

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



FROM: Supervisor Kevin Jeffries and Supervisor Marion Ashley

SUBMITTAL DATE:
August 26, 2015

SUBJECT: Budgetary Assistance for Vector Control Services Provided by the Department of Environmental Health

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Direct the Executive Office to provide the required one (1) year notice to USA Waste that the County is terminating the attached Agreement which allows for the diversion of County El Sobrante Landfill revenues to UCR pursuant to Section 2 of said Agreement.
- 2) Direct that those revenues (\$.20 per ton from out of county waste) be provided to the Department of Environmental Health in future budget years to support baseline vector control services.
- 3) Direct the Executive Office and Department of Environmental Health to monitor the vector control budget quarterly and to return to the Board with a budget adjustment (if necessary) up to \$150,000..

Departmental Concurrence

Marion Ashley

MARION ASHLEY
Supervisor, 5th District

Kevin Jeffries

KEVIN JEFFRIES
Supervisor, 1st District

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ Click here to	\$ 0	\$ Click here to	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:	Budget Adjustment: n/a
	For Fiscal Year:

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: _____ District: _____ Agenda Number: _____

3-1

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

FORM 11: Budgetary Assistance for Vector Control Services in Unincorporated Communities

DATE: July 9, 2015

PAGE: Page 2 of 2

BACKGROUND:

In 1990, Department of Environmental Health received \$1,000,000 from the general fund for Vector Control services. In 2009-2010, \$267,913 was received for Vector Control. In 2012-2013, that number had been reduced to \$114,942, and in the current budget, no general fund dollars were appropriated for Vector Control at all.

While residents in portions of Riverside County obtain their vector control services from one of the two special districts, large swaths of unincorporated communities continue to depend on the baseline services that have traditionally been provided by the county. The public health of all residents can be threatened if areas adjacent to those districts no longer receive any baseline Vector Control services, as mosquitoes and mice and rats and other disease carrying pests do not respect imaginary government district lines.

This measure would, beginning in 2016-2017, appropriate \$.20 of the \$3.00 fee per ton of waste delivered to the El Sobrante Landfill (currently overseen in part by the Department of Environmental Health) to be used for Vector Control. In 2014, that fee equated to \$240,428, roughly equivalent to the 2010 levels of general fund for Vector Control. Because that \$.20 allocation is currently diverted to USA Waste who then gifts this revenue to the University of California, Riverside pursuant to the attached Agreement executed in 1998. In order to divert this revenue, the County is required to provide USA Waste with a one year notice of termination (see Section 2 of this Agreement). Accordingly, this funding source will not be available until the third quarter of the 2016-2017 fiscal year.

For the 2015-2016 fiscal year, the Department of Environmental Health believes it has the funding necessary to fund their baseline Vector Control services through December 2015. However, deep cuts in other programs would be required, to continue funding such services through the third and fourth quarters of the current fiscal year, or for that matter in the future absent assessment revenues or other assistance from the County. For that reason, this proposal directs the Executive Office to return to the Board with a formal budget adjustment of available unallocated funds for Vector Control services for the last two quarters of fiscal year 2015-2016 and anticipates general fund support for the first two quarters of fiscal year 2016-2017 until El Sobrante Landfill funds would become available in 2016-2017.

Impact on Private Sector and Business

Continuing to provide Vector Control services in areas of the county not currently served by a special district will protect public health from diseases such as West Nile and Hantavirus. Three (3) cases of West Nile Virus have already been confirmed this year in Riverside County. The funding of preventative measures can assist in the reduction of future medical treatment costs for infected residents, as well as savings from county staff responding and/or treating such incidents. The redirection will reduce County subsidies to UCR.

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

331



FROM: Transportation and Land Management Agency
SUBMITTAL DATE: December 10, 1998

SUBJECT: Agreement between USA Waste and the County of Riverside
Funding for Biological and Landfill Research and Management.

