

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



ITEM: 3.66
(ID # 30652)

MEETING DATE:
Tuesday, July 14, 2026

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve and Execute Professional Conservation Services Agreement between the Riverside-Corona Resource Conservation District and County of Riverside for the Oak Tree Planting Mitigation associated with Ontario Avenue Widening and Restriping Project and Temescal Canyon Road Widening Project- El Cerrito Segment. District 2 [\$56,500 Total Cost; Improvement Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute the Riverside-Corona Resource Conservation District (RCRCD) Professional Conservation Services Agreement between the RCRCD and the County of Riverside Transportation Department for the Oak Tree Planting Mitigation – for the Ontario Avenue Widening and Restriping Project and for the Temescal Canyon Road Widening Project – El Cerrito Segment, in the amount of \$56,500.00; and
2. Direct the Purchasing Agent to issue Purchase Order to the RCRCD for the total amount of \$56,500.00.

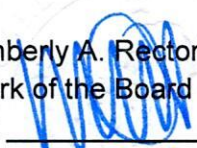
ACTION:Policy


Dennis Acuna, Director of Transportation 7/1/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, and Gutierrez
Nays: None
Absent: Washington and Perez
Date: July 14, 2026
xc: Transp.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 56,500	\$ 0	\$ 56,500	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Combined Improvement Fund 100%. No General Funds will be used.			Budget Adjustment: No	
			For Fiscal Year: 2026/2027	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary:

The County of Riverside (County) proposes work on two projects in the unincorporated community of El Cerrito in western Riverside County.

The Ontario Resurfacing Project (Project 1) would provide four-travel lanes, approximately 0.58 miles long, consisting of two southbound lanes, two northbound lanes, one two-way left-turn lane, and two marked on-street bike lanes. The project would entail resurfacing the existing roadway and pavement widening along the east side between Diplomat Avenue and Rising Sun Road for a consistent 64-foot-wide curb-to-curb width. Other project improvements include the conversion of existing drainage inlets to catch basins and completing a missing sidewalk segment along the west side of Ontario Avenue between State Street and Piute Creek Road. All potentially significant effects on the environment have been adequately analyzed in the Mitigated Negative Declaration/Initial Study for the Ontario Avenue Widening and Restriping Project in which CEQA Lead Agency findings were made and adopted by the Board of Supervisors on June 24, 2025, Minute Order 3.62.

The Temescal Canyon Road Widening Project – El Cerrito Segment (Project 2) would provide a four-travel lane facility consisting of two southbound lanes, two northbound lanes, one two-way left-turn lane, and two marked on-street bike lanes. The project would entail realigning the roadway and cross streets both horizontally and vertically, to address drainage issues currently encountered on the roadway. Additional project improvements include the construction of curb adjacent sidewalk, installation of a new storm drain system, relocation of conflicting private improvements, and other associated work. All potentially significant effects on the environment have been adequately analyzed in the Mitigated Negative Declaration/Initial Study for the Temescal Canyon Road Widening Project – El Cerrito Segment in which CEQA Lead Agency findings were made and adopted by the Board of Supervisors on November 18, 2025, Minute Order 3.53.

Project 1 will permanently impact six (6) oak trees and Project 2 will impact twelve (12) oak trees for a total impact of eighteen (18) mature oak trees. Replacement trees will be planted due to Riverside County's Oak Tree Management Guidelines that require efforts be made to avoid impacts to oak trees, if at all possible. By widening the roadway for both projects, avoidance is not possible; and therefore, there is a requirement to mitigate the impacts to oak trees. Mitigation through replacement planting at a 1:1 ratio is required as part of Project 1 and Project 2 and the Riverside-Corona Resource Conservation District (RCRCD), a government special

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district, is providing mitigation in fulfillment of the replacement of the oak trees. RCRCD is willing to plant eighteen (18) oak trees on property under RCRCD's control, which will fulfill the CEQA requirements for both Projects.

The funding agreement between the County and the RCRCD provides for the County to pay the RCRCD \$56,500 for eighteen (18) oak trees to be planted and maintained for ten (10) years.

The Riverside-Corona Resource Conservation District Board of Directors approved the Oak Tree Mitigation funding agreement at its Board of Directors meeting on April 21, 2026.

Project 1: – Ontario Avenue Widening and Restriping Project.

