

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

612



FROM: Economic Development Agency /Facilities Management

SUBMITTAL DATE:
January 24, 2013

SUBJECT: Graffiti Abatement Services Agreements between the County of Riverside and the City of Jurupa Valley and other Governmental Entities

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Graffiti Abatement Services Agreement between the County of Riverside and the City of Jurupa Valley, in the amount of \$100,000, and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside;
2. Approve the proposed rate of \$75 per hour for regular time and \$85 per hour for overtime and weekends for graffiti abatement services provided to governmental entities within the County of Riverside; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

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:	2012/13

COMPANION ITEM ON BOARD AGENDA: No	
SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature BY: Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
BY: PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: RUSSELL S. DOMINSKI 2-26-13

FORM APPROVED COUNTY COUNSEL
BY: ANNIE T. SAHARHAR 1/16/13
DATE: Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.28 of 7/29/08

District: 2/2

Agenda Number: 3-16

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RECOMMENDED MOTION (Continued)

3. Authorize the Assistant County Executive Officer/EDA, or designee, to take all necessary steps to implement the Agreement with the City of Jurupa Valley and future agreements with governmental entities for graffiti abatement services, including, but not limited to, any amendments, subject to approval as to form by County Counsel.

BACKGROUND:

Graffiti within the County of Riverside is an ongoing problem that contributes to blight, reduces property values, causes lack of investment and general deterioration of communities. The Economic Development Agency/Facilities Management (EDA/FM) currently has a Maintenance Graffiti Abatement Program which has the equipment, staff and acumen to provide state-of-the-art graffiti abatement services.

The City of Jurupa Valley has requested the graffiti abatement services of the County of Riverside EDA/FM Maintenance Graffiti Abatement Program. The attached Agreement for Graffiti Abatement Services (Agreement) authorizes the County of Riverside to remove graffiti from both public and private property within the City of Jurupa Valley, to be contracted or arranged by the County and reimbursed, or paid directly, by the City of Jurupa Valley with a not-to-exceed annual amount of \$100,000. An approval of the Agreement and authorization to execute such Agreement is requested in order to provide graffiti abatement services to remove graffiti from public and private property within the City of Jurupa Valley jurisdictional limits.

On July 29, 2008, the Board of Supervisors previously approved a graffiti abatement services hourly rate of \$127.31. The previous \$127.31 hourly rate included: salaries of two staff members (painter and painter assistant) per graffiti truck, fuel, maintenance and repairs, supplies, equipment and technical and administrative costs. EDA/FM is hereby requesting that the Board change the hourly rate to \$75 per hour for regular time (Monday through Friday 8:00 a.m. to 5:00 p.m.) and \$85 per hour for overtime and weekends for graffiti abatement services provided to governmental entities within the County of Riverside. The proposed rates include the salary for one staff member, supplies, equipment, technical and administrative costs.

County Counsel has approved the Agreement as to form.

Attachment:
Agreement for Graffiti Abatement Services

RF:LB:TM:GG:DF:RF:ac #11804
S:\RDACOM\GRAFFITI\F11s and Agreements\F11-Graffiti Abatement Services and Salaries-19Dec2012.doc

Economic Development Agency
Maintenance Services Division
Graffiti Rate Calculation
Costs for FY 12/13 Graffiti Contract

	3 Painters 4 Vehicles	1 Painter 1 Vehicle
Salaries ⁽¹⁾	\$ 161,507	\$ 54,436
Benefits ⁽¹⁾	\$ 79,513	\$ 26,504
Division Indirect ⁽¹⁾	\$ 39,550	\$ 13,183
Asset Usage (Deprec Only) ⁽¹⁾	\$ 275	\$ 92
Trade Expenses ⁽¹⁾	\$ 38,076	\$ 12,692
Admin Overhead Distribution ⁽¹⁾	\$ 13,670	\$ 4,557
Subtotal	\$ 332,591	\$ 111,464
Graffiti Vehicle Depr ⁽²⁾	\$ 46,699	\$ 11,675
Graffiti Vehicle Maint & Fuel ⁽³⁾	\$ 26,468	\$ 6,617
Total With Graffiti Costs	\$ 405,758	\$ 129,756
Productive Hours		1,730
Hourly Rate		\$ 75.00
Overtime Rate		\$ 85.00

Notes:

- 1) Costs for 3 staff, from Rate file
- 2) Depreciation Cost for FY 12/13 Depreciaton schedule
- 3) Graffiti Vehicle costs for 4 vehicles, actual costs for FY 11/12

1 **AGREEMENT FOR GRAFFITI ABATEMENT SERVICES**
2 **BY AND BETWEEN**
3 **THE COUNTY OF RIVERSIDE**
4 **AND**
5 **THE CITY OF JURUPA VALLEY**
6

7 This Agreement is made and entered into this ___ day of _____, 2013, by
8 and between the County of Riverside, a political subdivision of the State of California,
9 by and through its Economic Development Agency (hereinafter referred to as
10 "COUNTY"), and the City of Jurupa Valley, a municipal corporation, (hereinafter
11 referred to as "CITY").