RECOMMENDED MOTION: That the Board approve the attached agreement between USA Waste and the County of Riverside.

BACKGROUND: On September 1, 1998, the Board directed staff to work with USA Waste and the University of California - Riverside to develop an agreement(s) to fund biological and landfill research and management. The attached agreement provides \$0.20 per ton for each ton of out of County waste deposited at the El Sobrante landfill to the University of California - Riverside for these purposes. UCR will provide the County with an annual report on the research that has been conducted and its benefits to the residents of Riverside County.

Richard Lashbrook
Richard Lashbrook
TLM Agency Director

RL:hb
Attachment
FINANCIAL DATA:

CURRENT YEAR COST \$ 0 ANNUAL COST \$
NET COUNTY COST \$ 0 IN CURRENT YEAR BUDGET: YES/ NO/
BUDGET ADJUSTMENT: YES/ NO/ FOR FY:

SOURCE OF FUNDS: El Sobrante Landfill Import Fees.

C.E.O. RECOMMENDATION:

APPROVE

County Executive Officer Signature

[Signature]

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen
Noes: None
Absent: None
Date: December 22, 1998
xc: TLMA, Co.Co., Auditor, UCR

Gerald A. Maloney
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. ref. 9-1-98, 10.3

Dist. All

AGENDA NO.

3.58

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Policy
Policy
Department Recommendation: Consent Consent
Par Executive Office:

1 AGREEMENT FOR FUNDS

2
3 This Agreement is entered into on the day and year subscribed
4 to below, by and between the COUNTY OF RIVERSIDE (hereinafter
5 referred to as "COUNTY"), a political subdivision of the State of
6 California, and USA WASTE OF CALIFORNIA, INC. (hereinafter referred
7 to as "RECIPIENT"), a corporation doing business in the State of
8 California.

9 RECITALS:

10 1. COUNTY desires to provide funding for research in the
11 fields of local biology and landfill research and management.

12 2. RECIPIENT has agreed to accept the funding on the terms
13 and conditions set forth below.

14 NOW, THEREFORE, in consideration of the covenants, promises,
15 and agreements hereinafter set forth, COUNTY and RECIPIENT do
16 mutually agree as follows:

17 1. PURPOSE OF AGREEMENT

18 COUNTY will provide discretionary funds as set forth below
19 to RECIPIENT for the sole purpose of RECIPIENT paying said funds to
20 the UC Riverside Foundation and the Regents of the University of
21 California (collectively, "UCR") for their Center of Conservation
22 Biology and Center for Environmental Research and Technology as
23 follows:

- 24 ▶ The Center of Conservation Biology will utilize the funds
25 to benefit the region, including: establishing funding
26 for long- and mid- term research on regional research
27 priorities related to such issues as habitat loss and
28 fragmentation, urbanization, public use of lands,

DEC 22 1998 358

1 ecosystem function, invasion by exotics, habitat
2 restoration, and inventory and monitoring; to enable the
3 Center to respond rapidly to crises as they emerge, by
4 providing funds for immediate or short-term needs; to
5 increase local research expertise by training graduate
6 researchers on problems facing the region and funding
7 student internships for county-related projects; to
8 support the outreach component of the Center, including
9 such activities as a seminar series, conferences,
10 publications, a Web site, technical assistance for
11 gathering information, and provision of materials to the
12 County of Riverside as needed.

- 13 ▶ The Center for Environmental Research and Technology
14 would use the funds to make possible the UCR Municipal
15 Solid Waste Research in the following areas: Volume
16 Reduction by Composting; enhancement of landfill
17 stabilization rates and gas generation rates; energy
18 production from MSW Combustion; Ethanol Production from
19 MSW Components; increased opportunities for
20 recovered/recycled products.

