

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



**ITEM: 3.46  
(ID # 29885)**

**MEETING DATE:**  
Tuesday, March 24, 2026

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION DEPARTMENT: Approval of the Memorandum of Understanding by and between the County of Riverside and the South Coast Air Quality Management District for the Assembly Bill 617 Eastern Coachella Valley Paving Projects. District 4. [\$4,570,000 Total – Community Air Protection Incentive Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Memorandum of Understanding by and between the County of Riverside and the South Coast Air Quality Management District for the Assembly Bill 617 Eastern Coachella Valley Paving Projects, and authorize the Chair of the Board to execute the same; and,
2. Authorize the Director of Transportation, or his/her designee, to sign amendments to the MOU, approved as to form by County Counsel, that make modifications to the contract budget amount and the scope of services (including authorizing the Additional Projects and Projects in Tribal Land as set forth in the MOU) that stay within the intent of the MOU.

**ACTION:Policy**


  
Dennis Acuna, Director of Transportation 3/5/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: March 24, 2026  
xc: Transp.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,000,000	\$ 3,570,000	\$ 4,570,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Community Air Protection (CAP) Incentive Funds (100%).  There are no County General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 26/27	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On July 26, 2017, Assembly Bill (AB) 617 was signed into California state law, which focuses on air quality improvement and reduction of air pollutants in communities that are most impacted by these contaminants. The California Air Resources Board (CARB) has designated six (6) AB 617 communities within the jurisdiction of the South Coast Air Quality Management District (SCAQMD), and Eastern Coachella Valley (ECV) was designated as a SCAQMD AB 617 community in 2019. In collaboration with the Community Steering Committee (CSC) - composed of residents, community-based organizations, schools, public agencies, businesses, and other stakeholders - the Community Emission Reductions Plan (CERP) was created to outline goals and actions to reduce air pollution in AB 617 communities.

The ECV CSC prioritized \$4.57 million in Community Air Protection (CAP) Incentive funds towards paving projects to reduce inhalable particulate matter (PM10) found in fugitive dust. The County of Riverside (COUNTY) is now entering into a Memorandum of Understanding (MOU) with SCAQMD to partner on implementing paving projects in mobile home parks in the AB 617 ECV community, where the COUNTY will develop and implement the Core Paving Projects identified in the MOU.

Future amendments may be needed to authorize the work for the other lists of projects mentioned in the MOU (Additional Projects and Projects in Tribal Land), which are dependent upon the availability of additional funding and written approval by SCAQMD Governing Board to dispense an additional amount up to \$9 million towards implementation of the paving projects in AB 617 ECV community.

**Impact on Residents and Businesses**

The paving projects will reduce the presence of fugitive dust and PM10 in the air, which will improve the air quality for residents in AB 617 ECV Community. County staff will also provide public awareness to residents and property owners to learn how to maintain their paved project areas after construction.

**SUPPLEMENTAL:**

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

**Additional Fiscal Information**

Through AB 617 and the CERP developed by the ECV CSC, \$4.57 million in CAP Incentive Funds are allocated towards paving projects by SCAQMD, and are required to be fully expended by June 30, 2027.

SCAQMD will be 100% responsible for the funding of the project. No County funds will be used.

Project No.: D6-0056

**ATTACHMENTS:**

Vicinity Map

Memorandum of Understanding

  
Crystal Carrillo, Senior Management Analyst 3/19/2026

  
Aaron Gettis, Chief Deputy County Counsel 3/12/2026

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (hereinafter referred to as "South Coast AQMD") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter referred to as "County"). The aforementioned parties, South Coast AQMD and County, to this MOU shall be referred to individually herein as a "Party" and collectively herein as the "Parties."

**RECITALS**

A. South Coast AQMD is the regulatory agency responsible for improving air quality for large areas of Los Angeles, Orange, Riverside, and San Bernardino counties, including the Coachella Valley. South Coast AQMD is committed to undertaking all necessary steps to protect public health from air pollution with sensitivity to the impacts of its actions on the community and businesses. This is accomplished through a comprehensive program of planning, regulation, compliance assistance, enforcement, monitoring, technology advancement, and public education.

B. Assembly Bill (AB) 617 was signed into California state law in July 2017 and focuses on improving air quality and reducing exposure to criteria air pollutants and toxic air contaminants in communities most impacted by air pollution. The California Air Resources Board (CARB) has designated six (6) AB 617 communities within South Coast AQMD's jurisdiction. Eastern Coachella Valley (hereinafter referred to as "ECV") was designated as a South Coast AQMD AB 617 community in 2019 and in collaboration with the Community Steering Committee (hereinafter referred to as "CSC"), South Coast AQMD developed a Community Emission Reductions Plan (hereinafter referred to as "CERP") and outlined objectives to achieve emissions and exposure reductions from air quality priorities. Through a participatory budgeting process, the ECV CSC prioritized \$4.57 million Community Air Protection (hereinafter referred to as "CAP") Incentive funds towards paving projects. Upon South Coast AQMD Governing Board's approval, additional CAP Incentive funds may be allocated to paving projects in the AB 617 ECV community.

