

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



ITEM  
3.19  
(ID # 3999)

MEETING DATE:

Tuesday, May 2, 2017

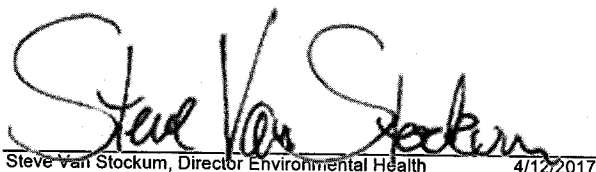
FROM : ENVIRONMENTAL HEALTH:

SUBJECT: ENVIRONMENTAL HEALTH: Accept the grant agreement between Public Health Foundation Enterprises and Riverside County Environmental Health Department Vector Control Program Districts: 1,3,4,&5 [\$120,000] Federal funded 100% 4/5 vote

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept grant agreement number 6NU500CK000410-03-06 between Public Health Foundation Enterprises and Riverside County Environmental Health Department, for the period of April 2017 through July 2018, in the amount of \$120,000.
2. Direct Auditor-Controller to make the budget adjustments as specified on the attached Schedule A.

ACTION: Policy, 4/5 Vote Required



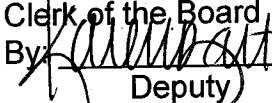
Steve Van Stockum, Director Environmental Health 4/12/2017

---

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: May 2, 2017  
xc: Environmental Health, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 9,400	\$110,600	\$ 120,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Public Health Foundation Enterprises grant (Federal funded 100%)			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 16/17 - 18/19	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

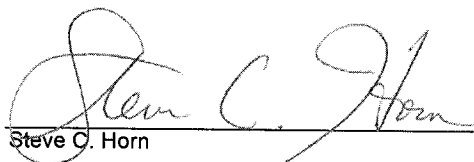
**Summary**

Environmental Health applied for and received this grant aimed at enhancing preparedness and response to Zika virus (a mosquito borne disease). Funds are allocated to enhance invasive Aedes mosquito surveillance and control and public outreach. The goal is to educate the public on how to reduce mosquito breeding on their property, effectively treat mosquito breeding locations, and eliminate or slow the spread of the invasive mosquito. This will be accomplished by replacing aging equipment, purchasing pesticides, hiring TAP employees, and providing funds for lab testing of mosquitos for presence of the Zika virus. This grant by Public Health Foundation Enterprises, Inc. is on behalf of the California Department of Public Health and funded by the U.S. Centers for Disease Control and Prevention under the Epidemiology and Laboratory Capacity for Infectious Diseases Cooperative.

**Impact on Residents and Businesses**

This grant money will allow the department to hire temporary employees to conduct outreach in the communities. Empowering communities with the knowledge on what steps they can take to protect themselves from mosquito borne illness. Reducing the risk of all mosquito borne illness by combating mosquito populations at the breeding source and where adult mosquitos are found.

**ATTACHMENT A. BUDGET ADJUSTMENT**

  
Steve C. Horn

4/24/2017

  
Tanya Harris

4/20/2017

**SCHEDULE A  
DEPARTMENT OF ENVIRONMENTAL HEALTH  
VECTOR CONTROL PROGRAM**

**BUDGET ADJUSTMENT  
FISCAL YEAR 2016/2017**

**INCREASE IN APPROPRIATIONS:**

10000-4200400000-510330	TAP Salaries	\$8,300
10000-4200400000-523800	Printing/Binding	\$350
10000-4200400000-527180	Operational Supplies	<u>\$750</u>
		\$9,400

**INCREASE IN ESTIMATED REVENUE:**

10000-4200400000-781850	Grants-Nongovtl Agency	\$9,400
-------------------------	------------------------	---------

## WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc., a 501(c)(3) California nonprofit corporation (hereafter "PHFE", or "Client"), and the Local Vector Control Agency identified below (hereafter "Local Vector Control Agency") and sets forth the terms and conditions between Client and Local Vector Control Agency, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Vector Control Agency as the agent or legal representative of PHFE for any purpose whatsoever. (PHFE and Local Vector Control Agency shall be referred to herein individually as a "party" and collectively as the "parties").

