

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



**ITEM: 3.21
(ID # 18880)**

MEETING DATE:
Tuesday, June 28, 2022

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: ENVIRONMENTAL HEALTH: Approve City of Riverside Participating Agency Agreement, FY 22/23-26/27. Districts 1 and 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Certified Unified Program Agency Agreement between the City of Riverside and the County of Riverside (City of Riverside PA Agreement);
2. Authorize the Director of Environmental Health or designee to execute the updated City of Riverside PA Agreement documents; and
3. Direct the Clerk of the Board to return three (3) copies of the City of Riverside PA Agreement to the Department of Environmental Health.

ACTION:Policy


Aaron Gettis, Deputy County Counsel

6/7/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: June 28, 2022
xc: Environmental Health

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Environmental Health (DEH) was designated by the State of California, Environmental Protection Agency as the Certified Unified Program Agency (CUPA) or lead agency for the County in 1997 and recertified in 2012 upon withdrawal by the City of Banning as a Participating Agency (PA).

The State's goal in creating the CUPA was to make hazardous materials and hazardous waste management programs (Unified Program) with cities and counties more coordinated, consolidated and consistent.

As the CUPA for the County, DEH is responsible for coordinating and implementing hazardous material/waste management programs countywide to accomplish this goal. DEH, as the lead agency, carries out all required elements of a CUPA throughout the county with the exception of the cities of Corona and Riverside. These cities have opted to carry out various programs within their jurisdiction through Participating Agency (PA) agreements. The City of Riverside has been an active PA since January 1997 and has worked cooperatively with DEH to ensure the State's Unified Program elements are coordinated and uniformly carried out.

The DEH administers an agreement with each PA to define the program level responsibilities of DEH and the City of Riverside PA. The current City of Riverside PA Agreement expires June 30, 2022. It is requested that the Board of Supervisors authorize DEH to execute and administer an updated City of Riverside PA Agreement for another five-year term beginning July 1, 2022.

Impact on Residents and Businesses

The impact will be minimal on regulated businesses as the CUPA and PA meet regularly to discuss inspection technique and processes for standardization purposes.

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STATE OF CALIFORNIA**

Contract History and Price Reasonableness

This contract has no costs; it is only a programmatic agreement for coordination and implementation of the Unified Program elements. A City of Riverside PA agreement has been in place since 1997.

ATTACHMENT:

City of Riverside PA Agreement



Jason Farin Principal Management Analyst 6/21/2022

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.

AGREEMENT

CERTIFIED UNIFIED PROGRAM

This Agreement is made and entered into by and between the City of Riverside, hereinafter called "CITY," and the County of Riverside, through its Department of Environmental Health, Hazardous Materials Management Branch, hereinafter called "COUNTY," (together, "Parties"), and hereby establishes the responsibilities of each party concerning the Certified Unified Program Agency.

RECITALS

WHEREAS, Health and Safety Code (H&SC) § 25404.1(b)(1) requires the County to act as a Certified Unified Program Agency (CUPA) to implement and operate a Unified Program in the unincorporated area of the county and within all incorporated cities that have not been certified as a CUPA; and,

WHEREAS, the certification of the County as a CUPA under H&SC § 25404 et seq., enables the County to carry out the responsibilities of administering such regulatory programs; and,

WHEREAS, the City of Riverside and the County of Riverside recognize that it is in the public interest to establish and implement a cooperative program for the management of hazardous materials within the City of Riverside,

NOW THEREFORE, the Parties mutually agree to the terms provided on pages 1 through 6 of this Agreement, and Attachment 1 attached hereto and incorporated herein.

CITY

COUNTY

BY: _____

BY: Jeff Johnson

TITLE: _____

TITLE: Director

DATE: _____

DATE: June 6, 2022

ADDRESS: 3900 Main Street, 3rd Floor

Riverside, CA 92522

6-13-22 Caroline K Monroy
DATE BY

FORM APPROVED COUNTY COUNSEL

JUN 28 2022 3.21

AGREEMENT

The COUNTY, acting as the CUPA, agrees to administer the Unified Program elements relating to the following facilities and operations within the jurisdiction of the CITY:

- 1.1 Underground Storage Tank Program
- 1.2 Hazardous Waste Generator Program, including hazardous waste generators conducting onsite treatment under permit-by-rule, conditional authorization, and conditionally exempt authorizations.
- 1.3 California Accidental Release Prevention (CalARP) Program

The CITY acting as a Participating Agency (PA), within the Unified Program, shall administer the program elements relative to the following facilities and operations within the incorporated area of the CITY:

- 2.1 Hazardous Materials Release Response Plans and Inventory Program
- 2.2 Hazardous Materials Management Plans and Inventory and permits for the handling, use and storage of hazardous materials, pursuant to the California Fire Code
- 2.3 Aboveground Petroleum Storage Act Program

COUNTY agrees to:

- 3.1 Maintain State Certification under H&SC § 25404 et seq.
- 3.2 The COUNTY shall represent the agencies within the Unified Program at meetings and public hearings involved in the application and certification process.
- 3.3 Maintain documentation that the COUNTY meets the education, training, and experience pursuant to Title 27 of the California Code of Regulations (CCR) § 15260, and has adequate resources to implement the program elements it administers pursuant to 27 CCR § 15170, specified in certification requirements.
- 3.4 Conduct, at a minimum, quarterly meetings of agencies within the Unified Program pursuant to the 27 CCR § 15180, for the purpose of establishing policies and procedures, resolving duplication and regulatory overlap issues, encouraging uniformity and communicating enforcement actions. The COUNTY and the CITY as a Participating Agency will have equal input into the decision-making process. Disputes will be resolved through the established Dispute Resolution Process.

- 3.5 Abide by the CUPA/PA Dispute Resolution Process, pursuant to CCR § 15180 and § 15210, as developed by agencies within the Unified Program and established in the application package submitted to the State for certification.
- 3.6 Collect and maintain the necessary data to implement and manage the Unified Program, pursuant to 27 CCR § 15180 et. seq., including fee information, facility inventories, inspection and enforcement data, and permit information. The data and information required by CalEPA must be submitted on a timely basis and according to established timelines.
- 3.7 Implement the Single Fee System, pursuant to 27 CCR § 15210, which incorporates fees and surcharges necessary to cover the costs incurred in implementing the Unified Program. Fees for CITY administered program elements will be collected by the COUNTY and dispersed to the CITY within 60 days or as mandated by statute and regulations.
- 3.8 Implement a Fee Accountability Program, pursuant to 27 CCR § 15220, to encourage efficient and cost effective operation of the Unified Program.
- 3.9 Collect the State Surcharge, pursuant to CCR § 15250, from regulated facilities and submit collected surcharges to CalEPA as mandated by the statute and regulations.
- 3.10 Implement the Inspection and Enforcement Plan, pursuant to 27 CCR § 15200, in cooperation with the CITY in a manner consistent with the statute and certification.
- 3.11 Implement the Consolidated Permit Program, pursuant to 27 CCR § 15190, and consistent with certification.
- 3.12 Conduct an annual evaluation of the CITY program elements pursuant to 27 CCR § 15330, in order to maintain the Unified Program standards, as mandated by the statute and certification. Guidelines for content and conduct of the audits shall be developed in cooperation with the agencies within the Unified Program.
- 3.13 Enter into a Program Improvement Agreement, pursuant to CCR § 15330(d), with the CITY, if the CITY ceases to meet minimum qualifications or fails to implement its program element(s) agreed upon by the agencies within the Unified Program and established certification. The Program Improvement Agreement shall specify the areas of improvement minimum accomplishments necessary, and time frames, which shall be met by the CITY.
- 3.14 Comply with all applicable statutory and regulatory requirements.

3.15 The COUNTY shall indemnify and hold CITY, its officers, agents departments, and employees free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, departments, and employees for property damage, bodily injury or death or any other element of damage of any kind or nature, occurring in the performance of this Agreement between the Parties to the extent that such liability is imposed on the CITY by the provisions of Section 895.2 of the Government Code of the State of California, and COUNTY shall defend, at its own expense, including attorney's fee, CITY, its officers, agents, departments and employees in any legal action or claim of any kind based upon such alleged acts or omissions.

The CITY agrees to:

4.1 Provide Documentation/Certification that the CITY meets the education, training, and experience requirements identified in 27 CCR § 15260 and § 15270, and has adequate resources to implement the program element(s) it administers pursuant to 27 CCR § 15170 specified in certification requirements.

4.2 Attend and participate in all scheduled meetings, pursuant to 27 CCR § 15180(e), with agencies within the Unified Program.

4.3 Abide by the procedures established in the Dispute Resolution Process, pursuant to 27 CCR § 15180(e)(6) and § 15210, and certification requirements.

4.4 Provide the COUNTY with data needed to manage the Unified Program, pursuant to 27 CCR § 15280 and § 15290, including but not limited to fee information, facility inventories, inspection and enforcement data, and permit information. The data and information must be submitted in a timely manner and according to a frequency agreed upon by the agencies within the Unified Program, allowing the COUNTY to meet established regulatory deadlines.

