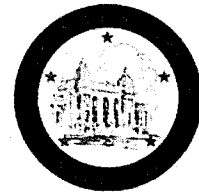


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.52
(ID # 11369)**

MEETING DATE:

Tuesday, December 17, 2019

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Cooperative Agreement by and between the County of Riverside and Pechanga Band of Luiseño Indians for the Traffic Signal on Pala Road between Lira Road and Rainbow Oaks Road; District 3. [\$5,000 Ongoing Cost - Gas Tax 50%, Pechanga Band of Luiseño Indians 50%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement by and between the County of Riverside and PECHANGA BAND OF LUISEÑO INDIANS for Traffic Signal and Safety Lighting Maintenance on Pala Road between Lira Road and Rainbow Oaks Road in the amount of \$5,000; and
2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside.

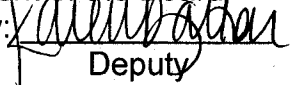
ACTION: Policy

Patricia Romo, Director of Transportation 11/25/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 17, 2019
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 50% Gas Tax and 50% Pechanga Band of Luiseno Indians. There are no general funds being used for this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20-21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Pechanga Band of Luiseno Indians (Tribe) is building a private driveway intersecting County maintained Pala Road, to provide access to current and future developments within tribal land fronting Pala Road between Lira Road and Rainbow Oaks Road in the Temecula area of the County. The Tribe plans to construct a four-way traffic signal at the intersection and advance flashing warning beacons on Pala Road. The Tribe and the County Transportation Department, will share ownership of the intersection improvements. The Transportation Department would provide maintenance services for the intersection following its completion and acceptance.

The Agreement for traffic signal and safety lighting maintenance between the County of Riverside and the Pechanga Band of Luiseno Indians for the traffic signal on Pala Road between Lira Road and Rainbow Oaks Road, defines the terms and conditions whereby the Transportation Department would provide maintenance services for the four-way traffic signal facility and advance flashing warning beacons on Pala Road.

The Transportation Department will provide routine maintenance work and emergency call-out services on the traffic signal, safety lights, flashing warning beacons, and other electronically operated traffic control or warning device. The Tribe and the County would share in the cost of maintenance and each pay 50% of the estimated \$5,000 annual cost of maintenance.

County Counsel has approved the Agreement as to form.

Project No. MS04360/IP190025

Impact on Residents and Businesses

The installation of the traffic signal is expected to improve safety for vehicles entering and exiting the proposed driveway and on Pala Road.

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

Additional Fiscal Information

The total ongoing cost for services is estimated at five thousand dollars (\$5,000.00) annually. The County share would be \$2,500 annually and would be paid by Gas Tax.

ATTACHMENTS:

Agreement for traffic signal and safety lighting maintenance
Vicinity Map



Jason Farin, Senior Management Analyst

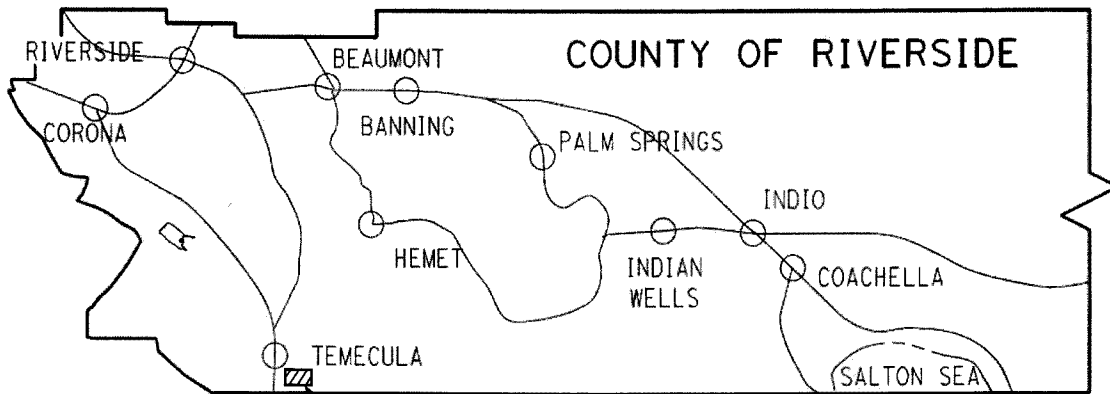
12/11/2019



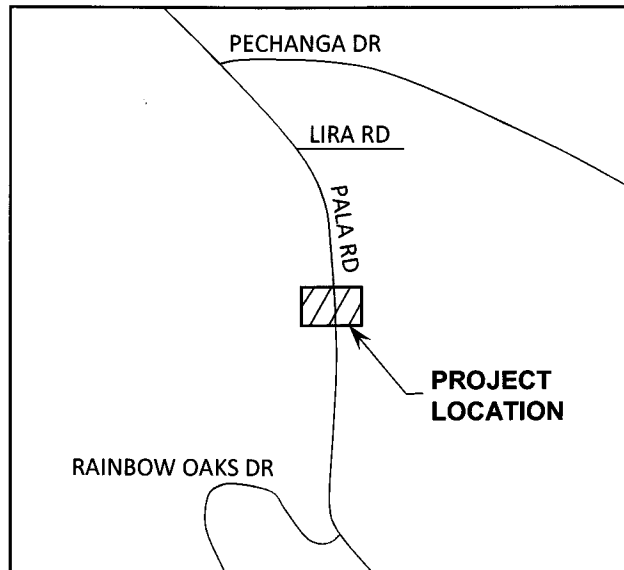
Gregory H. Priamos, Director County Counsel

12/10/2019

**COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT**



**PROJECT
LOCATION**



**PROJECT
LOCATION**

**AGREEMENT FOR TRAFFIC SIGNAL AND
SAFETY LIGHTING MAINTENANCE
BETWEEN THE COUNTY OF RIVERSIDE
AND PECHGANGA BAND OF LUISEÑO INDIANS
FOR THE TRAFFIC SIGNAL ON PALA ROAD
BETWEEN LIRA ROAD AND RAINBOW OAKS ROAD**

This AGREEMENT is entered into this 17th day of December, 2019, by and between the County of Riverside, referred to herein as COUNTY, and the Pechanga Band of Luiseño Indians, referred to herein as TRIBE for the provision of traffic signal maintenance within the tribal land and in the Temecula Area of the County.

RECITALS

- A. TRIBE is building a private road intersecting Pala Road to provide access to current and future developments within tribal land fronting Pala Road between Lira Road and Rainbow Oaks Road in Temecula area of the County. TRIBE will install a four-way traffic signal facility at this intersection and advance flashing warning beacons on Pala Road, referred to herein as the PROJECT as shown in Exhibit A.
- B. TRIBE and COUNTY share ownership of the PROJECT intersection.
- C. TRIBE and COUNTY desire that the COUNTY, by and through the Transportation Department, provide services for PROJECT following its completion and acceptance by COUNTY. Services by other COUNTY departments or agencies are not the subject of this Agreement.
- D. TRIBE and COUNTY desire to define herein the scope of the services to be provided and the terms and conditions pursuant to which COUNTY will provide the services.

AGREEMENT

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 Director of Transportation, or his/her designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S Contract Administrator"). The TRIBE designee, shall administer this Agreement on behalf of TRIBE (hereinafter "TRIBE's Contract Administrator").

SECTION 3 - SCOPE OF SERVICES

COUNTY will provide routine maintenance work and emergency call-out services on the traffic signal, safety lights, flashing warning beacons, and other electronically operated traffic control or warning device in the location on the vicinity map, attached as Exhibit A. The routine maintenance work includes inspecting the traffic signal system and cleaning the traffic signal control cabinet every eight (8) weeks, and relamping and cleaning traffic signal heads, and clean the internally illuminated street name signs as needed. COUNTY will provide emergency call-out service within three (3) hours of notification by representatives of the TRIBE. Services will begin following the completion and acceptance of the PROJECT construction.

TRIBE agrees to provide COUNTY access to tribally owned property for the purpose of maintaining, repairing, and modifying traffic signal facilities.

SECTION 4 - REQUESTS FOR ADDITIONAL SERVICES

TRIBE may request additional services on the traffic signals, safety lights, flashing warning beacons, and other electronically operated traffic control or warning device in writing and TRIBE'S Contract Administrator, or his designee, shall send such requests to COUNTY'S Contract Administrator, or his designee. Before requesting services, TRIBE'S Contract Administrator may ask COUNTY'S Contract Administrator for a written estimate of the cost of the services and any established procedure COUNTY may have for providing the services (hereinafter "service delivery procedure").

