

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



401B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 2, 2014

SUBJECT: Ratification and Approval of Agreement for Support for Regional National Pollutant Discharge Elimination System Program Activities, [\$153,233 total]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Agreement for Support for Regional National Pollutant Discharge Elimination System Program Activities between the District and the County of Riverside; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

This Agreement is necessary for the District to contribute funds to the Riverside County Department of Environmental Health's Commercial/Industrial Compliance Assistance Programs (CAP) in order to meet the requirements of the National Pollutant Discharge Elimination System (NPDES) Permits.

Continued on page 2

P8/164088
AMR:blm

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 153,233	\$ N/A	\$ 153,233	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 153,233	\$ N/A	\$ 153,233	\$	

SOURCE OF FUNDS: Continued on page 2

Budget Adjustment: No

For Fiscal Year: FY14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:

Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Benoit
Date: December 2, 2014
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11-1

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 11/3/14

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: JEANINE J. REY
Date: 11/14/14
Concurrence

- ☐ A-30
- ☐ Positions Added
- ☐ 4/5 Vote
- ☐ Change Order

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

164088

FORM 11: Ratification and Approval of Agreement for Support for Regional National Pollutant
Discharge Elimination System Program Activities, [\$153,233 total]; District Funds 100%

DATE: December 2, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

In support for the Regional NPDES Program Activities, the Riverside County Department of Environmental Health (DEH) will conduct education and outreach activities to the commercial/industrial businesses by providing information on i) stormwater best management practices, ii) permitting requirements, and iii) prohibitions against non-stormwater discharges. The DEH will also, through its stormwater surveys, provide feedback regarding the compliance status of commercial/industrial facilities to the municipal stormwater permittees and the appropriate Regional Water Quality Control Board, as necessary. These efforts will be performed in conjunction with the existing facility inspection programs implemented by the DEH's Hazardous Materials Management Branch and District Environmental Services.

This Agreement will allow the Riverside County Department of Environmental Health to continue its ongoing inspection programs in cooperation with the District, County of Riverside, Coachella Valley Water District (CVWD), and the following Cities: Banning, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, Rancho Mirage, Beaumont, Calimesa, Canyon Lake, Corona, Eastvale, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Norco, Perris, Riverside and San Jacinto (Cities).

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

Impact on Residents and Businesses

The regulatory requirements imposed on businesses and local government by the United States Environmental Protection Agency and State of California through the NPDES stormwater program continues to escalate. This Agreement allows the District to implement a regional stormwater regulatory compliance program for commercial and industrial businesses in a cost effective manner through coordination with the Riverside County Department of Environmental Health.

Costs incurred under this Agreement will be funded by i) the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita, and Whitewater Benefit Assessment Areas, as appropriate, and ii) contributions from CVWD, the County of Riverside and any Cities, as appropriate.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's budget for FY 2014-15.

SOURCE OF FUNDS: (continued)

25180 947540 525440 NPDES Whitewater Assessment
25190 947560 525440 NPDES Santa Ana Assessment
25200 947580 525440 NPDES Santa Margarita Assessment

AMR:blm

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

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

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

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

17 K. DISTRICT, in accordance with its responsibilities as a Principal Permittee,
18 is developing comprehensive stormwater management programs within the County of Riverside
19 and in the region; and
20

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

25 M. Certain aspects of Riverside County Department of Environmental Health's
26 area-wide programs and activities are consistent with the goals and objectives of NPDES MS4
27
28

1 Permits and the Best Management Practices (BMP) included in the Permittee's regional Drainage
2 Area Management Plans (DAMP); and

3 N. DISTRICT wishes to support certain Riverside County Department of
4 Environmental Health's area-wide programs and activities by entering into this Agreement to
5 contribute an amount not to exceed one hundred fifty-three thousand two hundred thirty-three
6 dollars (\$153,233), hereinafter called "CONTRIBUTION", to sustain the scope of certain
7 Riverside County Department of Environmental Health's area-wide programs and activities to
8 meet the requirements of NPDES MS4 Permits as set forth herein; and

9
10 O. It is understood that this Agreement does not change existing
11 responsibilities for compliance with any NPDES MS4 Permit, and the Riverside County
12 Department of Environmental Health, through any services provided herein, is not assuming
13 responsibility for NPDES MS4 Permit compliance requirements as they exist or may be
14 established; and

15
16 P. Cooperation between DISTRICT and the Riverside County Department of
17 Environmental Health in these matters is in the best interest of the public.

