

**CONSENT TO TRANSACT ELECTRONICALLY RIDER
TO THE PROFESSIONAL SERVICES AGREEMENT NO. F002016 (“Agreement”)
BETWEEN THE CITY OF SANTA ROSA (“City”) AND MARIN/SONOMA
MOSQUITO AND VECTOR CONTROL DISTRICT (“Consultant”)**

By this Consent to Transact Electronically Rider (“Rider”) to the Agreement dated May 10, 2021, the City and “Consultant” agree as follows:

1. Counterparts. The Agreement, amendments and/or any future documents relating thereto that are executed after the Rider Effective Date may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature.
2. Electronic Signatures. Both City and Consultant wish to permit the Agreement, amendments and/or future documents executed after the Rider Effective Date relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party may revoke its permission to use electronic signatures at any time in relation to future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.
3. Rider Effective Date. This Rider is effective as of the date last signed by the Parties below.

All other terms of the Agreement in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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Executed as of the Rider Effective Date.

CONSULTANT/CONTRACTOR:

Name of Firm: MARIN/SONOMA MOSQUITO AND VECTOR CONTROL DISTRICT

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By:  _____
Erik Hawk Reg. No. 2021 08-44 P01

Print Name: Erik Hawk _____

Title: _____

By: _____

Print Name: _____

Title: _____

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Director, _____ Department

Title: _____

APPROVED AS TO FORM:

 _____
Eric Peterson Reg. No. 2021 11-29 P01

Office of the City Attorney

ATTEST:



In consideration of the mutual obligation set forth herein, the Marin/Sonoma Mosquito and Vector Control District (MSMVCD), and the City of Santa Rosa (City), agree as follows:

1. This agreement shall be effective beginning July 1, 2021 and continue through June 30, 2025.
2. MSMVCD shall, under contract cost, provide necessary mosquito surveillance and control related to recycled water irrigation on all properties under agricultural irrigation agreements with City, from the seasonal onset of recycled water irrigation, until the termination of recycled water irrigation and on any standing water that persists as a result of irrigation. City will provide MSMVCD with a list of all such properties.
3. MSMVCD staff shall inform the City regarding opportunities to achieve mosquito control through public relations and education, source reduction, and biological methods.
4. MSMVCD may assist and work collaboratively with the City on field projects related to recycled water irrigation on all properties under agricultural irrigation agreements with City that will achieve mosquito control through source reduction. This type of project work may involve the use of MSMVCD equipment such as an excavator, Argo, or Snow Cat. MSMVCD may participate in such collaborative projects based on pertinence to mosquito control, staff, and equipment availability.
5. MSMVCD shall invoice the City quarterly and the City agrees to pay each invoice in full for the materials (larvicides and/or adulticides) used for mosquito control on lands irrigated with the City's recycled water. The total annual cost for materials shall not exceed fifteen thousand dollars (\$15,000) per fiscal year (July 1 through June 30).
6. MSMVCD shall invoice the City quarterly and the City agrees to pay each invoice in full for equipment and labor pertaining to mosquito surveillance and control on lands irrigated with the City's recycled water. The total annual cost for labor and equipment shall not exceed fifty-five thousand dollars (\$55,000) per fiscal year.
7. Changes to the services or the not to exceed amounts set forth above shall be by written amendment to this Agreement prior to any changes in the services or the not to exceed amounts.
8. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

595 Helman Lane
Cotati, CA 94931
1.800.231.3236 or 707.285.2200
707.285.2210 fax
www.msamosquito.com

Philip D. Smith
District Manager

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9. As to any actions, claims, damages, or expenses that may be asserted by any third party arising out of or in connection with the performance of this Agreement or arising out of any action, claim, lawsuit, or proceeding directly or indirectly attacking the validity of this Agreement (collectively "third party actions"), the parties agree to cooperate and provide a common defense to such third party actions. In the event of notification to either party of third party action(s), the parties shall meet and agree on the manner of providing defense and the equitable sharing of the cost thereof, including the allocation of any settlement or judgment.
10. This Agreement may be terminated by either party by giving thirty (30) days written notice to the other party of its intent to terminate the Agreement.

_____ Date: _____ *Erik Hawk* Apr 29, 2021
Erik Hawk (Apr 29, 2021 08:44 PDT) Date: _____

Daniel J Galvin III, Chair	Phillip D. Smith
Board of Public Utilities	District Manager
City of Santa Rosa	Marin/Sonoma Mosquito and Vector Control District

Approved as to Form *Jessica Mullan* May 10, 2021
Jessica Mullan (May 10, 2021 11:29 PDT)

Office of the City Attorney










MSMVC 4yr agreement

Final Audit Report

2021-05-10

Created:	2021-04-28
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"MSMVC 4yr agreement" History

-  Document created by Priscilla Reyes (preyes@srcity.org)
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