

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

367



FROM: Waste Management Department

SUBMITTAL DATE:
June 17, 2010

SUBJECT: Agreement between County and City of Corona for Maintenance of the Corona Sanitary Landfill in Exchange for Payments to County

RECOMMENDED MOTION: That the Board Supervisors approve the Agreement between City of Corona and the County of Riverside at the Closed Corona Sanitary Landfill, and authorize the Chairman to execute the Agreement on behalf of the Board.

BACKGROUND: The City of Corona has requested that the Department take over the operation and maintenance of the landfill gas collection system and flare station at the Corona Landfill in consideration of the Department's known expertise in this area. Discussions over the past few years between staff and both agencies has resulted in the attached Agreement, wherein a cost sharing arrangement has been reached, given the partial ownership of both agencies and prior operation of the landfill by the County through a lease that expired in March of 2008 on City land. (continued)

Hans W. Kernkamp, General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: DATE: 6/17/10
NEAL R. KIPNIS
6Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$116,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	No
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: Remediation Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Alex Gann

County Executive Office Signature

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: | **District:** 2nd | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

12.2

F11 – Agreement between County and City of Corona for Maintenance of the Corona Sanitary Landfill in Exchange for Payments to County

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History

The City negotiated with a private contractor in 1984 to have a gas collection system and gas-to-energy facility installed and received 12% of power sales revenue in exchange for gas rights at the Corona landfill. The Department received one quarter of the 12% power sales revenue received by the City, and the private contractor operated the landfill gas collection system and gas-to-energy facility for the next 20 years until December 31, 2003. The gas collection and gas-to-energy facility was turned over to the City from the private contractor in January 2004 and the City attempted to continue operation of the 300 kWh gas-to-energy facility until the cost of operating it exceeded the revenue received. At that time, the Department assisted the City by providing specifications for a flare station in June 2004, which the City installed at their cost in June 2005 and then terminated operation of the gas-to-energy facility.

To date, the Department has performed all of the maintenance and monitoring of the landfill, aside from the City's operation of the landfill gas collection and flaring system. The Department closed the site in compliance with applicable regulations in 1992 and since that time has been performing Post Closure Maintenance at the Corona Landfill (approximately 18 years). The Department has maintained/repaired drainage structures, roads, erosion and fencing, while also installing groundwater monitoring wells and perimeter gas probes. The Department collects surface water, air, gas and groundwater samples for analysis by certified laboratories as required by Federal, State and local rules and regulations. The Department also prepares and submits various reports to the South Coast Air Quality Management District (SCAQMD), California Department of Resources Recycling and Recovery (CalRecycle), Riverside County Health Department – Local Enforcement Agency (LEA) and Santa Ana Regional Water Quality Control Board (SARWQCB). These actions have been completed at the sole expense of the Department, even though both the City and the Department own the landfill.

Agreement

The Department has reviewed and investigated the cost of operating the Corona Landfill gas collection and flaring system and believes that the costs are comparable to the operation of the County's 10 existing flare and gas collection systems. The Department is amenable to taking over the Corona flare and gas collection system and the following are key terms required of the City within the Agreement:

1. Share the estimated \$36,000 per year operations and maintenance cost with the County (\$18,000/year, for nineteen years).
2. Pay \$80,000 up front to the Department to upgrade the dilapidated gas well assemblies and 2,840 linear feet of PVC well lateral piping to HDPE pipe, and to replace or reinforce 10% of the larger PVC header pipes. This cost is based on the Department's experience with PVC gas collection systems at other sites and their respective maintenance issues.
3. Sign the permitting documents for the SARWQCB's Waste Discharge Requirements.
4. Transfer landfill gas rights to the County.
5. Allow landfill gas condensate from the Corona landfill to gravity feed to City's sewer system on-site at no cost or restrictions.
6. Agree to have equal financial responsibility for efforts to perform any required future remediation efforts required by local, state, or federal agencies during the term of the agreement.
7. Agree to share and work mutually together in times of "Uncontrollable Circumstances".

F11 – Agreement between County and City of Corona for Maintenance of the Corona Sanitary Landfill in Exchange for Payments to County

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The Department would absorb the administrative costs of transferring the system over in light of the commitments made by the City. The Department's budget will be amended during a quarterly adjustment to cover the forecasted expenses and has sufficient revenue to cover the cost.

In addition, the Department has determined that this agreement is exempt under California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15061, subdivision (b)(3), 15272, and 15301. The Department will file a Notice of Exemption within 72 hours of Board approval. County Counsel has reviewed and staff recommends approval of the agreement.

