

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



ITEM: 3.102  
(ID # 25408)

**MEETING DATE:**  
Tuesday, August 27, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Cooperative Agreement between the County of Riverside and City of Hemet for Traffic Signal System and Road Improvements at the Intersection of Warren Road and Devonshire Avenue in the Hemet Area. District 5. [\$237,473 Total Cost, \$1,000 Ongoing Cost - Gas Tax 100%]

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

1. Approve the Cooperative Agreement by and between the County of Riverside and the City of Hemet for Traffic Signal System and Road Improvements at the Intersection of Warren Road and Devonshire Avenue in the Hemet Area with County's share estimated to be \$237,473 for FY 24/25 and authorize the Chair of the Board to execute the same.

**ACTION:Policy**

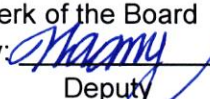
  
Dennis Acuna, Director of Transportation 7/29/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 27, 2024  
xc: Trans.

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>	\$ 237,473	\$ 0	\$ 237,473	\$ 1,000
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax (100%). No General Funds will be used on this project.			<b>Budget Adjustment: No</b> <b>For Fiscal Year: 24/25</b>	

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

**BACKGROUND:**

**Summary**

The County of Riverside Transportation Department and the City of Hemet propose to construct safety improvements including a traffic signal and minor widening at the intersection of Warren Road and Devonshire Avenue in the Hemet area. The intersection is 25% County jurisdiction and 75% 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 25/75 basis.

The City of Hemet is set to approve the agreement at an upcoming City Council meeting. County Counsel has approved the agreement as to form.

Project Number: D50018

**Impact on Residents and Businesses**

The traffic signal project will provide safety improvements to the traveling public as traffic volumes increase on Warren Road and Devonshire Avenue will support future development proposed in the Hemet area.

**Additional Fiscal Information**

The total project cost is estimated to be \$949,890. The County will be responsible for reimbursing the City for 25% of the total project costs, which is estimated to be \$237,473.

No General Funds will be used on this project.

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

**ATTACHMENTS:**

Agreement  
Vicinity map



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Jason Farin, Principal Management Analyst 8/22/2024



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Aaron Gettis, Chief of Deputy County Counsel 8/20/2024

**COOPERATIVE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE AND CITY OF HEMET**

**FOR TRAFFIC SIGNAL SYSTEM AND ROAD IMPROVEMENTS AT**

**THE INTERSECTION OF WARREN ROAD AND DEVONSHIRE AVENUE**

**IN THE HEMET AREA**

This Agreement is entered into this 27 day of August, 2024, by and between the County of Riverside, a political subdivision of the state of California, (hereinafter "COUNTY") and the City of Hemet, a municipal corporation, (hereinafter "CITY") for the provision of various improvements at the intersection of Warren Road and Devonshire Avenue in the Hemet 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 Warren Road and Devonshire Avenue in the Hemet 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:

AUG 27 2024 3.102

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**SECTION 1 • CITY AGREES:**

1. To fund seventy-five (75) 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 seventy-five (75) percent share is estimated to be \$37,417.
2. To fund seventy-five (75) 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 seventy-five (75) percent share is estimated to be \$675,000.
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.

- 1 8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. The  
2 Resident Engineer shall be a Licensed Civil Engineer. If the PROJECT plans and specifications are prepared  
3 by a private engineering company, the Resident Engineer shall not be an employee of that company. The  
4 Resident Engineer shall also be independent of the construction contractor.
- 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 provided  
14 in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified  
15 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.
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1 **SECTION 2 • COUNTY AGREES:**

- 2 1. To fund twenty-five (25) percent of the cost of the preparation of plans, specifications and estimates (PS&E),  
3 preparation of an environmental document (ED) and obtaining environmental clearance, providing utility  
4 coordination and relocation of impacted utilities, and advertising, awarding and administering a public works  
5 construction contract. Based on current estimates, the COUNTY's twenty-five (25) percent share is estimated  
6 to be \$12,473.
- 7 2. To fund twenty-five (25) percent of the cost of the public work contract to construct PROJECT improvements  
8 which is the percent of PROJECT located within the jurisdictional boundaries of the COUTY. Based on current  
9 estimates, the COUNTY's twenty-five (25) percent share is estimated to be \$225,000.
- 10 3. To provide, at no cost to CITY, oversight of PROJECT within COUNTY's jurisdiction and to provide prompt  
11 reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of  
12 PROJECT.
- 13 4. To issue, at no cost to CITY or its contractors, upon proper application by CITY or CITY's contractors, an  
14 encroachment permit authorizing entry onto COUNTY's right of way to perform survey and other investigative  
15 activities required for Construction of PROJECT.
- 16 5. To provide a representative to coordinate through the CITY's Resident Engineer during the construction of  
17 PROJECT and to verify facilities within COUNTY's jurisdiction are constructed in accordance with the approved  
18 PS&E documents as required by this Agreement. It is mutually understood that COUNTY personnel may  
19 observe and inspect all work being done on PROJECT but shall provide any comments to CITY personnel who  
20 shall be solely responsible for all communications with CITY contractor.
- 21 6. To pay within 45 days of receipt all invoices submitted by CITY for services rendered in accordance with this  
22 Agreement.
- 23

