

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
AGREEMENT FOR
INTEGRATED PEST MANAGEMENT FUNDING

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2009, by and between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district organized under the laws of the State of California, hereinafter referred to as "DISTRICT," and the CITY OF SACRAMENTO, a municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, DISTRICT is mandated by its current NPDES permit to conduct pesticide outreach and education to its service area customers. The CITY has been administering integrated pest management (IPM) public outreach and education programs for a number of years reaching the same intended audiences. Since 2001 DISTRICT has agreed to cost share with the City for this on-going outreach and education program; and

WHEREAS, DISTRICT and CITY desire to formalize their agreement to fund this program; and

WHEREAS, DISTRICT is not subject to the requirements of Sacramento County Charter Section 71-J; and

WHEREAS, DISTRICT and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and CITY agree as follows:

1. SCOPE OF SERVICES

CITY shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services covered by this Agreement are completed, which is estimated to be June 30, 2012. The District Engineer and CITY Director of Utilities are authorized to amend this Agreement to extend the term, provided that the services remaining to be completed are within the general scope of the project and the total compensation does not exceed the Maximum Total Payment Amount.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may, or is, required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO DISTRICT
Sacramento Regional Wastewater
Treatment Plant
8521 Laguna Station Road
Elk Grove, CA 95758

TO CITY:
City of Sacramento
1395 35th Avenue
Sacramento, CA 95822

ATTN: Contracts Payment Desk

ATTN: Patrick Sanger

Either party may change the address to which subsequent notice and/or other communications shall be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CITY shall administer the IPM program in compliance with all applicable Federal, State and local laws, regulations and ordinances.

5. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

6. INDEMNIFICATION

A. CITY shall defend, indemnify and hold harmless DISTRICT and the County of Sacramento, their respective Boards, officers, directors, agents and employees from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees, or contractors.

B. DISTRICT shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and contractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of DISTRICT'S or County of Sacramento's respective Boards, officers, directors, agents or employees.

C. It is the intention of DISTRICT and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees,

DISTRICT'S and County of Sacramento's respective Boards, and CITY'S contractors. It is also the intention of DISTRICT and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, DISTRICT'S and County of Sacramento's respective Boards and CITY'S contractors.

7. INSURANCE

Each party, at its sole cost and expense, shall carry insurance –or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

8. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit A.
- B. CITY shall submit an invoice on the forms and in accordance with the procedures prescribed in Exhibit A.

9. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

10. SUCCESSORS

This Agreement shall bind the successors of DISTRICT and CITY in the same manner as if they were expressly named.

11. TIME

Time is of the essence of this Agreement.

12. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

13. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between

themselves. DISTRICT shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California.

14. TERMINATION

DISTRICT may opt out of future fiscal years if the District Board does not appropriate the necessary funds, upon written notice to City. The District Engineer has authority to terminate this Agreement.

15. REPORTS

CITY shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by the District Engineer concerning CITY'S activities as they affect the contract duties and purposes herein. DISTRICT shall explain procedures for reporting the required information.

16. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

17. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

18. FORCE MAJEURE

Neither CITY nor DISTRICT shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

19. SURVIVAL OF TERMS

The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance,

cancellation or termination of this Agreement shall so survive.

20. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

21. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district organized under the laws of the State of California

CITY OF SACRAMENTO, a municipal corporation

By: _____
Mary K. Snyder, District Engineer

By: _____
City Manager

Date: _____
Agreement Approved by the Board of Directors with Authority Delegated to the District Engineer to execute the Agreement on behalf of District.

Date: _____

Approved as to Form:
By: _____
City Attorney

Agenda Date: _____

Date: _____

Item Number: _____

Attest:

Resolution No.: _____

By: _____
City Clerk

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____
John H. Dodds
Supervising Deputy County Counsel, Counsel for District

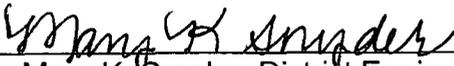
Date: _____

Prepared by: _____
Therese A. Prowse, Administrative Services Officer II
Contract Services Section / Accounting & Fiscal Services
Department of Agency Administration
Phone: (916) 876-6283

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, a sanitation district organized under the laws of the State of California

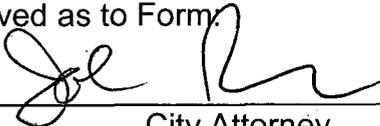
CITY OF SACRAMENTO, a municipal corporation

By: 
Mary K. Snyder, District Engineer

By: _____
City Manager

Date: _____

Date: 5/13/09
Agreement Approved by the Board of Directors with Authority Delegated to the District Engineer to execute the Agreement on behalf of District.