21 2. TERM

22 This agreement shall be for an initial term commencing on
23 date of execution and effective for a period of one year, and
24 thereafter automatically renew for successive one year terms unless
25 terminated by either party by notice in writing to the other party
26 of not less than twelve (12) months prior to the expiration of any
27 successive term. In addition, this agreement shall terminate
28 without further action by the parties upon the earlier of the

1 following: (i) the full utilization of all disposal capacity for
2 Non-County waste at the El Sobrante Landfill or (ii) the payment of
3 funds to RECIPIENT in the aggregate amount of twelve million
4 dollars (\$12,000,000). Notwithstanding the above, this Agreement
5 shall automatically terminate at the same time that the related
6 agreement between RECIPIENT and UCR (attached hereto as Exhibit
7 A) is terminated for any reason.

8 3. PERFORMANCE

9 As a condition precedent to receiving funding hereunder,
10 RECIPIENT shall enter into an Agreement with UCR which provides, in
11 pertinent part, that funding provided to RECIPIENT from COUNTY
12 shall be paid to UCR in substantially the form of the Gift
13 Agreement attached as Exhibit A hereto.

14 4. DISTRIBUTION OF FUNDS

15 The COUNTY shall pay to RECIPIENT 20 cents per ton of non-
16 County waste received at the COUNTY's El Sobrante Landfill as that
17 term is defined in the Second El Sobrante Landfill Agreement dated
18 September 1, 1998. The accumulation of said funds shall begin as
19 of the date of receipt of tonnage at El Sobrante landfill at \$3.00
20 per ton for non-County waste pursuant to the Second El Sobrante
21 Landfill Agreement between USA Waste of California Inc. and the
22 County.

23 A. Payment shall be made to RECIPIENT once a year after
24 adoption of the proposed County budget.

25 B. RECIPIENT shall keep books and records relating to
26 the receipt and payment of the funds in a satisfactory form and
27 content consistent with generally accepted accounting practices,
28 and permit audit verification by COUNTY when requested of the

1 | handling of the funds paid hereunder.

2 | C. RECIPIENT shall transmit all funds received from the
3 | COUNTY pursuant to this Agreement to UCR, within fifteen (15) days
4 | of receipt by RECIPIENT.

5 | D. In the event of termination of this Agreement for any
6 | reason, all funds remaining in the possession of USA Waste shall be
7 | distributed to UCR immediately, or returned to COUNTY, at COUNTY's
8 | sole discretion.

9 | 5. REPORTS

10 | RECIPIENT shall include in their agreement with UCR an annual
11 | reporting requirement. The report should include an accounting of
12 | monies received and spent, administrative costs, and a statement of
13 | the use of such funds, including research performed. A copy of
14 | such report shall be provided to COUNTY by RECIPIENT upon its
15 | receipt from UCR.

16 | 6. INDEPENDENT CAPACITY

17 | RECIPIENT, and its officers, employees and agents, shall act
18 | in an independent capacity during the term of this Agreement and
19 | shall not act as, shall not be, nor shall they in any manner be
20 | construed to be officers, employees or agents of COUNTY.

21 | 7. MODIFICATIONS, CHANGES OR AMENDMENTS

22 | This contract constitutes the entire Agreement between the
23 | COUNTY and RECIPIENT and no alteration or variation of the terms of
24 | this Agreement shall be valid unless made in writing and signed by
25 | the parties hereto.

26 | 8. ASSIGNMENT

27 | This Agreement shall not be assigned without the express
28 | written consent of the COUNTY first being obtained.

1 9. JURISDICTION AND VENUE

2 This agreement is to be construed under the laws of the State
3 of California. The parties agree to the jurisdiction and venue of
4 the appropriate courts in the County of Riverside, State of
5 California.

6 10. WAIVER

7 Any failure by COUNTY at any time to enforce or require the
8 strict keeping and performance by RECIPIENT of any of the terms or
9 conditions of this agreement shall not constitute a waiver by
10 COUNTY of any subsequent or other breach of the same or any other
11 term hereof.

