

FORM APPROVED COUNTY COUNSEL
 BY: JIMMY HERRERA 7/17/09
 DATE

622



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

FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:
 July 21, 2009

SUBJECT: Ratification of the Agreement with the City of Menifee to provide Environmental Services.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the attached Agreement between the Department of Environmental Health and the City of Menifee, for the performance period from July 1, 2009, through June 30, 2010, to continue annually thereafter;
- 2) Authorize the Chairperson to execute said Agreement on behalf of the County of Riverside.

BACKGROUND: The City of Menifee (City) has requested the Department of Environmental Health (Department) to provide various environmental health services. This contract would allow the Department to provide the following services: mosquito control, domestic rodent control, fly control, sewage, trash and garbage complaints, environmental planning review and technical assistance, plan review, and annual operational inspections.

Steve Van Stockum

SVS:JW:lr

Steve Van Stockum, Director
 Environmental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: Upon ratification of this agreement, fees for service.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: Michael R. Shetler
 Michael R. Shetler

County Executive Office Signature

Dept' Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 3

Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.9

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Community Health Agency/ Department of Environmental Health

July 21, 2009

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BACKGROUND continued:

The City of Menifee has agreed to pay the County for vector related and other contract services at the current hourly rate, as prescribed in Riverside County Ordinance No. 640, for the cost of specific services rendered to City. In some instances the applicant or homeowner may be required to pay fees for certain land development activities to the Department.

The City or applicant will provide full reimbursement for our time and costs.

AGREEMENT BETWEEN THE CITY OF MENIFEE AND THE COUNTY OF RIVERSIDE FOR
VECTOR CONTROL SERVICES, TECHNICAL ASSISTANCE PLAN REVIEW, INSPECTION
AND OTHER SERVICES PROVIDED THROUGH THE
COMMUNITY HEALTH AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH

This Agreement is entered into between the City of Menifee (hereinafter referred to as "City"), and the County of Riverside, through its Community Health Agency, Department of Environmental Health (hereinafter referred to as "County")(collectively, the "Parties").

WHEREAS, City desires the County to provide Vector Control Services that include plague surveillance, mosquito surveillance, fly and mosquito control, rodent and cockroach control, advice and assistance, community awareness and abatement projects, complaint response, public presentations, consultations, and public education with flyers and booklets;

WHEREAS City has adopted Riverside County Code section 8.36 *et. seq.*, and desires the County to enforce said ordinances;

WHEREAS, City desires the County to provide Technical Assistance, Plan Review and Inspection Services for onsite waste water treatment system design, installations and operations; and

WHEREAS, County has personnel with sufficient training and expertise to provide such services;

NOW THEREFORE, the Parties agree as follows:

1. SERVICES TO BE RENDERED. County shall furnish personnel, materials and supplies to perform the following services:

A. Mosquito Control Services:

- 1) Respond to citizen complaints and requests for assistance concerning mosquitoes and, when appropriate, take action(s) to abate or control the vector(s).
- 2) Conduct mosquito surveillance and control activities, including, but not limited to, fact-finding, inventory of breeding sources, education and consultation, issuing citations, following-up with the offending party when necessary, appearing in court as witness, and taking direct control action to include biological and chemical control when necessary.

B. Domestic Rodent Control Services:

- 1) Investigate all reported infestations of domestic rodents. Offer advice on correct methods as may be necessary to ensure control, including pest abatement for Rattus and Rattus norvegicus only; provide advice on the elimination of harborages and attractants; and provide education/consultation.

- 2) Maintain a program of public education, consultation, and assistance in preventing, detecting and eliminating domestic rodent and ectoparasite infestation.

C. Fly Control Services:

- 1) Investigate citizen complaints concerning flies and animal waste, take action to eliminate fly breeding sources where practical, i.e., issuing citations, following-up with the offending party when necessary, and appearing in court as witness.
 - a) Cooperate with agriculturalists, farm groups, civic groups, schools, industries and other interested parties in solving area fly problems;
 - b) Provide notice to residents and area chemical control only when approved in advance by the City;
 - c) All complaints or reports under a, b and c shall receive a response as soon as practical, typically based on the type of matter.

D. Other Vector Control Services: Respond to requests for assistance and to citizen complaints with information and advice, and where necessary and practical to eliminate source problems. County will not provide chemical or biological treatment of house vectors. Other vectors include, but are not limited to cockroaches, food-infesting pests and insects, ticks, mites, lice, fleas, and bed bugs; venomous insects such as bees, wasps, yellow jackets, hornets and ants; other venomous arthropods such as scorpions and spiders, and vertebrate pests and vectors such as native rodents, rattle snakes, pest birds, bats and skunks, among others.

E. Sewage, Trash and Garbage Complaints: At the request of the City, County shall furnish personnel, materials and supplies to perform the following services: (The County shall not respond to the following citizen complaints within the City without prior approval from the City Manager or his designee.)

Overflowing Sewage: Investigate all complaints of overflowing sewage and abate the situation if justified; including legal action if required, i.e., issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness

Trash and Garbage: Investigate all complaints of illegal storage of household trash and garbage, i.e., solid waste, and abate the situation if justified, including legal action if required, i.e., issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness. This does not include hazardous waste, concrete, wood, construction or demolition materials or debris, abandoned vehicles, tires, scrap metal, motor vehicle parts, or any other items not defined as household trash and garbage.

