

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



ITEM: 11.8
(ID # 17852)

MEETING DATE:
Tuesday, December 14, 2021

FROM : FLOOD CONTROL DISTRICT:

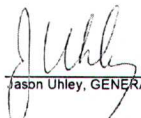
SUBJECT: FLOOD CONTROL DISTRICT: Approve the Multi-Year Agreement for Code Enforcement Abatement and Monitoring Services Between the Riverside County Flood Control and Water Conservation District and the County of Riverside, 5 Years (FY 2021-2022 to FY 2025-2026), CEQA Exempt, All Districts. [\$750,000 Not-to-Exceed Cost - District Funds 100%] (Companion Item to MT Item No. 17878)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) and Section 15308;
2. Approve the Multi-Year Agreement for Code Enforcement Abatement and Monitoring Services (Multi-Year Agreement) between the Riverside County Flood Control and Water Conservation District (District) and the County of Riverside (County);
3. Authorize the Chair of the District's Board of Supervisors to execute the Multi-Year Agreement documents on behalf of the District;

Continued on page 2

ACTION:Policy

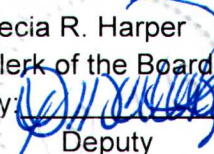

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 12/2/2021

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: December 14, 2021
xc: Flood, TLMA-Code Enforce.

(Companion Item 3.55)

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Multi-Year Agreement, including, but not limited to, negotiating, approving and executing any non-substantive and necessary future amendments to the Multi-Year Agreement that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form of County Counsel; and
5. Direct the Clerk of the Board to return one (1) fully executed Multi-Year Agreement to the District and one (1) fully executed Multi-Year Agreement to the County.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 150,000	\$ 150,000	\$ 750,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: SEE SOURCE OF FUNDS BELOW			Budget Adjustment: No	
			For Fiscal Year: 21/22 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Multi-Year Agreement sets forth the terms and conditions by which the District will contribute funding to the County for certain code abatement and enforcement to minimize debris and pollution in our storm facilities and waterways for Fiscal Years 2021-2022 through 2025-2026. The District desires to support the County's efforts to conduct these code abatement and enforcement activities to reduce illegal dumping, accumulated rubbish and illegal grading, and to identify potential National Pollutant Discharge Elimination System (NPDES) violations that could impact the District's facilities or waterways. Therefore, the District will contribute an amount not-to-exceed One Hundred Fifty Thousand Dollars (\$150,000) per fiscal year for Fiscal Years 2021-2022 through 2025-2026, for a total amount not-to-exceed Seven Hundred Fifty Thousand Dollars (\$750,000) toward the described County code abatement and enforcement activities.

County Counsel has approved this Agreement as to legal form. A companion item appears on the County's agenda for this same date.

Environmental Findings

The Multi-Year Agreement is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) and Section 15308. Pursuant to Section 15308, Actions by Regulatory Agencies for Protection of the Environment, the following type of action is exempt from CEQA: "Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the

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maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment. Construction activities and relaxation of standards allowing environmental degradation are not included in this exemption." This Multi-Year Agreement authorizes the County to engage in code abatement and enforcement of County ordinances to provide remediation services to protect the environment, including illegal dumping, accumulated rubbish, illegal grading and to identify potential National Pollutant Discharge Elimination System (NPDES) violations that could impact the District's facilities or waterways. These services will assure the maintenance, restoration, enhancement or protection of the environment. Moreover, no construction activities of any kind are contemplated by this Multi-Year Agreement. In addition, none of the Section 15300.2 exceptions apply. There is no anticipation that the Multi-Year Agreement would have a significant effect on the environment due to unusual circumstances and the Multi-Year Agreement would result in no significant cumulative impact, not cause a substantial adverse change in the significance of a historical resource, not result in damage to scenic resources within a highway officially designated as a state scenic highway and would not result in activity on a hazardous site or location.

Moreover, the Multi-Year Agreement is exempt under 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 Multi-Year Agreement does not authorize to any extent whatsoever actual physical development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment within the County. The Multi-Year Agreement merely establishes the terms by which the District will contribute funding to the County for certain code abatement and enforcement services performed. Therefore, it can be seen with certainty that there is no possibility the Multi-Year Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The services provided pursuant to this Multi-Year Agreement will be paid through District ad valorem property tax revenue. No new taxes, fees or assessments are needed to pay for these services. The code abatement and enforcement services by County will protect the public health and safety by minimizing debris and pollution in our storm facilities and waterways.

