

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

235



FROM: Waste Management Department

SUBMITTAL DATE:
March 12, 2012

SUBJECT: Authorization of a Memorandum of Understanding between County of Riverside and United States Forest Service for Administering the Operation of the Idyllwild Grinding Facility

RECOMMENDED MOTION: That the Board of Supervisors authorize the Chairman to execute the Memorandum of Understanding on behalf of the Waste Management Department.

BACKGROUND: To accommodate the need for an outlet for trees being removed as a result of the Bark Beetle infestation, the County of Riverside (County), in cooperation with the United States Forest Service (USFS), began contracting the operation of the Idyllwild Grinding Facility (Facility) in 2003. Since then, Riverside County Waste Management Department (Department) has managed the contract for the grinding operation, staffed the gate, and managed the Facility. The primary operation conducted at the site is the processing of logs, brush, trees, pine needles and/or residential greenwaste generated by the cleanup and removal of brush and trees in Idyllwild and its surrounding areas. Providing an outlet for material generated by fire abatement prevents landfilling or burning of the material. (continued)



Hans W. Kernkamp, General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Cost:	\$ 0	For Fiscal Year:	2011/12

SOURCE OF 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

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 12.1 (5/17/11),
12.2 (9/13/05), 12.1 (7/15/03)

District: 3/3

Agenda Number:

12.1

FORM APPROVED COUNTY COUNSEL
BY:  3/13/12
DATE: 3/13/12
Departmental Concurrence

F11 – Authorization of a Memorandum of Understanding between County of Riverside and United States Forest Service for Administering the Operation of the Idyllwild Grinding Facility

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In order to continue the operation of the Facility, the County awarded MTS&L, Inc. (MTS&L) a contract of three (3) years (beginning May 5, 2011), renewable in yearly increments of up to two (2) years, to provide grinding services at the Facility. With the Facility located on USFS owned property and the operation of the Facility presenting a potential fire hazard, the Department consulted with USFS and the Riverside County Fire Department (FIRE). The Agreement with MTS&L lists specific responsibilities of each agency in administering the contract to operate the Facility with MTS&L. In order to formalize these responsibilities, the Department, with recommendations from FIRE and USFS, developed the attached Memorandum of Understanding (MOU). The MOU establishes each party's responsibilities concerning the operation, inspections, permit enforcement, environmental requirements, and site safety at the Idyllwild Grinding Facility.

Both USFS and FIRE have signed the attached MOU and the Department recommends approval and final execution by the Board.

PD# 112156

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3 **MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF**
4 **RIVERSIDE ON BEHALF OF ITS FIRE AND WASTE MANAGEMENT**
5 **DEPARTMENTS, AND THE USDA, FOREST SERVICE, SAN BERNARDINO**
6 **NATIONAL FOREST**
7 **FOR**
8 **OPERATION OF THE IDYLLWILD GRINDING FACILITY**
9

10 1. THIS AGREEMENT is made and entered into this ____ day of _____,
11 2012 by and between the COUNTY OF RIVERSIDE ("COUNTY"), on behalf of its FIRE
12 DEPARTMENT ("FIRE") and its WASTE MANAGEMENT DEPARTMENT
13 ("RCWMD"), and the USDA, FOREST SERVICE, SAN BERNARDINO NATIONAL
14 FOREST ("USFS"). This Memorandum of Understanding establishes the responsibilities of
15 each party concerning the operation, inspection, and enforcement of all permits,
16 environmental requirements, site safety, and laws and regulations pertaining to the Idyllwild
Grinding Facility.

17 2. **RECITALS:**

18 USFS, FIRE and the RCWMD are working together to provide a facility at the Old Idyllwild
19 Dump site for the processing of debris from fire abatement which may include logs, brush,
20 trees, pine needles and/or residential greenwaste in the Idyllwild area. By contracting the
21 operation of a Grinding Facility at the Old Idyllwild landfill, hereinafter called "FACILITY",
22 material generated by fire abatement can be processed rather than landfilled or burned.
23 RCWMD and FIRE are seeking to award a private entity, hereinafter called
24 "CONTRACTOR", to operate the Idyllwild Grinding Facility on a per ton cost to process
25 incoming debris. The CONTRACTOR will enter into a service agreement with RCWMD

1 and FIRE, hereinafter called "CONTRACT", to operate the FACILITY for a three year term,
2 with the option to renew for up to two (2) years, renewable in one year increments by written
3 amendment, unless terminated earlier. NOW, THEREFORE, in consideration of the mutual
4 promises, covenants and conditions herein contained, the Parties mutually agree as follows:

