

**AGREEMENT
FOR TRAFFIC SIGNAL AND SAFETY LIGHTING INSPECTION
BETWEEN THE COUNTY OF RIVERSIDE
AND THE CITY OF MENIFEE**

This Agreement for Traffic Signal and Safety Lighting Inspection (hereinafter "Agreement") is entered into this ____ day of _____, 2024 by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY") and the City of Menifee, a municipal corporation, (hereinafter "CITY").

RECITALS

- A. CITY desires that the COUNTY, by and through its Transportation Department, provide, upon request, certain inspection services for CITY. Services by other COUNTY departments and/or agencies are not the subject of this Agreement.
- B. COUNTY and CITY desire to define the scope of the inspection services to be provided and the terms and conditions pursuant to which COUNTY will provide the inspection 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 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 approval as set forth herein, COUNTY will provide inspection services as described in Attachment A to this Agreement. COUNTY inspection services shall be provided in compliance with all CITY codes, ordinances, resolutions, regulations and policies (hereinafter "City Codes"). COUNTY shall work directly with CITY and its staff in providing the inspection services. COUNTY staff shall consult with CITY staff if CITY staff requests such consultation. COUNTY shall not be required to, and shall not, respond to any person or entity other than CITY concerning the inspection 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 inspection services for a single project or program or a group or class of projects or programs. CITY shall make all requests for inspection services in writing and CITY'S Contract Administrator, or his designee, shall send such requests to COUNTY'S Contract Administrator, or his designee. Before requesting inspection services, CITY'S Contract Administrator may ask COUNTY'S Contract Administrator for a written estimate of the cost of the inspection services and any established procedure COUNTY may have for providing the inspection services (hereinafter "Service Delivery Procedure").

SECTION 5 - APPROVAL OF REQUESTS

If COUNTY agrees to provide the inspection services requested, COUNTY'S Contract Administrator shall notify CITY'S Contract Administrator in writing. The written notification to

CITY shall include the Service Delivery Procedure, if necessary or requested by CITY. Inspection 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 inspection services if the request for such inspection 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 inspection 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 inspection services has been made and approved in the manner described in Sections 4 and 5 of this Agreement, CITY'S Contract Administrator shall transmit to COUNTY'S Contract Administrator all pertinent information concerning the project or program or group or class of projects or programs.

SECTION 8 - PERSONNEL

In providing the inspection services described in this Agreement, COUNTY and its staff shall be considered independent contractors and shall not be considered CITY employees for any purpose, including but not limited to retirement, health care or any other benefits which may otherwise accrue to CITY 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 CITY, 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 CITY in any manner, or to incur any obligation, debt, or liability of any kind on behalf of or against CITY, 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 CITY. COUNTY shall pay all wages, salaries, and other amounts due its personnel in connection with their provision of the inspection services hereunder as required by law.

SECTION 9 - VEHICLES

COUNTY shall provide all vehicles and equipment necessary to provide inspection services requested by CITY.

SECTION 10 - COST OF SERVICES

CITY shall pay COUNTY for all such inspection 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 inspection services it provides, or each fraction of an hour billed at 1/10th 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. COUNTY hourly rates are subject to change at the start of each new Fiscal Year. COUNTY's Contract Administrator and CITY's Contract Administrator are hereby authorized to amend Attachment B, in writing, to revise the hourly rates.

SECTION 11 - BILLING

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

SECTION 12 - PAYMENTS

CITY shall pay each monthly invoice within thirty (30) days of the date CITY'S Contract Administrator receives the invoice. 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 received the invoice. CITY 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 must be paid within the thirty (30) day period set forth herein.

SECTION 13 – RECORD MAINTENANCE

COUNTY shall maintain all documents and records relating to the inspection 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 inspection services provided by COUNTY pursuant to this Agreement. Such documents and records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to public agency audits and expenditures.

SECTION 14 – RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 13 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 18 of this Agreement.

SECTION 15 - DUTY TO INFORM AND RESPOND

CITY'S Contract Administrator shall promptly address with COUNTY'S Contract Administrator, as CITY deems appropriate, all complaints and correspondence that CITY receives concerning COUNTY'S inspection services. 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 inspection services. CITY shall be responsible for responding to all such inquiries, complaints, and correspondence.

SECTION 16 – STANDARD OF PERFORMANCE

COUNTY represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the inspection services described in this Agreement and that it will perform such inspection 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 inspection services to those required of COUNTY under this Agreement.

