

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, Director  
Department of Environmental Health

KJ:nd

FINANCIAL  
DATA

Current F.Y. Total Cost: \$ 17,000.00  
Current F.Y. Net County Cost: \$ 0  
Annual Net County Cost: \$ 0

In Current Year Budget: Yes  
Budget Adjustment: No  
For Fiscal Year: 11/12

SOURCE OF FUNDS: 100% Department Revenue from services rendered for the MWD

Positions To Be Deleted Per A-30 ☐  
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: December 6, 2011  
xc: CHA-Environmental Health, Auditor

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

Prev. Agn. Ref.:

District: 1 and 3

Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.8

FORM APPROVED COUNTY COUNSEL

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY:   
SAMUEL WONG

Policy ☒ Policy ☒  
Consent ☐ Consent ☐

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

Departmental Concurrence

BY:   
BRUCE G. FORDON  
DATE: 10/26/11

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

14 **WITNESSETH:**

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

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. Forden Dated: 10/26/11 \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name: Bruce G. Forden Print Name: \_\_\_\_\_Title: Deputy County Counsel Title: \_\_\_\_\_

Approved by Board of Supervisors:

Approved by Manager or Designee:

Bob Buster Dated: DEC 06 2011 \_\_\_\_\_ Dated: 11/17/11 \_\_\_\_\_

Print Name: Bob Buster Print Name: Michael J. BlodgettTitle: Chairman, Board of Supervisors Title: Contracting Svc Mgr

ATTEST:

Clerk of the Board:

By: Kecia Harper-Ihem, Deputy forPrint Name: Kecia Harper-IhemTitle: Clerk

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

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 "<sup>12-027</sup>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 **COUNTY:**

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

**Additional Copy COUNTY:**

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



**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.

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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 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.

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**EXHIBIT B****PAYMENT PROVISIONS**

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

**1. Payments:**

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

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

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

**2. Invoices:**

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

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

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

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**ATTACHMENT A**  
**LOCATIONS FOR SERVICES**

12-027

**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](mailto:ssavolainen@mwdh2o.com).

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