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

- 25 1. The total construction cost of PROJECT is estimated to be \$949,890.
- 26 2. Construction by CITY of improvements referred to herein which lie within COUNTY rights of way shall not  
27 commence until an Encroachment Permit to CITY, or CITY's contractor, authorizing such work has been issued  
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1 by COUNTY.

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- 3 3. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT
- 4 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and
- 5 Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
- 6 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
- 7 required which name the COUNTY, its officers, officials, agents and employees as additionally insured. CITY
- 8 shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall provide
- 9 Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to
- 10 COUNTY prior to the start of construction.
- 11
- 12 4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
- 13 automatically be vested with the jurisdiction in which the improvements reside, and no further agreement will
- 14 be necessary to transfer ownership.
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- 16 5. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
- 17 PROJECT that are located outside of their respective right of way boundaries, except that COUNTY and CITY
- 18 shall enter into a separate agreement on the maintenance of the new traffic signal constructed as part of
- 19 PROJECT.
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- 21 6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
- 22 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
- 23 hereto.
- 24
- 25 7. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of
- 26 final payment, all records and accounts relating to PROJECT.
- 27
- 28 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring
- 29 by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.



1 9. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by  
2 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or  
3 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code  
4 Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for injury (as  
5 defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by  
6 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this  
7 Agreement.

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

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

15 12. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of  
16 which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic  
17 signatures, such as digital signatures that meet the requirements of the California Uniform Electronic  
18 Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties  
19 further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate  
20 this writing and to have the same force and effect as manual signatures. Electronic signature means an  
21 electronic sound, symbol, or process attached to or logically associated with an electronic record and executed  
22 or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from  
23 time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties  
24 in California, including a government agency. Digital signature means an electronic identifier, created by  
25 computer, intended by the party using it to have the same force and effect as the use of a manual signature,  
26 and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of  
27 "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. This Agreement is the  
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1 result of negotiations between the parties hereto, and the advice and assistance of their respective counsel.  
2 The fact that this Agreement was prepared as a matter of convenience by COUNTY or CITY shall have no  
3 importance or significance. Any uncertainty or ambiguity in the Agreement shall not be construed against the  
4 party that prepared it in its final form.

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

10 14. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreements of the parties.

11 15. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing  
12 and delivered to the following addresses or such other addresses as the parties may designate and are deemed  
13 submitted two days after their deposit in the United States mail, postage prepaid:  
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15 County of Riverside Transportation Department  
16 4080 Lemon Street, 8th Floor  
17 Riverside, CA 92501  
18 Attn: Director of Transportation  
19 Telephone: (951) 955-6747  
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City of Hemet  
445 E. Florida Avenue  
Hemet, CA 92543  
Attn: Deputy Public Works Director  
Telephone: 951-765-2360  
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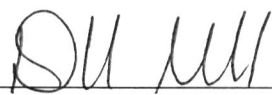
**APPROVALS**

**COUNTY Approvals**


RECOMMENDED FOR APPROVAL:

 Dated: \_\_\_\_\_  
Dennis Acuna, Director of Transportation

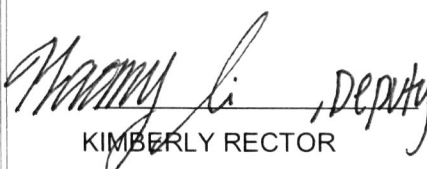
APPROVED AS TO FORM:

 Dated: \_\_\_\_\_  
Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: 8/27/2024  
CHUCK WASHINGTON  
PRINTED NAME  
Chair, Riverside County Board of Supervisors

ATTEST:

 , Deputy Dated: 8/27/2024  
KIMBERLY RECTOR  
Clerk of the Board (SEAL)

