

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

429



FROM: Transportation Land Management Agency: Planning

SUBMITTAL DATE:
November 13, 2013

SUBJECT: Professional Services Agreements renewal between the County of Riverside and the Cities of Menifee and La Quinta. For FY 2013/2014 to 2015/2016. District 3/5 and District 4/4. [\$180,000 City of Menifee; \$90,000 City of La Quinta] 100% City Funded.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Professional Services Agreements between the County of Riverside and the Cities of Menifee and La Quinta for FY 2013/2014, renewable for two (2) years, in one (1) year increments.
2. Authorize the Chairman to execute the agreements on behalf of the County (Attachment A and B respectively).

BACKGROUND:

Summary

The Cities of Menifee and La Quinta have each requested that the County of Riverside provide professional services including, but not limited to, Archaeological, Biological, Geological, Transportation, Planning and Landscape Architectural Services.

(Continued on next page)

Carolyn Syms Luna

Carolyn Syms Luna
Planning Director

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|------------------------|----------------------|-------------------|-------------|---------------|---|
| COST | \$ 90,000 | \$ 90,000 | \$ 270,000 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: 100% City Funded **Budget Adjustment:** NA
For Fiscal Year: 13/14-15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 26, 2013
xc: Planning

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

Deputy

Prev. Agn. Ref.: 3.61 on 7/31/12 | **District:** 3/5 & 4/4 | **Agenda Number:**

3-43

FORM APPROVED COUNTY COUNSEL
BY: *H. K. Victor*
MARSHAL VICTOR
DATE: 11/13/13

Departmental Concurrence

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: FY 2013/2014, renewable for two (2) years, in one (1) year increments.**

DATE: November 13, 2013

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Upon approval by the County of Riverside Board of Supervisors, the agreements shall be effective July 1, 2013, and shall remain in effect until June 30, 2014, with the ability to extend the Agreements for two (2) years, in one (1) year increments, unless terminated earlier.

The agreements were reviewed and approved by each City's respective governing body. The City of Menifee Mayor approved the agreement on October 3, 2013. The City of La Quinta City Manager approved the agreement on September 11, 2013.

The departments 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 Agreements. The hourly rate specified in each Agreement covers the full cost of County services. Based on a historical analysis, the County anticipates receiving revenues of approximately \$60,000 and \$30,000 each fiscal year from the Cities of Menifee and La Quinta, respectively.

Staff is requesting that the Board approve the agreements between the County of Riverside and the Cities of Menifee and La Quinta. This request was submitted directly after the Cities approved the agreements.

The agreements are between the County and the Cities of Menifee and La Quinta separately.

Impact on Citizens and Businesses

The impacts to residents and businesses will be positive in that the County will be providing professional peer review services for projects located within their community. This is expected to result in an improvement in the quality of technical work being performed in the community.

SUPPLEMENTAL:

Additional Fiscal Information

The agreements have been anticipated as part of the Planning and Transportation Department's approved budget for fiscal year 2013/2014 and do not require a budget adjustment.

Contract History and Price Reasonableness

This is the fourth year of service being provided to the Cities and will replace the previous agreements. The partnerships with the Cities of Menifee and La Quinta have proven to be mutually beneficial to both parties.

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

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

RECITALS

- A. CITY desires that the COUNTY departments within the Transportation & Land Management Agency (hereinafter "TLMA") provide certain professional services for CITY.
- 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 the professional services described in Attachment A to this Agreement, (hereinafter "professional services"). COUNTY, or consultants under contract to COUNTY, if any, shall comply with CITY codes and applicable state statutes in providing the professional services. COUNTY shall work directly with CITY and its staff in providing the professional services and shall consult with CITY staff as necessary. COUNTY shall not be required to, and shall not, respond to any person or entity other than CITY concerning the professional services it provides. CITY shall be responsible for responding to all such persons or entities as set forth herein.

SECTION 4 - REQUESTS FOR SERVICES

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

SECTION 5 - APPROVAL OF REQUESTS

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

manner described above.

SECTION 6 – DANGEROUS CONDITION EXCEPTION

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

SECTION 7 - PERTINENT INFORMATION

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

SECTION 8 - PERSONNEL

In providing the professional services described in this Agreement, COUNTY and its staff shall be considered independent contractors and shall not be considered CITY employees for any purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control. COUNTY shall pay all wages, salaries and other amounts due such personnel in connection

with their provision of the professional services and as required by law. COUNTY staff shall be located at COUNTY facilities.

