

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



**ITEM: 3.82**  
**(ID # 26250)**

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

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval and Execution of the Cooperative Agreement between the County of Riverside and Deemarco Limited Partnership for the Cajalco Road and Carroll Street Traffic Signal Project associated with Conditional Use Permit No. 200049/ Plot Plan No. 200026. Not a project under CEQA pursuant to Section 15378 (b)(5) of the State CEQA Guidelines. District 1. [\$500,000 Total Cost - Combined Improvement Fund 50%, Developer Contribution 50%]

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

1. **Find** the Cooperative Agreement is not a project pursuant to State CEQA Guidelines Section 15378 (b)(5);
2. **Approve** and execute the Cooperative Agreement between the County of Riverside and Deemarco Limited Partnership for the Cajalco Road and Carroll Street Traffic Signal Project associated with Conditional Use Permit No. 200049/ Plot Plan No. 200026; and
3. **Authorize** the Chairman of the Board of Supervisors to execute the same.

**ACTION:Policy**


  
Dennis Acuna, Director of Transportation 10/21/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: December 3, 2024  
xc: TLMA-Transp.

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 500,000	\$ 0	\$ 500,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> County of Riverside (Combined Improvement Fund): 50%; Developer Contribution: 50%			<b>Budget Adjustment:</b> No	
No General Funds will be used on this project.				
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

Deemarco Limited Partnership (Developer) is developing a commercial project known as Conditional Use Permit No. 200049/Plot Plan No. 200026 (CUP) located at the southwest corner of Cajalco Road and Carroll Street in the Perris area of unincorporated County of Riverside (County). Since the planned construction of the CUP will be contributing to increased traffic along the surrounding roadways, a traffic signal is proposed to be constructed at the intersection of Cajalco Road and Carroll Street (Project). The Developer has been conditioned by the County to design the Project based on County standards and contribute fifty percent (50%) towards the total estimated cost of the Project. The County is designated as the lead agency for the construction of the Project.

The County and Developer will share the cost of the Project in which terms are established in the Cooperative Agreement. The total estimated cost of the Project is \$500,000.00.

**Environmental Findings**

The Cooperative Agreement is not a "project" pursuant to Section 15378(b)(5) of the State CEQA Guidelines, which states that a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." The Cooperative Agreement merely establishes the Developer and County contribution for the Project and does not modify any of the terms of the Cooperative Agreement. This Cooperative Agreement will not, in and of itself, result in a significant environmental effect and does not authorize to any extent whatsoever actual physical development. Any future development, if it occurs at all, will be the result of subsequent actions subject to further CEQA review. Therefore, the Cooperative Agreement is not a project under CEQA.

Project Number: D3-0115

**Impact on Residents and Businesses**

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

The Project will benefit the local residents and businesses by providing improvements that will alleviate current and future traffic demands, improve safety, and reduce delays at Cajalco Road and Carroll Street intersection.

**Additional Fiscal Information**

N/A

**ATTACHMENTS:**

Vicinity Map

Cooperative Agreement

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

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

**COOPERATIVE AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**and**

**DEEMARCO LIMITED PARTNERSHP**

**FOR THE INSTALLATION OF TRAFFIC SIGNAL**

**AT THE INTERSECTION OF**

**CAJALCO ROAD AND CARROLL STREET**

This Cooperative Agreement (the "Agreement") entered into this 03 day of Dec., 2024 by and between the County of Riverside, a political subdivision of the State of California, (the County") and Deemarco Limited Partnership, a California limited partnership (the "Developer"), for the installation of a traffic signal at the intersection of Cajalco Road and Carroll Street (the "Project"). The County and the Developer are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, due to the Developer's planned construction of CUP200049/PPT200026 (CUP) in the vicinity of the Project contributing to the increased traffic use of surrounding roadways, the Parties have determined that there is great need for traffic signal improvements at the intersection of Cajalco Road and Carroll Street, as further described in Exhibit A ("Scope of Work"); and

**WHEREAS**, the Developer conditions of approval requires the Developer to design the traffic signal based on the County standards and to contribute fifty percent (50%) towards the total cost of the Project; and

**WHEREAS**, the Developer has already contracted the design work required for the installation of the Project in connection with the construction of the CUP; and

**WHEREAS**, the Parties desire to designate the County as the lead agency for the construction of the Project; and

**WHEREAS**, the Parties desire to share in the funding for the Project as defined herein; and

**WHEREAS**, the Parties desire to define herein the terms and conditions under which the Project is to be administered, coordinated, constructed, managed, maintained, and funded.

