

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



ITEM  
3.111  
(ID # 4813)

**MEETING DATE:**

Tuesday, August 29, 2017

**FROM :** TLMA-PLANNING:

**SUBJECT:** TRANSPORTATION LAND MANAGEMENT AGENCY- PLANNING: Ratify and Authorize the Professional Services Agreement between the County of Riverside and the City of Menifee for a Term of One Year. 5th DISTRICT [\$25,000 est. Total Cost] 100% Reimbursement by the City of Menifee

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

1. Ratify and authorize the Professional Services Agreement (PSA) between the County of Riverside and the City of Menifee from July 1, 2017 to June 30, 2018. and;
2. Authorize the Director of Transportation and Land Management Agency, or his designee, to sign amendments that do not significantly modify or expand the scope of services or financial terms of the agreement.

**ACTION:** Policy

Charissa Leach, Assistant TLMA Director


7/10/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: August 29, 2017  
xc: TLMA-Planning

Kecia Harper-Ihem  
Clerk of the Board  
BY   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$25,000	N/A	\$25,000	N/A
<b>NET COUNTY COST</b>	\$0	N/A	\$0	N/A
<b>SOURCE OF FUNDS:</b> 100% Reimbursement by the City of Menifee			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> FY 17/18	

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

**BACKGROUND:**

**Summary**

The City of Menifee has requested that the County of Riverside Planning Department provide professional services including Archeological, Biological, Geological, other planning professional services. The county has been providing the city these services for the past eight years.

The county staff is very familiar with the types of services the City of Menifee is requesting and has the ability to provide those necessary services in a cost-effective manner. The county has a depth of experience to assist the city on an on-call basis. Services are provided on a case-by-case basis as may be requested by the city and based on the availability of County resources. The level of service and priorities will be determined by the city with the concurrence of the Director of TLMA, or his designee. The work will be performed at the rates set forth in the professional services agreement.

The agreement has been reviewed and approved by the city. It also has been reviewed and approved as to form by County Counsel.

**Impact on Residents and Businesses**

The City of Menifee will continue to benefit from the technical expertise that the county can provide on these specialized professional services.

**SUPPLEMENTAL**

**Additional Fiscal Information**

This agreement has been anticipated as part of the Board approved TLMA budget for fiscal year 2017/2018 and does not require a budget adjustment. The total estimated cost to be billed is \$25,000. The city is responsible for reimbursement based on the billing rates provided in the attached Schedule B.

**Contract History and Price Reasonableness**

FY2017/2018 will be the ninth year of service being provided to the city. The partnership with the City of Menifee has proven to be mutually beneficial.

**ATTACHMENTS**

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

ATTACHMENT A. Professional Services Agreement

ATTACHMENT B. Planning Department Hourly Rates for Professional Services



Tina Grande, Principal Management Analyst

8/7/2017



Gregory E. Priarios, Director County Counsel

7/10/2017

**Attachment B**

**Rates for Professional Services**

**Planning Department Hourly Rates for Professional Services**

DEPARTMENT	POSITION	REGULAR HOURS
Planning/Environmental Department	Management/Supervisory (incl. Principal Planner, Archeologist, Chief Geologist, Geologist, & Manager)	\$182
Planning/Environmental Department	Professional Services (incl. Urban Regional Planner)	\$174
Planning/Environmental Department	Specialists (incl. Ecological Resource Specialist & Biologist)	\$116
Planning/Environmental Department	Clerical	\$55

**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 Transportation & Land Management Agency (hereinafter "TLMA") provide certain professional services for CITY.
- B. 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

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provide the professional services described in Attachment A to this Agreement, consisting of four (4) pages and incorporated herein (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 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 COUNTY agrees to provide the professional services requested, COUNTY'S Contract Administrator shall notify CITY'S Contract Administrator in writing. If the 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 Sections 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 reasonable 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. If COUNTY encounters a dangerous condition, COUNTY shall notify CITY'S Contract Administrator as soon as practical.

