

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

557



ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 FORM APPROVED COUNTY COUNSEL
 BY: *Karin L. Watts-Bazan* 11/8/12
 KARIN L. WATTS-BAZAN DATE: 11/8/12
 Concurrence

FROM: TLMA/Code Enforcement Department

SUBMITTAL DATE:
November 8, 2012

SUBJECT: Agreement for Code Enforcement services between the County of Riverside and the City of San Jacinto.

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Agreement for Code Enforcement services between the County of Riverside and the City of San Jacinto and authorize the Chairman to execute.

BACKGROUND: The County Code Enforcement Department has reached out to various cities that may be interested in contracting for our services. The City of San Jacinto has a desire for the County of Riverside to provide certain code enforcement services on weekends (Friday, Saturday, and Sunday) through the end of the fiscal year to supplement the level of Code services and staffing that they currently have.

(Continued on Page 2)

Juan C. Perez, Director
Transportation and Land Management

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 57,453	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

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

C.E.O. RECOMMENDATION:

APPROVE
 BY: *Jennifer Sargent*
 Jennifer Sargent

County Executive Office Signature

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

3.46

Form 11 - Agreement for Code Enforcement services between the County of Riverside and the City of San Jacinto.
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The Code Enforcement Department has the expertise and depth of resources to assist the City of San Jacinto with supplemental services in a cost-effective way.

The terms of the Agreement, as detailed in the attachment herewith, call for the Code Enforcement Department to provide certain enforcement services to the City of San Jacinto to enforce local ordinances by means of one (1) Code Enforcement Officer until June 30, 2013 (end of the fiscal year). The nine (9) month contract for Code Enforcement services is \$57,453, actual costs will be prorated based on time served. The Agreement has been approved by the City of San Jacinto.

Services to the City of San Jacinto will be provided by existing Code Enforcement staff budgeted in its FY 2012-13 budget; the additional revenues associated with the contract services provided will help to partially offset a reduction in revenues to Code Enforcement from other sources this year.

**AGREEMENT FOR CODE ENFORCEMENT SERVICES BETWEEN THE COUNTY OF
RIVERSIDE AND THE CITY OF SAN JACINTO**

THIS AGREEMENT is made and executed effective this _____ day of _____, 2012 by and between the County of Riverside, California (hereinafter "COUNTY"), and the City of San Jacinto, California (hereinafter "CITY"), as follows:

RECITALS

- A. CITY desires that COUNTY provide certain code enforcement services on behalf of CITY.
- B. Such code enforcement services shall be provided by the Riverside County Code Enforcement Department (hereinafter "CODE ENFORCEMENT").
- C. COUNTY and CITY desire to define the scope of code enforcement services to be provided and the terms and conditions pursuant to which COUNTY will provide said services.

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 CODE ENFORCEMENT Director, or his designee, shall administer this Agreement on behalf of COUNTY (hereinafter "COUNTY'S contract administrator"). CITY manager, or his designee, shall administer this Agreement on behalf of CITY (hereinafter "CITY'S contract administrator").

SECTION 3 - SCOPE OF SERVICES

COUNTY shall provide the code enforcement services described in Exhibit "A" to this Agreement, which is incorporated herein by this reference. COUNTY shall comply with all CITY codes, ordinances, resolutions, regulations, and policies (hereinafter "CITY codes") in providing the code enforcement services on behalf of CITY. COUNTY shall work directly with CITY and its staff in providing such services and COUNTY staff shall consult with CITY staff if CITY staff desires such consultation. COUNTY shall not be required to, and shall not, respond to any person or entity other than CITY concerning the code enforcement services it provides. CITY shall be responsible for responding to all such persons or entities as set forth herein. This Agreement is related to CODE ENFORCEMENT services only and does not commit any other COUNTY agency to provide services and specifically does not include legal services.

SECTION 4 - DANGEROUS CONDITIONS

COUNTY is hereby authorized to immediately remedy any dangerous condition it encounters in the course of providing code enforcement services, and CITY hereby agrees to pay 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, it shall immediately notify CITY'S contract administrator in writing by e-mail or facsimile before COUNTY incurs costs for remediation.

