

FORM APPROVED COUNTY COUNSEL 11/3/14
 BY: GREGORY P. PRIAMOS DATE

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

243



FROM: Department of Environmental Health

SUBMITTAL DATE:
 November 5, 2014

SUBJECT: Approve the Agreement with SCI Consulting Group for Feasibility Study and Public Opinion Survey for Vector Control Services via the competitive bid process, with only one bid received. District 1-5; [\$52,500 total; 100% department operating budget].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Direct the Chairman to sign the Agreement between the County of Riverside and the SCI Consulting Group for phase 1 to conduct Feasibility Study and Public Opinion Survey of all unincorporated service areas for Vector Control Services.

BACKGROUND:

Summary

On October 1, 2013 agenda item 3.8, the Board approved the issuance of an RFP for Consulting Services to conduct a Feasibility Study and Public Opinion Survey. According to the Prop 218 guidelines assessment requires a simple majority vote that is weighted by the potential liability of the proposed assessment.

(continued on page 2)

SVS:KJ

Steve Van Stockum

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	\$ 52,5000	\$ 0	\$ 52,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Department Operating Budget
 Budget Adjustment: No.
 For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Steven C. Horn*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: November 24, 2014
 xc: Environmental Health

Kecia Harper-Ihem
 Clerk of the Board
 By: *Kecia Harper-Ihem*
 Deputy

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

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

FORM 11: Approve the Agreement with SCI Consulting Group for Feasibility Study and Public Opinion Survey for Vector Control Services via the competitive bid process with only one bid received. District 1-5/District 1-5; [\$52,500 total; 100% department operating budget].

DATE: May 12, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The RFP was released on February 11, 2014 and sent to sixty nine potential vendors and closed on March 13, 2014 with only one bid received from SCI Consulting Group. A BAFO was received on May 1, 2014. On June 17, 2014 agenda item 3-24, the Board requested further information prior to consideration. Further discussions followed with the Northwest and Coachella Valley Mosquito & Vector Control districts. Letter of support received from Coachella Valley Mosquito and Vector Control District (CVMVCD) on July 9, 2014. Representatives of Northwest Mosquito and Vector Control District (NWMVCD) expressed no opposition to County of Riverside proceeding with phase 1 to conduct Feasibility Study and Public Opinion Survey of all unincorporated areas served by the County Department of Environmental Health. If Agreement is approved, the results will be brought back to the Board to present findings and ask for consideration to move forward with phase 2 Engineering Report and parcel vote.

Impact on Citizens and Businesses

This process will allow parcel owners within the unincorporated areas currently served by the County Department of Environmental Health to initially express their opinions and willingness to support maintained and enhanced vector control services with a very moderate benefit assessment. On September 3, 2014 the California Department of Public Health issued a press release indicating West Nile Virus at Highest Level Ever in Mosquitoes. This is a reminder that sufficient resources are necessary in order to protect public health and safety.

SUPPLEMENTAL:

Additional Fiscal Information

Funding for Phase I to be performed in FY 2014/15.

Contract History and Price Reasonableness

SCI Consulting Group is the only responsive and responsible bidder and considered reasonable based on knowledge and experience.

FY 2014/15 \$52,500

Date: November 25, 2014

From: Steve Van Stockum, Director of Environmental Health
Department of Environmental Health

To: Board of Supervisors

Via: Purchasing Agent

Subject: Single Source Procurement Request – SCI Consulting Group for
Feasibility Study and Public Opinion Survey for Vector Control Services

The information provided below is in support of the Department of Environmental Health requesting approval for a single source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for single source.

1. **Supply/Service being requested:** Feasibility Study and Public Opinion Survey for Vector Control for the unincorporated areas of Riverside County. This service would only include Phase I public opinion research services and outreach at this time. This item will be brought back to the Board at a future date for consideration of Phase II engineering, balloting and administration for vector control funding measure.
2. **Supplier being requested:** SCI Consulting Group, vendor code #89306
3. **Alternative suppliers that can or might be able to provide supply/service:** Although there are alternative suppliers that may be able to offer similar services this vendor was the only respondent that provided all of the services requested in the Request for Proposal (RFP) for Riverside County Environmental Health. The Cal State San Bernardino Institute of Applied Learning has experience with public opinion polls but was unable to meet the requirements of having experience conducting at least three successful Proposition 218 ballot measures for mosquito and vector control funding. Additionally, Revolvix was interested in providing a proposal but did not complete the process and return a submission.
4. **Extent of market search conducted:** RFP EHARC-002 was issued on February 11, 2014, posted on Public Purchase and sixty nine vendors were notified. At the close of the RFP there was only one proposal received.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** SCI Consulting was found to be the only responsive responsible bidder providing a proposal for this service based on the RFP requirements and having specialized experience with Proposition 218 which is extremely important in order to have a successful program overall.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Department of Environmental Health provides vector control services to unincorporated areas of the County and this study will give the residents on parcels in unincorporated areas a voice on future services.