#### 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 cultural resources, paleontology or geology.

#### SECTION 8 – INSPECTION, REJECTION AND ACCEPTANCE OF SERVICES

CITY may inspect COUNTY'S work performed pursuant to this Agreement while the work is being performed or after it has been completed. CITY may reject COUNTY'S work no later than thirty (30) days after the work has been completed by submitting to COUNTY'S

Contract Administrator a written explanation of the reasons for the rejection. If CITY does not reject COUNTY'S work as provided above, CITY shall be deemed to have accepted COUNTY'S work. CITY'S acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. CITY'S acceptance shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

#### SECTION 9 - 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 and shall be located at County facilities. Neither CITY, its officials, officers, employees or agents, shall have control over the conduct of COUNTY or any of COUNTY'S officials, officers, employees, or agents except as set forth in this Agreement. 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.

#### SECTION 10 - 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 11 - 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 service it provides, or each fraction of an hour billed at 1/10<sup>th</sup> increments, including any required travel time. Work done by the COUNTY after regular working hours, such as responding to emergency calls, shall be paid at 1.5 times the hourly labor rate component as shown in Attachment B. The cost for fuel, maintenance, and licensing of CITY vehicles pursuant to Section 10 of this Agreement shall be in addition to the professional service fees. Notwithstanding the above, CITY shall pay COUNTY the full costs of producing any aerial photographs, aerial maps or satellite images for CITY. The COUNTY shall notify CITY of any Board approved hourly rate changes within sixty (60) days from the approval date.

#### SECTION 12 - 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 13 - 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 14 – RECORD MAINTENANCE

COUNTY shall maintain all documents and records relating to the professional services provided pursuant to this Agreement, including, but not limited to, any and all ledgers, books of account, invoices, vouchers, canceled checks, and other expenditure or disbursement documents. Such documents and records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the professional services provided by COUNTY pursuant to this Agreement. Such documents and records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to public agency audits and expenditures.

#### SECTION 15 – RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 14. of this Agreement shall be made available for inspection, audit and copying, at any time during regular business hours, upon the request of CITY'S Contract Administrator. Copies of such documents or records shall be provided directly to CITY'S Contract Administrator for inspection, audit and copying when it is practical to do so; otherwise, such documents and records shall be made available at COUNTY'S address specified in Section 19. of this Agreement.

#### SECTION 16 - 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. CITY'S Contract Administrator shall also provide all information concerning dangerous conditions that CITY'S Contract Administrator either knows or should know exist. 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 17 – STANDARD OF PERFORMANCE

COUNTY represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the professional services described in this Agreement and that it will perform such services competently. In meeting its obligations under this Agreement, COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing the same services to those required of COUNTY under this Agreement.

#### SECTION 18 – PERMITS AND LICENSES

COUNTY shall obtain any and all permits, licenses and authorizations necessary to perform the professional services described in this Agreement. Neither CITY, nor its officials, officers, employees or agents shall be liable, at law or in equity, as a result of COUNTY'S failure to comply with this section.

#### SECTION 19 - 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 1605  
Riverside, CA 92502-1409  
Attention: Charissa Leach  
Assistant TLMA Director: Charissa Leach

City of Menifee  
29714 Haun Rd.  
Menifee, CA 92586  
Attention: Cheryl Kitzerow  
Community Development Director

#### SECTION 20 - 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 unless otherwise mandated by State regulations.

#### SECTION 21 - CONFIDENTIALITY

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

#### SECTION 22 - 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.

- 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 6 and 12 of this Agreement.

Notification and Cooperation. The parties mutually agree to notify each other through their respective contract administrators if they are served with any claims, summons, complaint, discovery request or court order (hereinafter "litigation documents") concerning this Agreement and the professional services provided hereunder. The parties also mutually agree to cooperate with each other in any third party legal action concerning this Agreement and the professional services provided hereunder. Such

cooperation shall include each party giving the other an opportunity to review any proposed responses to litigation documents. This right of review does not, however, give either party the right to control, direct or rewrite the proposed responses of the other party.

