

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



ITEM: 3.25  
(ID # 18917)

MEETING DATE:  
Tuesday, May 17, 2022

FROM : TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Service Agreement by and between the County of Riverside and City of Desert Hot Springs for the Mountain View Road Roadway Improvements, District 4. [\$577,800 Total Cost - City of Desert Hot Springs Funds 100%] (Companion Item to MT No. 18779)

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

1. Approve the Service Agreement by and between the County of Riverside and City of Desert Hot Springs for the Mountain View Road Roadway Improvements in the amount of \$577,800 for FY 22/23, and authorize the Chair of the Board to execute the same.

**ACTION:**Policy

  
Mark Lancaster, Director of Transportation 4/22/2022

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: May 17, 2022  
xc: Transportation

Kecia R. Harper  
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>	\$ 0	\$ 577,800	\$ 577,800	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% City of Desert Hot Springs. There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			For Fiscal Year: 22/23	

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

**BACKGROUND:**

**Summary**

The Transportation Improvement Program (TIP) provides for the resurfacing of Mountain View Road between Dillon Road and the City of Desert Hot Springs located in the Community of Southeast Desert Hot Springs. The City of Desert Hot Springs has requested that the County include a portion of the roadway within the City's jurisdiction. The City's jurisdiction is along the west side of the road between a point approximately 5,300 feet north of Dillon Road to a point approximately 8,000 feet north of Dillon Road. The road becomes a full City maintained road beyond that point.

The Mountain View Road Resurfacing Project between Dillon Road and City of Desert Hot Springs City limit proposes to pulverize the existing pavement and place new Hot Mix Asphalt. The segment between Ava Court and the northerly end of the project will be reconstructed. Incidental work will include drainage repair work, replacing signage, and striping, and other work as needed.

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

The City will make an initial \$577,800 deposit. The deposit includes a 10% contingency for the City's portion of the work. Upon project completion, a final accounting will be performed, and any remaining balances will be refunded to the City. The County is providing services and has no obligation to fund any portion of the project within the City's jurisdiction.

The Service Agreement was approved by the Desert Hot Springs City Council on May 3rd, 2022.

County Council has approved the Agreement as to legal form.

Project No D0-0109 Mountain View Road Resurfacing Project

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

**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.

The work is scheduled to begin in summer 2022. The work will be phased to keep the road open during construction as much as possible and will take approximately three months to complete.

**Additional Fiscal Information**

The City of Desert Hot Springs will be responsible for funding 100% of the Mountain View Road Resurfacing Project costs within the city jurisdiction. No General Funds will be used on this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