SECTION 9 - VEHICLES

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

SECTION 10 - COST OF SERVICES

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

SECTION 11 - RECORDS and BILLING

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

SECTION 12 - PAYMENTS

CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S contract

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

SECTION 13 - DUTY TO INFORM AND RESPOND

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

SECTION 14 - NOTICES

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

County of Riverside
Transportation & Land Management Agency
P.O. Box 1090
Riverside, CA 92502-1090
Attention: Mark Hughes, Principal
Engineering Technician

City of Menifee
29714 Haun Rd.
Menifee CA 92586
Attention: Carmen Cave
Community Development Director

SECTION 15 - OWNERSHIP OF DATA

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

SECTION 16 - CONFIDENTIALITY

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

SECTION 17 - INDEMNIFICATION

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

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

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

- The invalidity of CITY'S codes;
- California Environmental Quality Act, Brown Act or any other statutory violation; and the design of City facilities, including, but not limited to, streets and sidewalks.
- How CITY decides to address, or prioritize actions addressing, alleged violations of CITY'S codes.
- How CITY decides to maintain, or prioritize the maintenance of, CITY facilities, including, but not limited to, streets and sidewalks.
- How CITY decides to deploy, or prioritize the deployment of, school crossing guards.
- The design of CITY facilities, including, but not limited to, streets and sidewalks constructed after July 1, 2009.

CITY'S failure to provide pertinent information and inform as provided in Sections 7. and 13. of this Agreement.

SECTION 18 - INSURANCE

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

SECTION 19 - IMMUNITIES

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

SECTION 20 - MODIFICATIONS

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

SECTION 21 - WAIVER

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

SECTION 22 - SEVERABILITY

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

SECTION 23 - TERM

Upon approval by the Riverside County Board of Supervisors, this Agreement shall be effective as of July 1, 2013 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. Any request to extend this Agreement shall be submitted in writing by CITY to COUNTY. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. The Agreement includes the following exhibit(s): Attachment A- Services, consisting of three (3) pages; Attachment B – Hourly Rates for Professional Services consisting of one (1)

page.

SECTION 24 - ENTIRE AGREEMENT

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

ATTACHMENT A - SERVICES

1. Upon request and acceptance as set forth in this Agreement, the Transportation & Land Management Agency 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, landscape architect review, geologic resources and transportation department services; 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.

2. 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.

3. The Transportation Department will provide all services customarily provided by a City transportation department, including, but not limited to, the following:
 - Roadway Maintenance Services:
Sweep streets

4. Landscape Maintenance Districts

Administer the Landscaping and Lighting Maintenance District 89-1-Consolidated (L&LMD 89-1-C) on behalf of the City.

Services include preparing Annual Engineer's reports, preparing assessment rolls, and levying special assessments on parcels on behalf of the City per City's resolution to do so. City shall be responsible for setting up 'Teeter' account status with the ACO, if they choose to do so.

Provide L&LMD 89-1-C Annexation services on behalf of the City at their request for services currently maintained within the L&LMD 89-1-C.

Administer landscape maintenance contracts, procure goods and services, provide improvements to landscape if funding is available and deemed necessary, service fossil filters in catch basins, and provide annual NPDES reports as it relates to L&LMD 89-1-C services.

Pay water and electric bills for utilities within L&LMD 89-1-C zones.

Budget and collect special assessment monies and hold in 'Trust Funds' outside County funds for when City requests turnover of all L&LMD 89-1-C services to the City.

Service is only for Zones and Locations within L&LMD 89-1-C, and accepted for maintenance in L&LMD 89-1-C. L&LMD 89-1-C is paid for by monies collected from special assessments and is not billed to the City.

