

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

121



FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:
November 14, 2011

SUBJECT: Ratify the Vector Control Services Agreement No.12-027, between the Metropolitan Water District of Southern California (MWD) and the Riverside County Community Health Agency/Department of Environmental Health (COUNTY).

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the No. 12-027 Agreement with the Metropolitan Water District of Southern California (MWD) and the Riverside County Community Health Agency/Department of Environmental Health (COUNTY) for the period of September 1, 2011 through August 31, 2012, for Vector Control Services; and
- 2) Authorize the Chairperson of the Board to sign four (4) originals of the attached Agreement on behalf of the County.

BACKGROUND: Since 2005 the County has been providing Vector Control Services in the area of Winchester, for the Metropolitan Water District of Southern California (MWD), which operates Diamond Valley Lake. MWD also controls properties surrounding Lake Mathews. These properties have been identified as a breeding source of one of the mosquito species (*Culex tarsalis*) that (Continued on page 2)

Steve Van Stockum

KJ:nd

Steve Van Stockum, Director
Department of Environmental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 17,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% Department Revenue from services rendered for the MWD	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
Debra Cournoyer
Debra Cournoyer

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY *Bruce G. Fordon*
BRUCE G. FORDON
DATE 10/26/11

Departmental Concurrence

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Samuel Wong*
SAMUEL WONG
DATE 11/2/11

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: District: 1 and 3 Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.8

Form 11

Subject: Ratify the Vector Control Services Agreement between the Metropolitan Water District of Southern California (MWD) and the Riverside County Community Health Agency/Department of Environmental Health

Page 2

BACKGROUND (Continued)

transmits West Nile Virus (WNV). The MWD has asked the County to monitor and treat these areas to reduce the mosquito breeding. The attached Agreement would allow the County to perform services, and would provide full reimbursement for County time and costs not to exceed \$17,000. This agreement has an effective date of September 1, 2011 through August 31, 2012.

FINANCIAL IMPACT:

This Revenue Agreement will have no impact on County costs and will be a source of Revenue to Riverside County Community Health Agency/Department of Environmental Health.

1
2
3 **AGREEMENT BETWEEN THE METROPOLITAN WATER DISTRICT**
4 **OF SOUTHERN CALIFORNIA AND THE**
5 **COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES,**
6 **PROVIDED THROUGH THE COMMUNITY HEALTH AGENCY**
7 **DEPARTMENT OF ENVIRONMENTAL HEALTH**

8 This Agreement is entered into between the Metropolitan Water District of Southern
9 California (hereinafter referred to as "Metropolitan"), and the County of Riverside, through its
10 Community Health Agency, Department of Environmental Health (hereinafter referred to as
11 "COUNTY") (collectively, the "PARTIES"), from September 1, 2011 through August 31, 2012
12 with the contract expiring on August 31, 2012.

13
14 **WITNESSETH:**

15 **WHEREAS,** METROPOLITAN desires the COUNTY to provide Vector Control
16 Services that include mosquito surveillance, mosquito control, advice and assistance,
17 community awareness and abatement projects, complaint response, public presentations,
18 consultations, and public education with flyers and booklets;

19
20 **WHEREAS,** COUNTY has personnel with sufficient training and expertise to provide
21 such services;

22
23 **NOW THEREFORE,** in consideration of the mutual promises, covenants and conditions
24 hereinafter contained, the PARTIES hereto mutually agree as provided on pages 1 through 7,
25 Exhibit "A", consisting of one (1) page, Exhibit "B", consisting of two (2) pages, and
26 Attachment "A", consisting of one (1) page, attached
27 hereto and incorporated herein.
28

APPROVALS

COUNTY Approvals

METROPOLITAN Approvals

Approved as to form:

Approved as to form:

Bruce G. Fordon Dated: 10/26/11 _____ Dated: _____

Print Name: Bruce G. Fordon Print Name: _____

Title: Deputy County Counsel Title: _____

Approved by Board of Supervisors:

Approved by Manager or Designee:

_____ Dated: _____

Michael J. Blodwin Dated: 11/9/11

Print Name: Bob Buster

Print Name: Michael J. Blodwin

Title: Chairman, Board of Supervisors

Title: Contracting SUC MGR

ATTEST:

Clerk of the Board:

By: _____

Print Name: Kecia Harper-Ihem

Title: Clerk

1
2 **1. COUNTY OBLIGATIONS:**

3 COUNTY shall provide all services as outlined and specified in EXHIBIT "A", SCOPE
4 OF SERVICE and ATTACHMENT "A", LOCATIONS FOR SERVICES, attached
5 hereto and by this reference incorporated herein.

