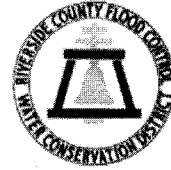


**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
11.3
(ID # 3656)

MEETING DATE:
Tuesday, March 7, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL: Approval of the Multi-Year Agreement for Vector Control Services provided through the Department of Environmental Health; 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 the District and County of Riverside Department of Environmental Health; and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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: Flood, Environmental Health

(Companion Item 3.44)

Kecia Harper-Ihem
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 67,000	\$ 67,000	\$ 335,000	\$ 0
NET DISTRICT COST	\$ 67,000	\$ 67,000	\$ 335,000	\$ 0
SOURCE OF FUNDS:			Budget Adjustment: No	
25140 947460 525440 Const/Maint/Misc – 78%			For Fiscal Year: 16/17 – 20/21	
25150 947480 525440 Const/Maint/Misc – 1%				
25170 947520 525440 Const/Maint/Misc - 21%				

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Environmental Health has personnel with sufficient training and expertise to provide mosquito-borne disease surveillance and control activities. In order to protect public health and enhance the quality of life in communities near District facilities where mosquitoes may be a concern, the District desires to use the Environmental Health's Vector Control Services to supplement its own facility maintenance activities.

County Counsel has approved this Agreement as to legal form. A companion item (MT# 3592) appears on Board Agenda (District and Environmental Health) this same date.

Impact on Residents and Businesses

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

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's budget for FY 2016-17 and will be included in the proposed budget(s) for FYs 2017-18, 2018-19, 2019-20, and 2020-21, as appropriate.

ATTACHMENTS

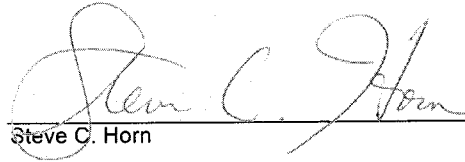
1. Vector Control Service Agreement
2. Map - Facilities and Basins for Mosquito Spraying
3. Map - Zone 4 Facilities and Basins for Mosquito Spraying
4. Map - Zone 5 Facilities and Basins for Mosquito Spraying
5. Map - Zone 7 Facilities and Basins for Mosquito Spraying

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



Jeanine Rey

2/21/2017



Steve C. Horn

2/27/2017



Gregory V. Priamos, Director County Counsel

2/21/2017

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

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

9 RECITALS

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

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

15 NOW THEREFORE, the parties agree as follows:

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

19 A. Vector Control Services:

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

- 23 Zone 4 Facilities
- 24 Zone 5 Facilities
- 25 Zone 7 Facilities

26 2. CHARGES AND PAYMENTS.

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

32 B. DISTRICT'S continuing CONTRIBUTION shall be contingent upon sufficient
33 funds being available for the next Fiscal Year.

34 C. For and in consideration of the rendition by County of those services specified
35 in Section 1, District agrees to pay County at an hourly rate as specified by
36 Riverside County Ordinance No. 640, at a total cost not to exceed \$335,000

1 for services rendered during the term of the agreement. The total cost of
2 services rendered is subject to change for each succeeding term following the
3 initial term of this Agreement.

4 D. County shall submit monthly invoices for all services rendered after the annual
5 vector budget contribution is exhausted. District agrees to pay all such charges
6 within sixty (60) days of receipt of itemized statements therefor.

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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 15th a report summarizing the activities performed by COUNTY between July 1st and June 30th of the previous Fiscal Year. The report shall consist of a 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.

1 5. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final
2 expression of their understanding with respect to the subject matter hereof and as a complete and
3 exclusive statement of the provisions hereof and supersedes any and all prior and
4 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.

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

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

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

13 9. TERM AND RENEWAL. This Agreement shall become effective from the date of
14 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.

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

18 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.

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

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

23 COUNTY

24 Steve Van Stockum, Director,
25 Department of Environmental Health
26 4065 County Circle Drive
27 Riverside 92503
28 951.358.5172

DISTRICT


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

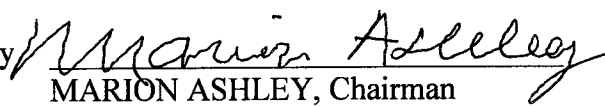
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2
3 MAR 07 2017
(to be filled in by Clerk of the Board)

4
5 RECOMMENDED FOR APPROVAL:

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

6
7 By 
JASON E. UHLEY
8 General Manager-Chief Engineer

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

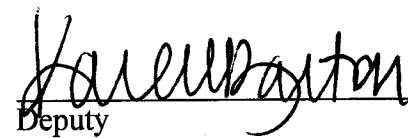
9
10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13
14 By 
AARON GETTIS
15 Deputy County Counsel