**NOW THEREFORE**, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

## AGREEMENT TERMS

### SECTION 1 : COUNTY AGREES:

1. To contribute **fifty percent (50%)** towards the total cost of the Project including but not limited to engineering and construction, as described in **Exhibit A** attached hereto and incorporated by this reference. The estimated cost for the Project and each Party's share of costs are provided in **Exhibit B** attached hereto and incorporated herein.
2. To provide plan check services for the plans, specifications and estimates for the portion of the Project that includes the traffic signal within the County right-of-way, prepared by the Developer.
3. To order Project traffic poles and equipment at the completion of the sixty five percent (65%) plans.
4. To advertise, award, and administer a public works contract for the installation of the Project in accordance with the applicable local agency public works bidding requirements, the Public Contract Code and California Labor Code.
5. To provide utility coordination for the Project. If any existing public and/or private utility facilities conflict with the Project, County shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the Project and such costs will be divided between the Parties as specified in Section 3, below.
6. To construct and inspect the Project in accordance with the approved plans, specifications, and estimates and construction contract.
7. To furnish all Parties with a final reconciliation of the Project expenses within one hundred twenty (120) days following the filing of the notices of completion for the Project.

### SECTION 2 : DEVELOPER AGREES:

1. To contribute fifty percent (50%) towards the total costs of the Project including but not limited to engineering and construction, as described in **Exhibit A** attached hereto and incorporated by this reference. The estimated cost for the Project and each Party's share of costs are provided in **Exhibit B** attached hereto and incorporated herein.
2. To provide Deposit #1 to the County in the amount of fifty percent (50%) of the costs related to Project traffic poles and equipment to be ordered at the completion of the sixty five percent (65%) plans, prior to County's ordering of the Project traffic poles and equipment.
3. To provide Deposit #2 to the County in the amount of fifty percent (50%) of

the Project Engineer's Estimate for the installation of the Project including construction surveys and inspections prior to Project Advertisement.

4. To take all required actions, including but not limited to checking shop drawings, preparing plans, specifications, and estimates, reports, and preparing As-Built drawings.

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

1. The total cost of the Project is estimated to be Five Hundred Thousand Dollars (\$500,000.00) including contingencies, as detailed in **Exhibit B**.
2. Upon full execution of this Agreement by all Parties, the County will send the Developer a fully executed version of this Agreement by email and certified mail. Within twenty (20) business days of the Developer's receipt of the fully executed Agreement, County shall send wiring instructions to Developer by email and certified mail.
3. Developer agrees to deposit into the County Account its share of the Project costs, as specified in **Exhibit B**, within twenty (20) business days of receipt of wiring instructions from the County.
4. If Developer fails to deposit its specified share of the Project costs in the County Account within the time specified in Section 3.3 above, Developer shall be responsible for a non-reimbursable late fee of Five Hundred Dollars (\$500.00) per day, for each day, from the twentieth (20<sup>th</sup>) business day after the date the County sent the wiring instructions, until the full amount of the Developer's share of the Project costs is deposited into the County Account. The County shall not be required to order Project traffic poles and equipment for the Project as specified in Section 2.3 and advertise the Project as specified in Section 2.4 until the County has confirmation in writing of the receipt of all amounts deposited under this Agreement.
5. The Agreement shall become effective upon signature of the Agreement by both Parties. The Agreement shall end on December 31, 2027, unless extended by amendment.
6. Cost Underruns and Cost Overruns

A. Cost Underruns

The Parties agree that should circumstances arise which result in a decrease in costs as compared to those costs shown in **Exhibit B** ("Cost Underruns"), such Cost Underruns shall be distributed fifty percent (50%) to each Party. Cost Underruns, if any, shall be distributed from the County Account within one hundred twenty (120) days after notices of completion are filed for the Project.

B. Cost Overruns

The Parties agree that should circumstances arise which result in an excess of costs as compared to those costs shown in **Exhibit B** ("Cost Overruns"), such Cost Overruns shall be borne fifty percent (50%) by each Party. Supplemental payments to cover Cost Overruns shall be paid by the Developer to the County within thirty (30) days of the County's remittance of its final reconciliation of the Project costs .

## 7. Indemnification

### A. Basic Indemnity

1. To the fullest extent permitted by applicable law, the Developer agrees to protect, defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives, individually or any combination thereof ("Indemnitees"), from any and all Losses (as defined below) that arise out of or relate to or are in consequence of any acts, omissions constituting ordinary and not professional negligence (including without limitation negligent breach of contract), recklessness, or willful misconduct on the part of Developer, its respective employees, contractors, subcontractors, agents, representatives, or independent contractors.