5. Traffic Signal Maintenance Services:

Scheduled maintenance (monthly, quarterly, semi-annually, and annually)

Inspect controller and cabinet

Observe signals

Realign signals

Observe and replace vehicle signal indicators

Observe and repair signal outages

Inspect/repair/replace vehicle loop detectors

Observe/adjust vehicle signal timing
Inspect/repair/replace electromechanical components
Clean/polish replace lenses and reflectors as necessary

Unscheduled Maintenance

Respond to malfunction/damage reports
Repair or replace parts/components as necessary
Respond and mark underground service alert requests
Emergency call-out services-(for damage, severe weather events, earthquakes, etc.)
Replace foundation, mast arm, or pole
Replace pavement loop detector
Repair/replace underground conduit/cable
Replace signal cabinet and/or foundation
Repair /replace controller

6. Engineering Services:

Prepare the environmental documents and supporting studies.
Prepare plans, specifications, and estimates for capital projects.
Inspect and provide contract management services for capital projects – bid, award, and administer contracts for project construction.
Provide resident engineer services on Caltrans projects.
Process authorizations on federally funded projects.
Process authorizations and billing on projects funded by regional funding programs, such as TUMF, Measure “A”, and other State, Regional, or local programs.

**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) | \$140 | N/A |
| Environmental Programs Division | Ecological Resources Specialist II | \$110 | N/A |
| Environmental Programs Division | Clerical | \$54 | N/A |
| Transportation Department | Landscape Architect | \$140 | N/A |
| Transportation Department/ Highway Operations Rates | Bridge Crew Worker | \$60.88 | N/A |
| Transportation Department/ Highway Operations Rates | Crew Lead Worker | \$65.56 | N/A |
| Transportation Department/ Highway Operations Rates | District Road Maintenance Supv | \$87.89 | N/A |
| | Equipment | \$60.57 | N/A |

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|--|-----------------------------------|----------|-----|
| Transportation Department/ Highway Operations Rates | Operator I | | |
| Transportation Department/ Highway Operations Rates | Equipment Operator II | \$67.30 | N/A |
| Transportation Department/ Highway Operations Rates | Highway Maint Superintendent | \$93.59 | N/A |
| Transportation Department/ Highway Operations Rates | Highway Ops Superintendent | \$149.72 | N/A |
| Transportation Department/ Highway Operations Rates | Laborer | \$ 46.27 | N/A |
| Transportation Department/ Highway Operations Rates | Lead Bridge Crew Worker | \$69.54 | N/A |
| Transportation Department/ Highway Operations Rates | Lead Traffic Control Painter | \$69.88 | N/A |
| Transportation Department/ Highway Operations Rates | Lead Tree Trimmer | \$66.28 | N/A |
| Transportation Department/ Highway Operations Rates | Maintenance & Construct Worker | \$54.75 | N/A |
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|--|----------------------------------|----------|-----|
| Transportation Department/ Highway Operations Rates | Principal Eng Tech | \$111.77 | N/A |
| Transportation Department/ Highway Operations Rates | Secretary II | \$62.61 | N/A |
| Transportation Department/ Highway Operations Rates | Sign Maker | \$ 64.87 | N/A |
| Transportation Department/ Highway Operations Rates | Sr Equipment Operator | \$72.70 | N/A |
| Transportation Department/ Highway Operations Rates | Sr Traffic Signal Technician | \$ 96.13 | N/A |
| Transportation Department/ Highway Operations Rates | Technical Eng Unit Supervisor | \$120.38 | N/A |
| Transportation Department/ Highway Operations Rates | Traffic Control Painter | \$64.88 | N/A |
| Transportation Department/ Highway Operations Rates | Traffic Signal Supervisor | \$106.17 | N/A |
| Transportation Department/ Highway Operations Rates | Traffic Signal Tech | \$89.21 | N/A |
| Transportation Department/ | Transportation | \$63.91 | N/A |

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|--|---------------------------------|----------|-----|
| Highway Operations Rates | Warehouse Worker II | | |
| Transportation Department/ Highway Operations Rates | Tree Trimmer | \$59.89 | N/A |
| Transportation Department/ Highway Operations Rates | Truck & Trailer Driver | \$65.56 | N/A |
| Transportation Department/Engineering Rates | Admin Services Analyst I | \$58.43 | N/A |
| Transportation Department/Engineering Rates | Admin Services Analyst II | \$77.79 | N/A |
| Transportation Department/Engineering Rates | Associate Civil Engineer | \$112.50 | N/A |
| Transportation Department/Engineering Rates | Asst Civil Engineer | \$101.20 | N/A |
| Transportation Department/Engineering Rates | Engineering Aide | \$43.59 | N/A |
| Transportation Department/Engineering Rates | Engineering Division Manager | \$167.69 | N/A |
| | Engineering | \$146.09 | N/A |

