

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



**ITEM: 3.85**  
**(ID # 26360)**

**MEETING DATE:**  
Tuesday, December 03, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Cooperative Agreement by and between the County of Riverside and City of Temecula for the Rainbow Canyon Road Pavement Rehabilitation, District 3. [\$38,373 Total Cost - Gas Tax/SB1 100%]

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

1. **Approve** the Cooperative Agreement by and between the County of Riverside and the City of Temecula for the Rainbow Canyon Road Pavement Rehabilitation and authorize the Chair of the Board to execute the same.

**ACTION:Policy**

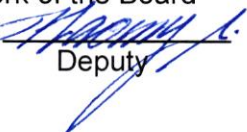
  
Dennis Acuna, Director of Transportation 11/12/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 3, 2024  
xc: TLMA-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>	\$ 38,373	\$ 0	\$ 38,373	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Gas Tax/SB1. There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

The City of Temecula's Rainbow Canyon Road Pavement Rehabilitation project provides for the resurfacing of Rainbow Canyon Road between Pechanga Parkway and the Temecula City limits as well as an approximately 300' segment south of the County/City Boundary within County jurisdiction. The County of Riverside's jurisdiction is the full roadway width south of the City limits.

The Rainbow Canyon Road Pavement Rehabilitation project proposes to mill and overlay the existing asphalt with Hot Mix Asphalt within the County's jurisdiction to complete a missing gap of resurfacing.

The County of Riverside and the City of Temecula have designated the City as the lead agency for the project. The Cooperative Agreement establishes the roles and responsibilities of each agency for the construction of the project and obligates the County to fund 100% of the project within the jurisdictional boundaries of the County.

The County will make an initial \$38,372.50 deposit which constitutes the estimated cost to complete the project within County jurisdiction. At project completion, City will provide final accounting of costs to County and refund any remaining balances. The City is providing services and has no obligation to fund any portion of the project within the County's jurisdiction.

County Counsel has approved the Agreement as to legal form.

Project No. D5-0042, Rainbow Canyon Road Resurfacing

**Impact on Residents and Businesses**

The resurfacing project will provide the public with a smooth paved roadway that will improve the safety and efficiency of the roadway.

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

The work is scheduled to begin in Fall 2024. The work will be phased to keep the road open during construction as much as possible, and it will take approximately one month to complete the County segment.

**Additional Fiscal Information**

The County of Riverside will be responsible for funding 100% of the Rainbow Canyon Road Pavement Rehabilitation costs within the County jurisdiction.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Cooperative Agreement

Vicinity Map

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 11/20/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 11/19/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

COOPERATIVE AGREEMENT

Rainbow Canyon Road Pavement Rehabilitation

This Cooperative Agreement (AGREEMENT) is entered into this 03 day of December, 2024, by and between the County of Riverside, a political subdivision of the state of California, (COUNTY) and the City of Temecula, a municipal corporation, (CITY) for the development and implementation of certain roadway improvements on Rainbow Canyon Road located within the jurisdictional boundaries of the COUNTY. COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as "PARTIES".

RECITALS

- A. The CITY is proposing pavement rehabilitation of Rainbow Canyon Road from the intersection of Pechanga Parkway and Rainbow Canyon Road to approximately 300 feet south of the border of Riverside County and City of Temecula, hereinafter called "PROJECT", as shown on Exhibit A, attached hereto and incorporated herein by this reference.
- B. The PROJECT limits include portions of Rainbow Canyon Road within the jurisdictional boundaries of COUNTY, hereinafter referred to as "COUNTY PORTION".
- C. The COUNTY PORTION is approximately 11,000 square feet in area, generally described as the full width of Rainbow Canyon Road between the border of Riverside County and City of Temecula for approximately 300 feet in the Southern direction, as shown on Exhibit B, attached hereto and incorporated herein by this reference.
- D. The PROJECT generally consists of grinding one tenth (.1) foot of the existing asphalt pavement and replacing it with new asphalt concrete including an Asphalt Rubber Aggregate Membrane (ARAM) interlayer. The PROJECT will also include restriping of the roadways, replacement of pavement markings, replacement of vehicle detector loops,

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

**COOPERATIVE AGREEMENT**

Rainbow Canyon Road Pavement Rehabilitation

This Cooperative Agreement (AGREEMENT) is entered into this 03 day of December, 2024, by and between the County of Riverside, a political subdivision of the state of California, (COUNTY) and the City of Temecula, a municipal corporation, (CITY) for the development and implementation of certain roadway improvements on Rainbow Canyon Road located within the jurisdictional boundaries of the COUNTY. COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as "PARTIES".