2. "Loss" and/or "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including without limitation, attorneys fees for trial and on appeal) and expert and non-expert witness fees, arbitrator fees and mediator and mediation fees.

3. Developer further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Developer for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating Developer to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

### B. Indemnity for Design Professional Services

1. To the fullest extent permitted by applicable law, Developer agrees to defend (through legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct

constituting professional negligence on the part of the Developer or its contractors or subcontractors, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Developer to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Developer shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Developer or its contractors or subcontractors, or their respective employees, agents, representatives, or independent contractors arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Developer or its contractors or subcontractors, or their respective employees, agents, representatives, or independent contractors. The cost for defense shall apply whether or not Developer is a party to the lawsuit and shall apply whether or not Developer is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Developer or its contractors or subcontractors, or their respective employees, agents, representatives, or independent contractors.

2. Without affecting the rights of County under any other provision of this Agreement, Developer shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee to the extent a Loss is determined to be due to that Indemnitee's sole negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Developer and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

3. Developer agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor, of every tier.

4. Developer's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction for which the



improvements reside. No further Agreement will be necessary to transfer ownership.

9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all Parties and no oral understanding or Agreement not incorporated herein shall be binding on either Party hereto.
10. All Parties shall retain, or cause to be retained, all records and accounts relating to the Project, for a period of three (3) years from the date of execution of this Agreement, for audit purposes.
11. This Agreement and the exhibits herein contain the entire Agreement between the Parties, and are intended by the Parties to completely state the Agreement in full. Upon completion of this Agreement, the Parties have no further obligations to each other; provided, however, that the indemnification in Subsection 6 of Section 3 shall remain in effect following termination or completion of the Agreement, and the records retention requirements in Section 9 shall remain in effect for a period of three (3) years from the date of execution of the Agreement (regardless of the timing for completion of the Agreement). Any Agreement or representation respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, is null and void.
12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or affect the legal liability of the Parties to this Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
13. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.
14. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the Parties may designate.

To County: County of Riverside  
Transportation Department  
Attn: Alvin Medina  
Address: 4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: (951) 955-1667

To Developer: Deemarco Limited Partnership  
Attention: Marwan AlAbbasi  
Address: 764 Ramona Expressway  
Suite C. Perris, CA 92571  
Phone: 951-776-9300

**[Signatures of Parties on Following Page]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF RIVERSIDE**


RECOMMENDED FOR APPROVAL:

By:   
~~Dennis Acuna~~  
Director of Transportation

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
~~Danielle Maland~~ Stephanie Wilson  
Deputy County Counsel

APPROVAL BY THE COUNTY BOARD OF SUPERVISORS:


By:   
CHUCK WASHINGTON  
Chairman, County Board of Supervisors

ATTEST:  
Kimberly Rector  
Clerk of the Board

By:   
Deputy

**DEVELOPER**

Deemarco Limited Partnership, a California limited partnership

By:   
Marwan Alabbasi as President of Deemarco, Inc. - General Partner

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Riverside }

On October 03, 2024 before me, S.A. Willem, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Marwan Alabbasi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

## **EXHIBIT A – SCOPE OF WORK**

The County of Riverside (“County”), in partnering with Deemarco Limited Partnership. (“Developer”), has taken the role to act as the Lead Agency for the installation of the proposed traffic signal at the intersection of Cajalco Road and Carroll Street (“Project”) located in the City of Perris in the unincorporated area of the County. The County and Developer agree to contribute each fifty percent (50%) towards the total costs of the Project including but not limited to engineering and construction. The proposed Project was determined necessary due to planned construction of CUP200049/PPT200026 (CUP) in the vicinity of the CUP contributing to the increased traffic use of surrounding roadways.