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

19
20 1. NPDES PROGRAM ACTIVITIES

21 COUNTY, through the Riverside County Department of Environmental
22 Health, will perform certain NPDES PROGRAM ACTIVITIES as long
23 as adequate manpower is available within the Riverside County
24 Department of Environmental Health's staff and reimbursement from
25 DISTRICT is sufficient to perform the activities agreed to including the
26 following: hazardous materials/food facilities surveys, hereinafter called
27 FIELD SERVICES and enforcement actions, hereinafter called
28

1 ENFORCEMENT ACTIONS/LITIGATION SUPPORT. A scope of
2 services and budget for FIELD SERVICES and ENFORCEMENT
3 ACTIONS/LITIGATION SUPPORT are described in Attachment A
4 attached hereto and made a part hereof.
5

6 (a) FIELD SERVICES

- 7 (i) COUNTY, through its Department of Environmental Health,
8 shall provide NPDES Program support by distributing
9 appropriate NPDES Stormwater education materials and
10 performing facility surveys at selected industrial and
11 commercial as further described in Attachment A.
12

13 (b) ENFORCEMENT ACTIONS/LITIGATION SUPPORT

- 14 (i) DISTRICT and the Riverside County Department of
15 Environmental Health recognize that on occasion it may be
16 necessary to pursue enforcement action(s) against violators of
17 local stormwater ordinances and/or the California Water
18 Code. Upon written request from DISTRICT, the Riverside
19 County Department of Environmental Health, acting within
20 the scope of its normal regulatory activities, will assist
21 DISTRICT in obtaining compliance with NPDES stormwater
22 regulations.
23

- 24 (ii) In cases of significant non-compliance, the Riverside County
25 Department of Environmental Health's Hazardous Materials
26 Management Branch will coordinate, as needed, with the
27 appropriate NPDES MS4 Permittees, the appropriate
28

RWQCB, and the Riverside County District Attorney's
Environmental Crimes Task Force.

2. USE OF DISTRICT'S FUNDING CONTRIBUTION

COUNTY 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 COUNTY.

3. INDEMNITY AND HOLD HARMLESS

COUNTY 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, COUNTY 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.

4. REPORTS AND INFORMATION

The Riverside County Department of Environmental Health shall submit to DISTRICT on or before October 1st a report on NPDES PROGRAM ACTIVITIES performed by the Riverside County Department of

1 Environmental Health pursuant to this Agreement during the time period
2 from July 1, 2014 to December 31, 2014. The report shall include but not
3 be limited to:

- 4
- 5 (a) Narrative describing the FIELD SERVICES and
6 ENFORCEMENT ACTIONS/LITIGATION SUPPORT,
7 performed by the Riverside County Department of Environmental
8 Health.
- 9 (b) Costs incurred for FIELD SERVICES and ENFORCEMENT
10 ACTIONS/ LITIGATION SUPPORT activities.
- 11

12 5. PAYMENT

13 The Riverside County Department of Environmental Health shall invoice
14 DISTRICT on a quarterly basis for FIELD SERVICES and
15 ENFORCEMENT ACTIONS/LITIGATION SUPPORT. DISTRICT
16 shall pay within thirty (30) days after receipt of appropriate invoice from
17 the Riverside County Department of Environmental Health. The total
18 amount of DISTRICT'S CONTRIBUTION to be paid to the Riverside
19 County Department of Environmental Health shall not exceed one
20 hundred fifty-three thousand two hundred thirty-three dollars (\$153,233)
21 for the entire term of this Agreement.

