



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY							
E	☒	New	Vendor Code		SC	Dept.	A
M	☐	Change					
X	☐	Cancel					
County Department					Dept.	Orgn.	Contract Number
Public Health					EHS	93540	00-739
County Department Contract Representative					Ph. Ext.	City's License No.	
Joan K. Mulcare					(909) 387-4692		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	Amount of Contract	
AAA	PHL	5400	200	9425		\$10,174.00	
Commodity Code			Estimated Payment Total by Fiscal Year				
			I/D	FY	Amount	I/D	FY
Project Name			Amount				
Redlands, AIC Project							
California Street							
Landfill							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

CITY OF REDLANDS, MUNICIPAL UTILITIES DEPT.

hereinafter called CITY

Address

P.O. Box 3005, Redlands, CA 92373

(909) 798-7698

Phone

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

AGREEMENT

This Agreement, effective when signed by both parties, is by and between the County of San Bernardino, a political subdivision of the State of California, hereinafter designated as COUNTY, and the City of Redlands, a municipal corporation, hereinafter designated as CITY.

WITNESSTH

WHEREAS, the San Bernardino County Vector Control Program (SBCVCP) of COUNTY is prepared to conduct vector surveillance, and CITY desires to arrange for such a program within its boundaries for the Alternative Interim Cover Monitoring Program to be conducted at its California Street Landfill.

THEREFORE, it is agreed and covenanted by these parties as follows:

COUNTY shall by and through its SBCVCP:

1. Provide a six (6) month vector survey for compliance with *Performance Standards* as set forth in Title 14, California Code of Regulations (§ 17683) (Attachment A), and in accordance with the Solid Waste Performance Standards, Vector Monitoring Project (attachment B) within the City of Redlands.
2. The Survey will commence on a date designated by the CITY; the COUNTY will provide the CITY a tentative schedule for monitoring services, upon receipt of the notice to proceed from the CITY.
3. Provide to CITY and San Bernardino County Local Enforcement Agency (LEA) monthly summary reports evaluating weekly data collection.
4. The COUNTY agrees to indemnify and hold harmless the CITY, its officers, agents, officers, volunteers, from any and all claims, actions, or losses, damages, and/or liability resulting from the COUNTY'S negligent acts or omissions which arise from the COUNTY's performance of its obligations under this contract.

In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the contract, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.

Furthermore, if the COUNTY or CITY attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the COUNTY and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

5. The COUNTY shall invoice the CITY within thirty (30) days following the close of each month by submitting an invoice indicating in labor hours the work performed. The COUNTY will invoice the CITY for materials required for the six-month monitoring period, as shown in Attachment B, on the first invoice. Payments by the CITY to the COUNTY shall be made within thirty (30) days after receipt and approval of the invoice. All notices, invoices, and payments shall be made in writing to the following addresses:

CITY

City of Redlands
Municipal Utilities Department
P.O. Box 3005
Redlands, CA 92373

COUNTY

Department of Public Health
Environmental Health Services
Vector Control Program
2355 East 5th Street
San Bernardino, CA 92410

II

CITY shall:

1. Pay to COUNTY the amount not to exceed ten thousand one hundred seventy-four dollars (\$10,174.00) for the six month program in return for the services provided by COUNTY under this agreement. Payment for all services shall be based on a time and materials basis at the hourly rate of fifty-two dollars (\$52.00) per hour. The hourly estimates for weekly and monthly time are shown in Attachment B.
2. The CITY has designated Valorie Shatynski, Solid Waste Manager, as the contact for all correspondences and field coordinator for the services rendered within this contract.
3. CITY agrees to indemnify, defend (with counsel approved by COUNTY), and hold harmless the COUNTY and its officers, employees, and its agents, and volunteers, from any and all claims, actions, losses, and/or liability arising out of its obligations under this contract.

In the event the CITY and/or COUNTY is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the contract, the CITY and/or COUNTY shall indemnify the other to the extent of its comparative fault.