### I. IDENTIFIED PARTIES

#### CLIENT

Public Health Foundation Enterprises, Inc.  
13300 Crossroads Parkway North, Suite 450  
City of Industry, CA 91746

[www.phfe.org](http://www.phfe.org)

Attention: Rochelle McLaurin, Asst. Director Contracts and Grants  
[ELCZikaVCA@phfe.org](mailto:ELCZikaVCA@phfe.org)

Grant#: 6NU50CK000410-03-06 CFDA#: 93.323  
Program #0187

#### LOCAL VECTOR CONTROL AGENCY

Riverside County Environmental Health, Vector Control Program

4065 County Circle Drive  
Riverside, CA 92503

Attention: Dottie Merki

[Dellisme@rivco.org](mailto:Dellisme@rivco.org)

951.358.5172

- II. **TERM.** Unless otherwise terminated or extended by written notice, the term of this Agreement shall commence on 4/1/2017 and term on 7/31/2018.
- III. **SERVICES AND COMPENSATION.** Local Vector Control Agency shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Vector Control Agency and at such other location as may be set forth in the SOW:
- (a) **Services.** Local Vector Control Agency shall perform all services as stated in the SOW. Local Vector Control Agency shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Vector Control Agency maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, federal tax identification numbers, insurance, and anything else required of Local Vector Control Agency as a business operator or to perform the Services.
- (b) **Payment.** PHFE agrees to compensate the Local Vector Control Agency on a **Cost-Reimbursable Contract**. See Attachment A "Budget" for line item budget detail. Local Vector Control Agency shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Vector Control Agency hereunder shall be as set forth below: A total to not exceed **\$120,000.00**
- If for any reason Local Vector Control Agency receives an overpayment of amount described above, Local Vector Control Agency shall promptly notify PHFE or such and repay said amount to PHFE within 10 days of demand for such repayment.
- (c) **Invoice.** Invoices shall be submitted. See Attachment C for "Required Invoice Template": **Monthly, No Later than 30 Days after month end.**
- Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after PHFE's receipt of the invoice and required back up documentation. Local Vector Control Agency shall submit invoices to the attention of the contact person identified by PHFE. All final invoices must be received within 30 days of the expiration or termination of this Agreement or within such earlier time period as PHFE may require. If any invoices are not submitted within such time periods, Local Vector Control Agency waives all rights to payment under such invoices. Local Vector Control Agency shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Vector Control Agency or its employees as a result of or in connection with the Services performed by Local Vector Control Agency hereunder.
- (d) **Budget Modifications.**  
The budget may be modified
- Informal Budget Modification: Two (2) times throughout the term of this agreement. The informal budget modification must be a change of <10%. The request must be in writing to [ELCZikaVCA@phfe.org](mailto:ELCZikaVCA@phfe.org)
  - Formal Budget Modification: Two (2) times throughout the term of this agreement. The formal budget modification must be a change of 10% or greater. The request must be in writing on agency letterhead to [ELCZikaVCA@phfe.org](mailto:ELCZikaVCA@phfe.org).
- (e) **Surveillance.** All agencies awarded funding will be required to enter *Aedes* surveillance data into the California Surveillance Gateway and these data will ultimately be provided to CDC's MosquitoNET database. In the event that local transmission of Zika occurs in California, the Agency agrees to mobilize personnel and resources funded by ELC to the impacted area to assist with surveillance, vector control, and educational/outreach activities, upon request.
- IV. **INSURANCE.** Local Vector Control Agency, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to PHFE by Local Vector Control Agency prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.



V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

\_\_\_\_\_  
Signature & Date  
Public Health Foundation Enterprises, Inc.

\_\_\_\_\_  
Signature & Date-Local Vector Control Agency  
\_\_\_\_\_  
Name & Title

**TERMS AND CONDITIONS**

1. **INDEPENDENT LOCAL VECTOR CONTROL AGENCY RELATIONSHIP.** Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Vector Control Agency relationship. Local Vector Control Agency shall not be an employee of PHFE for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

Local Vector Control Agency shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Vector Control Agency's Services hereunder. Local Vector Control Agency is in control of the means by which the Services are accomplished. Any advice given to Local Vector Control Agency regarding the Services shall be considered a suggestion only, not an instruction. PHFE retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Vector Control Agency to assure its conformity with this Agreement. Local Vector Control Agency shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Vector Control Agency will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by PHFE on behalf of Local Vector Control Agency or the employees of Local Vector Control Agency. Local Vector Control Agency shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