SECTION 17 – PERMITS AND LICENSES

COUNTY shall obtain any and all permits, licenses, and authorizations necessary to perform the inspection services described in this Agreement. Neither CITY, not 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 18 - 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: Dennis Acuna
Transportation Director

City of Menifee
Public Works Department
29844 Haun Road
Menifee, CA 92586
Attention: Nick Fidler
Public Works Director

SECTION 19 - OWNERSHIP OF DATA

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

SECTION 20 - CONFIDENTIALITY

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

SECTION 21 - INDEMNIFICATION

Indemnification by COUNTY. Except 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 inspection 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 inspection services under this Agreement including, without limitation, the payment of attorney’s fees.

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

1. The invalidity of CITY’S codes, ordinances, or regulations.
2. How CITY decides to maintain, or prioritize the maintenance of, CITY facilities, including, but not limited to, streets and sidewalks.
3. The design of CITY facilities, including, but not limited to, streets and sidewalks.
4. CITY’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 inspection services provided hereunder. The parties also mutually agree to cooperate with each other in any third-party legal action concerning this Agreement and the inspection 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 22 - 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 23 – 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 24 - 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 25 - 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 26 - 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 27 - 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 28 - TERM

This Agreement shall be effective as of July 1, 2024 and shall remain in effect until June 30, 2030. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. This Agreement may be extended for an agreed upon term, starting June 30, 2030 if the parties, through their respective governing bodies, mutually agree to the

extension in writing and mutually agree on the hourly rates to be charged for inspection services.

SECTION 29 - 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 30 - 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.

[Intentionally Left Blank; Signature Page Follows]

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be duly executed this day and year first written above.

APPROVALS

COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

Deputy County Counsel

Jeffrey T. Melching, City Attorney

APPROVED BY BOARD OF SUPERVISORS:

APPROVED BY CITY COUNCIL:

Chuck Washington, Chair

Riverside County Board of Supervisors

Bill Zimmerman, Mayor

City of Menifee

Dated: _____

Dated: _____

ATTEST:

ATTEST:

CLERK OF THE BOARD

CITY CLERK:

By: _____

By: _____

Deputy

Stephanie Roseen, Acting City Clerk

(SEAL)

ATTACHMENT A

Transportation Department Services

Upon request and approval as set forth in this Agreement, the Transportation Department will provide inspection services for new development and capital improvement projects, including, but not limited to, the following:

1. New traffic signals
2. Modified traffic signals
3. New lights or flashers

ATTACHMENT B

Hourly Rates for Inspection Services

[Attachment Begins on Following Page]

