

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

216
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 1, 2011

SUBJECT: Agreement with the City of La Quinta for the Operation and Maintenance of Traffic Signals and Safety Lighting Services at Designated Locations.

RECOMMENDED MOTION: The Transportation Department recommends that the Board of Supervisors:

1. Approve the Agreement for wherein the City of La Quinta will provide maintenance of traffic signals and safety lighting for designated locations jointly owned between the City of La Quinta and the County of Riverside, and;
2. Authorize the Chairman to execute the same.

Juan C. Perez
Director of Transportation

Departmental Concurrence

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(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012
SOURCE OF FUNDS: Gas Tax (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 11/28/11

Dept't Recomm.: Policy

Per Exec. Ofc.: Policy

Prev. Agn. Ref.

District: 4

Agenda Number:

**COOPERATIVE AGREEMENT
FOR OPERATION AND MAINTENANCE
OF TRAFFIC SIGNALS AND SAFETY LIGHTING**

This agreement (hereinafter "Agreement") entered into this ____ day of _____, 2011, is between the City of La Quinta, a California municipal corporation, referred to herein as "LA QUINTA" and the County of Riverside, referred herein as "COUNTY." LA QUINTA and COUNTY are collectively referred to in this Agreement as "PARTIES."

RECITALS

- 1) LA QUINTA and COUNTY desire to specify the terms and conditions under which traffic signals on shared boundaries will be maintained as well as the obligations and responsibilities of the PARTIES.
- 2) Two (2) traffic signals are jointly owned by LA QUINTA and COUNTY as follows:
 - a) Intersection of Fred Waring Drive and Dune Palms Road – Sixty-seven percent (67%) by LA QUINTA, thirty-three percent (33%) by COUNTY.
 - b) Intersection of Fred Waring Drive and Adams Street – Seventy-five percent (75%) by LA QUINTA, twenty-five percent (25%) by COUNTY.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES agree as follows:

Section I

- 1) Scope of Services:

LA QUINTA shall provide routine maintenance work and emergency call-out service on traffic signals, street safety lighting, flashing beacons, and other electrically operated traffic control or warning devices associated with the traffic signals. Routine maintenance services hereunder shall include the following work: inspect the signal system and clean the control cabinet every eight (8) weeks; clean and re-lamp signal heads as required; clean and re-lamp luminaires as required. Emergency call-out services shall include all repairs and maintenance of the subject traffic control and warning devices or

reasonable temporary measures necessary to preserve the public safety in the event of a signal system failure. LA QUINTA shall apply to the local power company for service and arrange for delivery of electrical power to the signals.

2) Extra Work:

In the event that LA QUINTA determines that any work it has been requested or directed to perform is beyond the scope of this Agreement and therefore constitutes extra work ("Extra Work"), LA QUINTA shall promptly notify COUNTY of that determination before performing such Extra Work. If COUNTY agrees that the requested work constitutes Extra Work, and authorizes LA QUINTA, in writing, to perform the Extra Work, COUNTY shall provide extra compensation to LA QUINTA upon a fair and equitable basis in accordance with LA QUINTA's standard rates. LA QUINTA shall determine whether such work constitutes Extra Work, however, COUNTY shall be entitled to any and all legal remedies in the event of a dispute concerning such determination.

3) Records:

Records for the work provided under this Agreement shall be kept by LA QUINTA and shall include the costs of all services performed. Such records shall be maintained for at least two (2) years and, upon reasonable notice, shall be made available for inspection by COUNTY.

4) Term and Termination:

Once signed by all PARTIES, this Agreement shall remain in force until terminated in accordance with this section. This Agreement may be terminated by any PARTY hereto upon thirty (30) days written notice to the other PARTY of such termination. Any payment obligations outstanding shall survive such termination.

5) Invalid Provision:

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6) Amendment and Waiver:

This Agreement may be amended or revoked at any time by a written agreement executed by LA QUINTA and COUNTY. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all PARTIES. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the PARTY granting such waiver, and in no event shall any such waiver be deemed to be a waiver of any other term, covenant or condition of this Agreement.

7) Attorneys' Fees:

In the event that any PARTY to this Agreement shall bring action to enforce the provisions of this Agreement or as a result of any default in the performance of any of the provisions of this Agreement, the prevailing PARTY in such action shall be entitled to recover all of the costs and expenses, including reasonable attorneys' fees, incurred by such PARTY in connection with such action.

