

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

209



**FROM:** TLMA – Planning Department

**SUBMITTAL DATE:**  
November 18, 2010

**SUBJECT:** Agreement for Professional Services between the County of Riverside, TLMA-Planning Department and the City of La Quinta.

**RECOMMENDED MOTION:** That the Board approve the Professional Services Agreement between the County of Riverside and the City of La Quinta, and authorize the Chairman to execute the same.

**BACKGROUND:** The City of La Quinta has requested the County of Riverside, TLMA Planning Department provide professional geological services.

This Agreement shall become effective upon its approval by the Riverside County Board of Supervisors and will remain in effect for two (2) years. The Agreement may be terminated by either party upon a thirty (30) day written notice. The Planning Department will provide the following services: site-specific geologic reports prepared and submitted pursuant to the Alquist-Priolo Fault Zoning Act; site-specific geologic reports assessing rock fall hazard; and other geologic reports performed by the County State Licensed Geologist. The Planning Department will only perform services as requested in writing by the City, and all work will be performed under the direction of the City. The City shall pay the hourly rate and/or overtime rate as set forth in the Agreement.

*Carolyn Syms Luna*  
\_\_\_\_\_  
Carolyn Syms Luna  
Planning Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	2010/2011

<b>SOURCE OF FUNDS:</b> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input checked="" type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
County Executive Office Signature BY *Jennifer L. Sargent*  
Jennifer L. Sargent

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

Prev. Agn. Ref.:

District 4  
ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
Agenda Number:

3.26

Departmental Concurrence

**AGREEMENT FOR PROFESSIONAL SERVICES  
 BETWEEN THE COUNTY OF RIVERSIDE  
 AND THE CITY OF LA QUINTA**

The County of Riverside, California (hereinafter "COUNTY"), and the City of La Quinta, California (hereinafter "CITY"), hereby agree as follows:

**RECITALS**

- A. CITY desires that the COUNTY'S Transportation & Land Management Agency (hereinafter "TLMA") provide certain professional services to CITY.
- B. Services by other COUNTY agencies or departments are not the subject of this Agreement.
- C. COUNTY and CITY desire to specify the terms and conditions pursuant to which COUNTY will provide the professional services.

NOW THEREFORE, the parties hereto mutually agree as follows:

**SECTION 1 - RECITALS INCORPORATED**

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

**SECTION 2 - ADMINISTRATION**

The TLMA Director, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). The CITY Public Works Director/City Engineer, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").

**SECTION 3 - SCOPE OF SERVICES**

Pursuant to this Agreement, COUNTY'S State licensed professional geologist (hereinafter "COUNTY'S geologist") shall, subject to the procedures set forth herein, review each of the following: site-specific geologic reports prepared and submitted pursuant to the Alquist-Priolo Fault Zoning Act; site-specific geologic reports assessing rockfall hazard; and other geologic reports. COUNTY'S geologist shall review

1 these reports to the same extent and in the same manner as he would if the reports were prepared for  
2 projects in the unincorporated area of COUNTY.

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4 **SECTION 4 - REQUESTS FOR SERVICES**

5 CITY may use any desired means or process to decide whether to request professional services. CITY  
6 may request professional services for a single project or a group or class of projects. CITY shall make all  
7 requests for professional services in writing and CITY'S contract administrator shall send such requests to  
8 COUNTY'S contract administrator. Before requesting professional services, CITY'S contract  
9 administrator may ask COUNTY'S contract administrator for a written estimate of the cost of the  
10 services.

11  
12 **SECTION 5 - APPROVAL OF REQUESTS**

13 If COUNTY agrees to provide the professional services requested, COUNTY'S contract administrator  
14 shall notify CITY'S contract administrator in writing. COUNTY shall not provide professional services if  
15 the request for such services is not made and approved in the manner described above.

16  
17 **SECTION 6 - PERTINENT INFORMATION**

18 Once a request for professional services has been made and approved in the manner described above,  
19 CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all pertinent  
20 information concerning the project or group or class of projects. Such information shall, at a minimum,  
21 include a complete wet-signed "Application for Submittal of Geologic Report"; two (2) wet-signed copies  
22 of the geologic report; and CITY'S case number and appropriate case maps (hereinafter "CITY'S  
23 transmittal package").

