

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

609



FROM: Fire

SUBMITTAL DATE:
May 2, 2013

SUBJECT: Approval of the Multi-Year Agreement for Hazardous Materials Emergency Response Team Service with the Riverside County Flood Control and Water Conservation District
District All / District All

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Multi-Year Agreement for Hazardous Materials Emergency Response Team Service with the Riverside County Flood Control and Water Conservation District, between the County of Riverside Fire Department and Flood Control and Water Conservation District; and
2. Authorize the Chairman of the Board to execute this Agreement on behalf of the County.

BACKGROUND: This Agreement is necessary for the Riverside County Flood Control and Water Conservation District to continue contributing funds to the Riverside County Fire Department's Hazardous Materials Emergency Response Team for emergency response services to control the discharge of pollutants in runoff to waters of the United States.



John R. Hawkins, County Fire Chief

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 1,825,000	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13-16/17

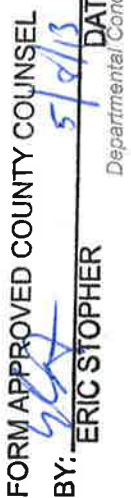
SOURCE OF FUNDS: Riverside County Flood Control and Water Conservation District	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: 
ERIC STOPHER
DATE: 5/2/13
Departmental Concurrence

Policy Policy
Consent Consent

Dept's Recomm.:
Per Exec. Ofc.:

2013 MAY 13 PM 1:02
SEAL OF THE COUNTY OF RIVERSIDE
RECEIVED RIVERSIDE COUNTY

Prev. Agn. Ref.: 07/15/08 Item 11.3 | District: All/All | Agenda Number:

3-13

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

RE: Multi-Year Agreement for Hazardous Materials Emergency Response Team
Service – FY 2012/2013 – FY 2016/2017

Date: May 2, 2013

Page 2

The National Pollutant Discharge Elimination System (NPDES) Permits for Riverside County require Riverside County's stormwater permittees (District, County of Riverside, Coachella Valley Water District, and the incorporated Cities) to respond to emergency spills in the County of Riverside.

In compliance with the NPDES Permits, the District has chosen to continue to help financially support the Hazardous Materials Emergency Response Team for its emergency response services. Therefore, the District will contribute a lump sum amount of one million eight hundred twenty-five thousand dollars (\$1,825,000) to the Riverside County Fire Department to help support its Hazardous Materials Emergency Response Team for Fiscal Years 2012/13, 2013/14, 2014/15, 2015/16, and 2016/17.

A companion item appears on the Special District's agenda this same date. The fund sources for the District appear on their separate Form 11.

Attached is a copy of the Multi-Year Agreement and the Form 11 from Flood Control and Water Conservation District. The original Multi-Year Agreement for signature is attached to Flood Control and Water Conservation District's Agenda Item to be heard later this same date.

MULTI-YEAR AGREEMENT

For Hazardous Materials Emergency Response Team Services
FY 2012/13 to FY 2016/17

The Riverside County Flood Control and Water Conservation District,
hereinafter called "DISTRICT", and the County of Riverside, hereinafter called "COUNTY",
hereby agree as follows concerning COUNTY'S Hazardous Materials Emergency Response
Team:

RECITALS

A. Congress in 1987 added Section 402(p) to the Federal Clean Water Act
(CWA) {33 U.S.C. §1342(p)}; and

B. Section 402(p) requires certain municipalities to obtain a National
Pollutant Discharge Elimination System (NPDES) Permit to discharge stormwater from
Municipal Separate Storm Sewer Systems (MS4s) into waters of the United States; and

C. Pursuant to 33 U.S.C. §1342(p) (2) (C), (D) and (E), DISTRICT,
COUNTY, the Coachella Valley Water District (CVWD) and certain incorporated Cities within
Riverside County have obtained NPDES Permits for municipal stormwater discharges; and

D. Section 402(p) further requires the United States Environmental Protection
Agency (USEPA) to promulgate regulations requiring NPDES Permit applications; and

E. USEPA promulgated such regulations and adopted them in November
1990; and

F. USEPA has delegated its authority to the California State Water Resources
Control Board (SWRCB) to administer the NPDES Permit process within the State of
California; and

G. SWRCB has in turn delegated its NPDES permitting authority to the
Regional Water Quality Control Boards (RWQCBs) to administer the NPDES Permit process

within the boundaries of their respective regions; and

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H. DISTRICT and CVWD are authorized to provide for the control of flood and stormwater within their respective jurisdictions of the County of Riverside and are empowered to investigate, examine, measure, analyze, study and inspect matters pertaining to flood and stormwaters; and

I. DISTRICT, COUNTY, CVWD and certain incorporated Cities within Riverside County have obtained NPDES Permits from the respective RWQCBs in order to comply with Section 402(p); and

