

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

419A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

October 24, 2013

SUBJECT: Agreement Wherein the City of Desert Hot Springs Will Provide Maintenance of Traffic Signals and Safety Lighting at Designated Locations Jointly Owned Between the City of Desert Hot Springs and the County of Riverside, 4th/4th District [\$5,000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement for wherein the City of Desert Hot Springs (City) provides maintenance of traffic signals and safety lighting at designated locations jointly owned between the City and the County of Riverside (County); and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 5,000	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax (100%)
There are not General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2013/2014

C.E.O. RECOMMENDATION: APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR
DATE: 11/8/13

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: District: 4/4 Agenda Number:

3-46

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

FORM 11: Agreement Wherein the City of Desert Hot Springs Will Provide Maintenance of Traffic Signals and Safety Lighting at Designated Locations Jointly Owned between the City of Desert Hot Springs and the County of Riverside 4th/4th District [\$0]

DATE: October 24, 2013

PAGE: 2 of 2

BACKGROUND:

Summary

In 2009, through Annexation Nos. 36 and 37, the City annexed certain property located near the intersections of Palm Drive and Dillon Road and Palm Drive and Varner Road. As a result of the annexations, the traffic signal and highway safety installations located at the intersections are now shared between the City and the County. To ensure the efficient maintenance and to improve response time to the traffic signals and highway safety installations, the City and County desire to enter into an agreement for maintenance.

This agreement outlines the responsibilities of each agency with respect to the two signals. The County will contribute 25% towards the maintenance cost of each signal and the City will be responsible for the maintenance of the signals.

Impact on Residents and Businesses

None

SUPPLEMENTAL:

Additional Fiscal Information

The County currently maintains the traffic signals on Palm Drive, Dillon Road, and Varner Road at a cost of \$14,000 per year. This agreement will decrease the cost of signal maintenance to \$5,000 per year, with a net savings of \$9,000 per year.

Contract History and Price Reasonableness

N/A

1 **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which
2 are hereby acknowledged, the CITY and COUNTY hereby agree as follows:

3 1. CITY shall provide routine maintenance work and emergency call-out service on traffic
4 signals, highway safety lighting, flashing beacons, and other electrically operated traffic control or
5 warning devices at the location(s) described in Exhibit A. In providing said maintenance, CITY shall do
6 the following: inspect the signal system and clean the control cabinet every six (6) weeks; re-lamp and
7 clean signal heads, as the CITY deems necessary; re-lamp and clean internally illuminated street name
8 signs, as the CITY deems necessary; re-lamp safety lights, as the CITY deems necessary; and any other
9 maintenance the CITY deems necessary to ensure the proper function of the traffic signals and highway
10 safety lighting (“Maintenance Services”).

11 2. CITY shall provide emergency call-out service on traffic signals, highway safety lighting,
12 flashing beacons, and all other electrically operated traffic control or warning devices within three hours
13 of discovering the emergency, or being notified by the COUNTY (“Emergency Maintenance Services”).
14 Repair or maintenance of an installation, in whole or in part, shall be deemed an emergency when such
15 response is necessary to ensure the public safety and welfare, or in order to prevent damage or further
16 damage to property, both public and private. The CITY may engage the services of a third party for the
17 provision of Maintenance Services and/or Emergency Maintenance Services, subject to approval by
18 COUNTY which approval shall not be unreasonably withheld..

19 3. CITY shall pay all electrical costs associated with the traffic signals, highway safety
20 lighting, flashing beacons, and other electrically operated traffic control or warning devices at the
21 location(s) described in Exhibit A (“Electrical Costs”).

22 4. COUNTY shall reimburse CITY a percentage of the total cost of Maintenance Services,
23 Emergency Maintenance Services and Electrical Costs, including CITY cost for wages, benefits,
24 transportation, materials and administrative accounting as set forth in the attached Exhibit B, based on the
25 percentage of the COUNTY’s location ownership, as set forth in Exhibit A. The CITY shall be

1 responsible for that percentage of the total of the aforementioned costs for each location based on the
2 percentage of the CITY's location ownership as set forth in Exhibit A. By way of example only, if such
3 total costs amount to \$1,000 for the Dillon Road and Palm Drive installations, the COUNTY shall
4 reimburse the CITY \$250.