7. **Price Reasonableness:** SCI Consulting Group is the only responsive and responsible bidder and the price considered reasonable based on knowledge and experience. Additionally, through best and final negotiations with the vendor the County was able to clarify some of the requirements in the scope of work thus eliminating some of the proposed unnecessary work and the associated costs resulting in a price reduction from \$558,300 to \$247,200 for both Phase I and Phase II completion. Rates offered the County are equal to or better than rates charged similar customers. Based on the evaluation criteria as set forth in the RFP and this new redefined scope of work, the department wishes to award this contract to SCI Consulting Group. This request is for Phase I only at a cost of \$52,500. Should the County elect to complete additional phases, additional Board approval will be sought

8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this single source? (Maintenance, support, or upgrades, if so, please explain:**

This proposal is for Phase I (Tasks 1, 2, 3) for \$52,500. The County has an option for additional phases if required.

9. **Period of Performance:** July 1, 2014 through June 30, 2015. Total contract cost shall not exceed \$52,500 including Phase I services. Additional meeting costs will require amendments based on actual need.



10/30/14

Department Head Signature / Steve Van Stockum

Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 52,500 One time Annual Amount through 6-30-15



10-30-14

15-286

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

PROFESSIONAL SERVICE AGREEMENT

for

PHASE I - PUBLIC OPINION SURVEY AND RESEARCH SERVICES and

PHASE II – ENGINEERING, BALLOTING AND ADMINISTRATION

FOR VECTOR CONTROL FUNDING MEASURE

between

COUNTY OF RIVERSIDE

and

SCI CONSULTING GROUP



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This Agreement, made and entered into this 1st day of July, 2014, by and between SCI Consulting Group, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of three (3) pages at the prices stated in Exhibit B, Payment Provisions, consisting of three (3) pages.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2015, with the option to renew for up to four (4) additional years, each year shall be renewable in one year increments by written amendment, unless terminated earlier, with a completion date of June 30, 2019. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two hundred forty seven thousand two hundred dollars (\$247,200) annually including all expenses. In the event the COUNTY choses to include "Optional Task #7" for the levy submittal and administration in subsequent fiscal years (contract years three, four and five), those costs shall not exceed the following amounts: second fiscal year cost \$24,750, third fiscal year cost

\$22,750 and fourth fiscal year cost \$22,750 plus up to \$1,500 per fiscal year of incidental costs (property data, maps, travel and other out-of-pocket expenses.). The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

COUNTY OF RIVERSIDE
DEPARTMENT OF ENVIRONMENTAL HEALTH
P.O. Box 7600
Riverside, CA 92513-7600

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number EHARC-96160-001-07/15 and/or Departmental PO number, quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination;
- and

- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 CONTRACTOR is debarred from the System for Award Management (SAM). If the agreement is federally or State funded, CONTRACTOR must notify the COUNTY immediately of the debarment. Reference: (System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR

further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the

CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants

that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

PURCHASING AND FLEET SERVICES

2980 Washington Street

Riverside, CA 92504

Attn: Melissa Etter

CONTRACTOR

SCI CONSULTING GROUP

4745 Mangels Blvd.

Fairfield, CA 94534

Attn: John Bliss

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the

Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability

of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall

promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:

COUNTY OF RIVERSIDE
4080 Lemon Street
Riverside, CA 92501

Signature: Jeff Stone
Print Name: Jeff Stone
Title: Chairman of the Board of Supervisors
Dated: Nov. 24, 2014

CONTRACTOR:

SCI CONSULTING GROUP
4745 Mangels Blvd.
Fairfield, CA 94534

Signature: John W. Bliss
Print Name: John W. Bliss
Title: V.P.
Dated: 12-19-14

FORM APPROVED COUNTY COUNSEL
BY: Eric Stopher
DATE: 12/18/14

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Exhibit A - Scope of Service

E1 PHASE I - SOLICITATIONS:

A. CONTRACTOR shall solicit the public's relative priority and level of support for existing or enhanced programs to control mosquitoes and other vectors in the COUNTY'S service area, unincorporated area only.

B. CONTRACTOR shall solicit the public's threshold of financial support (i.e. viable assessment amount) for existing or enhanced mosquito and vector control in the COUNTY'S service area.

E2 PHASE I - MEASUREMENTS

CONTRACTOR shall measure public support in a statistically valid manner for a local revenue measure that would provide funding for existing or enhanced mosquito and vector control services. COUNTY may considering a benefit assessment as the funding mechanism.

