



this Agreement as of the first day of July of any year upon thirty (30) calendar days prior to written notice to County.

2. County agrees to provide health services within the corporate limits of City to the extent and in the manner hereafter set forth.

Such services shall only encompass duties and functions of the types customarily rendered by Department under the charter of County and the statutes of the State of California.

3. The rendition of all services performed hereunder, the standard of performance and other matters incidental to the performance of such services, and the control of personnel so employed, shall remain in County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the manner of performance of such service, the determination thereof shall be made by the Director of DPH or his authorized designee (hereafter jointly referred to as "Director").

County agrees to perform for City such public health services as are authorized by Sections 480 through 482 of the Health and Safety Code and by City's ordinances relating to public health.

4. In the event City by ordinance adopts the provisions of County Code, Title 11, and the amendments thereto, County agrees to enforce the Code provisions in City to the same extent as they are enforced in the unincorporated territory of County.

In such event, County agrees to issue the permits and collect the fees provided for in County Code, Title 8, and Chapter 8. 04.

Said fees shall be retained by Director for the benefit of County as full compensation for the services performed by Director 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 10 thereof.

Whenever County Code, Title 8, Chapter 8. 04, 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 Los Angeles County Code as amended.

In the event that City elects to set, collect, and retain its own permit fees, it shall so notify Director, and shall thereafter pay the cost of service under this Paragraph pursuant to Paragraph 10 hereof.

5. To facilitate the performance of said services, it is hereby agreed that County shall have full cooperation and assistance from City, its officers, employees, and agents.

Prior to performance by County of services pursuant to this Agreement, City shall provide to County a written list of the health services which it requests County to perform and the State and local public health regulations which it requests County to enforce.

6. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein additional supplies, stationery notices, forms and the like must be issues in the name of City, and the same shall be supplied by City at its own cost and expense.

7. All persons employed in the performance of such services and functions for City shall be County employees and not City employee as such shall be taken over by 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 the purpose of giving official status to the performance thereof where necessary, every County officer or employee engaged in the performance or any service hereunder shall be deemed to be an officer or employee of City while performing services for City, which services are within the scope of this Agreement.

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

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

9. The Assumption of Liability Agreement executed by the parties to this Agreement, and approved by the Board of Supervisors on December 27, 1977, currently in effect is hereby made part of and incorporated into this Agreement as if set out in full herein unless said Assumption of Liability Agreement is expressly superseded by a subsequent agreement hereafter entered into by the parties hereto.

10. City shall pay the cost for the enforcement of a city ordinance or ordinances, except the city ordinance which adopts County Code, Title 11, and its amendments, at rates to be determined by County's Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

The foregoing rates shall be adjusted by County's Auditor-Controller annually effective July 1st of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the Board of Supervisors.

All services rendered hereunder are subject to the limitations of the provisions of Section 23008 of the Government Code, in accordance therewith. Before any services are rendered pursuant hereto, an amount equal to the cost or an amount ten percent (10%) in excess of estimated cost must be reserved by City from its funds to insure payment for work, services, or materials provided hereunder.

11. County, through Director, shall render to City within ten (10) working days after the close of each calendar month an itemized invoice which covers all services performed during said month, and City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum of any portion thereof calculated from the last day of the month in which the services were performed.

12. If such payment is not delivered to the County office which is described on said invoice within thirty (30) calendar days after the date of the invoice, County may satisfy such indebtedness, including interest thereon, from any funds of City on Deposit with County without giving further notice to city of County's intention to do so.

13. City agrees that the execution of any service agreements with the County for the period July 1, 2007 or later shall not be a waiver of any claims, rights or remedies County may have for reimbursement from City for services furnished during the term of this Agreement.

IN WITNESS WHEREOF, the City of Agoura Hills by order of its City Council, has caused this Agreement to be signed by its duly authorized officer and attested by the City Clerk of the City of Agoura Hills, and the Board of Supervisors of the County of

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Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Jonathan E. Fielding, M.D. MPH  
Director and Health Officer

\_\_\_\_\_  
City of Agoura Hills  
City

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND G. FORTNER, JR.  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Public Health

By \_\_\_\_\_  
Gary T. Izumi, Chief  
Contracts and Grants

Revised: 5/16/07