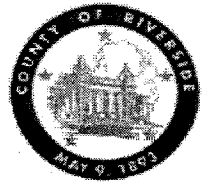


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**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.

Steve Van Stockum, Director  
Department of Environmental Health

SVS:kj:nd

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b> 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 Courmoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Buster, Tavaglione, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** February 7, 2012  
**xc:** CHA-Environmental Health, Auditor

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

**Prev. Agn. Ref.:** ATTACHMENTS FILED WITH THE CLERK OF THE BOARD  
**District:** 3,5  
**Agenda Number:** 3.6

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

Policy

Consent

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



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**APPROVALS**

**COUNTY Approvals**

**DISTRICT Approvals**

Approved as to form:

Approved as to form:

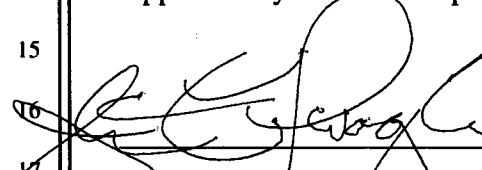
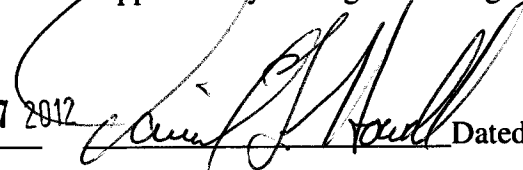
 Dated: 1/23/12 \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name: Bruce G. Fordon Print Name: \_\_\_\_\_

Title: Deputy County Counsel Title: \_\_\_\_\_

Approved by Board of Supervisors:

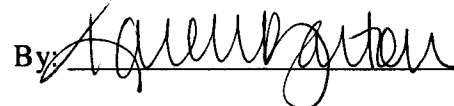
Approved by Manager or Designee:

 Dated: FEB 07 2012 \_\_\_\_\_  Dated: 1-5-12

Print Name: JOHN TAVAGLIONE Print Name: Daniel Howell

Title: CHAIRMAN, BOARD OF SUPERVISORS Title: Director Purchasing & Contracts

ATTEST:  
  
Clerk of the Board:

By: 

Print Name: \_\_\_\_\_

Title: Deputy

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 **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 **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 **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.

24 **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 DISTRICT in connection with this Agreement.  
28

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<sup>12-022</sup>  
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.

//////



**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.

//// ////

**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** 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.

**2. Invoices:**

21 **2.1** Invoices shall be submitted on a line item basis and submitted to the  
22 following address:

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

27 **2.2** The total cost of this Contract, including sales tax, shall not exceed  
28 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](mailto:vazquezm@emwd.org)

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