Approved as to Form
By: 
City Attorney

Date: 12-21-09

Agenda Date: 5-13-09

Item Number: 1

Attest:

Resolution No.: SR-2487

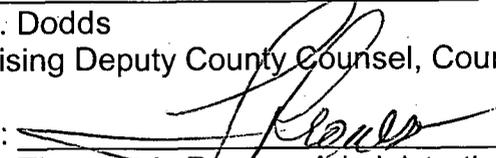
By: _____
City Clerk

Date: _____

CONTRACT AND CONTRACTOR TAX STATUS REVIEWED AND APPROVED BY COUNTY COUNSEL

By: 
John H. Dodds
Supervising Deputy County Counsel, Counsel for District

Date: 3-25-09

Prepared by: 
Therese A. Prowse, Administrative Services Officer II
Contract Services Section / Accounting & Fiscal Services
Department of Agency Administration
Phone: (916) 876-6283

**EXHIBIT A to Agreement
between SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT and CITY
OF SACRAMENTO**

A. SCOPE OF SERVICES

Sacramento Regional County Sanitation District (SRCSD) will partner with the Sacramento Stormwater Quality Partnership (SSQP) on a joint Integrated Pest Management (IPM) project. The major components of the IPM project include the Water Wise Pest Control (WWPC) program, Our Water Our World (OWOW) program, and a regional media campaign to promote these specific programs and IPM principles in general. The program sponsors are SRCSD who pays 20% of the total program costs (up to \$22,000 per fiscal year) and the Stormwater co-permittees who split the remaining costs. The City of Sacramento Stormwater Program manages the IPM project. Funds generally will be used to develop the IPM Campaign (www.preventpests.net) that includes the development of print materials, television, radio, and outdoor ads. In addition, funds will be used to support the Water Wise and OWOW programs in local hardware and nurseries that generally include point-of-purchase (POP) displays, staff training, developing IPM educational materials for school children, and expanding opportunities for media relations.

Cost Breakdown	SRCSD Annual Total, Not to Exceed
Cost for FY09	\$22,000
Estimated cost for FY10	\$22,000
Estimated cost for FY11	\$22,000
Estimated cost for FY12	\$22,000
Total Contract:	\$88,000

B. PROJECT PERSONNEL

Key contacts for this project shall be as follows:

DISTRICT:	NAME PHONE FAX E-MAIL	Linda Stevens 916 876-5287 916 875-6374 stevensl@sacsewer.com
CITY:	NAME PHONE FAX E-MAIL	Patrick Sanger 916 808-1726 916 808-1497 Psanger@cityofsacramento.org

C. SUBMISSION OF INVOICES

CITY shall address and submit all invoices associated with this Agreement by U.S. mail or personal delivery to the following address:

Sacramento Regional Wastewater Treatment Plant
8521 Laguna Station Road
Elk Grove, CA 95758
ATTN: CONTRACTS PAYMENT DESK

CITY shall include the following information on all invoices:

Contract Number **81235**
Project Name **SRCSD IPM Program Funding**
Date of Invoice Submission
Time Period Invoice Covers
Services Provided and Respective Compensation Requested
Any other information deemed necessary by CITY and/or DISTRICT.

DISTRICT may change the address to which subsequent invoices shall be sent by giving written notice designating a change of address to CITY, which shall be effective upon receipt.

D. PAYMENTS

In accordance with the Compensation and Payment of Invoices Limitations provision of this Agreement, DISTRICT shall address and submit payments to CITY at the following address:

City of Sacramento
1395 35th Avenue
Sacramento, CA 95822

CITY may change the address to which subsequent payments shall be sent by giving written notice designating a change of address to DISTRICT, which shall be effective upon receipt.