6 **2. PERIOD OF PERFORMANCE:**

7 This Agreement shall be effective from September 1, 2011 through August 31,
8 2012, unless terminated as specified in Section 14, TERMINATION.

9 **3. COMPENSATION:**

10 In consideration of services provided by COUNTY pursuant to EXHIBIT "A", SCOPE
11 OF SERVICE, and ATTACHMENT "A", LOCATIONS FOR SERVICES, attached
12 hereto and incorporated herein, COUNTY shall be entitled to receive payment as
13 specified in EXHIBIT "B", PAYMENT PROVISIONS, attached hereto and incorporated
14 herein by this reference for services rendered. The total cost of services rendered is
15 subject to change annually for each succeeding annual term following the initial term of
16 this Agreement.

17 **4. AVAILABILITY OF FUNDING:**

18 It is mutually agreed and understood that the obligation of the METROPOLITAN is
19 limited by and contingent upon the availability of METROPOLITAN funds for the
20 reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for
21 any reason, METROPOLITAN shall immediately notify COUNTY in writing.

22 COUNTY shall be entitled to reimbursement of costs for work performed, in accordance
23 with EXHIBIT "B", PAYMENT PROVISIONS.

24 **5. ADMINISTRATION:**

25 The COUNTY Director for the Department of Environmental Health, or designee, shall
26 administer this Agreement on behalf of the COUNTY, and serve as the liaison with
27 METROPOLITAN in connection with this Agreement.

28 **6. PERSONNEL:**

The services provided by the COUNTY shall be performed by COUNTY personnel

1 under the control and direction of COUNTY. To the extent that METROPOLITAN
2 officers or employees may also participate in any of the activities herein
3 provided for, or that peace officers of METROPOLITAN (whether
4 working by contract or as METROPOLITAN Employee) may be called upon to render
5 services, aid or assistance within the boundaries of METROPOLITAN, or other to
6 perform law enforcement functions, any expenses thereof shall be borne by
7 METROPOLITAN.

8 **7. RECORDS:**

9 COUNTY agrees to maintain records and documentation of the services rendered
10 and supplies used pursuant to this Agreement for a period of five (5) years. Such
11 records or copies thereof shall be accessible to METROPOLITAN for review upon
12 reasonable notification by METROPOLITAN without copying charges.

13 **8. HOLD HARMLESS/INDEMNIFICATION:**

14 **8.1 Indemnification by COUNTY:** COUNTY shall indemnify, defend and hold
15 harmless METROPOLITAN, its officials, officers, employees and agents from all
16 claims and liability for loss, damage, or injury to property or persons, including
17 wrongful death, based on COUNTY's intentional or negligent acts, omissions or
18 willful misconduct arising out of or in connection with the performance of
19 professional services under this Agreement including, without limitation, the
20 payment of attorney's fees.

21 **8.2 Indemnification by METROPOLITAN:** METROPOLITAN shall indemnify,
22 defend and hold harmless COUNTY, its officials, officers, employees and agents
23 from all claims and liability for loss, damage, or injury to property or persons,
24 including wrongful death, based on METROPOLITAN's intentional or negligent
25 acts, omissions or willful misconduct arising out of or in connection with the
26 performance of
27 professional services under this Agreement including, without limitation, the
28 payment of attorney's fees.

8.3 Notification and Cooperation: The parties mutually agree to notify each other
through their respective contract administrators if they are served with any

1 summons, complaint, discovery request or court order (hereinafter “litigation
2 documents”) concerning this Agreement and the professional services provided
3 hereunder. The parties also mutually agree to cooperate with each other in any
4 legal action concerning this Agreement and the professional services provided
5 hereunder. Such cooperation shall include each party giving the other an
6 opportunity to review any proposed responses to litigation documents. This right
7 of review does not, however, give either party the right to control, direct or
8 rewrite the proposed responses of the other party.

