

**SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



703

FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
December 16, 2014

SUBJECT: CalMat Natural Resources Site Vegetation Restoration Project – Agreement for Services between the Riverside County Regional Park and Open-Space District and Santa Ana Watershed Association for Specialty Habitat Restoration – District 5; [\$223,892] [State of CA OHV Grant, Fund 25440]

RECOMMENDED MOTION: That the Board of Directors:

1. Authorize the attached "Sole Source Procurement Request" document for the Santa Ana Watershed Association for the Specialty Habitat Restoration at the CalMat Site as approved by the Riverside County Purchasing Agent; and
2. Approve the Agreement for Services between the Riverside County Regional Park and Open-Space District and the Santa Ana Watershed Association for Specialty Habitat Restorations Services and authorize the Chairman of the Board to execute five (5) copies of the Agreement on behalf of the District; and
3. Direct the Clerk of the Board to return four (4) copies of the executed Agreement to Riverside County Regional Park and Open-Space District; and
4. Direct the Auditor-Controller to make the budget adjustments shown on Schedule A.

[Signature]
Scott Bangle
General Manager

2015-019D MB

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 223,892	\$ 0	\$ 223,892	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: State of California Off Highway Vehicle Grant Fund 25440	Budget Adjustment: Yes For Fiscal Year: 2014-2015
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C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Benoit, seconded by Director Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended with the exception of the budget adjustment which will return for approval at a future date.

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 13, 2015
xc: Parks

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 5

Agenda Number:

13-2

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 12-22-14
DATE: ANITA C. WILLIS

Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *[Signature]* 12/23/14
Esteban Hernandez

- A-30
- 4/5 Vote
- Positions Added
- Change Order

**SUBMITTAL TO THE BOARD OF DIRECTORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: CalMat Natural Resources Site Vegetation Restoration Project – Agreement for Services between
the Riverside County Regional Park and Open-Space District and Santa Ana Watershed Association for
Specialty Habitat Restoration – District 5; [\$223,892] [State of CA OHV Grant, Fund 25440]**

DATE: December 16, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

On April 1, 2014, by Minute Order 13-2D the Board approved a Grant Agreement between the Riverside County Regional Park and Open-Space District (District) and the State of California Department of Natural Resources, Department of Parks and Recreation, Off Highway Motor Vehicle Division (State) to restore native vegetation and rehabilitate open-space lands damaged due to unregulated off-highway vehicle use. The application focused on a two hundred and sixty-eight acre site located along Jack Rabbit at Gilman Springs Road in the unincorporated area of western Riverside County. The property is owned by the Regional Conservation Authority (RCA) and is listed in their inventory of open-space areas as "CalMat". The site is managed as natural open-space by the District by agreement with RCA. It is the District's intent to scarify the existing compacted illegal OHV riding trails, remove invasive vegetation and re-vegetate using native plant materials.

The District has secured the "right to enter" the property to perform the restoration work from the RCA. It has fenced the site, gated the perimeter access points and unregulated trails, and posted signage to warn against unregulated use and trespass.

The District is ready to progress to the next phase of this project, vegetation restoration. Due to the scale of the project and its location, the District requires the services of a firm having a specialization in habitat restoration and detailed knowledge of the area. The District identified three firms in the Riverside vicinity who met this criteria. The firms were contacted and assessed in terms of project familiarity and demonstrated experience in specialized habitat restoration. The Santa Ana Watershed Association (SAWA) was the only organization having extensive experience with habitat restoration in the project area and had completed similar restoration projects for the RCA on adjacent lands. The District believed SAWA had the unique qualifications, knowledge, skill set and infield services to complete this project and drafted a "Sole Source Procurement Request" (Attachment "A"). SAWA provided a quote in the amount of \$223,892, which the District believes is consistent with industry standard for this type of work. The County Purchasing Agent reviewed the request and approved it. The District is requesting the Board's concurrence and approval of the "Sole Source Procurement Request" by authorizing this agreement for the SAWA's services on this project.

Impact on Citizens and Businesses

The impact on the residents and businesses is negligible. The project is an open-space vegetation and a habitat restoration effort to repair damaged caused by unregulated OHV use on established RCA lands.

SUPPLEMENTAL:

ADDITIONAL FISCAL INFORMATION:

The project is funded by the California Department of Natural Resources, Department of Parks and Recreation, Off Highway Motor Vehicle Division and has no impact on County funds.

