

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



**ITEM: 12.1
(ID # 17247)**

MEETING DATE:
Tuesday, October 05, 2021

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approve the Form of the Memorandum of Understanding (MOU) Between the Riverside County Department of Waste Resources (RCDWR) and the Coachella Valley Association of Governments (CVAG) Regarding Waste Diversion Legislation and Implementation and Authorize the General Manager-Chief Engineer of the RCDWR to Execute the MOU with CVAG; District 4. [Not to Exceed \$25,000 Annually - Waste Resources Enterprise Fund 100%] (CEQA Exempt)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the MOU is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (General Rules for Exemption) and Section 15306 (Information Collection);
2. Approve the form of the attached MOU on behalf of the RCDWR;

ACTION:Policy


Hans Keenkamp, General Manager - Chief Engineer 9/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 5, 2021
xc: Waste

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the General Manager-Chief Engineer of the RCDWR to execute an MOU with CVAG, substantially conforming in form and substance to the attached MOU; and further authorize the General Manager-Chief Engineer to sign amendments or approve revisions to the MOU that do not change the substantive terms of the MOU, and execute new MOUs or agreements with CVAG related to waste diversion legislation and implementation that involve no additional County funding, subject to approval as to form by County Counsel; and
4. Direct the RCDWR to file the Notice of Exemption (NOE) with the County Clerk within 5 business days of approval of the MOU.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 25,000	\$ 25,000	\$ 0	\$ 25,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	Annually

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 30, 1993 (Minute Order 3.47), the Board authorized annual funding to CVAG as reimbursement for costs associated with implementation of Assembly Bill 939 (AB 939) waste diversion programs to augment County waste reduction efforts. Future reimbursement amounts were evaluated annually, and in 2002, due to a decrease in AB 939 activities, funding levels were adjusted to fund the CVAG solid waste technical committee and its efforts to coordinate directly with member cities.

In 2020, CVAG's solid waste technical committee disbanded. As such, annual funding for AB 939 was not provided in 2020. To resume annual funding, the RCDWR and CVAG developed a MOU that memorializes allowable activities as related to AB 939 and Senate Bill 1383, including, but not limited to: outreach and waste reduction activities, organics capacity planning, and edible food recovery/donation. The MOU also provides funding for uniform messaging throughout the region/county for both residents and businesses. The funding in the MOU supports the unincorporated County areas within the CVAG region and other member cities also provide funding to CVAG for these waste reduction efforts. CVAG shall submit an annual report to the RCDWR describing the tasks and results.

Staff recommends approval of the MOU. County Counsel has reviewed the MOU and has approved it as to form.

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Prev. Agn. Ref.: M.O. 3.47 of 3/30/1993

CEQA Findings

The Project is exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (General Rule for Exemption) and categorically exempt from CEQA pursuant to Section 15306 (Information Collection).

The Project contemplated in this staff report simply involves executing a MOU between CVAG and RCDWR for continued reimbursement of costs associated with CVAG's public outreach, data collection, research, and implementation of policies and programs associated with AB 939 AB 341, AB 1826, Senate Bill (SB) 1383 and similar recycling and waste diversion regulations to augment County waste reduction efforts. The Project involves no expansion of approved uses and would not have a direct, indirect, or cumulatively significant effect on the environment. A Notice of Exemption to this effect will be filed by the RCDWR with the County Clerk upon Project approval.

Impact on Residents and Businesses

There will be no impacts to residents or businesses as the MOU extends an existing agreement that allows for waste reduction outreach support in the Coachella Valley region.

Additional Fiscal Information

The annual cost is not to exceed \$25,000 annually from the Waste Resources Enterprise Fund. This is an ongoing annual program.

ATTACHMENTS:

- ATTACHMENT A. MOU
- ATTACHMENT B. CEQA NOE 21-06



Jason Farin, Principal Management Analyst 9/27/2021



Gregory V. Priamos, Director County Counsel 9/23/2021

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE RIVERSIDE COUNTY DEPARTMENT OF WASTE
RESOURCES AND THE COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS REGARDING WASTE DIVERSION LEGISLATION AND
IMPLEMENTATION**

In 1991, Riverside County Department of Waste Resources (RCDWR) began providing funding to Coachella Valley Association of Governments (CVAG) as a partner to assist in the implementation of Assembly Bill 939 (AB939) recycling and waste diversion plans in the Coachella Valley. As a joint powers authority, CVAG coordinates energy and environmental policy conversations with desert valley jurisdictions that include Blythe, Cathedral City, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palms Springs, Rancho Mirage and Unincorporated Riverside County.