9 **9. INSURANCE:**

10 The parties agree to maintain the types of insurance and liability limits that are expected
11 for entities of their size and diversity. The types of insurance maintained and the limits
12 of liability for each insurance type shall not limit the indemnification provided by each
13 party to the other.

14 **10. ASSIGNMENT:**

15 The expertise and experience of COUNTY are material considerations for this
16 Agreement. METROPOLITAN has an interest in the qualifications and capabilities of
17 the persons and entities that COUNTY will use to fulfill its obligations under this
18 Agreement. In recognition of that interest, COUNTY shall not assign or transfer this
19 Agreement, in whole or in part, or the performance of any of COUNTY’s obligations
20 under this Agreement without prior written consent of METROPOLITAN’s contract
21 administrator. Any attempted assignment shall be ineffective, null and void, and shall
22 constitute a material breach of this Agreement entitling METROPOLITAN to any and all
23 remedies at law or in equity, including summary termination of this Agreement.
24 METROPOLITAN acknowledges, however, that COUNTY, in the performance of its
25 duties under this Agreement, may utilize subcontractors.

26 **11. FORCE MAJEURE:**

27 Neither Party shall be liable nor deemed to be in default for any delay or failure in
28 performance under this Agreement or other interruption of service or employment
deemed resulting, directly or indirectly, from acts of God.

1 **12. SEVERABILITY:**

2 If any provision in this Agreement is held by a court of competent jurisdiction to be
3 invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
4 force without being impaired or invalidated in any way.

5 **13. MISCELLANEOUS:**

6 This Agreement is intended by the Parties hereto as a final expression of their
7 understanding with respect to the subject matter hereof, and as a complete and exclusive
8 statement of the provisions hereof. This Agreement supersedes any and all prior and
9 contemporaneous agreements and understandings, oral or written, in connection
10 therewith. This Agreement may be changed or modified only by a written amendment
11 signed by authorized representatives of both parties.

12 **14. TERMINATION:**

13 METROPOLITAN and COUNTY reserve the right to terminate this Agreement at any
14 time, with or without cause, upon written thirty (30) day notice stating the extent and
15 effective date of termination. Upon receipt of any notice of termination from
16 METROPOLITAN, COUNTY shall cease all services hereunder except such as may be
17 specifically approved in writing by METROPOLITAN and COUNTY as of the effective
18 date of termination. COUNTY shall be entitled to compensation for all services
19 rendered prior to termination and for any services authorized in writing by
20 METROPOLITAN thereafter.

21 **15. NOTICES:**

22 All correspondence and notices required or contemplated by this Agreement shall be
23 delivered to the respective parties at the addresses set forth below and are deemed
24 submitted one day after their deposit in the United States mail, postage prepaid:

25
26 **COUNTY:**
27 Community Health Agency
28 Director of Environmental Health
P.O. Box 7600
Riverside, CA 92513

Additional Copy COUNTY:
Community Health Agency
Procurement/Contract Administration
4065 County Circle Drive
Riverside, CA 92503

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

METROPOLITAN:

Metropolitan Water District of So. Ca
Contract Administration
P.O. Box 54153
Los Angeles, CA 90054-0153

Additional Copy METROPOLITAN:

Metropolitan Water District of So. Ca
Contract Administration
33752 Newport Blvd.
Winchester, CA 92596

or to such other address(es) as the parties may hereafter designate.

// // // // //

EXHIBIT A
SCOPE OF SERVICE

COUNTY shall furnish the personnel, materials and supplies to perform the following services to be rendered as specified in ATTACHMENT "A", LOCATIONS FOR SERVICES, under the control and direction of the COUNTY:

1. Mosquito Control Services:

1.1 COUNTY will respond to complaints and requests for assistance concerning mosquitoes and, when appropriate, take action(s) to abate or control the vector(s).

1.2 Conduct mosquito surveillance and control activities, including, but not limited to, fact-finding, inventory of breeding sources, education and consultation, issuing citations, following-up with the offending party when necessary, appearing in court as witness, and taking direct control action to include biological and chemical control when necessary.