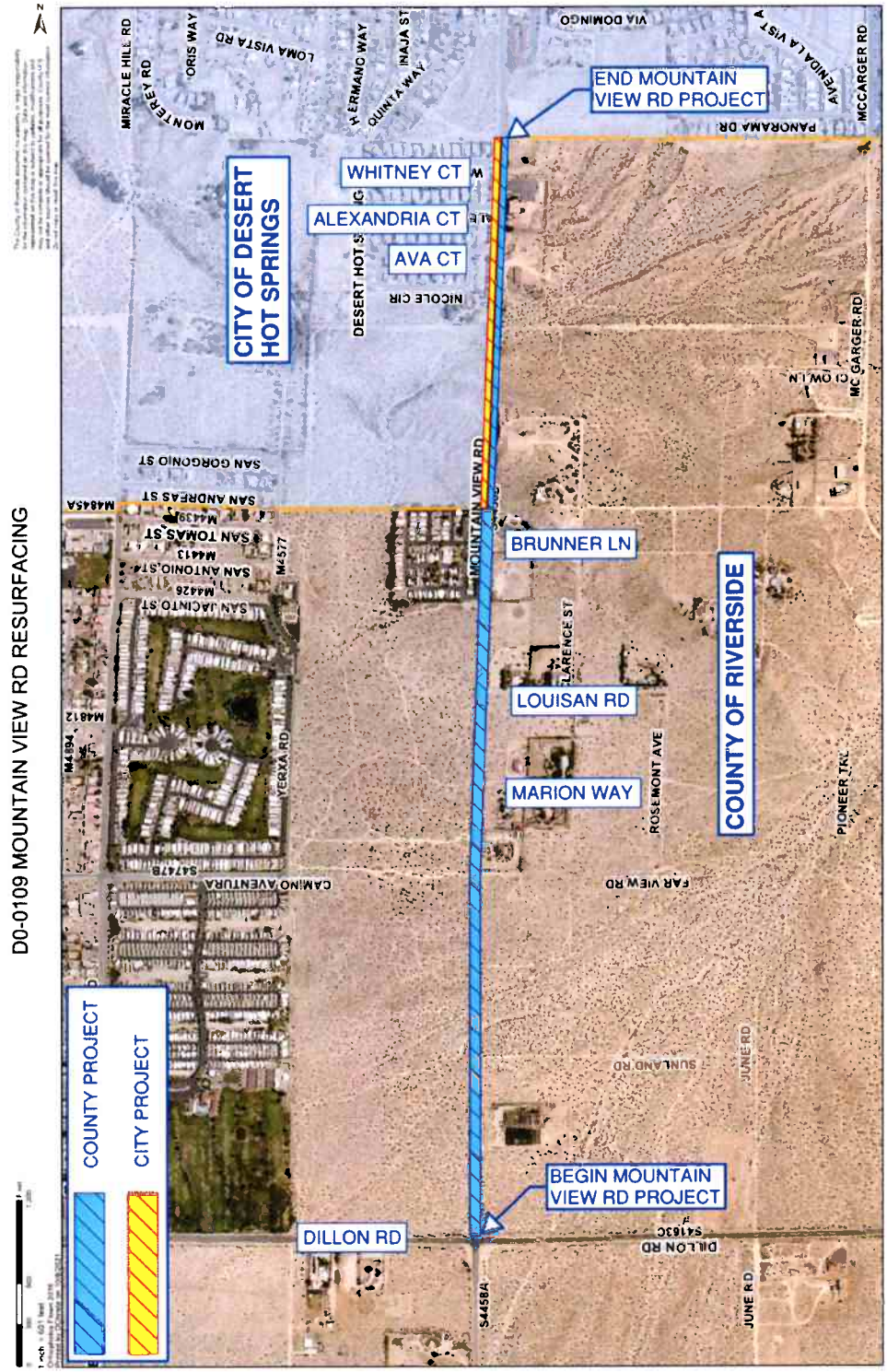
Service Agreement

Vicinity Map

  
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Jason Farin, Principal Management Analyst 5/10/2022

EXHIBIT A – VICINITY / PROJECT MAP

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Mountain View Road

**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF DESERT HOT SPRINGS**

**FOR**

**MOUNTAIN VIEW ROAD ROADWAY IMPROVEMENTS**

This Service Agreement for the [Mountain View Road Roadway Improvements](#) ("Agreement") is entered into this 17<sup>th</sup> day of MAY, 2022, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the [City of Desert Hot Springs, a municipal corporation](#), (hereinafter "CITY") for the Roadway Improvements on [Mountain View Road](#), located within the jurisdictional boundaries of the COUNTY and CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. The COUNTY currently has a Roadway Improvement Project on Mountain View Road from Dillon Road to City of Desert Hot Springs City Limits, which excludes work outside of the COUNTY's jurisdiction ("COUNTY PROJECT").
- B. COUNTY and CITY have mutually agreed that Mountain View Road, a 24 foot to 58 foot variable width two lane facility between Dillon Road to City of Desert Hot Springs City Limits, is in need of roadway improvements.
- C. The COUNTY PROJECT coincides with CITY limits on Mountain View Road on the west half of the roadway width between 200 feet north of Brunner Lane and 175 feet north of Whitney Court, as shown on "Exhibit A" (Vicinity / Project Map). All improvements being proposed within CITY limits shall be referred to as "CITY PROJECT."
- D. The improvements on Mountain View Road will be to resurface the roadway consisting of pulverizing or excavating the existing pavement and overlaying with Hot Mix Asphalt. Incidental work will include and not be limited to reconstructing portions of curb and gutter, reconstructing cross-gutters and spandrels,

MAY 17 2022 3.25

1 reconstructing curb ramps, constructing driveways, reconstructing driveways, placing an asphalt safety  
2 edge, placing shoulder backing, replacement of signage, and striping the roadway.

3 E. COUNTY and CITY desire to have one agency take the lead role in the implementation of the roadway  
4 improvements in an interest to coordinate the improvements located in the two jurisdictions and to reduce  
5 overall costs by processing the two separate jurisdictional improvements as one project.

6 F. COUNTY will provide the administrative, technical, managerial, and support services necessary for the  
7 implementation of the CITY PROJECT.

8 G. COUNTY and CITY desire to define herein the terms and conditions under which said CITY PROJECT is  
9 to be administered, engineered, coordinated, and constructed.

