

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

806B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 24, 2013

SUBJECT: Multi-Year Agreement for Household Hazardous Waste Collection Programs -
FY 2013/14 to FY 2017/18

RECOMMENDED MOTION:

1. Approve the Multi-Year Agreement for Household Hazardous Waste Collection Programs between the District and the County of Riverside; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Continued on page 2

Steve Thomas
For **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$300,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
	Annual Net District Cost:	\$300,000	For Fiscal Year:	13/14, 14/15, 15/16, 16/17, 17/18

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*
Steven C. Horn, MPA

County Executive Office Signature

Policy

Consent

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

SEP 26 11 55 AM '13
FOR APPROVAL DISTRICT BOARD
REGISTERED MAIL/RIVERSIDE COUNTY

Prev. Agn. Ref: | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11-4

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: *Jeanine J. Rey 9/26/13*
JEANINE J. REY
FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis 9/26/13*
NEAL R. KIPNIS
DATE

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

SUBJECT: Multi-Year Agreement for Household Hazardous Waste Collection Programs -
FY 2013/14 to FY 2017/18

SUBMITTAL DATE: September 24, 2013

Page 2

BACKGROUND (continued):

This Agreement is necessary for the District to contribute funds to the Riverside County Waste Management Department's Household Hazardous Waste Collection Programs in order to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Permits.

Since 1993, the District has provided funding in support of the Household Hazardous Waste Collection and Anti-Freeze, Batteries, Oil and Latex Paint collection programs as part of its NPDES area-wide municipal stormwater management program.

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

FINANCIAL:

Funding will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas. Sufficient funding is available in the District's budget for Fiscal Year 2013-2014.

SOURCE OF FUNDS:

25180 947540 527240 NPDES Whitewater Assessment - NPDES Contributions \$30,000
25190 947560 527240 NPDES Santa Ana Assessment - NPDES Contributions \$240,000
25200 947580 527240 NPDES Santa Margarita Assessment - NPDES Contributions \$30,000

AMR:blj

MULTI-YEAR AGREEMENT

For Household Hazardous Waste Collection Programs
FY 2013/14 to FY 2017/18

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the County of Riverside, on behalf of its Waste Management Department, hereinafter called "COUNTY", hereby agree as follows:

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 of Riverside, 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 Permits for designated industrial activities and certain MS4s; 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

1 G. SWRCB has in turn delegated its NPDES permitting authority to the
2 Regional Water Quality Control Boards (RWQCBs) to administer the NPDES Permit process
3 within the boundaries of their respective regions; and

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

8
9 I. DISTRICT, County of Riverside, CVWD and the incorporated Cities
10 (except for the City of Blythe) within Riverside County have obtained NPDES MS4 Permits
11 from the respective RWQCBs in order to comply with Section 402(p); and

12 J. USEPA regulations and the NPDES MS4 Permits require municipalities to
13 control the contribution of pollutants to the municipal storm sewer by stormwater discharges
14 associated with industrial activity and the quality of stormwater discharged from the sites of
15 industrial activity; and

16
17 K. DISTRICT, in accordance with its responsibilities as a Principal Permittee,
18 is developing comprehensive stormwater management programs within the County of
19 Riverside and in the region; and

20 L. COUNTY, through the Riverside County Waste Management Department,
21 conducts certain area-wide collection programs and activities pertaining to hazardous waste
22 management, hazardous materials facility compliance inspections, and health and safety code
23 inspections; and

24
25 M. Certain aspects of Riverside County Waste Management Department's
26 activities are consistent with the goals and objectives of NPDES MS4 Permits and the Best
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1 Management Practices (BMP) included in the Permittee's regional Drainage Area Management
2 Plans (DAMP); and

3 N. DISTRICT wishes to support certain Riverside County Waste
4 Management Department programs and activities by contributing an amount not to exceed
5 three hundred thousand dollars (\$300,000) per fiscal year, hereinafter called
6 "CONTRIBUTION", for Fiscal Years 2013-2014 through 2017-2018 to sustain the scope of
7 certain Riverside County Waste Management Department programs and activities to meet the
8 requirements of NPDES MS4 Permits as set forth herein. The total amount of DISTRICT
9 CONTRIBUTION under this Agreement shall not exceed one million five hundred thousand
10 dollars (\$1,500,000); and

12 O. It is understood that this Agreement does not change existing
13 responsibilities for compliance with any NPDES MS4 Permit, and the Riverside County Waste
14 Management Department, through any services provided, is not assuming responsibility for
15 NPDES MS4 Permit compliance requirements as they exist or may be established; and

17 P. Cooperation between DISTRICT and the Riverside County Waste
18 Management Department in these matters is in the best interest of the public.

