

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



ITEM: 3.26
(ID # 21231)

MEETING DATE:
Tuesday, April 04, 2023

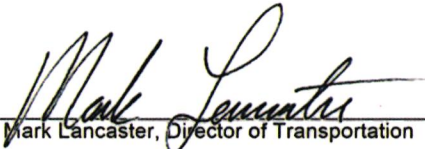
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Cooperative Agreement between the County of Riverside and City of Desert Hot Springs for Traffic Signal System and Road Improvements at the Intersection of Palm Drive and 20th Avenue in the Desert Hot Springs Area. District 4. [\$395,000 Total Cost, \$2,500 Ongoing Cost - East County Signal Mitigation Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement by and between the County of Riverside and the City of Desert Hot Springs for Traffic Signal System and Road Improvements at the Intersection of Palm Drive and 20th Avenue in the Desert Hot Springs Area with County's share estimated to be \$395,000 for FY 22/23 and FY 23/24, and authorize the Chair of the Board to execute the same.

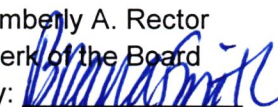
ACTION:Policy


Mark Lancaster, Director of Transportation 2/22/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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 Gutierrez
Nays: None
Absent: None
Date: April 4, 2023
xc: Trans.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 60,000	\$ 335,000	\$ 395,000	\$ 2,500
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: East County Signal Mitigation Funds (100%). No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 22/23 - 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department and the City of Desert Hot Springs propose to construct safety improvements including a traffic signal and minor widening at the intersection of Palm Drive and 20th Avenue in the Desert Hot Springs area. The intersection is 50% County jurisdiction and 50% City jurisdiction.

The attached cooperative agreement provides the terms and conditions for the design, environmental clearance, bidding, awarding and administering the construction contract, with the City taking the lead in implementing the project. All costs will be shared on a 50/50 basis.

The City of Desert Hot Springs approved the agreement at their February 7, 2023 City Council meeting. County Counsel has approved the agreement as to form.

Impact on Residents and Businesses

The traffic signal project will provide safety improvements to the traveling public as traffic volumes increase on Palm Drive and will support future development proposed along 20th Avenue.

Additional Fiscal Information

The total project cost is estimated to be \$790,000. The County will be responsible for reimbursing the City for 50% of the total project costs, which is estimated to be \$395,000.

No General Funds will be used on this project.

ATTACHMENTS:

Agreement

Vicinity map

 Jason Farin, Principal Management Analyst 3/28/2023

 Ronak Patel, Deputy County Counsel 3/28/2023

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**COOPERATIVE AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE AND CITY OF DESERT HOT SPRINGS
FOR TRAFFIC SIGNAL SYSTEM AND ROAD IMPROVEMENTS AT
THE INTERSECTION OF PALM DRIVE AND 20TH AVENUE
IN THE DESERT HOT SPRINGS AREA**

This Agreement is entered into this 4th day of April, 2023 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 provision of various improvements at the intersection of Palm Drive and 20th Avenue in the Desert Hot Springs Area located within the jurisdictional boundaries of both the COUNTY and the CITY.

RECITALS

- A. WHEREAS, COUNTY and CITY have determined that there is a need for a traffic signal system and road improvements at the intersection of Palm Drive and 20th Avenue in the Desert Hot Springs Area (hereinafter "PROJECT") located within the jurisdictional boundaries of both the COUNTY and the CITY as shown in Exhibit A (Vicinity Map).
- B. WHEREAS, COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will therefore provide the administrative, technical, managerial and support services necessary to develop and implement PROJECT.
- C. WHEREAS, COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

SECTION 1 • CITY AGREES:

Cooperative Agreement

1. To fund fifty (50) percent of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract Based on current estimates, the CITY's fifty (50) percent is estimated to be \$125,000.
2. To fund fifty (50) percent of the cost of the public works contract to construct PROJECT improvements which is the percentage of PROJECT located within the jurisdictional boundaries of the CITY. Based on current estimates, the CITY's fifty (50) percent share is estimated to be \$270,000.
3. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit the plans to COUNTY for review and approval.
4. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, CITY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. CITY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdictions right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utility resides.
5. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA).
6. To make written application to COUNTY for an encroachment permit authorizing entry into COUNTY's right of way for the purposes of constructing PROJECT.
7. To advertise, award and administer a public works contract for the construction of PROJECT in accordance with all applicable laws, including but not limited to the Local Agency Public Construction Act, the California Labor Code, and in accordance with the permit issued by County of Riverside Transportation Department.
8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.