HWK:jrm:mdh
PD# 60433v3

1 WHEREAS, COUNTY has taken responsibility for closure, post-closure maintenance and
2 environmental monitoring; and,

3 WHEREAS, COUNTY has well developed and established post-closure, environmental
4 monitoring and landfill gas and flare station operation programs.

5 NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein
6 contained, the Parties mutually agree as follows:

7 **1. TERM OF AGREEMENT**

8 This Agreement shall be effective upon full execution by all Parties and shall automatically terminate on
9 October 21, 2028, unless there are Uncontrollable Circumstances or future remediation costs that extend
10 beyond October 21, 2028, in which case the CITY and COUNTY shall continue to share the financial
11 costs of conducting these efforts.

12 **2. COUNTY'S DUTIES**

13 COUNTY agrees to provide and/or perform the following services related to maintenance and monitoring
14 at the closed Corona Sanitary Landfill:

15 2.1. Provide thirty (30) years of post-closure maintenance (deemed to have commenced on October
16 21, 1998), consisting of the following: erosion control and repair; weed abatement; road
17 maintenance; litter control; fence maintenance and repair; permit acquisition or modification; and
18 any data collecting, reporting or notifications to various local, state, and federal agencies.

19 2.2. Provide environmental monitoring consisting of the following: South Coast Air Quality
20 Management District (SCAQMD) Rule 1150.1 air and gas monitoring or sampling; Santa Ana
21 Regional Water Quality Control Board (SARWQCB) storm water sampling, groundwater
22 sampling, landfill gas condensate sampling; Local Enforcement Agency (LEA) landfill gas
23 detection perimeter probe installation, repair, monitoring and sampling; permit acquisition or
24 modification; and any data collecting, reporting or notifications to various local, state, and federal
25 agencies.

1 2.3. Provide operation and maintenance of the landfill gas collection system and flare station
2 consisting of the following: installation, maintenance and repair of gas wells, gas monitoring
3 assemblies, lateral pipes, header pipes, valves, ports and condensate lines; monitoring and
4 adjustment of landfill gas collection system; maintenance, repair and operation of flare station;
5 maintaining weekly flare logs; arranging and providing annual flare source emissions test; landfill
6 gas condensate collection and disposal to CITY sewer line; permit acquisition or modification;
7 and any data collecting, reporting or notifications to various local, state, and federal agencies.

8 2.4. Cooperate with CITY to transfer utilities and permits to the County as necessary to accomplish
9 responsibilities as outlined in this Agreement.

10 **3. CITY'S DUTIES**

11 CITY agrees to provide and/or perform the following:

12 3.1. Within 30 days of approval of this Agreement by both CITY and COUNTY, pay the COUNTY a
13 one time payment of \$80,000 to be used for repair of the aging landfill gas collection system.

14 3.2. Pay the COUNTY \$18,000 per year for nineteen (19) years, with the first annual installment due
15 30 days after approval of this Agreement by both CITY and COUNTY and then annually each
16 year thereafter. These funds will be used by the COUNTY to offset an estimated fifty percent
17 (50%) of the cost associated with operation and maintenance of the landfill gas collection system
18 and flare station for the remaining post-closure care period.

19 3.3. Transfer any landfill gas rights to COUNTY.

20 3.4. Sign any and all permitting documents for Corona Sanitary Landfill (for example, the
21 SARWQCB's Waste Discharge Requirements).

22 3.5. Allow all landfill gas condensate generated at the Corona Sanitary Landfill to gravity feed to the
23 CITY'S sewer system at no cost or restrictions to the COUNTY.

24 3.6. Cooperate with the COUNTY to transfer any and all utilities and permits necessary for
25 COUNTY to perform its obligations contained herein.

1 3.7. Release to COUNTY all documentation in possession of or controlled by the City associated with
2 gas collection system, flare station and master drainage facilities (both onsite and offsite) to
3 include but not limited to: Flare Operations Manual, maps, drawings, permits, inspection logs,
4 and reports, drainage area studies, hydrology studies, etc.

5 3.8. Allow 60 days to transfer phone and electrical service from CITY to COUNTY after the approval
6 of this Agreement.

7 3.9. Immediately upon approval of this Agreement by both CITY and COUNTY, CITY shall be
8 deemed to have transferred to COUNTY all ownership rights in the landfill gas flare and
9 collection system as well as any appurtenances; and CITY shall sign any additional documents
10 requested by COUNTY to effect this transfer.

