

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



ITEM: 11.8
(ID # 15290)

MEETING DATE:
Tuesday, June 08, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Multi-Year Agreement for Vector Control Services Provided Through the Department of Environmental Health, 5 Years, CEQA Exempt, Districts 1, 3, and 5. [\$500,000 Total Cost - District Funds 100%] (Companion Item to MT Item No. 15305)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Vector Control Multi-Year Service Agreement (Agreement) is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District (District) and the County of Riverside Department of Environmental Health;
3. Authorize the Chair of the Board of Supervisors for the District to execute the Agreement on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed originals of the Agreement to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

5/26/2021

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: Flood

(companion to 3.7)

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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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: See additional information below.			Budget Adjustment:	No
			For Fiscal Year:	21/22 – 25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Department of Environmental Health (County) 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. Therefore, the District desires to use the County's Vector Control Services to supplement its own facility maintenance activities in Zones 2, 3, 4, 5, and 7.

County Counsel has approved this Agreement as to legal form.

Environmental Findings

The Agreement is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement merely establishes the terms by which the District will contribute funding to the County to provide mosquito-borne disease surveillance and control activities. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

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

Additional Fiscal Information

Sufficient funding is available in the District's budget for FY 2021-22 and will be included in the proposed budgets for FYs 2022-23, 2023-24, 2024-25 and 2025-26, as appropriate.

SOURCE OF FUNDS: (continued)

25120 947420 536200 Const/Maint/Misc/Contribution to Non-County Agency

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

25130 947440 536200 Const/Maint/Misc/Contribution to Non-County Agency
25140 947460 536200 Const/Maint/Misc/Contribution to Non-County Agency
25150 947480 536200 Const/Maint/Misc/Contribution to Non-County Agency
25170 947520 536200 Const/Maint/Misc/Contribution to Non-County Agency

ATTACHMENTS:

1. Vector Control Multi-Year Service Agreement
2. Zone Facilities and Basin Maps

BB:blm

P8/238141



Jason Farin, Principal Management Analyst

6/2/2021



Gregory L. Priamos, Director County Counsel

5/26/2021

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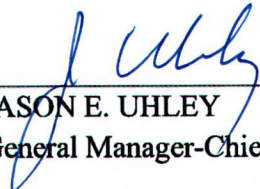
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on


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

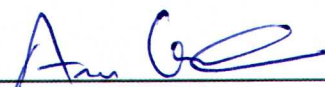
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