5 **3. FIRE RESPONSIBILITY**

6 FIRE will enforce applicable fire prevention laws and regulations and the Contract's Site
7 Safety Plan requirements at the Idyllwild Grinding Facility. Specifically, FIRE shall enforce
8 and implement, or cause to be implemented, the following:

9 3.1. The Site Safety Plan which includes:

10 3.1.1. Fire Suppression:

11 3.1.1.1. CONTRACTOR shall provide and maintain a minimum 2,000-gallon water
12 truck or equivalent capacity capable of applying water to any fire that may
13 start on or spread to the site as well as comply with dust abatement
14 requirements in accordance with section 3.2.4. In addition, CONTRACTOR
15 shall provide additional water storage capacity on site of at least 10,000
16 gallons dedicated solely for fire suppression purposes.

17 3.1.1.2. CONTRACTOR shall also provide approved material-handling equipment,
18 which shall be available during fire fighting operations for moving wood
19 chips, hogged material, compost and raw product produced from yard waste
20 and wood fines.

21 3.1.1.3. CONTRACTOR shall provide fully charged fire extinguishers with a
22 20A:120B:C rating that will be properly mounted in accessible and visible
23 locations every 150 feet around the perimeter of the site. "No Smoking"
24 signs shall be placed concurrently with the extinguishers and no smoking will
25 be allowed within the 4-acre facility boundary.

- 1 3.1.2. CONTRACTOR must comply with the following measures and limitations to
2 reduce the threat of fire on the site:
- 3 3.1.2.1. CONTRACTOR must establish and maintain a perimeter firebreak of at least
4 50' wide to separate native vegetation from flammable debris and processed
5 products located on the site.
- 6 3.1.2.2. Unprocessed Debris Material Pile Size: Slash brush, log scraps and needle
7 piles must be kept in piles or windrows not to exceed 200' long or 100' wide
8 or 12' high or as otherwise approved by FIRE.
- 9 3.1.2.3. Processed material shall be kept in piles or windrows not to exceed 15,000
10 cubic feet in volume and 6 feet in height or as otherwise approved by FIRE.
- 11 3.1.2.4. Drive-able alleyways of at least 10' wide must be maintained between piles
12 and windrows to allow access by firefighting equipment.
- 13 3.1.2.5. The perimeter firebreak and all alleyways must be graded to bare mineral soil
14 or other non-fire conducting surface to prevent creeping ground fire between
15 piles/windrows and the adjoining natural vegetation.
- 16 3.1.2.6. The area immediately underneath the power line that crosses the site shall not
17 have piled or windrowed material stored underneath its entire span. A clear
18 30' wide alleyway must be maintained under the power lines to separate
19 windrows or piles that may be located on either side of the power line
20 corridor.
- 21 3.1.2.7. CONTRACTOR shall monitor piles for hotspots by inspecting for vents,
22 smoke or burnt smell and by measuring the temperature of the interior of
23 piles to ensure they are not exceeding 50°C (122°F). If the temperature
24 exceeds this threshold, the CONTRACTOR shall turn the processed material
25 pile and re-measure the temperature. If after re-measuring, the pile

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temperature no longer exceeds the threshold, storage is acceptable and no emergency measures are necessary.

3.1.2.8. CONTRACTOR shall immediately contact FIRE if the processed pile temperature exceeds 50°C (122°F) after turning; or if evidence of hotspots, as defined above, exist, and shall be required to take corrective measures to remediate the fire threat as directed by FIRE.

3.1.2.9. Processed Material shall be stored for no longer than five days. Material may be stored for longer than five days provided piles are monitored for hotspots by inspecting for vents, smoke or burnt smell; and by taking the temperature of the interior of processed piles and the temperature does not exceed 50°C (122°F) and no evidence of hotspots as defined above, exist.

3.1.2.10. Commercial grade logs may be stacked for temporary storage in log decks with their boles aligned longitudinally in stable configuration to prevent logs from rolling off or out of the deck.

3.1.2.11. Welding will be prohibited on the site unless CONTRACTOR obtains a welding permit from FIRE.

3.1.3. The Fire Chief may approve modifications to the Site Safety Plan proposed by CONTRACTOR only with the written concurrence of RCWMD and USFS.

3.1.4. CONTRACTOR must provide a Traffic Control Plan for the site that is approved both by FIRE and the RCWMD prior to commencing operations.

3.2. In addition, FIRE will assist the RCWMD in enforcing other provisions of the CONTRACT by doing the following:

3.2.1. Monitor volume of incoming material and contact CONTRACTOR as necessary to coordinate processing of material to manageable levels.