C. County through its Transportation Department and South Coast AQMD agree to collaborate and partner on implementing paving projects in the AB 617 ECV community to meet the ECV CERP objective requirements.

D. The "Core Projects" described below in this MOU will be prioritized initially for paving and the "Projects in Tribal Land" and the "Additional Projects" described below in this MOU will be paved depending on the availability of the CAP Incentive funds and successful coordination with the tribal landowners. County will begin implementing the "Projects in Tribal Land" and the "Additional Projects" described below in this MOU upon receiving written approval notice from South Coast AQMD.

E. The Parties are entering into this MOU in order to clarify the obligations of the Parties, subject to the terms and conditions of the established South Coast AQMD programmatic guidelines and the CAP Incentive Program Guidelines.

F. If any conflict exists between any condition or requirement of this MOU and any part of the CAP Incentive Program Guidelines, the CAP Incentive Program Guidelines shall take precedence over the MOU and the Parties shall meet and confer to reach a written agreement to resolve such a conflict for final written approval.

In consideration of the foregoing, and the mutual undertakings contained herein, the Parties hereby agree as follows:

#### 1. DEFINED TERMS.

As used herein, the following terms have the following meanings:

- a. ***“Additional Projects”*** are additional properties set forth in **Attachment 1 – Project List** that were identified by County of Riverside Housing and Workforce Solutions and may be considered for road paving after the **Core Projects**. County will begin implementing the “Additional Projects” upon receiving written approval notice from South Coast AQMD.
- b. ***“Budget Working Team”*** means a subset of the AB 617 ECV CSC.
- c. ***“California Environmental Quality Act” and/or “CEQA”*** was adopted in 1970 and incorporated in the Public Resources Code §21000-21177. Its basic purposes are to: inform governmental decision makers and the public about the potential significant environmental effects of proposed activities; identify ways that environmental damage can be avoided or significantly reduced; require changes in projects using alternatives or mitigation measures when feasible; and disclose to the public the reasons why a project was approved if significant environmental effects are involved. CEQA applies to projects undertaken, funded or requiring an issuance of a permit by a public agency (Additional details are available at: <http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/frequently-asked-questions>).
- d. ***“Community Air Protection Incentive Program Guidelines” and/or “CAP Incentive Program Guidelines”*** is a document that contains guiding principles, program administration requirements, and eligibility criteria for the wide variety of incentives categories that are available for air districts, in collaboration with their communities, to create incentives to address other stationary sources of pollution or sources identified in their CERP, created per the requirements of AB 617.
- e. ***“Community Emission Reductions Plan” and/or “CERP”*** is a document that outlines emission and exposure reduction goals and actions identified by

the CSC, South Coast AQMD, and CARB to reduce air pollution in Assembly Bill 617 communities and improve public health.

- f. **“Community Steering Committee” and/or “CSC”** is a diverse group of people who live, work, own businesses, or attend school, within the community. Local public health agencies, regulatory agencies, tribal organizations, and elected officials are represented on the CSC. The CSC guides the development and implementation of the CERP.
- g. **“Core Projects”** are properties set forth in **Attachment 1 – Project List** that were identified by County of Riverside Housing and Workforce Solutions or suggested by community members that will be prioritized for road paving.
- h. **“National Environmental Policy Act” and/or “NEPA”** of 1969 established national policies and goals for the protection of the environment. NEPA directs all federal agencies to give appropriate consideration to the environmental effects of their decision making and to prepare detailed environmental impact statements (EIS) on recommendations or reports on paving project applications for legislation and other major federal actions significantly affecting the quality of the environment. NEPA is divided into two titles. Title I outlines a basic national charter for protection of the environment. Title II establishes the Council of Environmental Quality (CEQ) which monitors the progress made toward achieving NEPA goals, advises the president on environmental issues and provides guidance to other federal agencies on compliance with NEPA (Additional details are available at: <http://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook/frequently-asked-questions>).
- i. **“Polanco Parks”** is an establishment of Employee Housing Facilities (mobile home park) on agricultural land use within the unincorporated areas of Riverside County. These facilities may house five (5) to twelve (12) employees and their families and are considered agricultural (farm) uses in appropriate zones, where they are exempt from “Zoning” Permits. (Health & Safety Code Section 17020-17024).
- j. **“Project Completion”** is the period between signing of the MOU between South Coast AQMD and County, and South Coast AQMD receipt of photo documentation of completed grant-funded paved areas.
- k. **“Project Life”** is the time, under County’s supervision, the property owners, whether privately or publicly owned, are required to maintain the completed grant-funded paved area. The Project Life for this grant is five (5) years from the date of Project Completion, which is consistent with the standard duration of CERP implementation. During this time, property owners must conduct regular and as-needed maintenance (e.g., fixing potholes, lane re-striping, street cleaning). Regular and as-needed maintenance may be conducted through professional services or completed by the property owners. County shall be responsible to execute maintenance agreements with the property

owners prior to paving to ensure that the property owners agree to fulfill the maintenance requirements throughout the Project Life period. County shall be responsible to oversee the maintenance process and shall provide annual photo documentation(s) of maintained paving project site and coordinate with the property owners to make the paving project site available for inspection upon request by South Coast AQMD and/or CARB.

