

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

104



FROM: TLMA – Planning Department

SUBMITTAL DATE:
May 21, 2013

SUBJECT: Agreement for Professional Services between the County of Riverside, TLMA – Planning Department, the Environmental Programs Division and the City of Wildomar.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Execute the Professional Services Agreement (Attachment A) between the County of Riverside TLMA-Planning Department, the Environmental Programs Division and the City of Wildomar; and authorize Chairman to execute the same; and
- 2) Direct the Planning Director to administer the contract.
- 3) Authorize the Planning Director, to sign amendments that do not change the substantive terms of the agreement.

BACKGROUND: The City of Wildomar has requested the County of Riverside TLMA-Planning Department and the Environmental Programs Division to provide professional services including but not limited to Archeological, Biological, Geological and Planning Services.

Initials:
CSL: ph

Carolyn Symms Luna
Carolyn Symms Luna, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 4, 2013
Planning

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

District:
All

Agenda Number:

3-48

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL
BY: *Karin L. Watts* 5/19/13
KARIN L. WATTS-BAZAN DATE

Departmental Concurrence

Dept't Recomm.: ☐ Consent ☒ Policy
Per Board: ☐ Consent ☒ Policy

The Honorable Board of Supervisors

RE: Agreement for Professional Services between the County of Riverside, TLMA –
Planning Department and the City of Wildomar.

Date: May 21, 2013

Page 2

BACKGROUND: Cont'd

The Agreement shall become effective upon its approval by the Riverside County Board of Supervisors and shall remain in effect until June 30, 2014 with the ability to extend this Agreement for two (2) years, in one (1) year increments, unless terminated earlier.

The departments will only 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 Service Agreement (Attachment A). This hourly rate covers the full cost of County services.

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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF RIVERSIDE
AND THE CITY OF WILDOMAR**

The County of Riverside, California (hereinafter "COUNTY"), and the City of Wildomar, California (hereinafter "CITY"), hereby agree as follows:

RECITALS

- A. CITY desires that the following COUNTY departments within the Transportation & Land Management Agency (hereinafter "TLMA") provide certain professional services for CITY: the Planning Department, including the Environmental Programs Division.
- B. Services by any other County departments or agencies are not the subject of this Agreement.
- C. COUNTY and CITY desire to define the scope of the professional services to be provided and the terms and conditions pursuant to which COUNTY will provide the professional services.

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1 - RECITALS INCORPORATED

The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.

SECTION 2 - ADMINISTRATION

The TLMA Director, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). The CITY manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").

SECTION 3 - SCOPE OF SERVICES

Upon CITY'S request and COUNTY'S acceptance as set forth herein, COUNTY shall provide

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

9 SECTION 4 - REQUESTS FOR SERVICES

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

17 SECTION 5 - APPROVAL OF REQUESTS

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

28 SECTION 6 - PERTINENT INFORMATION

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1 Once a request for professional services has been made and accepted in the manner described
2 above, CITY'S contract administrator shall promptly transmit to COUNTY'S contract
3 administrator all pertinent information concerning the project or group or class of projects. Such
4 information shall include, but not be limited to, CITY'S case file(s) including any applicable
5 development application and applicant submitted documents related to the development
6 application; CITY'S approvals; CITY'S applicable codes; CITY'S General Plan; any applicable
7 specific plans or any other land use approvals; and any reports including but not limited to those
8 reports relating to biology, cultural resources, paleontology or geology.
9

10 SECTION 7 - PERSONNEL

11 In providing the professional services described in this Agreement, COUNTY and its staff shall
12 be considered independent contractors and shall not be considered CITY employees for any
13 purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control.
14 COUNTY shall pay all wages, salaries and other amounts due such personnel in connection with
15 their provision of the professional services and as required by law. COUNTY staff shall be
16 located at COUNTY facilities.
17

18 SECTION 8 - VEHICLES

19 If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the
20 vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for
21 service and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for
22 CITY-approved functions. If CITY chooses to provide vehicles for COUNTY'S use, CITY shall
23 be responsible for the full cost of operating such vehicles, including, but not limited to, insurance,
24 fuel, maintenance, and licensing costs.
25

26 SECTION 9 - COST OF SERVICES

27 Unless the parties have mutually agreed to a set fee for professional services, CITY shall pay
28 COUNTY for all such services, including staff-to-staff consultations, at the hourly rates set forth
29

1 in Attachment B to this Agreement. CITY shall pay COUNTY for each hour of services it
2 provides, or each fraction of an hour billed at 1/10th increments, including any required travel
3 time. Notwithstanding the above, CITY shall pay COUNTY the full costs of producing any aerial
4 photographs, aerial maps or satellite images for CITY.
5

6 SECTION 10 - RECORDS and BILLING

7 COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly
8 invoice which shall include an itemized accounting of all services performed and the cost
9 thereof.
10

11 SECTION 11 - PAYMENTS

12 CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract
13 administrator receives the invoice from COUNTY'S contract administrator. CITY may dispute
14 any monthly invoice by submitting a written description of the dispute to COUNTY'S contract
15 administrator within ten (10) days of the date CITY'S contract administrator receives the invoice
16 from COUNTY'S contract administrator. CITY may defer the payment of any portion of the
17 invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice
18 not in dispute must be paid within the thirty (30)-day period set forth herein.
19

20 SECTION 12 - DUTY TO INFORM AND RESPOND

21 CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all
22 inquiries, complaints, and correspondence that CITY receives concerning professional services
23 provided by COUNTY. COUNTY'S contract administrator shall promptly transmit to CITY'S
24 contract administrator all inquiries, complaints, and correspondence that COUNTY receives in
25 the course of providing professional services. CITY shall be responsible for responding to all
26 such inquiries, complaints and correspondence.
27