**CITY OF HEMET Approvals**

APPROVAL BY THE CITY COUNCIL

\_\_\_\_\_ Dated: \_\_\_\_\_  
Mayor, City of Hemet

ATTEST:

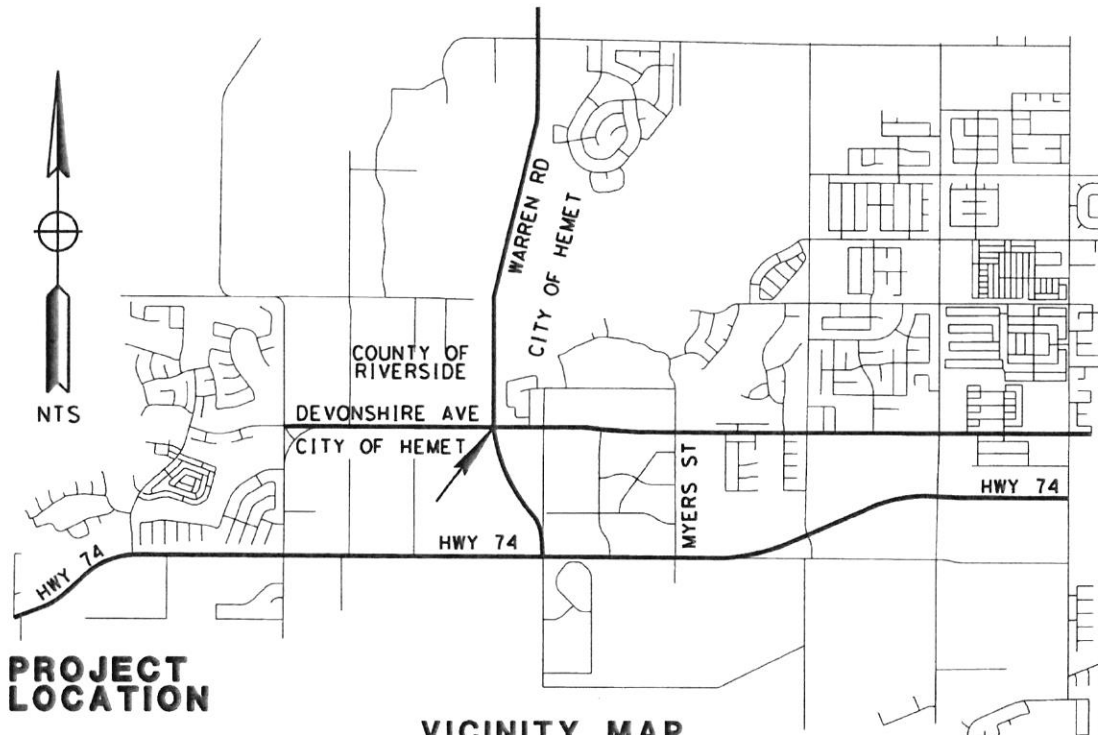
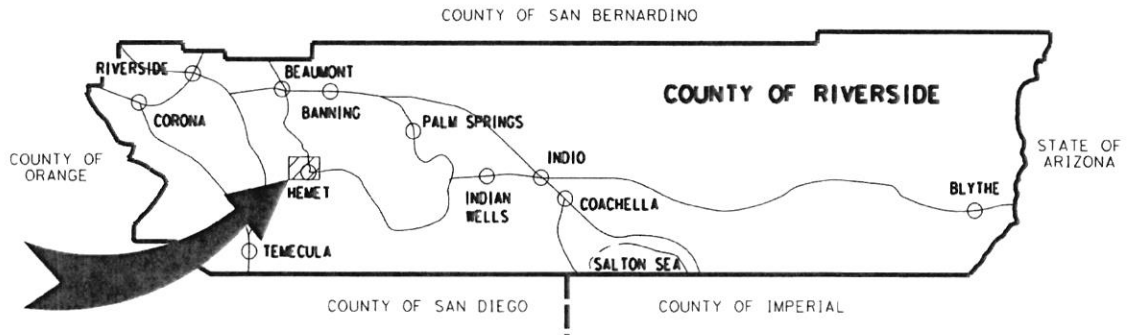
\_\_\_\_\_ Dated: \_\_\_\_\_  
City Clerk, City of Hemet

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**DEVONSHIRE AVENUE  
AND WARREN ROAD**