1 Funding

Beginning July 1, 2021, RCDWR shall provide funding to the CVAG on an annual basis. The Department of Finance report as of January 1 of each year shall be used in determining the number of occupied housing. Funding shall be calculated annually using \$0.51 per occupied housing for 25% of unincorporated Riverside County, not to exceed \$25,000 annually. Funding will be submitted to CVAG after submittal of required reports and acceptance of them.

2 Tasks

CVAG shall use the funds in a coordinated Countywide system approach that augments and complements the County's Integrated Waste Management Plan, including implementation of AB939, AB341, AB1826, SB1383 and similar recycling and waste diversion regulations that are passed. CVAG staff shall serve as a liaison with cities, private industry, and Riverside County. The funds shall be used to promote recycling, collecting data diversion information, and conducting related studies as necessary. Tasks include, but are not limited to the following:

2.1 Legislative Implementation

- Senate Bill 1383 (Short-Lived Climate Pollutants) and Assembly Bills 341 and 1826
 - Organics capacity planning
 - Edible food recovery/donation
 - Develop uniform messaging throughout the region/county regarding legislative requirements focused on commercial, multi-family and residential accounts
- Future legislation implementation tasks

2.2 Technical Assistance

- Business waste reduction and training programs
- Legislative review and analysis
- Surveys and studies of solid waste issues
- Provide notification of area training and workshops availability
- Provide technical support on solid waste and recycling issues upon request
- Provide AB939 Annual Report assistance upon request
- Provide support for local tire collection events

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

3 Reports

CVAG shall submit an annual report to the RCDWR describing the tasks and results from the prior calendar year. The report shall be submitted by April 1 each year.

4 Notices and Correspondence

All written notices and correspondence contemplated within the MOU shall be provided to the parties hereto at the following addresses:

Coachella Valley Association of Governments
Director of Environmental Resources
73710 Fred Waring Drive, Ste 200
Palm Desert, CA 92260

Hans Kernkamp, General Manager-Chief Engineer
Riverside County Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

CVAG and RCDWR may designate any other addresses by giving written notice to the other party.

5 Modification and Termination

This MOU may only be modified by the written agreement of the parties, duly signed by their authorized representatives. This MOU may be terminated in writing at will by any party. Except as otherwise provided herein, upon termination of this MOU, neither party shall have any obligations to the other.

6 Transferability

This MOU is not transferable except with the written consent of the parties.

7 Effective Date

This MOU takes effect beginning on the day after the last party signs.

8 Authority to Execute

The persons executing this MOU warrant and represent that they have the authority to execute this MOU on behalf of the party for which they are executing this MOU.

9 Alternative Dispute Resolution

The parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding or arbitration, the parties shall submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediation shall be shared equally by the parties.

10 Conflict of Interest

No member, official or employee of RCDWR or CVAG, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

11 Interpretation, Governing Law, Severability and Venue

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU. All parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location.

12 No Third-Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the parties hereto and shall not create any rights in any third parties. No other person or entity shall have any right of action based upon the provisions of this MOU.

13 Indemnification

CVAG shall indemnify and hold RCDWR, its officers, directors, Board of Supervisors, agents and employees free and harmless from and against any and all claims, loss, injury, damage, liability, or expense (including without limitation, reasonable attorney's fees), to any person, entity or property, which relates to or arises from the negligence or willful misconduct of RCDWR, its officers, directors, Board of Supervisors, agents and/or employees, in the execution or implementation of this MOU.

RCDWR shall indemnify and hold CVAG, its officers, directors, commissioners, agents and employees free and harmless from and against any and all claims, loss, injury, damage, liability, or expense (including without limitation, reasonable attorney's fees), to any person, entity or property, which relates to or arises from the negligence or willful misconduct of CVAG, its officers, directors, Board of Supervisors, agents and/or employees, in the execution or implementation of this MOU.

The parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

14 Section Headings

The Section headings herein are for the convenience of the parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

15 Compliance with Laws and Regulations

By executing this MOU, RCDWR and CVAG agree to comply with all applicable federal, state and local laws, regulations and ordinances.

16 Waiver

Failure by a party to insist upon the strict performance of any of the provisions of this MOU by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this MOU thereafter.

17 Severability

Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

18 Entire Memorandum of Understanding

This MOU is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the Agreement.

[Signatures on Following Page]

DATE: _____

RIVERSIDE COUNTY
DEPARTMENT OF WASTE RESOURCES

By: _____
HANS KERNKAMP
GENERAL MANAGER-CHIEF ENGINEER

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
COUNTY COUNSEL

BY:  _____
AMRIT P. DHILLON
DEPUTY COUNTY COUNSEL

DATE: _____

COACHELLA VALLEY
ASSOCIATION OF GOVERNMENTS

By: _____
TOM KIRK
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:
JOANNA STUECKLE,
CLERK

BY: _____

DATE: _____