12 **RECITALS**

13 **WHEREAS**, CITY was officially established on July 1, 2011, and has requested
14 that the COUNTY provide graffiti abatement services to it on a contractual basis;

15 **WHEREAS**, the CITY, as shown on Exhibit A, attached hereto, is located within
16 the boundaries of the County of Riverside;

17 **WHEREAS**, CITY desires to contract with COUNTY to provide graffiti abatement
18 services on both public and private property within CITY's jurisdictional boundaries
19 ("Service Area");

20 **WHEREAS**, providing graffiti abatement services will assist with the elimination
21 of blight because the graffiti is severe and excessive within the County of Riverside;
22 and

23 **WHEREAS**, COUNTY and CITY desire to define herein, the terms and
24 conditions under which the COUNTY will provide graffiti abatement services to the
25 CITY with CITY's Service Area, located within the County of Riverside.

26 **NOW THEREFORE**, the parties hereto, mutually agree as follows:

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1 **SECTION 1 – SCOPE OF SERVICES**

2 1. COUNTY shall only provide graffiti abatement services as requested by
3 CITY.

4 2. CITY staff shall direct graffiti abatement complaints to COUNTY, either
5 through the Graffiti Busters telephone hotline at (951) 955-3333, toll free at (866) 731-
6 1444, or the Graffiti Busters web site at <http://www.rcgraffitibusters.com>. County shall
7 log all requests that do not originate with City and forward to City for approval.
8 Referrals given by City to County shall include the location, cross streets, and any
9 additional information required to locate the graffiti.

10 3. COUNTY shall provide graffiti abatement services on both public and
11 private property when requested by CITY within the CITY's Service Area as shown on
12 Exhibit A. Graffiti abatement services may include, but are not limited to, removal of all
13 graffiti at reported locations, including words, pictures, and any general defacement of
14 property using paint matching, painting, pressure washing, and other appropriate
15 methods of removal; and when directed by CITY, the monitoring or sweeping of areas
16 located within the Service Area.

17 4. All information and data that is existing and available to CITY and
18 necessary for carrying out the work described above shall be furnished to COUNTY
19 without charge by CITY.

20 5. Prior to performing graffiti abatement services on private property within
21 the Service Area, COUNTY shall obtain consent from the property owners to enter and
22 remove graffiti from the private property.

23 **SECTION 2 – COST OF SERVICES**

24 1. CITY shall fund the graffiti abatement services provided by COUNTY to
25 the CITY within the CITY's Service Area boundaries. Compensation shall be an
26 amount for actual work performed as detailed on the monthly graffiti abatement
27 services invoice, not to exceed the total annual agreement amount of one hundred
28 thousand dollars (\$100,000). The \$100,000 shall be allocated as follows: graffiti

1 abatement services on public property in an amount up to twenty thousand (\$20,000),
2 and graffiti abatement services on private property in an amount up to eighty thousand
3 (\$80,000).

4 a. CITY shall pay the COUNTY an hourly rate of seventy-five dollars
5 (\$75) for regular time (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and eighty-five
6 dollars (\$85) for overtime and/or weekends. Overtime is before 8:00 a.m. and after 5:00
7 p.m., Monday through Friday. Weekends are Friday after 5:00 p.m. until the following
8 Monday at 8:00 a.m.

9 b. COUNTY shall submit an invoice to CITY within ten (10) days from
10 the last date of each month, unless no charges were incurred for the month. All billings
11 shall list the location of graffiti that was removed by street address and/or general
12 location description (e.g., "wall in alley between A and B Streets").

13 c. CITY shall pay the invoice within thirty (30) working days from the
14 date of receipt of the invoice.

15 d. COUNTY shall not be compensated for any graffiti abatement
16 services that were not requested and approved by CITY in advance. Further,
17 COUNTY shall not be compensated for any services rendered in connection with its
18 performance of the Agreement which are in addition to, or outside of, those set forth in
19 this Agreement, unless such additional services are authorized in advance and in
20 writing by the City Council or City Manager of the CITY.