SECTION 5 - APPROVAL OF REQUESTS

If COUNTY agrees to provide the additional services requested, COUNTY'S Contract Administrator shall notify TRIBE'S Contract Administrator in writing. The written notification to TRIBE shall include the service delivery procedure, if necessary or requested by TRIBE. Services shall be provided in accordance with the service delivery procedure unless the parties mutually agree to a different procedure. Except as provided in Section 6 of this Agreement, COUNTY shall not provide requested additional services, beyond the routine maintenance services in Section 3, if the request for such additional 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 services, and TRIBE hereby agrees to pay for half of 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 TRIBE'S Contract Administrator as soon as practical.

SECTION 7 - PERTINENT INFORMATION

TRIBE will furnish COUNTY with electronic copies of completed plans, a complete set of full-size film positive reproducible as-built plans and all pertinent information concerning the PROJECT to COUNTY within sixty (60) calendar days following the completion and acceptance of the PROJECT construction.

SECTION 8 – INSPECTION AND ACCEPTANCE OF SERVICES

TRIBE may inspect the traffic signals, safety lights, flashing warning beacons, other electronically operated traffic control and/or warning device after completion of services by the COUNTY as described in this Agreement to be pursuant to all applicable law and regulations. Upon thirty (30) days after the service is completed by the COUNTY, the services performed by the COUNTY shall be deemed accepted by the TRIBE whether or not TRIBE has inspected the traffic signals and lights and such acceptance shall be deemed to be conclusive of meeting all applicable codes and standards.

SECTION 9 - PERSONNEL

In providing the maintenance services described in this Agreement, COUNTY and its staff shall be considered independent contractors and shall not be considered TRIBE employees for any purpose, including but not limited to retirement, health care or any other benefits which may otherwise accrue to TRIBE employees. COUNTY expressly waives any claim COUNTY may have to any such rights. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control and shall be located at COUNTY facilities. Neither TRIBE, its officials, officers, employees nor 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 have no authority to bind TRIBE in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against TRIBE, whether by contract or otherwise, unless such authority is expressly conferred by this Agreement. COUNTY shall not at any time or in any manner represent that COUNTY or any of COUNTY'S officials, officers, employees or agents are in any manner officials, officers, employees or agents of TRIBE. COUNTY shall pay all wages, salaries and other amounts due its personnel in connection with their provision of the professional services hereunder and as required by law.

SECTION 10 - VEHICLES

COUNTY shall provide all vehicle and equipment necessary to provide services subject to this agreement.

SECTION 11 - COST OF SERVICES

Unless the parties have mutually agreed in writing to a set fee for professional services when requested by TRIBE and agreed to by COUNTY, the TRIBE and COUNTY shall each pay for half of the cost of maintenance, repairs, electrical service costs and emergency service of the traffic signals, safety lights, flashing warning beacons, and other electronically operated traffic control or warning device.

The total cost for services is estimated at five thousand dollars (\$5,000.00) annually.

SECTION 12 - BILLING

COUNTY'S Contract Administrator shall submit to TRIBE'S Contract Administrator an invoice which shall include an itemized accounting of all services performed and the cost thereof during a specific month.

SECTION 13 - PAYMENTS

TRIBE shall pay its one half share of the total cost of service in each invoice within thirty (30) days of the date TRIBE'S Contract Administrator receives the invoice. TRIBE 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 TRIBE'S Contract Administrator receives the invoice. TRIBE may defer the payment of the portion of the invoice in dispute until such time as the dispute is resolved; however, all portions of the invoice not in dispute shall 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 maintenance 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 maintenance services provided by COUNTY pursuant to this Agreement. Such documents and records shall be maintained for seven years plus the year the document was created, 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 TRIBE'S Contract Administrator. Copies of such documents or records shall be provided directly to TRIBE'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

TRIBE'S Contract Administrator shall promptly address with County Contract Administrator, as TRIBE deems appropriate, all complaints, and correspondence that TRIBE receives concerning COUNTY'S maintenance services. TRIBE'S Contract Administrator shall also provide all information concerning dangerous conditions that TRIBE'S Contract Administrator either knows or should know exist. COUNTY'S Contract Administrator shall promptly transmit to TRIBE'S Contract Administrator all inquiries, complaints, and correspondence that COUNTY receives in the course of providing professional services. TRIBE 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 maintenance 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. COUNTY does not take on the responsibility for any of the TRIBE'S codes or direction that the TRIBE may give to the COUNTY in providing the maintenance services. The TRIBE as the owner of the signals and lights shall remain responsible for all aspects of ownership, including how they are maintained.

