

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

306B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 6, 2015

SUBJECT: Ratify Cooperative Funding Agreement for California Department of Forestry and Fire Protection San Jacinto Zone of Infestation for FY 14/15 – 18/19, District 3, 100% District Funds [\$99,608]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Funding Agreement (Agreement) between the District and California Department of Forestry and Fire Protection (CDF); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Agreement is a continuation of the District's long standing support for the CDF insect eradication program in the San Jacinto Zone of Infestation in the San Jacinto River Watershed.

Cont. on Page 2

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WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$38,375	\$19,909	\$99,608	\$0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$38,375	\$19,909	\$99,608	\$0	

SOURCE OF FUNDS: Zone 4 Const./Maint./Misc. Professional Services 25140 947460 525440	Budget Adjustment: No
	For Fiscal Years: 14/15, 15/16, 16/17, 17/18, 18/19

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL 9/27/15
 BY: GREGORY P. PRIAMOS DATE
 FISCAL PROCEDURES APPROVED 9/29/15
 JEANINE J. REY, FINANCE DIRECTOR
 BY: JEANINE J. REY

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

Prev. Agn. Ref.: 11.2 04/06/10 | District: 3 | Agenda Number:

11-2

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

FORM 11: Ratify Cooperative Funding Agreement for California Department of Forestry and Fire
Protection San Jacinto Zone of Infestation for FY 14/15 – 18/19, District 3, 100% District Funds
[\$99,608]

DATE: October 6, 2015

PAGE: Page 2 of 2

BACKGROUND

Continued:

CDF provides exclusive services for the eradication program which the District participates in. The justification for the cost share between the District and CDF is that the program to control insect infestation in the Idylwild area is a means to reduce stormwater runoff and soil erosion caused by the insects. The original agreement for this work dates back to July 1, 1993 with the most recent agenda items for its renewal dated April 6, 2010 (attached).

Impact on Residents and Businesses

N/A

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funds are included in the District's Zone 4 Budget for FY 14/15 - 18/19 and will be included for succeeding fiscal years during the term of the Agreement. The initial payment to CDF will cover FY 14/15 and the current FY 15/16 activities with remaining FY under this Agreement to be paid as shown below. Annual cost will be adjusted for inflation using the Consumer Price Index.

Fiscal Year	STATE Contribution	DISTRICT Contribution	TOTAL Combined Cost
FY 14/15	\$18,951	\$18,951	\$37,902
FY 15/16	\$19,424	\$19,424	\$38,848
FY 16/17	\$19,909	\$19,909	\$39,818
FY 17/18	\$20,407	\$20,407	\$40,814
FY 18/19	\$20,917	\$20,917	\$41,834
Estimated Totals	\$99,608	\$99,608	\$199,216