Impact on Residents and Businesses

The project will alleviate congestion on Ontario Avenue, improving traffic flow, alleviating congestion resulting from increased regional traffic and overflow from I-15 during peak traffic hours. It will provide a complete street to serve pedestrians, bicyclists, motorists, and transit riders of all abilities.

Additional Fiscal Information

The mitigation will be 100% funding through the Combined Improvement Fund. There are no General Funds used in this project.

Contract History and Price Reasonableness

In order for the Ontario Avenue Widening and Restriping Project to be constructed, the Project's impacts of six (6) oak trees must be mitigated through plantings of replacement oak trees. The agreement will ensure that the County meets the mitigation requirement necessary in order to construct the project.

Project 2: Temescal Canyon Road Widening Project – El Cerrito Segment

Impact on Residents and Businesses

The Temescal Canyon Road Widening Project – El Cerrito Segment is needed because currently six (6) intersections and three (3) roadway segments along Temescal Canyon Road and Ontario Avenue experience congestion and traffic delays on Temescal Canyon Road and improve operational efficiency at intersections within the Project area.

Additional Fiscal Information

The mitigation will be 100% funding through the Combined Improvement Fund. There are no General Funds used in this project.

Contract History and Price Reasonableness

In order for the Temescal Canyon Road Widening Project – El Cerrito Segment to be constructed, the Project's impacts of twelve (12) oak trees must be mitigated through

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plantings of replacement oak trees. The agreement will ensure that the County meets the mitigation requirement necessary in order to construct the project.

ATTACHMENTS:

Professional Conservation Services Agreement between RCRCD and County for Oak Tree Planting Mitigation for Ontario Avenue Widening and Temescal Cyn Rd Widening.


Crystal Carrillo, Senior Management Analyst 7/8/2026


Aaron Gettis, Chief Deputy County Counsel 7/7/2026

**RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT
PROFESSIONAL CONSERVATION SERVICES AGREEMENT**

This Agreement is made and entered into as of April 21, 2026 by and between the Riverside-Corona Resource Conservation District (RCRCD), a public agency organized and operating under the laws of the State of California, and County of Riverside Transportation (County) with its principal place of business at 3525 14th Street, Riverside, CA 92501. County and RCRCD are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

- A. WHEREAS, the County proposes work on two projects in an unincorporated area of western Riverside County between the intersections of Ontario Avenue and State Street southeasterly to the Temescal Canyon Rd and Tom Barnes Street.
- B. WHEREAS, County's Ontario Resurfacing Project (Project 1), from State Street to Diplomat Avenue, proposes to widen portions of the road to achieve a uniform pavement width and restripe the roadway to provide a four-travel lane facility consisting of two southbound lanes, two northbound lanes, one two-way left-turn lane, and two marked on-street bike lanes. The project would entail resurfacing the existing roadway and widening along the east side between Diplomat Avenue and Rising Sun Road for a consistent 64-foot-wide curb-to-curb width. Other project improvements include the conversion of existing drainage inlets to catch basins and completing a missing sidewalk segment along the west side of Ontario Avenue between State Street and Piute Creek Road.
- C. WHEREAS, County's Temescal Resurfacing Project (Project 2), from Diplomat Ave to Tom Barnes Street, proposes to widen the existing two lane facility to a four-travel lane facility consisting of two southbound lanes, two northbound lanes, one two-way left-turn lane, and two marked on-street bike lanes. The project would entail realigning the roadway and cross streets both horizontally and vertically, to address drainage issues currently encountered on this roadway. Other project improvement include the construction of curb adjacent sidewalk, installation of a new storm drain system, relocation of conflicting private improvements, and other associated work.
- D. WHEREAS, Project 1 will permanently impact six (6) oak trees and Project 2 will impact twelve (12) oak trees for a total impact of eighteen (18) oak trees. Per the Riverside County Oak Tree Management Guidelines, efforts need to be made to avoid impacts to oak trees if at all possible. By widening the roadway for both projects, avoidance is not possible.
- E. WHEREAS, the Projects 1 and 2 will mitigate the impact to eighteen (18) oak trees through replanting at a replacement ratio of 1:1, for a total replacement of 18 oak trees.
- F. WHEREAS, RCRCD is willing to provide the County with eighteen (18) replacement oak trees subject to the terms of this Agreement.

G. WHEREAS, the Parties wish to enter into this Agreement to document the purchase by the County of replacement oak trees from RCRCD.

