

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



ITEM  
3.44  
(ID # 3592)

**MEETING DATE:**

Tuesday, March 7, 2017

**FROM :** ENVIRONMENTAL HEALTH:

**SUBJECT:** ENVIRONMENTAL HEALTH: Approval of the Multi-Year Agreement for Vector Control Services provided to Riverside County Flood Control and Water Conservation District; 5 years; 1st/3rd/5th Districts; (\$335,000 total); District funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Vector Control Service Multi-Year Agreement between Riverside County Department of Environmental Health, Vector Control Program and Riverside County Flood Control and Water Conservation District.
2. Authorize the Chairman to execute the Multi-Year Agreement on behalf of the County.

**ACTION: (Policy)**

  
Steve Van Stockum, Director Environmental Health 2/16/2017

---

**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 and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: Environmental Health, Flood

(Companion Item 11.3)

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 67,000	\$ 67,000	\$ 335,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% District Funds</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	
			16/17-20/21	

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

**BACKGROUND:**

**Summary**

Riverside County Flood Control and Water Conservation District requests the services of Riverside County Environmental Health, Vector Control Program to control mosquito breeding on District owned or controlled facilities. Vector Control staff have the personnel with training, expertise and certification required to provide mosquito-borne surveillance and control activities. These activities are important to protect public health from mosquito-borne diseases and enhance the quality of life.

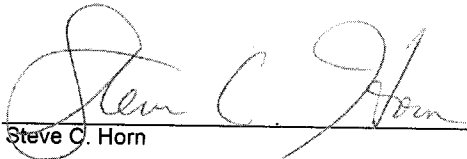
A companion item appears on the Special District's Agenda this same date. The fund sources for the District appear on their separate Form 11. Attached is a copy of the Multi-Year Agreement and the Form 11 from Flood Control and Water Conservation District. The original Multi-Year Agreement for signature is attached to Flood Control and Water Conservation District's agenda item to be heard later this same date.

**Impact on Residents and Businesses**

Principle beneficiaries are the residents adjacent to District facilities covered by the service agreement.

