

FORM APPROVED COUNTY COUNSEL

BY: JINDY R. XANG 3/17/11 DATE

Departmental Concurrence

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

909



FROM: Community Health Agency/ Department of Environmental Health

SUBMITTAL DATE:  
March 17, 2011

SUBJECT: Approve the Second Amendment to the Contract with the City of Moreno Valley and the County of Riverside for Vector Control Services.

RECOMMENDED MOTION: That the Board of Supervisors Approve and Authorize the Chairman to sign the Second Amendment to the contract between the Department of Environmental Health and the City of Moreno Valley for vector control services, for the period of performance July 1, 2011 through June 30, 2013.

BACKGROUND: This Second Amendment to the contract is necessary due to the need for mosquito and other vector control services within the City of Moreno Valley. Proactive vector control services help to prevent diseases such as West Nile Virus and are imperative to protecting the public's health. The current contract limits the City's billable services to \$25,000 per fiscal year 11/12 and 12/13. This Second Amendment will extend the contract to June 30, 2013. There are no other changes to the contract.

SVS:kj

Steve Van Stockum, Director  
Department of Environmental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 25,000	In Current Year Budget:	yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	no
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% funding upon ratification of this agreement, fees for service.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Debra Cournoyer  
Debra Cournoyer

County Executive Office Signature

Dep't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3/16/10 3.17,11/4/08 3.16 | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.9

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the County of Riverside, through its Community Health Agency, Department of Environmental Health, hereinafter referred to as the "Contractor".

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES," hereinafter referred to as "Agreement," effective July 1, 2008. (Attachment B)

Whereas the Contractor is providing professional and technical services as more specifically described in the Agreement.

SECTION 1 SECOND AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Exhibit B, Item C" to the Agreement (Fee Schedule) was previously amended at a rate not to exceed \$25,000 annually for services rendered. (Attachment A)

1.2 "Page 1, Item 3-A, TERMS OF AGREEMENT Contract Term" is hereby amended to extend the term of this Agreement for an additional two (2) years beginning July 1, 2011 with a termination date of June 30, 2013.

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE

BY: \_\_\_\_\_  
Barry Foster, Community & Economic Development Director

BY: \_\_\_\_\_  
Chairman  
Board of Supervisors

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Legal Form:

BY:   
for Robert L. Hansen, City Attorney

ATTEST: \_\_\_\_\_  
Clerk of the Board

By: \_\_\_\_\_  
Deputy  
(Seal)

DATE: \_\_\_\_\_

Attachment A: First Amendment to Agreement  
Attachment B: Original Agreement

FORM APPROVED COUNTY COUNSEL

BY:  3/14/11  
JINNY R. YANG DATE

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

This Amendment to Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the County of Riverside, through its Community Health Agency, Department of Environmental Health, hereinafter referred to as the "Contractor".

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES," hereinafter referred to as "Agreement," effective July 1, 2008.

Whereas the Contractor is providing Vector Control Services as more specifically described in "Exhibit A" to the Agreement.

Whereas, "Exhibit A" to the Agreement is not being amended as the "SCOPE OF SERVICES" section thereof in the original Agreement with Contractor has not changed.

Whereas, it is desirable to amend the Agreement to expand the terms of payment to the Contractor due to the increase in activity levels for the scope of the work to be performed by the Contractor, as is more particularly described in Exhibit B, Item C."

**AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

Page 2

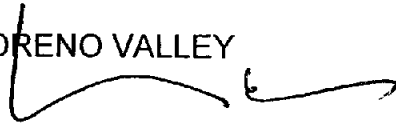
SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit B, Item C to the Agreement (Fee Schedule) is hereby amended at a rate not to exceed \$25,000 annually for services rendered.