SECTION 5 - PERSONNEL

In providing the code enforcement services described in this Agreement, COUNTY and its staff shall be considered independent contractors and shall not be considered CITY employees for any purpose. COUNTY staff shall at all times be under COUNTY'S exclusive direction and control. CITY, nor its officials, officers, employees, or 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. 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 such personnel in connection with the code enforcement services to be provided pursuant to the terms of this Agreement and as required by law and COUNTY shall be responsible for any and all claims made by such personnel, including but not limited to workers' compensation and personal injury. Neither COUNTY, nor any of COUNTY'S officials, officers, employees, or agents shall obtain any rights to retirement, health care, or any other benefits that may otherwise accrue to CITY'S employees. COUNTY expressly waives any claim COUNTY may have to any such rights. CITY will have the authority to request reassignment, and COUNTY will reassign, any COUNTY employee working under this Agreement if for any reason the employee(s) are incompatible with the philosophy or culture CITY wishes to create within CITY'S code enforcement program.

SECTION 6 - VEHICLES

If CITY chooses to provide vehicles for COUNTY'S use in providing professional services, the vehicles shall meet COUNTY'S specifications, shall be adequately equipped and ready for service, and shall be registered in the name of CITY. CITY-owned vehicles shall only be used for CITY-approved functions. Alternatively, if CITY-owned vehicles are not provided, COUNTY shall use its own vehicles and CITY shall pay for the direct cost of providing such vehicles as indicated on any monthly invoice.

SECTION 7 - COST OF SERVICES

Exhibit "A" shows the total reimbursable cost to be paid by CITY to COUNTY for a nine (9) month (trial period) basis for code enforcement services. CITY shall provide office space for these services to be performed. CITY will not be charged for additional services beyond

those set forth in Exhibit "A., unless agreed upon in writing by the parties.

SECTION 8 - BILLING

COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly invoice which shall include an accounting of all services performed and shall reflect charges equaling one ninth (1/9) of the nine (9) month total cost for services performed as set forth in Exhibit A, item (1)(A) plus any additional services requested for that month as set forth in Exhibit A, item (1)(B) by a fully burdened hourly rate for the personnel required.

SECTION 9 - PAYMENTS

CITY shall pay each monthly invoice within thirty (30) days of receipt by CITY'S contract administrator of an invoice from COUNTY'S contract administrator. 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 receives the invoice from COUNTY'S contract administrator. CITY may defer the payment of any 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 10 - RECORD MAINTENANCE

COUNTY shall maintain all documents and records relating to the implementation of 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 code enforcement 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 11 - RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 10 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 15 of this Agreement.

SECTION 12 - DUTY TO INFORM AND RESPOND

CITY'S contract administrator shall promptly transmit to COUNTY'S contract administrator all inquiries, complaints, and correspondence that CITY receives concerning COUNTY'S code enforcement services and all information concerning dangerous conditions that CITY'S contract administrator has knowledge of. 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 code enforcement services. CITY shall be responsible for responding to all such inquiries, complaints, and correspondence.

SECTION 13 - STANDARD OF PERFORMANCE

COUNTY represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the code enforcement services described in this Agreement. In meeting its obligations under this Agreement, COUNTY shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of COUNTY under this Agreement.

SECTION 14 - PERMITS AND LICENSES

After consultation with CITY, COUNTY shall obtain any and all permits, licenses, and authorizations necessary to perform the code enforcement services described in this Agreement.

SECTION 15 - 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
Code Enforcement Department
4080 Lemon Street, 12th Floor
Riverside, CA 92501

City of San Jacinto
595 S. San Jacinto Ave.
San Jacinto, CA 92583
Attention: Tim Hults, City
Manager

Attention: Juan Perez, TLMA Director

SECTION 16 - 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 17 – CONFIDENTIALITY OF RECORDS

COUNTY shall observe all applicable federal and state laws 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 subject to disclosure pursuant to any federal or state law as determined by CITY. COUNTY'S contract administrator shall promptly notify CITY'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 to CITY. Any request for release of records pursuant to the California Public Records Act shall be immediately forwarded to CITY'S contract administrator. CITY shall be solely responsible for providing the appropriate response to the person or entity making the request. COUNTY shall assist CITY, if so requested by CITY, with gathering any records CITY deems appropriate for release.

SECTION 18 - INDEMNIFICATION

Indemnification by COUNTY. Excepted 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 willful misconduct arising out of or in connection with the performance of professional 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 willful misconduct arising out of or in connection with the performance of professional 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;
2. How CITY decides to address, or prioritize actions addressing, alleged violations of CITY'S codes; and

3. CITY'S failure to provide pertinent information 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 summons, complaint, discovery request, or court order (hereinafter "litigation documents") concerning this Agreement and the code enforcement services provided hereunder. The parties also mutually agree to cooperate with each other in any legal action concerning this Agreement and the code enforcement 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 19 - 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. If CITY chooses to provide vehicles for COUNTY'S use, CITY shall maintain liability insurance for CITY-owned vehicles and insurance for any physical damage to CITY-owned vehicles in an amount equal to the replacement value of all vehicles provided. The vehicle policies shall, by endorsement, name COUNTY, its agencies and departments, and their respective officials, officers, employees, and agents as additional insured's. COUNTY shall maintain liability insurance for COUNTY-owned vehicles used in performing services under this Agreement and insurance for any physical damage to COUNTY-owned vehicles in an amount equal to the replacement value of all vehicles used. It is understood by the parties that COUNTY may provide insurance through a program of self insurance.

