

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



**ITEM: 3.61  
(ID # 29499)**

**MEETING DATE:**  
Tuesday, December 16, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approval of the Cooperative Agreement between the County of Riverside and the California Department of Transportation for the preparation of a Project Initiation Document: Project Study Report - Project Development Support for proposed improvements to the I-15 / Temescal Canyon Road Interchange. 2nd District. [\$300,000 Total Cost; Local Funds (TUMF) 100%].

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

1. Approve the Cooperative Agreement between the County of Riverside and the California Department of Transportation for the preparation of a Project Initiation Document: Project Study Report - Project Development Support (PSR-PDS) for proposed improvements to the I-15 / Temescal Canyon Road Interchange and Authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

  
Dennis Acuna, Director of Transportation 12/2/2025

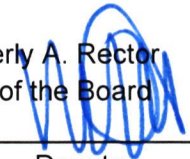
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: Medina  
Date: December 16, 2025  
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>	\$ 100,000	\$ 200,000	\$ 300,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Local Funds, TUMF (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 - 27/28	

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

**BACKGROUND:**

**Summary**

LW Developers, LLC. (Developer) intends to move forward with the Serrano Commerce Center Specific Plan No. 353 in the Community of Glen Ivy Hot Springs in Riverside County. This project will create a large commerce center featuring light industrial, flood control, and open space uses along the east side of I-15 in Temescal Valley and is near the I-15 / Temescal Canyon Road Interchange.

As the Serrano Commerce Center is developed, it will elevate traffic flow and alter how traffic moves at the I-15/Temescal Canyon interchange. Both the County of Riverside (County) and Developer have identified the expected traffic and operational changes needed at this interchange. The Developer will be responsible for these changes and traffic impacts at the I-15 Temescal Canyon Road interchange and as such, is required to make the necessary improvements to the interchange.

The I-15 / Temescal Canyon Road interchange is owned and maintained by the California Department of Transportation (Caltrans) and all interchange improvements with its required phases of project initiation, environmental clearance, final design, and construction must be coordinated with Caltrans through a Local Lead Agency. A PSR-PDS for the project initiation phase is needed and will identify the interchange improvements need and purpose, stakeholder input, alternatives, and environmental analysis.

The Developer is responsible for advancing and implementing the design of these interchange improvements and its required phases. The Developer desires to designate the County as the Local Lead Agency for the project initiation phase to develop the PSR-PDS while providing necessary administrative and technical support.

This Agreement outlines the roles of the County and Caltrans during the project initiation phase and assigns responsibilities, designates funding obligations, and authorizes work to complete the PSR-PDS. Caltrans will be providing oversight, review, and approval services through this cooperative agreement.

The County will be entering into a cooperative agreement with the Developer by which the County will be designated as the Local Lead Agency and provide services to complete the project initiation phase for the interchange improvements concurrent with the approval for this

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

agreement.

I-15 / Temescal Canyon Road Interchange Project Number: D5-0074

**Impact on Residents and Businesses**

The proposed improvements will improve safety and enhance operational efficiency for local, regional, and interregional traveling motorists. The proposed improvements will also incorporate pedestrian and bicyclist paths and will be designed to encourage alternative forms of transportation and recreation.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The County is using WRCOG TUMF funding to cover Caltrans costs associated with this Cooperative Agreement. There are no general funds used on this project.

**ATTACHMENTS:**

Cooperative Agreement

 Crystal Carrillo, Senior Management Analyst	12/10/2025	 Danielle Maland, Deputy County Counsel	12/4/2025
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 Aaron Gettis, Chief of Deputy County Counsel	12/4/2025
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# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, December 16, 2025, that the Chair is authorized and directed to execute on behalf of said County the Cooperative Agreement ID: 08-1802 between Riverside County and the California Department of Transportation (CalTrans) providing for: Project Initiation Document: Project Study Report – Project Development Support for proposed improvements to the I-15 / Temescal Canyon Road Interchange.

## ROLL CALL:

Ayes: Spiegel, Washington, Perez and Gutierrez

Nays: None

Absent: Medina

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY: \_\_\_\_\_

  
Deputy

## COOPERATIVE AGREEMENT COVER SHEET

### Work Description

TO MODIFY AND UPGRADE THE EXISTING TIGHT-DIAMOND INTERCHANGE RAMPS TO JOIN THE MODIFIED ALIGNMENT OF TEMESCAL CANYON ROAD AND SAFELY ACCOMMODATE INTERSECTION OPERATION FOR ALL MODES OF TRAVEL.

### Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

#### CALTRANS

Ashraf Habbak, Project Manager  
464 West 4th Street  
San Bernardino, CA 92401  
Office Phone: (909) 838-2280  
Email: ashraf.habbak@dot.ca.gov

#### COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

Azan Junaid, Senior Civil Engineer  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92502  
Office Phone: (951) 955-6781  
Email: ajunaid@rivco.org

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## COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT, referred to hereinafter as "AGREEMENT", executed on and effective from \_\_\_\_\_, is between the STATE OF CALIFORNIA, acting through its Department of Transportation, referred to hereinafter as "CALTRANS," and

the COUNTY OF RIVERSIDE, a political subdivision of the State of California, acting through its Transportation Department, referred to hereinafter as "CORTD."