8) Governing Law:

This Agreement shall be construed and governed by the laws of the State of California.

9) Binding Effect:

This Agreement shall be binding upon and inure to the benefit of LA QUINTA and COUNTY.

10) Independent Counsel:

Each PARTY has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any PARTY.

Section II

COUNTY AGREES:

- 1) To pay thirty-three percent (33%) of all operations, maintenance, repair, and replacement costs, including electrical energy costs, for the signal at the Intersection of Fred Waring Drive and Dune Palms Road. COUNTY shall pay

LA QUINTA such 33% operation and maintenance obligation within thirty (30) days of receipt of billing therefore.

- 2) To pay twenty-five percent (25%) of all operations, maintenance, repair, and replacement costs, including electrical energy costs, for the signal at the Intersection of Fred Waring Drive and Adams Street. COUNTY shall pay LA QUINTA such 25% operation and maintenance obligation within thirty (30) days of receipt of billing therefore.

Section III

LA QUINTA AGREES:

- 1) To operate and maintain the facilities and LA QUINTA will pay sixty-seven percent (67%) of all operations, maintenance, repair, and replacement costs, including electrical energy costs, for the signal at the Intersection of Fred Waring Drive and Dune Palms Road.
- 2) To operate and maintain the facilities and LA QUINTA will pay seventy-five percent (75%) of all operations, maintenance, repair, and replacement costs, including electrical energy costs, for the signal at the Intersection of Fred Waring Drive and Adams Street.

Section IV

IT IS MUTUALLY AGREED AS FOLLOWS:

- 1) No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES, and no verbal understanding or agreement not incorporated herein shall be binding on either party hereto.
- 2) Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed in COUNTY shall be vested in COUNTY and all materials, equipment, and appurtenances installed in LA QUINTA shall be vested in LA QUINTA.
- 3) Neither COUNTY nor any officer or employee therefore shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by LA QUINTA under or in connection with any work, authority or jurisdiction delegated to LA QUINTA under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, LA QUINTA 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 LA QUINTA under or in connection with any work, authority or jurisdiction delegated to LA QUINTA under this Agreement except to the extent that such injury results from COUNTY's own misconduct or negligence.

- 4) Neither LA QUINTA nor any officer or employee therefore shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold LA QUINTA 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement except to the extent that such injury results from LA QUINTA's own misconduct or negligence.

NOTICES:

Any notice required to be sent pursuant to this Agreement shall be sent by regular mail, addressed as indicated in the signature blocks which follow:

City of La Quinta

Thomas P. Genovese, City Manager
78-495 Calle Tampico
La Quinta, CA 92247-1504

Dated: _____

By: _____
Donald Adolph, Mayor

County of Riverside

Transportation and Land
Management Agency
Transportation Department
Juan C. Perez, P.E., T.E.
Director of Transportation
P.O. Box 1090
Riverside, CA 92502

Dated: _____

By: _____
Bob Buster, Chairman
Board of Supervisors

ATTEST:

By: _____
Veronica J. Montecino, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
M. Katherine Jenson, City Attorney

APPROVED AS TO CONTENT:

By: _____
Timothy R. Jonasson, P.E.
Public Works Director/City Engineer

ATTEST:

By: _____
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM:

By: *P. Walls*
Pam Walls, County Counsel
11/28/11

APPROVED AS TO CONTENT:

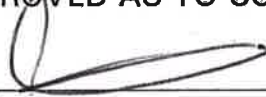
By: 
Juan C. Perez, P.E., T.E.
Director of Transportation

Exhibit A

All rates subject to yearly update

City of La Quinta hourly rates:

	Standard Rate	Overtime Rate
Traffic Signal Technician	\$45.51	\$60.23
Bucket Truck	\$27.00	\$27.00

Republic ITS – On-call / after-hours response hourly rates:

	Regular Time	Overtime	Premium Time
Operations Superintendent	\$108.05	\$162.07	\$211.09
Lead Signal Technician	\$84.38	\$126.57	\$163.76
Signal Technician	\$80.26	\$120.39	\$155.52
Service Truck	\$27.01	\$27.01	\$27.01
Crane	\$66.89	\$66.89	\$66.89
Bucket	\$27.01	\$27.01	\$27.01
Compressor	\$15.44	\$15.44	\$15.44
Concrete Saw	\$10.29	\$10.29	\$10.29
Loops 1-4	\$427.04		
Loops 5 +	\$385.88		
Material Mark-up	15%		