

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



ITEM: 14.4
(ID # 30571)

MEETING DATE:
Tuesday, June 23, 2026

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Desert Hot Springs for Desert Hot Springs MDP Line C-1, Stage 1, MS 205, Project No. 6-0-00034, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 4. [\$4,362,326 (Amendment) Cost — District Zone 6 Funding 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment to Funding Agreement (“Amendment”) is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3), the “Common Sense” exemption;
2. Approve the Amendment between the Riverside County Flood Control and Water Conservation District (“District”) and the City of Desert Hot Springs (“City”);
3. Authorize the Chair of the District’s Board of Supervisors (“Board”) to execute the Amendment documents on behalf of the District;
4. Authorize the District’s General Manager-Chief Engineer or designee to take all necessary steps to implement the Amendment, including, but not limited to, negotiating, approving and executing any non-substantive amendments, 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 Amendment to the District.

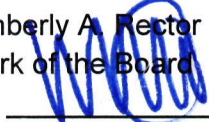
ACTION:Policy


Jason Orley, GENERAL MGR-CHIEF FLD CNTRL ENG 6/7/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: June 23, 2026
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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 3,362,326	\$ 4,362,326	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 6 Funds 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 26/27-30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 7, 2022 [Agenda Item No. 11.1], the District's Board approved a Funding Agreement ("Agreement") by which the District will contribute up to Three Million Eight Hundred Thousand Dollars (\$3,800,000) to the City of Desert Hot Springs ("City") for the design and construction of Desert Hot Springs MDP Line C-1, Stage 1 ("Project") as part of a City administered public works construction contract to provide the necessary flood control and drainage improvements for the immediate adjacent areas.

The cost used in the 2022 agreement was based on preliminary Project scoping. Detailed engineering undertaken since then realigned the Project within Redbud Road public right of way to substantially reduce the impact to private properties, upsized several underground storm drains and inlets, and added remediation at the system outlet. These factors, together with the significant post-COVID construction cost inflation, have increased the Project's overall cost. District engineers have reviewed the updated design and costs in detail and confirmed they are appropriate and justified.

This Amendment is necessary to change the District's financial contribution to the City for the Project from the original not to exceed amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000) to Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026).

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

Prev. Agn. Ref. MT 18810, 11.1 of 06/07/2022

Environmental Findings

The Amendment is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), 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 Amendment 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

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

actions subject to CEQA by the City prior to construction. The original Agreement establishes the terms by which the District will contribute funding to the City and assume ownership and responsibility for operation and maintenance of completed facilities that are greater than 36 inches in diameter. Therefore, it can be seen with certainty that there is no possibility the Amendment will have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution toward 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 Project will alleviate ongoing flooding problems and reduce sediment and debris, which will benefit the homes and businesses in the area.

Additional Fiscal Information

In the original Funding Agreement approved by the District's Board in June 2022, the District was to contribute up to Three Million Eight Hundred Thousand Dollars (\$3,800,000) to the City for the design and construction of the Project. This Amendment increases the District's not-to-exceed contribution to the City by Four Million Two Hundred Eighteen Thousand Twenty-Six Dollars (\$4,218,026) to cover its financial contribution to the Project due to higher than anticipated construction costs.

The original contract amount for the Funding Agreement and the costs of the Amendment are summarized below:

Funding Summary

Original Funding Agreement

Estimated Design and Administration Contribution	\$	760,000
Estimated Construction Contribution	\$	3,040,000
<hr/>		
Maximum District Contribution to the City	\$	3,800,000
Estimated MSHCP Mitigation Fee	\$	91,200
(3% of Estimated Construction Contribution)		
<hr/>		
Total Estimated District Cost	\$	3,891,200

Amendment

Updated Design and Administration Contribution	\$	513,449
Updated Construction Contribution	\$	7,504,577
Updated Maximum District Contribution to the City	\$	8,018,026
Updated MSHCP Mitigation Fee	\$	235,500
(3% of Estimated Construction Contribution)		
<hr/>		
Total Amended District Cost	\$	8,253,526

Total Amended District Cost	\$	8,253,526
- (Total Estimated District Cost)	\$	3,891,200
<hr/>		
Difference Between Original Agreement and Amendment	\$	4,362,326

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

SOURCE OF FUNDS:

- 25160-947500-536200 Contribution to Non-County Agency — Zone 6
- 25160-947500-523220 License and Permits — Zone 6

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to Funding Agreement

YC:bjj
P8/269534

  
Douglas Ordóñez Jr. 6/15/2026


Aaron Gettis, Chief Deputy County Counsel 6/10/2026

FIRST AMENDMENT TO FUNDING AGREEMENT

Desert Hot Springs MDP Line C-1, Stage 1

Project No. 6-0-00034

MS 205

This First Amendment to Funding Agreement ("First Amendment"), dated as of JUN 23 2026, 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 DESERT HOT SPRINGS, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party".

