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

**FROM:** Waste Management Department

**SUBMITTAL DATE:**  
August 19, 2013

**SUBJECT:** Agreement with Riverside County Flood Control and Water Conservation District – Support for Regional NPDES Program Activities

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement (a copy of which is attached) between the Flood Control and Water Conservation District (District) and the Waste Management Department (Department); and
2. Authorize the Chairman to execute the Agreement on behalf of the Department.


**BACKGROUND:** Since 1993, the District, as part of its area-wide municipal stormwater management program, has provided funding in support of the County's Household Hazardous Waste (HHW) Collection Program, currently operated by the Department. This Agreement continues the existing funding arrangement for this program through Fiscal Year 2017-2018. The original Agreement is scheduled for approval on the District's Board agenda this same date. County Counsel has approved this Agreement as to legal form.

**FINANCIAL:** Funding for the HHW Collection Program will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas.

  
Hans W. Kernkamp, General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$300,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ -0-	Budget Adjustment:	No
	Annual Net County Cost:	\$ -0-	For Fiscal Year:	13-14 to 17-18

<b>SOURCE OF FUNDS:</b> NPDES Benefit Assessments levied in the Santa Ana, Whitewater and Santa Margarita Benefit Assessment Areas.	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY:   
Alex Gann

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 8/13

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

Policy  
 Policy

Consent  
 Consent

5012 265 13 8/19 5:55

Prev. Agn. Ref.: 12.2 (9/2/08) | District: All | Agenda Number: **12-3 C**

**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

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

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

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

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

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

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

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

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

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

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

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

(a) TEMPORARY HHW COLLECTION FACILITY (THHWCF)  
PROGRAM:

(i) COUNTY, through its Waste Management Department, shall conduct not less than fifteen (15) HHW collection

events during the first Fiscal Year of this Agreement. Additional events for future Fiscal Years will be scheduled based on the amount of DISTRICT'S contribution to specifically support the HHW program. A minimum of two (2) THHWCF events or a single permanent HHW site shall be established in each of the three (3) NPDES MS4 Permit areas (Santa Ana, Santa Margarita and Whitewater watersheds).

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

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

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

(i) COUNTY, through its Waste Management Department, shall operate at least one (1) PHHWCF and/or ABOP collection 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 and nature arising from death, personal injury property damage or other cause asserted or based upon any act or omission of or by person or persons associated with NPDES PROGRAM ACTIVITIES relating to or in any way connected with the accomplishment of the work or performance of services of NPDES PROGRAM ACTIVITIES. As part hereto of the foregoing indemnity, the Riverside County Waste Management Department agrees to protect and to defend at its own expense, including attorneys' fees, DISTRICT, its officers, agents and employees from

any and all legal action based upon any negligent acts or omissions, as stated herein, by any person or persons.

5. REPORTS AND INFORMATION – the Riverside County Waste Management Department shall submit to DISTRICT on or before October 1<sup>st</sup> a report on NPDES PROGRAM ACTIVITIES performed by the Riverside County Waste Management Department during the previous Fiscal Year (July 1<sup>st</sup> through June 30<sup>th</sup>). The report shall include but not be limited to:

- (a) Narrative describing the HHW Program (to include a summary of each collection event) and ABOP Program performed by the Riverside County Waste Management Department pursuant to this Agreement during the prior Fiscal Year.
- (b) Quantities of materials collected by the HHW and ABOP Programs, cost of waste disposal, and costs associated with labor, supply, equipment and materials costs.

6. HHW EVENT – For the purposes of this Agreement, a HHW event is a THHWCF event operated by COUNTY through its Waste Management Department.

7. PAYMENT – For Fiscal Years 2013-2014 through 2017-2018, the Riverside County Waste Management Department shall invoice DISTRICT on or before April 30<sup>th</sup> of each fiscal year for a lump sum amount of three hundred thousand dollars (\$300,000). DISTRICT shall pay within thirty (30) days after receipt of appropriate invoice from the Riverside County Waste Management Department. The total amount to be paid to the Riverside County Waste Management Department pursuant to this Agreement shall not exceed three hundred thousand dollars (\$300,000) in any fiscal year

and shall not exceed the sum of one million five hundred thousand dollars (\$1,500,000) for the entire term of this Agreement.

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

9. COMPLIANCE WITH NPDES PERMITS – NPDES PROGRAM ACTIVITIES, as specified herein, will be performed by Riverside County Waste Management Department under this Agreement. Nothing in this Agreement shall be construed as making Riverside County Waste Management Department responsible for NPDES Permits compliance.

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:

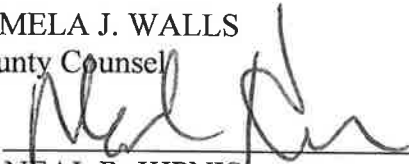
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
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 \_\_\_\_\_  
NEAL R. KIPNIS  
Deputy County Counsel

KECIA HARPER-IHEM  
Clerk of the Board  
By \_\_\_\_\_  
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

**COUNTY OF RIVERSIDE**

  
By \_\_\_\_\_  
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