APPENDIX G2

OCHCA Inspection Agreement

Revision History			
Revision	**Date**	**Approval**	**Reason**
0	11/21/05		Original
	09/26/19	M. Seiler	• Reviewed – no changes
	09/24/20	L. McKinley	• Reviewed – no changes
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	10/13/25	L. McKinley	• Reviewed – no changes
	09/22/26	L. McKinley	• Reviewed – no changes
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AGREEMENT FOR PROVISION OF
ENVIRONMENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY SANITATION DISTRICT

THIS AGREEMENT entered into this 10th day of January 2006, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and ORANGE COUNTY SANITATION DISTRICT, a special district of the State of California (DISTRICT)

W I T N E S S E T H:

WHEREAS, the California Regional Water Quality Control Board-Santa Ana Region, Region 8 ("RB8") has adopted Order No. R8-2002-0014, General Waste Discharge Requirements (the "Order"), requiring cities and local wastewater agencies within its jurisdiction in northern and central Orange County to develop site-specific sewer system management plans to reduce sewer system overflows ("SSOs");

WHEREAS, the Order names OCSD as one of 31 Co-Permittees and as a facilitator agency to assist in obtaining regional compliance with the Order by Co-Permittees. The Co-Permittees include 16 cities and 13 local wastewater agencies, including 2 existing military bases, that provide sewer service in northern and central Orange County (although the City of Los Alamitos is named in the Order, the RB8 is expected to remove it from the Order because it does not provide sewer service in its jurisdiction; sewer service in Los Alamitos is provided by the Rossmoor-Los Alamitos Area Sewer District, a Co-Permittee);

WHEREAS, the Co-Permittees are individually required by the Order to develop a Sewer System Management Plan to provide the framework as well as specific management guidance to prevent, control, mitigate, track, and report sewer spills including, but not limited to, funding, staffing, training plans, and enforcement of site-specific Fats, Oils, and Grease (FOG) Control Programs when indicated;

WHEREAS, DISTRICT and Co-Permittees have established their own FOG Control Programs applicable to food service establishments to comply with the Order;

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WHEREAS, the FOG Control Programs of most Co-Permittees closely follow the FOG Control Program adopted by DISTRICT pursuant to DISTRICT's model FOG Control Ordinance;

WHEREAS, COUNTY serves as the Health Officer of the Cities within COUNTY, and contracts to provide Environmental Health Services to the Cities, including inspections of food service establishments;

WHEREAS, DISTRICT is the local sewer agency for County of Orange Unincorporated Area 7 north of the City of Tustin and the DISTRICT owned and operated parts of City of Tustin, and other areas where parcels may be directly connected to the DISTRICT's regional collection system, and wishes to contract with COUNTY for the provision of food service establishment inspection services described herein;

WHEREAS, DISTRICT is coordinating the extension of such Kitchen Best Management Practices (BMPs) screening inspection services to food service establishments within the jurisdiction of Co-Permittees who wish to participate in a jointly coordinated effort to implement the RB8 Order and monitor and control SSOs; and

WHEREAS, COUNTY is agreeable to the rendering of such services on the terms and conditions hereinafter set forth with DISTRICT acting as the lead contracting agency for the participating Co-Permittees:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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I. ALTERATION OF TERMS

This Agreement, together with Exhibit A attached hereto and incorporated herein by reference fully expresses all understanding of COUNTY and DISTRICT with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by the parties.

II. INDEMNIFICATION

A. MUTUAL INDEMNIFICATION

1. Each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees from all liability, claims, losses, and demands, including defense costs, whether resulting from court action or otherwise, arising out of the acts or omissions of the indemnifying party, its officers, agents, or employees, or the condition of property used in the performance of this Agreement.

2. Each party agrees to provide the indemnifying party with written notification of any claim within thirty (30) days of notice thereof, to allow the indemnifying party control over the defense and settlement of the claim, and to cooperate with the indemnifying party in its defense.

B. THIRD-PARTY INDEMNIFICATION

1. Prior to COUNTY extending the services hereunder within the jurisdiction of any Co-Permittee, DISTRICT in its coordination function shall first secure an indemnification agreement identical in the scope and form provided for herein from each such Co-Permittee indemnifying COUNTY from all liability, claims, losses, and demands, including defense costs, arising out of each such Co-Permittee's acts or omissions in the performance of services provided for in this Agreement.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, and/or reports authorized or required by this Agreement shall be effective when:

1. Written and deposited in the United States mail, first class postage prepaid and addressed as follows:

DISTRICT: General Manager
Orange County Sanitation District
P.O. Box 8127
Fountain Valley, CA 92728-8127

COUNTY: Director Health Care Agency
County of Orange Health Care Agency
405 W. 5th Street, 7th Floor
Santa Ana, CA 92701

2. Accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service; or

3. Faxed, transmission confirmed.

B. Termination Notices shall be effective when written and deposited in the United States mail, certified, return receipt requested; when faxed, transmission confirmed; or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service and addressed as specified in subparagraph A. above.