RECITALS

- A. The CITY is proposing pavement rehabilitation of Rainbow Canyon Road from the intersection of Pechanga Parkway and Rainbow Canyon Road to approximately 300 feet south of the border of Riverside County and City of Temecula, hereinafter called "PROJECT", as shown on Exhibit A, attached hereto and incorporated herein by this reference.
- B. The PROJECT limits include portions of Rainbow Canyon Road within the jurisdictional boundaries of COUNTY, hereinafter referred to as "COUNTY PORTION".
- C. The COUNTY PORTION is approximately 11,000 square feet in area, generally described as the full width of Rainbow Canyon Road between the border of Riverside County and City of Temecula for approximately 300 feet in the Southern direction, as shown on Exhibit B, attached hereto and incorporated herein by this reference.
- D. The PROJECT generally consists of grinding one tenth (.1) foot of the existing asphalt pavement and replacing it with new asphalt concrete including an Asphalt Rubber Aggregate Membrane (ARAM) interlayer. The PROJECT will also include restriping of the roadways, replacement of pavement markings, replacement of vehicle detector loops,

replacement of existing pedestrian ramps with new pedestrian ramps that comply with current ADA standards, as well as traffic control and water quality compliance during construction.

- E. The COUNTY can benefit from cost savings associated with a larger improvement project which includes the COUNTY PORTION.
- F. COUNTY desires CITY to include the COUNTY PORTION as part of the PROJECT.
- G. CITY and COUNTY desire to define herein terms and conditions under which said PROJECT is to be administered, engineered, coordinated, and constructed.

#### AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

#### SECTION 1 CITY AGREES:

1. To provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT, including the COUNTY PORTION.
2. To act as the lead agency on behalf of the COUNTY for the overall implementation of the PROJECT. The CITY is providing services on a reimbursable basis and has no obligation to fund any portion of the COUNTY PORTION. Nothing in the AGREEMENT is intended to commit the CITY to provide replacement funding for or to continue with the PROJECT, if funds are not available.
3. CITY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and are available for the COUNTY's review and approval. Final plans for improvements are prepared to CITY standards, and signed by a Civil Engineer registered in the State of California. CITY shall not begin construction within COUNTY until COUNTY has approved the COUNTY PORTION of the PS&E documents.
4. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the PROJECT.

5. To direct CITY's contractor to identify any existing surface utility facilities within the limits of the PROJECT and to protect the facilities as detailed in the construction contract documents.
6. To make a written application to COUNTY for an encroachment permit authorizing entry in to COUNTY right of way for the purposes of constructing PROJECT.
7. To advertise, award and administer a public works contract for the construction of the PROJECT, including COUNTY PORTION, in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, and California Public Contract Code, and in accordance with the encroachment permits issued by COUNTY.
8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the construction contract documents.
10. To submit any contract change order that causes the construction contract to exceed ten percent (10%) of the contract bid amount for COUNTY PORTION improvements to COUNTY for review and approval prior to final authorization by CITY. If any contract change order causes the construction contract to change by less than ten percent (10%) of the bid amount for the COUNTY PORTION, CITY is authorized by COUNTY approval of this AGREEMENT to move forward with such change.
11. To furnish COUNTY a final reconciliation of PROJECT expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract.

If final costs associated with the COUNTY PORTION are in excess of the deposit provided in Section 2, CITY shall include a final bill with the financial reconciliation. If final costs associated with the COUNTY PORTION are less than the deposit provided in Section 2, CITY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 COUNTY AGREES:

1. To fund one hundred percent (100%) of the cost of the COUNTY PORTION, as shown in Exhibit C, attached hereto and incorporated herein by this reference. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit C, COUNTY will in good faith amend this AGREEMENT to include any such costs under this AGREEMENT.
2. To deposit with CITY, prior to CITY start work and upon written request by CITY, **thirty-eight thousand three hundred seventy-two dollars and fifty cents. (\$38,372.50)** (the "DEPOSIT"), which represents one hundred percent (100%) of the estimated costs to complete construction, including 10% contingency, for COUNTY PORTION, as provided as Exhibit C.
3. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an encroachment permit authorizing entry onto COUNTY right of way to complete construction, including traffic control, construction survey, inspection and materials testing for the PROJECT.
4. To provide at no cost to the CITY, oversight of the COUNTY PORTION, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the PROJECT.

SECTION 3 IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY and COUNTY acknowledge and agree that any funding shortfall for the completion of the COUNTY PORTION will be the sole responsibility of COUNTY. Nothing in the AGREEMENT is intended to commit the CITY to funding any portion



of the COUNTY PORTION, or shall be construed as obligating the CITY to provide replacement funding for any anticipated funding or to continue with the COUNTY PORTION if funds are no longer available. In the event that adequate funds are not available to move forward or to complete the COUNTY PORTION, PARTIES agree to meet and confer and collectively work to identify adequate funding for COUNTY PORTION.

