

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



ITEM: 3.40
(ID # 24102)

MEETING DATE:
Tuesday, May 21, 2024

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve the Memorandum of Understanding for Reimbursement of Wastewater Testing Services with the City of Palm Springs for the Period of Performance of July 1, 2023 through May 31, 2024. District 4. [Total amount: \$100,000 - State]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding (MOU) with the City of Palm Springs for Reimbursement of Wastewater Testing Services for the period of performance of July 1, 2023, through May 31, 2024, in the amount of \$100,000;
2. Authorize the Chair of the Board to sign the MOU on behalf of the County;
3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments to the MOU that exercise the options of the MOU, including modifications of the statement of work, that stay within the intent of the MOU; and
4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to issue Purchase Orders for goods and/or services related to this MOU that do not exceed the total aggregate amount.


ACTION:Policy


Kim Saruwatari, Director of Public Health 5/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$100,000	\$0	\$100,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

During the COVID-19 pandemic, the City of Palm Springs began contracting with consultants to test the city’s wastewater for the presence of SARS-COV2 virus to track the presence and prevalence of the virus within the city. While the Governor declared an end to the State of Emergency, the city believes that the testing of the city’s wastewater for the presence of SARS-COV2 has shifted from being an active and ongoing public emergency to a matter of public health. This project will allow RUHS-PH and the City of Palm Springs to monitor and test wastewater within the City of Palm Springs to monitor the prevalence and presence of COVID-19 within the community. By assessing the presence of this virus in wastewater, RUHS-PH gains valuable data for county-wide surveillance and trend analysis.

Impact on Residents and Businesses

There is no negative impact on residents or businesses. The wastewater testing serves as a surveillance system of trends in COVID-19 within the community to monitor the prevalence of the virus since it is a public health issue.

Additional Fiscal Information

The cost for these services is 100% funded by grant funding; there is no impact to County General Funds.

Contract History and Price Reasonableness

The City of Palm Springs contracts with two consultants, GT Molecular, LLC, and Veolia Water West Operating Service, Inc. for the monitoring and testing of all wastewater within the jurisdictional boundaries of the city. RUHS-PH desires that the city’s wastewater continues to be tested for the presence of SARS-COV2 and that this information be made available to assist RUHS-PH with its continued analysis, interpretation, and surveillance of the virus countywide. The request before the Board is to authorize RUHS-PH to reimburse the city for the costs associated with the testing services utilizing grant funding approved for this service.

Ordinance 459, section 7, Category II Exceptions, subsection e., allows for the payment of services rendered by any federal, state, or local government agency without bidding and awarding under the approval of the Purchasing Agent. Board approval is required for activities that exceed \$50,000.

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

ATTACHMENTS:

ATTACHMENT A. Memorandum of Understanding with the City of Palm Springs


Melissa Curtis, Deputy Director of Purchasing and Fleet

5/15/2024


Douglas Cardonez Jr.

5/15/2024

CLERK'S COPY
Contract ID: HSARC 24-027
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**MEMORANDUM OF UNDERSTANDING
FOR REIMBURSEMENT OF WASTEWATER TESTING SERVICES**

This Memorandum of Understanding for Reimbursement of Wastewater Testing Services (“MOU”) is entered into this 21 day of May 2024 (“Effective Date”), by and between the City of Palm Springs, a California municipal corporation (the “City”) and the County of Riverside, a political subdivision of the State of California, on behalf of Riverside University Health System – Public Health (“COUNTY” or “RUHS-PH”). City and RUHS-PH may be individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. The City contracts with GT Molecular LLC and Veolia Water West Operating Service, Inc. (collectively referred to as “Consultants”) for the monitoring and testing of all wastewater within the jurisdictional boundaries of the City; and

B. During the statewide State of Emergency declared as a result of the COVID-19 (SARS-CoV2) pandemic, Consultants began testing the City’s wastewater for the presence of both the Monkeypox (“Mpox”) and SARS-COV2 viruses to track the presence and prevalence of these viruses within the City; and

C. With the Governor declaring an end to the statewide State of Emergency, the City believes that the testing of the City’s wastewater for the presence of Mpox and SARS-COV2 has shifted from being an active and ongoing public emergency to a matter of public health; and

D. RUHS-PH still desires that the City’s wastewater be tested for the presence of these viruses and that this information be made available to assist RUHS-PH with its continued analysis, interpretation, and surveillance of these viruses countywide; and

E. RUHS-PH is willing to reimburse the City for the costs associated with testing the City’s wastewater for the presence of these viruses; and

F. The City and RUHS-PH desire to enter into this MOU to set forth the terms of RUHS’s reimbursement to the City for this wastewater testing.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. Term and Termination. The term of this MOU shall begin upon signature by both parties (“Effective Date”) and shall continue through May 31, 2024 as provided herein. Either Party may terminate this MOU with or without cause, by providing the other Party with thirty (30) days written notice. Upon termination, the City will submit the final invoice of the amount of costs due under this MOU prorated to the date of termination.

