

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



**ITEM: 12.1
(ID # 18305)**

MEETING DATE:
Tuesday, March 01, 2022

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of the Cost Sharing Agreement between the Riverside County Department of Waste Resources and Lake Hemet Municipal Water District for the Valle Vista Landfill Drainage and Reconfiguration Project, CEQA – Nothing Further Required. District 3. [\$330,000 Total Cost - Department of Waste Resources Enterprise Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA), whereas on January 27, 2021, RCDWR, as part of the Project's permit application process, filed a Notice of Exemption identifying that the Project is exempt from CEQA pursuant to the State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), statutorily exempt pursuant to Section 15269 (Emergency Projects) and categorically exempt pursuant to Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), Section 15304 (Minor Alterations of Land), and Section 15306 (Information Collection);
2. Approve the Cost Sharing Agreement (Agreement) between the Riverside County Department of Waste Resources (RCDWR) and the Lake Hemet Municipal Water District (LHMWD); and
3. Authorize the RCDWR General Manager – Chief Engineer to execute the Agreement documents on behalf of the County of Riverside.

ACTION:Policy


Hans Kekikamp, General Manager - Chief Engineer 2/10/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel 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: March 1, 2022
xc: Waste

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 330,000	\$ 330,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Waste Resources Enterprise Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Valle Vista Landfill is located on property owned by LHMWD located north of Fairview Avenue, in the community of Valle Vista. The landfill was originally utilized by the Riverside County Road Department for trash burning operations in 1956 in accordance with the August 1956 Land Lease Agreement between the County of Riverside and LHMWD. Landfill operations ceased in December 1956.

A housing development that occurred between 1999-2001 included construction of a 48" stormwater culvert that releases stormwater runoff adjacent and directly into the side of the landfill. Another 60" culvert, with an unknown history, directs stormwater towards the western boundary of the landfill limits. Over time, stormwater flows from the two culverts have eroded the western edge of the landfill, exposing landfill material. As a result, the Riverside County Department of Environmental Health - Local Enforcement Agency (LEA), has issued Notices of Violation (NOVs).

To bring the site into compliance with California Code of Regulations Title 27, the RCDWR proposes to reconfigure the landfill such that the stormwater flow from both culverts no longer comes into contact with the landfill.

LHMWD has agreed to share 50% of both the construction and permitting costs for the Project with RCDWR. RCDWR estimates the costs to be \$660,000; however, should the costs exceed \$660,000, both RCDWR and LHMWD agree to share the additional cost with approval in writing from both parties.

CEQA Findings

On January 27, 2021, as required when applying for Resource Agency permits, the RCDWR filed a Notice of Exemption (NOE) with the County Clerk, identifying that the Project (sampling, landfill repairs, and drainage improvements, as well as associated contract documents and permit approvals), at the closed Valle Vista Landfill was exempt from CEQA pursuant to the State CEQA Guidelines Sections 15061(b)(3) (General Rule for Exemption), statutorily exempt pursuant to Section 15269 (Emergency Projects) and categorically exempt pursuant to Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), Section 15304

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(Minor Alterations of Land), and Section 15306 (Information Collection). The 35-day statute of limitations for review and comment has expired, with no comments or challenges to the NOE received. Since the proposed motion in this Form-11 involves the executing a cost-sharing agreement to complete work already assessed under the NOE, nothing further is required under CEQA.

Impact on Residents and Businesses

There is no impact to residents or businesses.

ATTACHMENTS:

- A. Valle Vista Landfill Cost Sharing Agreement



Jason Farin, Principal Management Analyst 2/23/2022



Gregory V. Priamos, Director County Counsel 2/16/2022

1 **VALLE VISTA LANDFILL DRAINAGE AND LANDFILL RECONFIGURATION**
2 **PROJECT COST-SHARING AGREEMENT**

3 **(Valle Vista Landfill –**
4 **Community of Valle Vista, CA; APN 549-030-035)**

March 1, 2022

5 This COST SHARING AGREEMENT (“AGREEMENT”), dated ~~November~~, 2021,
6 (“Effective Date”) by and between the COUNTY of RIVERSIDE, a political subdivision of the State
7 of California, hereinafter referred to as “COUNTY”, and the Lake Hemet Municipal Water District,
8 an agency of the State of California, hereinafter referred to as “LHMWD”, collectively referred to as
9 the “PARTIES”, hereby agree as follows:

10 RECITALS

11 A. The Valle Vista Landfill (“Landfill”) is currently located on certain real property
12 on Riverside County Assessor Parcel Number 549-030-035 owned by the LHMWD, located north of
13 Fairview Avenue, in the Community of Valle Vista, California; and

14 B. As shown on Exhibit A, the Landfill was originally utilized by the Riverside
15 County Road Department for trash burning operations in 1956 and was located within boundary limits
16 comprised of two parcels owned by the LHMWD (Riverside County Assessor Parcel Numbers 549-
17 030-035 and 549-030-074) and other certain real property owned by Mr. Howard of Valle Vista Farms
18 known as the “Fairview Tract”; and

19 C. The Riverside County Road Department performed landfill operations on certain
20 real property on Riverside County Assessor Parcel Number 549-030-035, owned by the LHMWD, in
21 accordance with the August 1956 lease agreement between the COUNTY and LHMWD; and

22 D. The LHMWD remains the owner of Riverside County Assessor Parcel Number
23 549-030-035; and

24 E. The Riverside County Road Department performed landfill operations on the
25 Fairview Tract owned by Mr. Howard of Valle Vista Farms in accordance with the September 1956
26 lease agreement between the COUNTY and Mr. Howard of Valle Vista Farms; and
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1 F. The Riverside County Road Department ceased landfill operations on certain real
2 property located on Riverside County Assessor Parcel Number 549-030-035 owned by LHMWD in
3 accordance with the termination of lease agreement dated December 1956; and

4 G. The Riverside County Department of Waste Resources (RCDWR) was formed in
5 1986 (then called the Riverside County Waste Management Department) and currently handles the
6 COUNTY's maintenance responsibilities for closed landfill sites, including the Valle Vista Landfill;
7 and

8 H. Forecast Homes Corporation completed the clean closure of the portion of the
9 Landfill on the Fairview Tract from 1999-2001 in order to construct a housing development on certain
10 real property; and

11 I. Forecast Homes Corporation donated a subdivision of the Fairview Tract
12 (Riverside County Assessor Parcel Number 549-030-073) that contained a portion of the Landfill that
13 was clean closed, to the Western Riverside County Regional Conservation Authority (WRCRCA) on
14 February 27, 2013 for conservation purposes; and

15 J. Over time, the outflow from two stormwater culverts on Riverside County
16 Assessor Parcel Number 549-030-073, as shown on Exhibit A, one 48" RCP culvert maintained by
17 the Riverside County Transportation Department and one 60" RCP culvert with no known
18 maintenance agreement, eroded the western side of the landfill, exposing burn ash material; and

19 K. Every quarter since May 2015, the erosion has resulted in the issuance of Notices
20 of Violation ("NOV") from the Riverside County Department of Environmental Health, Local
21 Enforcement Agency ("LEA"), for Drainage and Erosion Control and Site Maintenance; and

22 L. The PARTIES agree and recognize that it is in the public interest to perform the
23 necessary work to eliminate existing environmental impacts and risks to health and safety from
24 exposed waste; and

25 M. In January 2019, LHMWD agreed to the December 2018 work plan proposed by
26 RCDWR to address the NOV's issued by the LEA, which entails performing waste characterization
27 sampling on certain real property on Assessor Parcel Numbers 549-030-74 and 549-030-035 and
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1 reconfiguring the landfill to remove landfill material from the downstream drainage path of the two
2 storm drains; and

3 N. It was unknown whether landfill material exists on certain real property owned
4 by LHMWD located on Riverside County Assessor Parcel Number 549-030-074 and in September
5 2019, RCDWR performed soil sampling in accordance with the soil sampling plan contained in the
6 December 2018 work plan proposed by RCDWR on Riverside County Assessor Parcel Number 549-
7 030-074; and

8 O. The sampling found no landfill material on certain real property located on
9 Riverside County Assessor Parcel Number 549-030-074 and the LEA agrees that there is no landfill
10 material on that parcel, therefore, no work shall need to be performed by RCDWR on that parcel; and

11 P. The PARTIES have agreed to work cooperatively in the event that the work plan
12 may need to be changed; and

13 Q. The COUNTY accepted the role as Lead Agency for the purposes of the
14 California Environmental Quality Act (“CEQA”) and prepared the appropriate CEQA determination,
15 a Notice of Exemption, for the work to address the NOVs, as described in the December 2018
16 workplan, and to complete the activities necessary to satisfy the requirements of CEQA; and

17 R. The PARTIES have agreed in good faith to equally share costs associated with
18 implementing the necessary work in order to address any environmental impacts or increased risks to
19 health and human safety; and

20 S. The PARTIES have agreed to apply for the California Department of Resources
21 Recycling and Recovery’s Legacy Disposal Site Abatement Grant Program to cover up to 50% of the
22 total construction cost.

