

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



**ITEM: 11.3**  
(ID # 22117)

**MEETING DATE:**

Tuesday, June 27, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approve the Multi-Year Agreement Between the Riverside County Flood Control and Water Conservation District and the County of Riverside, on behalf of its Waste Resources Department, for the Household Hazardous Waste Collection Programs, FY 2023/2024 to FY 2027/2028, All Districts. [\$1,500,000 Total – District Funds 100%] (Companion to MT Item 21830)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Multi-Year Agreement for Household Hazardous Waste Collection Programs ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the County of Riverside, on behalf of its Waste Resources Department ("Waste Resources");

Continued on Page 2

**ACTION:**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/14/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, 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 Gutierrez  
Nays: None  
Absent: None  
Date: June 27, 2023  
xc: Flood, Waste

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

(Companion item: 12.1)

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments that do not increase the cost to the District and do not materially change the scope of services, subject to approval by County Counsel;
4. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
5. Direct the Clerk of the Board to return one (1) executed Agreement to the District and one (1) executed Agreement to the Riverside County Waste Resources Department.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 300,000	\$ 1,500,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> (see source of funds below)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-27/28	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Agreement is necessary for the District to contribute funds to Waste Resources' Household Hazardous Waste Collection Programs in order to meet the requirements of the National Pollutant Discharge Elimination System ("NPDES") permits.

Since 1993, the District has provided funding in support of the Household Hazardous Waste Collection and Anti-Freeze, Batteries, Oil and Latex Paint Collection Programs as part of its NPDES area-wide municipal stormwater management program. In compliance with the NPDES permits, the District has chosen to continue to provide financial support for Waste Resources' area-wide program services. Therefore, the District will contribute an amount not to exceed Three Hundred Thousand Dollars (\$300,000) in each fiscal year toward the program. A prior agreement has been approved by the District's Board of Supervisors on June 26, 2018 [Agenda Item No. 11.3] for the same contract amount. This Agreement continues the existing funding arrangements for these programs from FY 2023-24 through FY 2027-28.

**Impact on Residents and Businesses**

Funding will be provided by the District's annual NPDES Benefit Assessments levied in the Santa Ana, Santa Margarita and Whitewater Benefit Assessment Areas. Execution of the Agreement imposes no additional impacts to residents and businesses.

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**Source of Funds**

25180-947540-527240 NPDES Whitewater Assessment – NPDES Contributions - 10%  
25190-947560-527240 NPDES Santa Ana Assessment - NPDES Contributions - 80%  
25200-947580-527240 NPDES Santa Margarita Assessment – NPDES Contributions - 10%

**Additional Fiscal Information**

Sufficient funding is available in the District's recommended budget for Fiscal Year 2023-24 and will be included in the proposed budget(s) for Fiscal Years 2024-25 through 2027-28, as appropriate.

**ATTACHMENT:**

1. Multi-Year Agreement

SK:rlp  
P8/251234

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst      6/20/2023

  
\_\_\_\_\_  
Kristine Bell-Valdez, Supervising Deputy County Counsel      6/14/2023

**MULTI-YEAR AGREEMENT**

For Household Hazardous Waste Collection Programs  
 FY 2023/24 to FY 2027/28

This Multi-Year Agreement ("Agreement"), effective July 1, 2023, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the County of Riverside, a political subdivision of the State of California, on behalf of the Department of Waste Resources ("COUNTY"). DISTRICT and COUNTY are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

**RECITALS**

A. Congress in 1987 added Section 402(p) to the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), (33 U.S.C.A. §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 ("MS4") into waters of the United States; and

C. Pursuant to 33 U.S.C.A Section 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 permits for designated industrial activities and certain MS4s; 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 ("RWQCB") to administer the NPDES permit process within the boundaries of their respective regions; and