The Parties hereby agree as follows:

RECITALS

A. DISTRICT and CITY have entered into that certain Funding Agreement dated June 7, 2022 DISTRICT's Board Agenda Item No. 11.1, hereinafter called "Original Agreement", to support the Desert Hot Springs MDP Line C-1, Stage 1 project ("PROJECT"), which will mitigate ongoing residential and street flooding from the intersections of Deodar Avenue and Redbud Road to Panorama Drive and Calle Amapola in the city of Desert Hot Springs. PROJECT will also reduce the amount of sediment and debris that is transported from the northern properties to the southern properties and Hacienda Avenue, one of CITY's main east to west streets.

B. Pursuant to the Original Agreement, DISTRICT desired to contribute a total amount not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000) to CITY toward PROJECT.

C. Since the execution of the Original Agreement, PROJECT costs have increased, due to higher than anticipated design and construction costs. Therefore, due to mutual interests, CITY and DISTRICT now wish to increase DISTRICT's total contribution from the previous not to exceed amount of Three Million Eight Hundred Thousand Dollars (\$3,800,000)

to the new total not to exceed amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT.

D. Original Agreement together with the First Amendment are collectively referred to herein as "AGREEMENT. "

E. Section III.20 of Original Agreement specifies that any alternation or variation of terms are subject to the written consent of Parties thereto.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree to amend Original Agreement as follows:

1. RECITALS F of Original Agreement is hereby amended to read:
 "DISTRICT is willing to provide Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) toward PROJECT. All excess costs shall be borne by CITY."
2. Last sentence in RECITALS H of Original Agreement is hereby amended to read:
 "TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026); and"
3. SECTION I.2 of Original Agreement is hereby amended to read:
 "Upon execution of this Agreement, issue a first invoice to DISTRICT (Attn: Special Projects Section) for fifty percent of DESIGN CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."
4. SECTION I.4 of Original Agreement is hereby amended to read:

"Issue a second invoice to DISTRICT (Attn: Special Projects Section) for the remaining fifty percent of DESIGN CONTRIBUTION, after IMPROVEMENT PLANS have been signed by all Parties, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

5. SECTION I.15 of Original Agreement is hereby amended to read:

"At the time of providing written notice of the award of a construction contract as set forth in Section I.14, issue a third invoice to DISTRICT (Attention: Special Projects Section) for the payment of CONSTRUCTION CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

6. SECTION I.16 of Original Agreement is hereby amended to read:

"At the time of providing written notice of the award of a construction contract as set forth in Section I.14, issue a fourth invoice to DISTRICT (Attention: Special Projects Section) for the payment of CONSTRUCTION ADMINISTRATION CONTRIBUTION as specified in Section I.9, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

7. Last sentence in SECTION I.30 of Original Agreement is hereby amended to read:

"TOTAL DISTRICT CONTRIBUTION shall not exceed Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

8. SECTION II.2 of Original Agreement is hereby amended to read:

"Within thirty business days of receiving CITY's first invoice to DISTRICT, pay CITY for fifty percent of DESIGN CONTRIBUTION as set forth in Section I.2, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

9. SECTION II.4 of Original Agreement is hereby amended to read:

"Within thirty business days of receiving CITY's second invoice to DISTRICT, pay CITY for the remaining fifty percent of DESIGN CONTRIBUTION following the signing of IMPROVEMENT PLANS as set forth in Section I.4, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

10. Last sentence in SECTION II.9 of Original Agreement is hereby amended to read:

"This amount is separate and apart from the Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) PROJECT amount."

11. SECTION II.10 of Original Agreement is hereby amended to read:

"Within thirty business days of receiving CITY's third invoice to DISTRICT, pay CITY for CONSTRUCTION CONTRIBUTION as set forth in Section I.15, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

12. SECTION II.11 of Original Agreement is hereby amended to read:

"Within thirty business days of receiving CITY's fourth invoice to DISTRICT, pay CITY for CONSTRUCTION ADMINISTRATION CONTRIBUTION as set forth in Section I.16, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT."

13. SECTION III.1 of Original Agreement is hereby amended to read:

"Notwithstanding any other provision herein this agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Eight Million Eighteen Thousand Twenty-Six Dollars (\$8,018,026) for PROJECT and shall be used by CITY solely for the purpose of the design and construction of said PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs."

14. Except to the extent specifically deleted, added to or amended herein, all of the terms, covenants and conditions of said Original Agreement executed on June 7, 2022 shall remain in full force and effect between Parties hereto.