11 4. COUNTY APPROVAL OF WORK

12 Any proposed work to be completed by the CITY, its representatives, contractors or consultants,
13 located anywhere on the closed Corona Sanitary Landfill property that may disrupt post-closure
14 maintenance activities, environmental monitoring and sampling activities, operation of the gas
15 collection system and flare station, or determined to potentially do any harm to the environment,
16 as reasonably determined by COUNTY, is strictly subject to COUNTY's prior written approval
17 of a "Workplan" to be submitted by CITY, its representatives, contractors or consultants.
18 However, such approval from the County of the Workplan shall not be withheld unless
19 COUNTY provides a written statement of the reasons for withholding approval, which shall
20 consist of specific descriptions of how the proposed Workplan will disrupt or compromise post-
21 closure maintenance activities, environmental monitoring and sampling activities, operation of
22 the gas collection system and flare station, or do harm to the environment. If COUNTY
23 withholds approval of a proposed Workplan, COUNTY shall work diligently with CITY, its
24 representatives, contractors, or consultants to approve a Workplan that is acceptable to

1 COUNTY. The "Workplan" at a minimum shall include but shall not be limited to: a clear
2 description of the scope of work contemplated; a clear description outlining how the disruption
3 to the COUNTY's monitoring and maintenance responsibilities will be mitigated; maps
4 sufficient to analyze impacts to existing facilities; locations of proposed
5 investigation/disturbance (i.e., borings, compaction tests, excavations, etc.); any necessary
6 regulatory permits (or a commitment to obtain such permits, if COUNTY's approval of the
7 Workplan is a prerequisite for the issuance of such permits); equipment types and specifications;
8 schedule of activities; and a Health and Safety Plan. CITY shall provide additional information,
9 or satisfy any additional requirements, as may be reasonably required by COUNTY prior to the
10 start of any work in order to allow COUNTY to evaluate the Workplan. COUNTY may, in its
11 discretion, submit the "Workplan" for review and approval (if legally required) by the following
12 entities: California Regional Water Quality Control Board, California Integrated Waste
13 Management Board, Riverside County Department of Environment Health (Local Enforcement
14 Agency), and the South Coast Air Quality Management District. To the extent that COUNTY
15 believes that any other regulatory body or agency has authority over the closed Corona Sanitary
16 Landfill now or in the future, and COUNTY wishes to submit a Workplan for such body or
17 agency's review and approval, COUNTY and CITY shall meet and confer regarding whether
18 such body or agency actually has regulatory authority. COUNTY may make its approval of a
19 Workplan contingent upon approval by the regulatory bodies or agencies to which COUNTY has
20 submitted the Workplan pursuant to this section.

21 **5. HOLD HARMLESS**

22 5.1. CITY shall indemnify and hold harmless the County of Riverside, its Agencies and Departments,
23 their respective directors, officers, Board of Supervisors, elected and appointed officials,
24 employees, agents and representatives (the "COUNTY'S Indemnified Parties") from any liability,

1 claim, action or damage whatsoever except to the extent a particular claim arises out of the
2 negligence or misconduct of COUNTY and/or the COUNTY's Indemnified Parties, including but
3 not limited to, property damage, bodily injury, or death, based upon any act or omission of CITY,
4 its officers, employees, contractors, agents or representatives arising out of or in any way relating
5 to this Agreement or their activities at or for the Corona Sanitary Landfill; and CITY shall defend
6 at its sole expense and pay all costs and fees, including but not limited to, attorney fees, cost of
7 investigation, defense and settlements or awards, on behalf of the COUNTY'S Indemnified
8 Parties in any such claim or action.

9 5.2. COUNTY shall indemnify and hold harmless CITY, its officers, elected and appointed officials,
10 employees, agents and representatives (the "CITY'S Indemnified Parties") from any liability,
11 claim, damage or action whatsoever except to the extent a particular claims arises out of the
12 negligence or misconduct of CITY, including but not limited to, property damage, bodily injury,
13 or death, based upon any act or omission of COUNTY, its Agencies and Departments, their
14 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
15 agents and representatives arising out of or in any way relating to this Agreement; and COUNTY
16 shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney
17 fees, cost of investigation, defense and settlements or awards, on behalf of the CITY'S
18 Indemnified Parties in any claim or action based upon such liability.

19 5.3. The provisions of this section shall survive the termination of this Agreement.

20 **6. UNCONTROLLABLE CIRCUMSTANCE(S)**

21 6.1. "Uncontrollable Circumstance(s)" means any act, event or condition outside either Party's control
22 that is not the result of willful or negligent action or inaction on the part of such Party, which
23 materially and adversely affects the ability of either Party to perform any of its obligations
24 hereunder, and shall include:

25 6.1.1. Any labor action, other than a labor action by the employees of COUNTY or CITY.

