

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



ITEM
11.2
(ID # 3940)

MEETING DATE:
Tuesday, May 9, 2017

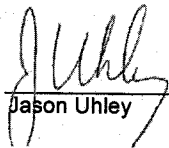
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Multi-Year Agreement for Hazardous Materials
Emergency Response Team Services, ALL Districts; Contract Number of Years:
5; [\$1,825,000] District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

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.

ACTION: Policy



Jason Uhley

4/18/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: May 9, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$365,000	\$1,825,000	\$ 0
NET COUNTY COST	\$ 0	\$365,000	\$1,825,000	\$ 0
SOURCE OF FUNDS: See Source of Funds Supplemental			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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.

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.

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

Previous Agreement referenced on May 21, 2013 as agenda item 11-2.

Impact on Residents and Businesses

Existing funding mechanisms (Special Revenue Zone Funds) will be utilized for District cost-share expenditures; no incremental impact to residents or private businesses.

SUPPLEMENTAL:

Additional Fiscal Information

The financial contribution to help support Hazardous Materials Emergency Response Team for Fiscal Years 2017/18 through 2021/22 will be paid annually in the amount of three hundred sixty-five thousand dollars (\$365,000) for a total of one million eight hundred twenty-five thousand dollars (\$1,825,000).

			FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total

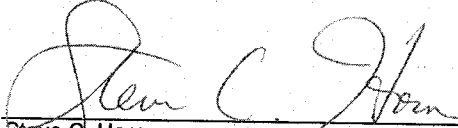
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

ZONE 1	25110 (221)	16.9%	\$ 61,685.00	\$ 61,685.00	\$ 61,685.00	\$ 61,685.00	\$ 61,685.00	\$ 61,685.00	\$308,425.00
ZONE 2	25120 (222)	27.7%	\$101,087.00	\$101,087.00	\$101,087.00	\$101,087.00	\$101,087.00	\$101,087.00	\$505,435.00
ZONE 3	25130 (223)	4.3%	\$ 15,695.00	\$ 15,695.00	\$ 15,695.00	\$ 15,695.00	\$ 15,695.00	\$ 15,695.00	\$ 78,475.00
ZONE 4	25140 (224)	27.6%	\$100,758.00	\$100,758.00	\$100,758.00	\$100,758.00	\$100,758.00	\$100,758.00	\$503,790.00
ZONE 5	25150 (225)	6.0%	\$ 21,827.00	\$ 21,827.00	\$ 21,827.00	\$ 21,827.00	\$ 21,827.00	\$ 21,827.00	\$109,135.00
ZONE 6	25160 (226)	9.1%	\$ 33,069.00	\$ 33,069.00	\$ 33,069.00	\$ 33,069.00	\$ 33,069.00	\$ 33,069.00	\$165,345.00
ZONE 7	25170 (227)	8.5%	\$ 30,879.00	\$ 30,879.00	\$ 30,879.00	\$ 30,879.00	\$ 30,879.00	\$ 30,879.00	\$154,395.00
									\$1,825,000.00

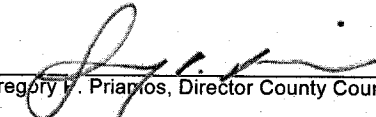
Contract History and Price Reasonableness

The Multi-Year Agreement for Hazardous Materials Emergency Response Team is a continued partnership to support the MS4 Permit compliance program. The costs remain unchanged from the previous 5-year agreement.

ATTACHMENTS:
Multi-Year Agreement


Steve C. Horn

5/1/2017


Gregory V. Priamos, Director County Counsel

4/17/2017

MULTI-YEAR AGREEMENT

For Hazardous Materials Emergency Response Team
Services FY 2017/18 to FY 2021/22

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), and the County of Riverside ("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

MAY 09 2017 11.2

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
5 to flood and stormwaters; and
6

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

10 J. The NPDES Permits require the municipal permittees to develop
11 comprehensive stormwater discharge management programs to improve water quality and
12 to respond to emergency incidents to control the discharge of pollutants to the waters of the
13 United States in the County of Riverside; and
14

15 K. COUNTY, through the Riverside County Fire Department, staffs and
16 maintains a Hazardous Materials Emergency Response Team ("TEAM"); and

17 L. In accordance with certain responsibilities described in the NPDES
18 Permits and the NPDES Stormwater Discharge Permit Implementation Agreements for the
19 Santa Ana Region (Santa Ana Drainage Area) dated February 9, 2011; San Diego Region (Santa
20 Margarita Drainage Area) dated July 12, 2016; and Colorado River Basin Region (Whitewater
21 Drainage Area) dated April 24, 2014, DISTRICT wishes to contribute a lump sum amount
22 of not to exceed one million eight hundred twenty-five thousand dollars (\$1,825,000)
23 ("CONTRIBUTION"), to help support TEAM'S existence and its current activity status for
24 Fiscal Years 2017/18 through 2021/22 as set forth herein.
25

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

27 1. DISTRICT CONTRIBUTION – Within sixty (60) days after execution
28 of this Agreement, DISTRICT shall pay COUNTY for CONTRIBUTION to help support

1 TEAM'S existence and its current activity status for Fiscal Years 2017/18 through 2021/22 as
2 set forth herein. Payments will be made annually in the amount of three hundred sixty-five
3 thousand dollars (\$365,000) for a total of one million eight hundred twenty-five thousand dollars
4 (\$1,825,000).