- I. **“Projects in Tribal Land”** are additional properties set forth in **Attachment 1 – Project List** that reside on Torres-Martinez Tribal Land and will involve partnering with the tribe to coordinate road paving efforts. These properties were identified by County of Riverside Housing and Workforce Solutions or suggested by community members and may be considered for road paving after the **Core Projects**. County will begin implementing the “Projects in Tribal Land” upon receiving written approval notice from South Coast AQMD.

## 2. BACKGROUND.

Signed into law on July 26, 2017, AB 617<sup>1</sup> (Health and Safety Code §44391.2) is a California law that addresses air pollution in disproportionately impacted communities. Since 2018, CARB has designated six (6) AB 617 communities within South Coast AQMD’s jurisdiction. As directed by the bill, South Coast AQMD worked with each community to develop a CERP under the guidance of their respective CSC. Each CSC is comprised of residents, community-based organizations, schools, public agencies, businesses, and other relevant community stakeholders. Each CSC identifies their top air quality concerns and actions to address them in their respective CERPs.

ECV was designated as a South Coast AQMD AB 617 community in 2019. During the CERP<sup>2</sup> development process, one of the concerns expressed by CSC members was PM10 emitted from unpaved roadways. Wind blowing over and vehicular activities on unpaved roadways are major sources of fugitive dust, which primarily consists of PM10. Exposure to elevated levels of PM10 can cause various adverse health problems related to the lungs and heart, including premature death in people with heart or lung disease.

To address this concern, the ECV CSC identified an objective in their CERP to pave unpaved roadways in the AB 617 ECV community. The objective, specific to paving projects, is outlined below and can be found in Chapter 5d, Table 2, Action A of the ECV CERP:

*“Pursue a collaborative partnership with appropriate entities (e.g., homeowners’ associations, mobile home park owners) and the County of Riverside to implement paving projects (e.g., unpaved roads and mobile home parks such as Polanco Parks) by:*

- *Working with the CSC to specify a plan, including locations and timelines,*

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1 Assembly Bill 617: Bill Text - AB-617 Nonvehicular air pollution criteria air pollutants and toxic air contaminants.

2 Eastern Coachella Valley Community Emission Reductions Plan: [aqmd.gov/docs/default-source/ab-617-ab-134/steering-committees/eastern-coachella-valley/final-cerp/final-cerp-july-2021.pdf?sfvrsn=9](http://aqmd.gov/docs/default-source/ab-617-ab-134/steering-committees/eastern-coachella-valley/final-cerp/final-cerp-july-2021.pdf?sfvrsn=9)

- *for paving projects to reduce fugitive dust*
- *Evaluating the addition of a landscaping component to paving projects, where feasible*
- *Identifying funding opportunities to implement paving projects”*

As part of CERP implementation and to allocate Year 3 CAP Incentive funds, South Coast AQMD conducted community-led incentives budgeting workshops. The ECV CSC allocated \$5.57 million, of which \$4.57 million was prioritized to implement paving projects. Additional funding may be provided upon approval from the South Coast AQMD Governing Board. Year 3 CAP Incentive funds will be required to be fully expended by June 30, 2027. However, final project liquidation may be extended pending CARB approval.

The AB 617 ECV Paving Project Plan<sup>3</sup> (Plan) was developed by South Coast AQMD and the Budget Working Team and serves as the mechanism to distribute these CAP Incentive funds for paving projects in the ECV community. The original Plan was approved by CARB in October 2022. The Plan has been amended and approved by CARB, in August 2023 and April 2025, to incorporate modifications in paving project implementation procedures.

Through this MOU, South Coast AQMD will partner with County through its Transportation Department to pave properties listed in **Attachment 1 – Project List** under “Core Projects,” and potential sites considered for paving under “Projects in Tribal Land” and “Additional Projects.” The Paving Project Prioritization Panel, composed of CSC members and South Coast AQMD staff, developed the “Prioritized List of Properties to be Paved” by soliciting locations from CSC members. Per CSC recommendation, South Coast AQMD collaborated with the County to identify the “Additional Properties Under Consideration.” After review, eight (8) properties on the “Prioritized List of Properties to be Paved” were removed as they were previously paved. Three (3) lists of properties—*Core Projects*, *Additional Projects*, and *Projects in Tribal Land*—were created based on CSC recommendation, property readiness, and anticipated completion timeline. The three property lists are defined in **Section 1 Defined Terms** for additional details.

