

AGREEMENT

CERTIFIED UNIFIED PROGRAM

This Agreement is made and entered into by and between the City of Corona, hereinafter called "CITY," and the County of Riverside, through its Department of Environmental Health, Hazardous Materials Management Branch, hereinafter called "COUNTY," (each, a "Party" and 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, Division 20, Chapter 6.11, § 25404 et seq (the "Statute"), enables the County to carry out the responsibilities of administering such regulatory programs; and,

WHEREAS, the City of Corona 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 Corona in accordance with the Statute and Title 27 of the California Code of Regulations, Division 1, Subdivision 4, Chapter 1 (the "Regulations");

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: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ADDRESS: 735 Public Safety Way

Corona, CA 92280

AGREEMENT

The COUNTY, acting as the CUPA, agrees to administer the Unified Program elements relating to the following facilities and operations within the incorporated area 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 Aboveground Petroleum Storage Act Program
- 1.4 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

COUNTY agrees to:

- 3.1 Maintain State Certification under H&SC § 25404 et seq.
- 3.2 The COUNTY shall represent the CITY and other PAs 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 Unified Program elements it administers pursuant to 27 CCR § 15170 and as specified in certification requirements.
- 3.4 Conduct periodic meetings of PAs within the Unified Program 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 PA, will have equal input into the decision-making process. Disputes will be resolved through the Dispute Resolution Process established pursuant to 27 CCR §§ 15180, 15210.

- 3.5 Abide by the CUPA/PA Dispute Resolution Process established pursuant to CCR §§ 15180 and 15210, as developed by the CUPA in consultation with the PAs within the Unified Program and set forth 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 Cal-EPA must be submitted on a timely basis and according to established time lines.
- 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 Unified Program elements administered by CITY will be collected by the COUNTY and dispersed to the CITY within 60 days.
- 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 Cal-EPA as mandated by the Statute and Regulations.
- 3.10 Implement the Inspection and Enforcement Program Plan, pursuant to 27 CCR § 15200, in cooperation with the CITY in a manner consistent with the Statute and Regulations.
- 3.11 Implement the Consolidated Permit Program, pursuant to 27 CCR § 15190, and consistent with certification requirements.
- 3.12 Conduct an annual evaluation of the Unified Program elements administered by the CITY pursuant to 27 CCR § 15330, or as necessary to maintain the Unified Program standards. Guidelines for content and conduct of the evaluation 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 the Unified Program element(s) the CITY administers in the manner agreed upon by the PAs within the Unified Program and established pursuant to the certification requirements. 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 Uniform Program element(s) the CITY 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 PAs 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 §§ 15180 and 15190, 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 PAs 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 PAs within the Unified Program and as specified within the certification requirements.

4.6 Adopt fees for Unified Program elements the CITY administers that comply with all requirements pertaining to the fee accountability program.

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

consistent with the Statute, the Regulations and certification requirements.

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

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 evaluation and program improvement agreements shall be developed by the PAs with the Unified Program.

4.10 Comply with all applicable statutory and regulatory requirements.

4.11 To cover the COUNTY'S cost of performing the duties of the CUPA and implementing and operating the Unified Program, the CITY agrees that the COUNTY will be paid in the following manner:

a) The cost to the COUNTY to administer the Unified Program will be paid directly 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 County 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, 2023 and continue in effect through June 30, 2028, 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 Corona
Fire Department
735 Public Safety Way
Corona, CA 92280

COUNTY

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

5.3 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.

5.4 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 of 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 6.7, § 25280 et seq., applicable to an Underground Storage Tank Program (generally supplemented by Division 3 of Title 23 of the California Code of Regulations).
4. Requirements adopted pursuant to H&SC, Division 20, Chapter 6.95, Article 1, § 25501 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 Cal ARP .
6. Requirements adopted pursuant to Sections 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.