

FORM APPROVED COUNTY COUNSEL
 BY: JIMMY H. RA 6/18/09
 DATE

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

325



SUBMITTAL DATE:
 June 30, 2009

FROM: Community Health Agency/Environmental Health

SUBJECT: Support for Regional NPDES Program Activities
 Contract Agreement Amendment No. 1

RECOMMENDED MOTION:

Approve Amendment No. 1 to the Contract Agreement between the Flood Control and Water Conservation District and Community Health Agency, Department of Environmental Health (DEH); and authorize the Chairman to execute the Amendment documents on behalf of the Department.

BACKGROUND: Since 1999, the Flood Control District, as part of its area-wide municipal stormwater management program, has provided funding to the DEH in support of its commercial/industrial business Compliance Assistance Program (CAP). This amendment continues the existing funding arrangement for this program through Fiscal Year 2013-2014.

(Continued on Page 2)

Departmental Concurrence

Steve Van Stockum

SVS:KJ:rz

Steve Van Stockum, Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 275,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	FY 09-10 to 13-14

SOURCE OF FUNDS: NPDES Benefit assessments levied in the Santa Ana, Whitewater, and Santa Margarita Benefit Assessment areas.	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 4/20/04, 3.8 | District: All | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.17

**ENVIRONMENTAL HEALTH
BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

SUBJECT: Support for Regional NPDES Program Activities
Contract Agreement Amendment No. 1.

SUBMITTAL DATE: June 30, 2009

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BACKGROUND (continued):

The CAP conducts education and outreach to the commercial/industrial sector, providing information on stormwater best management practices, stormwater permitting requirements, and prohibitions against non-stormwater discharges. In addition, through stormwater surveys, feedback regarding the compliance status of commercial/industrial facilities will be provided to municipal stormwater permittees and the Regional Water Quality Control Boards.

These efforts will be performed in conjunction with existing facility inspection programs conducted by the DEH's Hazardous Materials Management Division and District Environmental Services Division.

This amendment is necessary to reimburse DEH for field services in support of the Countywide NPDES program.

This matter is also on the County Flood Control and Water Conservation District Agenda this same date.

County Counsel has approved this amendment as to legal form.

FINANCIAL:

Funding for the Compliance Assistance Program will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas for fiscal years 2009-10 through 2013-14.

CONTRACT AGREEMENT**SUPPORT FOR REGIONAL
NPDES PROGRAM ACTIVITIES
AMENDMENT NO. 1**

This First Amendment to the Agreement, by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the COUNTY OF RIVERSIDE, on behalf of its COMMUNITY HEALTH AGENCY, DEPARTMENT OF ENVIRONMENTAL HEALTH, hereinafter called "COUNTY" and "DEPARTMENT", respectively, is hereby made and entered into as follows:

RECITALS

A. On April 20, 2004, DISTRICT and COUNTY entered into an Agreement, hereinafter called "AGREEMENT", that provided for DEPARTMENT to perform NPDES Program Activities for DISTRICT in support of DISTRICT'S Commercial/Industrial Compliance Assistance Program; and

B. DISTRICT and COUNTY desire that AGREEMENT recognize that responsibility for the Household Hazardous Waste/Anti-Freezer, Batteries, Oil and Paint (HHW/ABOP) Collection Program has been transferred from DEPARTMENT to COUNTY'S Waste Management Department, is now addressed through a separate Cooperative Agreement between DISTRICT and the Waste Management Department, and is no longer required to be covered under AGREEMENT; and

C. DISTRICT and COUNTY desire that AGREEMENT recognize that responsibility for NPDES industrial and food service business inspections in the unincorporated portions of COUNTY are now conducted by COUNTY'S Building and Safety Department and are no longer required to be covered under AGREEMENT; and

D. DISTRICT and COUNTY desire to restate the Scope of Services to be provided by DEPARTMENT by replacing Attachment "A" in its entirety; and

1 E. DISTRICT and COUNTY desire to extend the term of AGREEMENT for an
2 additional period of five years from its prior expiration date of June 30, 2009; and

3 F. DISTRICT and COUNTY desire to acknowledge and affirm that
4 DEPARTMENT has continued to provide services to DISTRICT beyond the original term of
5 AGREEMENT in anticipation of the approval and execution of this Amendment No. 1 by
6 DISTRICT and COUNTY.