23 T. This agreement is applicable solely to RCDWR and shall not construe application
24 to any other department or district within the County of Riverside; and

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26 NOW, THEREFORE, the PARTIES do hereby mutually agree as follows:
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1 1. CEQA. The COUNTY will remain the Lead Agency under CEQA. The
2 COUNTY filed the appropriate CEQA Determination for the necessary work.

3 2. Incorporation of Federal and State Laws. All applicable federal and state laws
4 and regulations in effect at the effective date, and as may hereafter be amended during the term of the
5 AGREEMENT, shall govern this agreement. In any conflict between the terms of the AGREEMENT
6 and the provisions of such laws and regulations, the latter shall control.

7 3. Responsibility of Parties and Mutual Remediation. The COUNTY shall assist in
8 facilitating the necessary work to ensure proper environmental protection and health and safety of the
9 surrounding community. Both PARTIES shall equally share financial responsibility for the repair,
10 management, and remediation costs for completion of the work, which may include, but are not
11 limited to, planning, permitting, construction, project management, filing costs and fees, and other
12 restoration efforts as necessary. The total cost of the project, including environmental mitigation fees
13 shall not exceed \$660,000. Therefore, the individual contribution of either party shall not exceed
14 \$330,000. Any increase to the total cost must first be approved in writing by both PARTIES. Future
15 costs may also include any fines and/or penalties levied on the PARTIES by the Local Enforcement
16 Agency (LEA) for any violation(s) of state and/or federal law. The PARTIES agree to mutually
17 cooperate to their fullest extent for this project and any future remediation efforts as may be required.

18 4. Timing for Required Actions. PARTIES shall endeavor to complete the work
19 in a timely manner. COUNTY has begun work on permitting in good faith.

20 5. Representation of Ownership and Right of Entry/Insurance/Indemnity.

21 LHMWD hereby represents and warrants that it is the sole owner of certain real property
22 located on Riverside County Assessor Parcel Number 549-030-035 and hereby grants the COUNTY
23 and any agents, subconsultants, employees, or contractors, employed or contracted with a right of
24 entry (collectively "CONTRACTORS"), to perform the necessary work until such time as the work
25 is completed. Prior to entry to the Landfill, CONTRACTORS shall provide LHMWD with evidence
26 of either self-insurance or a certificate of general liability insurance, with a combined single limit of
27 liability of not less than Two Million Dollars (\$2,000,000). For any work to be performed by
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1 CONTRACTORS, such CONTRACTORS shall be duly licensed and bonded with workers
2 compensation insurance in minimum liability amounts required pursuant to applicable law.
3 COUNTY shall indemnify and hold LHMWD harmless from any and all liabilities, claims, and
4 damages that LHMWD may incur to the extent caused by COUNTY'S breach of this Section 5, and/or
5 the negligent acts or omissions of COUNTY and/or CONTRACTORS in furtherance of any work to
6 be performed at the Landfill pursuant to this AGREEMENT.

7 6. Term. The AGREEMENT shall be effective upon full execution by both
8 PARTIES and shall continue for a term of five years or until the regulatory agencies, such as the LEA,
9 consider the site remediated and the cost for said work has been accounted for and equally split,
10 whichever comes first.

11 7. Accounting. After the completion of the work, both PARTIES shall account
12 for all costs from the work and agree to an equal split of the final total cost. The COUNTY intends to
13 perform the construction work with its own forces; however, some of the work, such as the biological
14 monitoring, shall be contracted out to a third-party. Therefore, the COUNTY shall provide all labor
15 reports and contractor invoices for the project to LHMWD at the completion of the project and upon
16 request during the project.

17 8. Amendments to the Agreement. This AGREEMENT may be amended only by
18 consent of both PARTIES. No amendment shall be effective unless it is in writing and duly signed
19 by the authorized representatives of both PARTIES.

