updated Master Drainage Plan, hereinafter called "IMPROVEMENT PLANS".

C. PROJECT is part of CITY's General Plan and aims to increase the roadway capacity from two lanes to four lanes and improve traffic circulation and safety on a priority corridor within CITY.

D. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year ("FY") 2025/2026.

E. CITY desires that DISTRICT contribute funding toward the design of PROJECT.

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.

DEC 0 9 2025 14.4

F. DISTRICT has budgeted for and wishes to support CITY's efforts to design PROJECT by providing a financial contribution toward PROJECT's design along with associated administrative and ancillary costs, subject to the not to exceed amount set forth in RECITALS I.

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

1. One hundred percent (100%) of the design proposal cost to offset CITY's costs associated with the engineering design; hydrology and hydraulic; geotechnical analysis, and potholing, if 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 any fees associated with the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"); and
2. In the event that CITY 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 CITY's administrative costs associated with the design contract administration ("DESIGN ADMIN").

H. Altogether, DESIGN CONTRIBUTION and DESIGN ADMIN, are hereinafter called "TOTAL DISTRICT CONTRIBUTION".

I. TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of One Hundred Forty Thousand Dollars (\$140,000).

J. DISTRICT wishes to provide financial assistance to CITY and support CITY with review and design of the culvert improvements in connection with PROJECT.

K. The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT and obligations of the Parties with respect to the design,

ownership, operation, and maintenance of PROJECT and the payment by DISTRICT of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the above Recitals, the mutual covenants and obligations hereinafter contained, the Parties hereto mutually agree that the above Recitals are true and correct, that the Recitals are hereby incorporated in this Agreement by this reference, and that they hereby agree to the following terms and conditions:

SECTION I

CITY 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 One Hundred Forty Thousand Dollars (\$140,000) for PROJECT.
3. Provide DISTRICT an opportunity to review and approve PROJECT engineering design cost proposal and associated design schedule. As PROJECT design progresses, CITY shall update said design schedule as reasonably requested by DISTRICT.
4. Coordinate with DISTRICT to allow for review and input on IMPROVEMENT PLANS during preparation. CITY shall incorporate DISTRICT's design recommendations as mutually agreed upon prior to finalizing IMPROVEMENT PLANS.
5. 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.

6. Keep an accurate accounting of all design related costs for PROJECT and provide this accounting to DISTRICT along with invoices as provided herein. The final accounting of TOTAL DISTRICT CONTRIBUTION shall include a detailed breakdown of all design costs to CITY, including, but not limited to, payment vouchers to CITY's selected consultant, to establish the actual cost of assessment for CITY.

7. 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 One Hundred Forty Thousand Dollars (\$140,000) for PROJECT.

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. 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.

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

11. 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.

12. Within thirty (30) days of CITY awarding PROJECT construction contract, 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 MSHCP.

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

14. Inspect PROJECT construction or cause CITY's construction manager to inspect PROJECT construction.

15. 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.

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

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

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 the RECITALS

and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed, One Hundred Forty Thousand Dollars (\$140,000) for PROJECT.

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

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 One Hundred Forty Thousand Dollars (\$140,000) and shall be used by CITY solely for the purpose of designing PROJECT as set forth herein, including the design components set forth in Recital G.1. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions, or repair.

3. In the event the actual design costs for PROJECT are less than TOTAL DISTRICT CONTRIBUTION, CITY 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, 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 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 CITY 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

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Paul Toor
Director of Public Works/City
Engineer

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 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.

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 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.

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.

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. This Agreement may be amended or modified only upon written agreement executed by the Parties.

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

11/04/2025
(to be filled in by General Manager-Chief Engineer)

RECOMMENDED FOR APPROVAL:

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

By [Signature]
JASON E. UHLEY
General Manager-Chief Engineer

By [Signature]
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 [Signature]
KRISTINE BELL-VALDEZ
Deputy County Counsel

By [Signature]
Deputy

(SEAL)

Funding Agreement with City of Jurupa Valley
Limonite Avenue Roadway Widening Culvert Design
Project No. I-0-10007
Date 10/30/25

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By Rod B. Butler
ROD B. BUTLER
City Manager

APPROVED AS TO FORM:

ATTEST: Maria Morris
By MARIA MORRIS
City Clerk

By Peter M. Thorson
PETER M. THORSON
City Attorney

(SEAL)

Funding Agreement with City of Jurupa Valley
Limonite Avenue Roadway Widening Culvert Design
Project No. 1-0-10007
Date 10/30/25
MER:blj