12 11. BINDING ON SUCCESSORS

13 RECIPIENT, its successors in interest and assigns shall be
14 bound by all the provisions contained in this Agreement, and all of
15 the parties thereto shall be liable hereunder.

16 13. NOTICES

17 Notices and payments shall be sent to CONSULTANT addressed as
18 follows:

19 USA WASTE OF CALIFORNIA, INC.
20 El Sobrante Landfill
21 10910 Dawson Canyon
22 Corona, CA 91719
23 Attn: District Manager

24 Notices shall be sent to the COUNTY addressed to the
25 following:

26 COUNTY OF RIVERSIDE
27 Executive Office
28 4080 Lemon Street, 12th Floor
 Riverside, CA 92501

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year dated below.

DATED: 12-22-98, 1998.

COUNTY OF RIVERSIDE

By: [Signature]
Chairperson, Board of Supervisors
JOHN TAVAGLIONE

ATTEST:
Gerald A. Maloney, Clerk

By: [Signature]

DATED: 12/18/98, 1998.

USA WASTE OF CALIFORNIA, INC.

By: [Signature]

Title: VICE PRESIDENT

GIFT AGREEMENT BETWEEN USA
WASTE OF CALIFORNIA, INC.,
THE UC RIVERSIDE FOUNDATION AND THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT, dated _____, 1998 is by and between USA Waste of California, Inc., a Delaware corporation ("Donor"), The UC Riverside Foundation ("Foundation") with reference to the following facts:

WHEREAS, the University of California, Riverside ("UCR") is one of the nine campuses of the University of California system; and

WHEREAS, the Foundation is a California non profit corporation established to support UCR and is an organization described in Section 501 (C) (3) of the Internal Revenue Code. (Tax ID number 23-7433570.); and

WHEREAS, the Marlan and Rosemary Bourns College of Engineering and the College of Natural and Agricultural Sciences constitute two of three Colleges in UCR's academic structure. The College of Engineering has established the "College of Engineering-Center for Environmental Research and Technology" ("CE-CERT") as a division of the College which is supported by UCR and by contracts and grants awarded from various external funding agencies. The parties expect that CE-CERT's level of funding will continue to increase as a result of additional gifts from private sources and contracts and grants from funding entities. Conservation Biology is an interdepartmental program within the College of Natural and Agricultural Sciences ("CNAS"); and

WHEREAS, Donor wishes to make a substantial gift to the Foundation for the purpose of creating two funds that can be established as either endowments or as current restricted funds. The distribution of which will be used under the direction of the two following academic units:

CE-CERT: to address county and regional needs and issues in air quality and waste management research.

Conservation Biology: for environmental research.; and

WHEREAS, The Foundation wishes to accept Donors gift and pledge on the terms and conditions set forth in this Agreement; and

WHEREAS, Donor and the County of Riverside ("County") have entered into that certain agreement entitled Agreement for Funds, dated, December 22, 1998, pursuant to which the County will provide funds to Donor on a periodic basis from the monies paid to County by the Donor pursuant to that certain agreement known as the Second El Sobrante Landfill Agreement, dated September 1, 1998; and

WHEREAS, The parties acknowledge and agree that the funds provided to the Donor by the County, as and when received by the Donor, form the basis of the gift and pledge to the Foundation described herein.

THEREFORE, Donor and Foundation agree as follows:

1. The Gift.

1.1. Subject to the terms and conditions of the Agreement for Funds, and the making of payments to Donor by County pursuant thereto, beginning on the later of (i) the date of execution hereof or (ii) the effective date of the Agreement for Funds (the "Commencement Date"), Donor pledges to give to Foundation cash in the amounts received by it from the County, within fifteen (15) days of Donor's receipt of said funds from the County.