10 **AGREEMENT**

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

13 **SECTION 1 • COUNTY AGREES:**

- 14 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the  
15 CITY PROJECT. The COUNTY is providing services on a reimbursable basis as shown on "Exhibit B" and  
16 has absolutely no obligation with regard to COUNTY funding for any portion of CITY PROJECT.
- 17 2. To prepare, or cause to be prepared, detailed PS&E documents for CITY PROJECT and submit to CITY  
18 for review and approval at appropriate stages of development. Final plans for improvements shall be  
19 prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.  
20 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit  
21 construction bids until CITY has approved the PS&E documents.
- 22 3. To identify and locate all utility facilities within the limits of the CITY PROJECT as part of its design  
23 responsibility. If any existing public and/or private utility facilities conflict with CITY PROJECT construction,  
24 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,  
25 relocation, or removal. All utility facilities shall be identified on the plans and specifications, and conflicting  
26 utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the  
27 relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance

1 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior  
2 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility  
3 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the CITY.

- 4 4. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way  
5 for the purposes of constructing CITY PROJECT.
- 6 5. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the CITY PROJECT.
- 7 6. To advertise, award and administer a public works contract for the construction of the CITY PROJECT in  
8 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental  
9 requirements, laws or regulations, including but not limited to the local agency public construction codes,  
10 California Labor Code, and California Public Contract Code.
- 11 7. To furnish a representative to perform the function of Resident Engineer during construction of CITY  
12 PROJECT.
- 13 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
14 soils and compaction tests, measurement and computation of quantities, testing of construction materials,  
15 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other  
16 inspection and staff services necessary to assure that the construction is performed in accordance with the  
17 PS&E documents.
- 18 9. To construct the CITY PROJECT in accordance with approved PS&E documents.
- 19 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract  
20 bid amount for CITY PROJECT improvements that are located within the jurisdictional boundaries of the  
21 CITY to CITY for review and approval prior to final authorization by COUNTY.
- 22 11. To furnish CITY one complete set of full-sized film positive reproducible as-built plans and all contract  
23 records, including survey documents, within three hundred and sixty-five (365) days following the  
24 completion and acceptance of the construction contract. Electronic copies of completed plans will be made  
25 available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
- 26 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion  
27 and acceptance of the construction contract. If final costs associated with the CITY PROJECT are in excess

1 of the Deposit provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If  
2 final costs associated with the CITY PROJECT are less than the Deposit provided in Section 2, COUNTY  
3 shall include a reimbursement for the difference with the financial reconciliation.

4 **SECTION 2 • CITY AGREES:**

- 5 1. To fund one hundred percent (100%) of the cost of the CITY PROJECT. CITY agrees that should  
6 unforeseen circumstances arise which result in an increase of any costs over those shown in "Exhibit B",  
7 CITY will in good faith amend this Agreement to include any such costs under this Agreement.
- 8 2. To deposit with COUNTY, within 30 days of executing this Agreement, five hundred seventy-seven  
9 thousand eight hundred dollars (\$577,800.00), as provided in "Exhibit B."
- 10 3. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
11 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and  
12 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and  
13 construction of the CITY PROJECT.
- 14 4. To provide a representative to coordinate with the COUNTY's Project Manager during the development and  
15 the construction of CITY PROJECT, and to verify facilities are constructed as required by this Agreement,  
16 if applicable.
- 17 5. To provide at no cost to the CITY PROJECT, oversight of the CITY PROJECT, to provide prompt reviews  
18 and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the  
19 CITY PROJECT.
- 20 6. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount for  
21 CITY PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

22 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 23 1. The total cost to CITY to complete PS&E documents, construction, including construction survey, inspection  
24 and a material testing for CITY PROJECT, including a ten percent (10%) contingency, is estimated to be  
25 five hundred seventy-seven thousand eight hundred dollars (\$577,800.00) as detailed in "Exhibit B".
- 26 2. COUNTY shall not be obligated to commence construction of the CITY PROJECT until after receipt of  
27 CITY's Deposit as required in Section 2.