Information on the permit status for each property was obtained from County of Riverside Transportation and Land Management Agency.

### 3. PROGRAM ADMINISTRATION.

#### a. Project Documents.

County shall be responsible for obtaining the following documentation for

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<sup>3</sup> Paving Project Plan [https://www.aqmd.gov/docs/default-source/ab-617-ab-134/steering-committees/eastern-coachella-valley/paving-project/ecv-paving-project-plan--amended-april-2025.pdf?sfvrsn=7a319e61\\_9](https://www.aqmd.gov/docs/default-source/ab-617-ab-134/steering-committees/eastern-coachella-valley/paving-project/ecv-paving-project-plan--amended-april-2025.pdf?sfvrsn=7a319e61_9)

each paving property listed in “Core Projects” in **Attachment 1 – Project List** following the schedule of deliverables in **Attachment 2 – Schedule of Deliverables**. County will begin obtaining documentation for “Projects in Tribal Land” and “Additional Projects” upon receiving written approval notice from South Coast AQMD.

- Site plans, specifications, and cost estimate.
- Right-Of-Entry Agreements and documentation of public outreach.
- Documentation from the property owner to authorize paving of the project site.
- Documentation demonstrating that all property taxes are current on the paving project site, and that the paving project site is in compliance with all federal, state, and local requirements.
- Documentation demonstrating compliance with the California Environmental Quality Act and/or National Environmental Policy Act, or proof of exemption.
- Documentation of all permits required to complete the paving project, copies of existing permits for the paving project site, permit application for any paving project site in the process of obtaining permits, or proof of exemption from permitting requirements.
- Documentation from the property owner demonstrating agreement to comply with the project maintenance requirements throughout the Project Life, cover the preventative maintenance cost to pave their respective property, and make the paving project site available for inspection upon request by the County, South Coast AQMD, and/or CARB throughout the Project Life.

b. Project Advertisement and Contract Awarding.

County shall be responsible for developing site plans for each paving project site, advertising the paving projects, processing the paving project application(s), and hiring paving project contractor(s). Processing the paving project application(s) refers to the County’s role in managing the administrative and technical review of the application(s) submitted as part of paving project implementation.

This may include, but is not limited to, the following activities:

- Preparing and releasing solicitation materials (e.g., bid packets or requests for proposals)
- Receiving and documenting contractor application(s) or bid(s)
- Reviewing application(s) for completeness and eligibility
- Evaluating bid(s) or proposal(s) in accordance with CAP Incentive Program Guidelines. CAP Incentives Program Guidelines: [https://ww2.arb.ca.gov/sites/default/files/2025-08/FINAL\\_DRAFT\\_CAP\\_Incentives\\_2024\\_Guidelines\\_revised\\_May\\_2025\\_ADA\\_TOC.pdf](https://ww2.arb.ca.gov/sites/default/files/2025-08/FINAL_DRAFT_CAP_Incentives_2024_Guidelines_revised_May_2025_ADA_TOC.pdf)
- Coordinating with South Coast AQMD for documentation and/or funding approval, as applicable

County will follow the applicable laws and its applicable procurement processes when advertising the paving projects and hiring paving project contractor(s). After selecting the paving project contractor(s), the County shall be responsible for executing the contract(s) with the selected paving project contractor(s).

c. Construction Administration.

The County shall be responsible for overseeing all paving construction activities and ensuring that paving projects are being:

- Implemented in compliance with the most current versions of any applicable South Coast AQMD rules, including but not limited to, Rule 402 – Public Nuisance, Rule 403 – Fugitive Dust, and Rule 403.1 – Supplemental Fugitive Dust Control Requirements for Coachella Valley Sources
- Conducted in conformance with the California Uniform Building Code, State of California Department of Transportation (Caltrans) 2024 Standard Specifications for asphalt and aggregate mixes, and all other applicable federal, state, and local statutes, rules, regulations, and ordinances.

d. Paving Construction Cost.

South Coast AQMD shall be responsible for reimbursement of construction costs associated with the ECV paving project implementation to the County. The County will issue payments to the selected paving contractor(s) upon successful completion of the deliverables outlined in the paving project contract(s) between the County and the paving contractor(s).

e. Administrative and Contingency Fees/Costs.

South Coast AQMD shall be responsible for the reimbursement of up to twenty-five (25) percent of the total project cost for Project Documents, Project Advertisement and Contract Awarding, and Construction Administration. Another ten (10) percent of the total project cost will be budgeted for contingency costs (i.e., unforeseen costs such as material acquisition, inflation, construction cost overrun, etc.).

