

FORM APPROVED COUNTY COUNSEL
 BY: JAMES E. BROWN
 DATE: 4/21/15

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

913 A



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. 1st District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

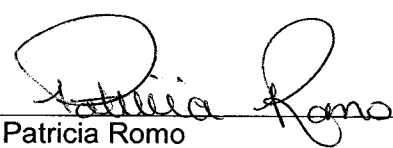
1. Approve the attached agreement between the City of Lake Elsinore and the County of Riverside wherein the County of Riverside will provide maintenance of traffic signals and safety lighting for locations owned by the City of Lake Elsinore; and
2. Authorize the Chairman of the Board to execute the same.

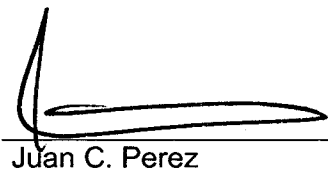
BACKGROUND:

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.

Departmental Concurrence

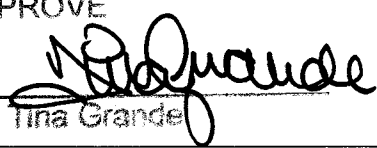

 Patricia Romo
 Assistant Director of Transportation


 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

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

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: May 19, 2015
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

Prev. Agn. Ref.: 4/8/03, Item 3-35 | District: 1 | Agenda Number:

3-30

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

**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. 1st 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

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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.

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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

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

Attention: Public Works Manager

4 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly
5 authorized representatives on May 19, 2015.

6 Dated: MAY 19 2015

Dated: 1/28/15

7 COUNTY OF RIVERSIDE

CITY OF LAKE ELSINORE

8 By: Marion Ashley
Chairman, Board of Supervisors

By: Nathaniel Jones
Mayor

MARION ASHLEY

9 Attest: Kecia Harper-Ihem
Clerk of the Board

Attest:

10 By: Gregory P. Priamos
Deputy Clerk of the Board

11 By: Virginia Blom
City Clerk

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

Approved as to Form:
14 Barbara Liebold, City Attorney

15 By: Janisha K. Vickery 3/2/15
Deputy County Counsel

By: Barbara Liebold

17 Recommended for Approval:

Approved as to Content:

18 By: Juan C. Perez
19 Juan C. Perez
20 Director of Transportation and
21 Land Management

By: Grant Yates
Grant Yates
22 City Manager

23 RES
24 9-2014
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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 Date Energized 12/9/2004	SG: 1351 COUNTY OF RIVERSIDE LT: CITY OF LAKE ELSINORE FL:	75 25
GRAND AVE & ONTARIO WAY Date Energized 12/14/2005	SG: 1363 COUNTY OF RIVERSIDE LT: CITY OF LAKE ELSINORE FL:	83 17
LINCOLN ST & WESTWIND DR Date Energized 1/24/2005	SG: 7090 CITY OF LAKE ELSINORE LT: FL:	100
CANYON HILL FIRE STATION & RAILROAD CANYON RD Date Energized 6/21/2005	SG: 7098 CITY OF LAKE ELSINORE LT: FL:	100
BROADWAY AVE & GRAND AVE Date Energized 8/29/2005	SG: 7102 CITY OF LAKE ELSINORE LT: FL:	100
CHURCH RD & RAILROAD CANYON RD Date Energized 3/16/2006	SG: 7107 CITY OF LAKE ELSINORE LT: FL:	100
CANYON HILLS RD & MARKET PLACE DWY Date Energized 5/18/2006	SG: 7111 CITY OF LAKE ELSINORE LT: FL:	100
LAKESHORE DR & VISCAYA RD Date Energized 6/21/2006	SG: 7117 CITY OF LAKE ELSINORE LT: FL:	100
AUTO CENTER DR & FRANKLIN ST Date Energized 10/3/2006	SG: 7126 CITY OF LAKE ELSINORE LT: FL:	100

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CITY OF LAKE ELSINORE
AND COUNTY OF RIVERSIDE



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

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CITY OF LAKE ELSINORE
AND COUNTY OF RIVERSIDE



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

CITY OF LAKE ELSINORE
AND COUNTY OF RIVERSIDE



Location	City	% Owned
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LINCOLN ST & MACHADO ST Date Energized 5/12/2003	SG: 7958 LT: FL:	CITY OF LAKE ELSINORE 100
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LAKE ST & LAKESHORE DR Date Energized 5/12/2003	SG: 7959 LT: FL:	CITY OF LAKE ELSINORE 100
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CHANEY ST & LAKESHORE DR Date Energized 5/12/2003	SG: 7960 LT: FL:	CITY OF LAKE ELSINORE 100
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GRAND AVE & LINCOLN ST Date Energized 5/12/2003	SG: 7961 LT: FL:	CITY OF LAKE ELSINORE 100
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CASINO DR/AUTO CENTER DR & MILL ST Date Energized 5/12/2003	SG: 7962 LT: FL:	CITY OF LAKE ELSINORE 100
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RAILROAD CANYON RD & SUMMERHILL DR Date Energized 5/12/2003	SG: 7963 LT: FL:	CITY OF LAKE ELSINORE 100
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CANYON HILLS RD & RAILROAD CANYON RD Date Energized 5/12/2003	SG: 7964 LT: FL:	CITY OF LAKE ELSINORE 100
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CANYON HILLS RD & LOST RD Date Energized 5/12/2003	SG: 7966 LT: FL:	CITY OF LAKE ELSINORE 100
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CEDARHILL LN & LOST RD Date Energized 5/12/2003	SG: 7967 LT: FL:	CITY OF LAKE ELSINORE 100
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AGREEMENT FOR TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING INSTALLATIONS MAINTENANCE COST BETWEEN THE

CITY OF LAKE ELSINORE
AND COUNTY OF RIVERSIDE



Location	City	% Owned
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CHANEY ST & EDUCATION WAY Date Energized 6/25/2003	SG: 7989 CITY OF LAKE ELSINORE LT: FL:	100
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CANYON ESTATES DR & SUMMERHILL DR Date Energized 11/17/2003	SG: 7994 CITY OF LAKE ELSINORE LT: FL:	100
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LAKE ST & MOUNTAIN ST Date Energized 12/9/2004	SG: 7998 CITY OF LAKE ELSINORE LT: FL:	100
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GRAND AVE & MC VICKER PARK Date Energized 12/9/2004	SG: 7999 CITY OF LAKE ELSINORE LT: FL:	100
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LAKE ST & 1585' S OF TEMESCAL CANYON RD Date Energized 5/12/2003	SG: CITY OF LAKE ELSINORE LT: FL: 9912	100
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LAKE ST & 2640' S OF TEMESCAL CANYON RD Date Energized 5/12/2003	SG: CITY OF LAKE ELSINORE LT: FL: 9913	100
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LOST RD & N OF BAYWOOD ST Date Energized 5/12/2003	SG: CITY OF LAKE ELSINORE LT: FL: 9915	100
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APPENDIX B

COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

TRAFFIC SIGNAL MAINTENANCE RATE SCHEDULE
2014 - 2015

<u>POSITION</u>	<u>HOURLY WAGE</u>	<u>W/BENEFITS & 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 ¾ 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