

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

704



**FROM:** TLMA – Planning Department

**SUBMITTAL DATE:**  
May 21, 2013

**SUBJECT:** Agreement for Professional Services between the County of Riverside, TLMA – Planning Department, the Environmental Programs Division and the City of Wildomar.

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

- 1) Execute the Professional Services Agreement (Attachment A) between the County of Riverside TLMA-Planning Department, the Environmental Programs Division and the City of Wildomar; and authorize Chairman to execute the same; and
- 2) Direct the Planning Director to administer the contract.
- 3) Authorize the Planning Director, to sign amendments that do not change the substantive terms of the agreement.

**BACKGROUND:** The City of Wildomar has requested the County of Riverside TLMA-Planning Department and the Environmental Programs Division to provide professional services including but not limited to Archeological, Biological, Geological and Planning Services.

*Carolyn Syms Luna*  
\_\_\_\_\_  
Carolyn Syms Luna, Director

Initials:  
CSL: ph

<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:	2012/2013

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

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

APPROVE  
*Tina Grande*  
BY: \_\_\_\_\_  
Tina Grande

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Karin L. Watts* 5/19/13  
KARIN L. WATTS-BAZAN DATE

Departmental Concurrence

Policy  Policy  
Consent  Consent

Dep't Recomm.:  
Per Exec. Offc.

Prev. Agn. Ref.: 7/14/09 #3.79, 7/12/11 #3.38

District:  
All

Agenda Number:

**3-48**

The Honorable Board of Supervisors  
RE: Agreement for Professional Services between the County of Riverside, TLMA –  
Planning Department and the City of Wildomar.

Date: May 21, 2013  
Page 2

**BACKGROUND: Cont'd**

The Agreement shall become effective upon its approval by the Riverside County Board of Supervisors and shall remain in effect until June 30, 2014 with the ability to extend this Agreement for two (2) years, in one (1) year increments, unless terminated earlier.

The departments will only perform services as requested by the City. All work will be performed under the direction of the City at the rates set forth in the Service Agreement (Attachment A). This hourly rate covers the full cost of County services.

1  
2  
3  
4  
5  
6  
7

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

8  
9  
10  
11  
12  
13  
14  
15  
16  
17

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

18

**RECITALS**

- 19  
20  
21  
22  
23  
24  
25  
26  
27
- A. CITY desires that the following COUNTY departments within the Transportation & Land Management Agency (hereinafter "TLMA") provide certain professional services for CITY: the Planning Department, including the Environmental Programs Division.
  - B. Services by any other County departments or agencies are not the subject of this Agreement.
  - C. COUNTY and CITY desire to define the scope of the professional services to be provided and the terms and conditions pursuant to which COUNTY will provide the professional services.

28  
29

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 manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").

**SECTION 3 - SCOPE OF SERVICES**

Upon CITY'S request and COUNTY'S acceptance as set forth herein, COUNTY shall provide

1 the professional services described in Attachment A to this Agreement, (hereinafter “professional  
2 services”). COUNTY, or consultants under contract to COUNTY, if any, shall comply with CITY  
3 codes and applicable state statutes in providing the professional services. COUNTY shall work  
4 directly with CITY and its staff in providing the professional services and shall consult with CITY  
5 staff as necessary. COUNTY shall not be required to, and shall not, respond to any person or  
6 entity other than CITY concerning the professional services it provides. CITY shall be  
7 responsible for responding to all such persons or entities as set forth herein.  
8

9 **SECTION 4 - REQUESTS FOR SERVICES**

10 CITY may use any desired means or process to decide whether to request professional  
11 services. CITY may request professional services for a single project or a group or class of  
12 projects. CITY shall make all requests for professional services in writing and CITY’S contract  
13 administrator shall send such requests to COUNTY’S contract administrator. Before requesting  
14 professional services, CITY’S contract administrator may ask COUNTY’S contract administrator  
15 for a written estimate of the cost of the services.  
16

17 **SECTION 5 - APPROVAL OF REQUESTS**

18 Upon receipt of CITY’s written request for services, COUNTY’S contract administrator shall  
19 notify CITY’S contract administrator and the appropriate TLMA department in writing that the  
20 request has been received. If the appropriate TLMA department has an established procedure  
21 for providing the professional services requested (hereinafter “service delivery procedure”), the  
22 aforementioned written notification to CITY shall include a copy of the service delivery  
23 procedure. Services shall be provided in accordance with the service delivery procedure  
24 provided unless the parties mutually agree to a different procedure. COUNTY shall not provide  
25 professional services if the request for such services is not made and approved in the manner  
26 described above.  
27