Additional Fiscal Information

Sufficient funding is included in the District's budget for FY 2021-2022. Additional funding will be included in the proposed budgets for FY 2022-2023, 2023-2024, 2024-2025 and 2025-2026, as appropriate.

SOURCE OF FUNDS:

25110 947400 536200 - Zone 1 Contribution to Other Agency (33.3%)

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25120 947420 536200 - Zone 2 Contribution to Other Agency (33.4%)


25140 947460 536200 - Zone 4 Contribution to Other Agency (33.3%)

ATTACHMENT:

1. Multi-Year Agreement

AMR:mcv

P8\241249



Jason Farin, Principal Management Analyst 12/8/2021



Gregory V. Priamos, Director County Counsel 12/2/2021

**MULTI-YEAR AGREEMENT FOR CODE ENFORCEMENT ABATEMENT AND
MONITORING SERVICES
(Fiscal Years 2021-2022 through 2025-2026)**

This Multi-Year Agreement ("Agreement"), dated as of DEC 14 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Code Enforcement Department ("COUNTY"). DISTRICT and COUNTY are individually referred to herein as a "Party" and collectively referred to herein as the "Parties". The Parties hereby agree as follows:

RECITALS

A. WHEREAS, the Parties recognize that deliberate littering, illegal dumping and other non-deliberate actions contribute debris to storm facilities and waterways. These activities result in accumulated rubbish and create a public nuisance, impacting the health of local waterways, endangering the public health and safety, and interfering with the enjoyment of life and property of residents of the County of Riverside; and

B. WHEREAS, the Parties agree that enforcing COUNTY ordinances to abate the referenced illegal dumping and accumulated rubbish, as well as illegal grading and National Pollutant Discharge Elimination System (NPDES) violations, is crucial in minimizing debris and pollution in our storm facilities and waterways and protecting public health and safety; and

C. WHEREAS, the COUNTY, through its Code Enforcement Department, is responsible for enforcing COUNTY ordinances, including those relating to illegal dumping, accumulated rubbish, illegal grading, and NPDES which include, but are not limited to: Ordinance No. 348 (Land Use), Ordinance No. 520 (Abandonment and Removal of Abandoned Vehicles), Ordinance No. 541 (Removal of Rubbish), Ordinance No. 650 (Sewage Discharge), Ordinance No. 725 (Enforcement of Land Use Ordinances), Ordinance No. 754 (Establishing Stormwater/Urban Runoff Management and Discharge Controls, including NPDES compliance), Ordinance No. 457 (Building Codes, including illegal grading) and Ordinance No. 840 (Seizure and Impoundment of Nuisance Vehicles), as any of these ordinances may be amended, in accordance with all applicable local, state, and federal laws; and

D. WHEREAS, the COUNTY regularly abates illegal dumping, accumulated rubbish, and debris in accordance with COUNTY Ordinances in the unincorporated area of the

County of Riverside. These abatement activities prevent debris and waste materials from entering DISTRICT's facilities, streams, and waterways, thereby aiding DISTRICT; and

E. WHEREAS, in addition to the COUNTY's abatement activities, COUNTY is willing to assist DISTRICT in its NPDES monitoring activities of various waterways in remote areas. These monitoring activities will increase COUNTY's understanding of the magnitude and severity of potential NPDES violations observed by DISTRICT's staff; and

F. WHEREAS, DISTRICT wishes to support and sustain the scope of COUNTY's enforcement activities related to abatement of violations in and near DISTRICT's facilities, streams, and waterways by contributing an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) per fiscal year, for Fiscal Years 2021-2022 through 2025-2026, hereinafter called "DISTRICT CONTRIBUTION", as set forth herein. The total amount of DISTRICT CONTRIBUTION under this Agreement shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000); and

G. WHEREAS, cooperation between the Parties in these matters is in the best interest of the public.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and are as follows:

1. COUNTY Activities. The COUNTY will administer and enforce the COUNTY's Ordinances in accordance with all applicable local, state, and federal laws, referenced in Recital C, related to illegal dumping, accumulated rubbish, illegal grading, NPDES (non-stormwater discharge), which includes, but is not limited to, removal of the following debris: household waste, appliances, building and construction waste, mulch, tires, and vehicles, that could impact DISTRICT's facilities, streams and waterways, and DISTRICT's NPDES monitoring activities.

