

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



ITEM: 3.66
(ID # 23391)

MEETING DATE:
Tuesday, December 12, 2023

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve the Cooperative Agreement for Operation and Maintenance of Traffic Signals and Safety Lighting between the County of Riverside and the City of Temecula for five years; District 3. [\$250,000 Total Cost - Gas Tax 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Cooperative Agreement for Operation and Maintenance of Traffic Signals and Safety Lighting for an annual amount of \$50,000 and for a total aggregate amount of \$250,000 for five years through June 30, 2028;
2. **Authorize** the Chairman of the Board to execute the same on behalf of the County; and
3. **Authorize** the Director of Transportation, or designee, to amend Exhibit A and Exhibit B as well as authorize extra work as permitted by the Cooperative Agreement.

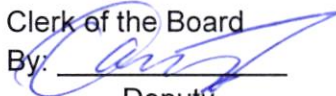
ACTION:Policy


Mark Lancaster, Director of Transportation 11/20/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 12, 2023
xc: TLMA-Transp.

Kimberly A. Rector
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	\$ 50,000	\$ 50,000	\$ 250,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Gas Tax There is no General Funds used in this project			Budget Adjustment: No	
			For Fiscal Year: 23/24-27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department and the City of Temecula have agreed to a Cooperative Agreement for the City of Temecula to provide the operation and maintenance of traffic signal and safety lighting for installations located on shared County of Riverside and City of Temecula boundaries on a reimbursable basis. The City of Temecula has the traffic signal maintenance staff capabilities and expertise to undertake and provide maintenance and emergency call-out service for the shared signals and lighting.

The request before the Board is for the approval of the Cooperative Agreement for Operational and Maintenance of Traffic Signals and Safety Lighting with the City of Temecula for an annual amount of \$50,000 and for a total aggregate amount of \$250,000 through June 30, 2028, unless terminated earlier.

The Cooperative Agreement permits the Director of Transportation to (1) amend Exhibit A to add or remove installation so long as the addition or removal does not cause the maximum contract amount of \$50,000 annually to be exceeded, (2) amend Exhibit B to revise the personnel and equipment rates so long as the revisions do not cause the maximum contract amount of \$50,000 annually to be exceeded, and (3) authorize extra work so long as the extra work does not cause the maximum contract amount of \$50,000 annually to be exceed.

This Agreement was reviewed and approved by County Counsel as to form and is now recommended by the Transportation Department for approval by the Board.

ATTACHMENTS:

ATTACHMENT A. Cooperative Agreement for Operation and Maintenance of Traffic Signals and Safety Lighting with City of Temecula

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



Jason Farin, Principal Management Analyst 12/6/2023



Aaron Gettis, Deputy County Counsel 11/29/2023

**COOPERATIVE AGREEMENT
FOR OPERATION AND MAINTENANCE
OF TRAFFIC SIGNALS AND SAFETY LIGHTING**

This Cooperative Agreement for Operation and Maintenance of Traffic Signals and Safety Lighting (hereinafter "Agreement") is made and entered into as of December 12, 2023, by and between the City of Temecula, a California municipal corporation, (hereinafter "TEMECULA") and the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY"). TEMECULA and COUNTY are sometimes hereinafter individually referred to as "PARTY" and/or collectively referred to in this Agreement as "PARTIES."

RECITALS

WHEREAS, TEMECULA and COUNTY desire to specify the terms and conditions under which certain traffic signals and safety lighting (hereinafter "INSTALLATIONS") located on shared boundaries will be operated and maintained, as well as the obligations and responsibilities of the PARTIES with respect to the maintenance costs and energy costs; and

WHEREAS, the INSTALLATIONS are listed and shown in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the City Manager of TEMECULA and the Director of Transportation of COUNTY, or designee, are hereby authorized to amend Exhibit A, in writing, to add or remove INSTALLATIONS so long as the addition or removal does not cause the maximum contract amount set forth herein to be exceeded; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the PARTIES agree as follows:

OBLIGATIONS - TEMECULA

1. TEMECULA shall provide routine maintenance work and emergency call-out services on traffic signals and safety lighting, electrically operated traffic control devices, or signs associated with the INSTALLATIONS operated and maintained by TEMECULA as shown in Exhibit A. Routine maintenance services hereunder shall include the following work: inspect the signal system, clean the control cabinet, clean and replace vehicle and pedestrian signal indications as required, and clean and replace safety lighting luminaires as required. Emergency call-out services shall include repair and maintenance of subject traffic control devices or implementing reasonable temporary measures necessary to preserve the public safety in the event of a signal system failure. TEMECULA shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that apply, TEMECULA shall comply with the more restrictive law or regulation.
2. TEMECULA shall provide routine maintenance and call-out services based on the current hourly rates identified for personnel and equipment as set forth on Exhibit B, attached hereto

and incorporated herein by this reference. TEMECULA may update the rates on an annual basis based on the hourly rates it pays its employees or contractors for the maintenance services described in this Agreement and the standard hourly rates for equipment per the CALTRANS Equipment Rental Rates in effect at the time of an update. TEMECULA shall notify the COUNTY of any change in such rates on or before April 1 to be effective on July 1 of each year beginning in 2024. The Director of Public Works of TEMECULA and the Director of Transportation of COUNTY, or designee, are hereby authorized to amend Exhibit B, in writing, to revise the personnel and equipment rates in Exhibit B so long as the revisions do not cause the maximum contract amount set forth herein to be exceeded.

3. TEMECULA shall allocate the actual cost for the delivery of electrical power by Southern California Edison to the INSTALLATIONS operated and maintained by TEMECULA in accordance with the percentages shown in Exhibit A. COUNTY agrees to pay the share percentage of all operation, maintenance, repair, replacement and electrical energy costs for the INSTALLATIONS as identified in Exhibit A.
4. Any work to be performed beyond the scope of services described above shall constitute extra work (hereinafter "EXTRA WORK"). EXTRA WORK shall be compensated for with extra compensation calculated in a fair and equitable method in accordance with TEMECULA's current hourly rates for service and equipment and/or TEMECULA's emergency after hours Contractor's current rates for service. The Director of Public Works for TEMECULA shall promptly notify the Director of Transportation of COUNTY, or designee, in writing, of any work that constitutes EXTRA WORK before performing such work. COUNTY shall promptly respond and, if agreed that subject work constitutes EXTRA WORK, the Director of Transportation of COUNTY, or designee, shall authorize TEMECULA in writing to perform EXTRA WORK. COUNTY shall compensate TEMECULA for EXTRA WORK authorized by the Director of Transportation of COUNTY, or designee, in writing in accordance with this paragraph and current hourly rates identified in Exhibit B so long as the EXTRA WORK does not cause the maximum contract amount set forth herein to be exceeded.
5. TEMECULA agrees to operate, and maintain the INSTALLATIONS as shown in Exhibit A and to pay the share percentage of all operation, maintenance, repair, replacement, and electrical energy costs for the INSTALLATIONS as identified in Exhibit A.
6. TEMECULA agrees to maintain records of all work provided under this Agreement including costs for services performed and energy charges for the INSTALLATIONS. The records shall be maintained for a period of three (3) years and upon request, shall be made available to COUNTY for inspection.
7. TEMECULA agrees to bill COUNTY no more frequently than annually. Billings shall cover the period beginning July 1 and ending June 30. TEMECULA agrees to bill COUNTY within thirty (30) days after the current billing period ends. Upon full execution of this Agreement, the first billing submitted by TEMECULA may include all eligible expenses incurred after full execution of this Agreement. All expenses incurred by TEMECULA prior to execution of this Agreement shall not be eligible for reimbursement. The total cost to COUNTY per billing period is estimated to be \$50,000. In the event that this amount will be exceeded,

COUNTY and TEMECULA agree to work in good faith to amend this Agreement to increase this estimated amount.

OBLIGATIONS – COUNTY

1. COUNTY agrees to pay all the above referenced amounts, which shall not exceed \$50,000 per billing period unless this Agreement is amended accordingly, within sixty (60) days of receipt of the billing from TEMECULA.
2. In the event of a billing dispute, COUNTY shall submit any such dispute in writing to TEMECULA. The PARTIES shall diligently and in good faith work to resolve any such dispute and COUNTY shall pay the balance due, if any, within a reasonable period of time.

