

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



ITEM  
3.12  
(ID # 3023)

**MEETING DATE:**

Tuesday, January 31, 2017

**FROM :** ENVIRONMENTAL HEALTH:

**SUBJECT:** ENVIRONMENTAL HEALTH: Ratify the Vector Control Services Agreement No. 12-022 between the Eastern Municipal Water District and the Riverside County Department of Environmental Health. Districts 3 and 5 [\$65,000 - 100% Department Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the No. 12-022 Agreement that the Eastern Municipal Water District (EMWD) and the Riverside County Department of Environmental Health (COUNTY) for the period of November 1, 2016 through October 31, 2021 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.

**ACTION: Policy**

Steve Van Stockum, Director Environmental Health

12/7/2016

Gregory V. Priapos, Director County Counsel

1/3/2017

Susana Garcia-Bocanegra

1/4/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington and Ashley  
Nays: None  
Absent: Tavaglione  
Date: January 31, 2017  
xc: Environmental Health

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

**BACKGROUND:**

**Summary**

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 \$65,000 over the term of the contract.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$13,000	\$13,000	\$ 65,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% Department Revenue from services rendered</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			16/17 – 21/22	

**C.E.O. RECOMMENDATION: APPROVE**

**Impact on Residents and Businesses**

Reduced chances for mosquito breeding in EMWDs wetland research facility will be beneficial to public health.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The County has a current agreement with EMWD that expired October 31, 2016, which the services provided by the County are billable and paid by EMWD. The new agreement is effective through October 31, 2021. [Prev. Agenda Ref. 3.6 – February 7, 2012]

**Contract History and Price Reasonableness**

The original contract was entered into August 24, 2004 vector control services have been provided to EMWD since, the hours are billed at the current hourly rate at the time of service. Services are 100% funded by EMWD.

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3 **AGREEMENT BETWEEN THE**

4 **EASTERN MUNICIPAL WATER DISTRICT**

5 **AND THE**

6 **COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES,**

7 **PROVIDED THROUGH THE**

8 **DEPARTMENT OF ENVIRONMENTAL HEALTH**

9 This Agreement is entered into between the Eastern Municipal Water District (hereinafter

10 referred to as "DISTRICT"), and the County of Riverside, through its Department of

11 Environmental Health (hereinafter referred to as "COUNTY") (collectively, the "PARTIES"),

12 from November 1, 2016 through October 31, 2021 with the contract expiring on October 31,

13 2021.

14 **WITNESSETH:**

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16 **WHEREAS,** DISTRICT desires the COUNTY to provide Vector Control

17 Services that include mosquito surveillance and 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

21 **WHEREAS,** COUNTY has personnel with sufficient training and expertise to provide

22 such services;

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 one (1) page, and

26 Attachment "A", consisting of one (1) page, attached

27 hereto and incorporated herein.

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JAN 31 2017 3.12

3.12 1/31/17

1 APPROVALS

2  
3 COUNTY Approvals

DISTRICT Approvals

4  
5 Approved as to form:

Approved as to form:

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7  
8 *EA* Dated: 1/24/17

Dated: \_\_\_\_\_

9  
10 Print Name: ERIC STORMER

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

11 Title: Rep. County Const

Title: \_\_\_\_\_

12  
13 Approved by Board of Supervisors:

Approved by Manager or Designee:

14  
15 *[Signature]* Dated: JAN 31 2017

*[Signature]* Dated: 12-1-16  
12-1-16  
12-1-16

16 Print Name: JOHN TAVAGLIONE

Print Name: Daniel T. Howell

17 Title: CHAIRMAN, BOARD OF SUPERVISORS

Title: Director of Administrative Services

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19 ATTEST:  
20 KECIA HARPER-IHEM  
21 Clerk of the Board:

22 By: *[Signature]*

23 Print Name: Karen Barton

24 Title: Deputy

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RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS  
2017 JAN 26 AM 8:13

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, 2016 through October 31, 2021,  
7 unless terminated as specified in Section 14, TERMINATION.

8 **3. COMPENSATION:**

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

16 **4. AVAILABILITY OF FUNDING:**

17 It is mutually agreed and understood that the obligation of the DISTRICT is limited by  
18 and contingent upon the availability of DISTRICT funds for the reimbursement of  
19 COUNTY's fees. In the event that such funds are not forthcoming for any reason,  
20 DISTRICT shall immediately notify COUNTY in writing. COUNTY shall be entitled to  
21 reimbursement of costs for work performed, in accordance with EXHIBIT "B",  
22 PAYMENT PROVISIONS.

23 **5. ADMINISTRATION:**

24 The COUNTY Director for the Department of Environmental Health, or designee, shall  
25 administer this Agreement on behalf of the COUNTY, and serve as the liaison with  
26 DISTRICT in connection with this Agreement.  
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1 **6. PERSONNEL:**

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

9 **7. RECORDS:**

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

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

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

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

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2 **8.3 Notification and Cooperation:** The parties mutually agree to notify each other  
3 through their respective contract administrators if they are served with any  
4 summons, complaint, discovery request or court order (hereinafter "litigation  
5 documents") concerning this Agreement and the professional services provided  
6 hereunder. The parties also mutually agree to cooperate with each other in any  
7 legal action concerning this Agreement and the professional services provided  
8 hereunder. Such cooperation shall include each party giving the other an  
9 opportunity to review any proposed responses to litigation documents. This right  
10 of review does not, however, give either party the right to control, direct or  
11 rewrite the proposed responses of the other party.

12 **9. INSURANCE:**

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

17 **10. ASSIGNMENT:**

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

1 **11. FORCE MAJEURE:**

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

5 **12. SEVERABILITY:**

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

9 **13. MISCELLANEOUS:**

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

16 **14. TERMINATION:**

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

24 **15. NOTICES:**

25 All correspondence and notices required or contemplated by this Agreement shall be  
26 delivered to the respective parties at the addresses set forth below and are deemed  
27 submitted one day after their deposit in the United States mail, postage prepaid:  
28



**COUNTY:**

Department of Environmental Health  
Director of Environmental Health  
P.O. Box 7600  
Riverside, CA 92513

**Additional Copy COUNTY:**

Department of Environmental Health  
Procurement/Contract Administration  
4065 County Circle Drive  
Riverside, CA 92503

**DISTRICT:**

Eastern Municipal Water District  
Purchasing 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 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**

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

8 **1. Payments:**

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

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

22 **2. Invoices:**

23 **2.1** Invoices shall be submitted on a line item basis and submitted to the following  
24 address: and/or !apuser@emwd.org

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

**2.2** The total cost of this Contract, including sales tax, shall not exceed sixty-five  
thousand (\$65,000) for the 5 year term. 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, 2016 through October 31, 2021 at the following Eastern Municipal Water District properties at the hourly rate as specified by Riverside County Ordinance No. 640:

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 – Friday between the hours of 6:00 am – 5:30 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, as necessary.

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: Chris Gustafson Buyer, Agreement Administrator, Phone: (951) 928-3777 x4521 or e-mail: [gustafsonc@emwd.org](mailto:gustafsonc@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)

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