1 6.1.2. The failure of any appropriate federal, State, County, or local public agency or private
2 utility having operational jurisdiction in the area in which the Corona Sanitary Landfill is
3 located, to provide and maintain utilities, services, water, sewer or power transmission
4 lines.;

5 6.1.3. A change in laws or regulations applicable to the Corona Sanitary Landfill or related
6 facilities;

7 6.1.4. Without limitation, "Uncontrollable Circumstance(s)" shall not include:

8 (a) Either Party's breach hereunder or failure to act in a reasonable and prudent
9 manner;

10 (b) Any change in law with respect to any taxes based on or measured by net
11 income, or any unincorporated business, payroll, franchise or employment taxes.

12 6.2. Neither Party shall be in breach of its obligations hereunder in the event, and for so long as it is
13 impossible or extremely impracticable for it to perform such obligations due to an Uncontrollable
14 Circumstance(s) if such Party exerted reasonable efforts to prevent such Uncontrollable
15 Circumstance(s). Upon the occurrence of any Uncontrollable Circumstance(s) CITY shall
16 continue to pay COUNTY annually as stated in 3.2 of this Agreement. COUNTY agrees to use
17 its reasonable efforts during such period to reduce costs and expenses related to such
18 Uncontrollable Circumstance(s). Any additional cost associated with operations and maintenance
19 of the landfill gas collection system and flare station caused by Uncontrollable Circumstance(s)
20 shall be paid equally by CITY and COUNTY for the duration of this Agreement. Any savings
21 associated with operations and maintenance of the landfill gas collection system and flare station
22 caused by Uncontrollable Circumstance(s) shall be shared equally by CITY and COUNTY for the
23 duration of this Agreement. COUNTY and CITY mutually agree to cooperate to the fullest
24 extent during any Uncontrollable Circumstance(s), in which both parties agree to provide timely
25 access to data, information and personnel.
26

1 6.3. The Party experiencing Uncontrollable Circumstance(s) shall give immediate written notice
2 thereof to the other Party, including describing the Uncontrollable Circumstance(s).

3 **7. MUTUAL REMEDIATION RESPONSIBILITY**

4 CITY and COUNTY agree to have equal financial responsibility for efforts to perform any future
5 remediation efforts required by any local, state or federal agency during the term of this Agreement.

6 COUNTY and CITY mutually agree to cooperate to its fullest extent in the case of any future remediation
7 requirements, including but not limited to providing the other Party with timely access to data,
8 information, personnel and funding.

9 **8. ADMINISTRATION**

10 8.1. COUNTY's Waste Management Department General Manager-Chief Engineer (or designee)
11 shall administer this Agreement on behalf of COUNTY.

12 8.2. The City Manager, or designee, shall administer this Agreement on behalf of CITY.

13 **9. ALTERATION**

14 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed
15 by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on
16 any of the parties hereto.

17 **10. TERMINATION**

18 COUNTY shall have the right to terminate this Agreement immediately in the event CITY fails to
19 perform any of its duties or obligations hereunder and fails to remedy such non-performance within thirty
20 (30) days of receipt of written notice of non-performance from COUNTY. CITY shall have the right to
21 terminate this Agreement immediately in the event COUNTY fails to perform any of its duties or
22 obligations hereunder and fails to remedy such non-performance within thirty (30) days of receipt of
23 written notice of non-performance from CITY.

24 **11. ENTIRE AGREEMENT**

1 This Agreement contains the entire agreement between the parties with respect to the subject matter
2 hereof, and supersedes all prior negotiations, understandings, or agreements both oral and written. This
3 Agreement may be amended in writing with the concurrence of both parties.
4

5 IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this
6 Agreement on the date written below.

7 RIVERSIDE COUNTY
8 WASTE MANAGEMENT DEPARTMENT
9 14310 Frederick Street
10 Moreno Valley, CA 92553

CITY OF CORONA
400 South Vicentia Avenue
Corona, CA 92882

11
12 Date: 6/17/10

Date: June 15, 2010

13
14
15

By: Karen Spiegel

16
17

Name: Karen Spiegel

18 RECOMMENDED FOR APPROVAL

Title: Mayor

19
20 By: [Signature]

21
22 Name: HANS KERNKAMP

23
24 Title: GEN. MGR - CHIEF ENG.

