

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



ITEM: 11.1
(ID # 20642)

MEETING DATE:
Tuesday, January 24, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the Western Riverside Council of Governments for the Riverside County Pollution Prevention Initiative, Fiscal Years 2022/2023 to 2026/2027, 4.5 years, All Districts. [\$250,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the Western Riverside Council of Governments ("WRCOG") for the Riverside County Pollution Prevention Initiative, Fiscal Years 2022/2023 to 2026/2027;
2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the 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 by County Counsel; and
4. Direct the Clerk of the Board to return two (2) executed Agreements to the District.

ACTION:Policy

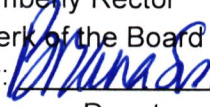
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

1/11/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 24, 2023
xc: Flood

Kimberly Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$50,000	\$50,000	\$250,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: See Source of Funds below			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions in which WRCOG will assist the District with the development and management of a website utilizing GIS mapping for reporting litter and pollutants reduction, household hazardous waste, recycling and other environmental protection programs ("Program Initiatives").

This partnership with WRCOG will support the District's efforts to meet compliance objectives with the MS4 Permits and California mandates to create promotional materials and foster local cleanup efforts that will bring a sense of community and responsibility to keep neighborhoods clean and beautiful.

County Counsel has approved the Agreement as to legal form, and WRCOG has executed the Agreement.

Impact on Residents and Businesses

Costs incurred under this Agreement will be funded by the existing Benefit Assessments for the Santa Ana, Santa Margarita and Whitewater watersheds, as appropriate. Execution of the Agreement imposes no additional impacts to residents and businesses. The Program Initiatives will increase pollution prevention awareness and its impact on the environment by educating residents and local businesses with the goal of shaping their attitude toward minimizing stormwater pollution.

Additional Fiscal Information

Sufficient funding is available in the District's budget for Fiscal Year 2022/2023 and will be included in the recommended budget for Fiscal Years 2023/2024 through 2026/2027, as appropriate and necessary.

SOURCE OF FUNDS

- 25180 947540 527780 NPDES Whitewater Assessment Special Program Expense – 10%
- 25190 947560 527780 NPDES Santa Ana Assessment Special Program Expense – 75%
- 25200 947580 527780 NPDES Santa Margarita Assessment Special Program Expense – 15%

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

ATTACHMENT:

1. Agreement for Riverside County Pollution Prevention Initiative

AMR:rlp
P8/247176



Jason Farin, Principal Management Analyst 1/17/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 1/12/2023

AGREEMENT

For Riverside County Pollution Prevention Initiative
(FY2022/2023 to FY2026/2027)

This Agreement, dated as of 01/24/2023, is entered by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Western Riverside Council of Governments, a joint powers authority established under the laws of the State of California ("WRCOG"). DISTRICT and WRCOG are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

WHEREAS, the Riverside County Watershed Protection is a partnership program between Riverside County, the DISTRICT, Coachella Valley Water District and 27 Cities that manage watershed programs which protect, preserve and enhance the quality of the water and the natural environment of our watersheds; and

WHEREAS, DISTRICT seeks a partnership in order to meet compliance objectives with the MS4 Permits and California mandates related to solid waste, recycling, and household hazardous waste that align with WRCOG's Energy and Environmental Programs; and

WHEREAS, WRCOG will work with the DISTRICT to develop and manage a website, utilize GIS mapping for reporting litter and pollutants reduction, household hazardous waste, recycling and other environmental protection programs ("PROGRAM INITIATIVE") that support mandates set by state agencies and to create promotional materials and final report of program activities.

WHEREAS, PROGRAM INITIATIVE will increase pollution prevention awareness and its impact on the environment; to educate residents and local businesses with the goal of shaping their attitude towards minimizing stormwater pollution; and

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 as follows:

1. Understanding of the Parties. WRCOG will assist DISTRICT with its webpage development to establish methods for quantifiable waste diversion tonnages. These quantifiable results will be tracked for litter removal and other behaviors that support mandates set by state agencies including Cal-Recycle and the California Regional Water Quality Control Boards. The DISTRICT and WRCOG will conduct informational meetings with member agencies and sponsoring partners to encourage participation and support of the PROGRAM INITIATIVE.