An individual signatory to this AGREEMENT is referred to hereinafter as a "PARTY." Collectively, the signatories to this AGREEMENT are referred to hereinafter as the "PARTIES."

### RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *to modify and upgrade the existing tight-diamond interchange ramps to join the modified alignment of Temescal Canyon Road and safely accommodate intersection operation for all modes of travel* will be referred to hereinafter as "PROJECT." CORTD desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as "WORK":
  - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate one hundred eighty (180) days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. The following documents are attached to, and made an express part of this AGREEMENT:
  - Scope Summary
6. No PROJECT deliverables have been completed prior to this AGREEMENT.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

## **RESPONSIBILITIES**

### **Sponsorship**

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. CORTD is the SPONSOR for the WORK in this AGREEMENT.

### **Implementing Agency**

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CORTD is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

12. CORTD will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

### **Funding**

14. CORTD is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

### **CALTRANS' Quality Management**

20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CORTD's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

23. CORTD will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

**Project Initiation Document (PID)**

24. As the PID IMPLEMENTING AGENCY, CORTD is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
25. Should CORTD request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, CORTD agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
26. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
See Scope Summary	YES

27. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

28. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
29. CALTRANS will actively participate in the Project Development Team meetings.
30. The PID will be signed on behalf of CORTD by a Civil Engineer registered in the State of California.
31. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to CORTD within sixty (60) calendar days from the date CALTRANS received the draft PID from CORTD. CORTD

will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by CORTD, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from CORTD.

After CORTD revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS received the revised draft PID from CORTD. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, CORTD will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after CORTD provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by CORTD under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

### **Additional Provisions**

#### **Standards**

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines
- Highway Design Manual

#### **Noncompliant Work**

33. CALTRANS retains the right to reject noncompliant WORK. CORTD agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

#### **Qualifications**

34. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

35. CORTD will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

36. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CORTD, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to CORTD, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
37. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

38. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

39. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

40. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

41. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

42. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
43. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of CORTD in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

#### Claims

44. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
45. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
46. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

#### Accounting and Audits

47. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.  
  
PARTIES will retain all WORK-related records for three (3) years after the final voucher.  
  
PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.
49. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and CORTD will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
51. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

#### Interruption of Work

52. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

#### Penalties, Judgments and Settlements

53. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
54. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

### **GENERAL CONDITIONS**

55. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

**Venue**

56. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

**Exemptions**

57. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

**Indemnification**

58. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CORTD, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CORTD under this AGREEMENT. It is understood and agreed that CORTD, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CORTD, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
59. Neither CORTD nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CORTD and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

**Non-parties**

60. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

61. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

#### **Ambiguity and Performance**

62. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

63. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

#### **Defaults**

64. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

#### **Dispute Resolution**

65. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Director of Transportation of CORTD will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

66. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

**Prevailing Wage**

67. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

**FUNDING SUMMARY**

<b>FUNDING TABLE</b>				
<b><u>IMPLEMENTING AGENCY:</u></b>			<b><u>CORTD</u></b>	
<b>Source</b>	<b>Party</b>	<b>Fund Type</b>	<b>PID</b>	<b>Totals</b>
LOCAL	CORTD	Local	450,000	450,000
Totals			450,000	450,000

<b>SPENDING TABLE</b>			
	<b>PID</b>		
<b>Fund Type</b>	<b>CALTRANS</b>	<b><u>CORTD</u></b>	<b>Totals</b>
Local	300,000	150,000	450,000
Totals	300,000	150,000	450,000

**Funding**

68. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

**Invoicing and Payment**

69. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, CORTD will pay invoices within five (5) calendar days of receipt of invoice.
70. If CORTD has received EFT certification from CALTRANS then CORTD will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

**Project Initiation Document (PID)**

71. CALTRANS will submit an invoice to CORTD in the amount of \$300,000 after the execution of this AGREEMENT. The invoice amount is the estimated costs for CALTRANS to perform WORK.

CALTRANS will not begin WORK until CORTD pays invoice in full.

Upon completion of WORK, CALTRANS will perform a final accounting of WORK costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the obligation of this AGREEMENT. Should CALTRANS submit an invoice as a result of the final accounting, CORTD agrees to pay within forty-five (45) days of receipt of invoice.