1.2. The funds received by Donor from County and paid to the Foundation consist of twenty cents (\$0.20) per ton for each ton of Non-County Waste disposed of at the El Sobrante Landfill, owned and operated by Donor, pursuant to the Second El Sobrante Landfill Agreement. It is currently estimated that the El Sobrante Landfill will have the capacity for sixty million (60,000,000) tons of Non-County Waste. As a result, the estimated value of the gift and pledge from the Donor to the Foundation is twelve million dollars (\$12,000,000) (the "Gift Funds"). In no event shall the total

value of the Gift Funds exceed twelve million dollars (\$12,000,000).

1.3. This Agreement shall become effective as of the Commencement Date, and shall continue in full force and effect until the earlier of the following to occur: (i) the termination or expiration of the Agreement for Funds, however brought about, or (ii) the providing of the full amount of the gift and pledge to the Foundation.

2. Purpose and Use.

2.1. One-half (1/2) of the Gift Funds (\$6,000,000) shall be used to establish an endowment or current restricted fund ("Fund") managed by the Foundation, the distribution from which shall be made available to UCR to be used for the benefit and support of CE-CERT and its research and educational programs.

2.2. CE-CERT shall use the Gift Funds for purposes of Municipal Solid Waste ("MSW") research in the following areas: volume reduction by composting; enhancement of landfill stabilization rates and gas generation rates; energy production from MSW combustion; and increased opportunities for recovered/recycled products.

2.3. One-half (1/2) of the Gift Funds (\$ 6,000,000) shall be used to establish an endowment or current restricted fund ("Fund") managed by the Foundation, the distribution from which shall be made available to UCR to be used for the benefit and support of Conservation Biology and its research and educational programs in accordance with established University policy.

2.4. The Center for Conservation Biology shall use the Gift Funds for the purposes of: establishing funding for long- and mid- term research on regional issues such as habitat loss and fragmentation, urbanization, public use of lands, ecosystem function, invasion by exotics, and habitat restoration and monitoring; responding rapidly

to crises as they emerge, by providing funds for immediate or short-term needs; increasing local research expertise by training graduate researchers on problems facing the region and funding student internships for county-related projects; supporting the outreach component of the Center, including such activities as a seminar series, conferences, publications, a Web site, technical assistance for gathering information, and provisions of material to the County of Riverside as needed.

- 2.5. Each April 1 during the term of this Agreement, beginning on April 1, 2000, Foundation shall prepare a report detailing the uses made of the Gift Funds during the prior calendar year, including administrative costs, the results of any research conducted, the public benefits derived from the uses of the Gift Funds, and anticipated uses of the Gift Funds during the upcoming calendar year.

3. Administration of Fund.

- 3.1. The responsibility for management, governance and investment of the Gift Funds is vested in the Foundation. The corpus of the Gift Funds shall be invested by the Foundation in accordance with the California Investors Act and prudent, sound investment practices.

- 3.2. The total return earned by investment of the Gift Funds in excess of the amount approved for distribution shall be retained in a manner appropriate to protect the funds from the effects of inflation and to allow for growth. The expendable distribution from one year may be combined with that of the next year for spending purposes. In addition, Donor authorizes, at the discretion of the Chancellor, in any fiscal year that the expendable distribution is not needed for the aforementioned purposes, the addition of such distribution for investment.

3.3. The principal of the Gift Funds may be combined with other funds for investment purposes.

3.4. Administrative fees shall be assessed in accordance with UCR policy.

4. This Agreement and its obligations hereunder may be transferred or assigned by Donor. In such event, the terms and conditions of this Agreement shall be fully binding on any such successor, transferee, or assignee.

AGREED TO AND ACCEPTED: The parties to this Agreement have duly executed it as of the day and year first above written.

DONOR:

By: *Leah Brennan*
Leah Brennan

Title: *Vice President*
USA WAIVE OF CALIFORNIA INC.

UC RIVERSIDE FOUNDATION:

By: *James H. Erickson*
James H. Erickson

Title: *Vice Chancellor*
University of California, Riverside
Executive Director
UC Riverside Foundation