Local Vector Control Agency understands that Local Vector Control Agency is responsible to pay, according to law, Local Vector Control Agency's income taxes. If Local Vector Control Agency is not a corporation or other legal entity, Local Vector Control Agency further understands that Local Vector Control Agency may be liable for self-employment (social security) tax, to be paid by Local Vector Control Agency according to law. Local Vector Control Agency agrees to defend, indemnify and hold PHFE harmless from any and all claims made by federal, state and local taxing authorities on account of Local Vector Control Agency's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of Local Vector Control Agency's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Vector Control Agency will not be eligible for employment with PHFE within the same calendar year in which Local Vector Control Agency performed services for PHFE.

3. **FRINGE BENEFITS.** Because Local Vector Control Agency is an independent entity, Local Vector Control Agency is not eligible for, and shall not participate in, any PHFE pension, health, or other fringe or employee benefit plans. Only personnel hired as PHFE employees will receive fringe benefits.

4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by PHFE concerning Local Vector Control Agency or the employees of Local Vector Control Agency. All persons hired by Local Vector Control Agency to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Vector Control Agency unless specifically indicated otherwise in an agreement signed by all parties. Local Vector Control Agency shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of PHFE.

5. **EQUIPMENT AND SUPPLIES.** Local Vector Control Agency shall provide all necessary equipment, materials and supplies required by Local Vector Control Agency to perform the Services. Local Vector Control Agency

6. **TERMINATION.** PHFE may terminate this Agreement without cause at any time by giving written notice to Local Vector Control Agency at least 15 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by PHFE, Local Vector Control Agency shall not be relieved of any liability to PHFE for damages and PHFE may withhold any payments to Local Vector Control Agency for the purpose of setoff until such time as the actual amount of damages due to PHFE from Local Vector Control Agency is determined.

Upon the expiration or termination of this Agreement, Local Vector Control Agency shall immediately return to PHFE all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below). PHFE shall have the right to withhold final payment to Local Vector Control Agency until all such items are returned to PHFE.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** Local Vector Control Agency shall comply with all state and federal statutes and regulations applicable to Local Vector Control Agency, the Services and the Program in performing Local Vector Control Agency's obligations under this Agreement. Local Vector Control Agency represents and warrants that neither Local Vector Control Agency nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.

8. **HIPAA (if applicable).** In the event that Local Vector Control Agency's performance under this Agreement may expose Local Vector Control Agency to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Vector Control Agency agrees to execute and deliver a copy of PHFE's standard Business Associate Agreement or Business Associate SubLocal Vector Control Agency Agreement, as applicable, as required by HIPAA.

9. **CONFIDENTIALITY AND NON-DISCLOSURE.** PHFE and Local Vector Control Agency agree that during the course of this Agreement, Local Vector Control Agency may be exposed to and become aware of certain unique and confidential information and special knowledge (hereinafter "Confidential Information") provided to or developed by PHFE and/or Local Vector Control Agency. Said Confidential Information includes, but is not limited to, the identity of actual and potential clients of PHFE, client lists, particular needs of each client, the manner in which business is conducted with each client, addresses, telephone numbers, and specific characteristics of clients; financial information about PHFE and/or its clients; client information reports; mailing labels; various sales and marketing information; sales report forms; pricing information (such



as price lists, quotation guides, previous or outstanding quotations, or billing information); pending projects or proposals; business plans and projections, including new product, facility or expansion plans; employee salaries; contracts and wage information; mailing plans and programs; technical know-how; designs; products ordered; business methods; processes; records; specifications; computer programs; accounting; and information disclosed to PHFE by any third party which PHFE is obligated to treat as confidential and/or proprietary.

Local Vector Control Agency expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of PHFE or, if applicable, any third-parties who may have disclosed Confidential Information to PHFE and that the Confidential Information belongs to and shall remain the property of PHFE and such third-parties. Local Vector Control Agency further expressly acknowledges that the Confidential Information derives independent actual or potential economic value from not being generally known to the public or to other persons and Local Vector Control Agency agrees to afford PHFE protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in any manner that may be detrimental to PHFE.