By 
Deputy

(SEAL)

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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**

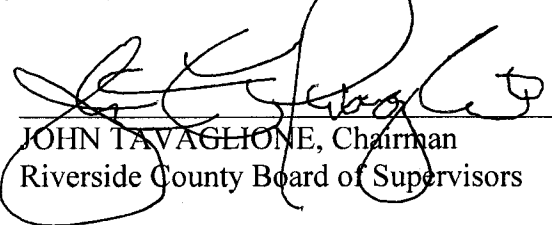
By _____
JASON E. UHLEY
General Manager-Chief Engineer

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

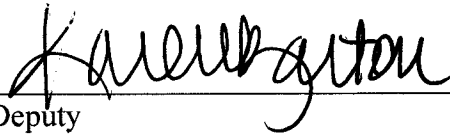
APPROVED AS TO FORM:


ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
AARON C. GETTIS
Deputy County Counsel, Flood Control

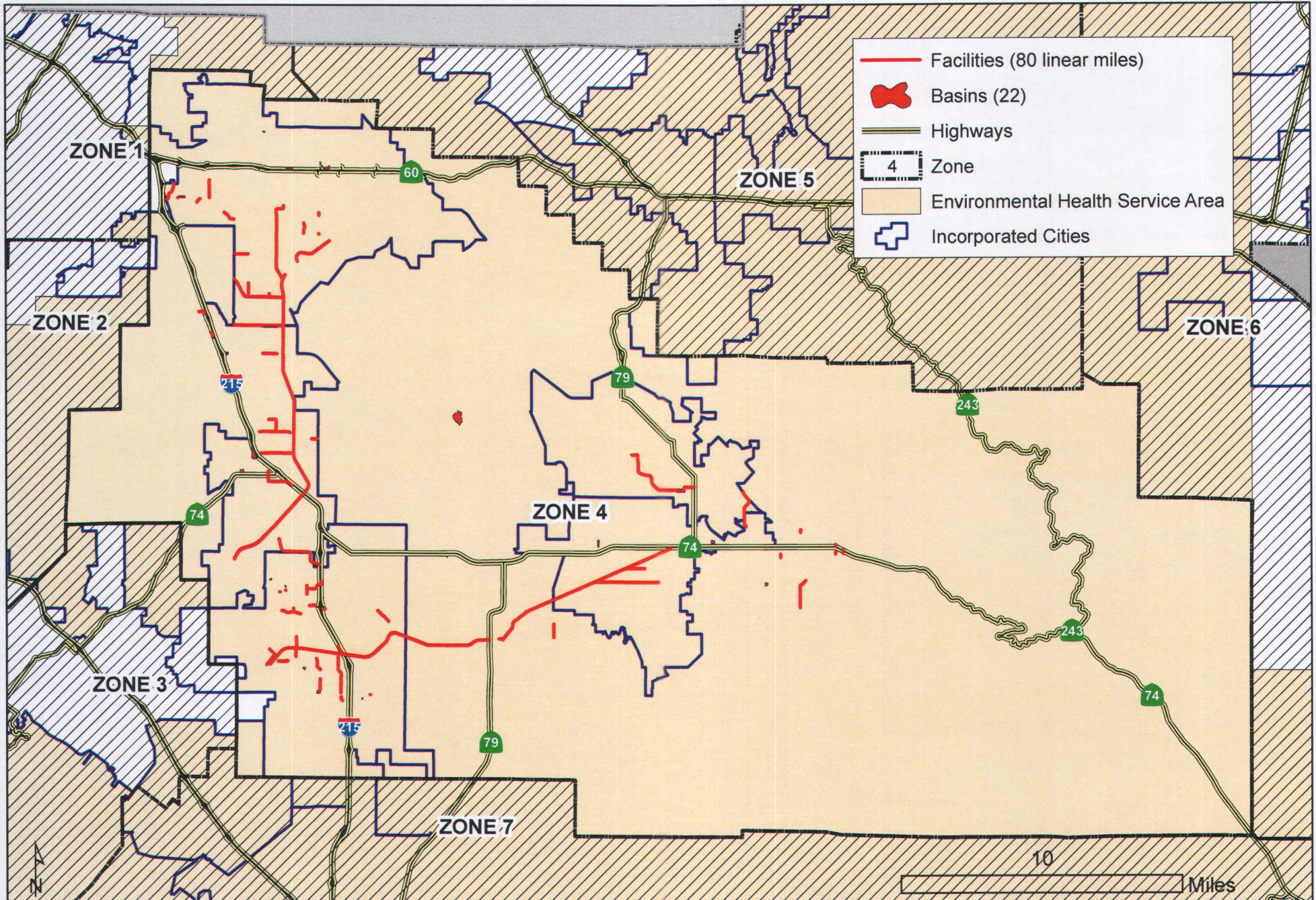
By  _____
Deputy

By  _____
ERIC STOPHER
Deputy County Counsel, Environmental Health

Dated _____ (SEAL)