SECTION 18 – PERMITS AND LICENSES

TRIBE shall make a written application to COUNTY for an encroachment permit authorizing entry onto COUNTY'S right of way to perform activities required for construction of the

PROJECT. County shall issue to the TRIBE, at no cost to the TRIBE or its contractors, an encroachment permit upon proper application by the TRIBE or the TRIBE's contractors.

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 Department
P.O. Box 1090
Riverside, CA 92502-1090
Attention: Patricia Romo
Transportation Director

Pechanga Band of Luiseño Indians
Public Works Department
12703-A Pechanga Rd.
Temecula, CA 92593
Attention: Director of Public Works
With a copy to:
Pechanga Office of the General Counsel
P.O. Box 1477
Temecula, CA 92593
Attention: General Counsel

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 TRIBE and become the property of TRIBE. TRIBE 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 TRIBE without the authorization of TRIBE'S Contract Administrator.

SECTION 21 - CONFIDENTIALITY

COUNTY shall observe all Federal and State regulations concerning the confidentiality of records. All information gained or work product produced by COUNTY pursuant to this Agreement shall be considered confidential, unless such information is in the public domain.

COUNTY'S Contract Administrator shall promptly notify TRIBE'S Contract Administrator when COUNTY receives a request for release or disclosure of information or work product. COUNTY shall not release or disclose information or work product to persons or entities other than TRIBE without prior written authorization from TRIBE'S Contract Administrator, except when such release or disclosure is required by the California Public Records Act or any other law.

SECTION 22 - INDEMNIFICATION

Indemnification by COUNTY. Except as provided below in the paragraph entitled "Special Circumstances" and as otherwise described herein, COUNTY shall indemnify, defend and hold harmless TRIBE, 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 sole actual negligence or willful misconduct directly arising out of the performance of maintenance services deemed not accepted by the TRIBE under this Agreement including, without limitation, the payment of attorney's fees. The duty to indemnify, defend and hold harmless would only apply in proportion to the percentage of actual negligence found to be proximately caused by the COUNTY where such services were not performed in accordance with the applicable codes.

Indemnification by TRIBE. TRIBE 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, and without limitation, the payment of attorney's fees, based on TRIBE'S acts or omissions, negligence or willful misconduct arising out of or in connection with the performance of maintenance services.

Special Circumstances. Notwithstanding the above, COUNTY shall not indemnify, defend and hold harmless TRIBE, its officials, officers, employees and agents, and TRIBE shall indemnify,

defend, and hold harmless COUNTY its officials, officers, employees and agents, from all claims and liability resulting from any of the following:

1. The invalidity of TRIBE'S codes, ordinances, or regulations
2. How TRIBE decides to maintain, or prioritize the maintenance of, TRIBE facilities, including, but not limited to, streets and sidewalks.
3. The design of TRIBE facilities, including, but not limited to, streets and sidewalks.
4. TRIBE'S failure to provide pertinent information and inform as provided in Sections 7 and 15 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.

SECTION 24 – ASSIGNMENT

The expertise and experience of COUNTY are material considerations for this Agreement. TRIBE 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 TRIBE'S Contract Administrator. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling TRIBE to any and all remedies at law or in equity, including summary termination of this Agreement. TRIBE 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 - 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 29 - TERM

This Agreement shall become effective immediately after this Agreement is approved by resolution by the Riverside County Board of Supervisors. This Agreement may be terminated if mutually agreed to in writing by both the COUNTY and the TRIBE.

SECTION 31 - 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.

SECTION 32 - LIMITED WAIVER OF SOVEREIGN IMMUNITY

For the purposes disputes that arise under this Agreement and the enforcement of any judgment or award resulting therefrom, Pechanga Band of Luiseño Indians expressly waives its right to assert its sovereign immunity from suit and enforcement of any ensuing judgment, and consents to be sued in federal or state court, as the case may be, provided that the dispute is limited solely to issues arising under this Agreement.

SECTION 33 – NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of the Agreement is intended to create duties or obligation to or rights in third parties no party to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

[Signatures Provided on the Following Page]

IN WITNESS WHEREOF, the parties below have caused this Agreement to be executed.