- 1 3. If Change Order Proposal from COUNTY contractor for CITY PROJECT indicates a cost overrun of no  
2 more than ten percent (10%) of the Engineers Estimate as described in "Exhibit B", COUNTY may proceed  
3 with CITY PROJECT.
- 4 4. If upon receiving Change Order Proposal, it is found that a cost overrun exceeding ten percent (10%) of  
5 the Engineers Estimate is anticipated, COUNTY and CITY shall endeavor to agree upon an alternative  
6 course of action. If, after fifteen (15) calendar days from the date of receiving Change Order Proposal, an  
7 alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual  
8 consent, with CITY paying for incurred costs as set forth in this Agreement. COUNTY shall reimburse CITY  
9 within forty five (45) days of termination any portion of Deposit not spent.
- 10 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not  
11 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work  
12 has been issued by CITY.
- 13 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
14 construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability  
15 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of  
16 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall  
17 be required which name CITY, its officers, agents and employees, as additionally insured. COUNTY shall  
18 also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause  
19 COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which  
20 meet the requirements of this section to CITY prior to the start of construction.
- 21 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
22 be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
23 will be necessary to transfer ownership.
- 24 8. CITY shall be responsible for the maintenance of the improvements provided by CITY PROJECT except  
25 as specified in this Agreement or future agreements.
- 26 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
27 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each

1 PARTY hereto.

- 2 10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
3 occurring by reason of any act or omission of CITY under or in connection with any work, authority or  
4 jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code  
5 Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury  
6 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of CITY under  
7 or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 8 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring  
9 by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction  
10 delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code  
11 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury  
12 (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY  
13 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 14 12. In the event that CITY defaults in the performance of any of its obligations under this Agreement or  
15 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate  
16 this Agreement upon 90 days written notice to CITY.
- 17 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
18 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the  
19 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any  
20 way.
- 21 14. This Agreement is to be construed in accordance with the laws of the State of California.
- 22 15. Neither the CITY nor COUNTY shall assign this Agreement without the written consent of the other PARTY.
- 23 16. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or  
24 rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of  
25 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change  
26 of venue in such proceedings to any other county.
- 27 17. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance

1 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITY  
2 or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall  
3 not be construed against the PARTY that prepared it in its final form.

4 18. Any waiver by COUNTY or CITY of any breach by the other PARTY of any provision of this Agreement  
5 shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision  
6 hereof. Failure on the part of COUNTY or CITY to require from the other PARTY exact, full and complete  
7 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing  
8 the terms hereof, or stopping COUNTY or CITY from enforcing this Agreement.

9 19. This Agreement and Exhibits A-B herein contain the entire agreement between the PARTIES, and are  
10 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation  
11 respecting the matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set  
12 forth in this Agreement, is null and void.

13 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
14 parties not a PARTY to this Agreement or affect the legal liability of any PARTY to the Agreement by  
15 imposing any standard of care with respect to the maintenance of roads different from the standard of care  
16 imposed by law.

17 21. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to CITY  
18 PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the CITY  
19 PROJECT.

20 22. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original  
21 and all of which together shall constitute but one and the same instrument. It shall not be necessary that  
22 any single counterpart hereof be executed by all PARTIES hereto so long as at least one counterpart is  
23 executed by each PARTY. Each PARTY to this Agreement agrees to the use of electronic signatures, such  
24 as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act  
25 ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further  
26 agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate  
27 this writing and to have the same force and effect as manual signatures. Electronic signature means an

1 electronic sound, symbol, or process attached to or logically associated with an electronic record and  
2 executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as  
3 amended from time to time. The CUETA authorizes use of an electronic signature for transactions and  
4 contracts among parties in California, including a government agency. Digital signature means an electronic  
5 identifier, created by computer, intended by the PARTY using it to have the same force and effect as the  
6 use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this  
7 section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2  
8 of the Civil Code.

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

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12  
13 COUNTY:

14 Riverside County Transportation Department

15 Attn: Mark Lancaster

16 Director of Transportation

17 4080 Lemon Street, 8th Floor

18 Riverside, CA 92501

19 Phone: (951) 955-6740

CITY:

City of Desert Hot Springs

Attn: Daniel Porras

Acting City Engineer

11-999 Palm Drive

Desert Hot Springs, CA 92240

Phone: (760) 329-6411 Ext. 109

20 **[Signature Page Follows]**  
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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 5-5-22

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

COUNTY COUNSEL

By Dell Hill

Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Jeff Hewitt Dated: MAY 17 2022  
**JEFF HEWITT**

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

Kecia R. Harper Dated: MAY 17 2022

KECIA R. HARPER

Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

Luke Rainey Dated: 05/04/2022

LUKE RAINEY

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

Jennifer Mizrahi Dated: 05/04/2022

JENNIFER MIZRAHI

PRINTED NAME

CITY Attorney

ATTEST:

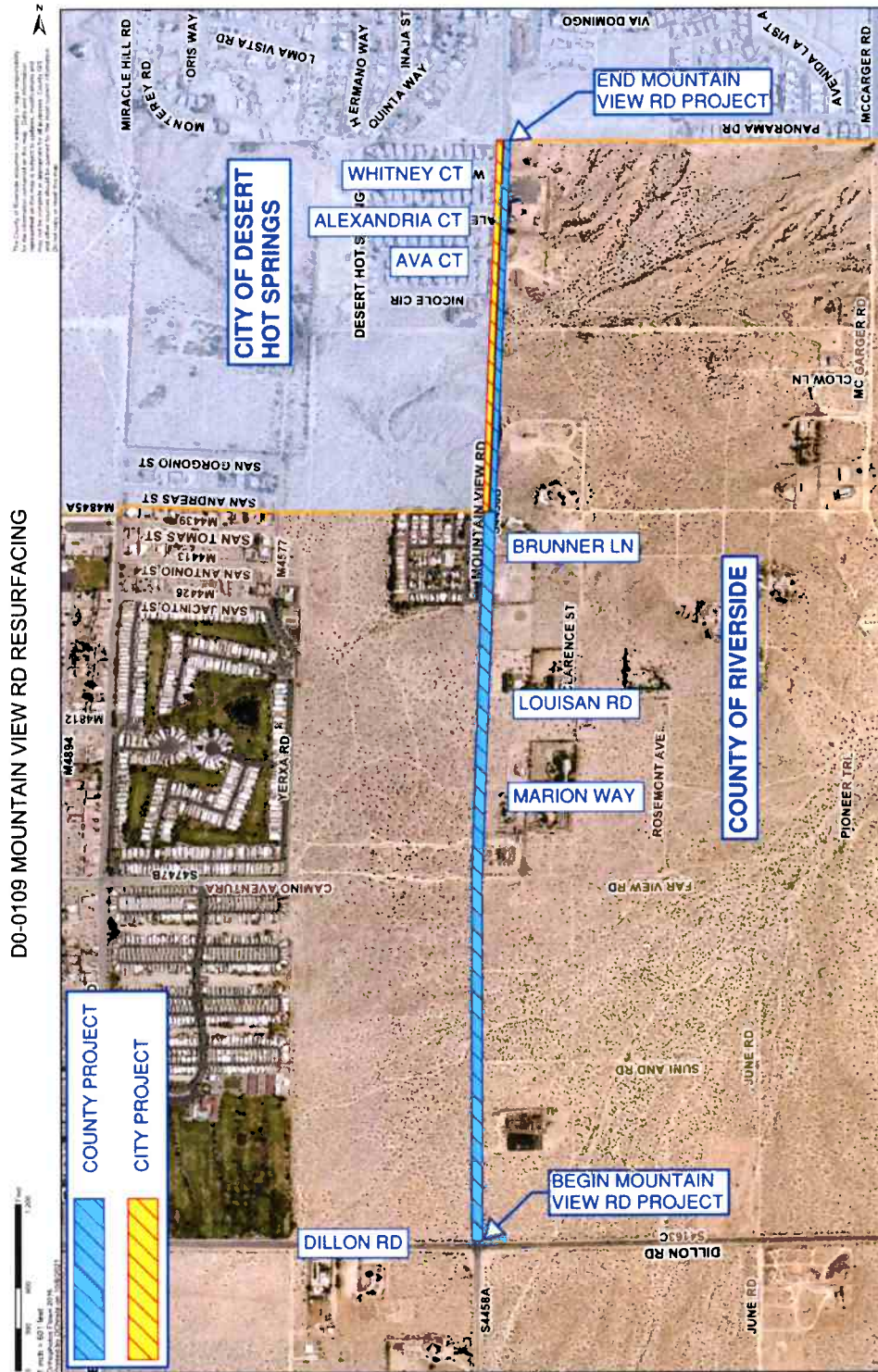
Jemyl Soriano Dated: 05/04/2022

Jemyl Soriano

PRINTED NAME

EXHIBIT A – VICINITY / PROJECT MAP

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Mountain View Road

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**EXHIBIT B –ESTIMATED CITY PROJECT COSTS**

TASK	TOTAL CITY COSTS
Administrative Design Costs	\$42,800
Construction Cost Estimate	\$428,000
Construction Contingency (10%)	\$42,800
Construction Engineering & Inspection (15%)	\$64,200
<b>TOTAL PROJECT COST</b>	<b>\$577,800</b>

Initial Deposit: \$577,800 due within 30 days of executing this Agreement.