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|--|-------------------------------|----------|-----|
| Transportation Department/Engineering Rates | Project Mgr | | |
| Transportation Department/Engineering Rates | Engineering Technician I | \$70.25 | N/A |
| Transportation Department/Engineering Rates | Engineering Technician II | \$78.10 | N/A |
| Transportation Department/Engineering Rates | GIS Senior Analyst | \$74.93 | N/A |
| Transportation Department/Engineering Rates | Junior Engineer | \$77.18 | N/A |
| Transportation Department/Engineering Rates | Office Assistant II | \$44.11 | N/A |
| Transportation Department/Engineering Rates | Office Assistant III | \$47.71 | N/A |
| Transportation Department/Engineering Rates | Principal Const Inspector | \$110.37 | N/A |
| Transportation Department/Engineering Rates | Principal Engineering Tech | \$111.77 | N/A |

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|--|---------------------------------------|----------|-----|
| Transportation Department/Engineering Rates | Senior Transportation Planner | \$129.22 | N/A |
| Transportation Department/Engineering Rates | Senior Civil Engineer | \$135.60 | N/A |
| Transportation Department/Engineering Rates | Senior Engineering Tech | \$90.50 | N/A |
| Transportation Department/Engineering Rates | Senior Engineering Tech- PLS/PE | \$81.34 | N/A |
| Transportation Department/Engineering Rates | Technical Eng Unit Supervisor | \$120.38 | N/A |
| Transportation Department/Survey Rates | Transportation Proj Mgr-EC | \$166.87 | N/A |
| Transportation Department/Survey Rates | Admin Services Analyst (1) | \$78.74 | N/A |
| Transportation Department/Survey Rates | County Surveyor | \$152.66 | N/A |
| Transportation Department/Survey Rates | Engineering Tech I | \$53.05 | N/A |

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|--|-----------------------------|----------|-----|
| Transportation Department/Survey Rates | Engineering Tech II | \$79.05 | N/A |
| Transportation Department/Survey Rates | Office Assistant III | \$38.01 | N/A |
| Transportation Department/Survey Rates | Principal Eng Tech | \$113.14 | N/A |
| Transportation Department/Survey Rates | Principal Eng Tech - PLS/PE | \$119.38 | N/A |
| Transportation Department/Survey Rates | Secretary I | \$57.02 | N/A |
| Transportation Department/Survey Rates | Sr Eng Tech | \$91.62 | N/A |
| Transportation Department/Survey Rates | Sr Eng Tech - PLS/PE | \$96.61 | N/A |
| Transportation Department/Survey Rates | Sr Land Surveyor | \$132.85 | N/A |
| Transportation Department/Survey Rates | Sr Surveyor | \$125.88 | N/A |

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|--|------------------------------|----------|-----|
| Transportation Department/Equipment Rental Rates | Supervising Land Surveyor | \$140.99 | N/A |
| Transportation Department/Equipment Rental Rates | Sedans - Leased | \$13.07 | N/A |
| Transportation Department/Equipment Rental Rates | Pickups - Leased | \$18.32 | N/A |
| Transportation Department/Equipment Rental Rates | Survey Mini PU | \$27.20 | N/A |
| Transportation Department/Equipment Rental Rates | Pickups-3/4T | \$19.81 | N/A |
| Transportation Department/Equipment Rental Rates | Light Trucks | \$25.68 | N/A |
| Transportation Department/Equipment Rental Rates | Medium Dumps | \$34.61 | N/A |
| Transportation Department/Equipment Rental Rates | Med Dmps w/Attach | \$126.92 | N/A |
| Transportation Department/Equipment Rental | | | |

| | | | |
|--|------------------------|------------------|-------------------|
| Rates | Graders | \$40.36 | N/A |
| Transportation Department/Equipment Rental Rates | Heavy Truck | \$47.94 | N/A |
| Transportation Department/Equipment Rental Rates | POSITION | REGULAR HOURS | OVERTIME HOURS |
| Transportation Department/Equipment Rental Rates | Medium Crawler | \$57.89 | N/A |
| Transportation Department/Equipment Rental Rates | Heavy Crawler | \$105.47 | N/A |
| Transportation Department/Equipment Rental Rates | Wheel Tractor | \$44.12 | N/A |
| Transportation Department/Equipment Rental Rates | Extra Heavy Crawler | \$75.41 | N/A |
| Transportation Department/Equipment Rental Rates | Medium Loader | \$91.96 | N/A |
| Transportation Department/Equipment Rental Rates | Heavy Loader | \$57.28 | N/A |
| Transportation Department/Equipment Rental | Tractor W/Mower | \$116.95 | N/A |

