



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

6028

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

May 21, 2013

SUBJECT: Multi-Year Agreement for Hazardous Materials Emergency Response Team Services - FY 2012/13 to FY 2016/17

RECOMMENDED MOTION:

1. Approve the Multi-Year Agreement between the District and the County of Riverside; and
2. Authorize the Chairman to execute the Multi-Year Agreement on behalf of the District.

BACKGROUND:

This Agreement is necessary for the District to contribute 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.

Continued on page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA

Current F.Y. District Cost:	\$1,825,000	In Current Year Budget:	YES
Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: See SOURCE OF FUNDS, Page 2

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn, MPA

County Executive Office Signature

Policy

Consent

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

2013 MAY 13 6:00 PM
BY: NEAL R. KIPNIS
SECRETARY OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 5/21/13
FISCAL PROCEDURES APPROVED
BY: JEANINE J. REY, FINANCE DIRECTOR
DATE: 5/21/13

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

SUBJECT: Multi-Year Agreement for Hazardous Materials Emergency Response Team Services -
FY 2012/13 to FY 2016/17

SUBMITTAL DATE: May 21, 2013

Page 2

BACKGROUND (continued):

The National Pollutant Discharge Elimination System (NPDES) Permits for Riverside County require Riverside County's municipal 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.

County Counsel has approved this Agreement as to legal form. A companion item appears on the County of Riverside's agenda this same date.

FINANCIAL:

The financial contribution to help support Hazardous Materials Emergency Response Team for Fiscal Years 2012/13 through 2016/17 will be paid in a lump sum payment of one million eight hundred twenty-five thousand dollars (\$1,825,000) in Fiscal Year 2012/2013. No additional contribution will be made in Fiscal Years 2013/14 through 2016/17.

SOURCE OF FUNDS:

25110 947400 536200 Zone 1 - Const/Maint/Misc-Other- Contributions \$426,000
 25120 947420 536200 Zone 2 - Const/Maint/Misc-Other- Contributions \$426,000
 25130 947440 536200 Zone 3 - Const/Maint/Misc-Other- Contributions \$91,500
 25140 947460 536200 Zone 4 - Const/Maint/Misc-Other- Contributions \$426,000
 25150 947480 536200 Zone 5 - Const/Maint/Misc-Other- Contributions \$91,500
 25160 947500 536200 Zone 6 - Const/Maint/Misc-Other- Contributions \$182,000
 25170 947520 536200 Zone 7 - Const/Maint/Misc-Other- Contributions \$182,000

TT:blj

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

1 within the boundaries of their respective regions; and

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

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

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

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

15 L. In accordance with certain responsibilities described in the NPDES
16 Permits and the NPDES Stormwater Discharge Permit Implementation Agreements for the
17 Santa Ana Region (Santa Ana Drainage Area) dated November 30, 2010; San Diego Region
18 (Santa Margarita Drainage Area) dated December 6, 2011; and Colorado River Basin Region
19 (Whitewater Drainage Area) dated March 18, 2008, DISTRICT wishes to contribute a lump
20 sum amount of not to exceed one million eight hundred twenty-five thousand dollars
21 (\$1,825,000), hereinafter called "CONTRIBUTION", to help support TEAM'S existence and its
22 current activity status for Fiscal Years 2012/13 through 2016/17 as set forth herein.
23

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

25 1. DISTRICT CONTRIBUTION – Within sixty (60) days after execution of
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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.
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10 4. INDEMNITY AND HOLD HARMLESS – COUNTY shall indemnify and
11 hold DISTRICT, its officers, employees and agents free and harmless from all claims, actions,
12 damages and liabilities of whatsoever kind and nature arising from death, personal injury,
13 property damage or other cause asserted or based upon any act or omission of TEAM relating
14 to or in any way connected with the accomplishment of the work or performance of services of
15 TEAM. As part hereto of the foregoing indemnity, COUNTY agrees to protect and to defend
16 at its own expense, including attorneys' fees, DISTRICT, its officers, agents and employees
17 from any and all legal action based upon any negligent acts or omissions, as stated hereinabove,
18 by any person or persons.
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20 5. REPORTS AND INFORMATION – COUNTY shall submit to DISTRICT
21 on or before August 15th a report summarizing the activities, responses, and cases handled or
22 performed by TEAM between July 1st and June 30th of the previous Fiscal Year. The report
23 shall consist of a narrative describing TEAM, its operations and any major spills, and a
24 categorization of TEAM'S responses showing the following: responses inside and outside
25 DISTRICT'S jurisdiction, traffic related responses, industrial related responses, drug
26 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

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

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:

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

PAMELA J. WALLS
County Counsel

ATTEST:

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