

FORM APPROVED COUNTY COUNSEL  
BY: JAMES E. BROWN  
DATE 3/21/15

Departmental Concurrence

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

913A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
March 9, 2015

**SUBJECT:** Agreement for Maintenance of Traffic Signals and Safety Lighting Between the County of Riverside and the City of Lake Elsinore. 1<sup>st</sup> District; [\$0]

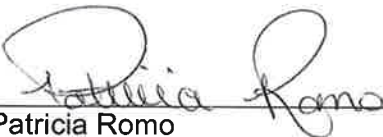
**RECOMMENDED MOTION:** That the Board of Supervisors:


1. Approve the attached agreement between the City of Lake Elsinore and the County of Riverside wherein the County of Riverside will provide maintenance of traffic signals and safety lighting for locations owned by the City of Lake Elsinore; and
2. Authorize the Chairman of the Board to execute the same.

**BACKGROUND:**

**Summary**

The County of Riverside (County) has an existing Agreement for Maintenance of Traffic Signals and Safety Lighting with the City of Lake Elsinore (City), which was executed by the County Board of Supervisors on April 8, 2003, Agenda Item 3-35. The City requested that the agreement be updated.

  
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)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** City of Lake Elsinore 100%. There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 2015/2016

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

APPROVE

BY:

  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.: 4/8/03, Item 3-35

District: 1

Agenda Number:

3-30

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Agreement for Maintenance of Traffic Signals and Safety Lighting Between the County of Riverside and the City of Lake Elsinore. 1<sup>st</sup> District; [\$0]

**DATE:** March 9, 2015

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary (continued)**

The original 2003 agreement contained a list of 13 signals to be maintained by the County Transportation Department. This agreement provides the terms and conditions whereby the County will provide routine maintenance work and emergency call-out service on 41 traffic signals within the City, and it provides for the ability to add like facilities, subject to approval by the County Director of Transportation and Land Management and the City Director of Public Works. The County will also provide routine maintenance work and emergency call-out service on highway safety lighting, flashing beacons, and other electrically operated traffic control or warning devices. The City will reimburse the County for the cost to perform this service.

This agreement was approved by the Lake Elsinore City Council at their December 9, 2014, council meeting.

**Impact on Residents and Businesses**

This agreement will provide efficient maintenance and response time to the traffic signals and safety lighting installations in the City.

**Contract History and Price Reasonableness**

N/A

AGREEMENT FOR  
MAINTENANCE OF TRAFFIC SIGNALS  
AND SAFETY LIGHTING

This AGREEMENT is entered into between the City of Lake Elsinore (hereinafter referred to as CITY) and the County of Riverside (hereinafter referred to as COUNTY) for maintenance by County Transportation Department of traffic signals and highway safety lighting installations located within the CITY.

IT IS HEREBY AGREED AS FOLLOWS:

1. COUNTY, through its Transportation and Land Management Agency, Transportation Department, shall provide routine maintenance work and emergency call-out service on traffic signals, highway safety lighting, flashing beacons, and other electrically operated traffic control or warning devices at the location(s) described in Appendix A, attached hereto and incorporated by this reference. In providing said maintenance, COUNTY shall perform the following: Inspect the signal system and clean the control cabinet every six (6) weeks; re-lamp and clean signal heads, as needed; re-lamp and clean internally illuminated street name signs, as needed; re-lamp safety lights, as needed.

2. COUNTY will provide emergency call-out service on traffic signals, highway safety lighting, flashing beacons, and all other electrically operated traffic control or warning devices within three (3) hours of notification by authorized representatives such as police or by the CITY.

3. CITY shall pay COUNTY for the cost of this routine maintenance, repairs and emergency service, including all COUNTY cost for wages, benefits, transportation, materials and administrative accounting for all CITY location installations serviced by COUNTY based on the rates set forth in Appendix B, attached hereto and incorporated by this reference. Appendix B shall be updated annually by COUNTY to cover changes in labor and equipment rates, or more frequently as needed should a change in negotiated labor rates occur. COUNTY shall issue a revised Appendix B no later than July 30 of each fiscal year for

1 the rates effective for that fiscal year (July 1 – June 30), or within two (2) weeks of any other interim  
2 update. The fiscal year update shall be effective as of the first day of the fiscal year; any interim update  
3 shall be effective upon two (2) weeks' notice to CITY

4 4. Records for the work provided under this Agreement shall be kept by COUNTY and shall include the  
5 cost of services performed. Billing shall be submitted monthly to CITY and shall include a monthly  
6 itemized accounting of all cost and services.