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

20 1. NPDES PROGRAM ACTIVITIES – COUNTY, through the Riverside
21 County Waste Management Department, will perform certain NPDES program activities as
22 long as adequate manpower is available within the Riverside County Waste Management
23 Department's staff and reimbursement from DISTRICT is sufficient to perform the activities
24 agreed to including the following: Household Hazardous Waste (HHW) Collection Program,
25 and Antifreeze, Battery, Oil and Latex Paint (ABOP) Program. A scope of services and budget
26 for the HHW and ABOP Programs are described below.
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1 (a) TEMPORARY HHW COLLECTION FACILITY (THHWCF)
2 PROGRAM:

3 (i) COUNTY, through its Waste Management Department, shall
4 conduct not less than fifteen (15) HHW collection events
5 during the first Fiscal Year of this Agreement. Additional
6 events for future Fiscal Years will be scheduled based on the
7 amount of DISTRICT'S contribution to specifically support
8 the HHW program. A minimum of two (2) THHWCF events
9 or a single permanent HHW site shall be established in each
10 of the three (3) NPDES MS4 Permit areas (Santa Ana, Santa
11 Margarita and Whitewater watersheds).

12 (ii) COUNTY, through its Waste Management Department, and
13 DISTRICT shall advertise scheduled HHW collection events
14 in countywide and/or local newspapers.

15 (iii) DISTRICT and the Riverside County Waste Management
16 Department shall work cooperatively with the County of
17 Riverside, incorporated Cities, and other interested parties to
18 provide technical assistance and/or coordinate additional
19 HHW collection sites within the NPDES Permit areas.

20 (b) PERMANENT HHW COLLECTION FACILITY (PHHWCF) AND
21 ABOP PROGRAM:

22 (i) COUNTY, through its Waste Management Department, shall
23 operate at least one (1) PHHWCF and/or ABOP collection
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center in each of the Santa Ana, Santa Margarita and
Whitewater River Watersheds.

(ii) DISTRICT and the Riverside County Waste Management
Department shall work cooperatively with the County of
Riverside, incorporated Cities, and other interested parties to
facilitate the establishment of additional PHHWCF and/or
collection centers within the NPDES Permit areas.

2. ANNUAL PROGRAM REVIEW – During January of each year,
DISTRICT and the Riverside County Waste Management Department representatives shall
meet and review program status, scope, costs, priorities, projected activities and available
funding sources for NPDES PROGRAM ACTIVITIES:

(a) DISTRICT and the Riverside County Waste Management
Department staff shall review available funding resources and
develop a preliminary schedule for NPDES program activities based
on DISTRICT'S contribution to NPDES PROGRAM ACTIVITIES
for the upcoming Fiscal Year.

3. USE OF ABOP/HHW CONTRIBUTION – The Riverside County Waste
Management Department shall use CONTRIBUTION only for salaries, training, equipment,
supplies, waste disposal and other expenses related to providing NPDES PROGRAM
ACTIVITIES as agreed upon by DISTRICT and the Riverside County Waste Management
Department.

