

FILE
NO. 74

AGREEMENT - HEALTH SERVICES

No. 7238

THIS AGREEMENT, made and entered into this 1st day of JULY, 1963, by and between the COUNTY OF LOS ANGELES, State of California, hereinafter called the "County," and the CITY OF WEST COVINA, Los Angeles County, California, a municipal corporation, hereinafter called the "City,"

WITNESSETH:

THAT WHEREAS, Sections 480, 481 and 482 of the Health and Safety Code of the State of California authorize the Board of Supervisors of the County to contract with the City for the performance by the Health Officer and other employees of the County of any or all functions relating to the enforcement in the City of all ordinances thereof relating to public health and sanitation, and the making of all inspections and the performance of all functions in connection therewith at cost;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed as follows:

FIRST: The County agrees to render such public health services as authorized by Sections 480 and 482 of the Health and Safety Code of the State of California and as may be required by the City as provided by its ordinances now in effect or hereafter adopted. Copies of

APPROVED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

MAY 20 1963

Gordon T. N...
GORDON T. N...
CLERK OF THE BOARD
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all ordinances now in effect, or hereafter adopted, and all amendments thereto, shall be promptly supplied the County of Los Angeles. It is understood that the City, upon proper resolution by the City Council, shall make request in writing to the County Health Officer for performance of services required under ordinances now in effect or later to be enacted.

SECOND: The City agrees to pay the cost as defined in Paragraph Ninth hereof, for the enforcement of said ordinance or ordinances, or in its election, the provisions in Paragraph Fifteenth. Costs of services rendered under Paragraph Fifth shall be paid pursuant to Paragraph Ninth. Services performed under Paragraph Sixteenth shall be paid for in the manner of election as provided for therein.

THIRD: It is expressly and mutually agreed that the City shall compensate the County for court time in the enforcement of local ordinances on the basis of the cost of performing said work as defined in Paragraph Ninth hereof, reduced by the amount recovered by witness fees.

FOURTH: No services to be compensated for pursuant to Paragraphs Third and Ninth hereof shall be performed unless said City shall have available funds previously appropriated to cover the costs hereof.

FIFTH: In the event the City desires to have rodent control and extermination measures undertaken by the County, it is expressly and mutually agreed that the City shall

compensate the County for the cost of providing said service, as defined in Paragraph Ninth hereof. Further, it is expressly understood that the City shall notify the County Health Officer of its intent to avail itself of rodent control or extermination; that the City shall set aside a sum sufficient to cover the cost of rodent control or extermination; that the County Health Officer shall be notified of the amount set aside for the control and suppression of rodents; and that the County shall not exceed the amount set up by the City unless expressly authorized in writing to do so by the City.

SIXTH: The County agrees to submit to the City during the life of this agreement periodic statements in duplicate for services rendered during the period covered, and the City agrees to pay the cost thereof within thirty (30) days after receipt of such billing. If the City desires monthly billing it shall notify the County in writing, otherwise billing periods shall be fixed by the County.

SEVENTH: It is expressly agreed between the parties hereto that nothing herein contained shall be construed to bind the City to designate or demand of the County, or the County to furnish any particular number of inspections or visits.

EIGHTH: Performance hereunder shall commence on JULY 1 , 19 63 , and this contract shall remain in full force and effect to July 1, 1968, and unless then terminated shall be renewed without further action

of the contracting parties from year to year. Either party hereto shall have the right to terminate this agreement at the end of any fiscal year by giving written notice of such intention to so do, such notice to be given not less than thirty (30) days prior to the end of any fiscal year.

NINTH: The City agrees to pay the County the cost of performing all services covered by this agreement, except as otherwise provided in Paragraph Fifteenth hereof. Costs shall include salaries of employees engaged in performing said services, a pro-rate of vacation and sick leave, supervision of such employees while so employed, the County Retirement Contribution and Workmen's Compensation Insurance Premiums on salaries, traveling expenses, supplies, plus a pro-rate of all indirect expenses. If the cost of providing the services changes, the City shall be notified of each such change in writing. i

TENTH: For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

ELEVENTH: Notwithstanding anything hereinbefore contained, it is agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied.

by said City at its own cost and expense.

TWELFTH: All persons employed in the performance of such services and functions for said City shall be County employees, and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, every County officer and employee engaged in performing any such service and function shall be deemed to be an officer or employee of said City while performing service for said City, which service is within the scope of this agreement and is a municipal function.

THIRTEENTH: City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for said City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

FOURTEENTH: County, its officers and employees, shall not be deemed to assume any liability for intentional or

negligent acts of said City or of any officer or employee thereof.

FIFTEENTH: In the event City by ordinance adopts the provisions of the Public Health Code of County (Ordinance No. 7583), the Health Officer shall perform the services necessary to enforce said ordinance provisions in the City to the same extent as the County Ordinance is enforced in unincorporated territory, and shall issue the permits and collect the fees provided for in Section 750 of said Public Health Code.

Said fees shall be retained by the Health Officer for the benefit of County as full compensation for the services performed by the Health Officer in the enforcement of said ordinance provisions, except that any court time spent in the enforcement thereof shall be compensated for in accordance with Paragraph Third hereof. In the event and whenever County Ordinance No. 7583 is amended to change the amount or amounts of any of the said permit fees, City shall at once amend its ordinance to provide permit fees in the exact amount as those designated in the County Ordinance as amended.

In the event that the City elects to set, collect and retain its own permit fees, it shall so notify the County Health Officer, and shall thereafter pay the cost of the service under this paragraph pursuant to Paragraph Ninth.

SIXTEENTH: The County agrees to enforce the provisions of Division 13, Part 2 of the Health and Safety Code of the State of California, relating to the sanitation, maintenance, use and occupancy of mobile homes and mobile

home parks and as may be requested pursuant to such sections by the City. It is understood that any such requests shall be in writing, directed to the County Health Officer and specifically designate the services to be required pursuant to any or all of the above sections of the Health and Safety Code. Such notification to the County Health Officer from the City shall indicate the election of the City that the City agrees either to pay the cost as defined in Paragraph Ninth hereof for the enforcement of said provisions of Division 13, Part 2 of the Health and Safety Code or that the City desires the County Health Officer to collect and retain the annual operating permit fees as prescribed in Division 13, Part 2 as full compensation for services performed by the County Health Officer.

INWITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF CITY OF WEST COVINA

BY Claude L. James
MAYOR

ATTEST:
Robert Stotten
City Clerk

COUNTY OF LOS ANGELES

BY WARREN M. DORN
Chairman, Board of Supervisors

ATTEST: (SEAL)
GORDON T. NESVIG
Clerk of the
Board of Supervisors
WINIFRED BERNSTEIN
Deputy

APPROVED AS TO FORM
HAROLD W. KENNEDY, County Counsel

BY David P. King
Deputy

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