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

10 6. This Agreement shall become effective thirty (30) days from the date this Agreement is approved by  
11 Minute Order by COUNTY Board of Supervisors. COUNTY will provide City notice of the official  
12 Board action no later than two (2) weeks before the effective date. This Agreement shall remain in force  
13 until terminated by either party upon thirty (30) days written notice to the other party.

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

22 8. Subject to further agreement of the parties acknowledged in writing by COUNTY'S Director of  
23 Transportation and Land Management Agency, and CITY'S Director of Public Works, facilities of like  
24 nature may be added hereto or deleted herefrom without further review by either the Board of Supervisors  
25

1 of COUNTY or City Council of CITY. Such letters of agreement shall become part of Appendix A of  
2 this Agreement upon their signature by the respective representatives of the parties.

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

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

15 11. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof,  
16 and supersedes all prior negotiations, understandings or agreements pertaining to the locations stipulated  
17 in the attached Appendix A, or added by consent of the parties under Section 8 herein. This Agreement  
18 may only be modified in writing, signed by each party.

19

20 / / / /

21 / / / /

22 / / / /

23 County of Riverside  
24 Transportation and Land Management Agency  
25 Transportation Department  
P.O. Box 1090  
Riverside, CA 92502

City of Lake Elsinore  
130 S. Main Street  
Lake Elsinore, CA 92530

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

Attention: Public Works Manager

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

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

Dated: 1/28/15

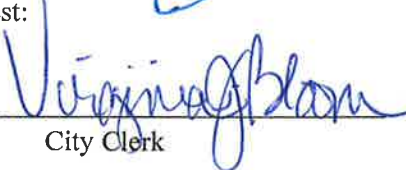
COUNTY OF RIVERSIDE

CITY OF LAKE ELSINORE

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

  
Mayor

Attest: Kecia Harper-Ihem  
Clerk of the Board

Attest:   
By: \_\_\_\_\_  
City Clerk

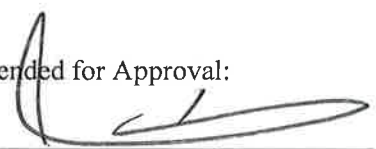
Approved as to Form:  
Gregory P. Priamos, County Counsel

Approved as to Form:  
Barbara Liebold, City Attorney


By:  3/2/15  
Deputy County Counsel

By: 

Recommended for Approval:

By:   
Juan C. Perez  
Director of Transportation and  
Land Management

Approved as to Content:

By:   
Grant Yates  
City Manager

RES  
9-2014

**APPENDIX A****AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING  
INSTALLATIONS MAINTENANCE COST BETWEEN THE**CITY OF LAKE ELSINORE  
AND COUNTY OF RIVERSIDE

Location		City	% Owned
AUDELO ST/PATRICK CT & GRAND AVE	SG: 1351	COUNTY OF RIVERSIDE	75
Date Energized 12/9/2004	LT:	CITY OF LAKE ELSINORE	25
	FL:		
GRAND AVE & ONTARIO WAY	SG: 1363	COUNTY OF RIVERSIDE	83
Date Energized 12/14/2005	LT:	CITY OF LAKE ELSINORE	17
	FL:		
LINCOLN ST & WESTWIND DR	SG: 7090	CITY OF LAKE ELSINORE	100
Date Energized 1/24/2005	LT:		
	FL:		
CANYON HILL FIRE STATION & RAILROAD CANYON RD	SG: 7098	CITY OF LAKE ELSINORE	100
Date Energized 6/21/2005	LT:		
	FL:		
BROADWAY AVE & GRAND AVE	SG: 7102	CITY OF LAKE ELSINORE	100
Date Energized 8/29/2005	LT:		
	FL:		
CHURCH RD & RAILROAD CANYON RD	SG: 7107	CITY OF LAKE ELSINORE	100
Date Energized 3/16/2006	LT:		
	FL:		
CANYON HILLS RD & MARKET PLACE DWY	SG: 7111	CITY OF LAKE ELSINORE	100
Date Energized 5/18/2006	LT:		
	FL:		
LAKESHORE DR & VISCAYA RD	SG: 7117	CITY OF LAKE ELSINORE	100
Date Energized 6/21/2006	LT:		
	FL:		
AUTO CENTER DR & FRANKLIN ST	SG: 7126	CITY OF LAKE ELSINORE	100
Date Energized 10/3/2006	LT:		
	FL:		