F. Review and Technical Services:

- 1) Environmental Planning Review and Technical Assistance: Provide Environmental Plan Review and Technical Assistance to the City, at their request, at the current hourly rate as defined in County Ordinance No. 640, to be paid by the proponent, developer, or homeowner; including subdivisions, plot plans, conditional and public use permits, second unit permits, and/or assistance in meetings involving public or private projects. All such review shall be provided within thirty (30) calendar days of request for assistance and payment of fees.
- 2) Plan Review Services: Provide review of onsite wastewater treatment systems (OWTS) for commercial and residential applications. This review will include inspections of the property and technical review of the soil percolation study to ensure compliance with the Regional Water Quality Control Board and the County design standards. County will perform construction inspections, at the applicants' cost, to verify the proper installation of the OWTS. Requests for an onsite wastewater treatment system shall be accompanied by a City application or building permit and shall be presented, in person, by the proponent to a County Environmental Health office for their review. The proponent shall be responsible for the payment of any applicable, current County fee for the type of review requested at the time of submission of the request, as outlined in County Ordinance No. 650. All such review shall be provided within thirty (30) calendar days of submittal of a completed application.
- 3) Annual Operational Inspections: Due to the complex nature of some OWTS, annual inspections may be required to ensure proper operation as specified in County Ordinance No. 650. The inspection fee shall be recovered from the applicant.

2. CHARGES AND PAYMENTS.

- A. For and in consideration of the rendition by County of those services specified in Section 1, A through E, City agrees to pay County at the rate in County Ordinance No. 640 for the cost of specific services rendered to City residents. County accepts the rate established in County Ordinance No. 640 as the total hourly cost to County to provide said services; City agrees to pay County such rate for all time spent rendering such services as described herein, including any travel time, and time spent attending City meetings. In addition, City shall reimburse County for actual costs of pesticides and supplies used. This shall not include any additional costs of pesticides or other services, such as aerial application of pesticides, or aerial photography, which shall be approved in advance by the City.

- B. County shall submit itemized billings for the items as outlined in Attachment "A" of Agreement to City on a quarterly basis, for all services rendered. City agrees to pay all such non-disputed charges within sixty (60) days of receipt of itemized statements therefore.
- C. All administrative citation amounts charged by the County shall be used to offset against amounts charged to the City minus the cost of processing the citation, which would be retained by the County.

3. PERSONNEL.

- A. The services provided by the County shall be performed by County personnel under the control and direction of County. To the extent that City officers or employees may also participate in any of the activities herein provided for, or that peace officers of City (whether working by contract or as City employee) may be called upon to render services, aid or assistance within the boundaries of City, or otherwise to perform law enforcement functions, any expenses thereof shall be borne by City.

4. HOLD HARMLESS.

- A. County agrees to defend, indemnify, and hold harmless City, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, resulting from County's intentional or negligent acts or omissions arising out of activities undertaken pursuant to this Agreement.
- B. City agrees to defend, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all liability, damages, costs, losses, claims and expenses, resulting from City's intentional or negligent acts or omissions arising out of its performance or failure to perform activities undertaken pursuant to this Agreement.

5. MISCELLANEOUS. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof, and as a complete and exclusive statement of the provisions hereof. This Agreement supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only by an instrument in writing signed by both Parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6. RECORDS. County agrees to maintain records and documentation of the services rendered and supplies used pursuant to this Agreement for a period of five (5) years. Such records or copies thereof shall be accessible to City for review upon reasonable notification by City without copying charges.

7. TERM AND RENEWAL. This Agreement shall be for the initial term of one year from July 1, 2009 to June 30, 2010. Thereafter, the Agreement shall continue from year to year until terminated upon thirty (30) days written notice given by either party to the other.

8. NOTICES. All notices and communications under this Agreement shall be made to the following and shall be deemed given when personally delivered, fax with fax return, or 3 business days after being deposited in the U.S. Mail, postage pre-paid, return receipt requested.

COUNTY

CITY

Director
Riverside County, Community Health Agency
Department of Environmental Health
P.O. Box 7600
4065 County Circle Drive
Riverside, CA 92513-7600

City Manager
City of Menifee
29714 Haun Road
Menifee, CA 92586

IN WITNESS WHEREOF, the City of Menifee by action of its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and sealed and attested by the Clerk of said Board.

Dated: June 2, 2009

CITY OF MENIFEE

ATTEST:

By Wallace Edgerton
Mayor

By Bennett
City Clerk

(Seal)

Dated: June 2, 2009

COUNTY OF RIVERSIDE

ATTEST:

By _____
Chairman, Board of Supervisors

Kecia Harper-Ihem
Clerk of the Board

By _____
Deputy

(Seal)

FORM APPROVED COUNTY COUNSEL

BY: JINNY HARA 7/7/09
DATE

**CITY OF MENIFEE QUARTERLY BILLING STATEMENT
COUNTY OF RIVERSIDE, COMMUNITY HEALTH AGENCY
DEPARTMENT OF ENVIRONMENTAL HEALTH**

FROM _____, 20__ to _____, 20__

As per the Agreement signed between the County of Riverside, Community Health Agency, Department of Environmental Health and the City of Menifee, this is the Quarterly Billing Statement for activities performed by Environmental Health.

Attached is documentation of activities performed, personnel hours expended, and any pesticides or supplies used.

The total amount billed for this quarterly period is: \$_____.

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