2. Personnel:

2.1 The services provided by the COUNTY shall be performed by COUNTY personnel under the control and direction of COUNTY. To the extent that METROPOLITAN officers or employees may also participate in any of the activities herein provided for, or that peace officers of METROPOLITAN (whether working by contract or as METROPOLITAN Employee) may be called upon to render services, aid or assistance within the boundaries of METROPOLITAN, or other to perform law enforcement functions, any expenses thereof shall be borne by METROPOLITAN.

// // // // //

EXHIBIT B**PAYMENT PROVISIONS**

1
2
3
4 For and consideration of the rendition by COUNTY of those services specified in EXHIBIT "A",
5 SCOPE OF SERVICE and ATTACHMENT "A", LOCATIONS FOR SERVICES, PARTIES
6 agree to the following payment provisions:

1. Payments:

7
8 **1.1** METROPOLITAN will pay COUNTY at the rate of COUNTY Ordinance No. 640,
9 Environmental Health Services Fees, for the cost of specific services rendered to
10 METROPOLITAN residents. COUNTY accepts the rate established in COUNTY
11 Ordinance No. 640 as the total hourly cost to COUNTY to provide said services;
12 METROPOLITAN agrees to pay COUNTY such rate for all time spent rendering such
13 services as described herein, including any travel time, and time spent attending
14 METROPOLITAN meetings. In addition, METROPOLITAN shall reimburse COUNTY
15 for actual costs of pesticides and supplies used. This shall not include any additional costs
16 of pesticides or other services, such as aerial application of pesticides, or aerial
17 photography, which shall be approved in advance by the METROPOLITAN.

18 **1.2** COUNTY shall submit itemized billings for the items as outlined in Attachment "A"
19 of Agreement to METROPOLITAN on a quarterly basis, for all services rendered.
20 METROPOLITAN agrees to pay all such non-disputed charges within sixty (60) days of
21 receipt of itemized statements therefore.

22 **1.3** All administrative citation amounts charged by the COUNTY shall be used to offset
23 against amounts charged to the METROPOLITAN minus the cost of processing the
24 citation, which would be retained by the COUNTY.

2. Invoices:

25 **2.1** Invoices shall be submitted on a line item basis referencing
26 Purchase Order #107218-02, and submitted to the following address:

27 The Metropolitan Water District of Southern California
28 Attention: Accounts Payable Department
P.O. Box 54153
Los Angeles, CA 90054-0153

1 2.2 The total cost of this Contract, including sales tax, shall not exceed 12-027
2 seventeen thousand (\$17,000). COUNTY shall notify METROPOLITAN when total
3 amount expended reaches 80% of this amount.

4 // // // // //

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

LOCATIONS FOR SERVICES

1. Mosquito Control Services:

1.1 Provide mosquito population monitoring and control as needed from September 1, 2011 through August 31, 2012 at the following Metropolitan Water District properties at the hourly rate as specified by Riverside County Ordinance No. 640.8 Section 13

Required Fees, Item 17a:

1.1.1 Surrounding areas of Diamond Valley Lake, located at 33752 Newport Blvd. in Winchester, California.

1.1.2 Cajalco Creek Detention Basin, located east of the intersection of Cajalco and El Sobrante adjacent to Lake Mathews.

1.1.3 Three detention basins along Cajalco Road adjacent to Lake Mathews.

1.1.4 Lake Mathews Outlet Tower spoils disposal area, located across from Lake Mathews entrance on La Sierra through Gate 24.

COUNTY services shall generally be scheduled Monday – Thursday between the hours of 6:00 am – 4:30 pm (PST) unless previously arranged and approved by the Agreement Administrator or (in an emergency) other METROPOLITAN Management designee.

All work shall be coordinated, authorized and accepted by METROPOLITAN’s Agreement Administrator, Susan Savolainen or designee, as referenced in “Points of Contact” below.

METROPOLITAN’s Agreement Administrator or designee shall authorize payment for all approved services rendered and shall monitor expenditures to ensure the amount does not exceed the Agreement.

2. Points of Contact:

2.1 METROPOLITAN Contact: Susan Savolainen, Agreement Administrator, Phone: (951) 776-2614 or e-mail: ssavolainen@mwdh2o.com.

2.2 COUNTY Contact: Dottie Ellis-Merki, Program Chief, Phone: (951) 358-5172 or e-mail: DEllisme@rivcocha.org