

FORM APPROVED COUNTY COUNSEL 7/19/16
 BY: GREGORY P. PRIAMOS DATE

Departmental Concurrence

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



FROM: TLMA/Code Enforcement Department

SUBMITTAL DATE:
 July 14, 2016

SUBJECT: Agreement with the City of Perris for Code Enforcement Services Provided by the County of Riverside until March 15, 2017; District 5; [\$642,456 total cost]; 100% Contract Revenue.

RECOMMENDED MOTION:

1. That the Board of Supervisors ratify and approve, and authorize the Chairman to execute, the attached Agreement with the City of Perris for Code Enforcement services with an effective date of July 1, 2016 through March 15, 2017

BACKGROUND:

In the spring of Fiscal Year 11/12, the County of Riverside and City of Perris entered into an Agreement for the County to provide Code Enforcement Services to the City. This Agreement has been extended by the City and County for the past three fiscal years. On July 12, 2016, the City of Perris approved an Agreement for FY 16/17, which extends through March 15, 2017. The City will be evaluating whether to start their own in-house Code Enforcement Division during the term of this Agreement or continue contracting with the County.

(Continued on Page 2)

Juan C. Perez
 TLMA Director

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-----------------|----------------------|-------------------|-------------|---------------|---|
| COST | \$ 642,456 | \$ 0 | \$ 642,456 | \$ 0 | Consent <input type="checkbox"/> Policy x |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

SOURCE OF FUNDS: City of Perris (Intergovernmental)

Budget Adjustment: NONE

For Fiscal Year: 2016/17

C.E.O. RECOMMENDATION: APPROVE

APPROVE

BY:

County Executive Office Signature

Tina Grande

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: July 26, 2016

Kecia Harper-Ihem
 Clerk of the Board

By:
 Deputy

Prev. Agn. Ref.: 3.69 2/28/12; 3.57 4/23/13; 3.31 12/01/13; 3.62 7/15/14; 3-48 7/21/15

District: 5

Agenda Number:

3-59

Positions Added ☐
 Change Order ☐
 A-30 ☐
 4/5 ☐
 Vote ☐

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement with the City of Perris for Code Enforcement Services Provided by the County of Riverside until March 15, 2017; District 5; [\$642,456 total cost]; 100% Contract Revenue.
DATE: July 14, 2016
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Agreement provides for the City to notify the County by December 2016 of their intention to either terminate the contract on March 15, 2017, or extend until June 30, 2017. The Agreement provides for 6¾ full-time equivalent positions at a cost of \$642,456 to the City, which includes an increase of one code Enforcement Aide and upgrading a Code Supervisor to full-time.

Impact on Citizens and Businesses

The Agreement provides code enforcement services that benefit City residents by providing a mechanism to respond to public nuisances and health and safety concerns within the community, in order to improve quality of life. Work done by Code staff on behalf of the City includes abatement of unfenced pools, open excavations, hazardous electrical connections, substandard structures, junk yards, trash, illegal dumping, roadside vending, parking and other community concerns.

In addition to code enforcement, staff conduct the annual weed abatement inspections, coordinate and oversee bi-annual Community Clean-up events, and participates in community outreach events within the City.

SUPPLEMENTAL:

Additional Fiscal Information

This Agreement has been anticipated as part of the Code Enforcement Department's approved budget for fiscal year 2016/17 and does not require a budget adjustment. However, the Agreement is for a 8.5 month term rather than the anticipated annual term. The City shall notify the county by December 2016 of their intent to either terminate the contract on March 15, 2017 or extend it for the duration of the fiscal year. Should the City opt to terminate the Agreement on March 15, 2017, we will need to assess the impact on Code staffing and budget for the remainder of FY 16/17.

Contract History and Price Reasonableness

This is the 5th year of service being provided. This Agreement provides for the increased labor costs for Code Enforcement staff for an 8.5 month period.

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

THIS AGREEMENT is made and executed effective this 26th day of July, 2016
by and between the County of Riverside, California (hereinafter "COUNTY"), and the City of
Perris, California (hereinafter "CITY"), as follows:

RECITALS

- A. CITY and COUNTY have previously entered into an agreement to provide code enforcement services to CITY and that agreement expires on June 30, 2016.
- B. CITY desires that COUNTY continue to provide certain code enforcement services on behalf of CITY.
- C. Such code enforcement services shall be provided by the Riverside County Code Enforcement Department (hereinafter "CODE ENFORCEMENT").
- D. 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 continue to 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 Official, 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 and consult directly with CITY and its staff in providing such services. 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 further 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 - 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. Neither 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 may request a reassignment of a(n) employee(s), and COUNTY will reassign any COUNTY employee working under this Agreement, if for any reason the employee is incompatible with the direction CITY desires for its code enforcement program.

SECTION 5 - 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 agree to fuel COUNTY vehicles at CITY expense.