**ATTACHMENT A. Vector Agreement**

**ATTACHMENT B. Map of Facilities**

  
Steve C. Horn

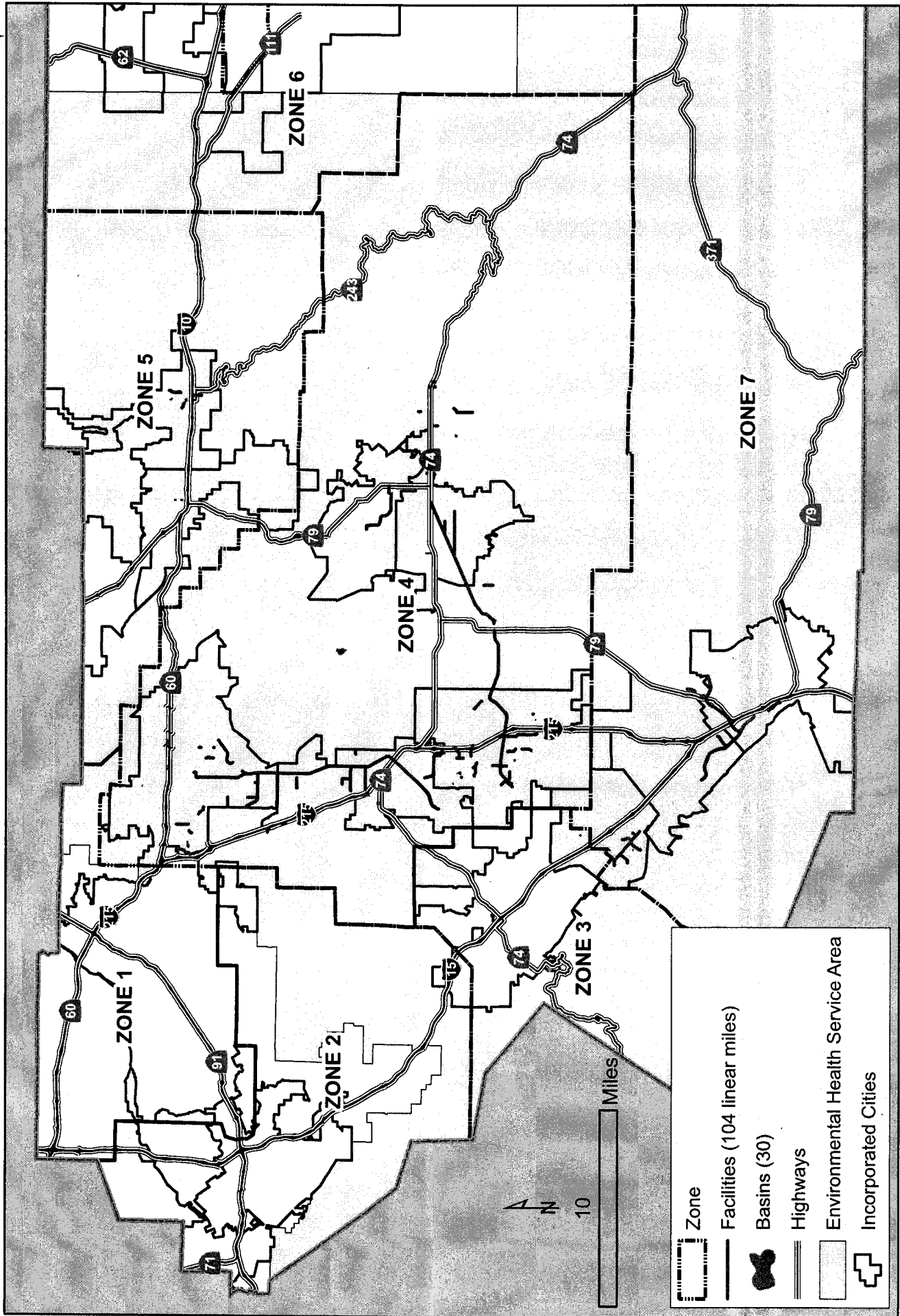
2/27/2017

  
Gregory L. Priamos, Director County Counsel

2/21/2017



# Facilities and Basins for Mosquito Spraying



AGREEMENT BETWEEN RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT  
AND THE COUNTY OF RIVERSIDE FOR VECTOR CONTROL SERVICES  
PROVIDED THROUGH THE  
DEPARTMENT OF ENVIRONMENTAL HEALTH

This Agreement is entered into between the Riverside County Flood Control and Water Conservation District (hereinafter referred to as "District"), and the County of Riverside, through its Department of Environmental Health (hereinafter referred to as "County").

RECITALS

WHEREAS, District desires the County to provide Vector Control Services—specifically mosquito-borne disease surveillance and control activities to protect public health and enhance quality of life in communities; and

WHEREAS, County has personnel with sufficient training and expertise to provide such services;

NOW THEREFORE, the parties agree as follows:

1. SERVICES TO BE RENDERED. County shall furnish personnel, materials and supplies to perform the following services from the adoption date of this Agreement through June 30, 2021.

A. Vector Control Services:

Provide mosquito population monitoring and control as needed at the District facilities delineated on the attached exhibits (which are titled below) or other District facilities as conditions warrant:

Zone 4 Facilities  
Zone 5 Facilities  
Zone 7 Facilities

2. CHARGES AND PAYMENTS.

A. ANNUAL VECTOR BUDGET CONTRIBUTION - DISTRICT shall contribute the sum of up to \$67,000 per fiscal year to COUNTY on July 1 of each year after execution of this Agreement for the funding of vector services, as set forth herein. Payment for Fiscal Year 2016-17 shall be made within 30 days of execution of this Agreement.

