

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

404



FROM: Department of Environmental Health

SUBMITTAL DATE:
April 8, 2014

SUBJECT: Approve the Fourth Amendment to extend the Agreement with the City of Moreno Valley and the County of Riverside for 3 years for Vector Control Services. District 5/District 5; (\$96,000); Local Funds 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Direct the Chairman to sign the Fourth Amendment to the Agreement between the County of Riverside and the City of Moreno Valley extending the term of the agreement from July 1, 2014 through June 30, 2017.
2. All other terms and conditions of the Agreement are to remain unchanged and in full force and effect.

BACKGROUND:

Summary

On October 21, 2008 agenda item 3.15, the Board approved an agreement with the City of Moreno Valley for vector control services. 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 (continued on page 2)

SVS:KJ

Steve Van Stockum
Director, Department of
Environment Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 32,000	\$ 96,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: City of Moreno Valley for Vector Control Services.	Budget Adjustment: No.
	For Fiscal Year: 14/15 -16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 6, 2014
xc: Environmental Health

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

3-9

FORM APPROVED COUNTY COUNSEL
BY: ERIC STOPHER
DATE: 4/8/14
Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Fourth Amendment to the Agreement with City of Moreno Valley

DATE: April 8, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

diseases such as West Nile Virus and are imperative to protecting the public's health. The Fourth Amendment will extend the contract to the current termination date from June 30, 2014 to June 30, 2017. There are no other changes to the agreement.

Impact on Citizens and Businesses

The Department of Environmental Health is responsible for maintaining public safety, these services will help prevent West Nile Virus and other related diseases.

SUPPLEMENTAL:

Additional Fiscal Information

The County currently has agreement effective through June 30, 2014 with the City of Moreno Valley which the services provided by the County are billable and paid by the City.

Contract History and Price Reasonableness

The original contract was entered into on July 1, 2008, vector control services have been provided to the City of Moreno Valley since, the hours are billed at the current hourly rate at the time of service. Services are 100% funded by the City.

**COUNTY OF RIVERSIDE
AMENDMENT NO. 4 TO THE AGREEMENT
WITH
CITY OF MORENO VALLEY
(Vector Control Services)**

CONTRACTOR:	City of Moreno Valley
Contract Term:	July 1, 2014 through June 30, 2017
Effective Date of Amendment:	July 1, 2014
Annual Maximum Contract Amount:	\$32,000.00

The Agreement between Riverside herein referred to as COUNTY and City of Moreno Valley, herein referred to as CITY, and is amended as follows:

RECITALS:

Whereas the CITY and COUNTY entered into 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 A).

Whereas this Agreement was amended on June 5, 2012, the "Third Amendment to Agreement" to extend the term of the Agreement until June 30, 2014. (Attachment B).

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

SECTION 1 FOURTH AMENDMENT TO ORIGINAL AGREEMENT:

1.1 Exhibit B, Item C: to the Agreement (Fee Schedule) shall be amended at a rate of not to exceed \$32,000.00 annually for services rendered. (Attachment C).

1.2 Page 1, Item 3-A, TERMS OF AGREEMENT 'Contract Term' is hereby amended to extend the term of this Agreement for three additional years beginning on July 1, 2014 through June 30, 2017.

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.


On page 1 of the Agreement, amend Section 3A. the "Contract Term": To amend all reference to the Contract Term from expiration of June 30, 2014 to a Contract Term of July 1, 2014 through June 30, 2017 unless terminated as specified in Section 3C. Termination.

IN WITNESS WHEREOF the Parties hereto have caused their duly authorized representatives to execute this Amendment.

CITY OF MORENO VALLEY

COUNTY OF RIVERSIDE

BY: 
Michelle Dawson,
City Manager

BY: 
Chairman, **JEFF STONE**
Board of Supervisors

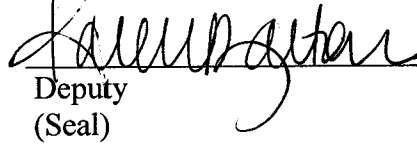
DATE: 4.17.14

DATE: MAY 06 2014

Approved as to Legal Form:

ATTEST: KECIA HARPER-IHEM
Clerk of the Board

Suzanne Bryant, City Attorney

BY: 
Deputy
(Seal)

DATE:  4-16-14

FORM APPROVED COUNTY COUNSEL
BY:  4/22/14
ERIC STOPHER DATE

ATTACHMENT A

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 Contractors 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 *by Paul Emery*
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

ATTACHMENT B
**THIRD 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 THIRD AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Exhibit B, Item C" to the Agreement (Fee Schedule) shall be amended at a rate not to exceed \$32,000 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 two additional years beginning July 1, 2012 with a termination date of June 30, 2014.

THIRD 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

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

DATE: 4/10/12

Approved as to Legal Form:

BY: Robert L. Hansen
for Robert L. Hansen, City Attorney
PAUL EARLY, DCA

DATE: 4/12/12

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

COUNTY OF RIVERSIDE

BY: John Tavaglione
Chairman Board of Supervisors JOHN TAVAGLIONE

DATE: 6-5-12

ATTEST: KECIA HARPER-IHEM
Clerk of the Board

By: Yvonne Cardenas
Deputy (Seal)

FORM APPROVED COUNTY COUNSEL
BY: Anita C. Willis 577-12
ANITA C. WILLIS DATE

ATTACHMENT C

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 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 \$32,000.00 annually.