



SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

430 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: April 6, 2010

SUBJECT: Cooperative Funding Agreement: California Department of Forestry San Jacinto Zone of Infestation

RECOMMENDED MOTION: Approve the cooperative funding agreement (Agreement) between the District and California Department of Forestry; and authorize the Chairman to execute the agreement documents on behalf of the District.

BACKGROUND:

The Agreement is a continuation of the District's long standing support for the California Department of Forestry's (CDF) insect eradication program in the San Jacinto Zone of Infestation in the San Jacinto River watershed. CDF provides exclusive services for the eradication program which the District participates in.

FINANCIAL:

Sufficient funds are included in the District's Zone 4 Budget for FY 2009-2010 and will be included for succeeding fiscal years during the term of the Agreement. The initial payment to CDF will cover FY 2009-2010 activities. Annual cost will be adjusted for inflation using the Consumer Price Index.

Signature of Warren D. Williams

WARREN D. WILLIAMS General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$18,787	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$18,787	For Fiscal Year:	09-10, 10-11, 11-12, 12-13, 13-14

SOURCE OF FUNDS:	Zone 4 Const./Maint./Misc. Contracts 25140 947460 525440	Positions To Be Deleted Per A-30	<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

FISCAL PROCEDURES APPROVED BY: WARREN D. WILLIAMS, FINANCE DIRECTOR 7/27/09

FORM APPROVED BY COUNTY COUNSEL DATE: NEAL R. KIPNIS

Departmental Concurrence

- Dept't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

COST SHARING AGREEMENT**SAN JACINTO WATERSHED, Project 4-0-00052**

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4 THIS AGREEMENT, entered into on _____, 2009, is between
5 the STATE OF CALIFORNIA, acting by and through its Department of Forestry and Fire
6 Protection, hereinafter called "STATE", and the RIVERSIDE COUNTY FLOOD CONTROL
7 AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT".
8

RECITALS

9
10 A. Under provisions of §4712-4718 of the California Public Resources Code, the
11 Director of Forestry and Fire Protection is authorized to enter into cooperative agreements with
12 private timberland owners, the Federal Government, and other public or private agencies, in
13 order to accomplish the control of forest insect infestations damaging or threatening destruction
14 of timber or forest growth, and the Director may make expenditures for that purpose; and
15

16 B. The State Board of Forestry, in regular session on February 16, 1945, declared
17 the existence of a certain zone of infestation (the "San Jacinto Zone of Infestation"), and has
18 advised the Director of Forestry and Fire Protection that STATE shall fund the annual costs
19 associated with the control of insects within said zone, in an amount not to exceed fifty percent
20 (50%) of the total annual cost of control; and
21

22 C. DISTRICT desires the continued protection of tree cover in the San Jacinto
23 Zone of Infestation (San Jacinto Watershed), to the extent that DISTRICT is willing to share in
24 funding the annual costs associated with the control of insects within the San Jacinto Zone of
25 Infestation, in an amount not to exceed fifty percent (50%) of the total annual cost of control.
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1 NOW, THEREFORE, it is mutually agreed as follows:

2 **SECTION I**

3 STATE agrees:

4 1. To conduct insect control activities on private lands within the San Jacinto
5 Zone of Infestation, which may be performed by regular STATE fire control and/or STATE
6 forestry conservation crews, or by contract to responsible parties.
7

8 2. To submit an annual progress report to DISTRICT, on September 1st of each
9 year, which shall include a summary report of insect control work and an itemized statement of
10 actual costs.

11 3. To submit to DISTRICT on July 1st of each year, a budget for the total
12 estimated cost of insect control work for the ensuing twelve (12) month period, including the
13 DISTRICT share which shall not exceed fifty percent (50%) of said total estimated cost in
14 accordance with Section III.2. herein and in the format of Exhibit "A", attached hereto and made
15 a part hereof. Said budget shall include an itemized statement of all estimated costs, and also
16 reflect credit to DISTRICT, for any unspent funds forwarded by DISTRICT the previous year.
17

18 4. To assume fifty percent (50%) of the annual total cost of insect control work
19 performed pursuant to this Agreement, and to monitor such work in a manner as to ensure that
20 the actual annual total cost does not exceed the maximum annual amount(s) as set forth in
21 Section III.2 herein.
22

23 **SECTION II**

24 DISTRICT agrees:

25 1. To assume fifty percent (50%) of the annual total cost of insect control work
26 performed pursuant to this Agreement, providing the actual annual total cost does not exceed the
27 maximum annual amount as set forth in Section III.2. herein.
28

1 2. To pay to State within thirty (30) days after receipt of quarterly billing
2 submitted by STATE pursuant to Section I.3. Said payment shall be transmitted to State of
3 California Department of Forestry and Fire Protection, P.O. Box 944246, Sacramento, California
4 94244-2460.