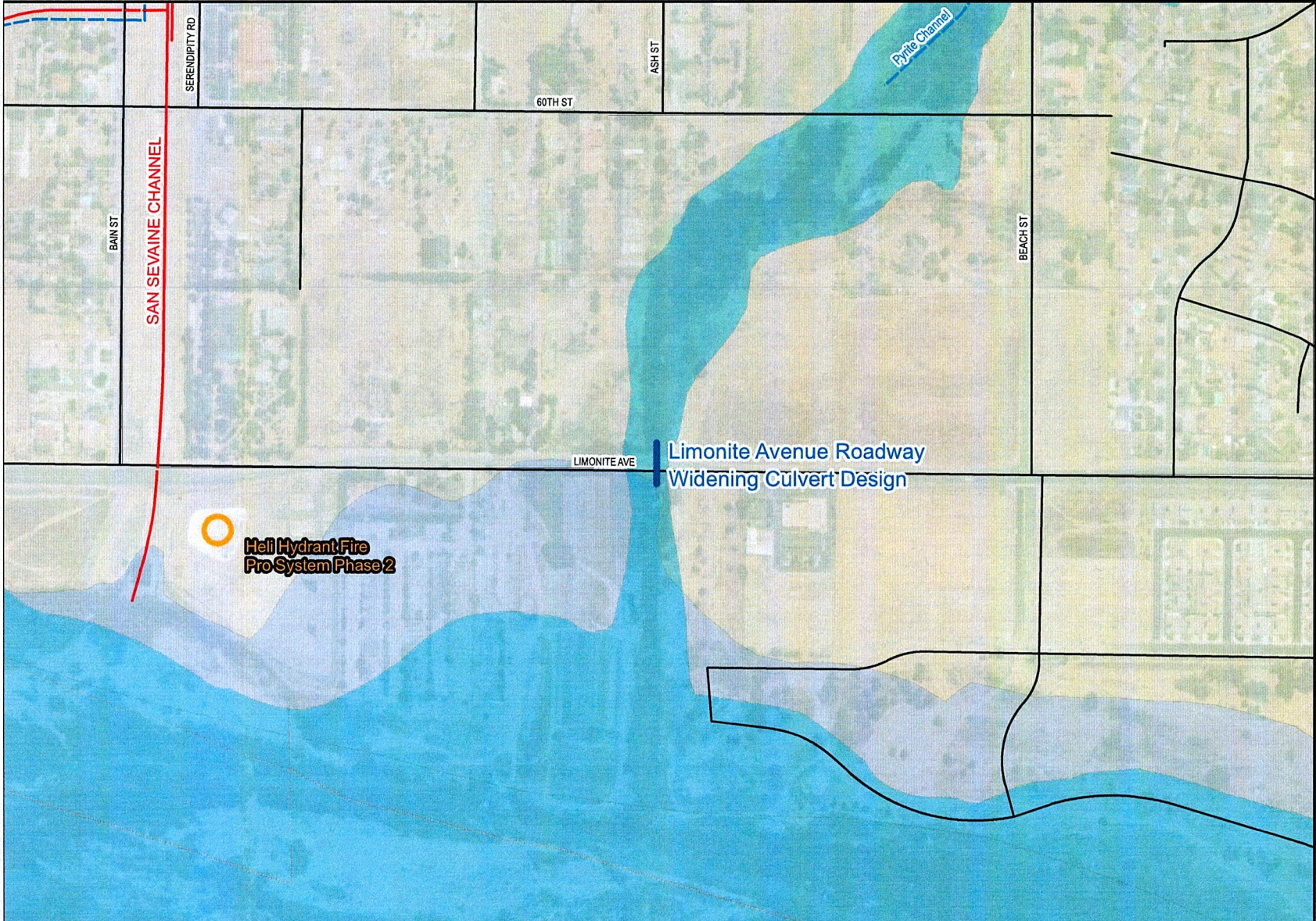
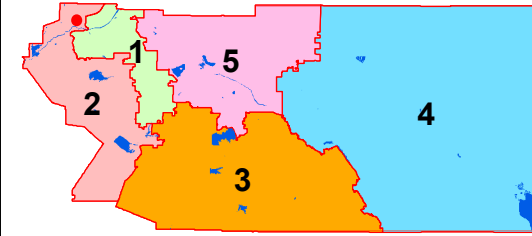


EXHIBIT A



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Limonite Avenue Roadway Widening Culvert Design
Supervisory District 1





Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities

Description

Limonite Avenue Roadway Widening
 Culvert Design
 Project No. 1-0-10007



VICINITY MAP