H. NOW, THEREFORE, the County and RCRCD do hereby agree as follows:

B. AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Conservation Services.

RCRCD shall provide the County with the services described in the Scope of Services attached hereto as Exhibit "A." RCRCD will grow, install, irrigate and maintain eighteen (18), five (5) gallon coast live oak trees at their Horsethief Conservation Property in Temescal Valley for ten (10) years, beginning at the signature date of this agreement and ending approximately ten (10) years later, on or near December 31, 2036.

2. Compensation.

a. Subject to paragraph 2(b) below, the COUNTY shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by RCRCD under this Agreement exceed the sum of fifty-six thousand five hundred dollars (\$ 56,500.00). This amount is to cover all planting and related costs. Payments to RCRCD for work performed will be made as a lump sum of total above.

3. Additional Work.

If changes in the work seem merited by RCRCD or the COUNTY, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the COUNTY by RCRCD with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the COUNTY and executed by both Parties before performance of such services, or the COUNTY will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by RCRCD and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by COUNTY.

5. Terms of Agreement.

The term of this Agreement shall be from April 1, 2026, to December 31, 2036, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. RCRCDD shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the COUNTY to proceed ("Notice to Proceed").

RCRCDD shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from COUNTY to proceed ("Notice to Proceed"). RCRCDD shall complete the services required hereunder set forth the date of commencement of work.

6. Delays in Performance.

a. Neither COUNTY nor RCRCDD shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. RCRCDD shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, RCRCDD shall assist the COUNTY, as requested, in obtaining and maintaining all permits required by federal, state and local regulatory agencies.

c. If applicable, RCRCDD is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of services or operations performed under this Agreement.

8. Standard of Care

RCRCDD services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subordination

RCRCDD shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the COUNTY, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained

herein shall prevent RCRCRD from employing independent associates, and subcontractors as RCRCRD may deem appropriate to assist in the performance of services hereunder.

10. Independent RCRCRD

RCRCRD is retained as an independent contractor and is not an employee of COUNTY. No employee or agent of RCRCRD shall become an employee of COUNTY. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from COUNTY as herein provided.

11. Insurance. RCRCRD holds all insurance to perform the work. In addition, RCRCRD shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) RCRCRD shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the COUNTY.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent RCRCRDs Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give COUNTY, its officials, officers, employees, agents and COUNTY designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the COUNTY, and provided that such deductibles shall not apply to the COUNTY as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the RCRC D shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to COUNTY.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) Subject to written approval by the COUNTY, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the COUNTY as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) RCRC D certifies that they are aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent RCRC D has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the RCRC D shall maintain full compensation insurance for all persons employed directly to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. RCRC D shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the RCRC D shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the COUNTY and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the RCRC D. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the RCRC shall file with COUNTY evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) RCRC shall provide at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the RCRC shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the RCRC shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the COUNTY at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that RCRC's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the COUNTY or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. RCRC shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. RCRC shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is

replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, contain or is endorsed to waiver of subrogation in favor of the COUNTY, its officials, officers, employees, agents, and volunteers or shall specifically allow RCRCD or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. RCRCD hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the RCRCD from liability in excess of such coverage, nor shall it limit the RCRCD's indemnification obligations to the COUNTY and shall not preclude the COUNTY from taking such other actions available to the COUNTY under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the COUNTY, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by RCRCD, and any approval of said insurance by the COUNTY, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the RCRCD pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, COUNTY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by COUNTY will be promptly reimbursed by RCRCD or COUNTY will withhold amounts sufficient to pay premium from RCRCD payments. In the alternative, COUNTY may cancel this Agreement.

(iii) The COUNTY may require the RCRCD to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the COUNTY nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subcontractors Insurance Requirements. RCRCD shall not allow any subcontractors or subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the COUNTY that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name the COUNTY as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by RCRCD, COUNTY may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

12. Indemnification.

a. To the fullest extent permitted by law, RCRCD shall defend (with counsel of COUNTY's choosing), indemnify and hold the COUNTY, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of RCRCD, its officials, officers, employees, subcontractors or agents in connection with the performance of the RCRCD's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. RCRCD's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by RCRCD, the COUNTY, its officials, officers, employees, agents, or volunteers.

b. If RCRCD's obligation to defend, indemnify, and/or hold harmless arises out of RCRCD's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, RCRCD's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the RCRCD, and, upon RCRCD obtaining a final adjudication by a court of competent jurisdiction, RCRCD's liability for such claim, including the cost to defend, shall not exceed the RCRCD's proportionate percentage of fault.

