



Contract Number

SAP Number

San Bernardino County Flood Control District

Department Contract Representative
Telephone Number

Melissa Walker
(909) 387-8040

Contractor

West Valley Mosquito and Vector
Control District

Contractor Representative
Telephone Number

Dr. Michelle Brown, Ph. D
(909) 635-0307

Contract Term

July 1, 2021 - June 30, 2026

Original Contract Amount

\$120,000 per fiscal year for five
years

Amendment Amount

Total Contract Amount

\$600,000

Cost Center

1910002518

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH

WHEREAS, the San Bernardino County Flood Control District (**DISTRICT**) desires vector control services for its facilities in the West Valley Mosquito and Vector Control District (**WVMVCD**) jurisdictional boundaries, and its spheres; and

WHEREAS, **WVMVCD** desires to provide Vector Control Services for the **DISTRICT** facilities located in its boundary and its spheres; and

WHEREAS, **DISTRICT** finds the **WVMVCD** highly qualified to provide Vector Control Services; and

WHEREAS, **DISTRICT** desires that such services be provided by **WVMVCD** and **WVMVCD** agrees to perform these services as set forth below.

NOW, THEREFORE, **DISTRICT** and **WVMVCD** mutually agree to the following terms and conditions:

1.0 WVMVCD SERVICE RESPONSIBILITIES:

WVMVCD AGREES TO:

- 1.1. Develop a yearly plan to monitor, test and abate nuisance and disease vectors at **DISTRICT** facilities within **WVMVCD** boundaries.
- 1.2. Provide to **DISTRICT** all reasonably necessary **WVMVCD** staff to perform inspections, abatement, and disease surveillance activities to control nuisance and disease vectors as approved/requested by the **DISTRICT's** Flood Control Engineer, or designee within **WVMVCD** boundaries.
- 1.3. Reasonably endeavor to ensure **WVMVCD's** Vector Control Technician responds to service requests within 2 business days after receipt of such request.
- 1.4. Provide all pesticide materials needed for controlling the breeding of nuisance and disease vectors at the **DISTRICT's** flood control facilities
- 1.5. Provide pesticide application equipment, tools, personal protective equipment, and other supplies necessary for performing vector abatement activities in compliance with requirements.
- 1.6. Provide administrative support in the form of preparation of correspondence and semi-annual reports to **DISTRICT**.
- 1.7. **WVMVCD** shall comply with Order No. 2016-0039-DWQ and the **DISTRICT's** most recent approved Aquatic Pesticide Application Plan (**APAP**) in its provision of services to **DISTRICT** under this **MOU**, and shall comply with all other applicable permits and orders, as well as future permits and orders issued by the State Water Resources Control Board.
- 1.8. Report to the **DISTRICT** by e-mail any discovered non-compliance with Order No. 2016-0039-DWQ, the **DISTRICT's** **APAP**, or any other applicable permit or order issued by the State Water Resources Control Board.
- 1.9. Provide **DISTRICT** with any information, correspondence, and reports necessary to comply with all applicable permits and orders issued by the State Water Resources Control Board in a timely manner.
- 1.10. Invoice **DISTRICT** for time and material. A log inspections, abatement, and disease surveillance activities shall accompany each invoice.
- 1.11. Submit invoices to the **DISTRICT** in January and in July, of each respective year that services are provided under this **MOU**.
- 1.12. This **MOU** excludes any treatment of non-biting midges in flood control / groundwater recharging basins.

2.0 WVMVCD GENERAL RESPONSIBILITIES:

- 2.1. This **MOU** is not assignable by the **WVMVCD** either in whole or in part, unless written authorization is provided by the **DISTRICT**.
- 2.2. Both parties agree that this **MOU** may be modified at any time by a written modification mutually agreed upon by both parties.
- 2.3. **WVMVCD** may not subcontract any task under the **MOU** without written approval from **DISTRICT's** Chief Flood Control Engineer (hereinafter referred to as **DISTRICT's** Director). If written approval is granted by the **DISTRICT**, the **WVMVCD** shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.
- 2.4. **WVMVCD** will retain all records and information pertaining to the delivery of services under this **MOU** for a period of five (5) years following the termination of this **MOU**. **WVMVCD** will permit

the **DISTRICT** or other requesting regulatory agency to examine the records and review information pertaining to their activities during normal business hours and upon receipt of reasonable notice.