Therefore, Local Vector Control Agency agrees to hold any and all Confidential Information in the strictest of confidence, whether or not particular portions or aspects thereof may also be available from other sources. Local Vector Control Agency shall not disclose Confidential Information in any manner whatsoever, directly or indirectly, or use it in any way whatsoever, either during the term of this Agreement or at any time thereafter, except solely for the purpose of performance under this Agreement. Further, Local Vector Control Agency shall develop and maintain procedures and take other reasonable steps in furtherance of PHFE's desire to maintain the confidentiality of the Confidential Information.

All documents and other items which might be deemed the subject of or related to Confidential Information of PHFE's business, whether prepared, conceived, originated, discovered, or developed by Local Vector Control Agency, in whole or in part, or otherwise coming into Local Vector Control Agency's possession, shall remain the exclusive property of PHFE and shall not be copied or removed from the premises of PHFE without the express written consent of PHFE. All such items, and any copies thereof, shall be immediately returned to PHFE by Local Vector Control Agency upon request at any time and upon termination of this Agreement. This section shall survive expiration or termination of this Agreement.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Vector Control Agency shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Vector Control Agency by PHFE to leave the employment of PHFE or otherwise raid the employees of PHFE, without the express written consent of PHFE. Nothing contained in this paragraph shall constitute a waiver by PHFE of any rights it may have if Local Vector Control Agency engages in actionable conduct after the two year period referred to above.

11. **WORKS FOR HIRE.** Local Vector Control Agency agrees that all inventions, original works of authorship, developments, concepts, know-how, discoveries, ideas, logos, improvements, trade secrets, secret processes, patents, patent applications, software, platforms, service marks, trademarks, trademark applications, copyright and copyright registrations, whether or not patentable or registerable under copyright, trademark or other similar laws, made, conceived or developed by Local Vector Control Agency, in whole or in part, either alone or in connection with others, that relate to the Services under this Agreement or the operations, activities, research, investigation, business or obligations of PHFE (collectively, the "Work Product") are the sole property of the PHFE and all right, title, interest and ownership in all such Work Product, including but not limited to copyrights, trademarks, patents, trade secret rights, trade names, and know-how and the rights to secure any renewals, reissues, and extensions thereof, will vest in the PHFE. The Work Product will be deemed to be "works made for hire" under United States copyright law (17 U.S.C. Section 101 et seq.) and made in the course of this Agreement, and Local Vector Control Agency expressly disclaims any interest in the Work Product.

To the extent that the Work Product may not, by operation of law, vest in the PHFE or may not be considered to be works made for hire, all right, title and interest therein are hereby irrevocably assigned to the PHFE. Local Vector Control Agency understands that PHFE may register the copyright, trademark, patent and other rights in the Work Product in PHFE's name and Local Vector Control Agency grants PHFE the exclusive right, and appoints PHFE as attorney-in-fact, to execute and prosecute in Local Vector Control Agency's name as author or inventor or in PHFE's name as assignee, any application for registration or recordation of any copyright, trademark, patent or other right or interest in or to the Work Product, and to undertake any enforcement action with respect to any Work Product. Local Vector Control Agency hereby agrees to sign such

applications, documents, assignment forms and other papers as the PHFE requests from time to time to further confirm this assignment and Local Vector Control Agency agrees to give the PHFE and any person designated by the PHFE any reasonable assistance required to perfect and enforce the rights defined in this section. Local Vector Control Agency further understands that the PHFE has full, complete and exclusive ownership of the Work Product. In the event the aforementioned assignment is invalid, Local Vector Control Agency grants PHFE a non-exclusive, worldwide, perpetual, fully paid-up, irrevocable, right and license to use, reproduce, make, sell, perform and display (publicly or otherwise), and distribute, and modify and otherwise make derivative works of the Work Product and to authorize third parties to perform any or all of the foregoing on its behalf, including through multiple tiers of sublicenses. Local Vector Control Agency agrees not to use the Work Product Property for the benefit of anyone other than PHFE without PHFE's prior written permission.

All rights, interest and ownership to the Work Product granted or assigned to PHFE hereunder shall be subject to any rights of the Program under PHFE's agreement with the Program and any rights of the United States Federal Government under applicable laws and regulations.