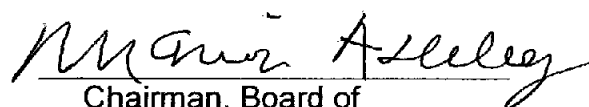
SECTION 2

2.1 Except as otherwise specifically provided in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect.

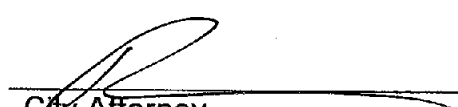
IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

CITY OF MORENO VALLEY  
BY:   
\_\_\_\_\_  
Kyle Kollar  
Community Development Director

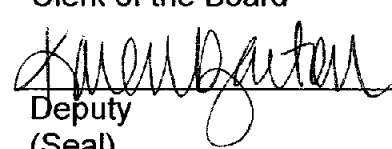
DATE: 1/5/10

COUNTY OF RIVERSIDE  
BY:   
\_\_\_\_\_  
Chairman, Board of  
Supervisors **MARION ASHLEY**

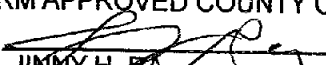
DATE: MAR 16 2010

Approved as to Legal Form:  
BY:   
\_\_\_\_\_  
City Attorney

DATE: 12-29-09

ATTEST: KECIA HARPER-IHEM  
Clerk of the Board  
By:   
\_\_\_\_\_  
Deputy  
(Seal)

Attachment A: Original Agreement, Exhibit A, Exhibit B

FORM APPROVED COUNTY COUNSEL  
BY:   
\_\_\_\_\_  
JIMMY H. RA DATE 2/24/10

MAR 16 2010 3.17

**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and the County of Riverside, through its Community Health Agency, Department of Environmental Health, hereinafter referred to as the "Contractor".

WITNESSETH AS FOLLOWS:

1. RECITALS:

- A) The City desires the Contractor to provide Vector Control Services that include plague surveillance, mosquito surveillance, fly and mosquito control, rodent and cockroach control, advice and assistance, community awareness and abatement projects, complaint response, public presentations, consultations, public education with flyers and booklets, and in enforcing Riverside County Code 8.36 et. seq. as said ordinances have been adopted by City; and
- B) The City does not have available employees to perform such services; and
- C) Such services are needed on a limited and non-exclusive basis; and
- D) The Contractor has personnel with sufficient training and expertise to provide such services; now, therefore,

The parties agree as follows:

2. SCOPE OF SERVICES TO BE RENDERED: Under the direction of the Community Development Director, or other designee of the Community Development Director, the Contractor shall provide said services as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

3. TERMS OF AGREEMENT:

- A) Contract Term: The term of this Agreement shall become effective upon execution by both parties, for a term of approximately three (3) years, beginning July 1, 2008, with a termination date of June 30, 2011.
- B) Amendment: City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Contractor.
- C) Termination: This Agreement may be terminated with or without cause by either party on written notice to the other party. The effective date of cancellation being the receipt of said written notice on the third business day following mailing thereof, whichever shall first occur. Contractor shall be entitled to compensation

for work satisfactorily completed prior to the notice date of termination. In the event the City terminates the Agreement, the Contractor shall perform no further services under the Agreement unless the notice of termination authorizes such further work

4. GENERAL PROVISIONS:

- A) Compensation: For services rendered pursuant to this Agreement, the Contractor shall be compensated according to the Fee Schedule in Exhibit "B" attached hereto and incorporated herein by this reference. Compensation not to exceed \$15,000 annually.
- B) Prevailing Wages: Contractor shall pay prevailing wages as required by the labor laws of the State of California and applicable Federal laws.
- C) Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- D) Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- E) Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- F) Legal Considerations. The Contractor shall comply with applicable Federal, State, and local laws in the performance of this Agreement.
- G) Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general

liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

H) City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City and it's officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

I) Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense:

- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

- Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the City provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement
- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/RDA premises. Such coverage limits shall not be less than \$1,000,000 combined single limit..

A Certificate of Insurance evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this



Agreement. The Certificate shall list the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District as certificate holders.

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

- J) Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- K) Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- L) Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor's time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for five (5) years following completion of the services under the Agreement.
- M) Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of Federal, State, or local law.

- N) Conflict of Interest. During the term of this Agreement, the Contractor shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Contractor's duties under this Agreement.
- O) Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- P) Licenses. The Contractor is required to have in full force and effect all business and/or contractor's licenses and permits required by applicable laws to perform general nuisance abatement services within the City. A State contractor's license, if applicable, shall be current and without any record of disciplinary actions.