15. This First Amendment shall not be binding or consummated until its approval by DISTRICT's Board of Supervisors and fully executed by Parties.

16. This First Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this First Amendment 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 First Amendment. The Parties further

agree that the electronic signatures of the Parties included in this First Amendment 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.

//

//

In WITNESS WHEREOF, the Parties hereto have executed this First Amendment on


JUN 23 2026

(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

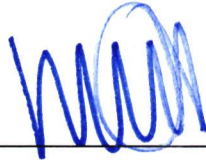
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to Funding Agreement with City of Desert Hot Springs
Desert Hot Springs MDP Line C-1, Stage 1
Project No. 6-0-00034
04/16/26
YC:blj

RECOMMENDED FOR APPROVAL:

CITY OF DESERT HOT SPRINGS

By *Doria Wilms*
Doria Wilms (May 21, 2026 09:38:40 PDT)
DORIA WILMS
City Manager

APPROVED AS TO FORM:

ATTEST:

By *Jennifer Mizrahi*
Jennifer Mizrahi (May 19, 2026 16:17:09 PDT)
JENNIFER MIZRAHI
City Attorney

By *Jerryl Soriano*
Jerryl Soriano (May 21, 2026 10:03:25 PDT)
JERRYL SORIANO
City Clerk

(SEAL)

First Amendment to Funding Agreement with City of Desert Hot Springs
Desert Hot Springs MDP Line C-1, Stage 1
Project No. 6-0-00034
04/16/26
YC:blj










First Amend Funding AG - DHS MDP LINE C-1,1 (FINAL Clean)

Final Audit Report

2026-05-21

Created:	2026-05-12
By:	CD Admin (cdadmin@cityofdhs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAziTiNLnThu5NaITUF049-ICFjI910bbw

"First Amend Funding AG - DHS MDP LINE C-1,1 (FINAL Clean)" History

-  Document created by CD Admin (cdadmin@cityofdhs.org)
2026-05-12 - 8:34:56 PM GMT- IP address: 72.34.118.4
-  Document emailed to jennifer.mizrahi@streamkim.com for signature
2026-05-12 - 8:35:01 PM GMT
-  Email sent to jennifer.mizrahi@streamkim.com bounced and could not be delivered
2026-05-12 - 8:35:14 PM GMT
-  CD Admin (cdadmin@cityofdhs.org) replaced signer jennifer.mizrahi@streamkim.com with Jennifer (jmizrahi@colehuber.com)
2026-05-12 - 8:44:45 PM GMT- IP address: 72.34.118.4
-  Document emailed to Jennifer (jmizrahi@colehuber.com) for signature
2026-05-12 - 8:44:45 PM GMT
-  Email viewed by Jennifer (jmizrahi@colehuber.com)
2026-05-12 - 8:47:44 PM GMT- IP address: 13.216.0.172
-  Email viewed by Jennifer (jmizrahi@colehuber.com)
2026-05-19 - 11:16:49 PM GMT- IP address: 104.47.59.254
-  Signer Jennifer (jmizrahi@colehuber.com) entered name at signing as Jennifer Mizrahi
2026-05-19 - 11:17:07 PM GMT- IP address: 76.80.105.166
-  Document e-signed by Jennifer Mizrahi (jmizrahi@colehuber.com)
Signature Date: 2026-05-19 - 11:17:09 PM GMT - Time Source: server- IP address: 76.80.105.166 - Signature Appearance Selected: TYPE

 Document emailed to Doria Wilms (dwilms@cityofdhs.org) for signature

2026-05-19 - 11:17:10 PM GMT

 Email viewed by Doria Wilms (dwilms@cityofdhs.org)

2026-05-20 - 3:26:45 AM GMT- IP address: 146.75.146.0

 Document e-signed by Doria Wilms (dwilms@cityofdhs.org)

Signature Date: 2026-05-21 - 4:38:40 PM GMT - Time Source: server- IP address: 72.34.118.4 - Signature Appearance Selected: TYPE