2. Services. The City has contracted with Consultants to provide monitoring and testing of the City’s wastewater for the presence of the Mpox and SARS-COV2 viruses (“Services”) as

MAY 21 2024

3.40

described in the Statement of Services, which is attached hereto and referred herein as Exhibit "A." The City shall manage the agreement for the Services during the term of this MOU.

3. RUHS-PH Reimbursement Payments.

3.1 RUHS-PH shall reimburse the City one hundred percent (100%) of the actual costs incurred by City for the Services provided during the period from July 1, 2023 to June 30, 2024, which is not to exceed **One Hundred Thousand Dollars (\$100,000)** annually, unless a different amount is agreed to by the Parties in writing. City shall invoice RUHS-PH at the end of the contract period for all services rendered. RUHS-PH shall pay the City for services performed, products provided, and expenses incurred in accordance with the terms of this MOU. RUHS-PH is not responsible for any fees or costs incurred above or beyond the contracted amount unless otherwise agreed to by the Parties, and shall have no obligation to purchase any specified amount of goods or services.

3.2 Reimbursement payments made by RUHS-PH to City shall occur no later than thirty (30) days upon receipt of an invoice from the City. Payment shall be made to the City only after services have been rendered or delivery of materials or products, and acceptance has been made by RUHS-PH, which shall not be unreasonably withheld. City shall prepare invoices in duplicate. For this MOU, send the original and duplicate copies of invoices to either:

Riverside University Health System - Public Health
Fiscal – Accounts Payable
PO BOX 7849
Riverside, California 92513
or
RIVCOPH-AP@ruhealth.org

3.3 If requested by RUHS-PH, each invoice submitted to RUHS-PH by the City shall include all supporting documents. Each invoice shall contain a minimum of the following information: organization name; Purchase Order number (to be provided to City by RUHS-PH when available); invoice number and invoice date; payment due date; remittance address; bill-to and ship-to addresses of ordering department/division; MOU number HSARC-24-027; Grant number (HS100183 & HS200145), ; quantities; service dates for claimed expenditures (billing period must fall within the MOU performance period); item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

3.4 Reimbursement amount for each grant code shall not exceed Fifty Thousand Dollars (\$50,000) as identified in Exhibit A.

3.5 The RUHS-PH obligation for payment of this MOU beyond the current fiscal year is contingent upon and limited by the availability of RUHS-PH funding from which payment can be made, and invoices shall be rendered "annually" in arrears. In the event that RUHS-PH determines that it no longer possesses the necessary funds to continue payment for the Services under this MOU, RUHS-PH shall provide City at least sixty (60) written notice.

4. Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Daniel DeSelms

To County

Riverside University Health
System – Public Health
4065 County Circle Dr., Suite
403
Riverside, CA 92503
Attn: Contracts Unit
ph-contracts@ruhealth.org

5. Indemnity. Both Parties will defend, indemnify and hold harmless the other, their elected and appointed officials, employees, agents, and representatives from and against any and all third party claims, damages, suits, actions, proceedings, judgments, costs, expenses (including attorneys' and expert witness fees), judgments, penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, relate to, are a consequence of, are attributable to, or are in any manner connected with either Party's use or release of any data or information obtained through the performance of the Services. Notwithstanding the foregoing, this indemnification shall not apply to any negligent acts or omissions, recklessness, or willful misconduct, whether active or passive, on the part of either Party or Consultants. This provision shall survive the termination or expiration of this MOU.

6. Waiver. No action or failure to act by the City and/or RUHS-PH shall constitute a waiver of any right or duty afforded the Parties under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this MOU or as may be otherwise agreed to in writing.

7. Amendments. This MOU may be modified or amended only by a written MOU executed by the Parties.

8. Disputes: The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties in an attempt to reach a mutual resolution. If, after attempting in good faith, the Parties and/or their senior management are unable or unwilling to resolve the dispute, the Parties shall have the right to seek a resolution through the filing of a claim in any court of competent jurisdiction. The Parties shall proceed diligently with the performance of this MOU pending the resolution of a dispute.

Prior to the filing of any legal action related to this MOU, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediation.

9. Access to Wastewater Facilities. At no time during the term of this MOU shall RUHS-PH access the City's wastewater facilities without the express written permission of the City.