5 SECTION III

6 It is further mutually agreed:

7 1. The term of this Agreement shall be for five (5) years, starting July 1 2009
8 and concluding June 30, 2014.

9 2. The maximum total expense to be incurred by STATE and by DISTRICT for
10 the first year of this Agreement (July 1, 2009 to June 30, 2010), shall hereby be established as set
11 forth on Exhibit "A". The maximum total expense to be incurred by STATE and by DISTRICT
12 for each of the four subsequent years of this Agreement (July 1, 2010 to June 30, 2014) shall be
13 established on July 1st of each respective year, in such amounts which reflect the actual rate of
14 inflation as measured by the U.S. Consumer Price Index, applied against the total maximum
15 expense as established for the prior one year period.

16 3. This Agreement may only be amended by mutual consent in writing by the
17 parties hereto.

18 4. Each party, as to any claim or liability arising out of any act or omission with
19 reference to any work to be performed by or authority delegated to such party as a result of this
20 Agreement, shall save, defend, indemnify and hold harmless the other party, its respective
21 officers and employees from all liability for death or injury to person, or damage to property, or
22 claim therefor.

23 5. Each party shall be subject to examination and audit by appropriate authority
24 after final action under such contract, in accordance with applicable State laws. Examination and
25

1 audit shall be confined to those matters connected with performance of the contract, including,
2 but not limited to, the cost of administering the contract(s).

3 6. This Agreement contains the whole contract between the parties. It cancels
4 and supersedes any previous agreement for the same or similar services.

5 7. In the event STATE determines that it will no longer continue to provide the
6 services described in this Agreement, STATE shall provide written notice to DISTRICT. Such
7 notice shall specify a termination date which shall be no sooner than twelve (12) months and no
8 longer than twenty-four (24) months following date of notification. Said date may be modified
9 by mutual written consent of STATE and DISTRICT.
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11 8. Either DISTRICT or STATE may terminate this Agreement within thirty (30)
12 days after giving written notice to the other party.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed by their respective officers, duly authorized, the provisions of which Agreement are
3 effective as of the day, month and year first hereinabove written.

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5 **RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

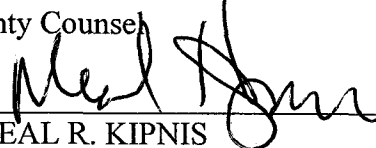
6 By  By _____
7 WARREN D. WILLIAMS MARION ASHLEY, Chairman
8 General Manager-Chief Engineer Riverside County Flood Control and Water
9 Conservation District Board of Supervisors

10 APPROVED AS TO FORM:

ATTEST:

11 PAMELA J. WALLS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13 By 
14 NEAL R. KIPNIS
Deputy County Counsel


By _____
Deputy

(SEAL)

26 KEC:bjp
27 San Jacinto Zone of Infestation
07/24/09

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STATE OF CALIFORNIA
Department of Forestry and
Fire Protection

By: 
CANDANCE GREGORY, CHIEF
Southern Region Headquarters

KEC:bjp
San Jacinto Zone of Infestation
07/24/09

EXHIBIT 'A'

California Department of Forestry and Fire Protection CAL FIRE

San Jacinto Zone of Infestation Insect Control Budget

Fiscal Year 2009/2010

Index 3922 PCA 36155

The following are anticipated expenses for insect control operations in the San Jacinto Zone of Infestation for Fiscal Year 2009/2010. This represents an *estimated 2.5% Consumer Price Index (CPI) increase from last Fiscal Year 2008/09.*

Direct Costs

	State Contributions:	District Contributions:	TOTAL:
Operating Expenses:	\$18,787.00	\$18,787.00	\$37,574.00

(Includes)

Administrative Fee (11.86%) \$3,983.00 is calculated into the above total amount of \$37,574.00

Vehicle Operations
Safety Equipment
Equipment and Supplies
Equipment Repair
Training

State of California
Department of Forestry and
Fire Protection **CAL FIRE**

Riverside County Flood
Control and Water
Conservation District