13. California Labor Code Requirements.

a. RCRCD is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, RCRCD agrees to fully comply with such Prevailing Wage Laws. RCRCD shall defend, indemnify and hold the COUNTY, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the RCRCD and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4

shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the RCRCD and all subcontractors performing such services must be registered with the Department of Industrial Relations. RCRCD shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be RCRCD's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against RCRCD or any subcontractor that affect RCRCD's performance of services, including any delay, shall be RCRCD's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered RCRCD caused delay and shall not be compensable by the COUNTY. RCRCD shall defend, indemnify and hold the COUNTY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against RCRCD or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, RCRCD verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors to comply with the same.

15. COUNTY Material Requirements.

RCRCD is hereby made aware of the requirements regarding materials, as set forth in which are deemed to be a part of this Agreement.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

17. Termination or Abandonment

a. COUNTY has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to RCRCD. In such event, COUNTY shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. COUNTY shall pay RCRCD the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the

reasonable value of such services, based on an amount mutually agreed to by COUNTY and RCRC D of the portion of such task completed but not paid prior to said termination. COUNTY shall not be liable for any costs other than the charges or portions thereof which are specified herein. RCRC D shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. RCRC D may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to COUNTY only in the event of substantial failure by COUNTY to perform in accordance with the terms of this Agreement through no fault of RCRC D.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the COUNTY.

19. Organization

RCRC D shall assign a Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the COUNTY.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

RCRC D:

Riverside-Corona Resource Conservation
District

4500 Glenwood Drive, #A

Riverside, CA 92501

Attn: Kerwin Russell, District Manager

COUNTY:

County of Riverside Transportation
Department

3525 14th Street

Riverside, CA 92501

Attn: Frances Segovia, Environmental Project
Manager

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the COUNTY and the RCRC D.

23. Equal Opportunity Employment.

RCRCD represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of COUNTY and RCRCD as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, RCRCD shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of COUNTY. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. COUNTY's Right to Employ Others

COUNTY reserves its right to employ others, in connection with this Project or other projects.

30. Prohibited Interests

RCRCD maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for RCRCD, to solicit or secure this Agreement. Further, RCRCD warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for RCRCD, any fee, commission,

percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of COUNTY, during the term of his or her service with COUNTY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

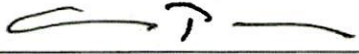
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT
AND RIVERSIDE COUNTY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

RIVERSIDE-CORONA RESOURCE
CONSERVATION District

COUNTY OF RIVERSIDE – DEPARTMENT OF
TRANSPORTATION

By: 
Carl Pongs
Board President

By: 
Its: DIRECTOR OF TRANSPORTATION
Printed Name: Dennis Acena

ATTEST:

By: 
Kerwin Russell, District Manager

APPROVED AS TO FORM:

By: 
Michele Felix-Dermardiker, Assistant District Manager

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE RIVERSIDE-CORONA RESOURCE CONSERVATION DISTRICT
AND COUNTY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COUNTY:

COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

By: Karen S. Spiegel
Karen Spiegel
Chair of the Board of Supervisors

Dated: JUL 14 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

COUNTY OF RIVERSIDE, a political
Subdivision of the State of California

By: [Signature]
Dennis Acuna, P.E., T.E., Director
Transportation Department

APPROVED AS TO FORM

Stephanie Nelson
County Counsel

By: Steph Nelson
Stephanie Nelson
Deputy County Counsel

EXHIBIT A

Scope of Services

RCRCD will grow, install, irrigate, and maintain 18, 5-gallon coast live oak trees at their Horsethief Conservation Property in Temescal Valley for 10 years, beginning at the signature date of this agreement and ending approximately 10 years later, on or near December 31, 2036.

EXHIBIT B

Schedule of Charges/Payments

RCRCD will invoice COUNTY for lump sum total for the project. RCRCD will include an annual progress report if needed. RCRCD will inform COUNTY regarding any out-of-scope work being requested by COUNTY after approval of this agreement. This is a time-and-materials contract.

EXHIBIT C
Activity Schedule

To be determined