2. Compensation. Within sixty (60) calendar days after execution of this Agreement, the DISTRICT shall pay a lump sum amount of Fifty Thousand Dollars (\$50,000) to WRCOG for PROGRAM INITIATIVE, as set forth herein for fiscal year 2023. In any subsequent fiscal year during the term of this Agreement, DISTRICT may request WRCOG to provide the services described herein. Upon WRCOG's receipt and acceptance of DISTRICT's payment of a lump sum amount of Fifty Thousand Dollars (\$50,000), WRCOG shall begin work for the applicable fiscal year. The amount of compensation paid to WRCOG for PROGRAM INITIATIVE approved pursuant to this Agreement, shall not exceed the total sum of Two Hundred Fifty Thousand Dollars (\$250,000) over the entire term of this Agreement based on the availability of sufficient funding.

3. Term of Agreement. The term of this Agreement shall commence January 1, 2023, and shall terminate at midnight on June 30, 2027.

4. Indemnity and Hold Harmless. Each Party shall defend indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b)

a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

5. 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: Watershed Protection Division

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Casey Dailey

6. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of the Parties. Any attempt to assign or subcontract services relating to this Agreement without the consent of DISTRICT shall constitute a material breach of this Agreement.

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

8. 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.

9. Entire Agreement. This Agreement shall constitute the complete and exclusive statement of understanding between the Parties which supersedes all previous written or oral agreements, and all prior communications between the Parties relating to the subject matter of this Agreement.

10. 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 and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

11. Counterparts: Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will

constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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(Signatures on next page)

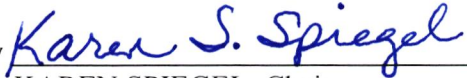
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

January 24, 2023.
(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

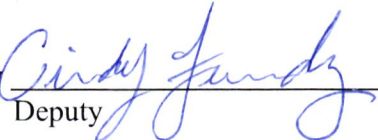
APPROVED AS TO FORM:

ATTEST:

MINH TRAN
County Counsel

KIMBERLY A. RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

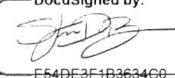
Riverside County Pollution Prevention Initiative Agreement
(FY2022/2023 to FY2026/2027)
With Western Riverside Council of Governments
MS:AMR:blm
11/10/22

**WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS**

DocuSigned by:

By: _____
559AA08D610442A...
KURT WILSON
Executive Director

APPROVAL AS TO FORM:

DocuSigned by:

By: _____
E54DE3F1B3634G0...
STEVEN DEBAUN
General Counsel

Riverside County Pollution Prevention Initiative Agreement
(FY2022/2023 to FY2026/2027)
With Western Riverside Council of Governments
MS:AMR:blm
11/10/22

Certificate Of Completion

Envelope Id: 8938EE02C7B544718ADBE246AFAF559A	Status: Completed
Subject: Complete with DocuSign: Agreement - PPI w. WRCOG_FINAL_11.10.22.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Olivia Sanchez
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3390 University Avenue
	#200
	Riverside, CA 92501
	osanchez@wrcog.us
	IP Address: 97.90.195.34

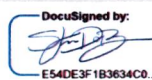
Record Tracking

Status: Original	Holder: Olivia Sanchez	Location: DocuSign
11/14/2022 11:48:31 AM	osanchez@wrcog.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Western Riverside Council of Governments	Location: DocuSign

Signer Events

Steven DeBaun
 Steven.DeBaun@BBKLAW.COM
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 74.116.243.2

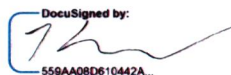
Timestamp

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 Viewed: 11/14/2022 1:17:28 PM
 Signed: 11/14/2022 1:18:35 PM

Electronic Record and Signature Disclosure:

Accepted: 6/9/2022 8:16:10 AM
 ID: b78dbf0d-57d6-48ed-9df0-738e03c9202a

Kurt Wilson
 kwilson@wrcog.us
 Executive Director
 WRCOG
 Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
 Using IP Address: 192.109.205.173
 Signed using mobile

Sent: 11/14/2022 1:18:36 PM
 Viewed: 11/15/2022 4:06:42 AM
 Signed: 11/15/2022 4:07:10 AM

Electronic Record and Signature Disclosure:

Accepted: 5/17/2022 9:28:03 AM
 ID: eb5e7097-800b-4005-a737-6106562b6800

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events**Status****Timestamp**

Janis Leonard
jleonard@wrcog.us

COPIED

Sent: 11/15/2022 4:07:11 AM

Administrative Services Manager

Western Riverside Council of Governments

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/13/2022 12:38:13 PM

ID: 10a7b92f-7288-4afd-9d71-52c174d58569

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

11/14/2022 12:08:52 PM

Certified Delivered

Security Checked

11/15/2022 4:06:42 AM

Signing Complete

Security Checked

11/15/2022 4:07:10 AM

Completed

Security Checked

11/15/2022 4:07:11 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**