## COUNTY OF GLENN
### AGENDA ITEM TRANSMITTAL

**MEETING DATE:** 7/17/2012  
**Submitting Department(s):** Glenn County Health Services Agency  
**Brief Subject/Issue Description:** Authorization for Board Chair to sign Amendment #1 to the Agreement between the County and the Glenn County Mosquito and Vector Control District

**Contact:** Scott Gruendl  
**Phone:** 934-6582

### AGENDA PLACEMENT

**APPOINTMENT – Appearances by:** (Specify Name & Title)

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<th>Required Minutes</th>
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**LEGAL/PERSOENL/FISCAL**

- County Counsel
- Personnel
- Finance
- County Administrative Office

**CLERK INSTRUCTIONS**

- Return Minute Order to: HSA - Shannon Morgenroth
- Return Certified Copy Of:
  - Other: Return three (3) signed agreements to HSA – Shannon Morgenroth

### PUBLIC HEARINGS & COMMITTEE VACANCIES

- **Public Hearings:**
  - Published
  - Affidavit on File w/Clerk
  - Affected Parties Notified

- **Committees:**
  - Vacancy Posted
  - Application Attached

### LEGISLATION

- **State**
  - Bill#: ______
  - Latest Version of Bill
  - Draft Letter Attached
  - List of Supporters/Opposers
  - Statement of Relevance to County Interests
  - Description Attached

- **Federal**

### FUNDING SOURCE/IMPACT

- General Fund Impact
- Other: State & Assessment Revenue
- Budgeted
- Transfer Attached
- 4/5ths Vote Required
- Contingency Request

### CONTRACTS, LEASES & AGREEMENTS

- New
- Renewal
- Amendment
- Insurance Certificate
- Contract Report
- Date of Original Contract: 8/2/2011
- Contract No.: 1775
- Fiscal Year: 11/12

### RECOMMENDED ACTION/MOTION:

Approve and authorize the Board Chair to sign the Amendment #1 to the Agreement between the County and the Glenn County Mosquito and Vector Control District for fiscal year 2011/2012.

**Reviewed By (if applicable):**

- Department Head

- Personnel Director

- Department of Finance

- County Administrative Officer

**CC:**

[Signature]

Department Head
COUNTY OF GLENN
BOARD REPORT

Submitted by Health Services Agency
(Department)

EXECUTIVE SUMMARY

In Fiscal Year 2011/12 the Health Services Agency renegotiated the mosquito abatement contract to reduce the contract by 50% in order to be more in line with actual costs, but actual costs came in approximately $4,980 more than estimated at the end of the fiscal year so this amendment increases the contract by $5,000.

RECOMMENDATION(S):

Approve and authorize the Board Chair to sign the Amendment #1 to the Agreement between the County and the Glenn County Mosquito and Vector Control District for Fiscal Year 2011/2012.

HISTORY AND BACKGROUND:

The Glenn County Board of Supervisors successfully formed the Glenn County Mosquito Abatement Assessment District that covers properties on the valley floor and has generated income for the delivery of a county mosquito abatement program. In the past, the County has contracted with the Glenn County Mosquito and Vector Control District to provide for the response to County resident inquiries, the collection and testing of dead birds, the trapping and testing of mosquitoes, abatement services and emergency fogging.

In Fiscal Year 2011/12, the contract between the County and the District was renegotiated to reflect actual costs. It was therefore reduced from $125,000 to $60,000.