12. **INDEMNITY.** Local Vector Control Agency hereby agrees to indemnify, hold harmless and defend PHFE, its board of trustees, officers, directors, agents, Local Vector Control Agencies, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Vector Control Agency Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Vector Control Agency Indemnified Parties arising out of or resulting from: (i) Local Vector Control Agency's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Vector Control Agency's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Vector Control Agency (or its agents, subcontractors or employees) relating to services provided outside the scope of this Agreement; (iv) Local Vector Control Agency's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation; or (v) any claims or actions that the Work Product, or any element thereof, infringes the intellectual, privacy or other rights of any party.

If any lawsuit, enforcement or other action is filed against any of the Local Vector Control Agency Indemnified Parties Local Vector Control Agency for which the Local Vector Control Agency Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Vector Control Agency and such other Local Vector Control Agency Indemnified Parties may elect to have Local Vector Control Agency, Local Vector Control Agency's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Vector Control Agency. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

13. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Vector Control Agency agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to, evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Vector Control Agency's performance under this Agreement. Local Vector Control Agency shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) PHFE's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Vector Control Agency agrees that PHFE, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

14. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.



15. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
16. **EQUITABLE RELIEF.** In light of the irreparable harm to PHFE that a breach by Local Vector Control Agency of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, PHFE shall be entitled to enjoin Local Vector Control Agency from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
17. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
18. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
19. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.
20. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
21. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
22. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Vector Control Agency without the prior written approval and consent of PHFE.
23. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.
24. **FEDERAL TERMS AND CONDITIONS.**
- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.
- B. **Davis-Bacon Act and Copeland "Anti-Kickback" Act.** To the extent this Agreement is for construction services (new construction or repair), Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by: (i) the terms of the Davis-Bacon Act, codified at 40 U.S.C. 3141 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference; and (ii) the terms of the Copeland "Anti-Kick Back" Act, codified at 40 U.S.C. § 3145 et seq., as supplemented by 29 CFR 3, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference
- C. **Contract Work Hours and Safety Standards Act.** To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
- D. **Clean Air Act and Federal Water Pollution Control Act.** To the extent this Agreement is in excess of \$150,000, Local Vector Control Agency agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Vector Control Agency further agrees to report any violations of the foregoing to PHFE and the Regional Office of the Environmental Protection Agency.
- E. **Debarment and Suspension Certification.** Local Vector Control Agency certifies that neither Local Vector Control Agency nor any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Vector Control Agency agrees to immediately notify PHFE if Local Vector Control Agency or any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
- F. **Byrd Anti-Lobbying Amendment Certification.** To the extent this Agreement is in excess of \$100,000, Local Vector Control Agency certifies that neither Local Vector Control Agency nor any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Vector Control Agency agrees to immediately notify PHFE if Local Vector Control Agency or any of Local Vector Control Agency's agents, subLocal Vector Control Agencies or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.



## ATTACHMENT A

### Statement of Work (SOW) and Budget

1. Have *Aedes aegypti* and/or *Aedes albopictus* been detected within your jurisdictional boundaries? Please specify which species and in how many cities (or unincorporated census-designated places) *Aedes* have been detected.

*Aedes aegypti* has been detected in three areas: the City of San Jacinto, City of Perris, and the unincorporated area of East Hemet.

2. Approximately how many square miles encompass the area or areas of infestation?

We have only confirmed the presence of *Aedes aegypti* from a single location in the City of Perris and a single location in the City of San Jacinto (each covering a little over a square mile). We have confirmed the presence of *Aedes aegypti* in multiple locations in East Hemet encompassing approximately 10 square miles. So the estimated infestation area currently covers a little over 12 square miles at this time. These three locations are in the same general area of the county.

3. Please describe the enhanced activities that will be conducted with award funding for 1) *Aedes* mosquito control, 2) *Aedes* mosquito surveillance, and 3) public outreach and communication. What are the expected outcomes of each of these activities?
  1. Additional treatment will be possible with the added pesticides purchased and application equipment in the areas where *Aedes* has or is found during the contract period.
  2. Additional surveillance routes will be developed with the additional temporary staffing and surveillance traps in the areas where *Aedes* has been found and in areas where *Aedes* is suspected. The additional equipment purchased will enable our program to be more efficient and effective in our surveillance, with the capability of trapping in additional locations at once and having the capability to service our traps on site with dry ice.
  3. Public outreach materials in the form of mailers will be printed and distributed to areas directly affected by *Aedes*. Outreach materials will also be sent to the areas surrounding the affected areas in an attempt to prevent the spread of the mosquito.