**APPENDIX A****AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING  
INSTALLATIONS MAINTENANCE COST BETWEEN THE**CITY OF LAKE ELSINORE  
AND COUNTY OF RIVERSIDE

Location		City	% Owned
ARDENWOOD WY & ROSETTA CANYON RD	SG: 7130		
Date Energized 12/28/2006	LT: CITY OF LAKE ELSINORE		100
	FL:		
ELSINORE HILLS RD & ROSETTA CANYON DR	SG: 7131		
Date Energized 12/28/2006	LT: CITY OF LAKE ELSINORE		100
	FL:		
ELBERTA RD/HIDDEN TRL & MISSION TRL	SG: 7142	CITY OF LAKE ELSINORE	50
Date Energized 4/28/2011	LT: CITY OF WILDOMAR		50
	FL:		
LAKE ST & TEMESCAL CANYON RD	SG: 7147	CITY OF LAKE ELSINORE	100
Date Energized 7/5/2007	LT:		
	FL:		
CANYON HILLS RD & COTTONWOOD CANYON RD	SG: 7158	CITY OF LAKE ELSINORE	100
Date Energized 9/11/2007	LT:		
	FL:		
CANYON HILLS RD & HILLSIDE DR	SG: 7159	CITY OF LAKE ELSINORE	100
Date Energized 9/11/2007	LT:		
	FL:		
CORYDON ST & UNION ST	SG: 7196	CITY OF WILDOMAR	50
Date Energized 5/24/2007	LT: COUNTY OF RIVERSIDE		25
	FL: CITY OF LAKE ELSINORE		25
CORYDON ST & PALOMAR ST	SG: 7197	CITY OF WILDOMAR	50
Date Energized 8/31/2006	LT: CITY OF LAKE ELSINORE		50
	FL:		
MALAGA RD & MISSION TRL	SG: 7200	CITY OF WILDOMAR	25
Date Energized 6/26/1995	LT: CITY OF LAKE ELSINORE		75
	FL:		



**APPENDIX A****AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING  
INSTALLATIONS MAINTENANCE COST BETWEEN THE**CITY OF LAKE ELSINORE  
AND COUNTY OF RIVERSIDE

Location		City	% Owned
ALBERHILL RANCH RD & LAKE ST	SG: 7280	CITY OF LAKE ELSINORE	100
Date Energized 11/17/2009	LT:		
	FL:		
LAKE ST & NICHOLS RD	SG: 7281	CITY OF LAKE ELSINORE	100
Date Energized 12/28/2009	LT:		
	FL:		
CANYON HILLS RD & KALANCHOE RD	SG: 7420	CITY OF LAKE ELSINORE	100
Date Energized 1/7/2013	LT:		
	FL:		
MISSION TRL & OLIVE ST	SG: 7476	CITY OF LAKE ELSINORE	50
Date Energized 11/6/2012	LT:	CITY OF WILDOMAR	50
	FL:		
LEMON ST & MISSION TRL	SG: 7477	CITY OF LAKE ELSINORE	50
Date Energized 11/6/2012	LT:	CITY OF WILDOMAR	50
	FL:		
DIAMOND DR & MISSION TRL	SG: 7953	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
CASINO DR & DIAMOND DR	SG: 7954		
Date Energized 5/12/2003	LT:	CITY OF LAKE ELSINORE	100
	FL:		
MISSION TRL & TOWN CENTER	SG: 7955	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
LAKESHORE DR & MACHADO ST	SG: 7957	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		

**APPENDIX A****AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING  
INSTALLATIONS MAINTENANCE COST BETWEEN THE****CITY OF LAKE ELSINORE  
AND COUNTY OF RIVERSIDE**