Contract History and Price Reasonableness

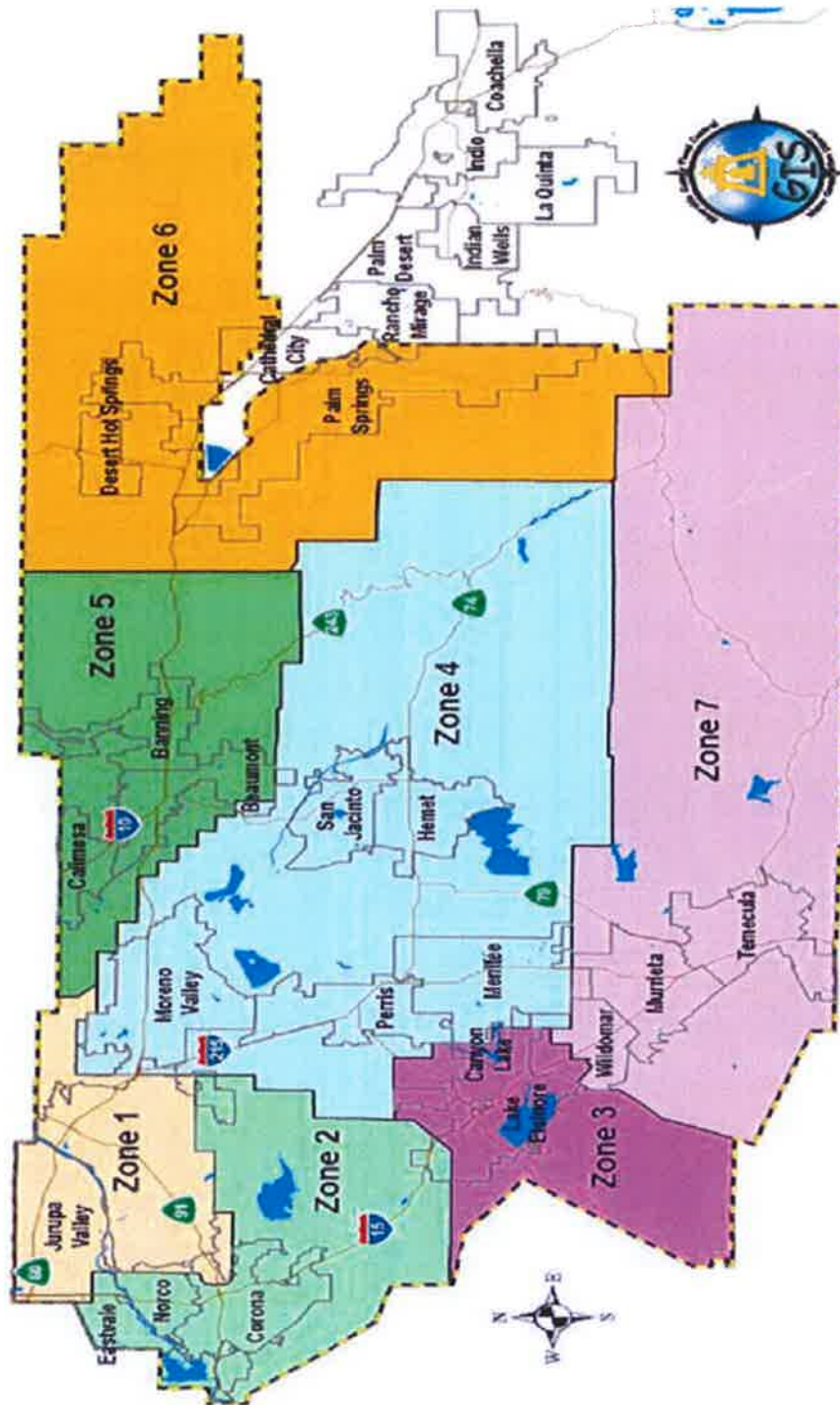
Renewal of Cost Sharing Agreement with the CDF.

ATTACHMENTS (if needed, in this order):

1. Cooperative Funding Agreement for CDF
San Jacinto Zone of Infestation
2. Map of Infestation Area

EXHIBIT E
(Map of District Zones)

MAP OF DISTRICT ZONES



Riverside County Flood Control and Water Conservation District


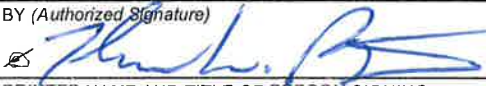
STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 3CA02523
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
Department of Forestry and Fire Protection
OTHER GOVERNMENT ENTITY NAME
Riverside County Flood Control and Water Conservation District
- The term of this Agreement is: **July 1, 2014 through June 30, 2019**
- The maximum amount of this Agreement is: **\$199,216.00**
One Hundred Ninety-Nine Thousand Two Hundred Sixteen Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

STD 213, Attachment 1 – DISTRICT Additional Signatures	1 page(s)
Exhibit A – Scope of Work	1 page(s)
Attachment 1 – Recitals	1 page(s)
Attachment 2 – Detailed Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	1 page(s)
Attachment 1 – Projected Budget Summary	1 page(s)
Exhibit C – County Agreement – General Terms and Conditions	1 page(s)
Exhibit D – Special Terms and Conditions	1 page(s)
Exhibit E – Map of District Zones	1 page(s)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

DISTRICT		California Department of General Services Use Only FORM APPROVED COUNTY COURTS BY NEAL R. KIPNIS DATE
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> Riverside County Flood Control and Water Conservation District		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Marion Ashley, Chairman, Riverside County Flood Control and Water Conservation District Board of Supervisors		
<small>ADDRESS</small> 1995 Market St., Riverside, CA 92501		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> Department of Forestry and Fire Protection		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> 9/11/2015	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Thom Porter, Chief, Southern Region		
<small>ADDRESS</small> 2524 Mulberry St., Riverside, CA 92501		
		<input type="checkbox"/> Exempt per:

**STD 213, Attachment 1
(DISTRICT Additional Signatures)**

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

RECOMMENDED FOR APPROVAL:


**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By: _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel
By: 
NEAL R. KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By: _____
Deputy

(SEAL)

**EXHIBIT A
 (Scope of Work)**

SCOPE OF WORK

1. The California Department of Forestry and Fire Protection (STATE) agrees to provide to the Riverside County Flood Control and Water Conservation District (DISTRICT) insect control activities services as described herein:

STATE and DISTRICT shall collaborate in conducting insect control activities. DISTRICT shall reimburse STATE for insect control activities on private lands within the San Jacinto Zone of Infestation to the extent as set forth in Exhibit B, Attachment 1 "Projected Budget Summary." STATE's Project Representative will coordinate with DISTRICT on project assignments.