2. Payment of DISTRICT CONTRIBUTION. Upon execution of this Agreement, DISTRICT shall pay COUNTY a not to exceed amount of One Hundred Fifty Thousand Dollars (\$150,000) to help support COUNTY's enforcement activities described in Paragraph 1 for Fiscal Year 2021-2022, as set forth herein. For Fiscal Years 2022-2023 through 2025-2026, COUNTY shall invoice DISTRICT on or before June 1st for the payment of DISTRICT CONTRIBUTION, as set forth in Recital F. DISTRICT shall pay COUNTY within

thirty (30) business days after receipt of COUNTY's invoice for DISTRICT CONTRIBUTION. As set forth in Recital F, the total amount to be paid to COUNTY pursuant to this Agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) in any fiscal year from 2021-2022 through 2025-2026 and shall not exceed the total sum of Seven Hundred Fifty Thousand Dollars (\$750,000) for the entire term of this Agreement.

3. Reports and Information. COUNTY will keep detailed records and reports of activities related to illegal dumping, accumulated rubbish, illegal grading and NPDES violations, as set forth in Paragraph 1, that could impact DISTRICT facilities or waterways. COUNTY shall provide DISTRICT with these reports on an annual basis documenting the activities, described in Paragraph 1, conducted by COUNTY.

4. Use of DISTRICT CONTRIBUTION. COUNTY shall use DISTRICT CONTRIBUTION only for activities described in Paragraph 1.

5. Disputes. In the event that disputes arise between the Parties regarding the interpretation or implementation of this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the dispute.

6. Term of Agreement. The term of this Agreement shall commence on the date it is executed by DISTRICT's Board of Supervisors and COUNTY's Board of Supervisors, whichever occurs later, and shall terminate at midnight on June 30, 2026.

7. Termination of Agreement. Either Party may terminate the provisions of this Agreement subject to six (6) months written notice thereof to the other Party stating the extent and effective date of termination.

8. Contingency. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT CONTRIBUTION as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify COUNTY in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by COUNTY.

9. Notices. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contract Services Section

COUNTY OF RIVERSIDE
CODE ENFORCEMENT DEPARTMENT
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Attn: Daksha Pathak

10. Governing Law. This Agreement is to be construed in accordance with the laws of the State of California.

11. Venue. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

12. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

13. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party (including their Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives) (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon (1) its officers, employees, subcontractors, agents, or representatives gross negligence or willful misconduct arising out of or in any way relating to this Agreement; or (2) a material breach of its representations, warranties, covenants, or agreements under this Agreement. The indemnifying Party shall defend the Indemnitees, at its sole expense, including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards) in any claim or action based upon such gross negligence, willful misconduct, or material breach. With respect to any action or claim subject to indemnification herein, the indemnifying Party shall, at their sole cost, have the right to use counsel of their own choice and may adjust, settle, or compromise any such action or claim only with the prior consent of the other Party. Any such adjustment, settlement, or compromise shall not in any manner whatsoever limit or circumscribe the indemnifying Party's indemnification to Indemnitees as set forth herein. The indemnifying Party's obligation hereunder shall be satisfied when it has provided to the other Party the appropriate form of dismissal relieving the other Party from any liability for the action or claim involved.

14. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the Parties.

15. 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 terms, conditions, and understanding between the Parties and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith.

16. Modification. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

17. No Third-Party Beneficiary. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

18. No Assignment. Neither COUNTY nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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[SIGNATURES ON FOLLOWING PAGES]


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

December 14, 2021.
(to be filled in by Clerk of the Board)

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

RECOMMENDED FOR APPROVAL:

By 
JASON E. UHLEY
General Manager-Chief Engineer

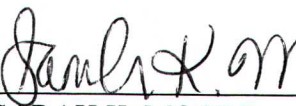
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA R. HARPER
Clerk of the Board

By 
SARAH K. MOORE
Deputy County Counsel

By 
Deputy

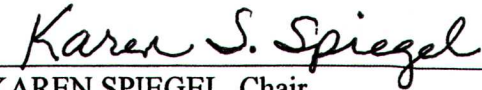
(SEAL)

Multiyear Agreement: Code Abatement and Enforcement Services
11/24/2021

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
 ROBERT MAGEE
 Deputy Director of TLMA/Code
 Enforcement Director

By 
 KAREN SPIEGEL, Chair
 Board of Supervisors
 Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
 County Counsel

KECIA R. HARPER
 Clerk of the Board

By 
 DANIELLE MALAND
 Deputy County Counsel

By 
 Deputy
 (SEAL)

Multiyear Agreement: Code Abatement and Enforcement Services
 11/24/2021
 AMR:mcv