

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

333



FROM: Economic Development Agency

SUBMITTAL DATE:

June 17, 2010

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 \$510,010; 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 and the last fiscal year. The City of Menifee has requested to contract with the Economic Development Agency to provide services for the next fiscal year beginning July 1, 2010. 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:	\$ 510,010	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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

Jennifer L. Sargent
BY Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL BY: ELENAM BOEVA DATE: 6/16/10 Departmental Concurrence

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: June 29, 2010
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A **District:** 3 **Agenda Number:** 3.32

1 hundred ten thousand and nine dollars and fifty two cents, (\$510,009.52) to be paid quarterly for
2 the fiscal year. COUNTY shall submit an invoice to the CITY for all work completed. The
3 CITY shall reimburse COUNTY within thirty (30) days of receipt of invoice.

4 **3. AMENDMENTS TO WORK PROGRAM.** City/County are authorized to
5 approve and execute changes to the Agreement. Such changes shall be mutually agreed upon by
6 and 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, 2010 with four (4) one-year automatic renewal options.
10 City/County shall notify other party of decision to not renew contract by March 31st of each year.
11 Otherwise, automatic renewal shall occur per terms of the contract.

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

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

<u>CITY</u>	<u>COUNTY</u>
19 City Manager	Bill Brown, CSA Operations Manager
20 City of Menifee	Riverside County EDA
21 29714 Haun Road	3403 10 th Street, Ste 500
Menifee, CA 92586	Riverside CA 92501
(951) 672-6777 (Office)	(951) 955-8916 (Office)
(951) 679-3843 (Fax)	(951) 955-9505 (Fax)

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

25 **7. STANDARDS OF PERFORMANCE.** COUNTY shall comply with all
26 applicable laws, ordinances and codes of the federal, state and local governments while
27 performing the services described herein in a good, skillful, and professional manner.
28

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, 3403 10th Street, Ste
21 500, Riverside, CA, 92501. 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.

17 //
18 //
19 //
20 //
21 //
22 //
23 //
24 //
25 //
26 //
27 //
28 //

1 **IN WITNESS WHEREOF**, the CITY and COUNTY have executed this Agreement as
2 of this date JUN 29 2010 .

3 **COUNTY**

CITY

4
5
6 By: Marion Ashley
7 Marion Ashley
8 Chairman, Board of Supervisors

By: [Signature]
City Manager
City of Menifee

9 **APPROVED AS TO FORM:**

10
11 By: [Signature]
12 County Counsel

13
14
15 **ATTEST:**
16 **KECIA HARPER-IHEM, Clerk**
17 By: [Signature]
18 **DEPUTY**

**CITY OF MENIFEE
PARK AND RECREATION SERVICES
CSA TAX ROLL MANAGEMENT
2010-2011**

<u>Maintenance Staff</u>	<u>FTE</u>	<u>COST (Salary & Benefits)</u>
Facilities Caretaker	100%	\$ 58,340.41
Senior Facilities Caretaker	50%	\$ 33,611.94
Facilities Manager	15%	\$ 15,783.58
<u>Recreation Staff</u>		
Community Center Director	100%	\$ 74,350.16
Community Center Assistant	100%	\$ 50,981.54
Recreation Coordinator	50%	\$ 28,395.89
Overtime/Emergency Repairs		\$ 1,500.00
Event Staffing		\$25,000.00
Total Staff		\$ 287,963.52
<u>Vehicles</u>		
Facilities Caretaker	100%	\$ 6,000.00
Senior Facilities Caretaker	50%	\$ 3,000.00
Facilities Manager	15%	\$ 900.00
Recreation Coordinator	50%	\$ 3,000.00
M.A.R.S. Activity Van/Field Trips		\$ 1,500.00
Total Vehicles		\$ 14,400.00
Tools & Safety Equipment		\$ 1,500.00
Uniforms		\$ 1,200.00
Total Tools, Safety Equipment, & Uniforms		\$ 2,700.00
Miscellaneous Supplies		\$ 1,200.00
Fertilizer & Chemicals		\$ 5,000.00
Landscape Maintenance		\$ 75,000.00
Total Supplies, Chemicals, & Landscaping		\$ 81,200.00
Recreation Center Supplies		\$ 3,600.00
Total Recreation Center Supplies		\$ 3,600.00
Tax Roll Maintenance		\$ 45,146.00
Administration, Support Services, Human Resources, Accounting		\$ 75,000.00
Total Tax Roll and Administrative Services		\$ 120,146.00
Total Contract Services provided by County of Riverside		\$ 510,009.52

City Provided Services:

Electricity
Water & Sewer
Trash Service
Phone lines (Community Center & irrigation controllers)
Alarm Service (Community Center)
Streetlights

Facilities to be maintained by County: Landscaping, Irrigation Repairs, Facility Management

- 1) Lazy Creek Community Center: 26480 Lazy Creek Road, Menifee, CA.
- 2) Lazy Creek Park: 26480 Lazy Creek Road, Menifee, CA.
- 3) Marsh Park: 27050 School Park Drive, Menifee, CA.
- 4) Nova Park: 25444 Nova Lane, Menifee, CA.
- 5) Peterson Park: 29621 Park City Avenue, Menifee, CA.
- 6) La Ladera Park: 29629 La Ladera Road, Menifee, CA.
- 7) Rancho Ramona Park: 28050 Encanto Drive, Menifee, CA.

Special Services: Included in Proposal

- 1) Community Events (Easter Egg Hunt, Father's Day Campout, Woofstock, Menifee Incorporation Party, Halloween Fun, Children's Holiday Workshop, Breakfast w/Santa)
- 2) Preschool Program at Lazy Creek Community Center
 - Adventures in Learning Pre-Kindergarten
 - Discovery Time (4 year olds)
 - Discovery Time (3 year olds)
- 3) WEE Folks: Parent and Me Classes
- 4) T.R.E.K. Afterschool Program (Teaching Relationship Enrichment to Kids)
- 5) Leaders In Training (high school age leadership training/youth mentoring program)
- 6) M.A.R.S. Summer Explorer (youth summer camp)
(July-August, Monday-Friday, 1 field trip per week)
- 7) Movie in the Park: July-August
(4 movies, includes pre-show activities, arts & crafts, games)

Reimbursable Expenses at Additional Cost (purchases pre-approved by City):

City approved advertising for each event
Printing costs, flyers, banners for each event
Recreation supplies, arts & crafts for each event
Equipment rentals for Special Events
Replacement equipment for parks & facilities
Major repairs for parks & facilities
Movie Licensing Fees
Items not listed, but necessary for recreation/maintenance and approved by City

Optional 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 maintain previous CSA Tax Rolls
- *County to provide staffing at Lazy Creek Community Center
- *County to plan, organize, and schedule activities & recreation (parks & community center)
- *County to provide project staffing for future park improvements (if needed)