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|--|-------------------------|----------|-----|
| Rates | | | |
| Transportation Department/Equipment Rental Rates | Chip Spreader | \$128.17 | N/A |
| Transportation Department/Equipment Rental Rates | Street Sweeper | \$103.85 | N/A |
| Transportation Department/Equipment Rental Rates | Self Loading Scraper | \$126.39 | N/A |
| Transportation Department/Equipment Rental Rates | Heavy Mixer | \$167.33 | N/A |
| Transportation Department/Equipment Rental Rates | Elevating Scraper | \$137.00 | N/A |
| Transportation Department/Equipment Rental Rates | Extra Heavy Loader | \$50.74 | N/A |
| Transportation Department/Equipment Rental Rates | Heavy Dumps | \$50.75 | N/A |
| Transportation Department/Equipment Rental Rates | Screen Plant | \$146.40 | N/A |

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|--|-----------------------------|----------|-----|
| Transportation Department/Equipment Rental Rates | Gradall Excavator | \$62.83 | N/A |
| Transportation Department/Equipment Rental Rates | Truck Transport | \$60.34 | N/A |
| Transportation Department/Equipment Rental Rates | Roller (Self propelled) | \$25.21 | N/A |
| Transportation Department/Equipment Rental Rates | Aerial Platform Truck | \$34.38 | N/A |
| Transportation Department/Equipment Rental Rates | Brush Chipper | \$19.53 | N/A |
| Transportation Department/Equipment Rental Rates | Asphalt Reclaimer | \$205.93 | N/A |
| Transportation Department/Equipment Rental Rates | Signal Aerial Lift Truck | \$69.59 | N/A |
| Transportation Department/Equipment Rental Rates | Striping Unit | \$146.48 | N/A |
| Transportation Department/Equipment Rental Rates | Curb Builder | \$53.93 | N/A |

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|--|--------------------|----------|-----|
| Transportation Department/Equipment Rental Rates | Concrete Saw | \$40.10 | N/A |
| Transportation Department/Equipment Rental Rates | Deflectometer | \$275.75 | N/A |
| Transportation Department/Equipment Rental Rates | Drill Rig | \$20.99 | N/A |
| Transportation Department/Equipment Rental Rates | Paving Machine | \$177.82 | N/A |
| Transportation Department/Equipment Rental Rates | Patch Truck | \$39.59 | N/A |
| Transportation Department/Equipment Rental Rates | Stump Cutter | \$24.05 | N/A |
| Transportation Department/Equipment Rental Rates | Stencil Trucks | \$26.48 | N/A |
| Transportation Department/Equipment Rental Rates | Survey Truck | \$29.93 | N/A |
| Transportation Department/Equipment Rental Rates | Thermal Applicator | \$41.97 | N/A |

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|--|-----------------------|-----------|-----|
| Transportation Department/Equipment Rental Rates | Vac Truck | \$68.35 | N/A |
| Transportation Department/Equipment Rental Rates | Water Truck | \$40.95 | N/A |
| Transportation Department/Equipment Rental Rates | Pup Trailer | \$19.88 | N/A |
| Transportation Department/Equipment Rental Rates | Roller (Pulled) | \$11.20 | N/A |
| Transportation Department/Equipment Rental Rates | Rotary Sweepers | \$79.56 | N/A |
| Transportation Department/Equipment Rental Rates | Patch Spraying Rig | \$3.83 | N/A |
| Transportation Department/Equipment Rental Rates | Small Compressor | No charge | N/A |
| Transportation Department/Equipment Rental Rates | Cement Mixer | \$97.52 | N/A |
| Transportation Department/Equipment Rental Rates | Tiltbed Trailer | \$24.09 | N/A |

| | | | |
|--|----------------|---------|-----|
| Transportation Department/Equipment Rental Rates | Lowbed Trailer | \$11.95 | N/A |
|--|----------------|---------|-----|