Contract History and Price Reasonableness:

SAWA has a demonstrated history with the RCA and based on the District staff's due diligence has the knowledge and skill and ability to provide a successful complete project.

County Counsel has approved the agreement as to form.

Attachments:

Agreement for Services

Sole Source Procurement Request

Schedule A

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
AGREEMENT FOR SERVICES
SANTA ANA WATERSHED ASSOCIATION

This Agreement for Services ("Agreement") is made this 10th, **day of December**, 2014, by and between the **Riverside County Regional Park and Open-Space District**, a special district (DISTRICT) with its headquarters located at 4600 Crestmore Road, Jurupa Valley, CA 92509, Riverside, California, 92503, and the **Santa Ana Watershed Association**, a California non-profit corporation, at 450 E. Alessandro Blvd., Riverside, California 92517 (CONSULTANT) address is P.O. Box 5407, Riverside, California 92517.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties to this Agreement:

- DISTRICT desires to engage the professional services of CONSULTANT to perform such professional consulting services as described in this Agreement;
- CONSULTANT agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to DISTRICT that CONSULTANT possesses the necessary skills, qualifications, personnel, and equipment to provide such services; and
- The services to be performed by CONSULTANT shall be specifically described in one or more written Task Orders as described in this Agreement to DISTRICT pursuant to this Agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing Recitals and mutual covenants contained herein, DISTRICT and CONSULTANT agree to the following:

ARTICLE I
TERM OF AGREEMENT

1.01 This Agreement shall become effective on the date first above written and shall continue until **May 30, 2015**, unless extended or sooner terminated as provided for herein.

ARTICLE II
SERVICES TO BE PERFORMED

2.01 CONSULTANT agrees to provide such professional consulting services as described in the Agreement for the CALMAT Site Vegetation Restoration Project. CONSULTANT shall render each assignment provided on the Master List of Project Tasks, EXHIBIT "A", attached hereto and by this reference incorporated herein, in the form of a written 'Task Order'. Each such Task Order shall include, but shall not be limited to, a description of the nature and scope of the services to be performed by CONSULTANT, the amount of compensation to be paid, and the expected time of completion.

2.02 CONSULTANT may, at CONSULTANT's sole cost and expense, employ such competent and qualified independent professional associates, subcontractors, agents, and consultants as CONSULTANT deems necessary to perform each assignment; provided that CONSULTANT shall not subcontract any work to be performed without the prior written consent of DISTRICT.

JAN 13 2015 | 3-2D

ARTICLE III COMPENSATION

3.01 In consideration for the services to be performed by CONSULTANT, DISTRICT agrees to pay CONSULTANT as provided for in each written 'Task Order'.

3.02 Each Task Order shall specify a total not-to-exceed sum of money and shall be based upon the regular hourly rates customarily charged by CONSULTANT to its clients, which may require payment of prevailing wage, unless otherwise provided as a lump sum amount due for such services.

3.03 CONSULTANT shall not be compensated for any services rendered nor reimbursed for any expenses incurred in excess of those authorized in any 'Task Order' unless approved in advance by the **Board** of the DISTRICT in writing. If further work is needed or requested by the DISTRICT, this Agreement must be amended and approved by the Board of the DISTRICT for such further work is required before any such further work is to be performed by the CONSULTANT. CONSULTANT shall provide a written estimate of the costs for the further work before an amendment to this Agreement is submitted for Board approval.

3.04 Unless otherwise provided for in any 'Task Order' issued pursuant to this Agreement, payment of compensation earned shall be made in quarterly payments after receipt from CONSULTANT of a timely, detailed, corrected, written invoice describing, without limitation, the services performed, when such services were performed, the time spent performing such services, the hourly rate charged therefore, and the identity of individuals performing such services for the benefit of DISTRICT. Such invoices shall also include a detailed itemization of expenses incurred. Upon approval by an authorized Riverside County employee, DISTRICT will pay within 30 days after receipt of a valid invoice from CONSULTANT.

ARTICLE IV CONSULTANT OBLIGATIONS

4.01 CONSULTANT agrees to perform all assigned services in accordance with the terms and conditions of this Agreement, including those specified in each 'Task Order'. In performing the services required by this Agreement and any related 'Task Order', CONSULTANT shall comply with all local, state and federal laws, rules and regulations. CONSULTANT shall also obtain and pay for any permits required for the services it performs under this Agreement and any related 'Task Order'. CONSULTANT shall be reimbursed by DISTRICT for the costs associated with any permits required for services provided under this Agreement.