Public Health  
Foundation  
Enterprises  
A 501 (c) 3 Nonprofit Corporation

**Equipment**

Guardian 190G4 Fogger	\$ 16,531.00
Buffalo Turbine Sprayer	\$ 17,864.76
<b>Total Equipment</b>	<b>\$ 34,395.76</b>

**Other Costs**

OC - Larvacides	\$ 22,175.52
OC - Adulticides	\$ 13,593.84
OC - Traps	\$ 453.31
OC - Dry Ice	\$ 3,899.33
OC - Freezer	\$ 11,449.96
OC - Printing	\$ 984.28
<b>Total Other Costs</b>	<b>\$ 52,556.24</b>

**Non-PHFE Personnel**

Environmental Health Technician I (6 Mon)	\$ 16,524.00
Environmental Health Technician I (3 Mon)	\$ 8,262.00
Environmental Health Technician I (3 Mon)	\$ 8,262.00
<b>Total Non-PHFE Personnel</b>	<b>\$ 33,048.00</b>

**Total Budget**

**\$ 120,000.00**

## ATTACHMENT B

### Insurance Coverage Requirements

Local Vector Control Agency (and any subLocal Vector Control Agency Local Vector Control Agency may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

#### General Liability Insurance

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Vector Control Agencies, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:
  - (i) General Aggregate Limit \$2,000,000
  - (ii) Each Occurrence \$1,000,000

#### Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
  - (i) California Statutory Benefits
- (b) Employer's Liability:
  - (i) \$1,000,000 Bodily Injury each Accident
  - (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
  - (iii) \$1,000,000 Bodily Injury by Disease – Each Employee

#### Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

#### Professional Liability Insurance

Coverage with minimum limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name PHFE and any related entities identified by PHFE as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to PHFE prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to PHFE.



Public Health  
Foundation  
Enterprises  
A 501 (c)(3) Nonprofit Corporation

## ATTACHMENT C

### Required Invoice Template Draft

Your invoice specific to your agency will be sent after agreement is executed.

**INVOICE**

**Public Health Foundation Enterprises, Inc.**  
 13300 Crossroads Parkway North Suite 450  
 City of Industry, CA 91746  
 Tel. No: 562-222-7883; FAX #562-222-7383  
 ELCZikaVCA@PHFE.ORG

Name of Vector Control Agency \_\_\_\_\_  
 Vector Control Agency Address \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Telephone # \_\_\_\_\_  
 Email \_\_\_\_\_

Program Number: \_\_\_\_\_ Invoice No: \_\_\_\_\_  
 Period Covered: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_  
 Final: Yes \_\_\_\_\_ No \_\_\_\_\_

ITEM	Prior Month Expended	CURRENT EXPENSES	CUMULATIVE EXPENSES	APPROVED BUDGET	UNEXPENDED BALANCE
<b>Non-PHFE Personnel Costs</b>					
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
Position Title			\$0		\$0
<b>Total Salaries</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Benefits</b>			\$0		\$0
<b>TOTAL Non- PHFE PERSONNEL</b>	\$0	\$0	\$0	\$0	\$0
<b>Operating Costs</b>					
Travel			\$0		\$0
Supplies			\$0		\$0
Pesticides			\$0		\$0
Pesticide Application Equipment			\$0		\$0
Traps			\$0		\$0
Education			\$0		\$0
Outreach			\$0		\$0
<b>TOTAL OPERATING</b>	\$0	\$0	\$0	\$0	\$0
<b>TOTAL DIRECT COSTS</b>	\$0	\$0	\$0	\$0	\$0
Indirect @ Base :	0.0%	\$0	\$0	\$0	\$0
<b>TOTAL INVOICE</b>	\$0	\$0	\$0	\$0	\$0

Please submit only 1 invoice per month.

Due Date: Invoice and supporting documentation is due within 30 days of month end via email to ELCZikaVCA@phfe.org

Supporting documentation required: Receipts for any operating cost purchases such as equipment, supplies, travel, etc.

For personnel supporting documentation, please provide payroll register or general ledger detail for employees.

I certify that all expenditures reported are for appropriate purposes and in accordance with the terms and conditions of the contract.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_