1 The Resident Engineer shall be a Licensed Civil Engineer. If the PROJECT plans and specifications are
2 prepared by a private engineering company, the Resident Engineer shall not be an employee of that
3 company. The Resident Engineer shall also be independent of the construction contractor.

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- 5 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
6 soils and foundation tests, measurement, and computation of quantities, testing of construction materials,
7 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
8 inspection and staff services necessary to assure that the construction is performed in accordance with the
9 PS&E documents.
- 10 10. To construct PROJECT in accordance with approved PS&E documents.
- 11 11. To make all payments to the contractor for 100% of the construction costs, including any approved change
12 orders.
- 13 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
14 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
15 certified material tester.
- 16 13. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid
17 amount to COUNTY for review and approval prior to final authorization by CITY.
- 18 14. To furnish COUNTY a complete set of full-sized film positive reproducible as-built plans, MicroStation CAD
19 survey files, and all contract records, within sixty (60) days following the completion and acceptance of the
20 PROJECT construction contract. COUNTY also desires electronic copies of completed plans if available. If
21 electronic copies are provided it is requested that they be provided on CD-R media.
- 22 15. To furnish COUNTY a final reconciliation of project expenses within ninety (90) days following the completion
23 and acceptance of the PROJECT construction contract and to invoice COUNTY for COUNTY's share of the
24 final construction costs as provided in Section 2.

25 **SECTION 2 • COUNTY AGREES:**

- 26 1. To fund fifty (50) percent of the cost of the preparation of plans, specifications and estimates (PS&E),
27 preparation of an environmental document (ED) and obtaining environmental clearance, providing utility
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1 coordination and relocation of impacted utilities, and advertising, awarding and administering a public works
2 construction contract. Based on current estimates, the COUNTY's fifty (50) percent is estimated to be
3 \$125,000.

- 4
- 5 2. To fund fifty (50) percent of the cost of the public work contract to construct PROJECT improvements which is
6 the percent of PROJECT located within the jurisdictional boundaries of the COUNTY. Based on current
7 estimates, the COUNTY's fifty (50) percent share is estimated to be \$270,000.
- 8 3. To provide, at no cost to CITY, oversight of PROJECT within COUNTY's jurisdiction and to provide prompt
9 reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of
10 PROJECT.
- 11 4. To issue, at no cost to CITY or its contractors, upon proper application by CITY or CITY's contractors, an
12 encroachment permit authorizing entry onto COUNTY's right of way to perform survey and other investigative
13 activities required for Construction of PROJECT.
- 14 5. To provide a representative to coordinate through the CITY's Resident Engineer during the construction of
15 PROJECT and to verify facilities within COUNTY's jurisdiction are constructed in accordance with the
16 approved PS&E documents as required by this Agreement. It is mutually understood that COUNTY
17 personnel may observe and inspect all work being done on PROJECT but shall provide any comments to
18 CITY personnel who shall be solely responsible for all communications with CITY contractor.
- 19 6. To pay within 45 days of receipt all invoices submitted by CITY for services rendered in accordance with this
20 Agreement.

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

- 22 1. The total construction cost of PROJECT is estimated to be \$ 790,000.
- 23 2. Construction by CITY of improvements referred to herein which lie within COUNTY rights of way shall not
24 commence until an Encroachment Permit to CITY, or CITY's contractor, authorizing such work has been
25 issued by COUNTY.
- 26 3. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT
27 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
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1 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
2 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
3 required which name the COUNTY, its officers, officials, agents and employees as additionally insured. CITY
4 shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall provide
5 Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to
6 COUNTY prior to the start of construction.