The term of this Agreement shall be for five (5) years, starting July 1, 2014 and concluding June 30, 2019.

2. The services shall be performed at various locations within the San Jacinto Zone of Infestation Insect Control.
3. The services shall be provided during regular business hours 8:00 a.m. – 5:00 p.m., Monday through Friday, excluding recognized State Holidays. Exception may be arranged upon mutual agreement. The actual work schedule shall be coordinated upon mutual agreement by both parties.
4. The Project Representatives during the term of this agreement will be:

State Agency: California Department of Forestry and Fire Protection (STATE)	County Agency: Riverside County Flood Control and Water Conservation District (DISTRICT)
Name: Greg Everhart	Name: Zully Smith
Phone: (951) 940-6904	Phone: (951) 955-1280
Fax: (951) 940-6910	Fax: (951) 788-9965
Email: greg.everhart@fire.ca.gov	Email: zsmith@rcflood.org

Direct all inquiries to:

State Agency: California Department of Forestry and Fire Protection (STATE)	County Agency: Riverside County Flood Control and Water Conservation District (DISTRICT)
Section/Unit: Business Services – Acquisition Unit	Section/Unit: Operations and Maintenance
Attention: Abigail Moniz, Acquisitions Analyst	Attention: Zully Smith
Address: P.O. Box 944246, Sacramento, CA 94244-2460	Address: 1995 Market St. Riverside, CA 92501
Phone: (916) 324-1634	Phone: (951) 955-1280
Fax: (916) 323-1888	Fax: (951) 788-9965
Email: Abigail.Moniz@fire.ca.gov	Email: zsmith@rcflood.org

**EXHIBIT A, Attachment 1
(Recitals)**

RECITALS

STATE and the DISTRICT agree that the background of this agreement is as follows:

- A. Under provisions of §§4712-4718 of the California Public Resources Code, the Director of Forestry and Fire Protection is authorized to enter into cooperative agreements with private timberland owners, the Federal Government, and other public or private agencies, in order to accomplish the control of forest insect infestations damaging or threatening destruction of timber or forest growth; and the Director may make expenditures for that purpose; and
- B. The State Board of Forestry, in regular session on February 16, 1945, declared the existence of a certain zone of infestation (the "San Jacinto Zone of Infestation"), and has advised the Director of Forestry and Fire Protection that STATE shall fund the annual costs associated with the control of insects within said zone, in an amount not to exceed fifty percent (50%) of the total annual cost of control; and
- C. DISTRICT desires the continued protection of tree cover in the San Jacinto Zone of infestation (San Jacinto Watershed), to the extent that DISTRICT is willing to share in funding the annual costs associated with the control of insects within the San Jacinto Zone of Infestation, in an amount not to exceed fifty percent (50%) of the total annual cost of control.

**EXHIBIT A, Attachment 2
(Detailed Scope of Work)**

1. STATE agrees:

- A. To conduct insect control activities on private lands within the San Jacinto Zone of Infestation, which may be performed by regular STATE fire control and/or STATE forestry conservation crews.
- B. To submit an annual progress report to DISTRICT, on September 1st of each year, which shall include a summary report of insect control work and an itemized statement of actual costs.
- C. To submit to DISTRICT on July 1st of each year, a budget for the total estimated cost of insect control work for the ensuing twelve (12) month period, including the DISTRICT share which shall not exceed fifty percent (50%) of said total estimated cost in accordance with Exhibit A, Attachment 2, Section 3.B. herein and in the format of Exhibit B, Attachment 1, Projected Budget Summary. Said budget shall include an itemized statement of all estimated costs, and also reflect credit to DISTRICT, for any unspent funds forwarded by DISTRICT the previous year.
- D. To assume fifty percent (50%) of the annual total cost of insect control work performed pursuant to this Agreement, and to monitor such work in a manner as to ensure that the actual annual total cost does not exceed the maximum annual amount(s) as set forth in Exhibit A, Attachment 2, Section 3.B herein.

2. DISTRICT Responsibilities:

- A. DISTRICT will assume fifty percent (50%) of the annual total cost of insect control work performed pursuant to this Agreement, providing the actual annual total cost does not exceed the maximum annual amount as set forth in Exhibit A, Attachment 2, Section 3.B. herein.
- B. DISTRICT will pay to State within thirty (30) days after receipt of quarterly billing submitted by STATE pursuant to Section 1.3. Said payment shall be transmitted to State of California Department of Forestry and Fire Protection, Department Accounting Office, PO Box 997446, Sacramento, CA 95899-7446.