Furthermore, if the CITY or COUNTY attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the CITY and COUNTY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

III

1. Either party to this Agreement may terminate this Agreement after thirty (30) days written notice or termination. In the event of termination, COUNTY shall be entitled to receive from CITY payment for services rendered through the date of termination.
2. Termination notices to COUNTY shall be sent to Public Health Department's Director at the following address:

Thomas J. Prendergast, Jr., M.D., Director
Department of Public Health/Administration
351 North Mountain View Avenue
San Bernardino, CA 92415-0010

3. Termination notice to CITY shall be sent to the Municipal Utilities Director-Redlands at the following address:

Gary G. Phelps, Director
Municipal Utilities Department
P.O. Box 3005
Redlands, CA 92373

CITY OF REDLANDS
P. O. BOX 3005
REDLANDS, CA 92373

COUNTY OF SAN BERNARDINO

(Print or type name of corporation, company, CITY, etc.)

By Jon D Mikels
Jon D Mikels, Chairman, Board of Supervisors

By Pat Gilbreath
(Authorized signature - sign in blue ink)

Dated: JUL 25 2000

Name Pat Gilbreath
(Print or type name of person signing contract)

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

Title Mayor
(Print or Type)

Dated: July 5, 2000

By [Signature]
Clerk of the Board of Supervisors
of the County of San Bernardino.

Attest: [Signature]
Title: Lorrie Poyzer City Clerk

Approved as to Legal Form

Reviewed by Contract Compliance

Reviewed for Processing

By Susan L. Nash
County Counsel

Date 7/27/00

Date

Date

ATTACHMENT A

Performance Standards

Title 14, California Code of Regulations, Section 17683, Updated by Title 27, California Code of Regulations, Section 20695

§ 20695. CIWMB—Cover Performance Standards.

[T14:§17683]

The EA may require the following cover performance standards if necessary to control vectors, fires, odors, and blowing litter and to evaluate the suitability of alternative daily or intermediate cover:

(a) Vectors

(1) Threshold Values—The following shall constitute threshold values for vector populations:

(A) Flies—A fly grill survey value of six (6) or more domestic flies, or observations of domestic flies in the "crawler" stage (newly emerged adults prior to wings becoming functional) at a density of three (3) or more per square yard of surface area at any location on the disposal area. Domestic flies are considered to be those species in the Families: Muscidae (including Anthomyiidae), Calliphoridae, Sarcophagidae, and Drosophilidae.

(B) Domestic Rats—The trapping of one or more domestic rats anywhere on the disposal site. Domestic rats are considered to be any species in the genus Rattus.

(C) Field Rodents—Observation of five (5) or more field rodents feeding on the active face of the disposal site. Field rodents are considered to be any species in the Family Sciuridae.

(D) Mosquitoes—The observation of any immature mosquito stages from water holding waste materials on the disposal site.

(E) Wasps, cockroaches, etc.—The observation of excessive populations utilizing accepted norms.

(2) Inspection Practices

(A) Schedule—Fly grill surveys shall be conducted on each disposal site a minimum of once per week. Sampling to determine the species composition of the fly population shall be conducted a minimum of once per month. Rat trapping surveys shall be conducted at least once each month. Observations for mosquitoes, wasps, cockroaches, "crawler" flies or other types of vectors shall be made during each inspection of the disposal site. The EA may approve alternative inspection schedules or cease inspections if previous inspections or other observations indicate no further threat to public health and safety.

(B) Procedure—Ten (10) fly grill counts shall be made over appropriate attractants on the active face of the disposal site during each inspection utilizing accepted practices to count and record the flies. The five (5) highest counts shall be averaged to obtain the value for that inspection. In sampling to provide qualitative data for the fly species composition on a disposal site, any of the following or other acceptable method for sampling adult flies shall be observed:

—bait traps, exposed for at least a continuous 24-hour period at separate locations, or

—sticky tapes, exposed for a continuous 24-hour period at separate locations, or

—utilization of a standard insect net on the active working face, or

—other approved method to provide a representative sample.