4. INDEMNITY AND HOLD HARMLESS - The Riverside County Waste
Management Department shall indemnify and hold DISTRICT, its officers, employees and
agents free and harmless from all claims, actions, damages and liabilities of whatsoever kind

1 and nature arising from death, personal injury property damage or other cause asserted or based
2 upon any act or omission of or by person or persons associated with NPDES PROGRAM
3 ACTIVITIES relating to or in any way connected with the accomplishment of the work or
4 performance of services of NPDES PROGRAM ACTIVITIES. As part hereto of the foregoing
5 indemnity, the Riverside County Waste Management Department agrees to protect and to
6 defend at its own expense, including attorneys' fees, DISTRICT, its officers, agents and
7 employees from any and all legal action based upon any negligent acts or omissions, as stated
8 herein, by any person or persons.
9

10 5. REPORTS AND INFORMATION – The Riverside County Waste
11 Management Department shall submit to DISTRICT on or before October 1st a report on
12 NPDES PROGRAM ACTIVITIES performed by the Riverside County Waste Management
13 Department during the previous Fiscal Year (July 1st through June 30th). The report shall
14 include but not be limited to:
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16 (a) Narrative describing the HHW Program (to include a summary of
17 each collection event) and ABOP Program performed by the
18 Riverside County Waste Management Department pursuant to this
19 Agreement during the prior Fiscal Year.
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21 (b) Quantities of materials collected by the HHW and ABOP Programs,
22 cost of waste disposal, and costs associated with labor, supply,
23 equipment and materials costs.
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25 6. HHW EVENT – For the purposes of this Agreement, a HHW event is a
26 THHWCF event operated by COUNTY through its Waste Management Department.
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1 7. PAYMENT – For Fiscal Years 2013-2014 through 2017-2018, the
2 Riverside County Waste Management Department shall invoice DISTRICT on or before April
3 30th of each fiscal year for a lump sum amount of three hundred thousand dollars (\$300,000).
4 DISTRICT shall pay within thirty (30) days after receipt of appropriate invoice from the
5 Riverside County Waste Management Department. The total amount to be paid to the
6 Riverside County Waste Management Department pursuant to this Agreement shall not exceed
7 three hundred thousand dollars (\$300,000) in any fiscal year and shall not exceed the sum of
8 one million five hundred thousand dollars (\$1,500,000) for the entire term of this Agreement.

10 8. CONTINGENCY – CONTRIBUTION shall be contingent upon the
11 approval by DISTRICT'S Board of Supervisors of the annual Benefit Assessment levies for the
12 Santa Ana, Santa Margarita and Whitewater Watershed Benefit Assessment Areas and based
13 on available funding. In the event that DISTRICT funds determined to be available will be less
14 than the agreed upon not to exceed amount of three hundred thousand dollars (\$300,000) for
15 the next fiscal year, DISTRICT will notify Riverside County Waste Management Department
16 in January of the current fiscal year of the deficiency in the Benefit Assessment Area's funds so
17 that Riverside County Waste Management Department may adjust, after consultation and
18 agreement by DISTRICT, the scope of NPDES PROGRAM ACTIVITIES to be provided for
19 the remainder of the current fiscal year or the next fiscal year.

22 9. COMPLIANCE WITH NPDES PERMITS – NPDES PROGRAM
23 ACTIVITIES, as specified herein, will be performed by Riverside County Waste Management
24 Department under this Agreement. Nothing in this Agreement shall be construed as making
25 Riverside County Waste Management Department responsible for NPDES Permits compliance.
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10. NON-INTERFERENCE – DISTRICT understands and agrees that it shall not directly supervise or interfere with any of the Riverside County Waste Management Department's activities contemplated hereunder.

11. TERM OF AGREEMENT – This Agreement shall commence on the date of execution thereof and shall continue in effect until June 30, 2018.

12. TERMINATION OF AGREEMENT – Either party may terminate the provisions of this Agreement related to the HHW and ABOP Programs subject to six (6) months written notice thereof.

13. APPLICABILITY OF PRIOR AGREEMENTS – This Agreement constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and understandings are hereby superseded.

14. 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

RIVERSIDE COUNTY WASTE
MANAGEMENT DEPARTMENT
14310 Frederick Street
Moreno Valley, CA 92553
Attn: Elizabeth Thompson

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By *Steve Thomas*
For 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
By *[Signature]*
NEAL R. KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By *[Signature]*
HANS W. KERNKAMP
General Manager-Chief Engineer

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
Household Hazardous Waste Collection Programs
FY 2013/14 to FY 2017/18
08/20/2013
AMR:blj