

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

111



FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:
December 7, 2011

SUBJECT: Ratify the Vector Control Services Agreement No.12-022, between the Eastern Municipal Water District (EMWD) and the Riverside County Community Health Agency/Department of Environmental Health (COUNTY).

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the No. 12-022 Agreement with the Eastern Municipal Water District (EMWD) and the Riverside County Community Health Agency/Department of Environmental Health (COUNTY) for the period of November 1, 2011 through October 31, 2016, 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: In the area of Hemet and San Jacinto, EMWD operates a wetland and research facility. This property has been identified as a breeding source for the mosquito species (*Culex tarsalis*), which transmits the West Nile Virus. EMWD has asked the COUNTY to monitor and treat these areas to reduce mosquito breeding. The attached Agreement would allow the COUNTY to perform Vector Control Services, and receive full reimbursement for time and costs not to exceed \$29,000 annually.

SVS:kj:nd

Steve Van Stockum, Director
Department of Environmental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 29,000.00	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 EMWD	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Debra Cournoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: 11/24/12
 SAMUEL WONG
 FORM APPROVED COUNTY COUNSEL
 BRUCE G. FORDON 1/23/12
 DATE
 Departmental Concurrence

Consent
 Policy
 Consent
 Policy

Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 3,5

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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APPROVALS

COUNTY Approvals

DISTRICT Approvals

Approved as to form:

Approved as to form:

 Dated: 1/23/12

_____ Dated: _____

Print Name: Bruce G. Fordon

Print Name: _____


Title: Deputy County Counsel

Title: _____

Approved by Board of Supervisors:

Approved by Manager or Designee:

_____ Dated: _____

 Dated: 1-5-12

Print Name: _____

Print Name: Daniel Howell

Title: _____

Title: Director Purchasing & Contracts

ATTEST:

Clerk of the Board:

By: _____

Print Name: _____

Title: _____

1 **1. COUNTY OBLIGATIONS:**

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

5 **2. PERIOD OF PERFORMANCE:**

6 This Agreement shall be effective from November 1, 2011 through October 31,
7 2012, and shall continue in effect for the successive one (1) year periods through
8 October 31, 2016, 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 DISTRICT is
19 limited by and contingent upon the availability of DISTRICT funds for the
20 reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for
21 any reason, DISTRICT 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.
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25 **5. ADMINISTRATION:**

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

1 **6. PERSONNEL:**

2 The services provided by the COUNTY shall be performed by COUNTY
3 personnel under the control and direction of COUNTY. To the extent that DISTRICT
4 officers or employees may also participate in any of the activities herein provided
5 any expenses thereof shall be borne by DISTRICT.

6 **7. RECORDS:**

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

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

12 **8.1 Indemnification by COUNTY:** COUNTY shall indemnify, defend and hold
13 harmless DISTRICT, its officials, officers, employees and agents from all claims
14 and liability for loss, damage, or injury to property or persons, including wrongful
15 death, based on COUNTY’s intentional or negligent acts, omissions or willful
16 misconduct arising out of or in connection with the performance of professional
17 services under this Agreement including, without limitation, the payment of
18 attorney’s fees.

19 **8.2 Indemnification by DISTRICT:** DISTRICT shall indemnify, defend and hold
20 harmless COUNTY, its officials, officers, employees and agents from all claims
21 and liability for loss, damage, or injury to property or persons, including wrongful
22 death, based on DISTRICT’s intentional or negligent acts, omissions or willful
23 misconduct arising out of or in connection with the performance of
24 professional services under this Agreement including, without limitation, the
25 payment of attorney’s fees.

26 **8.3 Notification and Cooperation:** The parties mutually agree to notify each other
27 through their respective contract administrators if they are served with any
28 summons, complaint, discovery request or court order (hereinafter “litigation
documents”) concerning this Agreement and the professional services provided

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

7 **9. INSURANCE:**

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

12 **10. ASSIGNMENT:**

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

24 **11. FORCE MAJEURE:**

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

28 **12. SEVERABILITY:**

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

4 **13. MISCELLANEOUS:**

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

11 **14. TERMINATION:**

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

20 **15. NOTICES:**

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

24 **COUNTY:**

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

Additional Copy COUNTY:

Community Health Agency
Procurement/Contract Administration
4065 County Circle Drive
Riverside, CA 92503

DISTRICT:

Eastern Municipal Water District
District Manager
2270 Trumble Road
Perris, CA 92570

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

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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 within the affected areas of the assigned locations, as referenced in ATTACHMENT A, 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 DISTRICT officers or employees may also participate in any of the activities herein provided for, or that peace officers of DISTRICT (whether working by contract or as DISTRICT Employee) may be called upon to render services, aid or assistance within the boundaries of DISTRICT, or other to perform law enforcement functions, any expenses thereof shall be borne by DISTRICT.

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EXHIBIT B

PAYMENT PROVISIONS

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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:

7 **1. Payments:**

8 **1.1** DISTRICT 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 DISTRICT residents. COUNTY accepts the rate established in COUNTY
11 Ordinance No. 640 as the total hourly cost to COUNTY to provide said services as
12 referenced in Exhibit A, Scope of Service.

13 In addition, DISTRICT shall reimburse COUNTY for actual costs of pesticides and supplies
14 used. This shall not include any additional costs of pesticides or other services, such as
15 aerial application of pesticides, or aerial photography, which shall be approved in advance
16 by the DISTRICT.

17 **1.2** COUNTY shall submit itemized billings for the items as outlined in Attachment "A"
18 of Agreement to DISTRICT on a quarterly basis, for all services rendered.
19 DISTRICT agrees to pay all such non-disputed charges within sixty (60) days of
20 receipt of itemized statements therefore.

21 **2. Invoices:**

22 **2.1** Invoices shall be submitted on a line item basis and submitted to the
23 following address:

24 The Eastern Municipal Water District
25 Attention: Accounts Payable Department
26 P.O. Box 8300
27 Perris, CA 92572-8300

28 **2.2** The total cost of this Contract, including sales tax, shall not exceed
twenty-nine thousand (\$29,000) annually. COUNTY shall notify DISTRICT when total
amount expended reaches 80% of this amount.

LOCATIONS FOR SERVICES

1. **Mosquito Control Services:**

1.1 Provide mosquito population monitoring and control as needed from November 1, 2011 through October 31, 2016 at the following Eastern Municipal 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 The wetlands and research area at the Hemet/San Jacinto Regional Wastewater Reclamation Facilities (RWRf)

1.1.2 The Met Pond area

1.1.3 The Sun City RWRf

1.1.4 The Temecula Valley RWRf ponds

1.1.5 The Moreno Valley RWRf ponds

1.1.6 The Perris RWRf ponds

1.1.7 The Alessandro Spreading Grounds in San Jacinto

1.1.8 The Ski-land Reservoir in Perris

1.1.9 The Winchester Ponds

COUNTY services shall generally be scheduled Monday – Thursday between the hours of 7:00 am to 3:30 pm (PST) unless previously arranged and approved by the Agreement Administrator or (in an emergency) other DISTRICT Management designee.

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

DISTRICT’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 DISTRICT Contact: Myrna Vazquez, Buyer, Agreement Administrator, Phone: (951) 928-3777 x4521 or e-mail: vazquezm@emwd.org

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