

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

360



FROM: Economic Development Agency

SUBMITTAL DATE:
June 22, 2009

SUBJECT: Service Agreement between the Economic Development Agency and the City of Menifee

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman to execute the attached service agreement between the Economic Development Agency and the City of Menifee in the amount of \$500,906.31; and
2. Authorize the Assistant County Executive Officer/EDA or designee to execute ministerial amendments and renewals, and to administer the City of Menifee service agreement.

BACKGROUND: The City of Menifee was incorporated on October 1, 2008 and as part of the incorporation all or a portion of CSA's 33, 43, 80, 84, 86, 138, and 145 were included in the city. The Economic Development Agency on behalf of the County Service Areas has continued to provide services during the transition period. The City of Menifee has requested to contract with the Economic Development Agency to provide services for the next fiscal year beginning July 1, 2009. Staff recommends that the Board of Supervisors approve the attached service agreement.

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 500,906.31	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009-2010

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: City of Menifee	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Larisa R-Mckenna*
DATE: *6/22/09*
Departmental Concurrence

Policy Policy
Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: **District:** 3 **Agenda Number:**

3.29

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

1 hundred thousand nine hundred and six dollars and thirty one cents, (\$500,906.31) to be paid
2 quarterly for the fiscal year. COUNTY shall submit an invoice to the CITY for all work
3 completed. The CITY shall reimburse COUNTY within thirty (30) days of receipt of invoice.

4 **3. AMENDMENTS TO WORK PROGRAM.** The City is authorized to approve
5 and execute changes to the Agreement. Such changes shall be mutually agreed upon by and
6 between the CITY and COUNTY and shall be incorporated in written amendments to this
7 Agreement.

8 **4. TERM OF THE AGREEMENT.** This Agreement duration shall be for a period
9 of one (1) year commencing July 1, 2009.

10 **5. COOPERATION BY AGENCY.** All information, data, reports, records, and
11 maps existing, available to the CITY and necessary for carrying out the work described, shall be
12 furnished to COUNTY without charge by the CITY. The CITY shall cooperate with COUNTY
13 as appropriate to facilitate, without undue delay, the work to be performed under this Agreement.

14 **6. DESIGNATED REPRESENTATIVES.** The following individuals are hereby
15 designated as representatives of the CITY and COUNTY respectively to act as liaison between
16 the parties:

<u>CITY</u>	<u>COUNTY</u>
George Wentz, City Manager	Bill Brown, Operations Manager
City of Menifee	Riverside County
29714 Haun Road	Economic Development Agency
Menifee, CA 92586	P.O. Box 1180
Riverside, CA 92502	Riverside, CA 92502
(951) 672-6777 (Office)	(951) 955-8916 (Office)
(951) 679-3843 (Fax)	(951) 955-9505 (Fax)

22 Any change in designated representatives shall be promptly reported to the other party in
23 order to ensure proper coordination of the Project.

24 **7. STANDARDS OF PERFORMANCE.** COUNTY shall comply with all
25 applicable laws, ordinances and codes of the federal, state and local governments while
26 performing the services described herein in a good, skillful, and professional manner.

1 **8. OWNERSHIP OF DOCUMENTS.** Documents, reports and materials prepared
2 under this Agreement shall become the property of the CITY upon receipt by the CITY'S
3 designated representative named in Section 6 of this Agreement.

4 **9. PERSONNEL AND ASSIGNMENT.** COUNTY represents that it has all
5 personnel required to perform the services under this Agreement or will subcontract for
6 necessary services. COUNTY'S personnel shall not be employed by, nor have any direct
7 contractual relationship with, the CITY. All services required hereunder shall be performed by
8 COUNTY, its employees, or personnel under direct contract with COUNTY or subcontractors, it
9 being specifically provided, however, that COUNTY shall not assign or subcontract the
10 performance of this Agreement nor any part thereof without the prior written consent of the
11 CITY. Any attempt to assign or delegate any interest or obligation herein without said consent
12 shall be void and of no force or effect.

13 **10. NON-DISCRIMINATION REQUIREMENTS.** COUNTY shall ensure that
14 there shall be no discrimination against or segregation of any person, or group of persons, on
15 account of sex, marital status, race, religion, color, creed, national origin or ancestry in the
16 performance of this Agreement and that COUNTY, Contractor, or any person claiming under or
17 through the CITY shall not establish or permit any such practice or practices of discrimination or
18 segregation.

19 **11. LEGAL REVIEWS.** The CITY may, in its sole and exclusive discretion,
20 conduct reviews to determine the legal sufficiency of any and all documents prepared by
21 COUNTY, by or through County Counsel.

22 **12. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by
23 and construed in accordance with the laws of the State of California. The parties agree that this
24 Agreement has been entered into at Riverside, California, and that any legal action related to the
25 interpretation or performance of the Agreement shall be filed in the Superior Court of the State
26 of California, in Riverside, California.