28 **SECTION 6 - PERTINENT INFORMATION**  
29

1 Once a request for professional services has been made and accepted in the manner described  
2 above, CITY'S contract administrator shall promptly transmit to COUNTY'S contract  
3 administrator all pertinent information concerning the project or group or class of projects. Such  
4 information shall include, but not be limited to, CITY'S case file(s) including any applicable  
5 development application and applicant submitted documents related to the development  
6 application; CITY'S approvals; CITY'S applicable codes; CITY'S General Plan; any applicable  
7 specific plans or any other land use approvals; and any reports including but not limited to those  
8 reports relating to biology, cultural resources, paleontology or geology.  
9

#### 10 SECTION 7 - PERSONNEL

11 In providing the professional services described in this Agreement, COUNTY and its staff shall  
12 be considered independent contractors and shall not be considered CITY employees for any  
13 purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control.  
14 COUNTY shall pay all wages, salaries and other amounts due such personnel in connection with  
15 their provision of the professional services and as required by law. COUNTY staff shall be  
16 located at COUNTY facilities.  
17

#### 18 SECTION 8 - VEHICLES

19 If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the  
20 vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for  
21 service and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for  
22 CITY-approved functions. If CITY chooses to provide vehicles for COUNTY'S use, CITY shall  
23 be responsible for the full cost of operating such vehicles, including, but not limited to, insurance,  
24 fuel, maintenance, and licensing costs.  
25

#### 26 SECTION 9 - COST OF SERVICES

27 Unless the parties have mutually agreed to a set fee for professional services, CITY shall pay  
28 COUNTY for all such services, including staff-to-staff consultations, at the hourly rates set forth  
29

1 in Attachment B to this Agreement. CITY shall pay COUNTY for each hour of services it  
2 provides, or each fraction of an hour billed at 1/10<sup>th</sup> increments, including any required travel  
3 time. Notwithstanding the above, CITY shall pay COUNTY the full costs of producing any aerial  
4 photographs, aerial maps or satellite images for CITY.  
5

6 **SECTION 10 - RECORDS and BILLING**

7 COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly  
8 invoice which shall include an itemized accounting of all services performed and the cost  
9 thereof.  
10

11 **SECTION 11 - PAYMENTS**

12 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract  
13 administrator receives the invoice from COUNTY'S contract administrator. CITY may dispute  
14 any monthly invoice by submitting a written description of the dispute to COUNTY'S contract  
15 administrator within ten (10) days of the date CITY'S contract administrator receives the invoice  
16 from COUNTY'S contract administrator. CITY may defer the payment of any portion of the  
17 invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice  
18 not in dispute must be paid within the thirty (30)-day period set forth herein.  
19

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

21 CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all  
22 inquiries, complaints, and correspondence that CITY receives concerning professional services  
23 provided by COUNTY. COUNTY'S contract administrator shall promptly transmit to CITY'S  
24 contract administrator all inquiries, complaints, and correspondence that COUNTY receives in  
25 the course of providing professional services. CITY shall be responsible for responding to all  
26 such inquiries, complaints and correspondence.  
27

28 **SECTION 13 - NOTICES**  
29

1 Any notices required or permitted to be sent to either party shall be deemed given when  
2 personally delivered to the individuals identified below or when addressed as follows and  
3 deposited in the U.S. Mail, postage prepaid:  
4

5 County of Riverside  
6 Transportation & Land Management Agency  
7 P.O. Box 1409  
8 Riverside, CA 92502-1409  
9 Attention: Planning Department  
10 Director  
11

City of Wildomar  
23873 Clinton Keith Rd, Ste. 201  
Wildomar, CA 92595  
Attention: Matthew Bassi  
Planning Director

12  
13 SECTION 14 - OWNERSHIP OF DATA

14 Ownership and title to all reports, documents, plans, specifications, and estimates produced or  
15 compiled pursuant to this Agreement shall automatically be vested in CITY and become the  
16 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials  
17 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to  
18 any person or entity other than CITY without the authorization of CITY'S contract administrator.  
19

20 SECTION 15 - CONFIDENTIALITY

21 COUNTY shall observe all Federal and State regulations concerning the confidentiality of  
22 records.  
23

24 SECTION 16 - INDEMNIFICATION

25 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special  
26 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials, officers,  
27 employees and agents from all claims and liability for loss, damage, or injury to property or  
28 persons, including wrongful death, based on COUNTY'S negligent acts, omissions or willful  
29

1 misconduct arising out of or in connection with the performance of professional services under  
2 this Agreement including, without limitation, the payment of attorney's fees.

