

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



ITEM: 3.7
(ID # 15305)

MEETING DATE:

Tuesday, June 08, 2021

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; Districts 1, 3, and 5. [\$500,000 Total Cost - Flood Control and Water Conservation District Funds 100%] (Companion Item to MT Item No. 15290)

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; and
2. Authorize the Chair to execute the Multi-Year Agreement on behalf of the County.

ACTION:Policy

Keith Jones, Director Environmental Health 5/25/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 8, 2021
xc: Environmental Health

Kecia R. Harper
Clerk of the Board
By:
Deputy

(companion to 11.8)

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 100,000	\$ 500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% District Funds			Budget Adjustment:	No
			For Fiscal Year:	21/22 – 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County Flood Control and Water Conservation District request 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 for nearby residents.

A companion item appears on the Riverside County Flood Control and Water Conservation 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. 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. The purpose to protect the public from mosquito-borne diseases and enhance the quality of life.

ATTACHMENTS

Attachment A – Vector Agreement

Vicinity Maps



Jason Farin, Principal Management Analyst

6/2/2021



Gregory L. Priapos, Director County Counsel

5/25/2021

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"). County and District at times may be referred to as "Party" or collectively as "Parties".

RECITALS

WHEREAS, District desires, and had a need, for the County to provide Vector Control Services specifically mosquito-borne disease surveillance and control activities to protect public health and safety, and to enhance the quality of life in communities within the County of Riverside; and

WHEREAS, County has personnel with the type of training and expertise to provide such needed Vector Control Services;

NOW THEREFORE, the Parties agree as follows:

1. SERVICES TO BE RENDERED. County shall furnish personnel, materials and supplies to perform the following Vector Control Services from the adoption date of this Agreement through June 30, 2026.

A. Vector Control Services:

Provide mosquito population monitoring and control as needed at the District facilities as designated in yellow on the attached exhibits (which are titled below) or other District facilities as conditions warrant. The County will not be compensated for spraying in any designated blue and green areas on the attached exhibits labeled Northwest Mosquito and Coachella Valley Mosquito Control:

Zone 2 Facilities
Zone 3 Facilities
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 \$100,000 per fiscal year to County on July 1 of each year after execution of this Agreement for the funding of Vector Control Services, as set

forth under Section 1. A. ("Contribution"). Payment for Fiscal Year 2021-22 shall be made within 30 days of execution of this Agreement.

- B. District's continuing Contribution shall be contingent upon sufficient funds being available for each next fiscal year.
 - C. For and in consideration of the rendition by County of the Vector Control Services specified in Section 1.A. the District agrees to pay County at an hourly rate as specified by Riverside County Ordinance No. 640, at a total cost not to exceed \$500,000 for services rendered during the term of the Agreement. This \$500,000 limit on Vector Control Services is in addition to the District's Contribution. While the total cost of said Vector Control Services rendered is subject to change for each succeeding term of this Agreement, the \$500,000 limit on Vector Control Services shall remain.
 - D. County shall submit monthly invoices for all Vector Control Services rendered after the fiscal year 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 separately by the District. Specific service requests by District must be made by the District's Chief of Operation & Maintenance to the Environmental Health 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.
 - D. District shall provide keys and access to County.
4. REPORTS AND INFORMATION. County shall submit to District on or before July 15 a report summarizing the activities performed by COUNTY between July 1 and June 30 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 Control Services. The District shall inform the County of the actual Contribution amount for the upcoming fiscal year at this meeting.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. TERM AND RENEWAL. This Agreement shall become effective from the date of adoption, and shall continue in full force and effect until June 30, 2026, unless sooner terminated by either Party in accordance with Section 10 of this Agreement.