5. NOTICES: All notices and communications under this Agreement shall be made to the following:

Department of Environmental Health  
 Riverside County, Community Health Agency  
 P.O. Box 7600  
 4065 County Circle Drive  
 Riverside, CA 92513-7600  
 ATTN: Jeff Johnson

Code & Neighborhood Services Official  
 Community Development Department  
 City of Moreno Valley  
 P.O. Box 88005  
 14177 Frederick Street  
 Moreno Valley, CA 92552-0805

6. AUTHORITY TO EXECUTE

- A) City hereby appoints the Code & Neighborhood Services Official, or his or her designee, as the City representative in the administration of this Agreement.
- B) Contractor acknowledges that the person executing this agreement has been duly authorized by Contractor to do so on behalf of Contractor.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have each caused their authorized representative to execute this Agreement.

Dated: 12/1/08

CITY OF MORENO VALLEY  
By: [Signature]  
Kyle Kollar  
Community Development Director

COUNTY OF RIVERSIDE  
By: [Signature]  
Chairman, Board of Supervisors  
ROY WILSON

APPROVED AS TO LEGAL FORM:  
By: [Signature]  
Robert D. Herrick  
City Attorney

ATTEST: **NANCY ROMERO**  
[Signature]  
Clerk of the Board

By: [Signature]  
Deputy  
(Seal)

Attachments: Exhibit "A" Scope of Services to be Rendered  
Exhibit "B" Fee Schedule

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 10/7/08  
JINNY H. RA DATE

**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

**EXHIBIT A**

SCOPE OF SERVICES TO BE RENDERED. Contractor shall furnish personnel, materials and supplies to perform the following services:

- A) Mosquito Control Services:
  - a) Respond to all citizen's complaints and requests for assistance concerning mosquitos and, when appropriate, take action(s) to abate or control the vector(s).
  - b) Conduct mosquito surveillance and control activities, including fact-finding, inventory of breeding sources, education and consultation, i.e., issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness, and direct control action to include biological and chemical control when necessary.
  
- B) Domestic Rodent Control Services:
  - a) Investigate all reported infestations of domestic rodents. Offer advice on correct methods as may be necessary to ensure control, including pest abatement for Rattus rattus and Rattus norvegicus only; provide advice on the elimination of harborages and attractants; and provide education/consultation.
  - b) Maintain a program of public education, consultation, and assistance in preventing, detecting and eliminating domestic rodent and ectoparasite infestation.
  
- C) Fly Control Services:
  - c) Investigate citizen complaints concerning flies and animal waste, take action to eliminate fly breeding sources where practical, including legal action if required, i.e. issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness.
  - d) Cooperate with agriculturalists, farm groups, civic groups, schools, industries and other interested parties in solving area flu problems, providing area chemical control only if the City approves it.
  
- D) Other Vector Control Services: Respond to requests for assistance and to citizen complaints with information and advise and providing legal action where necessary and practical to eliminate source problems. Contractor will not provide chemical or biological treatment of house vectors. Other vectors include, but are not limited to, cockroaches, food-infesting pests and insects, ticks, mites, lice, fleas, and bed bugs; venomous insects such as bees, wasps, yellow jackets, hornets, and ants; other venomous arthropods such as scorpions and spiders, and vertebrate pests and vectors such as native rodents, rattle snakes, pest birds, bats and skunks, among others.

**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY  
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES**

**EXHIBIT B**

FEE SCHEDULE:

- A) For and in consideration of the rendition by Contractor of those services specified in Exhibit "A," City agrees to pay Contractor at the hourly rate established in County Ordinance 640 as codified in Riverside County Code, Ch. 4.52, for the cost of services rendered and the actual costs to Contractor for pesticides and supplies. This hourly amount shall be deemed to be the total hourly cost to Contractor to provide said services, including any travel time.
  
- B) Contractor shall submit itemized billings for the items as outlined in Exhibit "A" of Agreement to City on a quarterly basis, for all services rendered. City agrees to pay all such charges within sixty (60) days of receipt of itemized statements therefore.
  
- C) Compensation not to exceed \$15,000 annually.