28 SECTION 13 - NOTICES

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1 Any notices required or permitted to be sent to either party shall be deemed given when
2 personally delivered to the individuals identified below or when addressed as follows and
3 deposited in the U.S. Mail, postage prepaid:
4

5 County of Riverside

6 Transportation & Land Management Agency

7 P.O. Box 1409

8 Riverside, CA 92502-1409

9 Attention: Planning Department

10 Director
11
12

City of Wildomar

23873 Clinton Keith Rd, Ste. 201

Wildomar, CA 92595

Attention: Matthew Bassi

Planning Director

13 SECTION 14 - OWNERSHIP OF DATA

14 Ownership and title to all reports, documents, plans, specifications, and estimates produced or
15 compiled pursuant to this Agreement shall automatically be vested in CITY and become the
16 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials
17 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to
18 any person or entity other than CITY without the authorization of CITY'S contract administrator.
19

20 SECTION 15 - CONFIDENTIALITY

21 COUNTY shall observe all Federal and State regulations concerning the confidentiality of
22 records.
23

24 SECTION 16 - INDEMNIFICATION

25 Indemnification by COUNTY. Excepted as provided below in the paragraph entitled "Special
26 Circumstances", COUNTY shall indemnify, defend and hold harmless CITY, its officials, officers,
27 employees and agents from all claims and liability for loss, damage, or injury to property or
28 persons, including wrongful death, based on COUNTY'S negligent acts, omissions or willful
29

1 misconduct arising out of or in connection with the performance of professional services under
2 this Agreement including, without limitation, the payment of attorney's fees.

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

8 Special Circumstances. CITY shall indemnify, defend, and hold harmless COUNTY, its officials,
9 officers, employees and agents, from all claims and liability resulting from any of the following:
10 The invalidity of CITY'S codes; California Environmental Quality Act, Brown Act or any other
11 statutory violation; and the design of City facilities, including, but not limited to, streets and
12 sidewalks.

13 14 SECTION 17 - INSURANCE

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

23 24 SECTION 18 - IMMUNITIES

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

27 28 SECTION 19 - MODIFICATIONS

1 This Agreement may be amended or modified only by mutual agreement of the parties. No
2 alteration or variation of the terms of this Agreement shall be valid unless made in writing and
3 signed by the parties hereto, and no oral understanding or agreement not incorporated herein
4 shall be binding on any of the parties hereto.
5

6 SECTION 20 - WAIVER

7 Any waiver by a party of any breach of one or more of the terms of this Agreement shall not be
8 construed to be a waiver of any subsequent or other breach of the same or of any other term
9 hereof. Failure on the part of either party to require exact, full and complete compliance with any
10 terms of this Agreement shall not be construed as changing in any manner the terms hereof, or
11 estopping that party from enforcing the terms hereof.
12

13 SECTION 21 - SEVERABILITY

14 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void
15 or unenforceable, the remaining provisions will nevertheless continue in full force without being
16 impaired or invalidated in any way.
17

18 SECTION 22 - TERM

19 This Agreement shall become effective upon its approval by the Riverside County Board of
20 Supervisors and shall remain in effect until June 30, 2014 with the ability to extend this
21 Agreement for two (2) years, in one (1) year increments, unless terminated earlier. Any request
22 to extend this Agreement shall be submitted in writing by CITY to COUNTY. This Agreement
23 may be terminated by either party upon thirty (30) days written notice to the other party.
24

25 SECTION 23 - ENTIRE AGREEMENT

26 This Agreement is intended by the parties as a final expression of their understanding with
27 respect to the subject matter hereof and supersedes any and all prior and contemporaneous
28 agreements and understandings, written or oral.
29

1 APPROVALS

2
3 COUNTY Approvals

4
5 APPROVED AS TO FORM:

6
7 Karin Watts Bay Dated: 5/9/13
8 Principal Deputy County Counsel

9
10 APPROVED BY BOARD OF SUPERVISORS:

11 John J. Benoit Dated: JUN 04 2013
12 John Benoit
13 Chairman, Riverside County Board
14 of Supervisors

15
16 ATTEST: **KECIA HARPER-IHEM**

17 CLERK OF THE BOARD:

18
19
20 By: Kellington
21 Deputy

22
23 (SEAL)

4 CITY Approvals

5 APPROVED AS TO FORM:

6
7 Tom Fox Dated: 4/10/13
8 City Attorney, City of Wildomar

9 APPROVED BY CITY COUNCIL:

10 [Signature] Dated: 04/10/13
11
12 Timothy Walker, Mayor

13 ATTEST:

14 CITY CLERK:

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16 By: Debbie A. Lee Dated: 04/10/13
17 Debbie A. Lee
18 City Clerk

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ATTACHMENT A

Planning Department Services, including Environmental Programs Division

Upon request and acceptance as set forth in this Agreement, the Planning Department shall provide the following services: review public and private development projects to ensure that such projects are consistent with the requirements of State statutes and CITY codes; review public and private development projects to determine the level of analysis needed for cultural, paleontological and geologic resources; review reports related to these resources; prepare environmental analyses and documents for public and private development projects; prepare conditions of approval and/or any necessary resolution for public and private development projects; provide any other services customarily provided by a City planning department.

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

ATTACHMENT B
HOURLY RATES FOR PROFESSIONAL SERVICES

DEPARTMENT	POSITION	REGULAR HOURS	OVERTIME HOURS
Planning Department	Geologic and Paleontological Services	\$138	N/A
Planning Department	Archeological Services	\$138	N/A
Planning Department	Principal Planner	\$140	N/A
Planning Department and Environmental Programs Division	Planner	\$135	N/A
Environmental Programs Division	Ecological Resources Specialist	\$106	N/A
Environmental Programs Division	Clerical	\$54	N/A