If the actual construction cost is more than the budgeted cost for paving a particular project site as specified in **Attachment 1 – Project List**, the excess cost may be covered by the amount allocated to contingency costs. Once each property specified in “Core Projects” in **Attachment 1 – Project List** have been paved, and upon written approval from South Coast AQMD, any remaining or unused funds from the initial \$4.57 million may be used to pave properties listed in “Projects in Tribal Land” and “Additional Projects” in **Attachment 1 – Project List**. County shall create

and maintain a spreadsheet to track the line-item funding amounts taken from the construction and contingency budgets for each property.

Invoices submitted to South Coast AQMD shall specify the estimated cost, actual construction cost, and the excess cost or cost saving for each paving project site completed in that invoice period, and the beginning and ending balance for each budgeted cost in **Attachment 3 – Payment Schedule** that is being billed in that invoice period.

f. Maintenance and Inspection.

County agrees to coordinate with the property owners to conduct regular inspections for five-years after paving project sites have been paved. County will provide training to the property owners on how to conduct routine maintenance (such as, street sweeping, lane re-stripping, and minor repairs). Property owners are required to provide as-needed maintenance of the paved project area throughout the Project Life. In coordination with the property owners, County will make all paving project sites available for inspection, if requested by South Coast AQMD and/or CARB during the Project Life. County shall be responsible for executing maintenance agreements with the property owners prior to paving to ensure that the property owners agree to fulfill the paving project maintenance requirement throughout the Project Life period.

g. Performance Monitoring and Reporting.

County shall submit monthly progress reports due by the 10th day of each month for the previous month to the South Coast AQMD AB 617 Paving Project team at [AB617Paving@aqmd.gov](mailto:AB617Paving@aqmd.gov) via email, in conjunction with the invoice for the same period. Each monthly progress report shall include, but not be limited to, the following:

- Reference to South Coast AQMD Contract Number and project title
- Reporting time period (months, year)
- Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved, summary and analysis of project results, achievement of milestones, preliminary findings, and recommendations for completion of the project and other relevant activities
- Discussion of work planned for the next reporting period
- Discussion of project status with respect to Schedule of Deliverables in **Attachment 2** and steps being taken to resolve any delays
- Summary of cost status by paving property site and work completed to date
- Discussion of excess paving costs covered by the contingency budget (see **Section 3.e. Administrative and Contingency**)

**Fees/Costs**) for the preceding 3-month period to include the amount of draw-down of the contingency budget for any paving property overrun, an explanation or rationale for the overrun, and a copy of the spreadsheet as specified in **Section 3.e. Administrative and Contingency Fees/Costs**.

h. Record Retention.

The County agrees to maintain data, information, records, and documents required to be maintained by applicable law for such time frames as may be required pursuant to the Amended Paving Project Plan and records retention policy from CARB's Community Air Protection Incentive Program Guidelines.

i. Stop Work.

South Coast AQMD may, at any time, by written notice to the County, require the County to stop all or any part of the work tasks in this MOU. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, the County shall immediately take all necessary steps to comply with the order. County will be reimbursed for the task(s) completed prior to receiving the stop work order after submission of the invoice(s) and supporting document(s). County shall resume the work only upon receipt of written instructions from South Coast AQMD cancelling the stop work order. County agrees and understands that County will not be paid for performing work while the stop work order is in effect, unless South Coast AQMD agrees to do so in its written cancellation of the stop work order.

**4. PAYMENT OF CONTRIBUTIONS.**

- a. South Coast AQMD shall make payments on a monthly reimbursement basis within 30 calendar days of receiving the invoice, and shall be paid to the County by check, wire transfer or other means agreed upon by the Parties prior to the start of any work throughout the Project Completion phase until the program funds have been depleted or the program has been terminated. County will be reimbursed up to twenty-five percent (25%) of the total project cost for Project Documents, Project Advertisement and Contract Awarding, Construction Administration and Performance Monitoring and Reporting, and up to ten percent (10%) of the total project cost will be budgeted for contingency costs. The dollar amount will be disbursed according to the Schedule of Deliverables and Payment Schedule described in **Attachment 2 and Attachment 3**, respectively.
- b. The County shall make payments directly to paving contractor(s) within sixty (60) days of receipt of the invoice and supporting documents from the paving

contractor(s) and upon successful completion of the deliverables by the paving contractor(s).

- c. South Coast AQMD will dispense an amount up to \$4.57 million and upon availability of additional funding and written approval by the Chair (or by the Chair's designee, the Executive Officer), may dispense an additional amount up to \$9 million to the County towards implementation of the paving projects in ECV. County will initiate the work for the "Core Projects," and seek written authorization for "Projects in Tribal Land" and "Additional Projects" in **Attachment 1 – Project List** prior to initiating these projects.
- d. If the Parties have any disagreement with respect to their respective obligations under this MOU, then each Party shall designate a duly-authorized representative to work in good faith with the other Party's designated representative(s) in an attempt to resolve such disagreement.