J. The NPDES Permits require the municipal permittees to develop comprehensive stormwater discharge management programs to improve water quality and to respond to emergency incidents to control the discharge of pollutants to the waters of the United States in the County of Riverside; and

K. COUNTY, through the Riverside County Fire Department, staffs and maintains a Hazardous Materials Emergency Response Team, hereinafter called "TEAM"; and

L. In accordance with certain responsibilities described in the NPDES Permits and the NPDES Stormwater Discharge Permit Implementation Agreements for the Santa Ana Region (Santa Ana Drainage Area) dated November 30, 2010; San Diego Region (Santa Margarita Drainage Area) dated December 6, 2011; and Colorado River Basin Region (Whitewater Drainage Area) dated March 18, 2008, DISTRICT wishes to contribute a lump sum amount of not to exceed one million eight hundred twenty-five thousand dollars (\$1,825,000), hereinafter called "CONTRIBUTION", to help support TEAM'S existence and its current activity status for Fiscal Years 2012/13 through 2016/17 as set forth herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. DISTRICT CONTRIBUTION – Within sixty (60) days after execution of

1 this Agreement, DISTRICT shall pay COUNTY for CONTRIBUTION to help support
2 TEAM'S existence and its current activity status for Fiscal Years 2012/13 through 2016/17 as
3 set forth herein.

4 2. ANNUAL PROGRAM REVIEW – During January of each year,
5 DISTRICT and COUNTY representatives shall meet and review program status, scope, costs,
6 priorities, and projected activities for TEAM.

7 3. USE OF CONTRIBUTION – COUNTY shall use CONTRIBUTION only
8 for salaries, equipment and maintenance of TEAM.

9 4. INDEMNITY AND HOLD HARMLESS – COUNTY shall indemnify and
10 hold DISTRICT, its officers, employees and agents free and harmless from all claims, actions,
11 damages and liabilities of whatsoever kind and nature arising from death, personal injury,
12 property damage or other cause asserted or based upon any act or omission of TEAM relating
13 to or in any way connected with the accomplishment of the work or performance of services of
14 TEAM. As part hereto of the foregoing indemnity, COUNTY agrees to protect and to defend
15 at its own expense, including attorneys' fees, DISTRICT, its officers, agents and employees
16 from any and all legal action based upon any negligent acts or omissions, as stated hereinabove,
17 by any person or persons.

18 5. REPORTS AND INFORMATION – COUNTY shall submit to DISTRICT
19 on or before August 15th a report summarizing the activities, responses, and cases handled or
20 performed by TEAM between July 1st and June 30th of the previous Fiscal Year. The report
21 shall consist of a narrative describing TEAM, its operations and any major spills, and a
22 categorization of TEAM'S responses showing the following: responses inside and outside
23 DISTRICT'S jurisdiction, traffic related responses, industrial related responses, drug
24 enforcement responses, and other response categories. The report shall also include a
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description of current TEAM operating expenses and revenue sources (budget).

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6. TEAM OPERATIONS – This Agreement does not give DISTRICT any authority to dictate the day to day activities of TEAM, or grant DISTRICT any authority over any TEAM personnel other than that stated in this paragraph. TEAM shall, at DISTRICT'S request, provide timely response to emergency incidents where a hazardous material is entering or has a reasonable potential to enter a DISTRICT owned storm drain facility, provided that TEAM is not already committed to another incident. TEAM shall respond to emergency incidents irrespective of the local jurisdiction (City or County) in which said DISTRICT facilities are located.

7. TERM OF AGREEMENT – This Agreement shall commence on the date of execution thereof and shall continue in effect until June 30, 2017.

8. TERMINATION OF AGREEMENT – Either party may terminate the provisions of this Agreement subject to six (6) month's written notice thereof.

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: NPDES Section

COUNTY OF RIVERSIDE FIRE
DEPARTMENT
210 West San Jacinto Avenue
Perris, CA 92570
Attn: Dean Veik, Battalion Chief

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

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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By _____
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

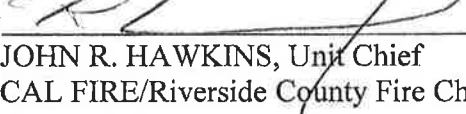
By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By  _____
JOHN R. HAWKINS, Unit Chief
CAL FIRE/Riverside County Fire Chief
for Chief Hawkins, by
ROBERT MICHAEL, Deputy Chief
CAL FIRE/Riverside County Fire

By _____
JOHN J. BENOIT, Chairman
County of Riverside Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Multi-Year Agreement for
Hazardous Materials Emergency Response Team Services
FY 2012/13 to FY 2016/17
04/08/2013