FISCAL/PERSONNEL IMPACT(S):

 Costs for the provision of mosquito abatement and control services have steadily increased each year due to increased chemical costs, employment costs, and new costs associated with complying with the permit requirements for the National Pollution Discharge Elimination System. These costs were underestimated by $4,980. Therefore, in order for the Department of Finance to pay the final invoice for the fiscal year that just ended, the contract needs to be increased by $5,000. The FY 2012/13 contract was executed for $5,000 more, but since the costs were incurred in FY 11/12, the Department of Finance is requiring that the original contract be amended rather than abating the costs against the new agreement. Therefore, since the Department of Finance is requiring this, last year’s contract must be amended in order to pay the outstanding invoice.
ANALYSIS/DISCUSSION

The Health Services Agency and the Glenn County Mosquito and Vector Control District worked together to develop an operational plan and to negotiate the agreement which resulted in a significant reduction in the total amount of the contract while maintaining the level and type of services as last year. Unfortunately, the costs were underestimated by $4,980 which requires that the agreement be amended increasing the contract limit from $60,000 to $65,000. This is still substantially lower than the FY 10/11 agreement of $125,000.
AMENDMENT #1 TO AGREEMENT BETWEEN THE COUNTY OF GLENN
AND THE GLENN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
FISCAL YEAR 2011/2012

This Amendment #1 is entered into on _____________ by and between the County of Glenn (hereafter "County"), California and the Glenn County Mosquito and Vector Control District (hereafter "District"), governmental entities of the State of California.

WHEREAS, County and District entered into an agreement dated July 1, 2011, for mosquito abatement services, hereinafter called "Agreement"; and

WHEREAS, Section 3 of the Agreement specifies the total cost, including all District expenses.

NOW, THEREFORE, in consideration of the mutual promises herein, the parties hereto AGREE as follows:

1. Section 3 is amended to read: "...The total cost, including all District expenses, shall not exceed $65,000 (sixty-five thousand dollars)."

3. All other provisions of the AGREEMENT shall remain in full force and effect for the term of the Agreement.

EXECUTED at Willows, California on the day and year first written above.

GLENN COUNTY MOSQUITO AND
VECTOR CONTROL AND ABATEMENT DISTRICT:

__________________________________________
President

______________________________
Date

ATTEST:

__________________________________________
District Clerk

COUNTY OF GLENN:

__________________________________________
Chair, Board of Supervisors
County of Glenn

APPROVED AS TO FORM:

HUSTON T. CARLYLE, JR., County Counsel
Glenn County, California

Health Services Agency:
☐ Approved by Chief Deputy Director
☐ Approved by Deputy Director
☐ Approved by Program Manager
AGREEMENT BETWEEN THE COUNTY OF GLENN AND THE
GLENN COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

This memorandum dated for convenience July 1, 2011, is entered into by and between the
County of Glenn (hereafter "County"), California and the Glenn County Mosquito and
Vector Control District (hereafter "District"), governmental entities of the State of
California.

Section 1. Recitals
1. The District has trained personnel and all required equipment to provide mosquito
abatement and vector control services to the County.
2. The County wishes to enter into an Agreement with the District to provide such
services.
3. The District is willing to provide such services on the terms set forth below. For
and in consideration of the mutual promises herein exchanged, the County and the
District agree as follows.

Section 2. Services to be Provided
The District shall assist, as time allows and according to availability, the Glenn
County Health Services Agency in providing mosquito abatement services in the portions
of the County that are not included within the boundaries of a mosquito abatement
district. The scope of the services provided shall be determined by the District manager in
consultation with Glenn County Health Services Agency.

Section 3. Payment for Services
The County shall pay to the District for services rendered. The County Health
Director and District Manager shall agree on a fee schedule for all Services, Supplies and
Indirect costs. All payments shall be submitted to the County Department of Finance in
accordance with County Policy. The total cost, including all District expenses, shall not
exceed $60,000.

Section 4. Compliance with Applicable Laws
The District agrees it will comply with all applicable local, state and federal laws
while providing services under this Agreement.

Section 5. Amendment
This Agreement may be amended only in writing and only with the approval of
the Boards of both the County and the District.

Section 6. Jurisdiction
This Agreement shall be governed and construed in accordance with the laws of
the State of California.
Section 7. Original Contracts

An original copy of this Agreement and any modification or amendments thereto shall be filed with the Clerk of the Board of Supervisors of County and the Clerk of District.