- 1 3.2.2. Perform monthly review of CONTRACTOR'S Site Activity Reports for outgoing
- 2 material/product tonnage volumes and destinations of material/product leaving the
- 3 site to ensure no unapproved disposal or utilization is occurring (i.e. taken to a
- 4 landfill without approval, storing materials off-site that will contribute to the fire
- 5 or environmental hazards elsewhere).
- 6 3.2.3. Monitor National Pollutant Discharge Elimination System (NPDES) as outlined
- 7 in the CONTRACT.
- 8 3.2.4. Monitor dust control measures as outlined in the CONTRACT.
- 9 3.2.5. Monitor storage of hazardous materials (oils, coolant, fuel, contaminated soil,
- 10 etc.) as outlined in the CONTRACT.
- 11 3.2.6. Perform monthly facility inspections. Provide copies of monthly facility
- 12 inspections to RCWMD.
- 13 3.2.7. Provide emergency contact information to RCWMD and USFS.
- 14 3.2.8. Verify sufficient sanitary facilities are in place at the FACILITY for use by the
- 15 CONTRACTOR, RCWMD personnel, and public.
- 16 3.2.9. Review and respond to Riverside County Environmental Health/Local
- 17 Enforcement Agency (LEA) inspection reports in cooperation with RCWMD and
- 18 USFS. Copies of LEA inspection reports and response shall be forwarded to
- 19 USFS and RCWMD.
- 20 3.2.10. Serve as Facility Contract Administrator for fire prevention laws and regulations
- 21 and the Contract's Site Safety Plan requirements.

22 **4. USFS RESPONSIBILITY:**

23 The USFS shall be responsible for the following:

- 24 4.1. Issuance of a Special Use Permit for a greenwaste grinding site / transfer station on the
- 25 property to RCWMD for a term of 5 years.

- 1 4.2. Work with RCWMD and FIRE to address any unforeseen concerns about the operation
2 of the FACILITY and explore opportunities to improve the safety and efficiency of the
3 FACILITY.
- 4 4.3. Perform periodic fire safety inspections to ensure relevant federal fire safety regulations
5 are being met.
- 6 4.4. Assist in resolving any issues with other local, State, and Federal Agencies such as:
7 environmental documentation, compliance or clearances.
- 8 4.5. Provide Emergency Contact Information to FIRE and RCWMD.
- 9 4.6. Review and respond to LEA inspections. Copies of LEA inspection reports and
10 response shall be forwarded to FIRE and RCWMD.

11 **5. RCWMD RESPONSIBILITY:**

12 RCWMD shall be responsible for the following:

- 13 5.1. Establish hours for public access to FACILITY.
- 14 5.2. Provide labor to man the scale house a maximum 8 hours per day, five days per week
15 from December 1st through April 30th and a maximum of six days per week from May
16 1st through November 30th.
- 17 5.3. Work with FIRE and USFS to develop a temporary closure policy for FACILITY
18 during adverse weather or unsafe site conditions due to snow, heavy rain, fire activity
19 or other conditions.
- 20 5.4. Provide and maintain automated 35-foot scale.
- 21 5.5. Prepare this Memorandum of Understanding (MOU) between FIRE, USFS and
22 RCWMD.
- 23 5.6. Prepare, oversee and evaluate the request for proposals (RFP) process and prepare the
24 agreement with the awarded CONTRACTOR.
- 25

- 1 5.7. Maintain the tonnage record and provide this information to the CONTRACTOR and
2 FIRE monthly.
- 3 5.8. Provide support to FIRE, USFS and other necessary agencies in rectifying contract
4 violations.
- 5 5.9. Design and provide Site Activity Report forms to be filled out by CONTRACTOR.
- 6 5.10. Perform topographic survey prior to CONTRACTOR'S first day of facility operation.
- 7 5.11. If necessary, prepare grading plan for possible FACILITY site expansion if agreed to
8 by USFS and FIRE.
- 9 5.12. Review monthly the CONTRACTOR'S Site Activity Reports for outgoing
10 material/product tonnage volumes and destinations of material/product leaving
11 FACILITY to ensure no disapproved disposal or utilization is occurring (i.e.
12 transported to a landfill for disposal without approval, storing materials off-site where it
13 can contribute to fire or environmental hazards elsewhere).
- 14 5.13. Verify the processed material is being disposed of properly, as accepted by RCWMD.
- 15 5.14. Provide Emergency Contact Information to FIRE and USFS.
- 16 5.15. Review and respond to LEA inspection reports. Copies of LEA inspection reports and
17 response shall be forwarded to FIRE and USFS.
- 18 5.16. Serve as FACILITY Contract Administrator except for administering the enforcement
19 of fire prevention laws and regulations and the Contract's Site Safety Plan
20 requirements.
- 21 5.17. Acquire any necessary unforeseen permits required to use the property for the proposed
22 use.
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1 **6. PRINCIPAL COOPERATOR CONTACTS:**