7
8 Now, therefore, the parties hereto mutually agree to amend AGREEMENT as follows:

9 1. Attachment "A" is replaced in its entirety by the new Attachment "A" attached
10 hereto and made a part hereof.

11 2. Recital P of AGREEMENT is renumbered as Recital R of AGREEMENT.

12 3. New Recital P of AGREEMENT is added to read:

13 "P. WHEREAS, the Household Hazardous Waste/Anti-Freeze, Batteries,
14 Oil and Paint (HHW/ABOP) Collection Program is now conducted by
15 COUNTY'S Waste Management Department and is no longer required
16 to be covered under this AGREEMENT; and"

17
18 4. New Recital Q of AGREEMENT is added to read:

19 "Q. WHEREAS, NPDES industrial and food service business inspections in
20 the unincorporated portions of COUNTY are now conducted by
21 COUNTY'S Building and Safety Department and are no longer required
22 to be covered under this AGREEMENT; and"

23
24 5. Section 1 of AGREEMENT is replaced in its entirety to read:

25 "1. NPDES PROGRAM ACTIVITIES. DEPARTMENT will perform
26 certain NPDES PROGRAM ACTIVITIES as long as adequate
27 manpower is available within DEPARTMENT'S staff and
28 reimbursement from DISTRICT is sufficient to perform the activities

1 agreed to including the following: Hazardous materials/food facilities
2 surveys (FIELD SERVICES) and enforcement actions
3 (ENFORCEMENT ACTIONS/LITIGATION SUPPORT). A scope of
4 services and budget for FIELD SERVICES and ENFORCEMENT
5 ACTIONS/LITIGATION SUPPORT) are described in Attachment "A"
6 hereto."
7

- 8 6. Subsection 1.(a) of AGREEMENT is deleted and replaced in its entirety to
9 read:

10 "(a) This Section Intentionally Left Blank."

- 11 7. Subsection 1.(b) of AGREEMENT is deleted and replaced in its entirety to
12 read:

13 "(b) This Section Intentionally Left Blank."

- 14 8. Subsection 1.(c) of AGREEMENT is replaced in its entirety to read:

15 "(c) FIELD SERVICES

16
17 As requested by DISTRICT and described in Attachment "A",
18 DEPARTMENT shall:

- 19 (i) Provide NPDES Program support by distributing NPDES guidance
20 materials (NPDES Stormwater Program Compliance and BMP
21 information) and performing facility surveys at selected hazardous
22 materials/food facilities that are within the purview of the existing
23 facility inspection programs within the incorporated areas of the
24 COUNTY conducted by the Hazardous Materials Management
25 Division (HMMD) and/or the District Environmental Services
26 Division (DESD)."
27

- 28 9. Subsection 2.(b) of AGREEMENT is replaced in its entirety to read:

1 "(b) DISTRICT and DEPARTMENT staff shall summarize the scope,
2 priorities and projected costs for NPDES PROGRAM ACTIVITIES in a
3 document entitled "Scope of Services for the Department of
4 Environmental Health NPDES Program Activities" (Attachment "A")
5 which will serve as a basis for services to be rendered under a proposed
6 agreement for each fiscal year through Fiscal year 2013/2014."
7

- 8 10. Subsection 2.(c) of AGREEMENT is deleted and replaced in its entirety to
9 read:

10 "(c) This Section Intentionally Left Blank."

- 11 11. Section 3 of AGREEMENT is deleted and replaced in its entirety to read:

12 "3. This Section Intentionally Left Blank."