2. The total cost to COUNTY to complete construction, including 10% contingency, for COUNTY PORTION is estimated to be **thirty-eight thousand three hundred seventy-two dollars and fifty cents**. (\$38,372.50) as detailed in Exhibit C.
3. CITY shall not be obligated to commence the COUNTY PORTION until after receipt of COUNTY's DEPOSIT as required in Section 2.
4. Construction by CITY of improvements for COUNTY PORTION shall not be commenced until an Encroachment Permit to CITY or CITY's contractor, authorizing such work, has been issued by COUNTY.
5. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name COUNTY, its officers, agents and employees, as additionally insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall cause CITY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to COUNTY prior to the start of construction.
6. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.

7. COUNTY shall be responsible for the maintenance of the improvements provided by PROJECT, identified as COUNTY PORTION.
8. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
9. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT.
10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this AGREEMENT.
11. In the event that either PARTY defaults in the performance of any of its obligations under this AGREEMENT or materially breaches any of the provisions of this AGREEMENT, the non-breaching PARTY shall have the option to terminate this AGREEMENT upon ninety (90) days written notice to the breaching PARTY.
12. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the

remainder of this AGREEMENT and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13. This AGREEMENT is to be construed in accordance with the laws of the State of California.
14. Neither the CITY nor COUNTY shall assign this AGREEMENT without the prior written consent of the other PARTY.
15. Any action at law or equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
16. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this AGREEMENT shall not be construed against the PARTY that prepared it in its final form.
17. Any waiver by COUNTY or CITY of any breaches by the other PARTY of any provision of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY or CITY to require from any other PARTY exact, full and complete compliance with any of the provisions of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping COUNTY or CITY from enforcing this AGREEMENT.
18. The AGREEMENT, its Recitals, and Exhibits A-C herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the agreement in full. Any agreement or representation respecting the matters dealt with

herein or the duties of any PARTY in relation thereto, not expressly set forth in this AGREEMENT, in null and void.

19. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not a PARTY to this AGREEMENT or affecting the legal liability of any PARTY to the AGREEMENT by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
20. COUNTY and CITY shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a period of minimum three (3) years from the date of recordation of the Notice of Completion of the PROJECT.
21. This AGREEMENT 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 AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further agree that the electronic signatures of the PARTIES included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to 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.

22. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

<b>COUNTY:</b> Riverside County Transportation Department Attn: Dennis Acuna Director of Transportation 4800 Lemon Street, 8 <sup>th</sup> Floor Riverside, CA 92501 Phone: (951) 955-6740	<b>CITY:</b> City of Temecula Attn: Ron Moreno Director of Public Works/City Engineer 41000 Main Street Temecula, CA 92590 Phone: (951) 240-0950
--	--

[Signature Page Follows]

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:


 Dated: 11/13/2024

DENNIS ACUNA

Director of Transportation

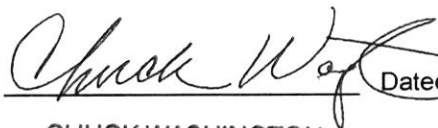
APPROVED AS TO FORM:

MINH C. TRAN, COUNTY COUNSEL

By  Dated: 11/19/24

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 12/13/2024

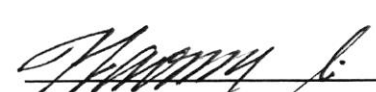
CHUCK WASHINGTON

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

KIMBERLY A RECTOR, CLERK OF THE BOARD

 Dated: 12/13/2024

Deputy

(SEAL)

CITY Approvals

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

AARON ADAMS

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

PETE M. THORSON

PRINTED NAME

CITY Attorney

ATTEST:

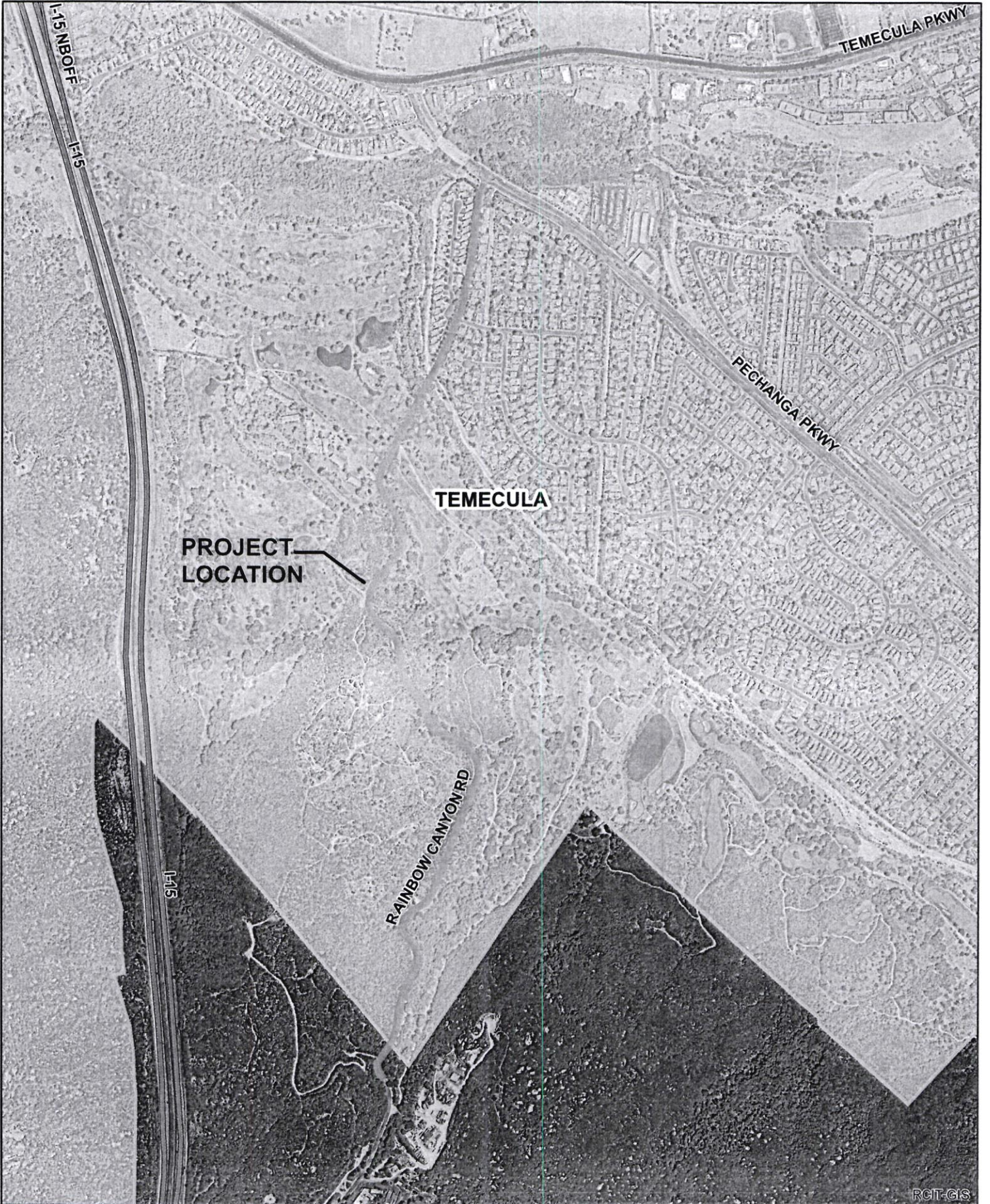
\_\_\_\_\_ Dated: \_\_\_\_\_

RANDI JOHL

PRINTED NAME

# RAINBOW CANYON ROAD PAVEMENT REHABILITATION EXHIBIT A

0 500 1,000 2,000 Feet  
1 inch = 1,000 feet



# EXHIBIT B - COUNTY PORTION



- Legend**
- Parcels (July 2024)
  - Special Zoning Parcels
  - City of Temecula Boundary
  - Street Names
  - Highways
    - HWY
    - INTERCHANGE
    - INTERSTATE
    - OFFRAMP
    - ONRAMP
    - USHWY
  - Hospitals
  - Creeks
  - Cities
  - Streets
    - PAVED
    - PROPOSED
    - UNPAVED
  - Public Facilities
    - Parks
    - Schools
  - Rehab to be Complete in County ROW
  - 10,875 sf

1:564



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Latitude Geographics Group Ltd.

94.0 0 47.02 94.0 Feet

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION



**EXHIBIT C**  
**ESTIMATE**

<b>Rainbow Canyon County Portion Additional Pavement Estimate</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>ATP Unit Price</b>	<b>Extended Price</b>
4	Traffic Control	LS	1	\$2,500.00	\$2,500.00
12	Cold Mill - 1.2" (0.1') - Arterial	SY	1,000	\$3.10	\$3,100.00
13	Leveling Course - 1.2" (0.1') - Arterial	TON	67.5	\$115.00	\$7,762.50
14	Asphalt Rubber Aggregate Membrane (ARAM) - 3/8" (0.03') - Arterial	SY	1,000	\$10.79	\$10,790.00
15	Asphalt Rubber Hot Mix (ARHM) - 1.2" (0.1') Arterial	TON	101.25	\$132.00	\$13,365.00
33	Apply White Continuous Edgeline Striping (Detail 27B)	LF	600	\$0.75	\$450.00
34	Apply Double Yellow Centerline Striping (Detail 22)	LF	300	\$1.35	\$405.00

\$ 38,372.50

# RAINBOW CANYON ROAD PAVEMENT REHABILITATION EXHIBIT A

0 500 1,000 2,000 Feet  
1 inch = 1,000 feet