E3 PHASE I - REPORTING

A. CONTRACTOR shall report to the COUNTY the results itemized by key demographic groups, including by geographic areas.

B. CONTRACTOR shall report and shall identify how information can influence opinions about the measure and public priorities.

E4 PHASE I - PROFESSIONAL ADVICE

CONTRACTOR shall provide professional advice as to whether or not to proceed to property owners with mosquito and vector control funding measure and how to proceed if such a measure is deemed to have support in the community.

E5 PHASE I - EDUCATIONAL OUTREACH PLAN

CONTRACTOR shall provide a plan for educational outreach to the community in regards to the importance of vector control services.

E6 PHASE I - FINDINGS and RECOMMENDATIONS

A. CONTRACTOR shall prepare a report of the findings and recommendations including study methodology, statistical analysis and an interpretation of the findings.

B. CONTRACTOR shall present findings for Phase I requirements. The desired completion date for the opinion survey and report of findings is **December 1, 2014**. This date is an estimate only based on current needs and may be subject to change.

E7 PHASE I - PHONE CALLS

CONTRACTOR shall respond to and handle all phone calls from property owners regarding tax bill questions on a toll free phone line.

E8 PHASE II - MINIMUM REQUIREMENTS

It is critical to the continued success of the COUNTY that this ballot measure is successful; therefore an experienced consultant is needed. CONTRACTOR has acknowledged their ability to meet the following minimum qualifications supporting their experience of similar projects:

- A. Have extensive knowledge of Proposition 218 requirements.
- B. Have extensive successful experience with Proposition 218 ballot measures.
- C. Have experience conducting at least three successful Proposition 218 ballot measures for mosquito and vector control funding.

E9 PHASE II – ENGINEER’S REPORT AND ASSESSMENTS

- A. CONTRACTOR shall obtain assessor data and other real property information required for the assessment, benefit analysis and cost estimates. CONTRACTOR shall identify and account for all exempt parcels.
- B. CONTRACTOR shall assist with the preparation of budgets and cost estimates for the assessment.
- C. CONTRACTOR shall prepare an assessment diagram and maps as needed.
- D. CONTRACTOR shall prepare benefit analysis, cost estimates method of apportionment and other assessment engineering elements for Engineer’s Report.
- E. CONTRACTOR shall make findings of special and general benefits from services to be funded.
- F. CONTRACTOR shall review the cost estimates, benefit analysis and assessment engineering analysis with COUNTY staff prior to finalizing the preliminary Engineer’s Report.
- G. CONTRACTOR shall prepare preliminary Engineer’s Report in accordance with applicable special assessment laws and requirements.
- H. CONTRACTOR shall assist with the preparation and review of resolutions for the assessment ballot proceeding, for preliminary approval of engineer’s report, assessment ballot proceeding requirements, confirmation of assessment levies and other resolutions as required.
- I. CONTRACTOR shall prepare resolutions required.
- J. CONTRACTOR shall prepare final Engineer’s Report in accordance with applicable special assessment laws and requirements.

E10 PHASE II – ASSESSMENT NOTICES AND BALLOTS

- A. CONTRACTOR shall design, print, address and mail assessment notices and ballots in accordance with applicable special assessment laws and requirements.
- B. CONTRACTOR shall facilitate mailing, return and tabulation of ballots.
- C. CONTRACTOR shall subcontract with an independent third party that will be responsible for the ballot tabulation process (the Tabulator). Ballots should be returned by property owners directly to the address of the Tabulator. (Alternatively, the County clerk may be responsible for the tabulation and CONTRACTOR will provide technical assistance).
- D. CONTRACTOR shall prepare any materials or resolutions needed for the final confirmation of the ballot results and assessments.
- E. CONTRACTOR shall assist with the public hearing to be held at the conclusion of the balloting period.
- F. If the assessment ballot proceeding is successful, CONTRACTOR shall obtain the final lien-date Assessor Roll for fiscal year 2014-15 and recalculate the assessments to match the lien-date roll.

E11 PHASE II FINAL ASSESSMENT

- A. CONTRACTOR shall submit the final assessment levies for inclusion on the upcoming fiscal year tax roll.
- B. CONTRACTOR shall confirm the final assessments prior to the issuance of tax bills.

E12 COMMUNICATIONS AND MEETINGS:

- A. CONTRACTOR shall meet with County staff, as required.
- B. CONTRACTOR shall communicate with the County Assessor's Office, County Auditor, and other parties as needed.
- C. CONTRACTOR shall directly respond to property owner inquiries regarding the assessments throughout the fiscal year.
- D. CONTRACTOR shall provide periodic reports to the COUNTY regarding the assessments and the assessment collections.