Section 8. Indemnification and Insurance

To the fullest extent permitted by law, District shall indemnify and hold harmless County, County’s agents, officers and employees against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses and costs (including but not limited to attorney’s fees), brought for, or on account of, injuries to or death of any person or persons, including employees of District or injuries to or destruction of property, including the loss of use thereof, arising out of, or alleged to arise out of, or resulting from negligence arising out of breaking the law, the failure to follow regulations or licensing caused in whole or in part by any negligent or intentional act or omission of District or any person employed by or acting on behalf of the District.

To the fullest extent permitted by law, County shall indemnify and hold harmless District, District’s agents, officers and employees against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses and costs (including but not limited to attorney’s fees), brought for, or on account of, injuries to or death of any person or persons, including employees of County or injuries to or destruction of property, including the loss of use thereof, arising out of, or alleged to arise out of, or resulting from acts due to the delivery of the County’s Abatement Program including, but not limited to the use of pesticides, fogging, adulticiding, larvaciding, the use of mosquito fish, collection of dead birds, trapping and other related acts.

The County will, to the maximum extent allowed by the joint powers authority, provide to the district an amendment of those policies naming District as an additional insured on the County’s policy of insurance. Such policy of insurance shall not be less than ($1,000,000.00). Such policy amendments shall be provided to the District prior to commencing of any work by the District under this agreement.

District shall procure and shall maintain, during the term of this Agreement, all insurance required herein. Certificates of insurance evidencing the issuance shall be submitted to and approved by County prior to the execution of this Agreement by County. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least 30 days prior written notice has been given to County. Together with the certificates of insurance, District shall deliver to County as “additional Insured Endorsement” naming County, its officers, employees and agents as additional insured under the policy required under subparagraph b. below.

a. Worker’s Compensation Insurance. District shall procure and shall maintain during the life of this Agreement, Worker’s Compensation Insurance for all District’s employees to be engaged in work.

b. Public Liability and Property Damage Insurance. District shall maintain comprehensive general liability insurance, covering all of District’s operations with a combined single limit of not less than $1,000,000.00. District shall
maintain property damage insurance in an amount of not less than $1,000,000.00.

Section 9. Term
This Agreement shall expire on June 31, 2012 subject to renewal through a written agreement approved by the Boards of both the County and the District unless earlier terminated. While a request for renewal is pending, this Agreement shall continue on a month-to-month basis until one or both Boards take action. This Agreement may be terminated at any time by either party upon 30-day written notification of such intent to the customary business address of the non-canceling party. In addition, the District may suspend services to the County for whatever reason upon twenty-four hours notice to the Director of the Health Services Agency.

Section 10. Entire Agreement
This document contains the entire and complete Agreement of the parties with regard to the subject matter contained herein, and supersedes all previous oral or written communications, representations or correspondence.

GLENN COUNTY MOSQUITO AND VECTOR CONTROL AND ABATEMENT DISTRICT

[Signature]
President

Date: Aug. 2, 2011

ATTEST:

[Signature]
District Clerk

Health Services Agency:

[Signature]
Approved by Chief Deputy Director

[Signature]
Approved by Deputy Director

COUNTY OF GLENN

[Signature]
Chair, Board of Supervisors
County of Glenn

APPROVED AS TO FORM:

[Signature]
Huston T. Carlyle, County Counsel
County of Glenn

SEE ATTACHED EXHIBIT A
Exhibit A: 2011 Reimbursement Rate Charges for Labor and Equipment

Manager weighted hourly Labor Rate is: $70.16/hr.

Supervisor weighted hourly Labor Rate is: $47.07/hr.

Weighted hourly rate for Certified Technician is: $19.18/hr.

Weighted hourly rate for Seasonal Operator is: $18.54/hr.

Seasonal night time Helpers Labor Rate is: $16.62 /per hour.

Mileage Rate: is the IRS rate as set each year.

Hourly Rate for ULV Fogger and other Specialize Equipment is: $54.17 /per hr. -/per unit

Also will include 3.5%, to be added to each invoice for General Overhead Costs as agreed, on April 21, 2008.