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- 8 4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
9 automatically be vested with the jurisdiction in which the improvements reside, and no further agreement will
10 be necessary to transfer ownership.
- 11 5. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
12 PROJECT that are located outside of their respective right of way boundaries, except that COUNTY and CITY
13 shall enter into a separate agreement on the maintenance of the new traffic signal constructed as part of
14 PROJECT.
- 15 6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
16 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
17 hereto.
- 18 7. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date
19 of final payment, all records and accounts relating to PROJECT.
- 20 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
21 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
22 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
23 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
24 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
25 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
26 under this Agreement.
- 27 9. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
28 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
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1 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
2 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
3 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
4 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
5 this Agreement.

6 10. This Agreement and the exhibit herein contain the entire agreement between the parties and is intended by
7 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
8 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
9 and void.

10 11. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
11 parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing
12 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
13 law.

14 12. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
15 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
16 instrument.

17 13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of
18 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by COUNTY
19 or CITY shall have no importance or significance. Any uncertainty or ambiguity in the Agreement shall not be
20 construed against the party that prepared it in its final form.

21 14. Any waiver by COUNTY or CITY of any breach by the other party of any provision of this Agreement shall not
22 be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.
23 Failure on the part of a party to require from the other party exact, full and complete compliance with any of
24 the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or
25 stopping COUNTY or CITY from enforcing this Agreement.

26 15. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreements of the parties.

27 16. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing
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1 and delivered to the following addresses or such other addresses as the parties may designate and are
2 deemed submitted two days after their deposit in the United States mail, postage prepaid:
3

4 County of Riverside Transportation Department

City of Desert Hot Springs

5 4080 Lemon Street, 8th Floor

11999 Palm Drive

6 Riverside, CA 92501

Desert Hot Springs, CA 92240

7 Attn: Director of Transportation

Attn: City Engineer

8 Telephone: (951) 955-6747

Telephone: 760-329-6411

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 4-3-23

Mark Lancaster, Director of Transportation

APPROVED AS TO FORM:

[Signature] Dated: _____

Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

[Signature] Dated: 4/4/23
KEVIN JEFFRIES

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

Kimberly Rector Dated: 4/4/23
KIMBERLY RECTOR
Clerk of the Board (SEAL)

CITY OF DESERT HOT SPRINGS Approvals

APPROVAL BY THE CITY COUNCIL

[Signature] Dated: _____
Doria Wilms (Feb 23, 2023 20:44 PST)

Doria Wilms

Interim City Manager, City of Desert Hot Springs

ATTEST:

[Signature] Dated: _____

Jerryl Soriano

City Clerk, City of Desert Hot Springs

Jerryl Soriano

Cooperative Agreement

APR 4 2023 3.26

2023-155 CONTRACT TRAFFIC SIGNAL SYSTEM AND ROAD IMPROVEMENTS PALM & 20TH- COUNTY OF RIVERSIDE

Final Audit Report

2023-02-27

Created:	2023-02-24
By:	CD Admin (cdadmin@cityofdhs.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ3XvsM26WvyOWikAIXOFP5Z_pLVAdb_F

"2023-155 CONTRACT TRAFFIC SIGNAL SYSTEM AND ROAD IMPROVEMENTS PALM & 20TH- COUNTY OF RIVERSIDE" History

-  Document created by CD Admin (cdadmin@cityofdhs.org)
2023-02-24 - 1:31:15 AM GMT- IP address: 47.176.24.242
-  Document emailed to Doria Wilms (dwilms@cityofdhs.org) for signature
2023-02-24 - 1:33:52 AM GMT
-  Email viewed by Doria Wilms (dwilms@cityofdhs.org)
2023-02-24 - 4:44:09 AM GMT- IP address: 104.28.111.148
-  Document e-signed by Doria Wilms (dwilms@cityofdhs.org)
Signature Date: 2023-02-24 - 4:44:34 AM GMT - Time Source: server- IP address: 76.167.60.162
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2023-02-24 - 4:57:38 AM GMT- IP address: 104.28.85.111
-  Signer jsoriano@cityofdhs.org entered name at signing as Jerryl Soriano
2023-02-27 - 5:08:07 PM GMT- IP address: 47.176.24.242
-  Document e-signed by Jerryl Soriano (jsoriano@cityofdhs.org)
Signature Date: 2023-02-27 - 5:08:09 PM GMT - Time Source: server- IP address: 47.176.24.242



Agreement completed.