24  
25 **SECTION 7 - SERVICE DELIVERY PROCEDURE**

26 COUNTY shall provide services in accordance with the following service delivery procedure, unless the  
27 parties mutually agree to a different procedure: COUNTY'S geologist shall assign a COUNTY geologic  
28 report number to each geologic report in CITY'S transmittal package; COUNTY'S geologist shall review

1 each geologic report and, if necessary, visit the site described in each report within thirty (30) days of  
2 receiving CITY'S transmittal package; COUNTY'S geologist shall prepare a review letter for each  
3 geologic report describing any deficiencies and shall send the review letters to CITY and the geologist(s)  
4 who prepared the reports; COUNTY'S geologist shall work directly with the geologist(s) who prepared  
5 the reports to make the reports acceptable; once COUNTY'S geologist determines that the geologic  
6 reports are acceptable, COUNTY'S geologist shall prepare an approval letter for each report containing a  
7 statement of approval, the conclusions and recommendations of the reports and appropriate conditions of  
8 approval. COUNTY'S geologist shall send all approved geologic reports and approval letters to CITY.

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10 **SECTION 8 - PERSONNEL**

11 In providing the professional services described in this Agreement, COUNTY and its staff shall be  
12 considered independent contractors and shall not be considered CITY employees for any purpose.  
13 COUNTY staff shall at all times be under COUNTY'S exclusive direction and control. COUNTY shall  
14 pay all wages, salaries and other amounts due such personnel in connection with their provision of the  
15 professional services and as required by law.

16  
17 **SECTION 9 - COST OF SERVICES**

18 Unless the parties have mutually agreed to a set fee for professional services CITY shall pay COUNTY  
19 \$138.00 dollars per hour for all regular services, including staff-to-staff consultations. If CITY requests  
20 and COUNTY approves overtime services, CITY shall pay COUNTY \$152.00 per hour for such services.  
21 COUNTY may increase these rates subject to a sixty (60)-day written notice to CITY. CITY shall pay  
22 COUNTY for each hour of services it provides, or each fraction of an hour billed at 1/10<sup>th</sup> increments,  
23 including any required travel time for site inspections or visits.

24  
25 **SECTION 10 - RECORDS AND BILLING**

26 COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly invoice  
27 which shall include an itemized accounting of all services performed and the cost thereof.

1 **SECTION 11 - PAYMENTS**

2 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract administrator  
3 receives the invoice from COUNTY'S contract administrator. CITY may dispute any monthly invoice by  
4 submitting a written description of the dispute to COUNTY'S contract administrator within ten (10) days  
5 of the date CITY'S contract administrator receives the invoice from COUNTY'S contract administrator.  
6 CITY may defer the payment of any portion of the invoice in dispute until such time as the dispute is  
7 resolved; however, all portions of the invoice not in dispute must be paid within the thirty (30)-day period  
8 set forth herein.

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10 **SECTION 12 - DUTY TO INFORM AND RESPOND**

11 CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all inquiries,  
12 complaints, and correspondence that CITY receives concerning COUNTY'S professional services.  
13 COUNTY'S contract administrator shall promptly transmit to CITY'S contract administrator all inquiries,  
14 complaints, and correspondence that COUNTY receives in the course of providing professional services.  
15 CITY shall be responsible for responding to all such inquiries, complaints and correspondence.

16  
17 **SECTION 13 - NOTICES**

18 Any notices or letters required or permitted to be sent to either party shall be deemed given when  
19 personally delivered to the individuals identified below or when addressed as follows and deposited in the  
20 U.S. Mail, postage prepaid:

21  
22 County of Riverside  
23 Transportation & Land Management Agency  
24 P.O. Box 1605  
25 Riverside, CA 92502-1605  
26 Attention: George Johnson, Director

27 City of La Quinta  
28 78-495 Calle Tampico  
La Quinta, CA 92586  
Attention: Tim Jonasson  
Public Works Director/City Engineer

29  
30 **SECTION 14 - OWNERSHIP AND RETENTION OF DATA**

31 Ownership and title to all reports, documents, plans, specifications, and estimates produced or compiled  
32 pursuant to this Agreement shall automatically be vested in CITY, become the property of CITY and be

1 retained by CITY in a manner consistent with State law. CITY reserves the right to authorize others to  
2 use or reproduce such materials and COUNTY shall not circulate such materials, in whole or in part, or  
3 release such materials to any person or entity other than CITY without the authorization of CITY'S  
4 contract administrator.