Location		City	% Owned
LINCOLN ST & MACHADO ST	SG: 7958	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
LAKE ST & LAKESHORE DR	SG: 7959	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
CHANEY ST & LAKESHORE DR	SG: 7960	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
GRAND AVE & LINCOLN ST	SG: 7961	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
CASINO DR/AUTO CENTER DR & MILL ST	SG: 7962	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
RAILROAD CANYON RD & SUMMERHILL DR	SG: 7963	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
CANYON HILLS RD & RAILROAD CANYON RD	SG: 7964	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
CANYON HILLS RD & LOST RD	SG: 7966	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		
CEDARHILL LN & LOST RD	SG: 7967	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL:		

**APPENDIX A****AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING  
INSTALLATIONS MAINTENANCE COST BETWEEN THE****CITY OF LAKE ELSINORE  
AND COUNTY OF RIVERSIDE**

Location		City	% Owned
----------	--	------	---------

CHANEY ST & EDUCATION WAY	SG: 7989	CITY OF LAKE ELSINORE	100
Date Energized 6/25/2003	LT:		
	FL:		

CANYON ESTATES DR & SUMMERHILL DR	SG: 7994	CITY OF LAKE ELSINORE	100
Date Energized 11/17/2003	LT:		
	FL:		

LAKE ST & MOUNTAIN ST	SG: 7998	CITY OF LAKE ELSINORE	100
Date Energized 12/9/2004	LT:		
	FL:		

GRAND AVE & MC VICKER PARK	SG: 7999	CITY OF LAKE ELSINORE	100
Date Energized 12/9/2004	LT:		
	FL:		

LAKE ST & 1585' S OF TEMESCAL CANYON RD	SG:	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL: 9912		

LAKE ST & 2640' S OF TEMESCAL CANYON RD	SG:	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL: 9913		

LOST RD & N OF BAYWOOD ST	SG:	CITY OF LAKE ELSINORE	100
Date Energized 5/12/2003	LT:		
	FL: 9915		

## APPENDIX B

### COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT

#### TRAFFIC SIGNAL MAINTENANCE RATE SCHEDULE 2014 - 2015

<u>POSITION</u>	<u>HOURLY WAGE</u>	<u>W/BENEFITS &amp; OVERHEAD</u>
Traffic Signal Supervisor	\$46.60	\$110.60
Senior Traffic Signal Tech	\$43.33	\$102.84
Traffic Signal Tech	\$40.22	\$95.46

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Signal Aerial truck (AT)	\$59.13
Pick-up <sup>3</sup> / <sub>4</sub> ton (C)	\$17.37



**TO: HONORABLE MAYOR  
AND MEMBERS OF THE CITY COUNCIL**

**FROM: GRANT M. YATES, CITY MANAGER**

**DATE: DECEMBER 9, 2014**

**SUBJECT: Approval of an Agreement with the County of Riverside for  
Maintenance of City Traffic Signals and Safety Lighting – Project  
No. Z10003**

**Recommendations**

1. Staff recommends that the City Council approve the County of Riverside Transportation Department (County) agreement for traffic signal and associated hardware maintenance, emergency call-out services and inventory of City traffic signal equipment maintained by the County substantially the form attached and authorize the City Manager to execute the Agreement in such final form as approved by the City Attorney.
2. Authorize the issuance of a Purchase Order for an amount not-to-exceed \$140,400 once the agreement has been signed by all parties.

**Background/Discussion**

The County has maintained the City's traffic signals in an effective and timely manner for several years. In addition, provisions of the agreement provide for emergency call-out services as may frequently occur as a result of accidents, traffic collisions, and resulting damages to signals and equipment. The County has provided these services in a timely and effective manner.

The City is responsible for the operation and maintenance of 45 traffic signals and associated equipment in whole or jointly with neighbor jurisdictions. The shared signals have cost-sharing agreements for operation and maintenance. The remaining traffic signals are maintained solely by the City.

The County, at the City's request, is performing an inventory of signals and equipment for Fiscal Year 2014/15. The inventory will include recommendations for preventive

maintenance and replacement of older equipment to reduce the cost of maintaining the system.

**Fiscal Impact**

The Annual Traffic Signal Maintenance project is included in the Fiscal Year 2014/2015 Capital Improvement Plan (CIP) budget and will be financed with Gas Tax funds.

Prepared by: Walter Allison, P.E.  
City Engineer

Approved by: Vince Damasse, P.E.  
Director of Public Works

Approved by: Grant M. Yates  
City Manager

Attachments: County of Riverside Traffic Maintenance and Safety Lights Agreement  
County of Riverside – Appendix A  
County of Riverside – Appendix B