- 13 12. Subsection 5.(a) of AGREEMENT is replaced in its entirety to read:

14 "(a) Narrative describing the FIELD SERVICES and ENFORCEMENT
15 ACTIONS/LITIGATION SUPPORT, performed by DEPARTMENT
16 (pursuant to this CONTRACT AGREEMENT) during the prior fiscal
17 year."
18

- 19 13. Subsection 5.(b) of AGREEMENT is deleted and replaced in its entirety to
20 read:

21 "(b) This Section Intentionally Left Blank."

- 22 14. Section 6 of AGREEMENT is deleted and replaced in its entirety to read:

23 "6. This Section Intentionally Left Blank."

- 24 15. Section 7 of AGREEMENT is replaced in its entirety to read:

25 "7. PAYMENT. Payment for FIELD SERVICES and ENFORCEMENT
26 ACTIONS/LITIGATION SUPPORT will be billed to DISTRICT on a
27 quarterly basis throughout the fiscal year.
28

1 DISTRICT shall reimburse DEPARTMENT at the hourly rate approved
2 by the Board of Supervisors in County Ordinance No. 640 for the
3 HHMD and DESD Divisions for FIELD SERVICES for the NPDES
4 Program. In addition, DEPARTMENT shall be reimbursed for the
5 direct costs of materials and equipment that may be used by
6 DEPARTMENT in performing NPDES related services. Total
7 reimbursement shall not exceed the amount agreed to per Section 2
8 above.
9

10 Once each quarter, DEPARTMENT shall submit to DISTRICT a
11 quarterly billing statement (invoice) that itemizes the costs for
12 personnel, legal services, equipment and materials costs incurred for
13 REIMBURSEMENT. The DISTRICT shall reimburse costs of
14 DEPARTMENT within 30 days upon receipt of DEPARTMENT'S
15 invoice."
16

17
18 16. Section 11 of AGREEMENT is replaced in its entirety to read:

19 "11. TERM OF AGREEMENT. This CONTRACT AGREEMENT shall
20 commence on July 1, 2009, and shall continue in effect until June 30,
21 2014."
22

23 17. Section 12 of AGREEMENT is replaced in its entirety to read:

24 "12. TERMINATION OF AGREEMENT. Either party may terminate the
25 provision of this CONTRACT AGREEMENT related to activities
26 performed pursuant to FIELD SERVICES portion of this CONTRACT
27 AGREEMENT subject to three (3) months written notice thereof."
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18. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of said AGREEMENT shall remain in full force and effect between the parties hereto.

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

(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

WARREN D. WILLIAMS
General Manager-Chief Engineer

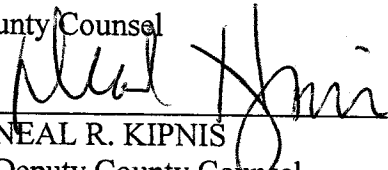
By
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL: **COUNTY OF RIVERSIDE**


STEVE VAN STOCKUM
Director


By
JEFF STONE, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
JENNY RA
Deputy County Counsel

By
Deputy

(SEAL)

Contract Agreement – Amendment No. 1

6/17/09

JPS:blj

Attachment A

Scope of Services For the Department of Environmental Health NPDES Urban Runoff Field Services Program Activities

First Year (FY 2009-2010)

Task 1 - Conduct education and outreach and inspect for compliance with City stormwater ordinances at approximately 6800 industrial and commercial facilities that are routinely inspected by Hazardous Materials Management Division (HMMD) and District Environmental Services Division (DESD) staff within the incorporated areas of the County. HMMD and DESD staff may, at their discretion, notify the appropriate Co-Permittee of perceived significant Stormwater Ordinance violations. The DISTRICT shall provide HMMD and DESD staff with current Co-Permittee contact information. HMMD staff shall also ask facility representatives if they have a General Industrial Stormwater Permit Storm Water Pollution Prevention Plan (SWPPP) on site. In addition, Environmental Health will distribute NPDES program information to facilities normally inspected by existing HMMD and DESD inspection programs. Appropriate Stormwater education materials describing stormwater regulations and Best Management Practices will be provided by DISTRICT'S StormWater/CleanWater Protection Program (SW/CWPP).