11. 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.
12. 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.
13. EFFECTIVENESS. This Agreement shall be effective only when signed by all Parties.
14. NOTICES. All notices and communications under this Agreement shall be made to the following:

COUNTY
 Keith Jones,
 Director
 Department of Environmental Health
 4065 County Circle Drive
 Riverside, CA 92503
 951.358.5172

DISTRICT
 Imad Guirguis,
 Chief of Operations and Maintenance
 Riverside County Flood Control
 and Water Conservation District
 1995 Market Street,
 Riverside, CA 92501
 951.955.1280

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

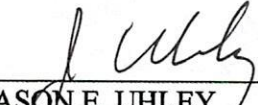
June 8, 2021

(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


KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:


GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By


AARON GETTIS
Supervising Deputy County Counsel

By


Deputy

(SEAL)

BBR:blm
05/12/21

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE DEPARTMENT
OF ENVIRONMENTAL HEALTH

By Keith Jones
KEITH JONES
Director, Environmental Health

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By Eric Stopher
ERIC STOPHER
Deputy County Counsel, Environmental Health

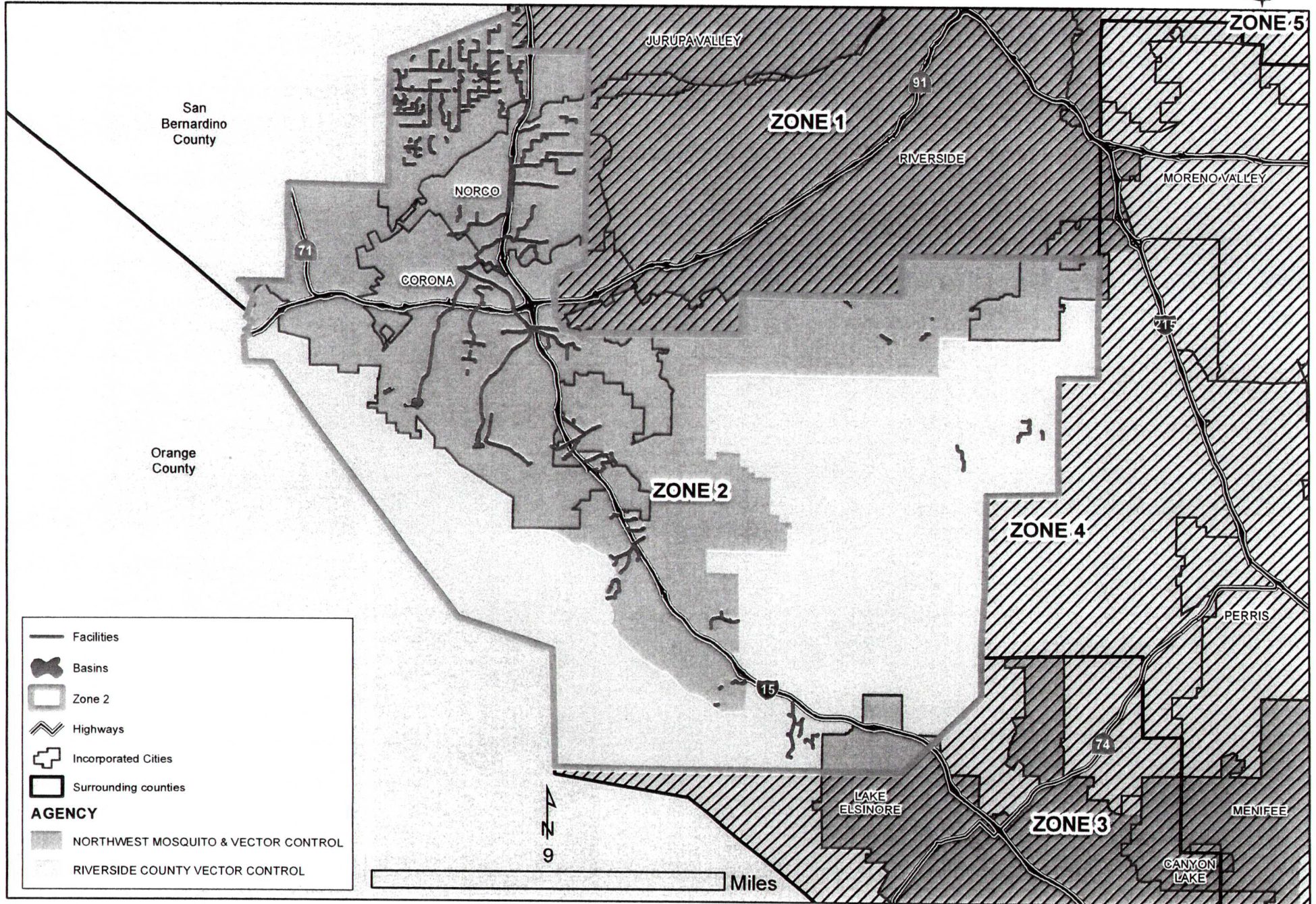
By [Signature]
Deputy

(SEAL)