E13 PROJECT COMPLETION:

- A. CONTRACTOR shall confirm that a simple majority weighted by parcel owner interest is sufficient to move forward with the ballot measure as required per Proposition 218.
- B. CONTRACTOR shall assist COUNTY in moving forward with Phase II based on findings in Phase I.

Exhibit B- Payment Provisions

B1 – Total Project Costs:

Proposed Service	Description	Total Cost
PHASE 1	PUBLIC OPINION SURVEY AND RESEARCH SERVICES FOR VECTOR CONTROL FUNDING MEASURE	\$ 52,500
PHASE 2	ENGINEERING, BALLOTING AND ADMINISTRATION FOR VECTOR CONTROL FUNDING MEASURE	\$ 194,700
	Total of Phase I and Phase II	\$ 247,200

B2 – Cost Narrative:

Phase I: Public Opinion Survey and Research Services for Vector Control Funding Measure

Task 1: Initial Feasibility Analysis, Initial Assessment Engineering and Planning

In consideration for the work accomplished on this Project related to the Initial Feasibility Analysis, Initial Assessment Engineering and Planning, SCI shall be compensated in the amount of \$8,500, payable 45 days after the initial kickoff meeting.

Task 2: Public Opinion Research and Survey

In consideration for the work accomplished on this Project for a scientific survey of at least 12,000 property owners and the opinion research findings, SCI shall be compensated in the amount of \$22,500.

Task 3: Educational Outreach

Compensation for work accomplished on this Project under Task 3 informational outreach services is \$20,000 as a fixed fee amount.

Phase II: Engineer's Report and Assessments

Task 4: Assessment Engineering and Engineer's Report

Compensation for Task 2 services, including assessment engineering services, the preparation of the Engineer's Report, cost estimate and all other services as outlined under the Scope of Services shall be \$29,500, payable upon submittal of the Engineer's Report to the County.

Task 5A: Assessment Ballot Proceeding

The cost for the design, printing and mailing of notice and assessment ballots and balloting services is dependent on the type and format of such notice/ballots. If such notice/ballots are printed in one or two colors, the quantity of parcels in the assessment district does not exceed 120,000 and the ballots are in the format typically used by Consultant, the total cost for designing, printing, addressing, mailing, prepaid return postage, responding to property owner inquiries, issuing replacement ballots, research and re-mailing of undeliverable ballots and other ballot administration services shall be \$124,000, payable upon mailing of the ballots.

Task 5B: Ballot Tabulation

If the tabulation is performed by an independent professional auditing and accounting firm with assessment ballot tabulation experience, the tabulation fee is estimated to be \$12,700.

Task 6: Levy Submittal and Administration, First Fiscal Year

If the proposed assessment obtains weighted majority approval and is approved for formation by the County Board of Supervisors, deferred and contingent compensation for work performed under Phase II and additional compensation for the determination of the final assessment levies and Levy Submittal and Administration throughout the first fiscal year shall be \$26,500, payable upon receipt of the first installment of the assessments from the County Auditor/Tax Collector.

Optional Task 7: Levy Submittal and Administration, Subsequent Fiscal Years

Compensation for optional Task 7 levy submittal and administration services shall be \$23,250 for the second fiscal year, \$21,250 for the third fiscal year and \$21,250 for the fourth fiscal year. Such compensation shall be due 50% upon filing of the taxes/assessments with the County Auditor and 50% on January 15th of the fiscal year.

Other Provisions:

The scope of services includes up to three (3) in-person meetings with the County for Phase I, four (4) in-person meeting for Phase II and two (2) in-person meetings annually for Task 7. Any additional meetings, if required, shall be billed at the rate of \$650 per person per meeting.

Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work under Phase I shall be reimbursed at actual cost by the County with total cost not to exceed \$1,500 without prior authorization from the County.

Incidental costs incurred by SCI for the purchase of property data, maps, travel and other out-of-pocket expenses incurred in performing the scope of work under Phase II shall be reimbursed at actual cost by the County with total cost not to exceed \$2,000 without prior authorization from the County.

Incidental costs for Task 7 services in future fiscal years, including publication of the notice of public hearing, shall not exceed \$1,500 per fiscal year, without prior authorization from the County.

For assessments for public agencies which cannot be collected through the County Auditor/Tax Collector, SCI shall prepare and manage the mailing of manual bills to public agencies and shall assist with the subsequent collection of their assessments. There is no charge for this service.

Note: All costs associated with this the scope of services can be financed or refunded by the assessment levies.

HOURLY BILLING RATES

POSITION	HOURLY RATE
President	\$210
Vice President	\$190
Senior Assessment Engineer	\$190
Senior Consultant	\$165
Assessment Engineer	\$165
Consultant	\$150
Senior Project Analyst	\$125
Project Analyst	\$110
GIS Staff	\$100
Research Assistant	\$65
Support Staff	\$55