Task 2 – HMMD and DESD field staff shall complete Stormwater Compliance Survey forms approved by the DEPARTMENT and the DISTRICT annually beginning in FY 09/10 (or until such time as priorities for facilities are defined) as follows:

- High Priority Facilities (underground storage tanks) – Annually;
- Medium Priority facilities (other facilities handling hazardous materials inspected by HMMD) – Twice during the contract term;
- Low Priority facilities (restaurants and other facilities inspected by DESD) – once during the contract term

The District may request a change in prioritization of inspections during the Annual Program Review. Such a change will be evaluated by HMMD and DESD for feasibility based on the capabilities of the department and frequencies of existing inspection programs.

Facilities inspected by the RWQCB in a given year need not be surveyed by HMMD or DESD during the same year. To facilitate this, Regional Board staff will post a list of facilities inspected on the website or make this information available to the Co-Permittees by other pre-arranged means. Completed forms will be forwarded to DISTRICT monthly. If HMMD and DESD field staff observe a perceived violation of stormwater ordinances during an inspection not otherwise scheduled for a stormwater compliance survey, they may initiate an additional stormwater compliance survey to address the perceived violation.

Task 3 - DEPARTMENT will provide Co-Permittees an electronic spreadsheet of facilities included in their inspection program. In addition, DEPARTMENT will prepare a year-end report as specified in Section 5 of this agreement.

Task 4 - DEPARTMENT'S HMMD will provide staff support for major enforcement actions via the Environmental Crimes Task Force.

Attachment A

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Task 5 - HMMD shall provide Co-Permittees and RWQCB with information regarding industrial "non-filers", (i.e., facilities that are required to obtain coverage under the State General Permit for Discharges of Storm Water Associated With Industrial Activities (97-03-DWQ)) using HMMD database information, e.g., SIC codes, Dun and Bradstreet, etc.

Task 6 - As needed, modify existing policies and procedures pertaining to survey protocols and reporting procedures.

Task 7 - HMMD and DESD staff will attend training annually or within six months of starting field duties (new hires) to address the following requirements:

The General Industrial Activities Storm Water Permit

Santa Ana RWQWCB Board Order No. R8-2002-0011, sections IX.B.10 & IX.C.13:

- The Storm Water Ordinances
- Order No. R8-2002-0011 (the Riverside County Municipal Storm Water Permit adopted by the SARWQCB)
- The Santa Ana Region Drainage Area Management Plan (DAMP)
- The revised Enforcement/Compliance Strategy (DAMP section 8)
- Pollution Prevention Plans
- Implementation and maintenance of BMPs for commercial sites

San Diego RWQWCB Board Order No. R9-2004-001, section H.2 or its successor

- The Storm Water Ordinances
- Tentative Order No. R9-2004-001

Colorado River Basin RWQCB Board Order No. R7-2008-0001, or its successor

- The Storm Water Ordinances
- Order No. R7-2008-0001

Attachment A

FIELD SERVICES BUDGET ESTIMATE FY 2009/2010

FY 2009-10		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1, 2, 3, 5 and 6	DESD	1500	30	\$145	\$108,750	
	HMMD (Includes any necessary administrative support time)	1309	30	\$189	\$123,700	
Task 7	Training	No. of Staff				
	DESD	53	120	\$145	\$ 15,370	
	HMMD	27	120	\$189	<u>\$ 10,206</u>	
					\$258,026	
	Enforcement/Contingency				\$ 16,974	
Task 4	GRAND TOTAL				\$275,000	
						\$275,000