

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

421



FROM: Transportation & Land Management Agency: Planning Department

SUBMITTAL DATE:
August 1, 2014

SUBJECT: Approval of the Professional Services Agreement between the County of Riverside and the City of Menifee. FY 2014/2015 to FY2016/2017. 3rd/5th District. [\$60,000-City of Menifee 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the professional services agreement between the County of Riverside and the City of Menifee from July 1, 2014 to June 30, 2105, with the option to renew two additional years and;
2. Authorize the Planning Director to sign amendments that do not significantly modify or expand the scope of services or financial terms of the agreement.

BACKGROUND:

Summary

The City of Menifee has requested that the County of Riverside TLMA Planning Department provide professional services including but not limited to Archeological, Biological, Geological, and Planning services. The County has been providing the City these services for the past five years.

[Signature]
Juan C. Perez
TLMA Director / Interim Planning
Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 20,000	\$ 20,000	\$ 60,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% City of Menifee

Budget Adjustment: NA

For Fiscal Year: FY15 to FY17

C.E.O. RECOMMENDATION: APPROVE

BY: *[Signature]*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 8/26/14

Departmental Concurrence

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

Prev. Agn. Ref.: 3-43 on 11/26/13 | District: 3rd/5th | Agenda Number:

3-104

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of the Professional Services Agreement between the County of Riverside and the
City of Menifee. FY 2014/2015 to FY2016/2017. 3rd/5th District. [\$60,000-City of Menifee 100%]**

DATE: August 1, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The agreement has been reviewed and approved by the City's governing body. The City of Menifee Mayor signed the agreement on June 18, 2014.

The Planning Department will 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 professional services agreement. Based on a historical analysis, the County anticipates receiving revenues of approximately \$20,000 each fiscal year from the City of Menifee.

Impact on Residents and Businesses

The City of Menifee will benefit from the technical expertise that the County can provide on these specialized services.

SUPPLEMENTAL:

Additional Fiscal Information

The agreement has been anticipated as part of the Planning Department budget for fiscal year 2014/2015 and does not require a budget adjustment.

Contract History and Price Reasonableness

FY 2014/2015 will be the sixth year of service being provided to the City. The partnership with the City of Menifee has proven to be mutually beneficial.

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

10 11 SECTION 4 - REQUESTS FOR SERVICES

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

18 19 SECTION 5 - APPROVAL OF REQUESTS

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

1 SECTION 6 – DANGEROUS CONDITION EXCEPTION

2 Notwithstanding the provisions of Section 4. and 5. of this Agreement, COUNTY is hereby
3 authorized to immediately remedy any dangerous condition it encounters in the course of
4 providing professional services, and CITY hereby agrees to pay the costs incurred by
5 COUNTY for such remediation. For purposes of this Agreement, a dangerous condition shall
6 be any condition that may result in imminent personal injury or property damage. COUNTY
7 contract administrator shall promptly notify CITY contract administrator of any dangerous
8 condition remedied pursuant to this exception.

9
10 SECTION 7 - PERTINENT INFORMATION

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

19
20 SECTION 8 - PERSONNEL

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

27
28 SECTION 9 – VEHICLES

1 If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the
2 vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for
3 service and shall be registered in the name of CITY. CITY-owned vehicles shall only be used
4 for CITY-approved functions. If CITY chooses to provide vehicles for COUNTY'S use, CITY
5 shall be responsible for the full cost of operating such vehicles, including, but not limited to,
6 insurance, fuel, maintenance, and licensing costs.

7
8 SECTION 10 - COST OF SERVICES

9 Unless the parties have mutually agreed to a set fee for professional services, CITY shall pay
10 COUNTY for all such services, including staff-to-staff consultations, at the hourly rates set forth
11 in Attachment B to this Agreement. CITY shall pay COUNTY for each hour of services it
12 provides, or each fraction of an hour billed at 1/10th increments, including any required travel
13 time. Notwithstanding the above, CITY shall pay COUNTY the full costs of producing any
14 aerial photographs, aerial maps or satellite images for CITY. COUNTY may increase these
15 rates subject to a 60 day written notice to CITY.

16
17 SECTION 11 - RECORDS and BILLING

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

21
22 SECTION 12 - PAYMENTS

23 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract
24 administrator receives the invoice from COUNTY'S contract administrator. CITY may dispute
25 any monthly invoice by submitting a written description of the dispute to COUNTY'S contract
26 administrator within ten (10) days of the date CITY'S contract administrator receives the
27 invoice from COUNTY'S contract administrator. CITY may defer the payment of any portion of
28 the invoice in dispute until such time as the dispute is resolved; however, all portions of the
29

1 invoice not in dispute must be paid within the thirty (30)-day period set forth herein.

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3 SECTION 13 - DUTY TO INFORM AND RESPOND

4 CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all
5 inquiries, complaints, and correspondence that CITY receives concerning professional
6 services provided by COUNTY. COUNTY'S contract administrator shall promptly transmit to
7 CITY'S contract administrator all inquiries, complaints, and correspondence that COUNTY
8 receives in the course of providing professional services. CITY shall be responsible for
9 responding to all such inquiries, complaints and correspondence.