21 **SECTION 3 – STANDARDS OF PERFORMANCE**

22 1. COUNTY represents and warrants that it has the qualification, experience
23 and facilities necessary to properly perform the services required under this Agreement
24 in a thorough, competent and professional manner. COUNTY shall at all times
25 faithfully, competently and to the best of its ability, experience and talent, perform all
26 services described herein. In meeting its obligations under this Agreement, COUNTY
27 shall employ, at a minimum, generally accepted standards and practices utilized by
28 persons engaged in providing services similar to those required of COUNTY under this

1 Agreement.

2 2. The COUNTY shall comply with all applicable laws, ordinances and
3 codes of the Federal, State and local governments, while performing the services
4 described herein, in a good, skillful, and professional manner.

5 **SECTION 4 – INDEPENDENT CONTRACTOR**

6 1. CITY retains COUNTY on an independent contractor basis. COUNTY is
7 not, and shall not be considered to be in any manner, an employee, agent or
8 representative of the CITY. Personnel performing the services under this Agreement
9 on behalf of COUNTY shall at all times be under COUNTY's exclusive direction and
10 control. COUNTY shall pay all wages, salaries and other amounts due such personnel
11 in connection with their performances of service and as required by law. COUNTY
12 shall be responsible for all reports and obligations respecting such personnel,
13 including, but not limited to, social security taxes, income tax withholdings,
14 unemployment insurance, and worker compensation insurance.

15 2. COUNTY shall have no authority to bind CITY in any manner, nor to incur
16 any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by
17 contract or otherwise, unless such authority is expressly conferred under this
18 Agreement or is otherwise expressly conferred in writing by CITY.

19 **SECTION 5 – TERM**

20 This Agreement shall become effective upon approval of the COUNTY and the
21 CITY. This Agreement shall remain in force until June 30, 2013.

22 By mutual, written agreement, this Agreement may be extended for up to an
23 additional twelve (12) months subject to mutual agreement and subject to County
24 approval on the services to be provided for the amount of seventy-five dollars (\$75) for
25 regular time (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and eighty-five dollars
26 (\$85) for overtime and/or weekends, as further defined in Section 2(1)(a) above, under
27 the terms of this Agreement.

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1 **SECTION 6 – TERMINATION**

2 This Agreement may be terminated by either party, with or without cause, upon
3 thirty (30) days written notice to the other party. The rights and remedies of the parties
4 provided in this Section are in addition to any other rights and remedies provided by
5 law or under this Agreement.

6 **SECTION 7 – INDEMNIFICATION**

7 1. The COUNTY shall indemnify, defend, and hold harmless, the CITY, its
8 officials, officers, employees, and agents from any and all liability from loss, damage or
9 injury to property or persons, including wrongful death, in any manner arising out of, or
10 incident, to any negligent acts, omissions, or willful misconduct of the COUNTY arising
11 out of, or in connection with, the performance of the duties and obligations under this
12 Agreement including, without limitation, the payment of attorney's fees.

13 2. The CITY shall indemnify, defend, and hold harmless, the COUNTY, its
14 officials, officers, employees and agents from any and all liability from loss, damage, or
15 injury to property or persons, including wrongful death, in any manner arising out of, or
16 incident, to any negligent acts, omissions, or willful misconduct of the CITY arising out
17 of, or in connection with, the performance of the duties and obligations under this
18 Agreement including, without limitation, the payment of attorney's fees.

19 **SECTION 8 – WAIVER OF SUBROGATION**

20 With respect to Workers Compensation coverage, COUNTY shall waive its
21 rights to subrogate against CITY, its officers, officials, employees and volunteers.

22 **SECTION 9 – ENTIRE AGREEMENT**

23 This Agreement is intended by the parties hereto, as a final expression of their
24 understanding, with respect to the subject matter hereof, and as a complete and
25 exclusive statement of the terms and conditions thereof, and supersedes any and all
26 prior and contemporaneous agreements and understandings, oral or written, in
27 connection therewith. This Agreement may be changed or modified only upon the
28 written consent of the parties hereto.

1 **SECTION 10 – SEVERABILITY**

2 Each paragraph and provision of this Agreement is severable from each other
3 provision, and if any provision, or a part thereof, is declared invalid, the remaining
4 provisions shall remain in full force and effect.