FY25 ICAP City Rates By Position

Prepared By: Francisco Herrera

Revised: 04/04/24

Effective date 7-1-2024

Descr	Job Code	DeptID	Division	City Rate
OFFICE ASSISTANT III	13866	31301	Transportation Department / Engineering	\$95.26
EXECUTIVE ASSISTANT I	14005	31301	Transportation Department / Engineering	\$112.46
EXECUTIVE ASSISTANT II	14006	31301	Transportation Department / Engineering	\$127.60
LANDSCAPE PLANS EXAMINER I	33206	31301	Transportation Department / Engineering	\$191.54
LANDSCAPE PLANS EXAMINER II	33207	31301	Transportation Department / Engineering	\$202.02
ENV COMPLIANCE INSPECTOR II	33225	31301	Transportation Department / Engineering	\$159.27
AGENCY PROGRAM ADMINISTRATOR	73999	31301	Transportation Department / Engineering	\$201.14
ADMIN SVCS ANALYST II	74106	31301	Transportation Department / Engineering	\$159.05
ADMIN SVCS OFFICER	74213	31301	Transportation Department / Engineering	\$203.21
PUBLIC INFORMATION SPECIALIST	74233	31301	Transportation Department / Engineering	\$176.83
CONTRACTS & GRANTS ANALYST	74293	31301	Transportation Department / Engineering	\$202.25
ENVIRONMENTAL PROJECT MANAGER	74810	31301	Transportation Department / Engineering	\$264.98
TRANSPORTATION DIVISION MGR-EC	74812	31301	Transportation Department / Engineering	\$304.19
ASSOC TRANSPORTATION PLANNER	74829	31301	Transportation Department / Engineering	\$212.61
SR TRANSPORTATION PLANNER	74831	31301	Transportation Department / Engineering	\$244.58
REAL PROPERTY AGENT II	74918	31301	Transportation Department / Engineering	\$136.40
SR REAL PROPERTY AGENT	74921	31301	Transportation Department / Engineering	\$178.45
SUPV REAL PROPERTY AGENT	74920	31301	Transportation Department / Engineering	\$196.67
ENGINEERING PROJECT MGR	76419	31301	Transportation Department / Engineering	\$287.12
JUNIOR ENGINEER	76420	31301	Transportation Department / Engineering	\$171.27
ASST ENGINEER	76421	31301	Transportation Department / Engineering	\$191.54
ASST CIVIL ENGINEER	76422	31301	Transportation Department / Engineering	\$202.02
ASSOC ENGINEER	76423	31301	Transportation Department / Engineering	\$213.02
ASSOC CIVIL ENGINEER	76424	31301	Transportation Department / Engineering	\$229.77
SR CIVIL ENGINEER	76425	31301	Transportation Department / Engineering	\$256.65
ENGINEERING DIVISION MANAGER	76452	31301	Transportation Department / Engineering	\$304.19
GIS SENIOR ANALYST	77106	31301	Transportation Department / Engineering	\$204.72
SR ACCOUNTANT	77413	31301	Transportation Department / Engineering	\$170.68
SR ADMINISTRATIVE SVCS ANALYST	77623	31301	Transportation Department / Engineering	\$165.43
PRINCIPAL CONST INSPECTOR	97413	31301	Transportation Department / Engineering	\$220.38
ENGINEERING AIDE	97421	31301	Transportation Department / Engineering	\$107.65
ENGINEERING TECH I	97431	31301	Transportation Department / Engineering	\$140.27
ENGINEERING TECH II	97432	31301	Transportation Department / Engineering	\$155.94
SR ENG TECH	97433	31301	Transportation Department / Engineering	\$180.70
PRINCIPAL ENG TECH	97434	31301	Transportation Department / Engineering	\$227.76
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department / Engineering	\$240.34
OFFICE ASSISTANT III	13866	31301	Transportation Department/ Highway Operations	\$95.26
EXECUTIVE SECRETARY	13929	31301	Transportation Department/ Highway Operations	\$141.36
EXECUTIVE ASSISTANT I	14005	31301	Transportation Department/ Highway Operations	\$112.46
TRANSPORTATION WAREHSE WKR II	15822	31301	Transportation Department/ Highway Operations	\$124.24
TRANSPORTATION WAREHSE WKR I	15823	31301	Transportation Department/ Highway Operations	\$101.01
COOK	54431	31301	Transportation Department/ Highway Operations	\$88.94
LABORER	62202	31301	Transportation Department/ Highway Operations	\$93.55
BRIDGE CREW WORKER	66501	31301	Transportation Department/ Highway Operations	\$132.00
CREW LEAD WORKER	66502	31301	Transportation Department/ Highway Operations	\$134.23
LEAD BRIDGE CREW WORKER	66504	31301	Transportation Department/ Highway Operations	\$146.82
DISTRICT ROAD MAINTENANCE SUPV	66509	31301	Transportation Department/ Highway Operations	\$200.46
EQUIPMENT OPERATOR I	66511	31301	Transportation Department/ Highway Operations	\$131.62

Descr	Job Code	DeptID	Division	City Rate
EQUIPMENT OPERATOR II	66512	31301	Transportation Department/ Highway Operations	\$141.79
SR EQUIPMENT OPERATOR	66513	31301	Transportation Department/ Highway Operations	\$152.45
TRUCK & TRAILER DRIVER	66516	31301	Transportation Department/ Highway Operations	\$138.22
HIGHWAY MAINT SUPERINTENDENT	66524	31301	Transportation Department/ Highway Operations	\$231.61
HIGHWAY OPS SUPERINTENDENT	66526	31301	Transportation Department/ Highway Operations	\$271.56
MAINTENANCE & CONST WRKR	66529	31301	Transportation Department/ Highway Operations	\$113.71
ASST DISTRICT ROAD MAINT SUPV	66561	31301	Transportation Department/ Highway Operations	\$185.61
SIGN MAKER	66580	31301	Transportation Department/ Highway Operations	\$133.01
TRAFFIC CONTROL PAINTER	66581	31301	Transportation Department/ Highway Operations	\$129.55
LEAD TRAFFIC CONTROL PAINTER	66582	31301	Transportation Department/ Highway Operations	\$139.53
TREE TRIMMER	66591	31301	Transportation Department/ Highway Operations	\$120.78
LEAD TREE TRIMMER	66592	31301	Transportation Department/ Highway Operations	\$143.12
TRAFFIC SIGNAL TECH	97381	31301	Transportation Department/ Highway Operations	\$178.12
SR TRAFFIC SIGNAL TECHNICIAN	97382	31301	Transportation Department/ Highway Operations	\$191.93
TRAFFIC SIGNAL SUPERVISOR	97383	31301	Transportation Department/ Highway Operations	\$215.88
ASST TRAFFIC SIGNAL SUPV	97384	31301	Transportation Department/ Highway Operations	\$204.47
ENGINEERING TECH II	97432	31301	Transportation Department/ Highway Operations	\$155.94
PRINCIPAL ENG TECH	97434	31301	Transportation Department/ Highway Operations	\$227.76
TECHNICAL ENGINEERING UNIT SPV	97435	31301	Transportation Department/ Highway Operations	\$240.34