

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

512A




FROM: TLMA - Transportation Department

SUBMITTAL DATE:
October 6, 2010

SUBJECT: Maintenance Agreement between the County of Riverside and the City of Grand Terrace for Traffic Signals and Safety Lighting

RECOMMENDED MOTION: That the Board of Supervisors:

- (1) Approve the Maintenance Agreement between the County of Riverside and the City of Grand Terrace, and;
- (2) Authorize the Director of Transportation to approve any revisions to this Agreement with respect to current or future locations, and;
- (3) Authorize the Chairman of the Board to execute these documents on behalf of the County.



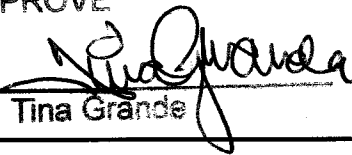
Juan C. Perez
Director of Transportation

JCP: PR:jc
(Continued On Attached Pages)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: Gas Tax (33%) and City of Grand Terrace (67%)	Positions To Be Deleted Per A-30	
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:


APPROVE
BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 2, 2010
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.

District: 5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.49

FORM APPROVED COUNTY COUNSEL
DATE 10/14/10
BY:  MARSHAL VICTOR
Departmental Concurrence

Dept's Recomm.: Policy
Per Exec. Ofc.: Policy

 Consent
 Consent

The Honorable Board of Supervisors

RE: Maintenance Agreement between the County of Riverside and the City of Grand Terrace
for Traffic Signals and Safety Lighting

October 6, 2010

Page 2 of 2

BACKGROUND: The City of Grand Terrace approved and signed the Maintenance Agreement for the County of Riverside Transportation Department to provide Traffic Signal and Safety Lighting Maintenance services on a reimbursable basis. The County owns 33% of the signal that will be installed at the new intersection of Main Street and Grand Terrace High School entrance, as part of the high school project, and 67% of the signal is owned by the City of Grand Terrace. There are sufficient Transportation Department traffic signal maintenance staff capabilities to undertake and provide the requested services to the City of Grand Terrace.

This Agreement will provide the framework for any future signals that are jointly shared. Future amendments to deal with new signal locations will be mutually agreed on by City's Public Works Director and County's Director of Transportation.

County Counsel has reviewed and approved the agreement as to form.

1 AGREEMENT FOR
2 MAINTENANCE OF TRAFFIC SIGNALS
3 AND SAFETY LIGHTING

4 This AGREEMENT is between the City of Grand Terrace (hereinafter referred to as CITY) and the
5 County of Riverside (hereinafter referred to as COUNTY):

6 This AGREEMENT is for maintenance work provided by the County Transportation Department on
7 traffic signal and highway safety lighting installations jointly owned by the CITY and the COUNTY as
8 shown on the attached Appendix A.

9 IT IS AGREED:

10 1. COUNTY, through its Transportation and Land Management Agency, Transportation Department shall
11 provide routine maintenance work and emergency call-out service on traffic signals, highway safety
12 lighting, flashing beacons, and other electrically operated traffic control or warning devices at the
13 location(s) described in the attached Appendix A. In providing said maintenance, COUNTY shall do the

14 following: Inspect the signal system and clean the control cabinet every six (6) weeks; re-lamp and clean
15 signal heads, as needed; re-lamp and clean internally illuminated street name signs, as needed; re-lamp
16 safety lights, as needed.

17 2. COUNTY will provide emergency call-out service on traffic signals, highway safety lighting, flashing
18 beacons, and all other electrically operated traffic control or warning devices within three hours of
19 notification by representatives or by the CITY.

20 3. CITY shall pay COUNTY that percentage for each location of the total cost for electrical energy,
21 routine maintenance, and emergency service, including all COUNTY cost for wages, benefits,
22 transportation, materials and administrative accounting as stipulated in the attached Appendix A as the
23 percentage of the CITY's location ownership. The COUNTY shall be responsible for that percentage of
24 the total of the aforementioned costs for each location as stipulated in the Appendix A as the percentage
25 of the COUNTY's location ownership.

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

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

23 9. CITY shall indemnify, defend, save and hold harmless COUNTY, its officers, agents, servants and
24 employees of and from any and all liability, claims, demands, debts, damages, suits, actions and causes of
25 action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death,

1 personal injury or damage to property, the expenses of the defense of said parties and the payment of
2 attorneys' fees in any such claim or action, arising out of or in any manner connected with activities of
3 CITY or CITY employees.

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

10 11. 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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3 County of Riverside
4 Transportation and Land Management Agency
5 Transportation Department
6 P.O. Box 1090
7 Riverside, CA 92502

City of Grand Terrace
22795 Barton Road
Grand Terrace, CA 92303

Attention:

8 Attention: Juan C. Perez
9 Director of Transportation

10 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly
11 authorized representatives on NOVEMBER 2, 20 10.

12 Dated: 11-2-10

Dated: 4-13-10

13 COUNTY OF RIVERSIDE

CITY OF Grand Terrace

14 By: Marian Ashley
15 Chairman, Board of Supervisors

By: Maryetta Terrell
Mayor

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

Attest:

18 By: [Signature]
19 Deputy Clerk of the Board

By: [Signature]
City Clerk

20 Approved as to Form:

Approved as to Form:

21 By: [Signature] 3/24/10
22 Marsha L. Victor
23 County Counsel

By: [Signature]
City Attorney

24 Recommended for Approval:

Approved as to Content:

25 By: [Signature]
Juan C. Perez
Director of Transportation

By: [Signature]
City Manager

RJH
02-2010

APPENDIX "A"

MAINTENANCE AGREEMENT FOR

TRAFFIC SIGNAL AND SAFETY LIGHTING INSTALLATIONS

THAT ARE JOINTLY-OWNED BY THE CITY OF GRAND TERRACE AND THE COUNTY
OF RIVERSIDE

SG1554 MAIN ST & GRAND TERRACE H.S. GRAND TERRACE 67% COUNTY 33%

EXHIBIT B
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

TRAFFIC SIGNAL MAINTENANCE RATE SCHEDULE

DECEMBER 2009

<u>POSITION</u>	<u>HOURLY WAGE</u>	<u>INCLUDING BENEFITS & OVERHEAD</u>
Traffic Signal Supervisor	\$38.15	\$94.20
Senior Traffic Signal Tech	\$36.44	\$89.98
Traffic Signal Tech	\$33.82	\$83.51

<u>EQUIPMENT</u>	<u>HOURLY RATE</u>
Signal Aerial truck (AT)	\$51.04
Signal maintenance Pickup (D)	\$34.63
Pick-up ¾ ton (C)	\$34.61
Heavy Truck (H)	\$40.48

Overtime = 1.5 x Hourly Rate x 10%