For uniformity of information, one of the approved methods shall be selected for use on a continuing basis at each disposal site.

A minimum of two (2) domestic rat trap lines each containing twenty (20) traps shall be operated for one night on each disposal site at the prescribed frequency. Traps appropriately baited, shall be set at 20-foot intervals in each trap line. One trap line shall be located on or as close to the active face as practical. The other trap line shall be located on the periphery of the site in suitable rodent habitat. On very large sites additional trap lines will be required to provide an adequate sample. Visual observations of field rodents or their signs shall be made and recorded during each inspection.

(C) Equipment—All fly surveys conducted on the active face of the disposal site shall be made with a Scudder fly grill. This device is a square grill consisting of 24 slats, each 3' * 3/4" * 1/4" placed 3/4" apart on a z-shaped framework. Species composition of fly populations at the site shall be made with the use of fly traps, sticky tapes, an insect net, or other approved method to provide a representative sample. Snap traps or live traps, or a combination thereof, of suitable size and design shall be used to capture mature domestic rats.

(D) Records—The following information shall be recorded at a minimum during each inspection: Name of site; location; date of inspection; name of person(s) making the inspection; the time the inspection began; the time the inspection ended; temperature; wind conditions; moisture conditions; sky conditions; shade; attractants, when applicable; results of the 10 Scudder grill counts; number and species of all flies captured; number of domestic rats trapped since the previous inspection; number of field rodents observed (or signs of their presence), and the presence of any mosquitoes, wasps, cockroaches, or other types of vectors.

These records shall be kept up to date and shall be submitted to the EA upon request.

(b) Fire

Burning material, or any solid waste at a temperature likely to cause fire, shall not be deposited in the fill. Said material shall initially be deposited in a separate location a sufficient distance from the fill area to prevent fires from spreading to the normal fill area. It shall then be spread in a single layer not exceeding one (1) foot in thickness and immediately covered with a sufficient amount of earth or sprayed with sufficient fire retardant to extinguish all combustion. Final disposition of the material shall not take place until the operator is certain that no further combustion will take place under any conditions.

Fires which originate within the fill shall be handled by removing all the burning material from the fill and extinguishing it as described above, or by in-situ practices approved by the EA, in consultation with the local fire authority. Excavation of burning materials shall be undertaken in a planned and controlled manner, with sufficient fire fighting equipment present to control any "flare-ups" which may occur as outside air reaches the burning materials. The EA shall be immediately notified of any fire.

(c) Litter

Accumulation or offsite migration of litter in quantities that create a nuisance, injury to the public and personnel, or cause other problems, shall be prevented.

(d) Alternative Methods

Alternative cover performance standards in lieu of (a) through (c) of this section may be applied by the EA with concurrence by the CIWMB.

NOTE: Authority Cited: Sections 40502 and 41781.3, Public Resources Code. Reference: Sections 40508, 43020, 43021 and 43103, Public Resources Code; and Code of Federal Regulations Section 258.21.

HISTORY

1. Renumbering and amendment of former section 20685 to new section 20695 filed 11-5-97; operative 11-5-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 45).

ATTACHMENT B

SOLID WASTES PERFORMANCE Alternative Interim Cover Monitoring Vector Monitoring Program (6 months) California Street Landfill, City of Redlands

A) Weekly Time (hr.)

1)	Flies 10 fly grills placement and counts	1.0
2)	Other vector observations	1.0
3)	Driving time (to field site and back)	1.0
4)	Supervision/weather data recordation	1.0

4 hrs. x 26 weeks. = 104.00 hrs.

B) Monthly Time (hr.)

1)	Fly sticky tape (10 tapes set overnight)	2.0
2)	Rat traps (live), 20 traps – live	2.0
3)	Other rodent traps (live), 20 traps – live	2.0
4)	Driving time	1.0
5)	Fly sticky tape lab identification	3.0
6)	Trap maintenance	1.0
7)	Supervision/animal identification, etc.	1.0

12 hrs. x 6 mo. = 72.00 hrs.