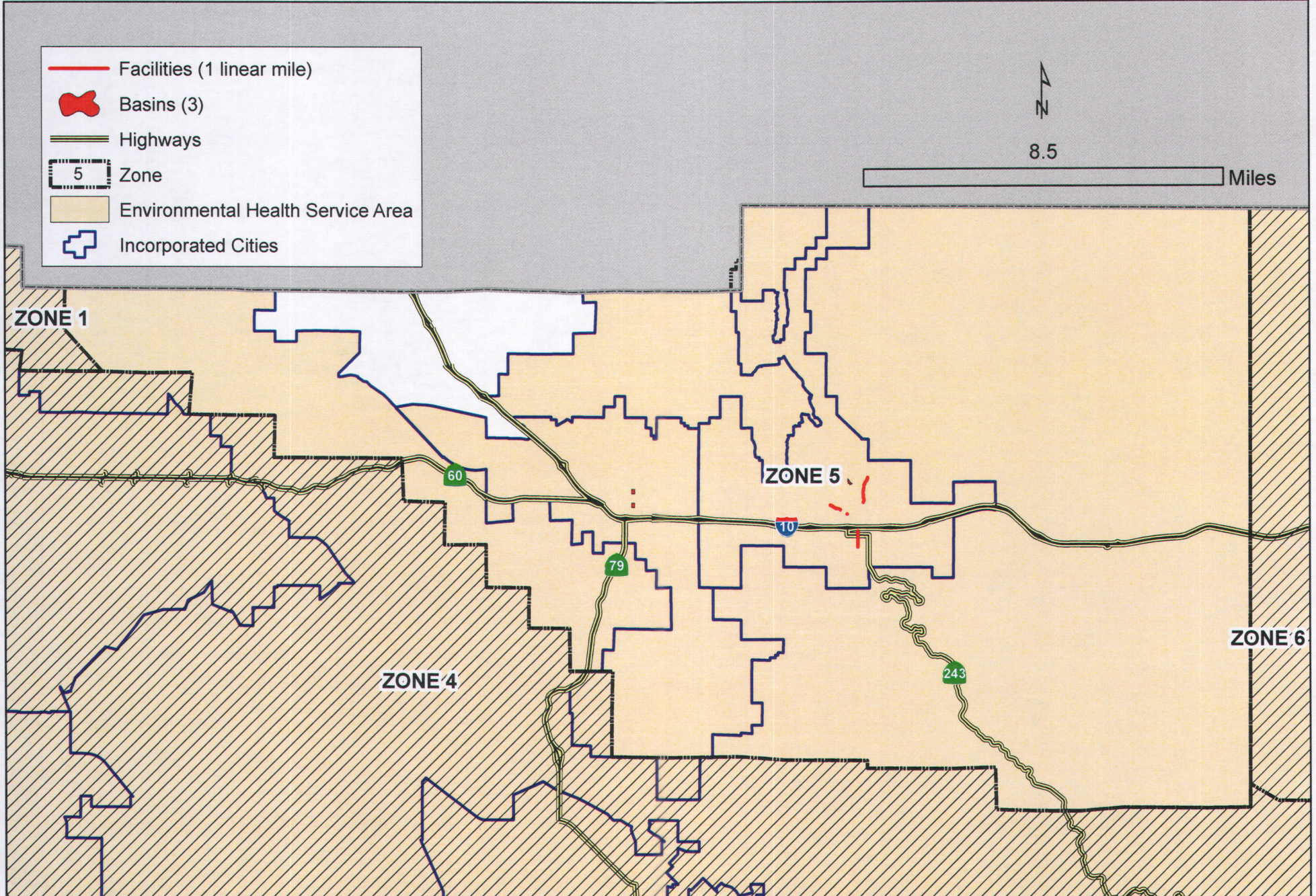


Zone 4 Facilities and Basins for Mosquito Spraying





Zone 5 Facilities and Basins for Mosquito Spraying





Zone 7 Facilities and Basins for Mosquito Spraying