25
26 RIVERSIDE COUNTY

27
28 By: _____
29 Chairman, Board of Supervisors

ATTEST:

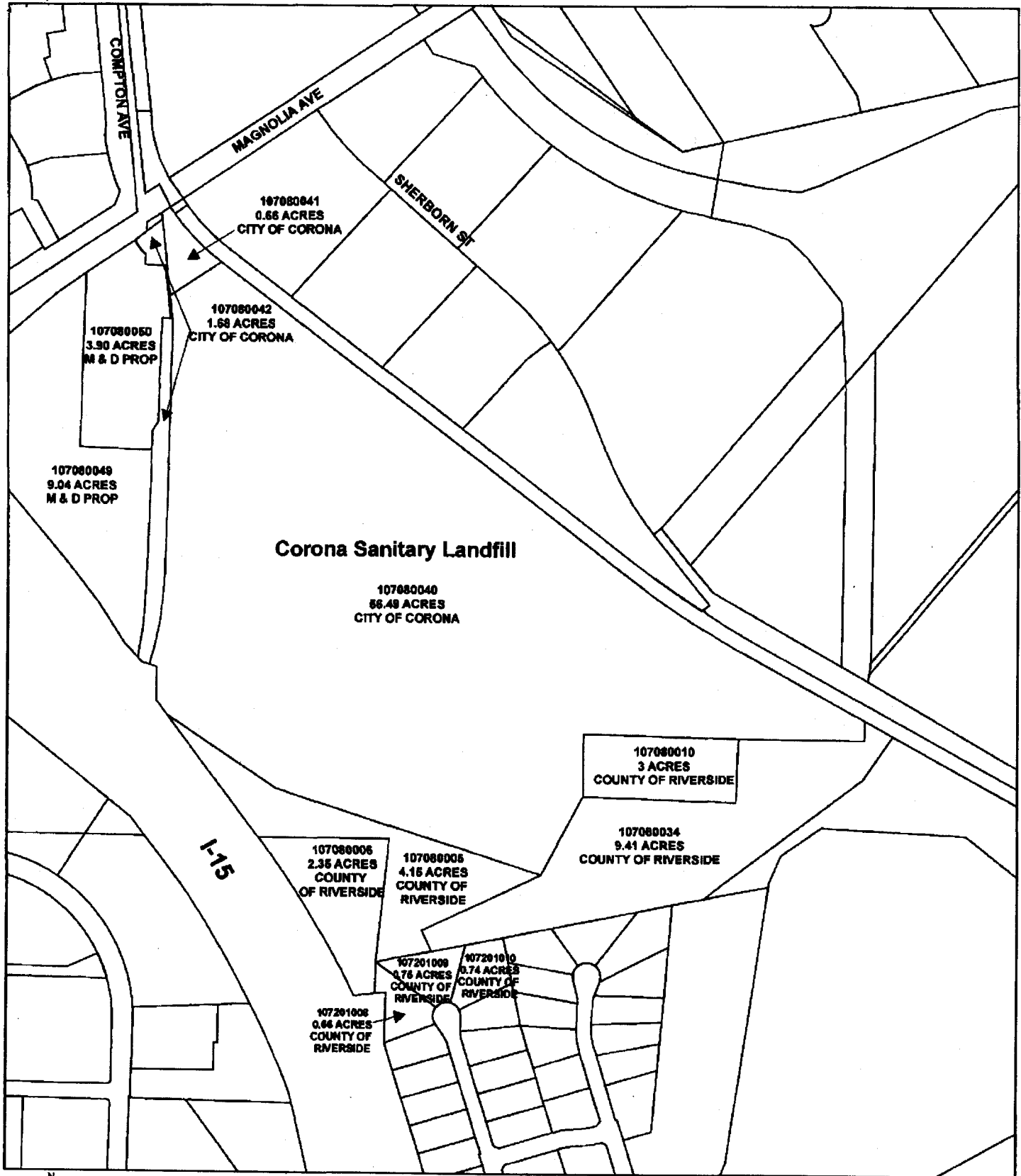
30
31 ATTEST:

32
33 By: _____
34 Clerk of the Board

[Signature]
City Clerk of the City of
Corona, California

35
36 ORANGE\AMORRIS\58141.3

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 6/17/10
NEAL R. KIPNIS DATE



City Ownership - 58.83 Acres
County Ownership - 21.06 Acres

Not To Scale

This information is made available through the Riverside County Geographic Information System. The information is for reference purposes only. It is intended to be used as base level information only and is not intended to replace any recorded documents or other public records. Contact appropriate County Department or Agency if necessary. Reference to recorded documents and public records may be necessary and is advisable.

Exhibit A
Corona Sanitary Landfill
Property Ownership