 Document emailed to jsoriano@cityofdhs.org for signature

2026-05-21 - 4:38:42 PM GMT

 Email viewed by jsoriano@cityofdhs.org

2026-05-21 - 5:02:44 PM GMT- IP address: 72.34.118.4

 Signer jsoriano@cityofdhs.org entered name at signing as Jerryl Soriano

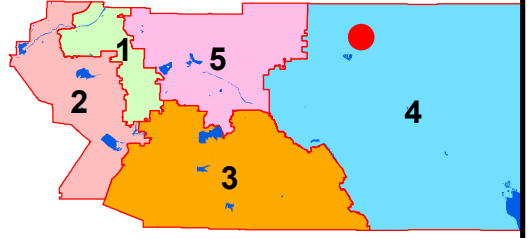
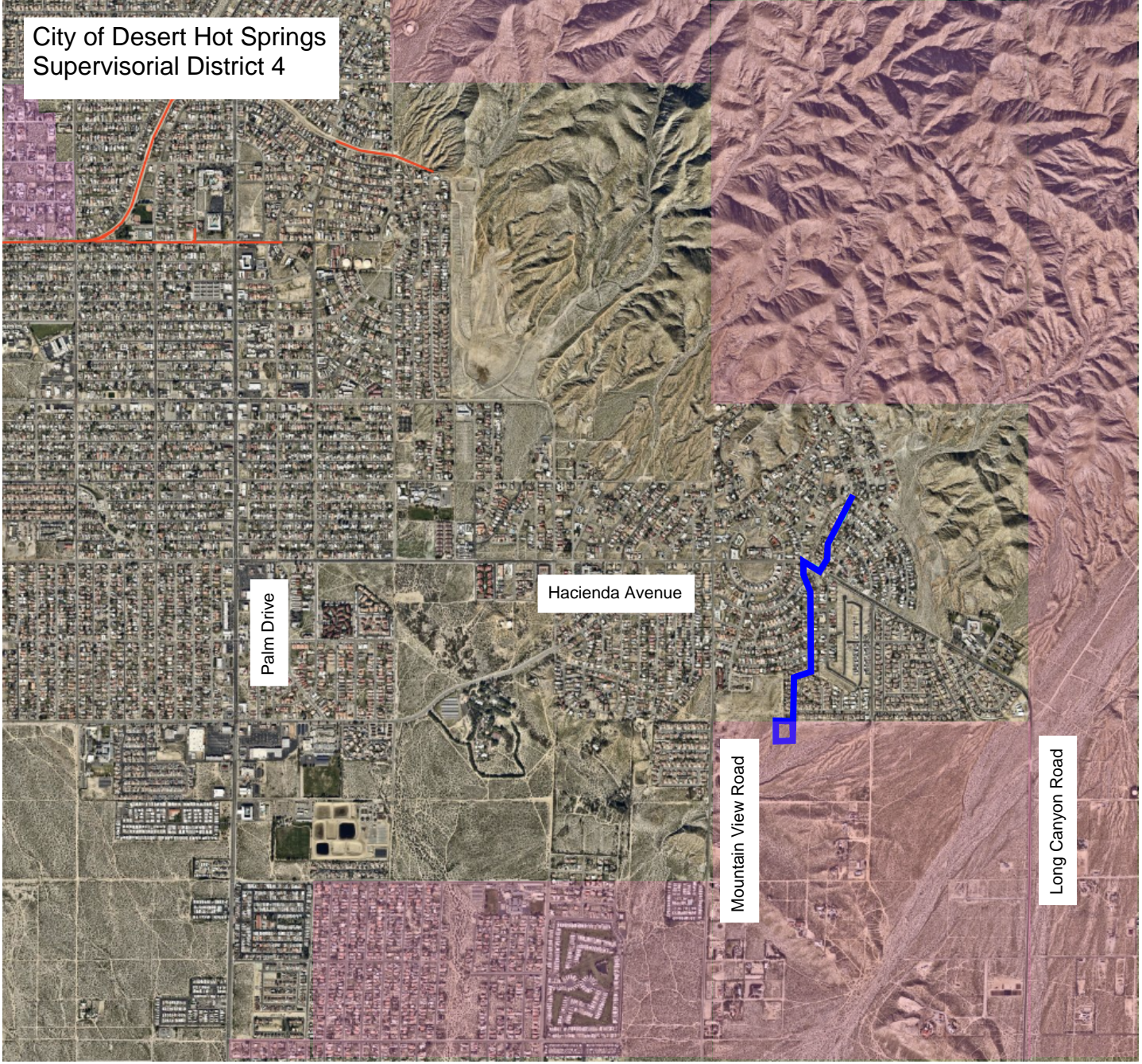
2026-05-21 - 5:03:23 PM GMT- IP address: 72.34.118.4

 Document e-signed by Jerryl Soriano (jsoriano@cityofdhs.org)





Signature Date: 2026-05-21 - 5:03:25 PM GMT - Time Source: server- IP address: 72.34.118.4 - Signature Appearance Selected: TYPE

 Agreement completed.

2026-05-21 - 5:03:25 PM GMT



Legend

-  Project Vicinity
-  Existing Facilities
-  County of Riverside
-  Supervisorial District

Description

Desert Hot Springs MDP -
 Line C-1, Stage 1
 MS 205
 Project No. 6-0-00034



VICINITY MAP