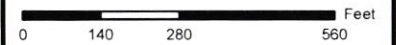
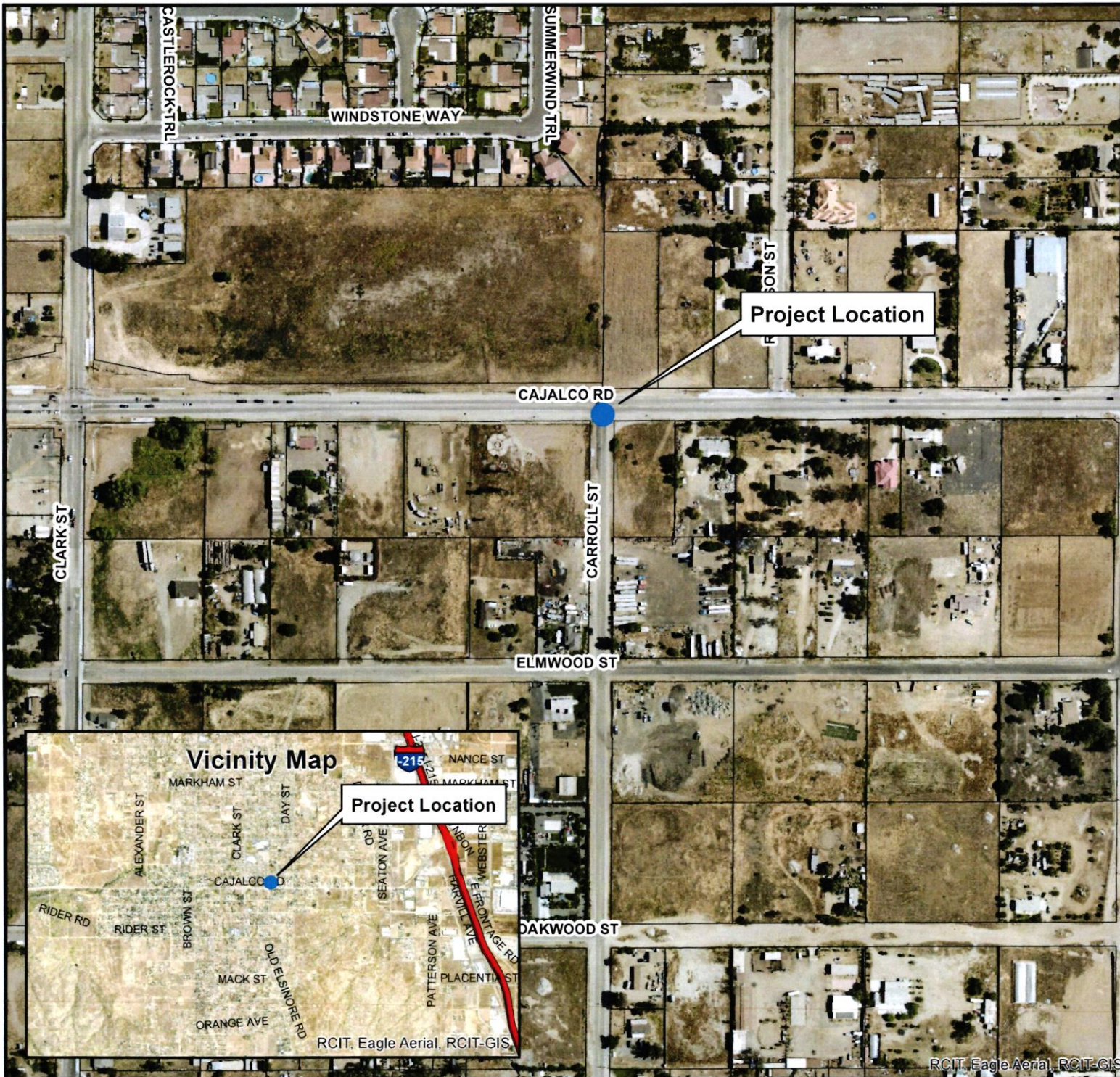
No additional right-of-way will be required to construct the proposed improvements. No temporary construction easements ("TCEs") will be required. The Project improvements will be within the existing footprint of the roadway.

**EXHIBIT B – PROJECT COST ESTIMATES**

<b>Description</b>	<b>Total Project Costs (Note 1)*</b>	<b>County Share (50% of Total Project Costs)</b>	<b>Developer Share (50% of Total Project Costs)</b>
<b>Plan, Specification, and Estimates (Engineering)</b>	<b>\$ 75,000.00</b>	<b>\$ 37,500.00</b>	<b>\$ 37,500.00</b>
<b>Construction</b>	<b>\$425,000.00</b>	<b>\$212,500.00</b>	<b>\$212,500.00</b>
<b>Totals</b>	<b>\$500,000.00</b>	<b>\$250,000.00</b>	<b>\$250,000.00</b>

**\*Note 1: The amount shown in this Exhibit are subject cost validation and reconciliation.**

# CAJALCO ROAD AND CARROLL STREET TRAFFIC SIGNAL INSTALLATION PROJECT



1 inch = 333 feet



The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.