10. Communication with Consultants. All communications with Consultants or other third parties relating to the Services shall be conducted through the City.

11. Use of Data Obtained From Services. All data obtained through the Services shall be used by RHUS for analysis, interpretation, and virus surveillance purposes only.

12. Venue. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of Riverside and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

13. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this MOU shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU, and the remainder of the MOU shall continue in full force and effect.

14. Authority. The individuals executing this MOU on behalf of the City and RUHS-PH each represent and warrant that they have the legal power, right and actual authority to bind the City and RUHS-PH to the terms and conditions hereof and thereof.

15. Entire MOU. This MOU constitutes the final, complete, and exclusive statement of the terms of the MOU between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither party has been induced to enter into this MOU and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

16. Interpretation. The City and RUHS-PH acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING FOR REIMBURSEMENT OF WASTEWATER TESTING SERVICES

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be entered into as of the date set forth above.

CITY OF PALM SPRINGS, a California
municipal corporation

**COUNTY OF RIVERSIDE, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA, ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH
SYSTEM – PUBLIC HEALTH**

By: _____
Scott Stiles, City Manager

By: Chuck Washington
Chuck Washington, Chair
Board of Supervisors

Date: _____

Date: 5/21/2024

ATTESTED TO:

ATTEST:
Kimberly Rector
Clerk of the Board

By: _____
Brenda Pree, City Clerk

By: Naomy Li
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Jeff Ballinger, City Attorney

By: Gregg Gu
Gregg Gu
Chief Deputy County Counsel

EXHIBIT A
STATEMENT OF SERVICES

1. Introduction and Background

People infected with SARS-CoV-2 and other emerging diseases can shed the virus in their feces, even if they don't have symptoms. The virus can then be detected in wastewater, enabling wastewater surveillance to capture presence of SARS-CoV-2 shed by people with and without symptoms. This allows wastewater surveillance to serve as an early warning system that an infectious disease is spreading in a community. Once health departments are aware, communities can act quickly to prevent the spread. Data from wastewater testing support public health mitigation strategies by providing additional crucial information about the prevalence of infectious diseases in a community.

2. City Responsibilities

Veolia Water West Operating Service, Inc. ("Veolia") has been retained by the City of Palm Springs ("City") to collect, package, and ship weekly samples of the City's wastewater for testing to detect both the presence and levels of the SARS-COV2 and Monkeypox viruses. Veolia has subcontracted with GT Molecular LLC ("GT Molecular") for the testing of these weekly wastewater samples. Upon receiving the wastewater samples from Veolia, GT Molecular conducts the necessary tests and sends back test results with sample notes. These sample notes include, but are not limited to the date of the test, sample population and flow. The cost of testing includes the shipment of the samples.

2.1 Activities and tasks shall include, but are not limited to the following:

- 2.1.1 Provide collection and testing method standard operating procedures.
- 2.1.2 Collect and test for SARS-CoV2 twice per week
- 2.1.3 Collect and test for Monkeypox once per week.
- 2.1.4 Provide raw data and results for SARS-CoV2 and Monkeypox once per week.
- 2.1.5 Increase sampling frequency, if requested by RUHS-PH.
- 2.1.6 Sequence positive SARS-CoV2 samples and send raw data with analysis to the Public Health Laboratory (PHL).
- 2.1.7 Send positive SARS-CoV2, and Monkeypox samples to PHL for further testing.

3. **RUHS-PH Responsibilities**

RUHS-PH shall provide analysis of test results from an epidemiological perspective.

4. **Budget**

The maximum budget allowed for testing and analysis under each grant code shall not exceed Fifty Thousand Dollars (\$50,000). Each invoice shall identify the charges billed and the applicable grant code for each charge (HS100183 and HS200145).

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RECITALS

A. The City contracts with GT Molecular LLC and Veolia Water West Operating Service, Inc. (collectively referred to as “Consultants”) for the monitoring and testing of all wastewater within the jurisdictional boundaries of the City; and

B. During the statewide State of Emergency declared as a result of the COVID-19 (SARS-CoV2) pandemic, Consultants began testing the City’s wastewater for the presence of both the Monkeypox (“Mpox”) and SARS-COV2 viruses to track the presence and prevalence of these viruses within the City; and

C. With the Governor declaring an end to the statewide State of Emergency, the City believes that the testing of the City’s wastewater for the presence of Mpox and SARS-COV2 has shifted from being an active and ongoing public emergency to a matter of public health; and

D. RUHS-PH still desires that the City’s wastewater be tested for the presence of these viruses and that this information be made available to assist RUHS-PH with its continued analysis, interpretation, and surveillance of these viruses countywide; and