5  
6 **SECTION 15 - CONFIDENTIALITY**

7 COUNTY shall observe all Federal and State regulations concerning the confidentiality of records.  
8

9 **SECTION 16 - INDEMNIFICATION**

10 CITY shall indemnify and hold COUNTY, its officials, officers, employees, and agents, free and harmless  
11 from any liability whatsoever based or asserted upon any alleged acts or omissions arising out of, relating  
12 to or in any way connected with the services authorized by this Agreement, including property damage,  
13 bodily injury or death or any other element of damage of any kind or nature, to the same extent as CITY is  
14 required to indemnify and hold its officials, officers, employees, and agents free and harmless. CITY  
15 shall defend, at its expense, including the payment of reasonable attorney fees, COUNTY, its officials,  
16 officers, employees, and agents in any claim asserted and in any legal action brought based upon such  
17 alleged acts or omissions.  
18

19 **SECTION 17 - INSURANCE**

20 The parties agree to maintain the types of insurance and liability limits that are expected for entities of  
21 their size and diversity. The types of insurance maintained and the limits of liability for each insurance  
22 type shall not limit the indemnification provided by each party to the other.  
23

24 **SECTION 18 - IMMUNITIES**

25 Nothing in this Agreement is intended to nor shall it impair the statutory limitations and/or immunities  
26 applicable or available to the parties under State laws and regulations.  
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1 **SECTION 19 - MODIFICATIONS**

2 This Agreement may be amended or modified only by mutual agreement of the parties. No alteration or  
3 variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties  
4 hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the  
5 parties hereto.

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7 **SECTION 20 - DELEGATION OR ASSIGNMENT**

8 This Agreement may not be delegated or assigned, either in whole or in part.  
9

10 **SECTION 21 - WAIVER**

11 Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be construed  
12 to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the  
13 part of either party to require exact, full and complete compliance with any terms of this Agreement shall  
14 not be construed as changing in any manner the terms hereof, or estopping that party from enforcing the  
15 terms hereof.

16  
17 **SECTION 22 - SEVERABILITY**

18 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or  
19 unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or  
20 invalidated in any way.

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22 **SECTION 23 - TERM**

23 This Agreement shall become effective upon its approval by the Riverside County Board of Supervisors  
24 and shall remain in effect for two (2) years. This Agreement may be terminated by either party upon thirty  
25 (30) days written notice to the other party. This Agreement may be extended for up to an additional  
26 twelve (12) months if the parties, through their respective governing bodies, mutually agree to the  
27 extension in writing and mutually agree on the hourly rate to be charged for services.  
28

1 **SECTION 24 - ENTIRE AGREEMENT**

2 This Agreement is intended by the parties as a final expression of their understanding with respect to the  
3 subject matter hereof and supersedes any and all prior and contemporaneous agreements and  
4 understandings, written or oral.

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1 **APPROVALS**

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4 COUNTY Approvals

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6 APPROVED AS TO FORM:

7 Katherine A. Lind  
8 Katherine A. Lind  
9 Assistant County Counsel

10 11/10/10  
Date

11

12 APPROVED BY  
13 RIVERSIDE COUNTY  
14 BOARD OF SUPERVISORS:

15 Marion Ashley, Chairman  
16 Marion Ashley, Chairman  
17 Riverside County  
18 Board of Supervisors

19  
20 Date

21 ATTEST:

22 CLERK OF THE BOARD:

23 By: \_\_\_\_\_  
24

25 (SEAL)  
26  
27  
28

CITY Approvals

APPROVED AS TO FORM:

M. Katherine Jenson  
M. Katherine Jenson  
City Attorney, City of La Quinta

Dec. 8, 2010  
Date

APPROVED BY CITY COUNCIL:

Don Adolph, Mayor  
Don Adolph, Mayor  
City of La Quinta

12-9-10  
Date

ATTEST:

CITY CLERK:

By: Therese J. Woodcock Deputy  
City Clerk