4.5 Cooperate with the COUNTY in the development of a Single Fee System and comply with all provisions established in the Single Fee System Implementation Plan, as developed by the agencies within the Unified Program and as specified within certification.

4.6 Adopt fees for program elements the CITY administers that comply with all requirements pertaining to the Fee Accountability Program.

4.7 Implement the Inspection and Enforcement Plan, pursuant to 27 CCR § 15200, in cooperation with agencies within the Unified Program and, in a manner consistent with

the statute and certification.

4.8 Implement the Consolidated Permit Program, pursuant to 27 CCR § 15190, in cooperation with agencies within the Unified Program and in a manner consistent with certification.

4.9 Assist the COUNTY with the annual evaluation of the CITY program elements, pursuant to 27 CCR § 15330. Guidelines for the content and conduct of the audit and program improvement agreements shall be developed by the agencies with the Unified Program.

4.10 Comply with all applicable statutory and regulatory requirements.

4.11 To cover the COUNTY'S cost of administering the Certified Unified Program Agency, the CITY agrees that the COUNTY will be paid in the following manner:

- a) The cost of the COUNTY to administer the Unified Program will be paid for by the businesses regulated under the program elements within the Unified Program.
- b) The CITY will work cooperatively with the COUNTY in the development of any fees for recovering administrative costs.

4.12 The CITY shall indemnify and hold COUNTY, its officers, agents, departments, and employees free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of CITY, its officers, agents, departments, and employees for property damage, bodily injury or death or any other element of damage of any kind or nature occurring in the performance of the Agreement between the Parties to the extent that such liability is imposed on the COUNTY by the provisions of Section 895.2 of the Government Code of the State of California, and CITY shall defend at its expense, including attorney's fees, COUNTY, its officers, agents, departments, and employees in any legal action or claim of any kind based upon such alleged acts or omissions.

5.1 The Parties agree this Agreement shall be effective as of July 1, 2022 and continue in effect through June 30, 2027, unless terminated by either party pursuant to Section 5.2 of this Agreement.

5.2 Either party may terminate this agreement by giving the other party six (6) months written notice at the following address:

CITY

City of Riverside
Fire Department
3900 Main Street, 3rd Floor
Riverside, CA 92522

COUNTY

County of Riverside
Department of Environmental Health
4065 County Circle Drive, #104
P.O. Box 7600
Riverside, CA 92503-7600

5.3 No Third Party Beneficiary. This agreement between CITY and COUNTY is intended for the mutual benefit of the two signing Parties only and to comply with the requirements of H&SC § 25404.1 (b)(1). No rights are created under this agreement in favor of any third party.

This agreement is intended by the Parties to be the 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. This written agreement may be changed or modified only upon the written consent of the Parties.

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ATTACHMENT 1

The State of California Health and Safety Code (H&SC), § 25404 et seq., requires the County to apply for Certification to establish a Unified Program to consolidate the implementation of the following hazardous materials program requirements:

1. Requirements adopted pursuant to H&SC, Division 20, Chapter 6.5, § 25100 et seq., applicable to hazardous waste generators and hazardous waste generators conducting on-site treatment of hazardous wastes authorized under permit-by-rule, conditional authorization pursuant to H&SC § 25200.3 and conditional exemption pursuant to H&SC § 25201.5, (generally supplemented by Division 4.5, Title 22 of the California Code of Regulations).
2. Requirements adopted pursuant to H&SC, Division 20, Chapter 6.67, § 25270 et seq., applicable to, the Aboveground Petroleum Storage Act Program requirements.
3. Requirements adopted pursuant to H&SC, Division 20, Chapter 6.67, § 25280 et seq., applicable to an Underground Storage Tank Program.
4. Requirements adopted pursuant to H&SC, Division 20, Chapter 6.95, Article 1, § 25500 et seq., (generally supplemented by Title 19 of the California Code of Regulations, Sections 2620-2734).
5. Requirements adopted pursuant to H&SC, Division 20, Chapter 6.95, Article 2, § 25531 et seq., (generally supplemented by Title 19 of the California Code of Regulations, Sections 2735.1-2785.1), applicable to CalARP.
6. Requirements adopted pursuant to Section 5001.5.1 and 5001.5.2, Part 9 of Title 24, California Fire Code, applicable to Hazardous Material Management Plans and Hazardous Materials Inventory Statements.