

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

512A



FROM: TLMA - Transportation Department


SUBMITTAL DATE:
October 6, 2010

SUBJECT: Maintenance Agreement between the County of Riverside and the City of Grand Terrace for Traffic Signals and Safety Lighting

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Approve the Maintenance Agreement between the County of Riverside and the City of Grand Terrace, and;
- (2) Authorize the Director of Transportation to approve any revisions to this Agreement with respect to current or future locations, and;
- (3) Authorize the Chairman of the Board to execute these documents on behalf of the County.

Departmental Concurrence



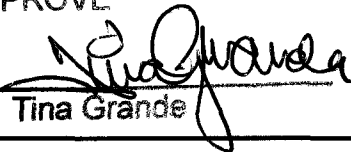
 Juan C. Perez
 Director of Transportation

JCP: PR:jc
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Gas Tax (33%) and City of Grand Terrace (67%)	Positions To Be Deleted Per A-30	
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 BY: 
 Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 10/14/10
BY: M. P. VICTOR
MARSHAL VICTOR

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. | District: 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.49

The Honorable Board of Supervisors

RE: Maintenance Agreement between the County of Riverside and the City of Grand Terrace
for Traffic Signals and Safety Lighting

October 6, 2010

Page 2 of 2

BACKGROUND: The City of Grand Terrace approved and signed the Maintenance Agreement for the County of Riverside Transportation Department to provide Traffic Signal and Safety Lighting Maintenance services on a reimbursable basis. The County owns 33% of the signal that will be installed at the new intersection of Main Street and Grand Terrace High School entrance, as part of the high school project, and 67% of the signal is owned by the City of Grand Terrace. There are sufficient Transportation Department traffic signal maintenance staff capabilities to undertake and provide the requested services to the City of Grand Terrace.

This Agreement will provide the framework for any future signals that are jointly shared. Future amendments to deal with new signal locations will be mutually agreed on by City's Public Works Director and County's Director of Transportation.

County Counsel has reviewed and approved the agreement as to form.

1 4. Records for the work provided under this Agreement shall be kept by COUNTY and shall include the
2 cost of services performed. Billing shall be made quarterly and shall include an annual itemized
3 accounting of all cost and services.

4 5. CITY shall submit in writing any dispute in COUNTY billing within thirty (30) working days after the
5 receipt of such billing. Otherwise, CITY shall pay for services within thirty (30) days after receipt of
6 billing from COUNTY.

7 6. This Agreement shall become effective thirty (30) days from the date this Agreement is approved by
8 Minute Order by COUNTY Board of Supervisors. COUNTY will provide City notice of the official
9 Board action no later than two (2) weeks before the effective date. This agreement shall remain in force
10 until terminated by either party UPON thirty (30) days written notice to the other party.

11 7. If the COUNTY is of the opinion that any work COUNTY has been directed to perform is beyond the
12 scope of this Agreement and constitutes Extra Work, COUNTY shall promptly notify the CITY of that
13 opinion. COUNTY shall be the sole judge as to whether or not such work is in fact beyond the scope of
14 this Agreement and constitutes Extra Work. However, for the purposes of COUNTY proceeding to
15 perform the same, this is not intended to deny CITY its civil legal remedies in the event of a dispute. In
16 the event that CITY agrees that such work does indeed constituted Extra Work and authorizes COUNTY
17 to perform the Extra Work, it shall provide extra compensation to COUNTY upon fair and equitable basis
18 in accordance with COUNTY'S standard rate as described in the attached Exhibit B.

19 8. Upon and subject to further agreement of the parties acknowledged in writing by COUNTY'S Director
20 of Transportation, and CITY'S Director of Public Works, facilities of like nature may be added hereto or
21 deleted here from without further review by either the Board of Supervisors of County or City Council of
22 CITY.

23 9. CITY shall indemnify, defend, save and hold harmless COUNTY, its officers, agents, servants and
24 employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of
25 action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death,

1 personal injury or damage to property, the expenses of the defense of said parties and the payment of
2 attorneys' fees in any such claim or action, arising out of or in any manner connected with activities of
3 CITY or CITY employees.

4 10. COUNTY shall indemnify, defend, save and hold harmless CITY, its officers, agents, servants and
5 employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of
6 action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death,
7 personal injury or damage to property, the expenses of the defense of said parties and the payment of
8 attorneys' fees in any such claim or action, arising out of or in any manner connected with activities of
9 COUNTY or COUNTY employees.

10 11. This agreement contains the entire Agreement of the parties with respect to the subject matter hereof,
11 and supersedes all prior negotiations, understandings or agreements pertaining to the locations stipulated
12 in the attached Appendix. This Agreement may only be modified in writing, signed by each party.

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2
3 County of Riverside
4 Transportation and Land Management Agency
5 Transportation Department
6 P.O. Box 1090
7 Riverside, CA 92502

City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92303

Attention:

8 Attention: Juan C. Perez
9 Director of Transportation

10 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly
11 authorized representatives on _____, 20____.

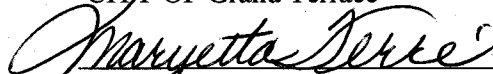
12 Dated: _____

Dated: 4-13-10

13 COUNTY OF RIVERSIDE

CITY OF Grand Terrace


14 By: _____
15 Chairman, Board of Supervisors


16 Mayor

17 Attest: Kecia Harper-Ihem
18 Clerk of the Board


Attest:

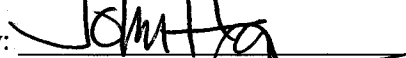
19 By: _____
20 Deputy Clerk of the Board

21 By: 
22 City Clerk

23 Approved as to Form:

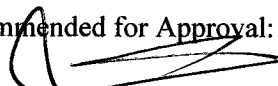
Approved as to Form:

24 By:  3/24/10
25 Marsha L. Victor
County Counsel

By: 
City Attorney

Recommended for Approval:

Approved as to Content:

26 By: 
27 Juan C. Perez
28 Director of Transportation

By: 
City Manager

29 RJH
30 02-2010

APPENDIX "A"
MAINTENANCE AGREEMENT FOR
TRAFFIC SIGNAL AND SAFETY LIGHTING INSTALLATIONS
THAT ARE JOINTLY-OWNED BY THE CITY OF GRAND TERRACE AND THE COUNTY
OF RIVERSIDE

SG1554 MAIN ST & GRAND TERRACE H.S. GRAND TERRACE 67% COUNTY 33%

EXHIBIT B
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

TRAFFIC SIGNAL MAINTENANCE RATE SCHEDULE

DECEMBER 2009

<u>POSITION</u>	<u>HOURLY WAGE</u>	<u>INCLUDING BENEFITS & OVERHEAD</u>
Traffic Signal Supervisor	\$38.15	\$94.20
Senior Traffic Signal Tech	\$36.44	\$89.98
Traffic Signal Tech	\$33.82	\$83.51

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Signal Aerial truck (AT)	\$51.04
Signal maintenance Pickup (D)	\$34.63
Pick-up ¾ ton (C)	\$34.61
Heavy Truck (H)	\$40.48

Overtime = 1.5 x Hourly Rate x 10%