C. For the purposes of this Agreement, any notice to be provided by COUNTY may be given by Health Care Agency Director or his/her authorized representative.

IV. PAYMENTS

A. In consideration of the services provided hereunder, including services which may be extended to participating Co-Permittees, DISTRICT agrees to pay COUNTY the fees or rates adopted by the Orange County Board of Supervisors in effect at the time that such services were rendered. It is understood by the parties that such fees and rates are only for the purpose of meeting COUNTY'S cost associated with providing the services.

1. COUNTY shall invoice DISTRICT for such services quarterly and payment to COUNTY should be released by DISTRICT no later than thirty (30) days after receipt of the invoice, unless DISTRICT requests clarification or correction of the invoice within the same period. Failure of DISTRICT to reimburse COUNTY may be considered a breach of the terms of this Agreement and may result in termination of this Agreement.

2. COUNTY shall give DISTRICT a minimum of thirty (30) days notice of any change in fees or rates adopted by the Orange County Board of Supervisors.

B. All fees or rates collected by COUNTY from DISTRICT shall be paid to and deposited in the County Treasury and become property of COUNTY.

V. SERVICES

A. DISTRICT shall designate the Health Care Agency Director or his/her designee as an Inspector under DISTRICT's FOG Control Program applicable to food service establishments. DISTRICT agrees that the Health Care Agency Director or his/her designee, shall have all the powers and authority associated with the position of Inspector within DISTRICT and shall, at no cost to COUNTY, have access to any and all information and records as well as assistance from officers and employees of DISTRICT necessary to perform services to be provided pursuant to this Agreement. Where the services hereunder are to be extended to any participating Co-Permittee, DISTRICT shall in its coordination function secure a similar designation and delegation of authority to the Health Care Agency Director or his/her designee, by the participating Co-Permittee.

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Furthermore, DISTRICT shall ensure that the participating Co-Permittees' FOG Control Programs are substantially similar to DISTRICT's FOG Control Program to ensure uniformity among participating agencies.

B. The Health Care Agency Director or his/her designee shall perform all environmental health services as described in Exhibit A related to the implementation of DISTRICT's and participating Co-Permittees' FOG Control Programs applicable to food service establishments. DISTRICT and COUNTY may amend this Agreement, in writing, to reflect any additions or deletions of DISTRICT ordinances to be implemented by the Health Care Agency Director or his/her designee. In the event of such additions or deletions, DISTRICT shall in its coordination function ensure that each participating Co-Permittee adopt similar additions or deletions to ensure uniformity among participating agencies.

1. It is agreed that nothing in this Agreement shall be construed as binding DISTRICT to demand of COUNTY, or as requiring COUNTY to perform any particular number of inspections or visits except for the annual inspection identified in Exhibit A. Services under this Agreement may be denied to DISTRICT if the Health Care Agency Director or his/her designee determines that appropriate personnel or other resources are unavailable or the Health Care Agency Director or his/her designee does not have legal capacity to act or perform a particular function or functions.

2. COUNTY shall furnish all necessary labor, supervision, equipment, communication services, facilities, and supplies necessary to perform the scope of work and level of services to be provided.

3. The Health Care Agency Director or his/her designee shall not perform any code enforcement functions and shall not enforce any building code, electrical code, or plumbing code and shall not enforce any vector control functions assumed by the Orange County Vector Control District for which these functions are provided pursuant to an agreement with COUNTY dated December 17, 1974.

VI. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any Federal, State, or County statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, in full force and effect, and to that extent the provisions of this Agreement are severable.

VII. STATUS OF COUNTY

COUNTY shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. COUNTY is entirely responsible for compensating staff and consultants employed by COUNTY. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and DISTRICT or any of COUNTY's employees, agents, or subcontractors. COUNTY assumes exclusively the responsibility for the acts of its employees, agents, or subcontractors as they relate to the services to be provided during

the course and scope of their employment. COUNTY, its employees, agents, or subcontractors shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. Where the services hereunder are to be extended to any participating Co-Permittee, DISTRICT shall in its coordination function secure a similar stipulation by the participating Co-Permittee.