3. Mutual Agreement:

- A. The term of this Agreement shall be for five (5) years, starting July 1, 2014, and concluding June 30, 2019.
- B. The maximum total expense to be incurred by STATE and by DISTRICT for the first year of this Agreement (July 1, 2014 to June 30, 2015), shall hereby be established as set forth in Exhibit B, Attachment 1. The maximum total expense to be incurred by STATE and by DISTRICT for each of the four subsequent years of this Agreement (July 1, 2015 to June 30, 2019) shall be established on July 1st of each respective year, in such amounts which reflect the actual rate of inflation as measured by the U.S. Consumer Price Index, applied against the total maximum expense as established for the prior one year period.
- C. This Agreement may only be amended by mutual consent in writing by the parties hereto.
- D. This Agreement contains the whole contract between parties. It cancels and supersedes any previous agreement for the same or similar services.
- E. Either DISTRICT or STATE may terminate this Agreement within thirty (30) days after giving written notice to the other party.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoices, DISTRICT agrees to reimburse STATE for actual expenditures for reimbursable costs incurred in accordance with the budget specified and attached hereto as "Exhibit B, Attachment 1, Projected Budget Summary".
- B. STATE shall submit invoices to DISTRICT on a quarterly basis. Invoicing for each quarterly period will correspond with the quarters of each calendar year. Each invoice shall contain the following information:
- 1) The agreement number (3CA02523).
 - 2) The dates or time-period which the invoiced costs were incurred.
 - 3) Description of service, quantity, rate, and total for the current invoice.

Checks should be made payable to: Department of Forestry and Fire Protection. Mail check with a copy of the invoice to:

Department of Forestry and Fire Protection
Department Accounting Office
P.O. Box 997446
Sacramento, CA 95899-7446

- C. A final statement will be filed with DISTRICT within ninety (90) days after the termination date of this agreement, reconciling the payments made by DISTRICT with the cost of the actual services rendered by STATE and including therein any other costs as provided herein giving credit for all payments made by DISTRICT and claiming the balance due to STATE, if any, or refunding to DISTRICT the amount of any overpayment.

2. Budget Contingency Clause

- A. If DISTRICT or State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds, this Agreement shall be of no further force and effect. In this event, STATE shall have no liability to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by DISTRICT or the state Budget Act, STATE shall have the option to either cancel this agreement with no liability occurring to STATE, or offer an agreement amendment to DISTRICT to reflect the reduced amount.
- C. Notwithstanding the foregoing provisions (paragraphs A and B) under this clause, DISTRICT remains responsible for payment for services rendered by STATE. DISTRICT is responsible for immediately notifying STATE, in writing, of budgetary changes.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

**EXHIBIT B, Attachment 1
 (Projected Budget Summary)**

PROJECTED BUDGET SUMMARY

- A) The table below shows the anticipated expenses (rounded to the nearest dollar) for the insect control operations in the San Jacinto Zone of Infestation for FY 14/15, including the FY 14/15 Administrative Fee of 12.69%.

FY 14/15	STATE Contribution	DISTRICT Contribution	TOTAL
Vehicle Operations, Safety Equipment, Equipment, Supplies, Equipment Repair, and Training	\$16,817	\$16,817	\$33,634
Administrative Fee (12.69%)*	\$2,134	\$2,134	\$4,268
Total	\$18,951	\$18,951	\$37,902

* The Administrative Fee is subject to change on an annual basis.

- B) The maximum total amount for each subsequent fiscal year shall be established on July 1st of that year based on the actual rate of inflation as measured by the U.S. Consumer Price Index.
- C) The table below shows the estimated maximum total for each fiscal year based on an assumed inflation of 2.5% from the maximum total cost of the previous year. The Administrative Fee is already included in the projected amounts shown below.

Fiscal Year	STATE Contribution	DISTRICT Contribution	TOTAL Combined Cost
FY 14/15	\$18,951	\$18,951	\$37,902
FY 15/16	\$19,424	\$19,424	\$38,848
FY 16/17	\$19,909	\$19,909	\$39,818
FY 17/18	\$20,407	\$20,407	\$40,814
FY 18/19	\$20,917	\$20,917	\$41,834
Estimated Totals	\$99,608	\$99,608	\$199,216

EXHIBIT C
(County Agreement – General Terms and Conditions)

COUNTY AGREEMENT – GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
7. **TIMELINESS:** Time is of the essence in this Agreement.