5 **SECTION 11 – MINISTERIAL ACTS**

6 The COUNTY's Assistant County Executive Officer/EDA, or designee(s), is/are
7 authorized to take such ministerial actions, including ministerial amendments, as may
8 be necessary or appropriate to implement the terms, provisions, and conditions of this
9 Agreement as it may be amended from time to time by COUNTY.

10 **SECTION 12 – AMENDMENT AND MODIFICATIONS**

11 Any change, extension or modification, which is mutually agreed upon by the
12 COUNTY and CITY, and subject to County approval, shall be incorporated in written
13 amendments to this Agreement. No amendment to this Agreement shall be effective
14 and binding upon the parties, unless it expressly makes reference to the Agreement, is
15 in writing, and is signed and acknowledged by duly authorized representatives of all
16 parties.

17 **SECTION 13 – ASSIGNMENT**

18 The Parties shall not make any assignment or transfer in any form with respect
19 to this Agreement without prior, written approval of both Parties. Any assignment or
20 purported assignment of the Agreement by the parties, without the prior written consent
21 of the other party, will be deemed void and of no force or effect.

22 **SECTION 14 – INTERPRETATION OF GOVERNING LAW**

23 This Agreement and any dispute arising hereunder, shall be governed by and
24 interpreted in accordance with the laws of the State of California. This Agreement shall
25 be construed as a whole, according to its fair language and common meaning to
26 achieve the objectives and purposes of the parties hereto, and the rule of construction
27 to the effect that ambiguities are to be resolved against the drafting party shall not be
28 employed in interpreting this Agreement, all parties having been represented by

1 counsel in the negotiation and preparation hereof.

2 **SECTION 15 – WAIVER**

3 Failure by a party to insist upon the strict performance of any of the provisions of
4 this Agreement by the other party, or the failure by a party to exercise its rights upon
5 the default of the other party, shall not constitute a waiver of such party's right to insist
6 and demand strict compliance by the other party with the terms of this Agreement
7 thereafter.

8 **SECTION 16 – JURISDICTION AND VENUE**

9 Any action at law, or in equity arising under this Agreement, or brought by a
10 party hereto for the purpose of enforcing, construing, or determining the validity of any
11 provision of the Agreement, shall be filed in the consolidated Courts of Riverside
12 County, State of California, and the parties hereto waive all provisions of law, providing
13 for the filing, removal, or change of venue to any other court or jurisdiction.

14 **SECTION 17 – INCORPORATION OF RECITALS AND ATTACHMENTS**

15 The recitals and any attachments are incorporated into this Agreement by this
16 reference.

17 **SECTION 18 – RESOLUTION OF MATTERS**

18 Any disputes or differences that may arise between CITY and COUNTY, may be
19 informally resolved by and through the CITY's Manager, or his/her designee, and the
20 COUNTY, through the Assistant County Executive Officer/EDA, or his/her designee.

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1 **SECTION 19 – NOTICES**

2 Any notices required or permitted to be sent pursuant to either party, shall be
3 deemed given when deposited in the United States Mail, prepaid postage and mailed,
4 addressed as follows, or upon personal delivery:

5 To COUNTY:
6 Economic Development Agency
7 P.O. Box 1180
8 Riverside, CA 92502-9985
9 Attention: Tim Miller,
10 Assistant Director

To CITY:
City of Jurupa Valley
8304 Limonite Avenue, Suite M
Jurupa Valley, CA 92509
Attention: Stephen G. Harding,
City Manager

11
12
13
14 (Signatures to follow on next page)

1 **IN WITNESS WHEREOF**, the COUNTY and CITY have executed this
2 Agreement as of the date shown below.


3
4 Dated: _____

Dated: _____

5
6 **COUNTY OF RIVERSIDE:**

CITY OF JURUPA VALLEY:


7
8
9 By: _____
10 JOHN J. BENOIT, Chairman
11 Board of Supervisors

By:  _____
STEPHEN G. HARDING
City Manager

12
13 **ATTEST:**
14 KECIA HARPER-IHEM
15 Clerk of the Board

ATTEST:
VICTORIA WASKO
City Clerk, City of Jurupa Valley

16 By: _____
17 Deputy

By:  _____
Deputy

18
19 **APPROVED AS TO FORM:**
20 PAMELA J. WALLS
21 County Counsel

APPROVED AS TO FORM:
PETER THORSON
City Attorney

22
23 By:  _____
24 ANNIE T. SAHHAR
25 Deputy County Counsel

By:  _____
Deputy