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

I. DISTRICT, COUNTY, CVWD and the incorporated Cities (except for the City of Blythe) within Riverside County have obtained NPDES MS4 permits from the respective RWQCBs in order to comply with Section 402(p); and

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

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

L. COUNTY conducts certain area-wide collection programs and activities pertaining to hazardous waste management, hazardous materials facility compliance inspections, and health and safety code inspections; and

M. Certain aspects of COUNTY activities are consistent with the goals and objectives of NPDES MS4 permits and the Best Management Practices ("BMP") included in the permittee's regional Drainage Area Management Plans ("DAMP"); and

N. DISTRICT wishes to support certain COUNTY programs and activities by contributing an amount not to exceed Three Hundred Thousand Dollars (\$300,000) per fiscal year, hereinafter called "CONTRIBUTION", for Fiscal Years 2023/24 through 2027/28 to sustain the scope of certain COUNTY programs and activities to meet the requirements of NPDES MS4 permits as set forth herein. The total amount of DISTRICT CONTRIBUTION under this Agreement shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000); and

O. It is understood that this Agreement does not change existing responsibilities for compliance with any NPDES MS4 permit, and COUNTY, through any services provided, is not assuming responsibility for NPDES MS4 permit compliance requirements as they exist or may be established; and

P. Cooperation between DISTRICT and COUNTY in these matters is in the best interest of the public.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. NPDES PROGRAM ACTIVITIES – COUNTY will perform certain NPDES program activities as long as adequate manpower is available within COUNTY's staff and reimbursement from DISTRICT is sufficient to perform the activities agreed to, including the following: Household Hazardous Waste ("HHW") Collection Program, and Antifreeze, Battery, Oil and Latex Paint ("ABOP") Program. A scope of services and budget for the HHW and ABOP Programs are described below.

(a) TEMPORARY HHW COLLECTION FACILITY ("THHWCF") PROGRAM:

- (i) COUNTY shall conduct not less than fifteen (15) HHW collection events during the first fiscal year of this Agreement. Additional events for future Fiscal Years will be scheduled based on the amount of DISTRICT's contribution to specifically support the HHW program. A minimum of two (2) THHWCF events or a single permanent HHW site shall be established in each of the three (3) NPDES MS4 permit areas (Santa Ana, Santa Margarita and Whitewater watersheds).
- (ii) COUNTY and DISTRICT shall advertise scheduled HHW collection events in countywide and/or local newspapers.
- (iii) DISTRICT and COUNTY shall work cooperatively with the incorporated Cities and other interested parties to provide technical assistance and/or coordinate additional HHW collection sites within the NPDES permit areas.

(b) PERMANENT HHW COLLECTION FACILITY ("PHHWCF") AND ABOP PROGRAM:

- (i) COUNTY shall operate at least one (1) PHHWCF and/or ABOP collection center in each of the Santa Ana, Santa Margarita and Whitewater River watersheds.
- (ii) DISTRICT and COUNTY shall work cooperatively with the incorporated Cities and other interested parties to facilitate the

establishment of additional PHHWCF and/or collection centers within the NPDES permit areas.

2. ANNUAL PROGRAM REVIEW – During January of each year, DISTRICT and COUNTY representatives shall meet and review program status, scope, costs, priorities, projected activities and available funding sources for NPDES PROGRAM ACTIVITIES:

- (a) DISTRICT and COUNTY staff shall review available funding resources and develop a preliminary schedule for NPDES program activities based on DISTRICT's contribution to NPDES PROGRAM ACTIVITIES for the upcoming Fiscal Year.

3. USE OF ABOP/HHW CONTRIBUTION – The 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.

4. INDEMNITY AND HOLD HARMLESS – COUNTY shall indemnify, defend and hold harmless DISTRICT (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of COUNTY, its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of COUNTY, its officers, employees, agents or representatives ("Indemnitors") from this Agreement. COUNTY shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.