4.02 Except as otherwise provided for in each 'Task Order', CONSULTANT will supply all personnel and equipment required to perform the assigned services.

4.03 CONSULTANT shall be solely responsible for the health and safety of its employees, agents and subcontractors in performing the services assigned by DISTRICT. CONSULTANT hereby covenants and agrees to procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

4.03a If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the DISTRICT, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

4.03b Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence for each such policy. Such policy shall name

DISTRICT, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to DISTRICT, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by DISTRICT under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable;

4.03c Obtain a policy of Professional Liability (errors and omissions) insurance appropriate to the CONSULTANT's profession in a minimum amount of \$2,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by CONSULTANT, its employees, agents and subcontractors in the performance of any services for DISTRICT. Architects' and engineers' coverage shall include contractual liability;

4.03d Obtain a policy of Employer's Liability insurance in a minimum amount of \$1,000,000.00 per accident for bodily injury and property damage.

4.03e Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program in an amount and form required by the State of California and the Employer's Liability Insurance that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the CONSULTANT and all risks to such persons or entities;

4.03f CONSULTANT shall require any subcontractor that CONSULTANT uses for work performed for DISTRICT under this Agreement or related Task Order to obtain the insurance coverages specified above.

4.03g CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may seek to require from CONSULTANT by virtue of the payment of any loss. CONSULTANT shall obtain an endorsement that may be necessary to give effect to this waiver of subrogation. In addition, the Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of DISTRICT for all work performed by CONSULTANT, and its employees, agents and subcontractors.

4.03h. General Insurance Provisions.

i.) All such insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of not less than A: VIII (A:8), and authorized and admitted to do business in, and regulated by, the State of California. If the insurance company is not admitted in the State of California, it must be on the List of Eligible Surplus Line Insurers (LESLI), shall have a minimum A.M. Best rating of A-8, and shall be domiciled in the United States, unless otherwise approved by DISTRICT in writing. Each such policy of insurance shall expressly provide that it shall be primary and noncontributory with any policies carried by DISTRICT and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of DISTRICT that might otherwise result in forfeiture of coverage. Evidence of all insurance coverage shall be provided to DISTRICT prior to issuance of the first 'Task Order'. Such policies shall provide that they shall not be canceled or amended without 30 day prior written notice to DISTRICT.

ii.) CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto,

showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until the DISTRICT has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

iii.) It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be construed as primary insurance, and the DISTRICT or the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

iv.) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein; if, in the County's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

v.) CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

vi.) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

vii.) CONSULTANT agrees to 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.

4.04 The CONSULTANT agrees to and shall indemnify and hold harmless the DISTRICT, its directors, officers, Board of Directors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from:

A. All liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of professional services under this Agreement; and

B. All liability, including but not limited to, loss, suits, damage, claims and demands, based upon any alleged or actual act, error, omission, or occurrence of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of, in connection with, resulting from conditions created by CONSULTANT, caused by the CONSULTANT's performance or failure of performance of any work or services, other than professional services covered under Section 'A' above, under this Agreement.

As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnities.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT 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 without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnities as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnities the appropriate form of dismissal relieving Indemnities from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless Indemnities from third party claims.

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 the CONSULTANT from indemnifying the DISTRICT or the County to the fullest extent allowed by law.

4.05 In the event CONSULTANT is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished with a registered professional engineer's number and shall conform to local, state and federal laws, rules and regulations. CONSULTANT shall obtain all necessary permits and approvals in connection with this Agreement, any 'Task Order' or Change Order. However, in the event DISTRICT is required to obtain such an approval or permit from another governmental entity, CONSULTANT shall provide all necessary supporting documents to be filed with such entity, and shall facilitate the acquisition of such approval or permit.

ARTICLE V

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT OBLIGATIONS

5.01 Riverside County Regional Park and Open-Space District shall:

5.01a Furnish all existing studies, reports and other available data pertinent to each 'Task Order' that are in DISTRICT's possession;

5.01b Designate a person to act as liaison between CONSULTANT and the General Manager of the DISTRICT or designee.

ARTICLE VI

ADDITIONAL SERVICES, CHANGES AND DELETIONS

6.01 During the term of this Agreement, DISTRICT may, from time to time and without affecting the validity of this Agreement or any 'Task Order' issued pursuant thereto, order changes, deletions, and additional services by the issuance of written Change Orders authorized and approved by the General Manager of the DISTRICT or designee so long as such change orders do not prompt the need for an amendment to this Agreement.