27 **13. ATTORNEY'S FEES.** In the event of any litigation or arbitration between
28 CITY and COUNTY to enforce any of the provisions of this Agreement or any right of either

1 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay the prevailing
2 party all costs and expenses, including reasonable attorneys' fees, incurred therein by the
3 prevailing party, all of which shall be included in and as a part of the judgment rendered in such
4 litigation or arbitration.

5 **14. AUTHORITY OF CONSULTANT.** COUNTY and its agents, servants,
6 employees and subcontractors shall act at all times in an independent capacity during the term of
7 this Agreement, and shall not act as, and shall not be, nor shall they in any manner be construed
8 to be, agents, officers or employees of CITY, and further, COUNTY, its agents, servants,
9 employees and subcontractors, shall not in any manner incur or have the power to incur any debt,
10 obligation or liability whatever against the CITY.

11 **15. TERMINATION.** Either party may terminate this Agreement upon thirty (30)
12 days written notice to the other. In the event of such termination, COUNTY shall be
13 compensated for all services performed and expenses incurred to the date of notice of
14 termination as described in a written report to the CITY prepared by the COUNTY. Upon
15 termination, the COUNTY shall submit to the CITY all materials and reports (including any
16 uncompleted reports or unfinished work). Such compensation shall be paid within thirty (30)
17 days of termination.

18 **16. NOTICES OF TERMINATION.** Notice of termination by CITY to COUNTY
19 shall be deemed delivered if sent by certified mail, return receipt requested, to: Bill Brown,
20 Operations Manager, Riverside County Economic Development Agency, P.O. Box 1180,
21 Riverside, CA, 92502. Notice by COUNTY to CITY shall be deemed delivered if sent by
22 certified mail, return receipt requested to: City Manager, City of Menifee, 29714 Haun Road,
23 Menifee, CA, 92586.

24 **17. CONFLICT OF INTEREST.** COUNTY represents and agrees that COUNTY
25 has not employed any person to solicit or procure this Agreement and has not made, and will not
26 make, any payment or any agreement for the payment of any commission, percentage,
27 brokerage, contingent fees, or other compensation in connection with the procurement of this
28 Agreement.

1 **18. INDEPENDENT CONTRACTOR.** It is understood and agreed that COUNTY
2 is an independent contractor and that no relationship of employer-employee exists between the
3 parties hereto. COUNTY shall not be entitled to any benefits payable to employees of CITY
4 including City Workers' Compensation Benefits. It is further understood and agreed by the
5 parties hereto that COUNTY, in the performance of its obligation hereunder, is subject to the
6 control or direction of CITY merely as to the result to be accomplished by the services hereunder
7 agreed to be rendered and performed and not as to the means and methods of accomplishing the
8 results. COUNTY, its employees and agents shall maintain professional licenses required by the
9 laws of the State of California at all times while performing services under the Agreement.

10 **19. ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a
11 final expression of their understanding with respect to the subject matter hereof and as a
12 complete and exclusive statement of the terms and conditions thereof and supersedes any and all
13 prior and contemporaneous agreements and understandings, oral or written, in connection
14 therewith. Any amounts to or clarification necessary to this Agreement shall be in writing and
15 acknowledged by all parties to the Agreement. This Agreement may be changed or modified
16 only upon the written consent of the parties.

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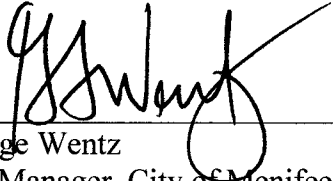
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IN WITNESS WHEREOF, the CITY and COUNTY have executed this Agreement as of this date _____.

COUNTY

CITY

By: _____
Jeff Stone
Chairman, Board of Supervisors

By: 
George Wentz
City Manager, City of Menifee

APPROVED AS TO FORM:

By:  6/24/09
County Counsel

Exhibit "A"

CITY OF MENIFEE SERVICE AGREEMENT FISCAL YEAR 2009-2010

County will provide the following staffing in accordance with the listed cost:

<u>Maintenance Staff</u>	<u>Full Time Equivalent</u>	<u>COST (Salary & Benefits)</u>
Facilities Caretaker	100%	\$53,365.00
Senior Facilities Caretaker	25%	\$16,459.54
Facilities Manager	15%	\$ 7,406.79
<u>Recreation Staff</u>		
Community Center Director	100%	\$71,259.81
Community Center Assistant	100%	\$56,969.17
Recreation Coordinator	25%	\$11,170.00
Recreation Coordinator	25%	\$11,170.00
Sports Coordinator	25%	\$19,560.00
Overtime/Emergency Repairs		\$15,000.00
Event Staffing		\$25,000.00
Total Staff		\$287,360.31
 <u>Vehicles:</u>		
Facilities Caretaker	100%	\$6,000.00
Senior Facilities Caretaker	25%	\$1,500.00
Facilities Manager	15%	\$ 900.00
Recreation Coordinator	25%	\$1,500.00
Recreation Coordinator	25%	\$1,500.00
Sports Coordinator	25%	\$1,500.00
Total Vehicles		\$12,900.00
 Tools & Safety Equipment		 \$2,400.00
Uniforms		\$1,200.00
Total Tools, Uniforms, & Equipment		\$3,600.00
 Miscellaneous Supplies		 \$2,400.00
Fertilizer & Chemicals		\$5,000.00
Landscape Maintenance		\$50,000.00
Total Supplies, Chemicals, & Landscaping		\$57,400.00
 Movie Licensing		 \$2,000.00
Recreation Supplies		\$2,500.00
Total Licensing & Recreation Supplies		\$4,500.00
 Assessment Engineering		 \$15,000.00
Tax Roll Maintenance		\$45,146.00
Administration & Support		\$75,000.00
Total Tax Roll and Administration		\$135,146.00
 Total Contract Services provided by County		 \$500,906.31