SIGNAL AND LIGHTING

CITY OF HEMET AND  
COUNTY OF RIVERSIDE



**PROJECT  
LOCATION**

**VICINITY MAP**  
TOWNSHIP 5S RANGE 2W SECTION 12  
COUNTY ROAD BOOK PAGE No. 104 and 105

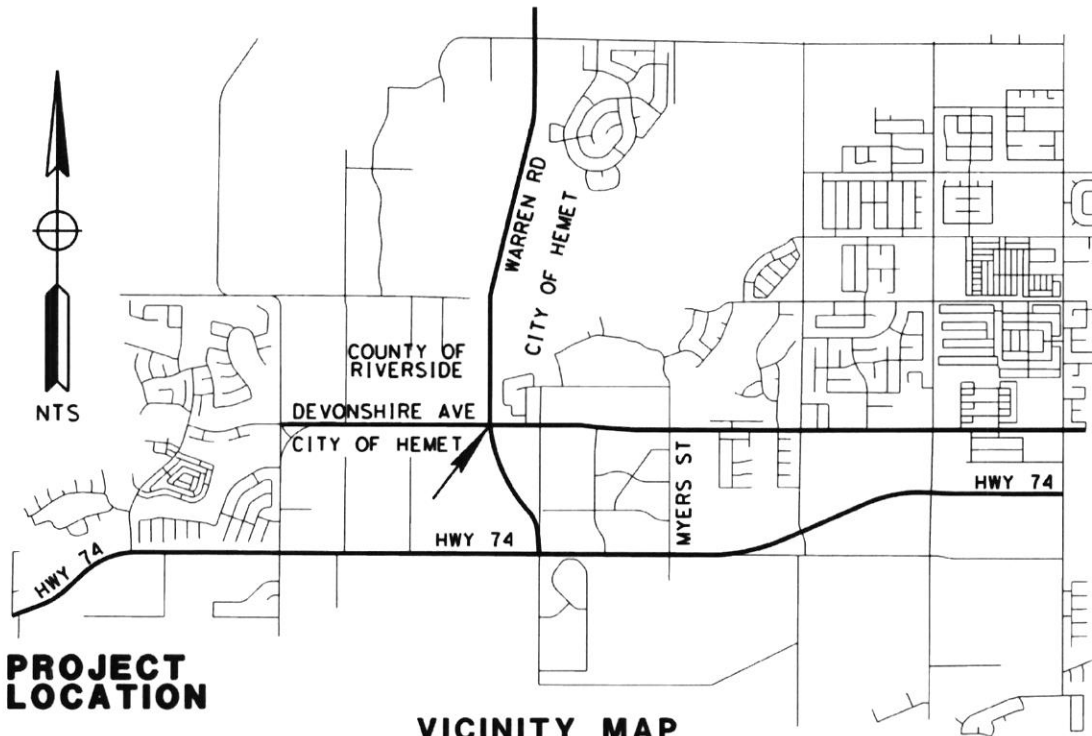
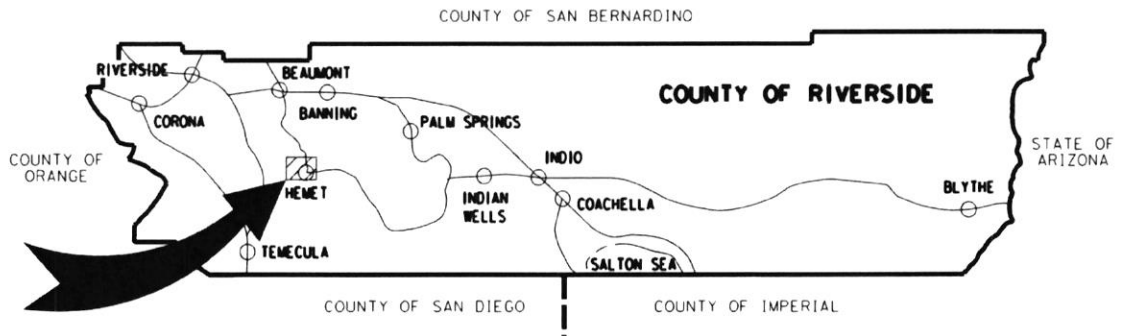
EXHIBIT A

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

**DEVONSHIRE AVENUE  
AND WARREN ROAD**

SIGNAL AND LIGHTING

CITY OF HEMET AND  
COUNTY OF RIVERSIDE



**PROJECT  
LOCATION**

**VICINITY MAP**

TOWNSHIP 5S RANGE 2W SECTION 12  
COUNTY ROAD BOOK PAGE No. 104 and 105