## **5. UNCOMMITTED FUNDS.**

Any uncommitted South Coast AQMD funds that remain after termination of this MOU shall be retained by South Coast AQMD.

## **6. TERM AND TERMINATION.**

- a. Term. This MOU shall become effective on the date that both Parties have signed it and all appropriate authorization has been completed by both Parties. This MOU shall terminate when the Project Life of all paving projects authorized under this MOU have been completed.
- b. Termination. Either Party may terminate this MOU sooner by giving not less than thirty (30) days prior written notice to the other if any of the following occur: (i) there is a change in the law or any other event that would prohibit or restrict a Party's performance of its obligations under this MOU in any material way; (ii) in the event of a default of this MOU by either Party; or (iii) in the event there is an impasse under Section 4.d. of this MOU. In the event of a default, the non-defaulting Party shall give the defaulting Party written notice of the nature of the default and shall give the defaulting Party a fourteen (14) day period in which to cure the default specified in the notice. The Parties further agree that the expiration or termination of this MOU shall not affect the rights and obligations of the other Party with respect to transactions and commitments that take place during the Term and prior to termination.

## **7. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are part of this MOU:

- a. Amendments. No amendment, modification, consent or waiver to any provision of this MOU shall be effective unless the same shall be in writing signed by a duly authorized representative of each Party.

- b. Indemnification. Each Party agrees to indemnify, defend, and hold harmless the other Party with respect to any loss, cost, expense or liability incurred by such other Party with respect to the indemnifying Party's own obligations under this MOU; provided, however, that no Party shall be obligated to indemnify another Party for any loss, cost, expense, or liability that is caused by the gross negligence or willful misconduct of such other Party.
- c. Counterparts; Electronic Signatures. This MOU 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 to this MOU 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 MOU. The Parties further agree that the electronic signatures of the Parties included in this MOU 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 the CUETA as amended from time to time. The 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.
- d. Entire Agreement. This MOU and any exhibits and other documents attached to or referenced herein shall constitute the entire agreement between the Parties relating to the subject matter hereof, and there are no representations, warranties or commitments except as set forth herein. This MOU supersedes all prior understandings, negotiations and discussions, whether written or oral, between the Parties relating to the transactions contemplated hereby.
- e. Expenses and Costs. Unless specifically provided for elsewhere in this MOU, each Party will bear all costs and expenses incurred by it in connection with this MOU and transactions contemplated herein, including travel, entertainment, marketing promotions, legal fees, consulting fees, accounting fees and taxes which are or may be imposed upon that Party based upon its activities hereunder.
- f. No Third-Party Beneficiaries. Except as otherwise provided herein, nothing under this MOU is intended or shall be construed to create any rights in, or confer any benefits upon, any person or entity other than the Parties hereto.
- g. Notices. All notices required under this MOU shall be provided in the manner set forth herein, unless specified otherwise. Notice to a Party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that Party in writing. Notice shall be in writing

sent by U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U.S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

If to South Coast AQMD:

South Coast AQMD, Office of Community Air Programs  
21865 Copley Drive  
Diamond Bar, CA 91765  
Attention: Dr. Anissa Heard-Johnson, Deputy Executive  
Officer

If to County:

County of Riverside, Transportation Department  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attention: Dennis Acuna, Transportation Director

- h. Severability. The provisions of this MOU are severable, and if any clause or provision of this MOU shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause provisions and shall not affect any other covenant, agreement, or condition. This MOU shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.
- i. Force Majeure. Neither Party shall be liable for any failure to perform its obligations in connection with any action described in this MOU if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, pandemics, or other cause beyond such Party's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party's financial condition or negligence), for only so long as any such event shall be continuing.

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IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their authorized representatives and delivered as of the date first above written.

**SOUTH COAST AIR QUALITY  
MANAGEMENT DISTRICT**

**COUNTY OF RIVERSIDE**

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
Name: Wayne Nastro  
Title: Executive Officer

By  \_\_\_\_\_  
Name: Dennis Acuna  
Title: Director of Transportation

Date: \_\_\_\_\_, 2026

Date: 3/6, 2026

Attest


\_\_\_\_\_  
Name:  
Title:

APPROVED AS TO FORM:

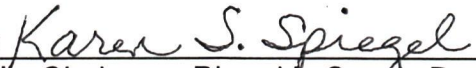
APPROVED AS TO FORM:

Minh C. Tran  
County Counsel


By  \_\_\_\_\_  
Name: Bayron Gilchrist  
Title: General Counsel

By  \_\_\_\_\_  
Name: Danielle Maland  
Deputy County Counsel  
Date: 3/18, 2026

APPROVAL BY THE BOARD OF  
SUPERVISORS:

By  \_\_\_\_\_  
Title: Chairman, Riverside County Board of  
Supervisors KAREN SPIEGEL  
Date: MAR 24, 2026