#### SECTION 23 - 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 24 – ASSIGNMENT

The expertise and experience of COUNTY are material considerations for this Agreement. CITY has an interest in the qualifications and capabilities of the persons and entities that COUNTY will use to fulfill its obligations under this Agreement. In recognition of that interest, COUNTY shall not assign or transfer this Agreement, in whole or in part, or the performance of any of COUNTY'S obligations under this Agreement without prior written consent of the CITY'S Contract Administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including summary termination of this Agreement. CITY acknowledges, however, that COUNTY, in the performance of its duties under this Agreement, may utilize subcontractors, and such use shall not be considered

a violation of this provision.

#### SECTION 25 - 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 26 - 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 27 - 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 28 - DELEGATION OR ASSIGNMENT

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

#### SECTION 29 - 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 30 - TERM

Upon approval by the Riverside County Board of Supervisors, this Agreement shall be effective as of July 1, 2017 and shall remain in effect until June 30, 2018, 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.

#### SECTION 31 – ATTORNEYS’ FEES

Should either party institute any arbitration, action, proceeding, suite or similar proceeding to enforce or interpret this Agreement or any provision hereof, for damages by reason of any alleged breach of this Agreement or any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and reasonable attorneys’ fees incurred by the prevailing party in connection with such action or proceeding.

#### SECTION 32 - 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.



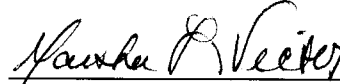
APPROVALS

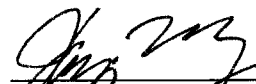
COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

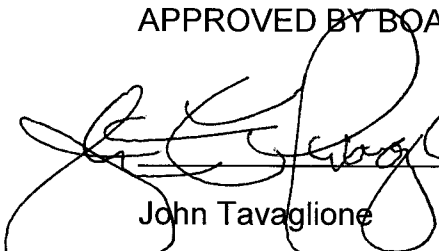
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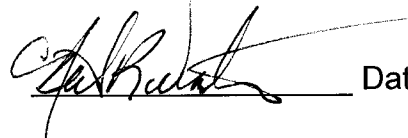
 Dated: 7/6/17  
Marsha L. Victor  
*chief*  
Principal Deputy County Counsel

 Dated: 6/1/17  
Jeff Melching, City Attorney  
City of Menifee

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

 Dated: AUG 29 2017  
John Tavaglione  
Chairman, Riverside County Board  
of Supervisors

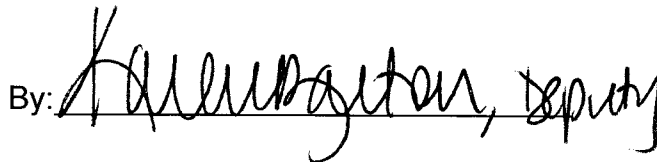
 Dated: 6/21/17  
Neil R. Winter, Mayor  
City of Menifee

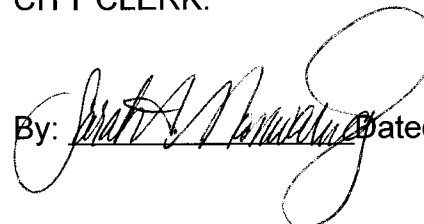
ATTEST:

ATTEST:

CLERK OF THE BOARD:

CITY CLERK:

By:  deputy

By:  Dated: 6/22/2017

Kecia Harper-Ihem  
Clerk of the Board

Sarah Manwaring, City Clerk  
City of Menifee

**ATTACHMENT A**  
**Scope of Services**

**Planning and Environmental Services**

1. Upon request and acceptance as set forth in this Agreement, the Transportation & Land Management Agency's 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/regulations and County General Plan policies;

Review public and private development projects to determine the level of analysis needed for cultural resources, paleontological and biological resources, and geologic hazards;

Review reports related to these resources;

Review public and private development projects to ensure that such projects are consistent with Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP);

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;

Review and provide the City written comment on site-specific geologic reports

prepared and submitted pursuant to the Alquist-Priolo Earthquake Fault Zoning Act, site-specific geologic reports assessing rockfall hazard, and other site-specific geologic hazards reports.

**Attachment B**

**Rates for Professional Services**

**Planning Department Hourly Rates for Professional Services**

DEPARTMENT	POSITION	REGULAR HOURS
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