GENERAL PROVISIONS

1. The foregoing recitals are incorporated herein and made a part of this Agreement by this reference.
2. This Agreement, including all exhibits, constitutes the entire agreement of the PARTIES with respect to its subject matter. Each PARTY mutually agrees that this Agreement supersedes any previous agreement and/or amendments thereto for sharing incurred costs related to the INSTALLATIONS shown in Exhibit A. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES, and no verbal understanding, or agreement not specifically incorporated herein in writing shall be binding on either PARTY hereto.
3. Once signed by all PARTIES, this Agreement shall remain in force until June 30, 2028, unless terminated sooner in accordance with this section. This Agreement may be terminated by any PARTY for any reason, with or without cause, upon thirty (30) days written notice to the other PARTY of such termination. Any payment obligation then outstanding shall survive such termination. This Agreement may be extended for concurrent five (5) year terms starting on June 30, 2028, if the PARTIES, through their respective governing bodies, mutually agree to the extensions in writing and mutually agree to the hourly rate to be charged for services.
4. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
5. Except as otherwise provided in this Agreement, this Agreement may be amended or revoked at any time by a written agreement executed by TEMECULA and COUNTY. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all PARTIES. No waiver of any provision of this Agreement shall be valid unless in writing and

signed by the PARTY granting such waiver, and in no event shall any such waiver be deemed to be a waiver of any other term, covenant or condition of this Agreement.

6. Each of the PARTIES shall bear its own fees and costs, including without limitation attorney's fees, in the event of any dispute pertaining to this Agreement.
7. This Agreement shall be construed and governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside County, California, and the PARTIES waive any provision of law providing for a change of venue to another location.
8. Neither PARTY shall delegate or assign any interest in this Agreement without the prior written consent of the other PARTY. Any attempt to delegate or assign any interest herein without the prior written consent of the other PARTY shall be deemed void and of no force or effect.
9. Each PARTY has had the opportunity to consult with its own attorney with respect to this Agreement, and in the event that any language contained herein is construed to be vague or ambiguous, this Agreement shall not be strictly construed against any PARTY.
10. Under this Agreement, ownership and title to all materials, equipment, and appurtenances installed in TEMECULA shall be vested in TEMECULA and all materials, equipment, and appurtenances installed in COUNTY shall be vested in COUNTY.
11. Under this Agreement, COUNTY agrees to allow TEMECULA to encroach within COUNTY public right-of-way for the purpose of providing routine maintenance work and emergency call-out service on traffic signals and safety lighting, electrically operated traffic control devices, or signs associated with the INSTALLATIONS shown in Exhibit A. If requested by COUNTY, TEMECULA shall obtain an encroachment permit from COUNTY prior to encroaching within COUNTY's public right-of-way.
12. Neither TEMECULA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is also agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold TEMECULA harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement except to the extent that such injury results from TEMECULA'S own misconduct or negligence.
13. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TEMECULA under or in connection with any work, authority or jurisdiction delegated to TEMECULA under this Agreement. It is also agreed that pursuant to Government Code Section 895.4, TEMECULA shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as

defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TEMECULA under or in connection with any work, authority or jurisdiction delegated to TEMECULA under this Agreement except to the extent that such injury results from COUNTY'S sole misconduct or negligence.

