

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



ITEM
3.9
(ID # 5113)

MEETING DATE:

Tuesday, October 3, 2017

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: ENVIRONMENTAL HEALTH: Ratify the Vector Control Services Agreement No.12-027, between Metropolitan Water District of Southern California (MWD) and the County of Riverside through the Department of Environmental Health for a Term of One Year; [District 1 and 3] (\$5,100 Total Cost - 100% Reimbursement from MWD)

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 County of Riverside through the Department of Environmental Health (COUNTY) for the period of (1) one year for Vector Control Services; and
2. Authorize the Chairperson of the Board to sign (4) originals of the attached Agreement on behalf of the County.

ACTION: Policy


Steve Van Stockum, Director Environmental Health 8/14/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 3, 2017
xc: Environmental Health

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|-------------------------------------|---------------------|
| COST | \$ 4,675 | \$ 425 | \$ 5,100 | N/A |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Reimbursed from MWD | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 17/18-18/19 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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 Matthews. These properties have been identified as a breeding source of one of the mosquito species (*Culex tarsalis*) that 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 \$5,100 over the term of the contract. This agreement has an effective date of September 1, 2017

Impact on Residents and Businesses

The Department of Environmental Health is responsible for maintaining public safety, these services will help prevent West Nile Virus and other related diseases.

SUPPLEMENTAL:

Additional Fiscal Information

The county currently has an agreement effective through August 31, 2017 with MWD which the services provided by the County are billable and paid by MWD. The new agreement is effective through August 31, 2018. The total cost for services is approximately \$5,100. MWD will reimburse the county fully.

Contract History and Price Reasonableness

Vector control services have been provided to MWD continually since the original contract in 2005. The hours are billed at the current hourly rate at the time of service. Services are 100% funded by MWD.

This Agreement will have no impact on County costs and will be a source of revenue to the Riverside County Department of Environmental Health.

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



Tina Grande, Principal Management Analyst

9/26/2017

Exhibit A

AGREEMENT BETWEEN METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES
PROVIDED THROUGH THE
DEPARTMENT OF ENVIRONMENTAL HEALTH

This Agreement is entered into between the Metropolitan Water District of Southern California (hereinafter referred to as "METROPOLITAN"), and the County of Riverside, through its Department of Environmental Health (hereinafter referred to as "COUNTY") (collectively, the "PARTIES"), from September 1, 2017 through August 31, 2018.

RECITALS

WHEREAS, METROPOLITAN desires the County to provide Vector Control Services- specifically mosquito control and mosquito surveillance activities; and

WHEREAS, County has personnel with sufficient training and expertise to provide such services;

NOW THEREFORE, the parties agree as follows:

1. SERVICES TO BE RENDERED. County shall furnish personnel, materials and supplies to perform the following services from the adoption date of this Agreement through August 31, 2018.

A. Mosquito Control Services:

Provide mosquito population monitoring and control as needed at the following METROPOLITAN properties:

1. Surrounding areas of Diamond Valley Lake, located at 33752 Newport Blvd. in Winchester.
2. Cajalco Creek Detention Basin, located east of the intersection of Cajalco and El Sobrante adjacent to Lake Mathews.

2. CHARGES AND PAYMENTS.

- A. For and in consideration of the rendition by County of those services specified in Section 1, METROPOLITAN agrees to pay County at an hourly rate as specified by Riverside County Ordinance No. 640.8, Section 13 (17a) at a total cost not to exceed \$5,100.00 for services rendered. The total cost of services rendered is subject to change for each succeeding term following the initial term of this Agreement.

B. County shall submit a monthly billing statement for all services rendered. METROPOLITAN agrees to pay all such charges within sixty (60) days of receipt of itemized statements therefor.

3. PERSONNEL.

A. The services provided by County shall be performed by County personnel under the control and direction of County. To the extent that METROPOLITAN employees may also participate in any of the activities herein provided for, any expenses thereof shall be borne by METROPOLITAN.

4. HOLD HARMLESS.

A. County agrees to defend, indemnify, and hold harmless METROPOLITAN, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims, and expenses, resulting from County's intentional or negligent act or omissions arising out of activities undertaken pursuant to this Agreement.

B. METROPOLITAN agrees to defend, indemnify, and hold harmless County, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims, and expenses, resulting from METROPOLITAN's intentional or negligent act or omissions arising out of activities undertaken pursuant to this Agreement.

5. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as complete and exclusive statement of the provisions hereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only by an instrument in writing signed by both parties.

6. RECORDS. County agrees to maintain records and documentation of the services rendered and supplies used pursuant to this Agreement for a period of five (5) years. Such records or copies thereof shall be accessible to METROPOLITAN for review upon reasonable notification by METROPOLITAN.

7. SEVERABILITY. If any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8. WAIVERS. One or more waivers by either party of any provision, term, condition or covenant shall be construed by the other party as a waiver of a subsequent breach of the same by the other party.

9. TERM AND RENEWAL. This Agreement shall become effective from the date of adoption, and shall continue in full force and effect until August 31, 2018. Thereafter, the Agreement may continue for a succeeding term of 12 months, until August 31, 2019, unless sooner terminated by either party in accordance with Section 10 of this Agreement.

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CLERK OF SUPERIOR COURT
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10. TERMINATION. This Agreement may be terminated by either party at any time, at will, with or without cause, with or without the giving of any reasons, and by giving notice to the other party at least thirty (30) calendar days before the termination is to be effective.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12. EFFECTIVENESS. This Agreement shall be effectively only when signed by all parties.

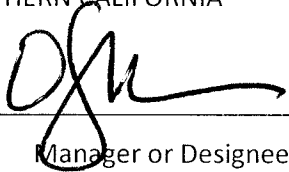
13. NOTICES. All notices and communications under this Agreement shall be made to the following:

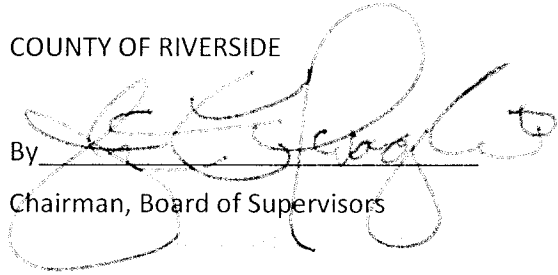
| COUNTY | METROPOLITAN |
|---|--|
| Director, Department of Environmental Health Riverside County Department of Environmental Health P.O. Box 7600 4065 County Circle Drive Riverside, CA 92513-7600 | METROPOLITAN Manager Metropolitan Water District of Southern California Box 54153 Los Angeles, CA 90054-0153 |

IN WITNESS WHEREOF, the Metropolitan Water METROPOLITAN of Southern California by action of its manager or designated individual has caused this Agreement to be signed, and the County of riverside by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and sealed and attested by the Clerk of said Board.

Dated: _____

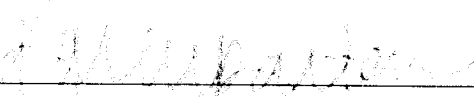
METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

BY  _____
Manager or Designee

COUNTY OF RIVERSIDE
By  _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By  _____
Deputy

(Seal)