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RCWMD Program Contact	RCWMD Administrative Contact
Name: Manuel Ruiz	Name: Andrew Cortez
Address: 14310 Frederick Street	Address: 14310 Frederick Street
City, State, Zip: Moreno Valley, CA 92553	City, State, Zip: Moreno Valley, CA 92553
Telephone: (951) 486-3239	Telephone: (951) 486-3253
FAX: (951) 486-3250	FAX: (951) 486-3250
Email: manuelruiz@co.riverside.ca.us	Email: acortez@co.riverside.ca.us

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USFS Program Manager Contact	USFS Administrative Contact
Heidi Hoggan	Teresa Porter
P.O. Box 518	1600 Tollhouse Road
Idyllwild, CA 92549	Clovis, CA 93611
909-382-2945	559-297-0706 x 4843
FAX: 951-659-2107	FAX: 559-294-4833
hhoggan@fs.fed.us	tporter@fs.fed.us

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FIRE Program Contact	FIRE Administrative Contact
Bill Weiser 210 West San Jacinto Ave. Perris, CA 92570 951-659-3337 FAX: 951-659-9697 Bill.Wesier@fire.ca.gov	Steve Diaz 210 West San Jacinto Ave. Perris, CA 92570 Office: 951-955-4777 Cell: 951-453-9241 Steve.Diaz@fire.ca.gov

7. TERM OF AGREEMENT

This Agreement shall become effective upon the date stated in the first paragraph of the MOU and shall continue in full force and effect for the term of CONTRACTOR's applicable Service Agreement, including extensions, with RCWMD and FIRE.

8. NOTICES

Any communications affecting the operations covered by this agreement given by COUNTY or USFS is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax. Any notices sent or required to be sent to either party may be mailed or delivered to the following addresses:

RIVERSIDE COUNTY FIRE DEPARTMENT 210 West San Jacinto Avenue Perris, CA 92570	UNITED STATES FOREST SERVICE P.O. Box 518 Idyllwild, CA 92549	RIVERSIDE COUNTY WASTE MANAGEMENT DEPARTMENT 14310 Frederick Streets Moreno Valley, CA 92553
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Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

1 **9. NON-LIABILITY**

2 The U.S. Forest Service does not assume liability for any third party claims for damages
3 arising out of this agreement.

4
5 **10. INSURANCE**

6 Each party represents that it is self-insured. The parties acknowledge that as public agencies
7 each shall maintain and cover the costs of its own insurance or program(s) of self insurance
8 that reasonably protects their respective responsibilities in the MOU. Any service
9 agreements entered into with the COUNTY as referenced in Section 1 shall contain
10 COUNTY standard insurance requirements for any third party CONTRACTORS.

11 **11. GENERAL**

12
13 11.1. PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts
14 COUNTY or USFS from participating in similar activities with other public or private
15 agencies, organizations, and individuals.

16 11.2. VEGETATION REMOVAL: Any vegetation removal requires USFS review and
17 approval and may be subject to Limited Operating Periods and/or Biological
18 Monitoring.

19 11.3. ENDORSEMENT: Any of COUNTY's contributions made under this MOU do not by
20 direct reference or implication convey USFS endorsement of COUNTY's products or
21 activities. Any of USFS's contributions made under this MOU do not by direct
22 reference or implication convey COUNTY endorsement of USFS's products or
23 activities.

24 11.4. NONBINDING AGREEMENT: This MOU creates no right, benefit, or trust,
25 responsibility, substantive or procedural, enforceable at law or equity. The parties shall

1 manage their respective resources and activities in a separate, coordinated and mutually
2 beneficial manner to meet the purpose(s) of this MOU.