Attest

  
\_\_\_\_\_  
Name: Kimberly A. Rector  
Title: Clerk of the Board  
(Seal) **DEPUTY**

## Attachment 1 - Project List

PROJECT LOCATION #	ADDRESS	STREET NAME	COMMUNITY	PARK NAME	APN	BUDGETED CONSTRUCTION COST (\$)
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### CORE PROJECTS

1	64975	HARRISON ST	THERMAL	D. M. SANCHEZ	751-050-007	\$154,042
2	59700	PIERCE ST	THERMAL	ANTONIO, JESUS, AND ANDREA PARA	757-250-019	\$104,631
3	88755	58TH AVE	THERMAL	MELVA GONZALEZ RECINO LIVING TRUST	757-220-029	\$145,806
4	85701	MIDDLETON ST	THERMAL	JESUS MONTANEZ	751-180-001	\$250,043
5	67959	LINCOLN ST	MECCA	HUERTA FAMILY TRUST	727-260-016	\$119,729
6	89171	64TH AVE	THERMAL	ARMANDO BERRIOZABAL	749-330-001	\$229,530
7	52742	FILLMORE ST	THERMAL	VARIOUS OWNERS	763-170-018	\$229,530
8	N/A	63RD AVE	THERMAL	COUNTY MAINTAINED ROAD	N/A	\$151,297
9	52255	FILLMORE ST	THERMAL	RAYMUNDO AND REBECCA BARROSO	763-150-015	\$107,376
10	69780	GRANT ST	MECCA	VARIOUS OWNERS	729-070-011	\$235,020
11	56850	DESERT CACTUS	THERMAL	JOSE MEZA AND MARIA TRUST	757-080-021	\$223,079
12	56845	DESERT CACTUS	THERMAL	RODRIGUEZ ARNULFO BOLANOS & TERESA M	757-080-020	\$145,806
13	70980	WHEELER ST	MECCA	JOSE ALFREDO VELASCO	729-130-020	\$324,233
14	96751	HWY 111	MECCA	SACRED GROVE PROPERTY	725-020-005	\$305,018

<b>CORE PROJECTS CONSTRUCTION COST</b>	<b>\$2,725,139</b>
<b>CORE PROJECTS TOTAL COST</b>	<b>\$4,192,521</b>

### PROJECTS IN TRIBAL LAND

1	88510	69TH AVE	THERMAL	VARIOUS OWNERS	749-130-006	\$587,755
2	66700	MARTINEZ RD	THERMAL	IRENE RODRIGUEZ MONTANO	751-210-003	\$141,689
3	88855	70TH AVE	THERMAL	FERRO LIVING TRUST	749-190-013	\$217,177
4	87842	66TH AVE	THERMAL	RAMON & HERMELINDA ZARAGOZA	749-320-003	\$176,002
5	N/A	69TH AVE	THERMAL	ROAD NEEDS FURTHER INVESTIGATION	N/A	\$200,707
6	66250	MARTINEZ RD	THERMAL	AIDA AGUIRRE	751-200-018	\$103,259
7	88447	66TH AVE	THERMAL	RAMON FLOREST AND MARIA G. FLORES	749-090-026	\$235,157
8	64805	FILMORE ST	THERMAL	RANGEL FAMILY REVOCABLE LIVING TRUST	749-320-010	\$226,442
9	88731	70TH AVE	THERMAL	SANTIAGO, FEBRONEA & MARIA MARTINEZ	749-190-009	\$238,176
10	89205	76TH AVE	THERMAL	VARIOUS OWNERS	755-180-010	\$478,229
11	66860	MARTINEZ RD	THERMAL	JOSE, JAMES, & ROSALEE PEREZ	751-210-006	\$547,677
12	65658	HWY 86	THERMAL	VARIOUS OWNERS	751-080-011	\$351,409

<b>PROJECTS IN TRIBAL LAND CONSTRUCTION COST</b>	<b>\$3,503,677</b>
<b>PROJECTS IN TRIBAL LAND TOTAL COST</b>	<b>\$5,390,273</b>

### ADDITIONAL PROJECTS

1	66180	HWY 86	THERMAL	DAVID M. SANCHEZ	751-120-010	\$93,651
2	88805	58TH AVE	THERMAL	AARON ACEVES	757-220-030	\$173,257
3	72831	PIERCE ST	THERMAL	VARIOUS OWNERS	749-260-009	\$403,152
4	67300	HWY 86	THERMAL	SAMUEL AND JOVITA C. DUARTE	751-190-021	\$114,925
5	84395	61ST AVE	THERMAL	ROGELIO AND ROSELIA VARGAS	759-120-018	\$259,313
6	52800	FILLMORE ST	THERMAL	VERDUZCO FAMILY LIVING TRUST	763-170-008	\$639,773
7	88395	57TH AVE	THERMAL	SERGIO DURAN & MONICA G. DURAN	757-140-026	\$223,834
8	N/A	65TH AVE	THERMAL	DIRT ROAD (NOT COUNTY MAINTAINED)	N/A	\$131,738