1 **AGREEMENT FOR PROFESSIONAL SERVICES**
2 **BETWEEN THE COUNTY OF RIVERSIDE**
3 **AND THE CITY OF LA QUINTA**

4
5 The County of Riverside, California (hereinafter "COUNTY"), and the City of La Quinta California
6 (hereinafter "CITY"), hereby agree as follows:
7

8 **RECITALS**

- 9 A. CITY desires that the Transportation & Land Management Agency – Planning Department
10 (hereinafter "TLMA") provide certain professional services for CITY.
11 B. Services by any other County departments or agencies are not the subject of this
12 Agreement.
13 C. COUNTY and CITY desire to define the scope of the professional services to be provided
14 and the terms and conditions pursuant to which COUNTY will provide the professional
15 services.

16 NOW THEREFORE, the parties hereto mutually agree as follows:
17

18 **SECTION 1 - RECITALS INCORPORATED**

19 The foregoing recitals are incorporated herein and made a part of this Agreement by this
20 reference.
21

22 **SECTION 2 - ADMINISTRATION**

23 The TLMA Director, or his designee, shall administer this Agreement on behalf of COUNTY
24 (hereinafter "COUNTY'S contract administrator"). The CITY manager, or his designee, shall
25 administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").
26

27 **SECTION 3 - SCOPE OF SERVICES**

28 Pursuant to this Agreement, COUNTY'S State licensed professional geologist (hereinafter
29 "COUNTY'S geologist") shall, subject to the procedures set forth herein, review each of the

1 following: site-specific geologic reports prepared and submitted pursuant to the Alquist-Priolo
2 Fault Zoning Act; site-specific geologic reports assessing rockfall hazard; and other geologic
3 reports. COUNTY'S geologist shall review these reports to the same extent and in the same
4 manner as if the reports were prepared for projects in the unincorporated area of COUNTY.
5

6 SECTION 4 - REQUESTS FOR SERVICES

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

14 SECTION 5 - APPROVAL OF REQUESTS

15 Upon receipt of CITY's written request for services, COUNTY'S contract administrator shall
16 notify CITY'S contract administrator in writing. COUNTY shall not provide professional services
17 if the request for such services is not made and approved in the manner described above.
18

19 SECTION 6 - PERTINENT INFORMATION

20 Once a request for professional services has been made and approved in the manner described
21 above, CITY'S contract administrator shall promptly transmit to COUNTY'S contract
22 administrator all pertinent information concerning the project or group or class of projects. Such
23 information shall, at a minimum, include a complete wet-signed "Application for Submittal of
24 Geologic Report"; two (2) wet-signed copies of the geologic report; and CITY'S case number
25 and appropriate case maps (hereinafter "CITY'S transmittal package").
26

27 SECTION 7 - SERVICE DELIVERY PROCEDURE

28 COUNTY shall provide services in accordance with the following service delivery procedure,
29 unless the parties mutually agree to a different procedure: COUNTY'S geologist shall assign a

1 COUNTY geologic report number to each geologic report in CITY'S transmittal package;
2 COUNTY'S geologist shall review each geologic report and, if necessary, visit the site described
3 in each report within thirty (30) days of receiving CITY'S transmittal package; COUNTY'S
4 geologist shall prepare a review letter for each geologic report describing any deficiencies and
5 shall send the review letters to CITY and the geologist(s) who prepared the reports; COUNTY'S
6 geologist shall work directly with the geologist(s) who prepared the reports to insure any
7 deficiencies have been adequately addressed. ; once COUNTY'S geologist determines that the
8 geologic reports are acceptable, COUNTY'S geologist shall prepare an approval letter for each
9 report containing a statement of approval, the conclusions and recommendations of the reports
10 and appropriate conditions of approval. COUNTY'S geologist shall send all approved geologic
11 reports and approval letters to CITY.