3 Indemnification by CITY. CITY shall indemnify, defend and hold harmless COUNTY, its  
4 officials, officers, employees and agents from all claims and liability for loss, damage, or injury to  
5 property or persons, including wrongful death, based on CITY'S negligent acts, omissions or  
6 willful misconduct arising out of or in connection with the performance of professional services  
7 under this Agreement including, without limitation, the payment of attorney's fees.

8 Special Circumstances. CITY shall indemnify, defend, and hold harmless COUNTY, its officials,  
9 officers, employees and agents, from all claims and liability resulting from any of the following:  
10 The invalidity of CITY'S codes; California Environmental Quality Act, Brown Act or any other  
11 statutory violation; and the design of City facilities, including, but not limited to, streets and  
12 sidewalks.

13  
14 SECTION 17 - INSURANCE

15 The parties agree to maintain the types of insurance and liability limits that are expected for  
16 entities of their size and diversity. The types of insurance maintained and the limits of liability for  
17 each insurance type shall not limit the indemnification provided by each party to the other. If  
18 CITY chooses to provide vehicles for COUNTY'S use, CITY shall maintain liability insurance for  
19 the CITY-owned vehicles and insurance for any physical damage to the CITY-owned vehicles in  
20 an amount equal to the replacement value of all vehicles provided. The vehicle policies shall, by  
21 endorsement, name COUNTY, its agencies and departments and their respective officials,  
22 officers, employees and agents as additional insureds.

23  
24 SECTION 18 - IMMUNITIES

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

27  
28 SECTION 19 - MODIFICATIONS  
29



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

6 SECTION 20 - WAIVER

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

13 SECTION 21 - SEVERABILITY

14 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void  
15 or unenforceable, the remaining provisions will nevertheless continue in full force without being  
16 impaired or invalidated in any way.  
17

18 SECTION 22 - TERM

19 This Agreement shall become effective upon its approval by the Riverside County Board of  
20 Supervisors and shall remain in effect until June 30, 2014 with the ability to extend this  
21 Agreement for two (2) years, in one (1) year increments, unless terminated earlier. Any request  
22 to extend this Agreement shall be submitted in writing by CITY to COUNTY. This Agreement  
23 may be terminated by either party upon thirty (30) days written notice to the other party.  
24

25 SECTION 23 - ENTIRE AGREEMENT

26 This Agreement is intended by the parties as a final expression of their understanding with  
27 respect to the subject matter hereof and supersedes any and all prior and contemporaneous  
28 agreements and understandings, written or oral.  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

APPROVALS

COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karin Watts Bay Dated: 5/9/13  
Principal Deputy County Counsel

Tom Rex Dated: 4/10/13  
City Attorney, City of Wildomar

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

\_\_\_\_\_ Dated: \_\_\_\_\_  
John Benoit  
Chairman, Riverside County Board  
of Supervisors

[Signature] Dated: 04/10/13  
Timothy Walker, Mayor

ATTEST:

ATTEST:

CLERK OF THE BOARD:

CITY CLERK:

By: \_\_\_\_\_  
Deputy

By: Debbie A. Lee Dated: 04/10/13  
Debbie A. Lee  
City Clerk

(SEAL)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

ATTACHMENT A

Planning Department Services, including Environmental Programs Division

Upon request and acceptance as set forth in this Agreement, the Planning Department shall provide the following services: review public and private development projects to ensure that such projects are consistent with the requirements of State statutes and CITY codes; review public and private development projects to determine the level of analysis needed for cultural, paleontological and geologic resources; review reports related to these resources; prepare environmental analyses and documents for public and private development projects; prepare conditions of approval and/or any necessary resolution for public and private development projects; provide any other services customarily provided by a City planning department.

Upon request and acceptance as set forth in this Agreement, the Environmental Programs Division shall provide the following services: review public and private development projects to ensure that such projects are consistent with Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP); prepare conditions of approval for public and private development projects; process Habitat Acquisition and Negotiation Strategy (HANS) applications and conduct Single-Family Expedited Review Processes as required by the MSHCP; review biological reports and MSHCP consistency analyses; perform habitat assessments and biological surveys.

ATTACHMENT B  
HOURLY RATES FOR PROFESSIONAL SERVICES

DEPARTMENT	POSITION	REGULAR HOURS	OVERTIME HOURS
Planning Department	Geologic and Paleontological Services	\$138	N/A
Planning Department	Archeological Services	\$138	N/A
Planning Department	Principal Planner	\$140	N/A
Planning Department and Environmental Programs Division	Planner	\$135	N/A
Environmental Programs Division	Ecological Resources Specialist	\$106	N/A
Environmental Programs Division	Clerical	\$54	N/A