BBR:blm
05/12/21

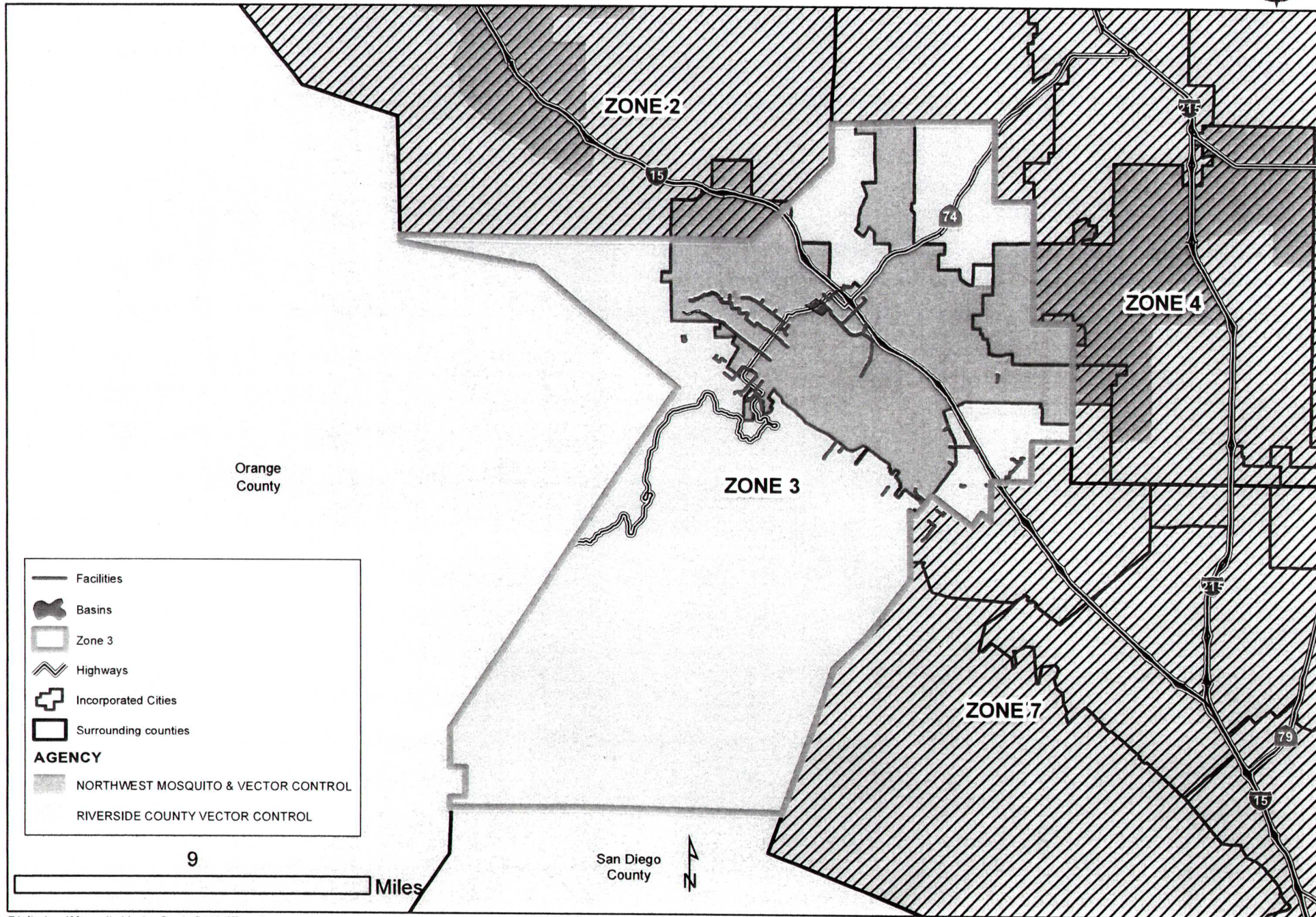


Zone 2 Facilities and Basins for Mosquito Spraying



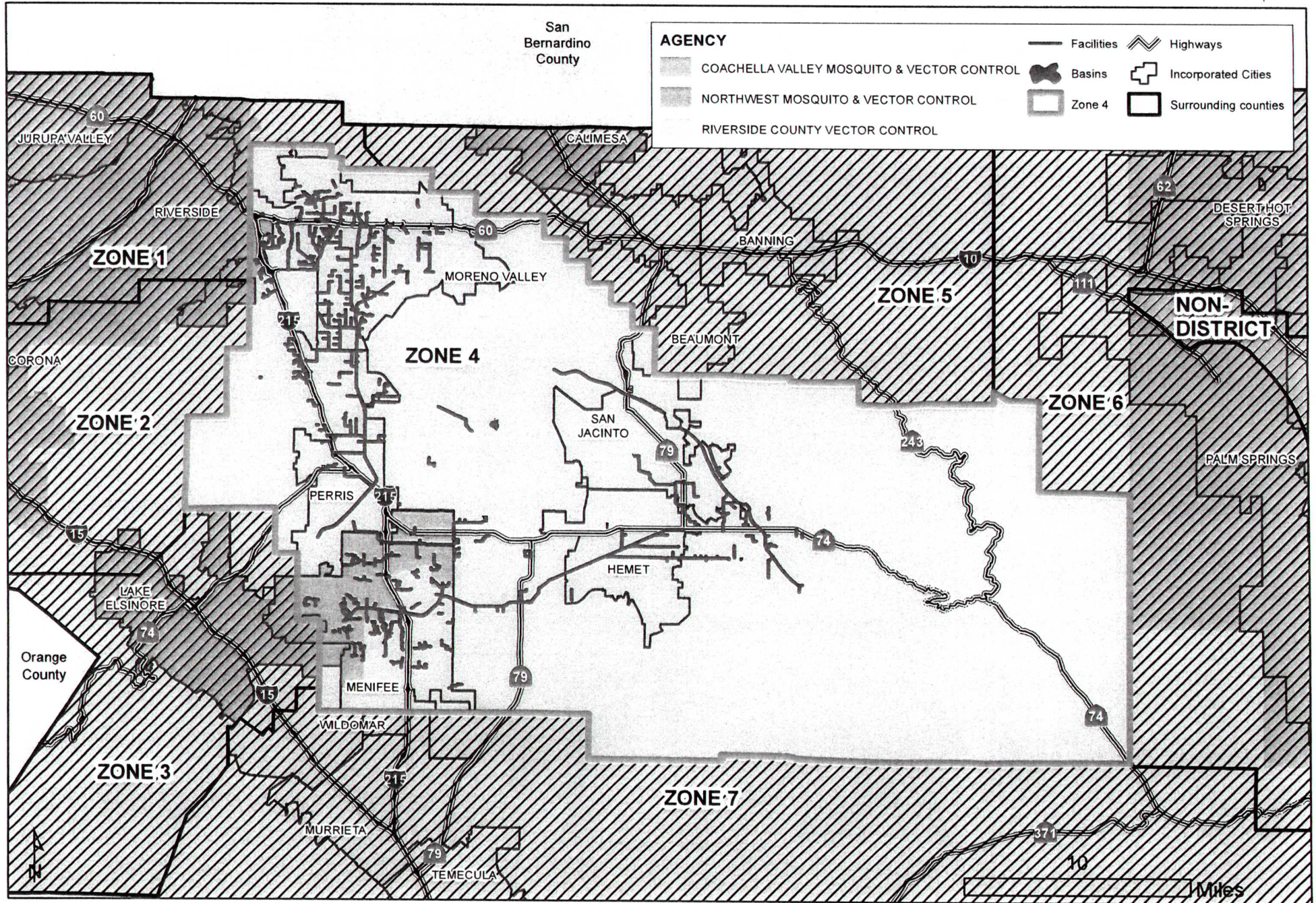