SECTION 20 - 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 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 the prior written consent of 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.

SECTION 21 - 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 22 - 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 23 - 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 stopping that party from enforcing the terms hereof.

SECTION 24 - 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 25 - TERM

This Agreement shall become effective upon its approval by the Riverside County Board of Supervisors and the San Jacinto City Manager and shall remain in effect for nine (9) months, or until June 30th, 2013 (end of Fiscal Year). This Agreement may be terminated by CITY with thirty (30) days written notice to COUNTY and may be terminated by COUNTY with thirty days (30) written notice to CITY. This Agreement may be extended for up to an additional two (2) years if the parties, through their respective governing bodies, mutually agree to the extension in writing and mutually agree on the rates to be charged for code enforcement services.

SECTION 26 - 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

COUNTY Approvals

CITY Approvals

APPROVED AS TO FORM:

APPROVED BY CITY MANAGER

Karin Watts Dated: 11/8/12

Tim Hults Dated: 10/4/12

Pamela Walls

Mr. Tim Hults, City Manager

County Counsel, Riverside County

APPROVED BY BOARD OF SUPERVISORS:

_____ Dated: _____

John Tavaglione

Chairman, Riverside County Board of Supervisors

ATTEST:

CLERK OF THE BOARD:

By: _____

Kecia Harper-Ihem

Clerk of the Board, Riverside County

EXHIBIT "A"

1. The following positions and operations cost(s) shall be provided by COUNTY for the initial **nine (9) Months** term of the Agreement for the costs as shown:

(A) One (1) Code Enforcement Officer with vehicle 24 regular time hours weekly, over the days Friday, Saturday and Sunday of each week, at an annual cost of \$76,604.

(B) As additional work, County shall provide Code Enforcement personnel to the City as required to attend code related functions that fall outside these three (3) days (court appearances, administrative appeal hearings, etc.) at the fully burdened hourly rate of the particular employees required.

Total Prorated 9 Month Contract

\$57,453

The following code enforcement services will be provided:

- County staff may work under the supervision of the City's designated Code Enforcement Supervisor to augment City staff in the performance of their regular reactive and proactive enforcement duties.
- Enforce all of CITY'S municipal codes as directed by City with sensitivity to City's approach to Code Enforcement.

- County staff will work an eight (8) hour day, three (3) days per week work schedule comprised of a Friday, Saturday and Sunday.
- ~~County staff will wear standard County uniforms~~
- If so directed by City, staff may also:
 - a) Issue Notice of Violations and Administrative Citations to code violators in accordance with CITY'S municipal code, including proper noticing.
 - b) Oversee abatements of hazardous conditions within CITY, including proper noticing.
 - c) Prepare case files for presentation to City Attorney for cases requiring litigation.

NOTE: Processing of citations, including processing of citation appeals, is not part of COUNTY function under this Agreement. (This is generally contracted to an outside vendor)

2. All Abatement costs shall be borne by CITY. Any contracts for abatements or other work that cannot be performed by COUNTY staff within the City of San Jacinto shall be entered into by CITY, and COUNTY will have no authority to enter into any contract on behalf of CITY. All dispersal of funds will be the responsibility of CITY. COUNTY and CITY assigned CODE ENFORCEMENT officers shall share office space to be provided by CITY.
3. The parties agree, CODE ENFORCEMENT officers assigned to work in unincorporated areas adjacent to CITY may assist officers assigned to CITY as needed and agreed upon by the contract administrators. Conversely, officers assigned to CITY may assist CODE ENFORCEMENT officers working in unincorporated areas adjacent to CITY as needed and agreed upon by the contract administrators. Such arrangements shall be memorialized in writing by the contract administrators, which shall identify the work outside of the normal assignment area

and the estimated cost. These assignments will be billed either by prevailing hourly rates for position(s) used, or on a lump sum reimbursement basis, as may be negotiated by the parties heretofore.

4. Additional services may be provided as follows, upon request by CITY and agreement on reimbursement:
 - CODE ENFORCEMENT may assist CITY in amending or creating ordinances to provide efficiencies and savings within the current process.
 - CODE ENFORCEMENT is available to assist CITY with mutually agreed upon special projects.