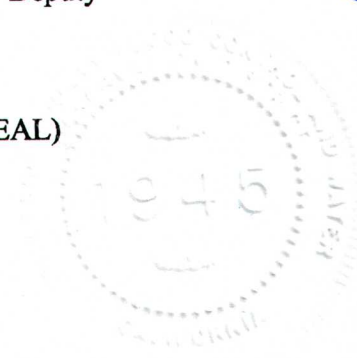
GREGORY P. PRIAMOS
County Counsel

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

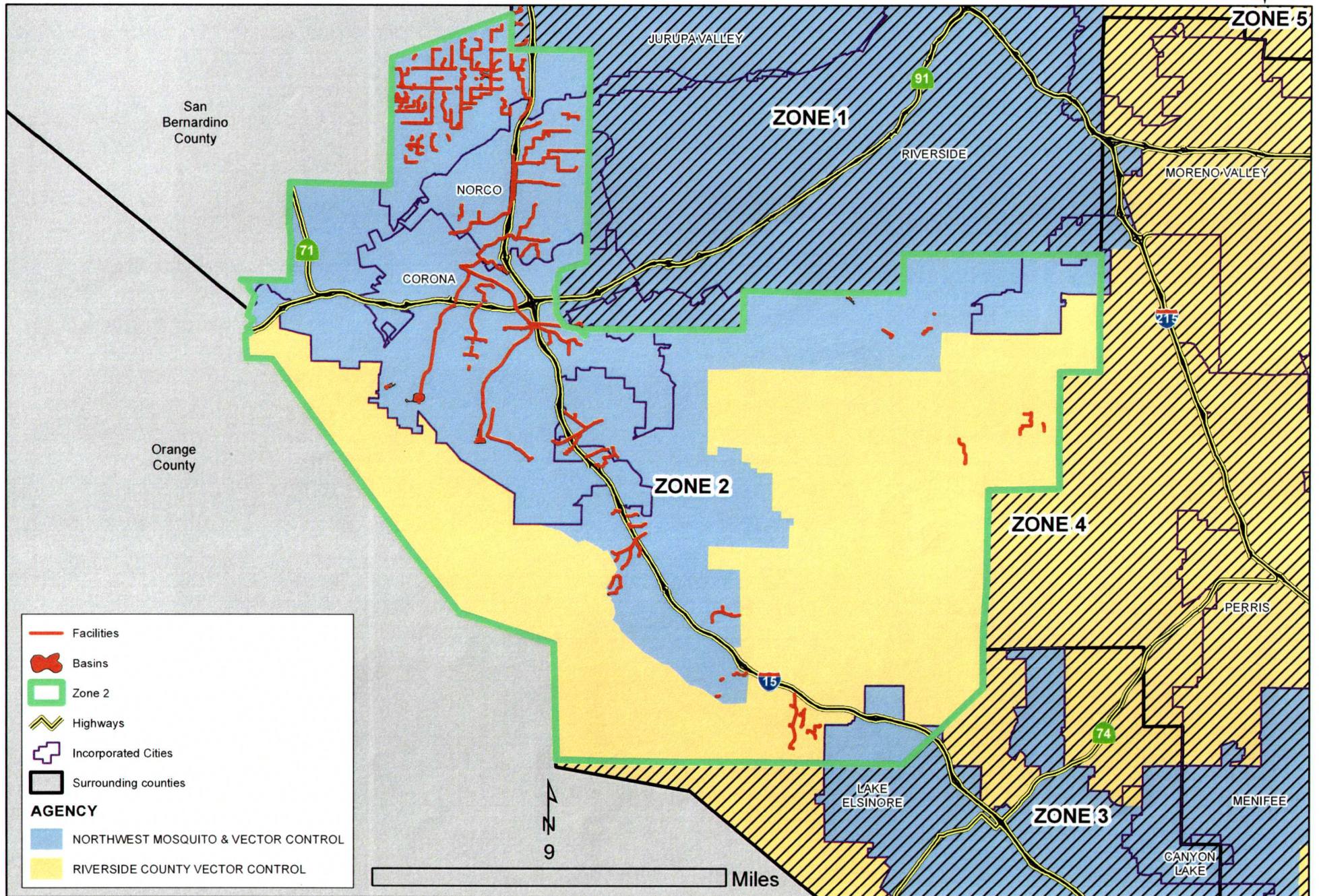
By Gregory P. Priamos
Deputy

(SEAL)