22

23 6. CONTINGENCY

24 CONTRIBUTION shall be contingent upon the approval by DISTRICT'S
25 Board of Supervisors of the annual Benefit Assessment levies for the
26 Santa Ana, Santa Margarita and Whitewater Watershed Benefit
27 Assessment Areas and based on available funding. In the event that
28

1 DISTRICT funds determined to be available will be less than the agreed
2 upon not to exceed amount of one hundred fifty-two thousand two
3 hundred thirty-three dollars (\$153,233), DISTRICT will notify the
4 Riverside County Department of Environmental Health of the deficiency
5 in the Benefit Assessment Area's funds so that Riverside County
6 Department of Environmental Health may adjust, after consultation and
7 agreement by DISTRICT, the scope of NPDES PROGRAM
8 ACTIVITIES to be provided for the remainder term of this Agreement.
9

10 7. COMPLIANCE WITH NPDES PERMITS

11 NPDES PROGRAM ACTIVITIES, as specified herein, will be
12 performed by the Riverside County Department of Environmental Health.
13 Nothing in this Agreement shall be construed as making the Riverside
14 County Department of Environmental Health responsible for NPDES
15 Permit compliance. Riverside County Department of Environmental
16 Health may temporarily suspend NPDES PROGRAM ACTIVITIES
17 (work), as specified herein during periods of staffing shortages and/or
18 heavy California Environmental Protection Agency (State) mandated
19 workloads. Riverside County Department of Environmental Health must
20 notify DISTRICT in writing 30 days in advance of such work
21 suspensions.
22

23 8. NON-INTERFERENCE

24 DISTRICT understands and agrees that it shall not directly supervise or
25 interfere with any of the Riverside County Department of Environmental
26 Health's activities contemplated hereunder.
27
28

1 9. TERM OF AGREEMENT

2 This Agreement shall commence on July 1, 2014 and shall continue in
3 effect until December 31, 2014.

4
5 10. TERMINATION OF AGREEMENT

6 Either party may terminate the provision related to FIELD SERVICES
7 portion of this Agreement subject to a three (3) months written notice
8 thereof.

9 11. NOTICES

10 Any and all notices sent or required to be sent to the parties of this
11 Agreement will be mailed by first class mail, postage prepaid, to the
12 following addresses:

13
14 RIVERSIDE COUNTY FLOOD CONTROL RIVERSIDE COUNTY DEPARTMENT
15 AND WATER CONSERVATION DISTRICT OF ENVIRONMENTAL HEALTH
16 1995 Market Street 4065 County Circle Drive
17 Riverside, CA 92501 Riverside, CA 92503
18 Attn: NPDES Section Attn: Dottie Ellis-Merki

19 //

20 //

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

DEC 02 2014

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By Neal R. Kipnis
NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By Kecia Harper-Ihem
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

By Stephen Van Stockum
STEPHEN VAN STOCKUM
Director of Environmental Health

COUNTY OF RIVERSIDE

By Marion Ashley
~~JEFF STONE~~, Chairman ~~MARION ASHLEY~~
County of Riverside Board of Supervisors
For Department of Environmental Health

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By Eric Stopher
ERIC STOPHER
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk to the Board

By Kecia Harper-Ihem
Deputy

(SEAL)

Agreement for Support for Regional NPDES Program Activities (July 2014 to December 2014)
09/30/2014

AMR:blm

Attachment A

Scope of Services for Support for Regional NPDES Program Activities (July 2014 to December 2014)

Task 1 - Conduct education and outreach and inspect for compliance with City stormwater ordinances at approximately 1405 industrial and commercial facilities that are routinely inspected by the Riverside County Department of Environmental Health's Hazardous Materials Management Branch (HMMB) and District Environmental Services Division (DESD) staff within the specified incorporated areas of the County. The Riverside County Department of Environmental Health (DEH) staff shall notify the Riverside County Flood Control and Water Conservation District (DISTRICT) of perceived significant Stormwater Ordinance violations. The DEH staff shall also ask facility representatives if they have a General Industrial Stormwater Permit Storm Water Pollution Prevention Plan (SWPPP) on site. In addition, the DEH will distribute NPDES program information to facilities normally inspected by existing HMMB and DESD inspection programs. Appropriate Stormwater education materials describing stormwater regulations and Best Management Practices will be provided to DEH staff by DISTRICT'S StormWater/CleanWater Protection Program (SW/CWPP) for distribution to facility representatives.