20 9. Authorized Signatories. The PARTIES warrant and represent that the individuals
21 signing this AGREEMENT on their behalf can and do bind the PARTIES to the terms of this
22 agreement.

23 10. Notices. All notices shall be deemed duly given three (3) days after deposit of
24 said notice in the U.S. Mail, postage prepaid.

25 Notices shall be sent to following address for the COUNTY:

26 Attn: Andy Cortez
27 14310 Frederick Street

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1 Moreno Valley, CA 92553

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3 Notices shall be sent to the following address for the LHMWD:

4 Attn: Mike Gow

5 26385 Fairview Avenue

6 Hemet, CA 92544

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8 11. Governing Law and Venue. This AGREEMENT shall be governed and construed
9 in accordance with the laws of the State of California. In any action brought to enforce this
10 AGREEMENT, venue shall be in the Riverside County Superior Court.

11 12. Severability. If any provision or provisions of this AGREEMENT shall be held
12 to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining
13 provisions shall not in any way be affected or impaired.

14 13. Consent to Waiver and Breach. No term or provision shall be deemed waived
15 and no breach excused, unless the waiver or breach is consented to in writing, and signed by the
16 PARTY or PARTIES affected. Consent by any PARTY to a waiver or breach by any other PARTY
17 shall not constitute consent to any different or subsequent waiver or breach.

18 14. Complete Agreement. This AGREEMENT is the result of negotiations and
19 discussion between the PARTIES and represents a final expression of their understanding with
20 respect to the shared responsibility of both PARTIES. No provision contained herein shall be
21 construed against a PARTY to the AGREEMENT based solely on a PARTY drafting the
22 AGREEMENT.

23 14. Resolving Disputes. If a dispute arises under this AGREEMENT, the disputing
24 PARTIES agree to attempt to mutually resolve the dispute. Absent resolution, a mutually agreed-
25 upon mediator in Riverside County will be obtained. Any cost and fees, apart from attorney fees,
26 shall be shared equally among the disputing PARTIES. If such dispute is not mutually resolved

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1 within 60 days after referral to the mediator, either PARTY may pursue any rights or remedies at law
2 or in equity available.

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1 IN WITNESS WHEREOF, each PARTY has executed this COST-SHARING AGREEMENT
2 as of the date set forth below.

3 RECOMMENDED FOR APPROVAL:

4 **RIVERSIDE COUNTY DEPARTMENT**
5 **OF WASTE RESOURCES**

COUNTY OF RIVERSIDE

6 By: _____
7 HANS KERNKAMP
8 General Manager-Chief Engineer

By: _____
9 JEFF HEWITT
10 Chairman, Board of Supervisors

ATTEST:
11 CLERK OF THE BOARD
12 KECIA R. HARPER

10 APPROVED AS TO FORM:
11 GREGORY P. PRIAMOS
12 COUNTY COUNSEL

12 By: _____
13 Synthia M. Gunzel
14 Chief Deputy County Counsel

By: _____
Deputy

16 RECOMMENDED FOR APPROVAL:

17 **LAKE HEMET MUNICIPAL WATER DISTRICT**

18 By: Todd A. Foutz, President
19 Todd A. Foutz
20 Board President

Date: 01/20/2022

1 IN WITNESS WHEREOF, each PARTY has executed this COST-SHARING AGREEMENT
2 as of the date set forth below.

3 RECOMMENDED FOR APPROVAL:

4 RIVERSIDE COUNTY DEPARTMENT
5 OF WASTE RESOURCES


COUNTY OF RIVERSIDE

6 By: _____
7 HANS KERNKAMP
8 General Manager-Chief Engineer

By: 
JEFF HEWITT
Chairman, Board of Supervisors

ATTEST:
CLERK OF THE BOARD
KECIA R. HARPER

10 APPROVED AS TO FORM:
11 GREGORY P. PRIAMOS
12 COUNTY COUNSEL

12 By: 
13 Synthia M. Gunzel
14 Chief Deputy County Counsel

By: 
Deputy

16 RECOMMENDED FOR APPROVAL:

17 LAKE HEMET MUNICIPAL WATER DISTRICT

18 By: 

Date: 1/20/2012

20 TODD A. FOUTZ

21 (Printed Name)

22 PRESIDENT

23 (Title)

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