2023-02-27 - 5:08:09 PM GMT



Adobe Acrobat Sign

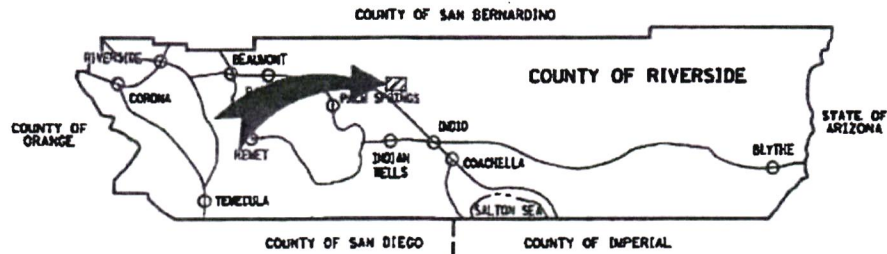
EXHIBIT A • VICINITY MAP

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

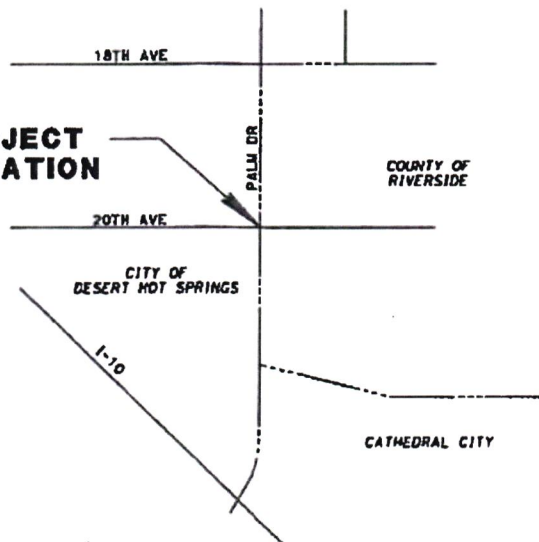
PALM DR AND 20TH AVE

SIGNAL AND LIGHTING

DESERT HOT SPRINGS



PROJECT
LOCATION



VICINITY MAP

TOWNSHIP 38 RANGE 36 SECTION 16, 19
COUNTY ROAD BOOK PAGE No. 173