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Fiscal – Accounts Payable
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To City
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Attn: Daniel DeSelms

To County
Riverside University Health
System – Public Health
4065 County Circle Dr., Suite
403
Riverside, CA 92503
Attn: Contracts Unit
ph-contracts@ruhealth.org

5. Indemnity. Both Parties will defend, indemnify and hold harmless the other, their elected and appointed officials, employees, agents, and representatives from and against any and all third party claims, damages, suits, actions, proceedings, judgements, costs, expenses (including attorneys' and expert witness fees), judgments, penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, relate to, are a consequence of, are attributable to, or are in any manner connected with either Party's use or release of any data or information obtained through the performance of the Services. Notwithstanding the foregoing, this indemnification shall not apply to any negligent acts or omissions, recklessness, or willful misconduct, whether active or passive, on the part of either Party or Consultants. This provision shall survive the termination or expiration of this MOU.

6. Waiver. No action or failure to act by the City and/or RUHS-PH shall constitute a waiver of any right or duty afforded the Parties under this MOU, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this MOU or as may be otherwise agreed to in writing.

7. Amendments. This MOU may be modified or amended only by a written MOU executed by the Parties.

8. Disputes: The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties in an attempt to reach a mutual resolution. If, after attempting in good faith, the Parties and/or their senior management are unable or unwilling to resolve the dispute, the Parties shall have the right to seek a resolution through the filing of a claim in any court of competent jurisdiction. The Parties shall proceed diligently with the performance of this MOU pending the resolution of a dispute.

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14. Authority. The individuals executing this MOU on behalf of the City and RUHS-PH each represent and warrant that they have the legal power, right and actual authority to bind the City and RUHS-PH to the terms and conditions hereof and thereof.

15. Entire MOU. This MOU constitutes the final, complete, and exclusive statement of the terms of the MOU between the Parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the Parties. Neither party has been induced to enter into this MOU and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

16. Interpretation. The City and RUHS-PH acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise. This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

**SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING FOR
REIMBURSEMENT OF WASTEWATER TESTING SERVICES**

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be entered into as of the date set forth above.

CITY OF PALM SPRINGS, a California
municipal corporation

**COUNTY OF RIVERSIDE, A POLITICAL
SUBDIVISION OF THE STATE OF
CALIFORNIA, ON BEHALF OF
RIVERSIDE UNIVERSITY HEALTH
SYSTEM – PUBLIC HEALTH**

By: Scott C. Stiles
Scott Stiles, City Manager

By: Chuck Washington
Chuck Washington, Chair
Board of Supervisors

Date: May 23, 2024

Date: 5/21/2024

ATTESTED TO:

ATTEST:
Kimberly Rector
Clerk of the Board

By: Brenda Pree
Brenda Pree, City Clerk

By: Naomy Li
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Jeffrey S. Ballinger
Jeff Ballinger, City Attorney

By: Gregg Gu
Gregg Gu
Chief Deputy County Counsel

EXHIBIT A

STATEMENT OF SERVICES

1. Introduction and Background

People infected with SARS-CoV-2 and other emerging diseases can shed the virus in their feces, even if they don't have symptoms. The virus can then be detected in wastewater, enabling wastewater surveillance to capture presence of SARS-CoV-2 shed by people with and without symptoms. This allows wastewater surveillance to serve as an early warning system that an infectious disease is spreading in a community. Once health departments are aware, communities can act quickly to prevent the spread. Data from wastewater testing support public health mitigation strategies by providing additional crucial information about the prevalence of infectious diseases in a community.

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2.1 Activities and tasks shall include, but are not limited to the following:

2.1.1 Provide collection and testing method standard operating procedures.

2.1.2 Collect and test for SARS-CoV2 twice per week

2.1.3 Collect and test for Monkeypox once per week.

2.1.4 Provide raw data and results for SARS-CoV2 and Monkeypox once per week.

2.1.5 Increase sampling frequency, if requested by RUHS-PH.

2.1.6 Sequence positive SARS-CoV2 samples and send raw data with analysis to the Public Health Laboratory (PHL).

2.1.7 Send positive SARS-CoV2, and Monkeypox samples to PHL for further testing.

3. **RUHS-PH Responsibilities**

RUHS-PH shall provide analysis of test results from an epidemiological perspective.

4. **Budget**

The maximum budget allowed for testing and analysis under each grant code shall not exceed Fifty Thousand Dollars (\$50,000). Each invoice shall identify the charges billed and the applicable grant code for each charge (HS100183 and HS200145).