14. TEMECULA and/or its contractors performing work under this Agreement shall maintain in force during the term of this Agreement, adequate insurance by insurance carriers admitted in California against such losses and risks and in such amounts with such deductibles as are necessary to cover the services hereunder. This includes, but is not limited to, a policy of Commercial Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. TEMECULA and/or its contractors performing work under this Agreement shall also maintain statutory Worker's Compensation insurance. Insurance policies shall name COUNTY, its officers, agents, and employees as Additional Insureds. Insurance policies shall be endorsed to waive subrogation in favor of the County of Riverside. TEMECULA shall provide Certificates of Insurance and all endorsements which meet the requirements of this section to COUNTY upon execution of this Agreement and annually thereafter.
15. In providing the services described in this Agreement, TEMECULA and its staff and contractors (if applicable) shall be considered independent contractors and shall not be considered COUNTY employees for any purpose, including but not limited to retirement, health care or any other benefits which may otherwise accrue to COUNTY employees. TEMECULA expressly waives any claim TEMECULA may have to any such rights. TEMECULA staff or contractors shall at all times be under TEMECULA's exclusive direction and control and shall be located at TEMECULA facilities. Neither COUNTY, its officials, officers, employees or agents, shall have control over the conduct of TEMECULA or any of TEMECULA's officials, officers, employees, or agents except as set forth in this Agreement. TEMECULA shall have no authority to bind COUNTY in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against COUNTY, whether by contract or otherwise, unless such authority is expressly conferred by this Agreement. TEMECULA shall not at any time or in any manner represent that TEMECULA or any of TEMECULA's officials, officers, employees or agents are in any manner officials, officers, employees or agents of COUNTY. TEMECULA shall pay all wages, salaries and other amounts due its personnel in connection with their provision of the services hereunder and as required by law.
16. TEMECULA and its contractors shall comply with all State or other licensing requirements to perform the services herein. TEMECULA warrants that it and its contractors have all necessary licenses, permits, approvals, certificates, waivers, and exemptions necessary for performance under this Agreement as required by all applicable laws and regulations and shall maintain these throughout the term of this Agreement.
17. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing (such as Federal Express or UPS)), sent by email, telecopier or facsimile machine capable of confirming transmission and receipt,

Revised: 2-25-23

or sent by certified or registered mail, return receipt requested, postage prepaid, to the following PARTIES at the following addresses or numbers:

TEMECULA: City of Temecula
41000 Main Street
Temecula, California 92590
Attn: Patrick Thomas, Director of Public Works/City Engineer
(951) 694-6400
(951) 694-6475 Fax

COUNTY: County of Riverside
4080 Lemon Street
Riverside, California 92501
Attn: Mark Lancaster, Director of Transportation
(951) 955-6080

18. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The PARTIES further agree that the electronic signatures of the PARTIES included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the PARTY using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

Revised: 2-25-23

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the dates set forth below:


CITY OF TEMECULA

COUNTY OF RIVERSIDE

Dated: _____

Dated: 12/12/2023

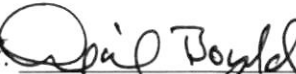
By: _____
Zak Schwank, Mayor

By: 
Kevin Jeffries, Chair
Board of Supervisors

ATTEST:

ATTEST:

By: _____
Randi Johl, City Clerk

By: 
Kimberly Rector, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:
MINH TRAN, COUNTY COUNSEL

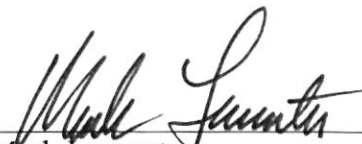
Peter Thorson, City Attorney

By: 
Deputy County Counsel

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____
Patrick Thomas, P.E.
Director of Public Works/City Engineer

By: 
Mark Lancaster
Director of Transportation

**EXHIBIT A
INSTALLATIONS
(Shared Traffic Signal Locations)**

NO	LOCATION	OPERATION / MAINTENANCE RESPONSIBILITY		MAINTENANCE COST		ELECTRICAL COST	
		% Temecula	% County	% Temecula	% County	% Temecula	% County
1	Butterfield Stage Road at La Serena Way	100	0	50	50	50	50
2	Butterfield Stage Road at Rancho California Road	100	0	50	50	50	50
3	Butterfield Stage Road at Pauba Road	100	0	75	25	75	25
4	Butterfield Stage Road at Avenida Lestonnac	100	0	33	67	33	67

**EXHIBIT B
STANDARD BILLING RATES
CITY OF TEMECULA
STAFF AND EQUIPMENT**

The shared signal maintenance cost per signal shall be \$6,900.

Should extraordinary events such as signal knockdowns, cabinet knockdowns, etc. occur, the EXTRA WORK will be billed on an hourly basis as shown below. Cost for materials will be shared based on the maintenance cost in Exhibit A.

STAFF POSITION	REGULAR RATE	OVERTIME RATE
Senior Signal Technician	\$50.40/hour	\$75.60/hour
On-Call Signal Contractor	\$93.25/hour (call out)	\$125.05/hour

EQUIPMENT	REGULAR RATE
Service Truck	\$38.20/hour
Bucket Truck	\$58.02/hour
Changeable Message Sign	\$16.20/hour

Standard Billing Rates are shown per hour and are pro-rated for any portion of an hour.