

**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	

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

**C.E.O. RECOMMENDATION:**

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: September 1, 2015  
 xc: First District, Fifth District, E.O., Environmental Health

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

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

**Prev. Agn. Ref.:** | **District:** | **Agenda Number:**

**3-1**

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: *L. C. Cotton*  
*L. C. Cotton*

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*

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Mr. Holmstrom

**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** Mead Valley **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** Vector 3-1

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

\_\_\_\_\_ **Support**      \_\_\_\_\_ **Oppose**      \_\_\_\_\_ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors  
Request to Speak**

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to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Deborah Walsh

~~(Note - cancel 3 2)~~  
**Address:** \_\_\_\_\_  
(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Agenda #** 3.1

**PLEASE STATE YOUR POSITION BELOW:**

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\_\_\_\_\_ **Support**    \_\_\_\_\_ **Oppose**    \_\_\_\_\_ **Neutral**

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