Zone 3 Facilities and Basins for Mosquito Spraying



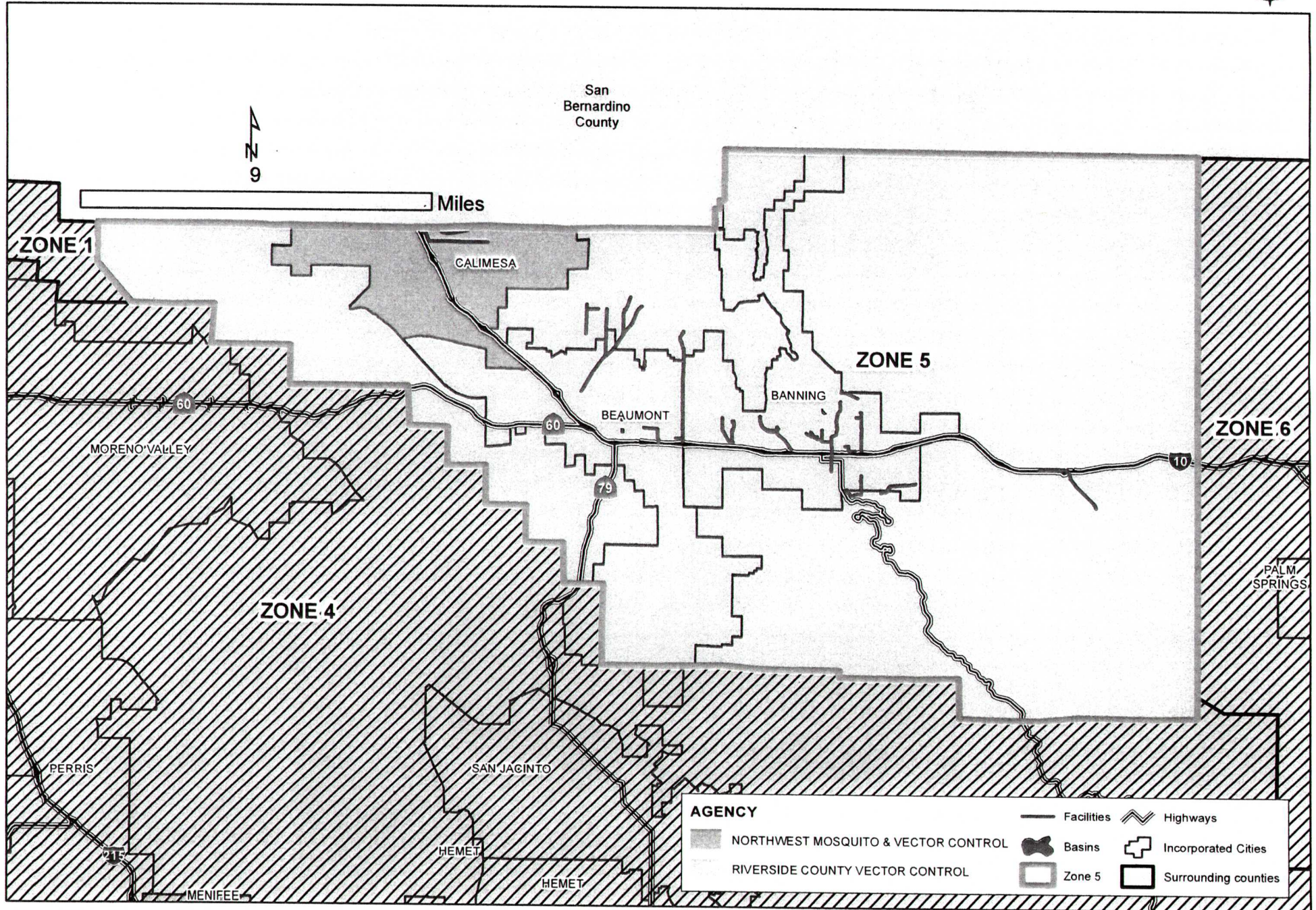


Zone 4 Facilities and Basins for Mosquito Spraying



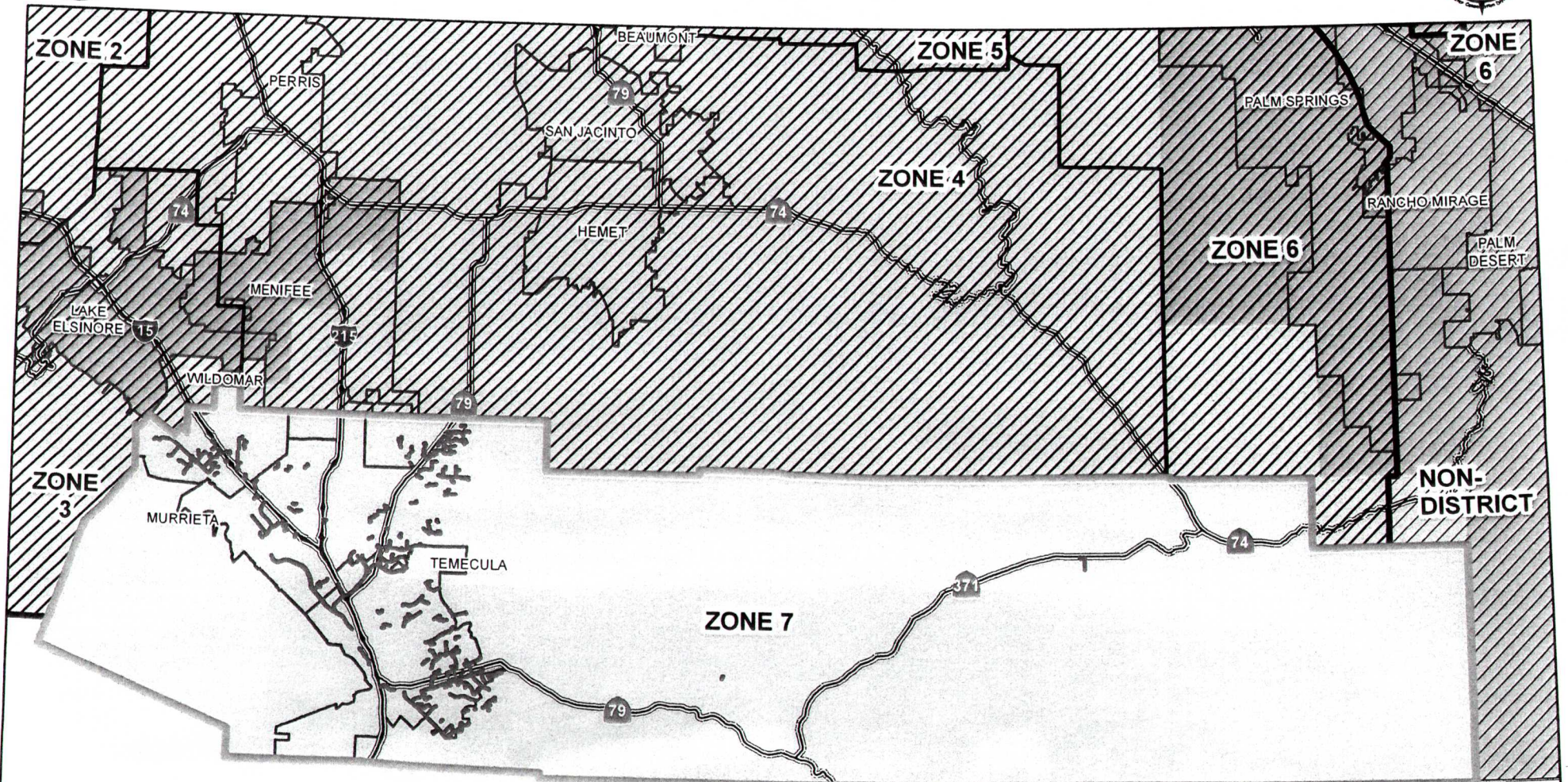


Zone 5 Facilities and Basins for Mosquito Spraying





Zone 7 Facilities and Basins for Mosquito Spraying



San Diego
County



10

Miles

AGENCY

COACHELLA VALLEY MOSQUITO & VECTOR CONTROL

NORTHWEST MOSQUITO & VECTOR CONTROL

RIVERSIDE COUNTY VECTOR CONTROL

- Facilities
- Basins
- Zone 7
- Highways
- Incorporated Cities
- Surrounding counties