The indemnifying Party's obligation hereunder shall be satisfied when it has provided to the other Party the appropriate form of dismissal relieving the other Party from any liability for the action or claim involved.

5. REPORTS AND INFORMATION – The COUNTY shall submit to DISTRICT on or before October 1<sup>st</sup> a report on NPDES PROGRAM ACTIVITIES performed by the COUNTY during the previous Fiscal Year (July 1<sup>st</sup> through June 30<sup>th</sup>). The report shall include, but not be limited to:

- (a) Narrative describing the HHW Program (to include a summary of each collection event) and ABOP Program performed by the COUNTY pursuant to this Agreement during the prior Fiscal Year.
- (b) Quantities of materials collected by the HHW and ABOP Programs, cost of waste disposal and costs associated with labor, supply, equipment and materials costs.

6. HHW EVENT – For the purposes of this Agreement, an HHW event is a THHWCF event operated by COUNTY.

7. PAYMENT – For Fiscal Years 2023/24 through 2027/28, COUNTY shall invoice DISTRICT on or before April 30<sup>th</sup> of each fiscal year for a lump sum amount of Three Hundred Thousand Dollars (\$300,000). DISTRICT shall pay within thirty (30) days after receipt of appropriate invoice from COUNTY. The total amount to be paid to COUNTY pursuant to this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000) in any fiscal year and shall not exceed the sum of One Million Five Hundred Thousand Dollars (\$1,500,000) for the entire term of this Agreement.

8. CONTINGENCY – CONTRIBUTION shall be contingent upon the approval by DISTRICT's Board of Supervisors of the annual Benefit Assessment levies for the

Santa Ana, Santa Margarita and Whitewater Watershed Benefit Assessment Areas and based on available funding. In the event that DISTRICT funds determined to be available will be less than the agreed upon not to exceed amount of Three Hundred Thousand Dollars (\$300,000) for the next fiscal year, DISTRICT will notify COUNTY in January of the current fiscal year of the deficiency in the Benefit Assessment Area's funds so that COUNTY may adjust, after consultation and agreement by DISTRICT, the scope of NPDES PROGRAM ACTIVITIES to be provided for the remainder of the current fiscal year or the next fiscal year.

9. COMPLIANCE WITH NPDES PERMITS – NPDES PROGRAM ACTIVITIES, as specified herein, will be performed by COUNTY under this Agreement. Nothing in this Agreement shall be construed as making COUNTY responsible for NPDES permits compliance.

10. NON-INTERFERENCE – DISTRICT understands and agrees that it shall not directly supervise or interfere with any COUNTY activities contemplated hereunder.

11. TERM OF AGREEMENT – This Agreement shall commence on July 1, 2023 and shall continue in effect until June 30, 2028.

12. TERMINATION OF AGREEMENT – Either Party may terminate the provisions of this Agreement related to the HHW and ABOP Programs subject to six (6) months written notice thereof.

13. APPLICABILITY OF PRIOR AGREEMENTS – This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and understandings are hereby superseded.

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Richard Boon

RIVERSIDE COUNTY DEPARTMENT  
OF WASTE RESOURCES  
14310 Frederick Street  
Moreno Valley, CA 92553  
Attn: Lisa Thompson

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

4/27/23

(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:   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By:   
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

By:   
Deputy

(SEAL)

Multi-Year Agreement for Household Hazardous Waste Collection Programs  
FY 2023/24 to FY 2027/28  
05/24/23  
SK:rlp

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By   
HANS W. KERNKAMP  
General Manager-Chief Engineer

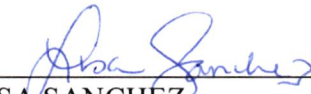
By   
KEVIN JEFFRIES, Chair  
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

By   
LISA SANCHEZ  
Deputy County Counsel

By   
Deputy

(SEAL)

Multi-Year Agreement for Household Hazardous Waste Collection Programs  
FY 2023/24 to FY 2027/28  
05/24/23  
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