- 2.5. **WVMVCD** will prepare all necessary forms associated with Order No. 2016-0039-DWQ, or associated with all future permits and orders (if applicable) issued by the State Water Resources Control Board for submission to the **DISTRICT**. After receipt of written concurrence by **DISTRICT**, **WVMVCD** shall submit necessary forms, reports, etc. to the State Water Resources Control Board, or appropriate Regional Board.

3.0 MUTUAL RESPONSIBILITIES:

- 3.1. **DISTRICT** and **WVMVCD** shall exchange necessary information related to the **MOU** activities in a manner that prevents unauthorized disclosures.
- 3.2. In the event of a dispute under the **MOU**, the **DISTRICT** and **WVMVCD** will use their best endeavors to resolve the dispute at an operational level before referring to their respective superiors.
- 3.3. **DISTRICT** and **WVMVCD** will work cooperatively to ensure effective compliance activities are maintained and where reasonably possible, will provide the other with information necessary to support these efforts in compliance with applicable federal, state, and local laws.

4.0 FISCAL PROVISIONS/DISTRICT RESPONSIBILITIES:

- 4.1. **DISTRICT** shall pay **WVMVCD** an amount not to exceed one hundred and twenty-thousand dollars (\$120,000) per fiscal year (based on actual costs) (subject to annual CPI increase in the Great Los Angeles/Orange/San Bernardino area), for the period of July 1, 2021, through June 30, 2026. **DISTRICT's** payments under this **MOU** shall not exceed six hundred thousand dollars (\$600,000) over the Term of the **MOU**. **WVMVCD** will charge **DISTRICT** all of the costs associated with the cost of inspections of and treatments applied to flood control facilities; these costs are included in the \$120,000 fiscal year cap. In the event the **WVMVCD** determines costs may exceed the \$120,000.00 amount in any fiscal year, the **WVMVCD** shall immediately notify the **DISTRICT** so that the parties may negotiate an amendment to this **MOU**.
- 4.2. **WVMVCD's** "Pesticide Inventory Pricing List", hereto attached as Exhibit 1, sets out **WVMVCD's** maximum pesticide material rates to be used when generating cost reports. **WVMVCD** has the option to offer discounted pricing when individual cost reports are solicited by **DISTRICT**. The Pesticide Inventory Pricing List will be used by **DISTRICT** to determine the reasonableness of **WVMVCD's** unit rates and is further used in verifying progress payments to **WVMVCD** and in making payments to **WVMVCD** in the event of the termination of the Contract prior to the completion of all items of work. **WVMVCD** is not entitled to an additional compensation by virtue of its costs (including wages) for any item of work exceeding the cost set forth in individual cost report summaries, including excess costs related to delays in completion of the scope of work within the cost report summary. Payment shall be made on a percent of task completed to the **DISTRICT's** satisfaction.
- 4.3. The unit pricing of pesticides on the Pesticide Inventory Pricing List may be adjusted on an annual basis, effective on each July 1st during the term of this **MOU**, based on **WVMVCD's** actual costs, upon sixty (60) days' written notice from **WVMVCD** to **DISTRICT** and written approval by the **DISTRICT's** Chief Flood Control Engineer.
- 4.4. **WVMCD's** per man hour rate is \$85, subject to increase by approval of the **WVMVCD** Board of Trustees.
- 4.5. **DISTRICT** shall provide reasonable notice of any changes in **DISTRICT's** facility inventory that is anticipated to increase the **WVMVCD's** scope of work. The **WVMVCD** will respond with cost report summary which covers all anticipated costs associated with the expanded service area.
- 4.6. The **WVMVCD** will submit invoices to the **DISTRICT** in January and July.