10
11 SECTION 14 - NOTICES

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

15		
16	County of Riverside	City of Menifee
17	Transportation & Land Management Agency	29714 Haun Rd.
18	P.O. Box 1409	Menifee CA 92586
19	Riverside, CA 92502-1409	Attention: Charles La Claire
20	Attention: David Jones	Interim Community Development Director
21	Chief Engineering Geologist	
22		

23 SECTION 15 - OWNERSHIP OF DATA

24 Ownership and title to all reports, documents, plans, specifications, and estimates produced or
25 compiled pursuant to this Agreement shall automatically be vested in CITY and become the
26 property of CITY. CITY reserves the right to authorize others to use or reproduce such
27 materials and COUNTY shall not circulate such materials, in whole or in part, or release such
28 materials to any person or entity other than CITY without the authorization of CITY'S contract
29

1 administrator.

2
3 SECTION 16 - CONFIDENTIALITY

4 COUNTY shall observe all Federal and State regulations concerning the confidentiality of
5 records.

6
7 SECTION 17 - INDEMNIFICATION

8 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special
9 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials,
10 officers, employees and agents from all claims and liability for loss, damage, or injury to
11 property or persons, including wrongful death, based on COUNTY'S negligent acts, omissions
12 or willful misconduct arising out of or in connection with the performance of professional
13 services under this Agreement including, without limitation, the payment of attorney's fees.

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

19 Special Circumstances. CITY shall indemnify, defend, and hold harmless COUNTY, its
20 officials, officers, employees and agents, from all claims and liability resulting from any of the
21 following:

- 22
- 23 • The invalidity of CITY'S codes;
 - 24 • California Environmental Quality Act, Brown Act or any other statutory violation; and
25 the design of City facilities, including, but not limited to, streets and sidewalks.
 - 26 • How CITY decides to address, or prioritize actions addressing, alleged violations of
27 CITY'S codes.
 - 28 • How CITY decides to maintain, or prioritize the maintenance of, CITY facilities,
- 29

1 including, but not limited to, streets and sidewalks.

- 2 • How CITY decides to deploy, or prioritize the deployment of, school crossing guards.
- 3 • The design of CITY facilities, including, but not limited to, streets and sidewalks
- 4 constructed after July 1, 2009.
- 5 • CITY'S failure to provide pertinent information and inform as provided in Sections 7.
- 6 and 13. of this Agreement.

7
8 SECTION 18 - INSURANCE

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

17
18 SECTION 19 - IMMUNITIES

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

21
22 SECTION 20 - MODIFICATIONS

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

27
28 SECTION 21 - WAIVER

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

6
7 SECTION 22 - SEVERABILITY

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

11
12 SECTION 23 - TERM

13 Upon approval by the Riverside County Board of Supervisors, this Agreement shall be
14 effective as of July 1, 2014 and shall remain in effect until June 30, 2015 with the ability to
15 extend this Agreement for two (2) years, in one (1) year increments, unless terminated earlier.
16 Any request to extend this Agreement shall be submitted in writing by CITY to COUNTY. This
17 Agreement may be terminated by either party upon thirty (30) days written notice to the other
18 party.

19
20 SECTION 24 - ENTIRE AGREEMENT

21 The Agreement includes the following exhibit(s): Attachment A- Services, consisting of one (1)
22 page; Attachment B – Hourly Rates for Professional Services consisting of one (1) page. This
23 Agreement is intended by the parties as a final expression of their understanding with respect
24 to the subject matter hereof and supersedes any and all prior and contemporaneous
25 agreements and understandings, written or oral.

APPROVALS

COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Rasha S. Victor Dated: 8/26/14
Principal Deputy County Counsel

Julie Digg Dated: 6/4/14
City Attorney, City of Menifee

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

_____ Dated: _____
Jeff Stone
Chairman, Riverside County Board
of Supervisors

William Dated: 6/18/14
Mayor

ATTEST:
CLERK OF THE BOARD:

ATTEST:
CITY CLERK:

By: _____
Deputy

By: H. Bennett Dated: 6/18/14

(SEAL)

1 ATTACHMENT A - SERVICES

2 1. Upon request and acceptance as set forth in this Agreement, the Transportation & Land
3 Management Agency shall provide the following services: review public and private
4 development projects to ensure that such projects are consistent with the requirements of
5 State statutes and CITY codes; review public and private development projects to
6 determine the level of analysis needed for cultural, paleontological, landscape architect
7 review, geologic resources and transportation department services; review reports related
8 to these resources; prepare environmental analyses and documents for public and private
9 development projects; prepare conditions of approval and/or any necessary resolution for
10 public and private development projects; provide any other services customarily provided
11 by a City planning department.

12
13 2. Upon request and acceptance as set forth in this Agreement, the Environmental Programs
14 Division shall provide the following services: review public and private development
15 projects to ensure that such projects are consistent with Western Riverside County Multiple
16 Species Habitat Conservation Plan (MSHCP); prepare conditions of approval for public and
17 private development projects; process Habitat Acquisition and Negotiation Strategy (HANS)
18 applications and conduct Single-Family Expedited Review Processes as required by the
19 MSHCP; review biological reports and MSHCP consistency analyses; perform habitat
20 assessments and biological surveys.

ATTACHMENT B
 HOURLY RATES FOR PROFESSIONAL SERVICES

DEPARTMENT	POSITION	REGULAR HOURS	OVERTIME HOURS
Planning Department	Archaeological Services	\$138	N/A
Planning Department	Principal Planner (Including Geologic and Paleontological Services)	\$147	N/A
Environmental Programs Division	Ecological Resources Specialist II	\$110	N/A
Environmental Programs Division	Clerical	\$54	N/A

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