**SIGNATURES**

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically. 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.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

\_\_\_\_\_

**STATE OF CALIFORNIA DEPARTMENT  
OF TRANSPORTATION**

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Catalino A. Pining III  
District 8 Director

**Verification of Funds and Authority:**

*Karem Evans*

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Karem Evans  
District 8 Budget Manager (Acting)

**Certified as to financial terms and policies:**



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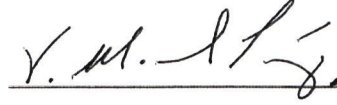
Darwin Salmos  
HQ Accounting Supervisor

*Carl Randall Nash*

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Carl Nash  
Attorney Department of Transportation

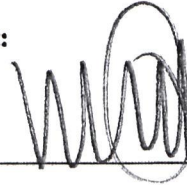
**COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT**



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V. Manuel Perez  
Chair, Board of Supervisors

**Attest:**

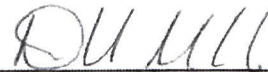


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Kimberly A. Rector  
Clerk of the Board

DEPUTY

**Approved as to Form:**



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Danielle Maland  
Deputy County Counsel

**SCOPE SUMMARY**

<b>WORK ELEMENT</b>	<b>CALTRNAS</b>	<b>CORTD</b>	<b>N/A</b>
0.100.05.05.xx - Quality Management Plan	x	x	
0.100.05.05.xx - Risk Management Plan		x	
0.100.05.05.xx - Project Communication Plan		x	
0.100.05.10.xx - Quality Management	x		
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	x	x	
0.100.05.10.xx - Independent Quality Assurance (IQA)	x		
0.100.05.10.xx - Project Development Team Meetings	x	x	
1.150.05.05 - Review of Existing Reports, Data, Studies, and Mapping	x	x	
1.150.05.10 - Geological Hazards Review		x	
1.150.05.15 - Utility Search		x	
1.150.05.20 - Environmental Constraints Identification		x	
1.150.05.25 - Traffic Forecasts/Modeling		x	
1.150.05.30 - Surveys and Maps for PID		x	
1.150.05.35 - Transportation Problem Definition and Site Assessment		x	
1.150.05.45 - As-Built Centerline and Existing Right of Way		x	
1.150.05.50 - Transportation Climate Risk/Adaptation Evaluation		x	
1.150.10 – Initial Alternatives Development		x	
1.150.10.05 - Public/Local Agency Input	x	x	
1.150.10.15 – Concept Alternatives Development		x	
1.150.15 – Alternatives Analysis	x	x	
1.150.15.05 - Right of Way Data Sheets		x	
1.150.15.10 - Utility Relocation Requirements Assessment		x	
1.150.15.15 - Railroad Involvement Determination		x	
1.150.15.35 - Multimodal/Complete Streets Review	x	x	
1.150.15.40 - Hydraulic Review	x	x	
1.150.15.50 - Traffic Studies		x	
1.150.15.55 - Construction Estimates		x	
1.150.15.60 – Preliminary Transportation Management Plan		x	
1.150.15.65 Climate Change Analysis		x	
1.150.20 – Preliminary Environmental Analysis Report (PEAR)		x	
1.150.20.05 - Initial Noise Study		x	
1.150.20.10 - Hazardous Waste Initial Site Assessment/Investigations		x	
1.150.20.15 - Scenic Resources and Landscape Architecture Review		x	
1.150.20.20 – Initial NEPA/404 Coordination		x	
1.150.20.25 – Initial Biology Study		x	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		x	
1.150.20.40 - Initial Community Impact Analysis, Land Use, and Growth Studies		x	
1.150.20.45 - Initial Air Quality Study		x	
1.150.20.50 - Initial Water Quality Studies		x	

1.150.20.60 - Preliminary Environmental Analysis Report Preparation		x	
1.150.20.65 - Initial Paleontology Study		x	
1.150.25.05 - Draft PID		x	
1.150.25.10 – Approved Exceptions to Design Standards	x	x	
1.150.25.20 PID Circulation, Review & Approval	x	x	
1.150.25.25 - Storm Water Data Report		x	
1.150.25.30.05 – Cost Estimates for Alternatives		x	
1.150.25.99 – Other PID Products		x	
1.150.25.99.xx – Complete Streets Decision Document (CSDD)		x	
1.150.25.99.xx – Vehicle Miles Traveled Decision Document (VMTDD)		x	
1.150.25.99.xx - Public Engagement Plan (PEP)		x	
1.150.25.99.xx - Headquarters Division of Engineering Services PSR-PDS scopingchecklist		x	
1.150.35 - Required Permits, Licenses, Agreements, and Certifications (PLACs) during Project Initiation Documents Development		x	
1.150.40 - PLACs During Project Initiation Documents Development		x	
1.150.45 - Base Maps and Plan Sheets for Project Initiation Documents		x	



Riverside County Board of Supervisors  
Request to Speak

Submit request to the Clerk of the Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Adam Collier

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date: 12/12/25 Agenda # ~~3.51~~ 3.61

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support \_\_\_\_\_  Oppose \_\_\_\_\_  Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

Parking validations available for speakers only – see Clerk of the Board.

(Revised: 04/23/2025)

## BOARD RULES

### Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

### Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. **Speakers are prohibited from bringing signs, placards, or posters into the hearing room.**

### Individual Speaker Limits:

**Individual speakers are limited to a maximum of three (3) minutes.** The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.



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SPEAKER'S NAME: Tracy Davis

Address: 8826 Flintridge Lane

City: ~~Tracy~~ Temescal Valley, CA Zip: 92883

Phone #: 951-277-3253

Date: 12/16/2024 Agenda # 3.61

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

X Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support \_\_\_\_\_ Oppose \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

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(Revised: 04/23/2025)

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