Semi-annual invoices will be sent to:

San Bernardino County Flood Control District
Operation Division
Attn: Chief Flood Control Engineer
825 E. Third Street
San Bernardino, CA 92415-0835

- 4.7. Compensation may be reduced or withheld in the event that **WVMVCD** fails to comply with the provisions of this **MOU**, or does not perform in accordance with the terms of this agreement.
- 4.8. **DISTRICT** will process payment, via Request for Transfer, within sixty (60) calendar days after receipt of invoice from **WVMVCD**. Billing shall not be authorized for **WVMVCD** services billed in excess of each fiscal year's allocation in the **DISTRICT** budget without prior written approval from **DISTRICT**.
- 4.9. Funds made available under this **MOU** shall not supplant any federal, state or any governmental funds intended for services of the same nature as this **MOU**. **WVMVCD** shall not claim reimbursement or payment from **DISTRICT** for, or apply sums received from **DISTRICT** with respect to that portion of its obligations which have been paid by another source of revenue. **WVMVCD** agrees that it will not use funds received pursuant to this **MOU**, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the **DISTRICT**.

5.0 RIGHT TO MONITOR AND AUDIT:

- 5.1. Administrative support staff for **DISTRICT** or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of **WVMVCD** in the delivery of services provided under this **MOU**. Full cooperation shall be given by **WVMVCD** in any auditing or monitoring conducted.
- 5.2. **WVMVCD** shall cooperate with **DISTRICT** in the implementation, monitoring, and evaluation of this **MOU** and comply with any and all reporting requirements established by this **MOU**.
- 5.3. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by administrative support staff for **DISTRICT**, federal and state representatives for a period of three years after final payment under the **MOU** or until all pending county, state, and federal audits are completed, whichever is later. Records of **WVMVCD** which do not pertain to the services under this **MOU** shall not be subject to review or audit unless provided in this or another agreement. Technical program data shall be retained locally and made available upon **DISTRICT**'s reasonable advance written notice or turned over to **DISTRICT**.
- 5.4. **WVMVCD** shall provide all reasonable facilities and assistance for the safety and convenience of **DISTRICT**'s representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of **WVMVCD**.

6.0 TERM:

- 6.1. This **MOU** is effective as of July 1, 2021, and expires June 30, 2026.

7.0 EARLY TERMINATION:

- 7.1. This **MOU** may be terminated without cause upon thirty (30) days written notice by either party. The **DISTRICT**'s Director is authorized to exercise **DISTRICT**'s rights with respect to any termination of this **MOU**. The **WVMVCD** Director, or his/her appointed designee, has authority to terminate this **MOU** on behalf of **WVMVCD**.
- 7.2. **WVMVCD** will only be reimbursed for costs and un-cancelable obligations incurred prior to the date of termination. **WVMVCD** will not be reimbursed for costs incurred after the date of termination.
- 7.3. If, during the term of this **MOU**, State and/or Federal funds appropriated for the purposes of this **MOU** are reduced or eliminated, **DISTRICT** may immediately terminate this **MOU** upon written notice to **WVMVCD**.

8.0 GENERAL PROVISIONS

- 8.1. No waiver of any of the provisions of the **MOU** documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any **MOU** document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- 8.2. Any alterations, variations, modifications, or waivers of provisions of the **MOU**, unless specifically allowed in the **MOU**, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties, and approved by the Board of Supervisors as an amendment to this **MOU**. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

- 8.3. **WVMVCD** agrees to indemnify, defend (with counsel approved by **DISTRICT**) and hold harmless the **DISTRICT** and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this agreement.
- 8.4. **DISTRICT** agrees to indemnify, defend (with counsel approved by **WVMVCD**) and hold harmless the **WVMVCD** and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of its obligations under this agreement.
- 8.5. In the event the **WVMVCD** and/or the **DISTRICT** is found to be comparatively at fault for any claim, action loss or damage which results from their respective obligations under the agreement, the **WVMVCD** and/or **DISTRICT** shall indemnify the other to the extent of its comparative fault.
- 8.6. Furthermore, if the **WVMVCD** or **DISTRICT** attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the **WVMVCD** or **DISTRICT** agree that any alleged negligence of the employee shall not be construed against the employer of that employee.
- 8.7. The **WVMVCD** is a self-insured public entity. As such, without in any way affecting the indemnity herein provided and in addition thereto, the **WVMVCD** shall maintain throughout the term of this **MOU**, its standard self-insurance general liability policy. Without in any way affecting the indemnity herein provided and in addition thereto, **DISTRICT** warrants to **WVMVCD** that it is lawfully self-insured with respect to the liabilities it might incur with respect to this agreement and **DISTRICT** shall maintain self-insurance throughout the term of this **MOU**.
- 8.8. When notices are required to be given pursuant to this **MOU**, the notices shall be in writing and mailed to the following respective addresses listed below:

West Valley Mosquito and
Vector Control District
Attn: Dr. Michelle Brown, Ph.D
1295 E. Locust St
Ontario, CA 91761

San Bernardino County Flood Control District
Operations Division
Attn: Melissa Walker
825 E. Third Street, Room 120
San Bernardino, CA 92415-0835

9.0 CONCLUSION

- 9.1. This **MOU** is the full and complete document describing services to be rendered by **WVMVCD** to **DISTRICT** including all covenants, conditions and benefits.
- 9.2. The signatures of the Parties affixed to this **MOU** affirm that they are duly authorized to commit and bind their respective agencies to the terms and conditions set forth in this document.
- 9.3. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

WITNESS WHEREOF, this MOU, has been fully executed on behalf of DISTRICT and WVMVCD by their duly authorized representatives.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►
Curt Hagman, Chairman, Board of Supervisors

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

Lynna Monell
Clerk of the Board of Supervisors

By _____
Deputy

West Valley Mosquito + Vector Control
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

Name Michelle Brown, PhD
(Print or type name of person signing contract)

Title District Manager
(Print or Type)

Dated: 10/3/2020

Address 1295 E. Lowst St.
Ontario, CA 91761

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Sophie Akins, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Andy Silo - Contracts

Date _____

Reviewed/Approved by District

►
Brendon Biggs, Chief Flood Control Engineer

Date _____

EXHIBIT 1

Pesticide Inventory Pricing List

WEST VALLEY MOSQUITO - PESTICIDE PRICING

Product	BILLING	
	Unit	Price
Activator 90		
Agnique MMF	\$ 0.29	fl.oz
Altosid Liquid Larvicide SR-5	\$ 2.13	fl.oz
AquaBac PP OSF	\$ 31.02	lbs
AquaBac SG3	\$ 1.47	lbs
Summitt Mosquito Dunk	\$ 1.53	ea
Bactimos PT	\$23.97	lb
Bee Lure	\$ 4.99	ea
BVA2 Mosquito Larvicide	\$ 12.94	gal
CocoBear Mosquito Larvicide	\$ 18.44	gal
Drone	\$ 2.06	oz
Foam	\$ 5.95	can
FourStar Btl CRG	\$ 12.21	lbs
M-Pede	\$ 0.09	fl.oz
Mosquito Dunk	\$ 3.05	ea
Mouse Trap - metal	\$ 0.304	ea
McGone SG2	\$ 6.11	lbs
Natular G30 WSP	\$ 1.04	ea
Natular G30	\$ 16.58	lbs
Natular T30	\$ 1.37	ea
Nuvan Prostrips	\$ 3.17	ea
Pro-Flush		
Reak Kit - Homet/Wasp Spray	\$ 0.14	oz
Rat Trap - metal	\$ 1.45	ea
Rat Trap (New)	\$ 2.38	ea
Strike Pellets	\$ 40.76	lbs
Suspend SC	\$ 2.28	fl.oz
VectoBac 12 AS	\$ 42.96	gal
VectoBac WDG	\$ 39.23	lb
VectoLex WDG	\$ 63.80	lb
VectoMax FG	\$ 9.02	lbs
VectoMax WSP	\$ 2.03	ea
VectoPrime FG	\$ 4.26	lb
Washed clean sands	\$ 0.10	lbs
AquaResin	\$ 2.20	fl.oz
Natular G30 WSP	\$ 1.00	ea
In2Mix	\$ 7.54	ea
Natular DT	\$ 0.35	ea
Nyguard IGR	\$ 8.82	fl.oz
SumiLarv	\$ 20.77	lb