5 5. Records for the work provided under this Agreement shall be kept by CITY, in
6 accordance with the City's records retention policy, and shall include the cost of services performed.
7 Billing shall be made quarterly and shall include an annual itemized accounting of all costs and services.

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

11 7. This Agreement shall remain in force until terminated by either Party upon thirty (30)
12 days written notice to the other Party. In case of termination by the COUNTY, the COUNTY agrees to
13 pay all expenses incurred by the CITY up to the effective date of such termination, in accordance with the
14 terms of this Agreement.

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

23 9. Upon and subject to further agreement of the Parties acknowledged in writing by the City
24 Council of CITY, and COUNTY'S Director of Transportation, facilities of like nature may be added to
25

1 this Agreement or deleted from this Agreement without further review by the Board of Supervisors of
2 COUNTY.

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

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

15 12. This Agreement contains the entire agreement of the Parties with respect to the subject
16 matter hereof, and supersedes all prior negotiations, understandings or agreements pertaining to the
17 locations stipulated in Exhibit A. This Agreement may only be modified in writing, signed by each Party.

18 13. This Agreement shall be governed by and interpreted with the laws of the State of
19 California. The Parties agree that the exclusive venue for any action or proceeding arising from or
20 relating to this Agreement shall be in the County of Riverside, State of California.

21 14. All notices provided by this Agreement shall be in writing and shall be sent by first-class
22 mail and/or facsimile transmission as follows:

23 If to CITY: Director of Public Works
24 City of Desert Hot Springs
25 65950 Pierson Boulevard
Desert Hot Springs, CA 92240
Fax: (760) 288-0639

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If to COUNTY: Juan C. Perez, Director of Transportation and Land Management
County of Riverside
Transportation and Land Management Agency
Transportation Department
P.O. Box 1090
Riverside, CA 92502
Fax: (951) 955-3198

15. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and reasonable attorney's fees, from the losing party.

16. This Agreement may be executed in one or more counterparts, which includes electronic signatures, and all so executed shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their
2 duly authorized representatives on _____, 2013.

3
4 COUNTY OF RIVERSIDE

CITY OF DESERT HOT SPRINGS

5 By: _____
6 Chairman, Board of Supervisors

By: _____
Yvonne Parks, Mayor

7 Attest: Kecia Harper-Ihem
8 Clerk of the Board

Attest:

9 By: _____
10 Deputy Clerk of the Board

By: _____
Jerryl Soriano, Deputy City Clerk

11 Approved as to Form:

Approved as to Form:

12 By: Maura R. Vester, Deputy
13 County Counsel

By: _____
Steven B. Quintanilla, City Attorney

14 Recommended for Approval:

15 By: Juan C. Perez
16 Juan C. Perez, Director of Transportation
17 and Land Management

EXHIBIT "A"

MAINTENANCE AGREEMENT FOR
TRAFFIC SIGNAL AND SAFETY LIGHTING INSTALLATIONS
THAT ARE JOINTLY-OWNED BY THE CITY OF DESERT HOT SPRINGS
AND COUNTY OF RIVERSIDE

MAINTAINED BY THE CITY OF DESERT HOT SPRINGS

APRIL 2013

LOCATION

OWNERSHIP

DILLON RD & PALM DR

75% City

25% County

PALM DR & VARNER RD

50% City

25% County

25% Cathedral City

EXHIBIT "B"

PRICE PROPOSAL

Routine Maintenance

Each signalized intersection per month	\$	80.00
Each pole mounted flashing beacon, per month	\$	45.00

Extraordinary Maintenance

Conflict Monitor Testing (per each intersection)	\$	75.00
6' Circular Loop (1-4)	\$	400.00
6' Circular Loop (5-11)	\$	375.00
6' Circular Loop (12+)	\$	350.00
Cabinet Testing	\$	950.00

Labor

	<i>Regular</i>	<i>Overtime</i>	<i>Double Time</i>
Traffic Signal Supervisor	\$ 85.00	\$ 120.00	\$ 160.00
Engineering Technician	\$ 85.00	\$ 120.00	\$ 160.00
Traffic Signal Technician	\$ 79.00	\$ 110.00	\$ 140.00
Traffic Signal Laborer	\$ 60.00	\$ 85.00	\$ 105.00

Equipment

Pickup Truck	\$	10.00
Service Truck	\$	20.00
Bucket Truck	\$	28.00
Crane	\$	65.00