12 13 SECTION 8 - PERSONNEL

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

20 21 SECTION 9 - COST OF SERVICES

22 The CITY shall pay the COUNTY for services performed, products provided and expenses
23 incurred in accordance with the terms in Attachment A. Maximum payments by CITY to
24 COUNTY shall not exceed Thirty Thousand Dollar (\$30,000.00) annually including all expenses.
25 CITY shall pay COUNTY for all such services, including staff-to-staff consultations, at the hourly
26 rates set forth in Attachment A to this Agreement. CITY shall pay COUNTY for each hour of
27 services it provides, or each fraction of an hour billed at 1/10th increments, including any
28 required travel time. Notwithstanding the above, CITY shall pay COUNTY the full costs of
29 producing any aerial photographs, aerial maps or satellite images for CITY. COUNTY may

1 increase these rates subject to a 60 day written notice to CITY.

2
3 **SECTION 10 - RECORDS and BILLING**

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

7
8 **SECTION 11 - PAYMENTS**

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

16
17 **SECTION 12 - DUTY TO INFORM AND RESPOND**

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

24
25 **SECTION 13 - NOTICES**

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

1 County of Riverside City of La Quinta
2 Transportation & Land Management Agency 78-495 Calle Tampico
3 P.O. Box 1409 La Quinta CA 92253
4 Riverside, CA 92502-1409 Attention: Tim Jonasson
5 Attention: Planning Department Director Public Works Director/City Engineer
6

7 SECTION 14 - OWNERSHIP OF DATA

8 Ownership and title to all reports, documents, plans, specifications, and estimates produced or
9 compiled pursuant to this Agreement shall automatically be vested in CITY and become the
10 property of CITY. CITY reserves the right to authorize others to use or reproduce such materials
11 and COUNTY shall not circulate such materials, in whole or in part, or release such materials to
12 any person or entity other than CITY without the authorization of CITY'S contract administrator.
13

14 SECTION 15 - CONFIDENTIALITY

15 COUNTY shall observe all Federal and State regulations concerning the confidentiality of
16 records.
17

18 SECTION 16 - INDEMNIFICATION

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

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

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

- 6 • How CITY decides to address, or prioritize actions addressing, alleged violations of
7 CITY'S codes.
- 8 • How CITY decides to maintain, or prioritize the maintenance of, CITY facilities,
9 including, but not limited to, streets and sidewalks.
- 10 • The design of CITY facilities, including, but not limited to, streets and sidewalks
11 constructed after July 1, 2009.
- 12 • CITY'S failure to provide pertinent information and inform as provided in Sections 6.
13 and 12 of this Agreement.

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 SECTION 18 - IMMUNITIES

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

26 SECTION 19 - MODIFICATIONS

27 This Agreement may be amended or modified only by mutual agreement of the parties. No
28 alteration or variation of the terms of this Agreement shall be valid unless made in writing and
29 signed by the parties hereto, and no oral understanding or agreement not incorporated herein

1 shall be binding on any of the parties hereto.

2
3 **SECTION 20 - WAIVER**

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

9
10 **SECTION 21 - DELEGATION OR ASSIGNMENT**

11 This Agreement may not be delegated or assigned, either in whole or in part.

12
13 **SECTION 22 - 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 23 - TERM**

19 Upon approval by the Riverside County Board of Supervisors, this Agreement shall be effective
20 as of July 1, 2013 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 24 - ENTIRE AGREEMENT**

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

1 APPROVALS

2 COUNTY Approvals

CITY Approvals

4 APPROVED AS TO FORM:

APPROVED AS TO FORM:

5
6 Marsha L. Victor Dated: 9-23-13
7 Marsha L. Victor
Principal Deputy County Counsel

M. Katherine Jensen Dated: 9-10-2013
M. Katherine Jensen
City Attorney, City of La Quinta

9 APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

10
11 John J. Benoit Dated: NOV 26 2013
12 John Benoit
13 Chairman, Riverside County Board
of Supervisors

Frank J. Spevacek Dated: 11 Sept 2013
Frank J. Spevacek, City Manager
City of La Quinta, California

15 ATTEST: KECIA HARPER-IHEM

ATTEST:

16 CLERK OF THE BOARD:

CITY CLERK:

18
19 By Kallington
Deputy

By: Susan Maysels Dated: 9/11/2013
Susan Maysels, City Clerk
City of La Quinta

22 (SEAL)

ATTACHMENT A
HOURLY RATES FOR PROFESSIONAL SERVICES

| DEPARTMENT | POSITION | REGULAR HOURS | OVERTIME HOURS |
|---------------------|--|---------------|----------------|
| Planning Department | Geologist (Including Geologic and Paleontological Services | \$140 | N/A |

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