APPROVALS

COUNTY

PECHANGA BAND OF LUISEÑO INDIANS

APPROVED AS TO FORM:


APPROVED AS TO FORM:


GREGORY P. PRIAMOS

Steve Bodmer

County Counsel

General Counsel

 Dated: 12/4/19

 Dated: 11/13/19

Kristine Bell-Valdez


Steve Bodmer


Supervising Deputy County Counsel

General Counsel

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY TRIBE COUNCIL:

 Dated: DEC 17 2019

 Dated: 11/13/19

Kevin Jeffries

Mark Macarro

Chairman

Tribal Chairman

Riverside County Board of Supervisors

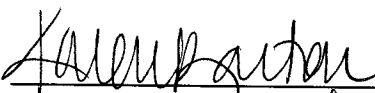
Pechanga Band of Luiseño Indians

ATTEST:

ATTEST:

CLERK OF THE BOARD:

TRIBE SECRETARY:

By: 

Deputy for

By: 

Kecia Harper-~~them~~

Louise Burke

Tribal Secretary

(SEAL)

EXHIBIT A

PROJECT LOCATION

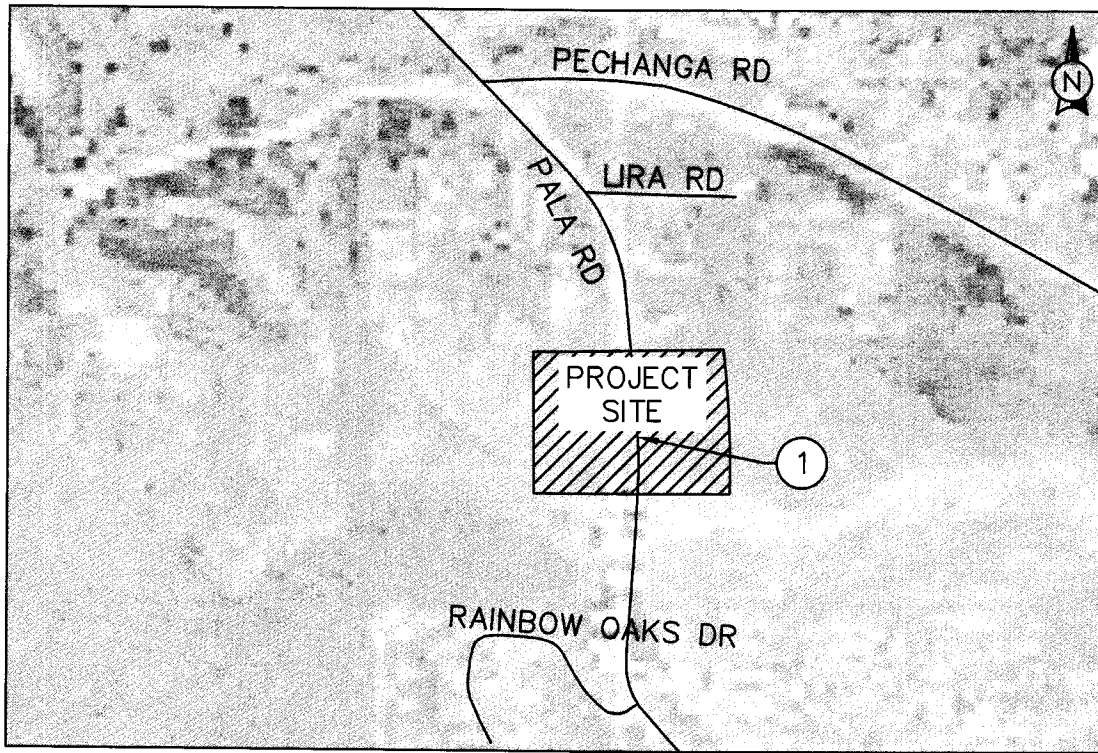


EXHIBIT B

COUNTY WAGE AND EQUIPMENT HOURLY RATE (NON-FEDERAL)

Transportation Department Highway Ops. / Engineering Rates	Technical Eng Unit Supervisor	\$ 181.74
Transportation Department Highway Ops. / Engineering Rates	Principal Eng Tech	\$ 168.75
Transportation Department Highway Operations Rates	Traffic Signal Supervisor	\$ 156.08
Transportation Department Highway Operations Rates	Sr Traffic Signal Technician	\$ 145.13
Transportation Department Highway Operations Rates	Traffic Signal Tech	\$ 134.69
Transportation Department Highway Operations Rates	Signal Aerial Lift Truck	\$ 51.43
Transportation Department Highway Operations Rates	Pickups – 3/4T	\$ 13.20

*Rates are subject to change in the new Fiscal Year