COPY

- B. DISTRICT'S continuing CONTRIBUTION shall be contingent upon sufficient funds being available for the next Fiscal Year.
- C. For and in consideration of the rendition by County of those services specified in Section 1, District agrees to pay County at an hourly rate as specified by Riverside County Ordinance No. 640, at a total cost not to exceed \$335,000 for services rendered during the term of the agreement. The total cost of services rendered is subject to change for each succeeding term following the initial term of this Agreement.
- D. County shall submit monthly invoices for all services rendered after the annual vector budget contribution is exhausted. District agrees to pay all such charges within sixty (60) days of receipt of itemized statements therefor.

### 3. PERSONNEL.

- A. The services provided by County shall be performed by County personnel under the control and direction of County. To the extent that District employees may also participate in any of the activities herein provided for, any expenses thereof shall be borne by District. Specific service requests by District must be made by the District's Chief of Operation & Maintenance to EH Director.
- B. All County employees performing services pursuant to the terms of this Agreement shall, prior to commencing any work under the Agreement, complete a safety orientation as provided by the District.
- C. All County employees shall be duly licensed for the pesticides used.

REPORTS AND INFORMATION - COUNTY shall submit to DISTRICT on or before July 15 a report summarizing the activities performed by COUNTY between July 1st and June 30th of the previous Fiscal Year. The report shall consist of an itemization of equipment and personnel hours charged, and services provided, in each Zone.

In January of each year, DISTRICT and COUNTY representatives shall meet and review program status, scope, costs, priorities, projected activities, and available funding for Vector service. The DISTRICT shall inform COUNTY of the actual CONTRIBUTION amount for the upcoming fiscal year at this meeting.

DISTRICT SHALL: Provide keys and access.

### 4. HOLD HARMLESS.

- A. County agrees to defend, indemnify, and hold harmless District, its officers, agents and employees from and against any and all liability, damages, costs, losses, claims and expenses, resulting from County's intentional or negligent act or omissions arising out of activities undertaken pursuant to this Agreement.

B. District agrees to defend, indemnify, and hold harmless County, its officers, agents, and employees from and against any and all liability, damages, costs, losses, claims and expenses, resulting from District's intentional or negligent act or omissions arising out of activities undertaken pursuant to this Agreement.

5. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the provisions hereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only by an instrument in writing signed by both parties.

6. RECORDS. County agrees to maintain records and documentation of the services rendered and supplies used pursuant to this Agreement for a period of five (5) years. Such records or copies thereof shall be accessible to District for review upon reasonable notification by District.

7. SEVERABILITY. If any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

8. WAIVERS. One or more waivers by either party of any provision, term, condition, or covenant shall be construed by either party as a waiver of a subsequent breach of the same by the other party.

9. TERM AND RENEWAL. This Agreement shall become effective from the date of adoption, and shall continue in full force and effect until June 30, 2021, unless sooner terminated by either party in accordance with Section 10 of this Agreement.

10. TERMINATION. This Agreement may be terminated by either party at any time, at will, with or without cause, with or without the giving of any reasons, and by giving notice to the other party at least thirty (30) calendar days before the termination is to be effective.

11. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12. EFFECTIVENESS. This Agreement shall be effective only when signed by all parties.

13. NOTICES. All notices and communications under this Agreement shall be made to the following:

COUNTY

Steve Van Stockum, Director  
Department of Environmental Health  
4065 County Circle Drive  
Riverside, CA 92503  
951.358.5316

DISTRICT

Henry Olivo, Chief of Operations and Maintenance  
Riverside County Flood Control and Water and  
Conservation District  
1995 Market Street, Riverside 92501  
951.955.1280

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:


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

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

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

RECOMMENDED FOR APPROVAL:

**COUNTY OF RIVERSIDE**

By   
STEVE VAN STOCKUM  
Director, Environmental Health

By \_\_\_\_\_  
JOHN TAVAGLIONE, Chairman  
Riverside County Board of Supervisors

APPROVED AS TO FORM:

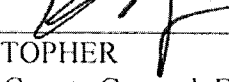
ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
AARON C. GETTIS  
Deputy County Counsel, Flood Control

By \_\_\_\_\_  
Deputy

By  \_\_\_\_\_  
ERIC STOPHER  
Deputy County Counsel, Environmental Health

Dated \_\_\_\_\_ (SEAL)