PALM DRIVE AND 20TH AVENUE TRAFFIC LIGHT LOCATION

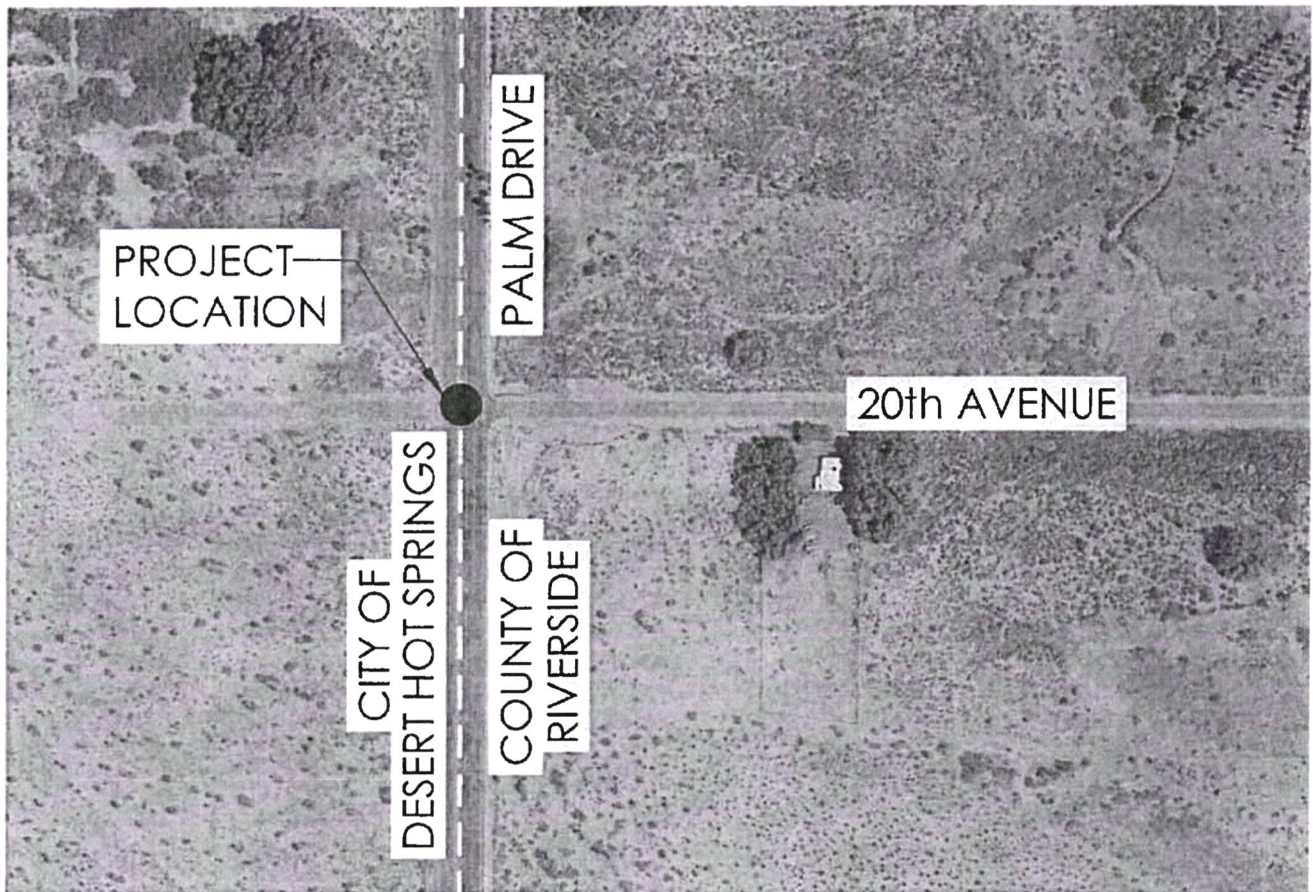


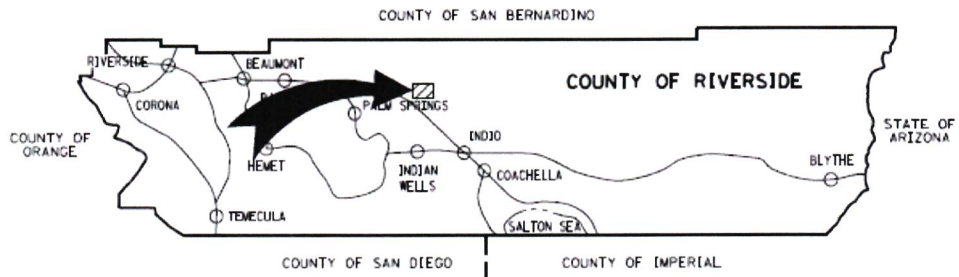
EXHIBIT A • VICINITY MAP

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

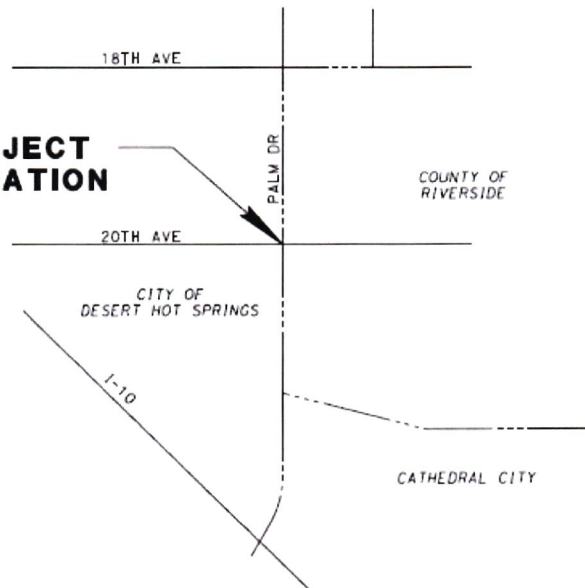
PALM DR AND 20TH AVE

SIGNAL AND LIGHTING

DESERT HOT SPRINGS



**PROJECT
LOCATION**



VICINITY MAP

TOWNSHIP 35 RANGE 6E SECTION 18, 19
COUNTY ROAD BOOK PAGE No. 173