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05/12/21

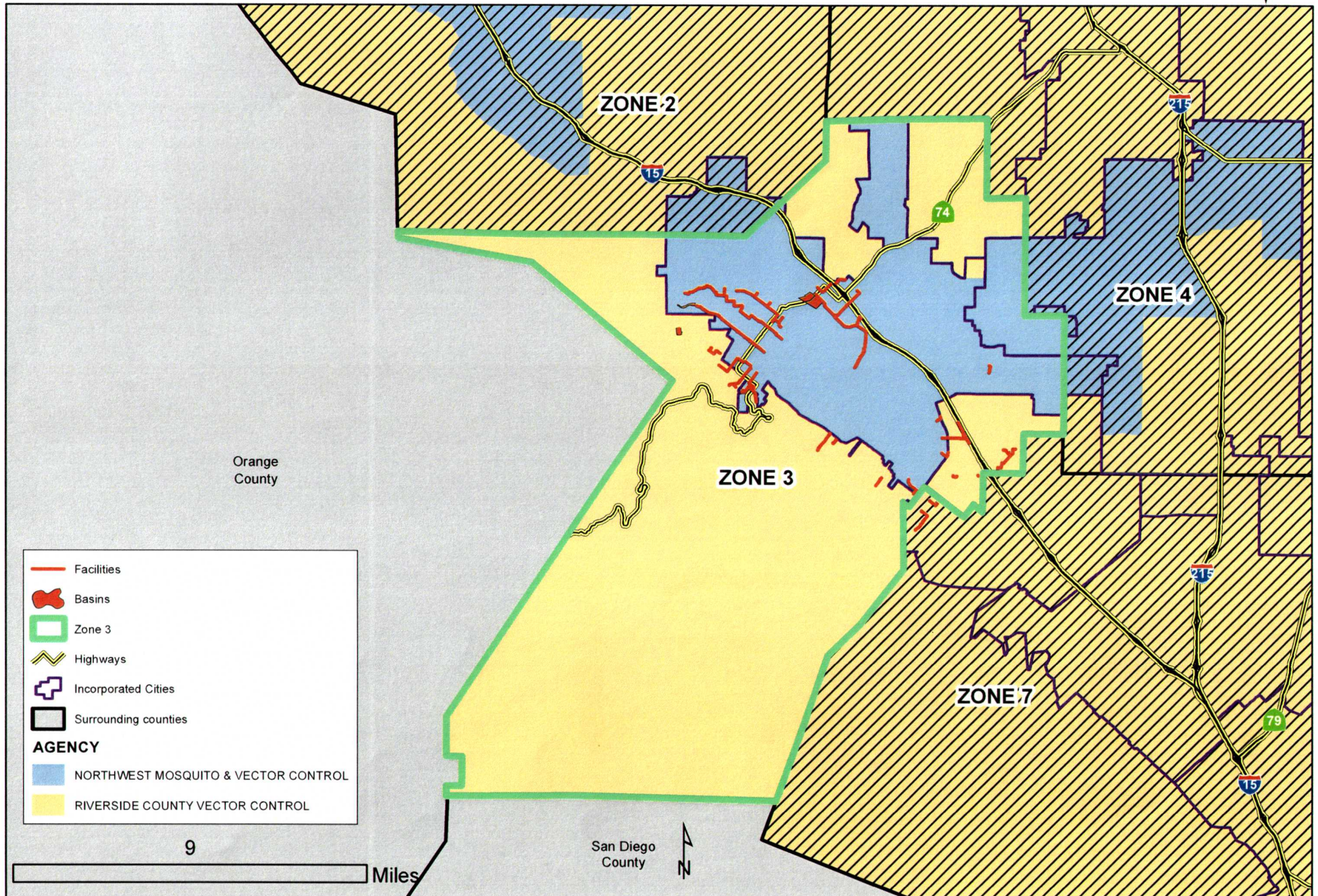


Zone 2 Facilities and Basins for Mosquito Spraying



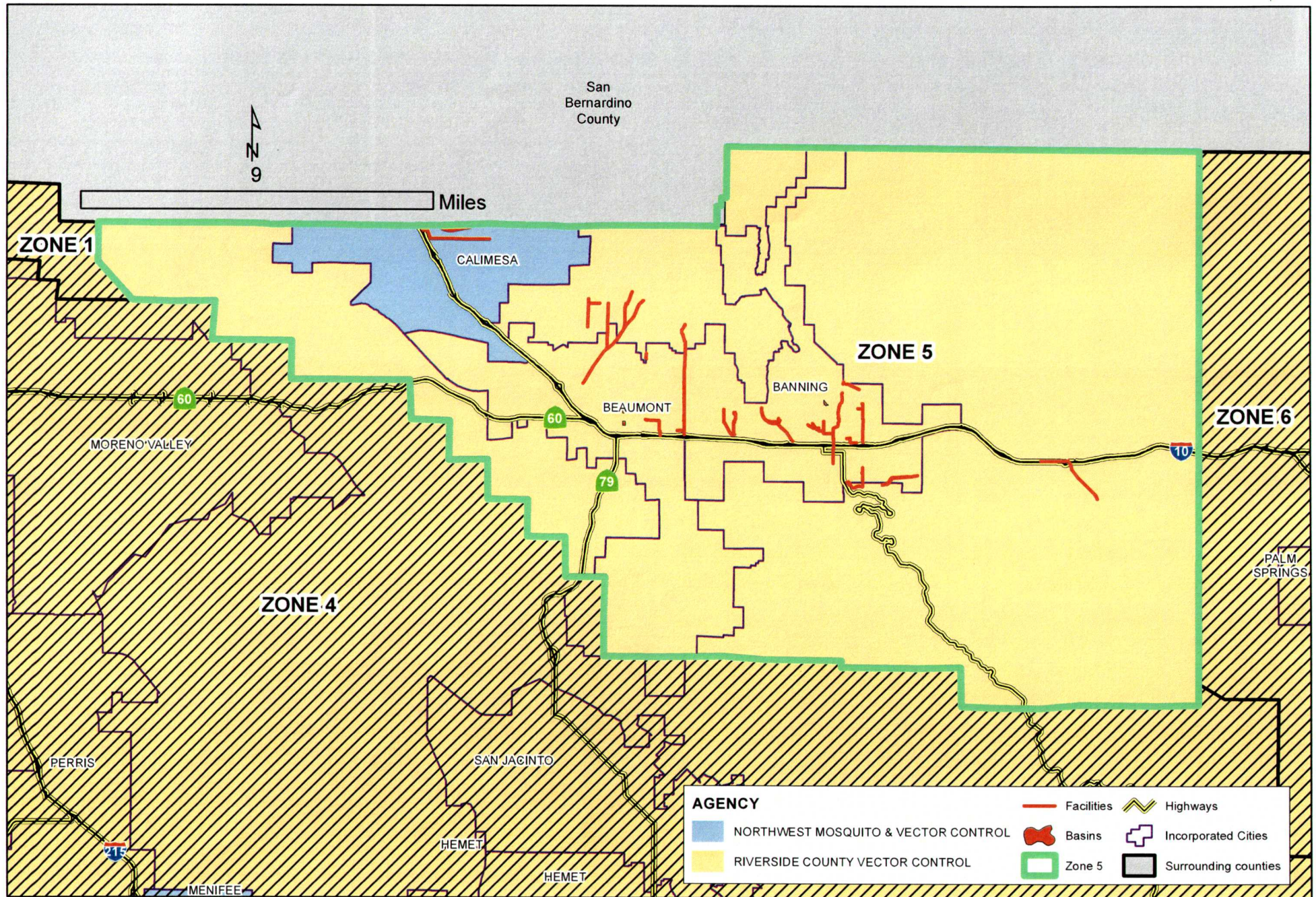


Zone 3 Facilities and Basins for Mosquito Spraying





Zone 5 Facilities and Basins for Mosquito Spraying





Zone 7 Facilities and Basins for Mosquito Spraying