Task 2 – The DEH field staff shall complete Stormwater Compliance Survey forms approved by the DEH and the DISTRICT through calendar year 2014 as follows:

- High Priority Regulated Facilities (underground storage tanks) – through calendar year 2014;
- Medium Priority Regulated Facilities (other facilities handling hazardous materials inspected by HMMB) – inspect with established frequencies through calendar year 2014;
- Low Priority Regulated Facilities (restaurants and other facilities inspected by DESD) – as per usual frequency through calendar year 2014.

Facilities inspected by the Regional Water Quality Control Board (RWQCB) in a given year need not be surveyed by HMMB or DESD during the same year. To facilitate this, the DISTRICT shall provide a list to the DEH of facilities previously inspected from the Regional Board's website and make this information available to its Co-Permittees by other pre-arranged means. Completed Compliance Survey forms will be forwarded to DISTRICT monthly through calendar year 2014. If HMMB and DESD field staff observe a perceived violation of stormwater ordinances during an inspection not otherwise scheduled for a stormwater compliance survey, they may initiate an additional stormwater compliance survey to address the perceived violation.

Task 3 - The DEH will provide DISTRICT an electronic spreadsheet of facilities included in their inspection program for provision to its Co-Permittees. In addition, DEPARTMENT will prepare a year-end report as specified in Section 5 of this agreement.

Task 4 - The DEH'S HMMB will provide staff support for major enforcement actions via the Riverside County District Attorney's Environmental Crimes Task Force.

Task 5 - The DEH shall, through its HMMB, provide DISTRICT with information regarding industrial "non-filers", (i.e., facilities that are required to obtain coverage under the State General Permit for Discharges of Storm Water Associated With Industrial Activities (97-03-DWQ or its successor)) using HMMB's database information currently collected only on facilities regulated and inspected by the DEH.

Task 6 - As needed, modify existing policies and procedures pertaining to survey protocols and reporting procedures.

DISTRICT will provide information as needed regarding the following:

The General Industrial Activities Storm Water Permit

Santa Ana RWQWCB Board Order No. R8-2010-0033, section XV:

- The Storm Water Ordinances
- Order No. R8-2010-0033 (the Riverside County Municipal Storm Water Permit adopted by the SARWQCB)
- The Santa Ana Region Drainage Area Management Plan (DAMP)
- The revised Enforcement/Compliance Strategy (DAMP section 8)
- Pollution Prevention Plans
- Implementation and maintenance of BMPs for commercial sites

Colorado River Basin RWQCB Board Order No. R7-2013-0011, or its successor

- The Storm Water Ordinances
- Order No. R7-2013-0011

San Diego RWQCB Board Order No. R9-2010-0016, or its successor

- The Storm Water Ordinances
- Order No. R7-2013-0011

Support for Regional NPDES Program Activities – Budget Estimate

FY 14-15 (7/1/14 to 12/31/14)		Facilities (No.)	Time (min)	Rate (\$/hr)	Total	Budget
Task 1, 2, 3, 5 and 6	DESD	750	30	145*	\$54,375	
	HMMB (Includes any necessary administrative support time)	655	30	189*	\$61,897	
	Enforcement/Contingency				\$ 16,974	
	GRAND TOTAL				\$133,246	
Task 4	Anticipated rate increase as specified in Ordinance 640 (15%)				\$19,987	
						\$153,233

*Hourly rate as specified in Ordinance 640. Rate is subject to annual change.