EXHIBIT D
(Special Terms and Conditions)

1. Excise Tax

STATE is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

2. Settlement of Disputes

In the event of a dispute, within ten (10) days of discovery of the problem DISTRICT shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection
Attention: Acquisitions Manager
P.O. Box 944246, Sacramento, CA 94244-2460

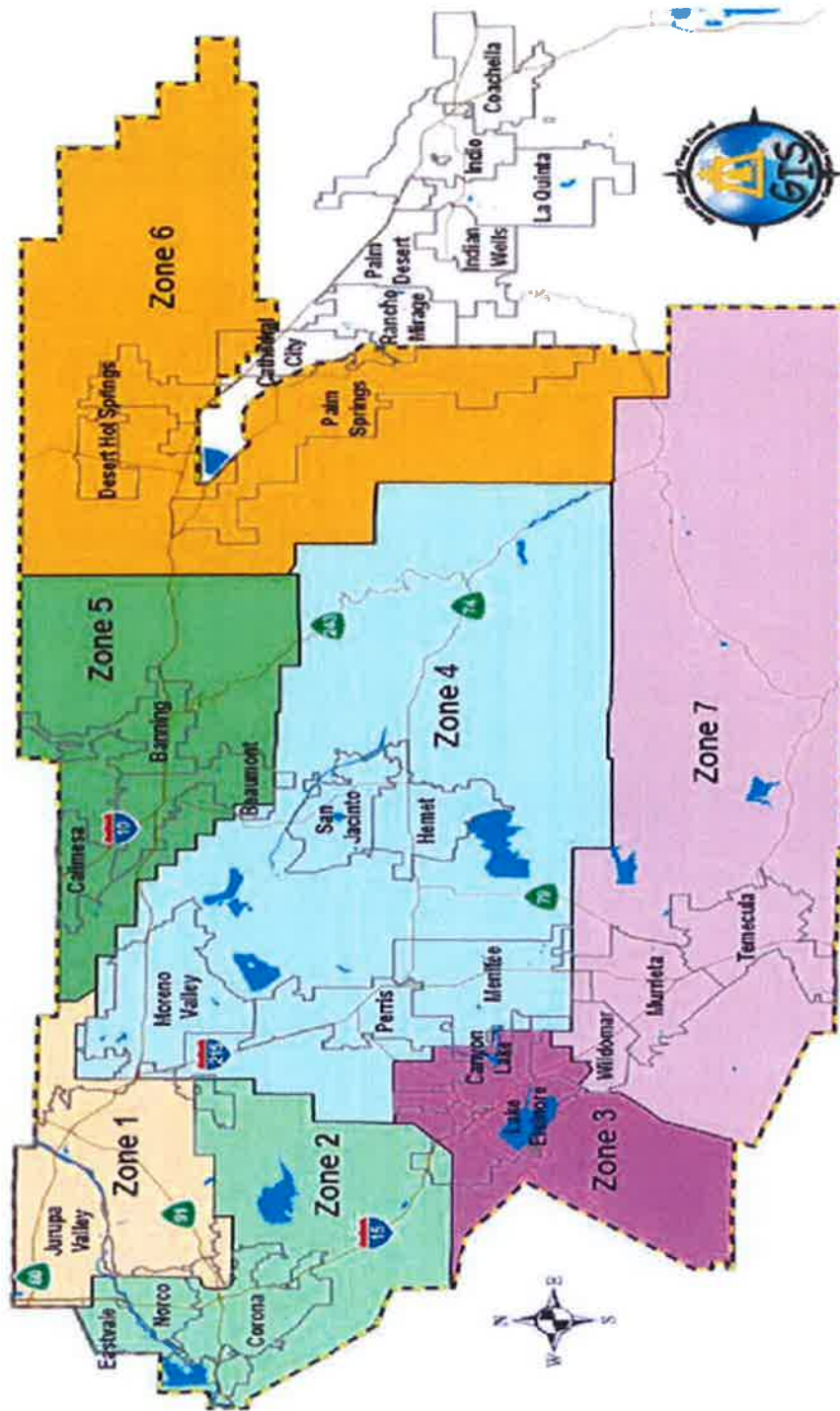
Within ten (10) days of STATE receiving DISTRICT's notice, a STATE designee shall advise DISTRICT of the findings and recommend a method to resolve the dispute. Decisions of the STATE designee shall be final.

3. Insurance

STATE is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

EXHIBIT E
(Map of District Zones)

MAP OF DISTRICT ZONES



Riverside County Flood Control and Water Conservation District