

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

906



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
December 24, 2013

**SUBJECT:** Agreement between the County of Riverside and the City of Wildomar for the Maintenance of Traffic Signals and Safety Lighting at Designated Locations. 1<sup>st</sup>/1<sup>st</sup> District. [\$2,500]; Local Funds 100%

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

1. Approve the agreement for maintenance of traffic signals and safety lighting between the County of Riverside and the City of Wildomar; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Departmental Concurrence

FORM APPROVED BY COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: *12/24/13*  
NEAL R. KIPNIS

**Patricia Romo**  
Assistant Director of Transportation

**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)
<b>COST</b>	\$ 1,250	\$ 2,500	\$ 0	\$ 2,500	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Gas Tax (100%)  
There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 2013/2014

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

APPROVE

*Tina Grande*  
BY: Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

3-16

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Agreement between the County of Riverside and the City of Wildomar for the Maintenance of Traffic Signals and Safety Lighting at Designated Locations. 1<sup>st</sup>/1<sup>st</sup> District. [\$2,500]; Local Funds 100%  
**DATE:** December 24, 2013  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

The traffic signals and safety lighting at the intersections of Corydon Street and Grand Avenue and Corydon Street and Union Street are within the jurisdictional boundaries of the County of Riverside (County) and the cities of Wildomar and Lake Elsinore as follows:

Corydon/Grand:	75% City of Wildomar 25% County of Riverside
Corydon/Union:	50% City of Wildomar 25% County of Riverside 25% City of Lake Elsinore

The City of Lake Elsinore currently contributes towards the maintenance of the signal and lighting at the intersection of Corydon Street and Union Street through a cooperative agreement between the County and the City of Lake Elsinore.

The County has been maintaining the traffic signals and safety lighting at the jointly owned intersections with the City of Wildomar (City) since the City's incorporation in 2008. The City has been reimbursing the County for its share of the intersections. This agreement between the County and the City is needed to formalize the City's contribution towards the cost of electrical energy, routine maintenance, and emergency service for the traffic signals and lighting at the locations listed above.

**Impact on Residents and Businesses**

N/A

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The annual cost to maintain traffic signals and safety lighting as described in this agreement is estimated at \$5,000 annually for each location. The County share is \$1,250 for each location.

**Contract History and Price Reasonableness**

N/A



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 the COUNTY Board of Supervisors. COUNTY will provide City notice of the official Board action no  
9 later than two (2) weeks before the effective date. This Agreement shall remain in force until terminated  
10 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 constitute Extra Work and authorizes COUNTY to  
17 perform the Extra Work, it shall provide extra compensation to COUNTY upon fair and equitable basis in  
18 accordance with COUNTY'S standard rate as described in Appendix B, attached hereto and incorporated  
19 by this reference.

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

24 9. CITY shall indemnify, defend, save and hold harmless COUNTY, its officers, agents, servants and  
25 employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of

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

10 10. 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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20 // // // //

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

City of Wildomar  
23873 Clinton Kieth Road, Suite 201  
Wildomar, CA 992595

6 Attention: Juan C. Perez  
7 Director of Transportation and  
8 Land Management

Attention:

*City Manager*

9 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly  
10 authorized representatives on \_\_\_\_\_, 20\_\_\_\_.

11 Dated: \_\_\_\_\_

Dated: 11/13/13

12 COUNTY OF RIVERSIDE

CITY OF Wildomar

13 By: \_\_\_\_\_  
14 Chairman, Board of Supervisors

*[Signature]*  
\_\_\_\_\_  
Mayor

15 Attest: Kecia Harper-Ihem  
16 Clerk of the Board

Attest:

17 By: \_\_\_\_\_  
18 Deputy Clerk of the Board

By: *Aimee A. Lee*  
\_\_\_\_\_  
City Clerk

19 Approved as to Form:

Approved as to Form:

20 By: *[Signature]*  
21 \_\_\_\_\_  
22 County Counsel

By: *[Signature]*  
\_\_\_\_\_  
City Attorney

23 Recommended for Approval:

Approved as to Content:

24 By: *[Signature]*  
25 \_\_\_\_\_  
Juan C. Perez  
Director of Transportation and  
Land Management

By: *[Signature]*  
\_\_\_\_\_  
City Manager

RJH  
09-13

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

MAINTAINED BY THE COUNTY OF RIVERSIDE

March 2011

LOCATION

OWNERSHIP

CORYDON ST & GRAND AVE

75% City of Wildomar

25% County

CORYDON ST & UNION ST

50% City of Wildomar

25% County

25% City of Lake Elsinore

APPENDIX B

COUNTY OF RIVERSIDE  
TRANSPORTATION DEPARTMENT

TRAFFIC SIGNAL MAINTENANCE RATE SCHEDULE  
OCTOBER 2013

<u>POSITION</u>	<u>HOURLY WAGE</u>	<u>W/BENEFITS &amp; OVERHEAD</u>
Traffic Signal Supervisor	\$42.17	\$125.83
Senior Traffic Signal Tech	\$40.27	\$117.00
Traffic Signal Tech	\$37.38	\$108.59

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Signal Aerial truck (AT)	\$69.60
Pick-up <sup>3</sup> / <sub>4</sub> ton (C)	\$19.81