3 11.4.1. Specific, prospective projects or activities that involve the transfer of funds,
4 services, property, and/or anything of value to a party requires the execution of
5 separate agreements and are contingent upon numerous factors, including, as
6 applicable, but not limited to: agency availability of appropriated funds and other
7 resources; cooperator availability of funds and other resources; agency and
8 cooperator administrative and legal requirements (including agency authorization
9 by statute); etc. This MOU neither provides, nor meets these criteria. If the
10 parties elect to enter into an obligation agreement that involves the transfer of
11 funds, services, property, and/or anything of value to a party, then the applicable
12 criteria must be met. Additionally, under a prospective agreement, each party
13 operates under its own laws, regulations, and/or policies, and any COUNTY or
14 USFS obligation is subject to the availability of appropriated funds and other
15 resources. The negotiation, execution, and administration of these prospective
16 agreements must comply with all applicable law.

17 11.4.2. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory
18 and regulatory authority.

19 11.5. MEMBERS OF U.S. CONGRESS: Pursuant to 41 U.S.C. 22, no U.S. member of, or
20 U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or
21 benefits that may arise therefrom, either directly or indirectly.

22 11.6. FREEDOM OF INFORMATION ACT (FOIA): Public access to MOU or agreement
23 records must not be limited, except when such records must be kept confidential and
24 would have been exempted from disclosure pursuant to Freedom of Information
25 regulations (5 U.S.C. 552).

1 11.7. PUBLIC NOTICES: It is USFS's policy to inform the public as fully as possible of its
2 programs and activities. COUNTY and/or USFS is/are encouraged to give public
3 notice of the receipt of this agreement and, from time to time, to announce progress and
4 accomplishments.

5 11.8. USFS SERVICES ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS
6 AND ELECTRONIC MEDIA: COUNTY shall acknowledge USFS support in any
7 publications, audiovisuals, and electronic media developed as a result of this MOU.
8 USFS shall acknowledge COUNTY support in any publications, audiovisuals, and
9 electronic media developed as a result of this MOU.

10 11.9. DEBARMENT AND SUSPENSION: COUNTY shall immediately inform USFS if
11 they or any of their principals are presently excluded, debarred, or suspended from
12 entering into covered transactions with the federal government according to the terms
13 of 2 CFR Part 180. Additionally, should COUNTY or any of their principals receive a
14 transmittal letter or other official Federal notice of debarment or suspension, then they
15 shall notify USFS without undue delay. This applies whether the exclusion, debarment,
16 or suspension is voluntary or involuntary.

17 11.10. WAIVER OR BREACH OF TERMS: Any waiver by FIRE, USFS or by
18 RCWMD of any breach by the other of any one or more of the terms of this Agreement
19 shall not be construed to be a waiver of any subsequent or other breach of the same or
20 of any other term thereof. Failure on the part of FIRE, USFS or of RCWMD to require
21 from the other exact, full and complete compliance with any terms of this Agreement
22 shall not be construed as in any manner changing the terms hereof, or stopping FIRE,
23 USFS or RCWMD from enforcement hereof.

24 11.11. MODIFICATIONS: This Agreement, which are incorporated by reference herein
25 constitute the entire Agreement of the parties hereto with respect to its subject matter

1 and supersedes all prior and contemporaneous representations, proposals, discussions
2 and communications, whether oral or in writing. This Agreement may be changed or
3 modified only by a written amendment signed by authorized representatives of all
4 parties.

5 **12. SIGNATORY AUTHORIZATION**

6 By signature below, each party certifies that the individual parties are authorized to act in
7 their respective areas for matters related to this MOU. IN WITNESS WHEREOF, this
8 Agreement has been executed and is effective on the date first above written.


9 RIVERSIDE COUNTY
10 FIRE DEPARTMENT
210 West San Jacinto Avenue
11 Perris, CA 92570

USDA FOREST SERVICE
SAN BERNARDINO NATIONAL FOREST
602 S. Tippecanoe Ave.
San Bernardino, CA 92408

12 Dated: _____

Dated: 2/22/12

13 RECOMMENDED FOR APPROVAL

14 By:  3/6/12
15 John R. Hawkins,
Riverside County Fire Chief

By: 
16 JODY NOIRON, Forest Supervisor,
17 U.S. Forest Service, San Bernardino National Forest

18 RIVERSIDE COUNTY
19 WASTE MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553

20 Dated: 3/15/12

21 RECOMMENDED FOR APPROVAL

22 By: 
23 Hans Kernkamp
24 General Manager-Chief Engineer
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APPROVED AS TO FORM:
FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE 9/13/12

By: _____ Dated: _____
Neal Kipnis
County Counsel

The authority and format of this agreement have been reviewed and approved for signature.

By: Teresa M. Porter Dated: 2/7/2012
TERESA M. PORTER
U.S. Forest Service Grants Management Specialist

COUNTY OF RIVERSIDE

By: _____ Dated: _____
John Tavaglione
Chairman, Board of Supervisors