6.02 In the event CONSULTANT performs additional or different services than those described in any 'Task Order' or authorized Change Order without the prior written approval of the Board of the DISTRICT or designee, CONSULTANT shall not be compensated for such services.

6.03 CONSULTANT shall promptly advise DISTRICT as soon as reasonably practicable upon gaining knowledge of a condition, event, or accumulation of events, which may affect the scope and/or cost of services to be provided pursuant to this Agreement. All proposed changes, modifications, deletions, and/or requests for additional services shall be reduced to writing for review and approval or rejection by the **Board** of the DISTRICT or designee.

6.04 In the event that DISTRICT orders services deleted or reduced, compensation shall be deleted or reduced by a comparable amount as determined by DISTRICT and CONSULTANT shall only be compensated for services actually performed. In the event additional services are properly authorized, payment for the same shall be made as provided in Article III above.

ARTICLE VII **CONSTRUCTION PROJECTS: CONSULTANT CHANGE ORDERS**

7.01 In the event DISTRICT authorizes CONSULTANT to perform construction management services for DISTRICT, CONSULTANT may determine, in the course of providing such services, that a Change Order should be issued to the construction contractor, or CONSULTANT may receive a request for a Change Order from the construction contractor. CONSULTANT shall, upon receipt of any requested Change Order or upon gaining knowledge of any condition, event, or accumulation of events, which may necessitate issuing a Change Order to the construction contractor, promptly consult with the liaison, **General Manager** of the DISTRICT or designee. No Change Order shall be issued or executed without the prior approval of the **General Manager** of the DISTRICT or designee so long as such change orders do not prompt the need for an amendment to this Agreement.

ARTICLE VIII **TERMINATION OF AGREEMENT**

8.01 In the event the time specified for completion of an assigned task in a 'Task Order' exceeds the term of this Agreement, the term of this Agreement shall be automatically extended for such additional time as is necessary to complete such 'Task Order' and thereupon this Agreement shall automatically terminate without further notice.

8.02 Notwithstanding any other provision of this Agreement, either Party, at their sole option, may terminate this Agreement at any time for substantial breach of this Agreement or unreasonable delay in the performance of any obligation under this Agreement by giving the other Party at least 30 days' written notice of termination. Notwithstanding the foregoing provision, the DISTRICT shall have the right upon completion of any phase of the CONSULTANT's service, or at any time if the DISTRICT decided to suspend or abandon the project, to terminate this Agreement upon written notice to that effect given to the CONSULTANT.

8.03 In the event of termination, the payment of monies due CONSULTANT for work performed prior to the effective date of such termination shall be paid after receipt of an invoice as provided in this Agreement.

ARTICLE IX **CONSULTANT STATUS**

9.01 CONSULTANT shall perform the services described in this Agreement to DISTRICT in CONSULTANT's own way as an independent contractor, in pursuit of CONSULTANT's independent calling and not as an employee of DISTRICT. CONSULTANT shall be under the control of DISTRICT only as to the result to be accomplished and the personnel assigned to perform services. However, CONSULTANT shall regularly confer with the DISTRICT's liaison and **General Manager** as provided for in this Agreement.

9.02 CONSULTANT hereby specifically represents and warrants to DISTRICT that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional consulting organization rendering the same or similar services. Furthermore, CONSULTANT represents and warrants that the individual signing this Agreement on behalf of CONSULTANT has the full authority to bind CONSULTANT to this Agreement.

9.03 It is expressly understood and agreed that the CONSULTANT shall in no event, as a result of this contract, be entitled to any benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. CONSULTANT hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement. It is further understood and agreed by the parties hereto that CONSULTANT in the performance of its obligation hereunder is subject to the control or direction of DISTRICT merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

ARTICLE X **AUDIT AND OWNERSHIP OF DOCUMENTS**

10.01 All draft and final reports, plans, drawings, specifications, data, notes, and all other documents of any kind or nature prepared or developed by CONSULTANT in connection with the performance of services assigned to it by DISTRICT are the sole property of DISTRICT, and CONSULTANT shall promptly deliver all such materials to DISTRICT. CONSULTANT may retain copies of the original documents, at its option and expense. Use of such documents by DISTRICT for project(s) not the subject of this Agreement shall be at DISTRICT' sole risk without legal liability or exposure to CONSULTANT. DISTRICT agrees to not release any software "code" without prior written approval from the CONSULTANT.