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

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

11 4. INDEMNITY AND HOLD HARMLESS – COUNTY shall indemnify
12 and hold DISTRICT, its officers, employees and agents free and harmless from all claims,
13 actions, damages and liabilities of whatsoever kind and nature arising from death, personal
14 injury, property damage or other cause asserted or based upon any act or omission of TEAM
15 relating to or in any way connected with the accomplishment of the work or performance of
16 services of TEAM. As part hereto of the foregoing indemnity, COUNTY agrees to protect and
17 to defend at its own expense, including attorneys' fees, DISTRICT, its officers, agents and
18 employees from any and all legal action based upon any negligent acts or omissions, as stated
19 hereinabove, by any person or persons.
20
21

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

1 description of current TEAM operating expenses and revenue sources (budget).

2 6. TEAM OPERATIONS – This Agreement does not give DISTRICT any
3 authority to dictate the day to day activities of TEAM, or grant DISTRICT any authority over
4 any TEAM personnel other than that stated in this paragraph. TEAM shall, at DISTRICT'S
5 request, provide timely response to emergency incidents where a hazardous material is entering
6 or has a reasonable potential to enter a DISTRICT owned storm drain facility, provided that
7 TEAM is not already committed to another incident. TEAM shall respond to emergency
8 incidents irrespective of the local jurisdiction (City or County) in which said DISTRICT
9 facilities are located.
10

11 7. TERM OF AGREEMENT – This Agreement shall commence on the date
12 of execution thereof and shall continue in effect until June 30, 2022.
13

14 8. TERMINATION OF AGREEMENT – Either party may terminate the
15 provisions of this Agreement subject to six (6) month's written notice thereof. Once written
16 notice is made by either party, the annual CONTRIBUTION will be prorated and refunded to
17 DISTRICT to terminate this Agreement.

18 9. NOTICES – Any and all notices sent or required to be sent to the parties
19 of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
20

21 RIVERSIDE COUNTY FLOOD CONTROL
22 AND WATER CONSERVATION DISTRICT
23 1995 Market Street
Riverside, CA 92501
Attn: Water Quality Compliance Section

COUNTY OF RIVERSIDE
FIRE DEPARTMENT
210 West San Jacinto Avenue
Perris, CA 92570
Attn: Bill Weiser, Chief Bautista Division

24 //

25 //

26
27
28

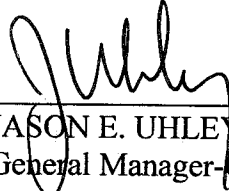
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

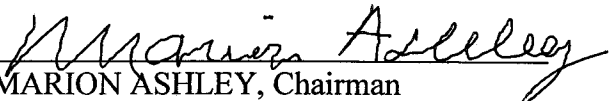
MAY 09 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By: 
JASON E. UHLEY
General Manager-Chief Engineer


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

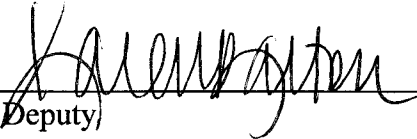
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By:  4/6/17
NEAL R. KIPNIS
Deputy County Counsel

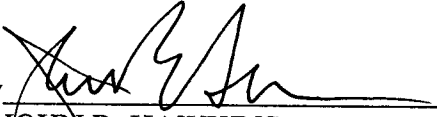
By: 
Deputy

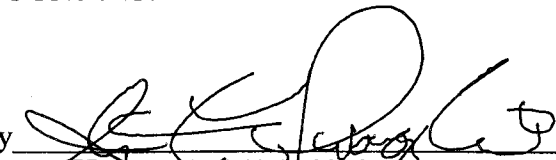
(SEAL)

Multi-Year Agreement for
Hazardous Materials Emergency Response Team Services
FY 2017/18 to FY 2021/22
04/06/2017
TRI:blm

1 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

2
3 By 
4 JOHN R. HAWKINS
5 CAL FIRE/Riverside County Fire Chief

By 
~~MARILYN ASHLEY~~, Chairman
County of Riverside Board of Supervisors
JOHN TAVAGLIONE

6 ATTEST:

7
8 KECIA HARPER-IHEM
Clerk of the Board

9 By 
10 Deputy

11 (SEAL)

12
13
14
15
16
17
18
19
20
21
22
23
24
25 Multi-Year Agreement for
26 Hazardous Materials Emergency Response Team Services
27 FY 2017/18 to FY 2021/22
03/22/2017
28 TRI:mcv