SECTION 6 - COST OF SERVICES

Exhibit "A" shows the total reimbursable cost to be paid by CITY to COUNTY on a eight and a half (8.5) month basis for code enforcement services, excluding potential costs for any additional services requested by CITY and agreed to by COUNTY in writing. CITY shall provide office space for code enforcement 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 7 - BILLING

COUNTY'S contract administrator shall submit to CITY'S contract administrator a monthly invoice which shall include an itemized accounting of all services performed and shall reflect charges equaling 1/8.5th of the total cost for regular services performed, plus any Additional Services that may have been requested that month, as set forth in Exhibit A.

SECTION 8 - 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 9 - 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 10 - RECORD INSPECTION

All documents and records required to be maintained pursuant to Section 9 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 14 of this

Agreement.

SECTION 11 - 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 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. COUNTY will cooperate in such responses by providing relevant information requested by CITY.

SECTION 12 - STANDARD OF PERFORMANCE

COUNTY represents and warrants that it has the qualifications and experience 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 13 - 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 14 - 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

City of Perris

Code Enforcement Department
4080 Lemon Street, 12th Floor
Riverside, CA 92502
Attention: Code Enforcement Official

101 N. D Street
Perris, CA 92570
Attention: Richard Belmudez
City Manager

SECTION 15 - 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 16 – 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 17 - INDEMNIFICATION

Indemnification by COUNTY. Except 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 11 and 16 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - TERM

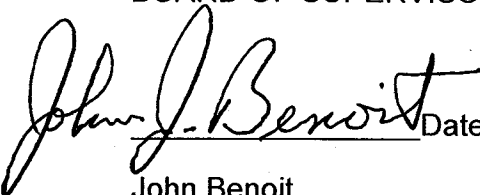
This Agreement shall become effective on July 1, 2016, and shall remain in effect for eight and a half (8.5) months, terminating March 15, 2017. This Agreement may be terminated by CITY at any time with ninety (90) days written notice to COUNTY or may be terminated by COUNTY at any time with ninety (90) days written notice to CITY. This Agreement may be extended for up to an additional twelve (12) months 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 25 - 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.

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

BOARD OF SUPERVISORS:

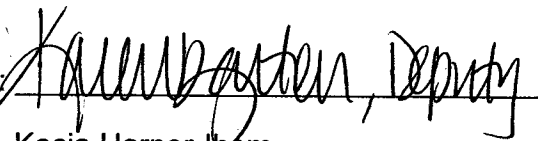
 Dated: JUL 26 2016

John Benoit

Chairman, Riverside County Board of
Supervisors

ATTEST:

CLERK OF THE BOARD:

By: 

Kecia Harper-Ihem

Clerk of the Board, Riverside County

CITY COUNCIL:

_____ Dated: _____

Daryl R. Busch

Mayor, City of Perris

ATTEST:

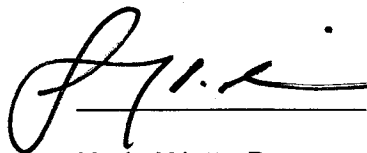
CITY CLERK:

By: _____

Nancy Salazar

City Clerk, City of Perris

APPROVED AS TO FORM:

 Dated: 7/19/16

Karin Watts-Bazan

Principal Deputy County Counsel,

Riverside County

APPROVED AS TO FORM:

_____ Dated: _____

Eric Dunn

City Attorney, City of Perris

Exhibit A

1. The following positions and overhead shall be provided by COUNTY for the initial term of the Agreement for the costs as shown:

**FY 16/17 Budget
(07/01/16 – 03/15/17)**

| | |
|---|----------------------|
| (1) Code Enforcement Supervisor | \$119,883 |
| (1) Senior Code Enforcement Officer | \$113,586 |
| (1) Code Enforcement Officer III ¾ time | \$ 79,941 |
| (1) Code Enforcement Officer III | \$ 96,453 |
| (1) Code Enforcement Officer II | \$ 79,941 |
| (1) Code Enforcement Technician | \$ 56,350 |
| (1) Code Enforcement Aide | \$ 47,433 |
| Contract Administration | \$ 17,709 |
| Cost for (6) Vehicles (Fuel Provided by City) | <u>\$ 27,892</u> |

Total Contract **\$642,456**

2. The following Code Enforcement Services will be provided:

- Saturday service for one (1) Code Enforcement Officer
- Conduct community outreach programs to educate public on code enforcement matters
- Accept and investigate citizen complaints of code violations
- Enforce all of CITY'S municipal codes
- Issue Notice of Violations to code violators in accordance with CITY'S municipal code, including proper noticing.
- Issue citations in accordance with CITY'S municipal code

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)

- Oversee abatements of hazardous conditions within CITY, including proper noticing
 - Prepare case files for presentation to City Attorney for cases requiring litigation
 - Respond to all code violations in a timely manner
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 on an hourly reimbursement basis according to the rates set forth herein.
4. Additional Services may be provided as follows, upon written request by CITY (electronic mail, E-MAIL, will be considered written request):
- 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.