10.02 CONSULTANT shall retain and maintain, for a period not less than four years following termination of this Agreement, all time records, accounting records, and vouchers and all other records with respect to all matters concerning services performed, compensation paid and expenses reimbursed. At any time during normal business hours and as often as DISTRICT may deem necessary, CONSULTANT shall make available to DISTRICT' agents for examination of all such records and will permit DISTRICT' agents to audit, examine and reproduce such records.

ARTICLE XI **MISCELLANEOUS PROVISIONS**

11.01 This Agreement supersedes all previous agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for DISTRICT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

11.02 CONSULTANT shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of DISTRICT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

11.03 In the event CONSULTANT is an individual person and dies prior to completion of this Agreement or any Task Order issued hereunder, any monies earned that may be due CONSULTANT from DISTRICT as of the date of death will be paid to CONSULTANT's estate.

11.04 Time is of the essence in the performance of services required hereunder. Extensions of time within which to perform services may be granted by DISTRICT if requested by CONSULTANT and agreed

to in writing by DISTRICT. All such requests must be documented and substantiated and will only be granted as the result of unforeseeable and unavoidable delays not caused by the lack of foresight on the part of CONSULTANT.

11.05 CONSULTANT shall comply with all local, state and federal laws, rules and regulations including those regarding nondiscrimination and the payment of prevailing wages.

11.06 DISTRICT expects that CONSULTANT will devote its full energies, interest, abilities and productive time to the performance of its duties and obligations under this Agreement, and shall not engage in any other consulting activity that would interfere with the performance of CONSULTANT's duties under this Agreement or create any conflicts of interest. If required by law, CONSULTANT shall file a Conflict of Interest Statement with DISTRICT.

11.07 Any dispute which may arise by and between DISTRICT and the CONSULTANT, including the CONSULTANTS, its employees, agents and subcontractors, may be submitted to non-binding arbitration. Arbitration shall be conducted by a neutral, impartial arbitration service that the parties mutually agree upon, in accordance with its rules and procedures. The arbitrator must decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Unless the parties stipulate to the contrary prior to the appointment of the arbitrator, all disputes shall first be submitted to non-binding mediation conducted by a neutral, impartial mediation service that the parties mutually agree upon, in accordance with its rules and procedures.

11.08 During the performance of the Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status and denial of family care leave. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11.09 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance of interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party of a judgment in a court of competent jurisdiction shall be entitled to attorney's fees in addition to whatever other relief are granted.

11.10 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.

11.11 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

///



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 Flory Alvarado		CONTACT NAME: Heidi Jensen PHONE (A/C, No., Ext.): 831-427-5224 E-MAIL ADDRESS: heidij@cal-insurance.org FAX (A/C, No.): 831-824-5068	
INSURED Santa Ana Watershed Assn. PO Box 5407 Riverside, CA 92517		INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC			2014-16393-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			2014-16393-NPO	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS MADE DED RETENTION \$			2014-16393-UMB-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: RCA Wolfskill/Driscoll property Detail# 02-22.

CERTIFICATE HOLDER Regional Conservation Authority 3403 10th Street, Suite 320 Riverside, CA 92501-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Heidi Jensen</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Scvs P.O. Box 640 Capitola, CA 95010	CONTACT NAME: LaKeisha Parker	FAX (A/C, No): 831-824-6049	
	PHONE (A/C, No, Ext): 888-427-5222	E-MAIL ADDRESS: lkeisha@cal-insurance.org	
INSURED Santa Ana Watershed Association P.O. Box 5707 Riverside, CA 92507	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Ins. Alliance of CA		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	2014-15393-NPO	06/01/2014	06/01/2015	EACH OCCURRENCE \$ 1,000,000
	GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	2014-15393-NPO	06/01/2014	06/01/2015	MED EXP (Any one person) \$ 20,000
	PERSONAL & ADV INJURY \$ 1,000,000					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
a	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>	2014-15393-NPO	06/01/2014	06/01/2015	BODILY INJURY (Per person) \$
	OCCUR CLAIMS-MADE					BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PROPERTY DAMAGE (Per accident) \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Services Agreement with Riverside County Parks & Open Space District covering performance of Restoration Services at Jack Rabbit Trail.

CERTIFICATE HOLDER Riverside County Parks 4600 Crestmore Road Jurupa Valley, CA 92509	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE LaKeisha Parker

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P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-24-2014

GROUP:
POLICY NUMBER: 1974795-2014
CERTIFICATE ID: 3
CERTIFICATE EXPIRES: 09-01-2015
09-01-2014/09-01-2015

REGIONAL CONSERVATION AUTHORITY
3403 10TH ST STE 320
RIVERSIDE CA 92501-3627

SK

JDB: JACK RABBIT TRAIL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 60 days advance written notice to the employer.