City Provided Services: (Accounts will be transferred to City on or before July 1, 2009)

- 1) Electricity: All parks, Lazy Creek Comm Center, and streetscapes (irrigation controllers)
- 2) Water & Sewer: All parks, Lazy Creek Community Center, and streetscapes
- 3) Trash Service: Lazy Creek Park, Peterson Park, La Ladera Park
- 4) Phone lines (irrigation controllers) at select sites
- 5) Streetlights throughout affected area
- 6) Portable Restroom Service: Marsh Park (optional)
- 7) Security Patrol (Optional)

Facilities to be maintained by County: (July 1, 2009 to June 30, 2010)

- 1) **Lazy Creek Community Center:** 26480 Lazy Creek Road, Menifee, CA.
-County to provide all building maintenance.
-County to provide facility staffing (Monday-Friday, 8-5pm)
- 2) **Lazy Creek Park:** 26480 Lazy Creek Road, Menifee, CA.
-County to provide all landscape/park maintenance.
- 3) **Marsh Park:** 27050 School Park Drive, Menifee, CA.
-County to provide all landscape/park maintenance.
- 4) **Nova Park:** 25444 Nova Lane, Menifee, CA.
-County to provide all landscape/park maintenance.
- 5) **Peterson Park:** 29621 Park City Avenue, Menifee, CA.
-County to provide all landscape/park maintenance.
-County to maintain fixtures at restroom facility.
- 6) **La Ladera Park:** 29629 La Ladera Road, Menifee, CA.
-County to provide all landscape/park maintenance
-County to maintain fixtures at restroom facility.
- 7) **Rancho Ramona Park:** 28050 Encanto Drive, Menifee, CA.
-County to provide all landscape/park maintenance.
- 8) **Calle Thomas Streetscape** (Individual lots, .50 acres, Calle Thomas & Newport Road)
-County to provide all landscape maintenance.
- 9) **Gallery Oaks Streetscape:** (Tract 30664, .68 acres, Murrieta Road & Wickerd Road)
-County to provide all landscape maintenance.
- 10) **Woodside Homes Nelson 55 Streetscape:** (Tract 30902, .40 acres, Nordic Lane, Holland Road, Sherman Road)
-County to provide all landscape maintenance.

County will provide the following Recreation Programming:

- Daily activities at Lazy Creek Community Center (Preschool, Computer Lab, Leaders in Training, After-School programs)
- County to plan, organize, and schedule activities & sports (parks & community center)
- One large community event per month (i.e. Easter Egg Hunt, Mother's Day, Astronomy Day, Halloween, Breakfast w/Santa)
- Youth Summer Camp: June-August (Monday-Friday, 1 Field Trip per week)
- Movie in the Park (La Ladera Park): June 25, July 9, July 23, August 13, August 27 (includes pre-show activities, arts & crafts, games, set-up, breakdown,)
- City and County will work together to determine, set, and allocate fees, as appropriate. Unless otherwise directed by City, the County shall continue to use current fees for programs and services. Fees collected for programs or services not otherwise reimbursed to instructors shall

offset against the operation costs of the programs and facilities and reflected on a credit on the invoices to the City.

County will provide the following Special District Administration:

- County to maintain previous CSA Tax Rolls for CSA 33, 43, 80, 84, 86, 138, 145.
- Answer questions from the public regarding special tax assessments.
- Handle questions from developers regarding special tax assessments.
- Audit parcels for accuracy.
- Set- up fund numbers for accounting.
- Research CSA tax bills for residents.
- Assist with preparation for Notice of Intent/Public Hearing for CSA charges.
- Prepare documents for City when requested for public hearings.
- Attend City Council meetings for CSA matters.
- Provide all required licenses/certifications for equipment and staff.

Additional Pre-Approved Purchases to be Reimbursed to the County by the City include the following but not limited to:

- City approved advertising for each event and programming
- Printing costs, flyers, banners for each event
- Recreation supplies, arts & crafts for each large event
- Equipment rentals for Special Events
- Replacement equipment for parks & facilities

Optional County Services at Additional Costs:

Assessment Engineering/Annexation for new developments \$1,555.00 + \$20 per unit

- *County to provide all required licenses/certifications for equipment and staff
- *County to plan, organize, and schedule activities & sports (parks & community center)
- *County to provide project staffing for future park improvements