<b>ADDITIONAL PROJECTS CONSTRUCTION COST</b>	<b>\$2,039,643</b>
<b>ADDITIONAL PROJECTS TOTAL COST</b>	<b>\$3,137,913</b>

<b>TOTAL CONSTRUCTION COST</b>	<b>\$8,268,460</b>
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<b>TOTAL COST WITH CONTINGENCY, SITE DEVELOPMENT, AND ADMINISTRATION</b>	<b>\$12,720,707</b>
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## Attachment 2 - Schedule of Deliverables

SCAQMD EASTERN COACHELLA VALLEY PAVING PROJECT PROJECTED SCHEDULE*			
No.	Task	Itemized Deliverables	Approximate Duration
1	Project Documents	Submit these following documents to South Coast AQMD: <ul style="list-style-type: none"> <li>• Site plans, specifications, and cost estimate.</li> <li>• Right-Of-Entry Agreements and documentation of public outreach</li> <li>• Documentation from the property owner to authorize paving of the project site.</li> <li>• Documentation demonstrating that all property taxes are current on the paving project site, and that the paving project site is in compliance with all federal, state, and local requirements.</li> <li>• Documentation demonstrating compliance with the California Environmental Quality Act and/or National Environmental Policy Act, or proof of exemption.</li> <li>• Documentation of all permits required to complete the paving project, copies of existing permits for the paving project site, permit application for any paving project site in the process of obtaining permits, or proof of exemption from permitting requirements.</li> <li>• Documentation from the property owner demonstrating agreement to comply with the project maintenance requirements throughout the Project Life, cover the preventative maintenance cost to pave their respective property, and make the paving project site available for inspection upon request by the County, South Coast AQMD, and/or CARB throughout the Project Life.</li> </ul>	Months 0-14
2	Project Advertisement and Contract Awarding	Submit these following documents to South Coast AQMD: <ul style="list-style-type: none"> <li>• Documentation of public outreach and selected contractor</li> <li>• Project Implementation Plan detailing construction phase</li> </ul>	Months 13 - 20
3	Construction	Submit these following documents to South Coast AQMD: <ul style="list-style-type: none"> <li>• Pictures of completed paving for each property</li> <li>• Maintenance Plan</li> </ul>	Months 19 - 24
4	Construction Administration	<ul style="list-style-type: none"> <li>• Submit Monthly Progress Report throughout Project Completion to South Coast AQMD</li> </ul>	Months 0 - 24
5	Maintenance	<ul style="list-style-type: none"> <li>• Submit Annual Maintenance Report throughout Project Life to South Coast AQMD</li> </ul>	Project Life

\*This tentative schedule is only for properties associated with "CORE PROJECTS." Separate schedules will be provided for "PROJECTS IN TRIBAL LAND" and "ADDITIONAL PROJECTS" once the written approval has been provided to County.

### Attachment 3 - Payment Schedule

SCAQMD EASTERN COACHELLA VALLEY PAVING PROJECTS: CORE PROJECTS	
Task	Estimated Cost not to Exceed
Project Documents	\$457,080
Project Advertisement and Contract Awarding	\$42,550
Construction	\$2,725,139
Construction Administration <sup>1</sup>	\$548,500
Contingency Fund	\$419,252
<b>Total Project Cost</b>	<b>\$4,192,521</b>

<sup>1</sup>Construction Administration also includes: Performance Monitoring and Reporting

### Attachment 3 - Payment Schedule

SCAQMD EASTERN COACHELLA VALLEY PAVING PROJECTS: PROJECTS IN TRIBAL LAND	
Task	Estimated Cost not to Exceed
Project Documents	\$626,418
Project Advertisement and Contract Awarding	\$45,000
Construction	\$3,503,677
Construction Administration <sup>1</sup>	\$676,150
Contingency Fund	\$539,027
<b>Total Project Cost</b>	<b>\$5,390,273</b>

<sup>1</sup>Construction Administration also includes: Performance Monitoring and Reporting

### Attachment 3 - Payment Schedule

SCAQMD EASTERN COACHELLA VALLEY PAVING PROJECTS: ADDITIONAL PROJECTS	
Task	Estimated Cost not to Exceed
Project Documents	\$333,378
Project Advertisement and Contract Awarding	\$40,000
Construction	\$2,039,643
Construction Administration <sup>1</sup>	\$411,100
Contingency Fund	\$313,791
<b>Total Project Cost</b>	<b>\$3,137,913</b>

<sup>1</sup>Construction Administration also includes: Performance Monitoring and Reporting

# AB 617 EASTERN COACHELLA VALLEY COMMUNITY

## VICINITY MAP