We will also give you 60 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2014 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2014-10-24 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: REGIONAL CONSERVATION AUTHORITY

EMPLOYER

CHINO BASIN MUNICIPAL WATER DISTRICT AND SK
EASTERN MUNICIPAL WATER DISTRICT ORANGE AND
COUNTY WATER DISTRICT SAN BERNARDINO ET AL
11615 STERLING AVE
RIVERSIDE CA 92503

[CAM,SP]



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-23-2014

GROUP:
 POLICY NUMBER: 1974795-2014
 CERTIFICATE ID: 1
 CERTIFICATE EXPIRES: 09-01-2015
 09-01-2014/09-01-2015

RIVERSIDE COUNTY PARKS
 PARK HEADQUARTERS
 4600 CRESTMORE RD
 JURUPA VALLEY CA 92509-6858

SK

JOB: JACK RABBIT TRAIL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 60 days advance written notice to the employer.

We will also give you 60 days advance notice should this policy be cancelled prior to its normal expiration.

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Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2014-10-23 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED:
 RIVERSIDE COUNTY PARKS

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2014 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

CHINO BASIN MUNICIPAL WATER DISTRICT AND SK
 EASTERN MUNICIPAL WATER DISTRICT ORANGE AND
 COUNTY WATER DISTRICT SAN BERNARDINO ET AL
 11615 STERLING AVE
 RIVERSIDE CA 92503

[CAM,SP]

SCHEDULE A

Increase Estimated Revenues:

25440	931160	754300	CA-Capital Grants & Contrib	223,892
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Increase Appropriations:

25440	931160	525440	Professional Services	223,892
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ATTACHMENT "A"

Date: October 20, 2014

From: Julie A. Smith-Campbell
(Director or designee) Department/Agency: Parks

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement: Request for Specialty Habitat Restoration Services for Cal Mat Property Restoration Project.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** Specialty Habitat Restoration Services for Cal Mat Property Restoration Project
2. **Supplier being requested:** Santa Ana Watershed Association
3. **Alternative suppliers that can or might be able to provide supply/service:** Endemic Environmental Services, Inc., Recon Environmental, Inc.
4. **Extent of market search conducted:** The District contacted Endemic Environmental Services, Recon Environmental, and Santa Ana Watershed Association. After conversations regarding each companies backgrounds in habitat restoration and taking into consideration familiarity with the project site and its specific conditions, it was determined that Santa Ana Watershed Association was uniquely qualified to perform the work needed. Santa Ana Watershed Association was the only company experienced with the portion of the Santa Ana Watershed located in the Badlands, and has performed habitat restoration work on adjacent property owned by RCA.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The Santa Ana Watershed Association (SAWA) is a non-profit company that specializes in habitat restoration. SAWA has special permits such as the 1600 stream bed alteration agreement with the California Department of Fish and Wildlife and also operates with the other regulatory agencies under regional general permit number 41. SAWA is extremely experienced in doing non-native plant removal and native restoration throughout the Santa Ana Watershed. Plans begin with site assessments to determine the non-native plant species present and the adjacent native vegetation that is utilized to restore a degraded area back into a self-sustaining functioning habitat. Since 1997 SAWA has removed over 4000 acres of non-native vegetation and has actively restored over 100 acres of native habitat.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The District was awarded grant funds from the State of California to provide for restoration of a section of the Badlands which separates the City of Moreno Valley from the City of Beaumont (Cal Mat site) within Riverside County. Restoration activities to the Cal Mat site shall include re-grading and re-vegetation of the areas damaged by unauthorized OHV use, removal of non-native plant species, and replanting with species known to be native to the Santa Ana Watershed. District staff lack the unique expertise and permits necessary to complete the work, and thus are seeking to contract with Santa Ana Watershed Association.
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** A price quote was received from SAWA in the amount of \$225,891.65. This cost

is consistent with the amount of work to be performed, and well under the \$300,000 available for this line item in the grant budget.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain). No.

9. Period of Performance: Date of approval through June 30, 2015.

Department Head Signature

Date

Purchasing Department Comments:

Approve

Approve with Condition's

Disapprove

Not to exceed: \$

223,891⁰⁵

One time

Annual Amount through

6-30-15

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)