VIII. TERM

A. The term of this Agreement shall commence on January 10, 2006, and shall remain in effect until such time as it is terminated in accordance with the Termination Paragraph of this Agreement; provided, however, the parties shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

B. In the event of termination of this Agreement, the Health Care Agency Director or his/her designee shall have no obligation to implement environmental health services as described in Exhibit A of DISTRICT or of any participating Co-Permittee. Where the services hereunder are to be extended to any participating Co-Permittee, DISTRICT shall in its coordination function secure a similar stipulation by the participating Co-Permittee.

IX. TERMINATION

A. TERMINATION WITHOUT CAUSE

1. Either party may terminate this Agreement, without cause, upon no less than one hundred eighty (180) days written notice given the other party.

B. TERMINATION FOR CAUSE

1. Either party may terminate this Agreement upon five (5) days written notice given the other, if either party fails to perform any of the terms of this Agreement, provided the allegedly breaching party has been given written notice of the alleged breach and has failed to cure the alleged breach within thirty (30) days.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

a) The continued availability of Federal, State, or COUNTY funds for reimbursement of COUNTY's expenditures, and

b) Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement, or reduce or eliminate services, upon thirty (30) days written notice given DISTRICT.

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D. NON-EXCLUSIVE RIGHTS The rights and remedies of either party provided in this Termination paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

X. WAIVER OF DEFAULT OR BREACH

Waiver of any default by either party shall not be considered a waiver of any subsequent default. Waiver of any breach by either party of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach by either party shall not be considered a modification of the terms of this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

ORANGE COUNTY SANITATION DISTRICT

BY: _____ DATED: _____

TITLE: Chairperson

COUNTY OF ORANGE

BY: _____ DATED: _____

CHAIRMAN OF THE BOARD OF SUPERVISORS

SIGNED AND CERTIFIED THAT A COPY
OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD.

_____ DATED: _____

DARLENE J. BLOOM
Clerk of the Board of Supervisors
of Orange County, California

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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EXHIBIT A
SERVICES TO BE PROVIDED BY
COUNTY OF ORANGE, HEALTH CARE AGENCY
FOOD PROTECTION PROGRAM

I. FIELD FUNCTIONS

Conduct one food service establishment FOG Control Program Kitchen BMP screening inspection annually. Inspections will be conducted at those facilities identified in the COUNTY Food Protection Program inventory as unpackaged food facilities. Environmental Health Specialists will report observations of noncompliance to DISTRICT; no FOG separation/containment/interceptor equipment inspections, follow up inspections, enforcement actions, additional inspection information, or joint inspections will be made or required. COUNTY will provide DISTRICT with the inventory (names and addresses) of unpackaged food facilities. DISTRICT will provide COUNTY the jurisdictional boundaries of the participating agencies and provide a listing of the inventoried unpackaged food facilities within the boundaries of each participating agency. Kitchen Best Management Practices (BMPs) screening inspections shall:

1. Verify the removal of garbage disposals
2. Verify the use of drain screens (sinks, floor sinks, floor drains)
3. Review fats, oils, and grease maintenance logs or manifests
4. Verify the presence of kitchen signage outlining proper grease disposal and dry scraping of dishes
5. Verify the presence of Kitchen BMP Training records
6. Verify use of FOG recycling containers (yellow grease and proof of recycling records)
7. Provide education and outreach that will consist of disseminating literature provided by the DISTRICT
8. Observe evidence of improper FOG disposal within the food service establishments

II. ADMINISTRATIVE FUNCTIONS

COUNTY will report Kitchen BMPs observations to one centralized location agreed to between COUNTY and DISTRICT. COUNTY will revise the Food Facility Inspection Report by adding fields pertaining to Kitchen BMPs observations. COUNTY will create a database query that identifies all the unpackaged food facilities that received Kitchen BMPs screening inspection and transfer to the DISTRICT annually. COUNTY will perform quality assurance on Kitchen BMP data prior to transfer to DISTRICT. However, DISTRICT may periodically audit COUNTY's records to ensure that all the appropriate data is being procured, processed, and transferred. Kitchen BMP screening inspection observation data will be provided no later than the 15th of the month following an inspection. COUNTY will transfer screening inspection data electronically to DISTRICT or other mutually agreed upon

mechanism. COUNTY will perform program evaluations periodically to ensure that each facility requiring an inspection has received one within the specified time period and to review time values.

III. TRAINING

COUNTY will create a training presentation for COUNTY Food Protection Program staff. COUNTY will provide training to the COUNTY Food Protection Program staff on Kitchen BMP screening inspections and allow DISTRICT and their program-related designees and contracted Co-Permittees to observe. Refresher training will be left to the discretion of COUNTY. COUNTY will incorporate Kitchen BMP screening components into the new Specialist-training program.

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