C) Data Compilation and Report

= 8.00 hrs.

D) Total Time (hr.)

= 184.00 hrs.

I.	Total Time Charges @ \$52.00/hr. x 184.00 hrs.	=	\$9,568.00
II.	Mileage (26 wks. + 6 mo.) = 32 x 10 mi. = 320 mi. x \$0.32/mi.	=	\$102.40
III.	Equipment - Scudder grills: 2 ea. @ \$0.25/wk, use for 26 weeks	=	\$13.00
	- Sticky tape @ \$33.00/box: 1 ea. x \$33.00/box	=	\$33.00
	- Live traps: 40 ea. @ \$0.75/mo. use for 6 months	=	\$180.00
	Subtotal:		\$226.00
IV.	Supplies - Polyethylene bags: 1 bxs.	=	\$12.50
	- Surgical gloves (1 bx.)	=	\$22.00
	- Lysol disinfectant (6 cans)	=	\$25.00
	- Bait (peanut butter, oats, etc.)	=	\$6.00
	- Tyvek	=	\$50.00
	- Respirators (paper type)	=	\$162.50

Subtotal: **\$278.00**

Total: **\$10,174.40\$**

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

Agree. 00-739

July 25, 2000

FROM: THOMAS J. PRENDERGAST, JR., M.D., M.P.H.
Director of Public Health

SUBJECT: CONTRACT WITH THE CITY OF REDLANDS, MUNICIPAL UTILITIES
DEPARTMENT FOR A VECTOR SURVEY AT THE CALIFORNIA STREET
LANDFILL

RECOMMENDATION: Approve contract with the City of Redlands, Municipal Utilities Department, for the Department of Public Health, Division of Environmental Health Services, Vector Control Program to provide a six month vector survey in the amount of \$10,174 to commence during budget year 2000-2001 on a date designated by the City.

BACKGROUND INFORMATION: In an effort to divert waste and preserve landfills space, the City of Redlands has proposed the use of an alternate daily intermediate landfill cover. The only intermediate cover currently approved is 12 inches of compacted soil. To evaluate the effectiveness of the proposed alternative cover consisting of a daily green waste and sand cover, Title 27 of the California Code of Regulations requires an approved professional evaluation for litter control, odor, water permeability, fire hazard, and vector control. This survey will specifically address whether the proposed cover will adequately prevent rodent, fly, mosquito, and other vector populations. The survey will be conducted in the 2000-2001 budget year on a date specified by the City for a duration of six months after the contract is approved by the Board.

REVIEW BY OTHERS: This contract has been reviewed by Michael Sachs, Chief Deputy County Counsel and Susan Nash, Deputy County Counsel.

FINANCIAL IMPACT: Approval of this agreement requires no County local cost. Appropriate expenditures and revenues are included in the Department of Public Health's approved FY 2000-2001 budget.

SUPERVISORIAL DISTRICT(S): Third District

PRESENTER: Thomas J. Prendergast, Jr., M.D., M.P.H, Director of Public Health

cc: Public Health--Joan Mulcare
w/agreement
City w/agreement c/o PH
Auditor w/agreement
SBD w/agreement
Risk Management
CAO-Hughes
HSS
File w/agreement

mll

Record of Action of the Board of Supervisors

AGREEMENT NO. 00-739

**APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO**

MOTION	MOVE	AYE	ABSENT	AYE	SECOND
	1			4	5

EARLENE SPRAT, CLERK OF THE BOARD

BY

DATED: July 25, 2000

ITEM 030

Handwritten notes and markings in the top right corner, including a large 'X' and some illegible scribbles.

Main body of the document containing several paragraphs of text. The text is extremely faint and mostly illegible due to the quality of the scan. It appears to be a formal letter or report, with some lines of text being more distinct than others. The layout includes a header section at the top, followed by several paragraphs of text, and a footer section at the bottom. The text is arranged in a standard left-aligned format.