

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH
AND
THE CITY OF COACHELLA**

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF COACHELLA, hereinafter referred to as "CITY" and the COUNTY OF RIVERSIDE, DEPARTMENT OF ENVIRONMENTAL HEALTH, hereinafter referred to as "COUNTY", to be effective on the date approved by both parties.

I. RECITALS:

WHEREAS, CITY desires Environmental Planning review, Technical Assistance, and Plan Review for Onsite Wastewater Treatment Systems (OWTS) in accordance with the Riverside County Local Agency Management Program (LAMP) and;

WHEREAS, CITY does not have an approved LAMP and;

WHEREAS, COUNTY's LAMP was approved by the Regional Water Quality Control Board on November 17, 2016 and;

WHEREAS, CITY desires to abide by the Riverside County LAMP and;

WHEREAS, CITY agrees to rescind any and all existing OWTS ordinances, rules and regulations prior to COUNTY'S review to avoid conflicting and duplicative rules and regulations and;

WHEREAS, CITY agrees to enact necessary regulation to allow for billing of permit fees by COUNTY for services to be rendered, according to County of Riverside Ordinance No. 640 and;

WHEREAS, COUNTY has personnel with sufficient training and expertise to provide such services in accordance with the LAMP and;

WHEREAS, COUNTY is prepared to provide such services under the terms and conditions set forth in this Memorandum of Understanding; and

WHEREAS, CITY and COUNTY agree to now enter into this Memorandum of Understanding for a period of five (5) years;

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

II. TERMS AND CONDITIONS

A. SUMMARY

The CITY requires professional services as described herein from the COUNTY for review of Onsite Wastewater Treatment Systems (OWTS).

B. TERM

The term of this MOU shall be effective on the date of execution, or on the date CITY enacts all necessary ordinances, rules and regulations regarding rescission of existing OWTS laws and to allow COUNTY to bill for permit fees. The agreement shall continue in effect for up to 5 five years, or until terminated as outlined in section IV below.

C. SERVICES TO BE RENDERED

Plan Review Services: Provide plan review of OWTS for commercial and residential applications. This review will include inspections of the property and technical review of the soil percolation study to ensure compliance with the Riverside County LAMP. Requests for an OWTS shall be accompanied by a City application or building

permit and shall be presented in person by the project proponent to a County Environmental Health office for their review. The project proponent shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52 for the type of review requested at the time of submission of the request, to cover the cost of services provided. All such review shall be provided within fifteen (15) working days of submittal of a completed application.

Planning Review: Provide environmental planning review to the City for all residential and commercial projects proposing OWTS, to ensure compliance with Riverside County LAMP. The project proponent shall be responsible for the payment of any applicable fees, at the current hourly rate established in County Ordinance 640 as codified in Riverside County Code, Ch. 4.52, to cover the cost of services provided. All such reviews shall be provided within (20) twenty working days of request for such services.

Inspection/Review of Annual Evaluation for Advanced Treatment Units (ATU): Provide inspection and/or review of the annual evaluation report for ATUs as required in the LAMP. The project proponent and/or homeowner shall be responsible for the payment of any applicable fees, as established in County Ordinance 640 and codified in Riverside County Code, Ch. 4.52, to cover the cost of services provided.

Services to be rendered specifically exclude COUNTY response to and enforcement of any complaints regarding malfunction or failure of an OWTS. CITY agrees to enact any ordinances or regulations necessary to enforce the failure of any OWTS, and to enforce in a manner consistent with the LAMP.

CITY shall enact any necessary ordinances to allow for COUNTY to directly bill any applicant.

CITY shall rescind, or suspend for the duration of this agreement and any subsequent renewals, any and all ordinances, regulations or other mandatory laws regarding OWTS systems within the CITY to avoid duplication of laws or conflicting laws. CITY shall also enact necessary implementation ordinances, regulations or other laws that would allow the provisions of the LAMP to control within the CITY's border and also that would allow COUNTY to provide services under the LAMP.

D. PERSONNEL

The services provided by the COUNTY shall be performed by COUNTY personnel under the control and direction of COUNTY. To the extent that CITY personnel may also participate in any of the activities herein provided for, CITY agrees to conduct those activities in accordance with the COUNTY LAMP, and any expenses by the CITY in this process shall be borne by CITY.

E. MUTUAL HOLD HARMLESS/INDEMNIFICATION

- 1) CITY agrees to defend, indemnify, and hold harmless COUNTY, its directors, officers, agents, Board of Supervisors, elected and appointed officials, employees, and representatives from and against any liability, damages, costs, losses, claims and expenses, based or asserted upon any services of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of COUNTY, its officers, agents, employees, subcontractors, agents or representatives.

- 2) CITY 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 of all Agencies, Districts, Special Districts, and Departments of the COUNTY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

- 3) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY from indemnifying the COUNTY to the fullest extent allowed by law.
- 4) With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of COUNTY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY'S indemnification to COUNTY as set forth herein. CITY'S obligation to defend, indemnify and hold harmless COUNTY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at CITY'S expense, for the defense or settlement thereof. COUNTY'S obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 5) COUNTY agrees to defend, indemnify, and hold harmless CITY, its directors, officers, agents, Board of Supervisors, elected and appointed officials, employees, and representatives from and against any liability, damages, costs, losses, claims and expenses, based or asserted upon any services of

CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this MOU, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CITY, its officers, agents, employees, subcontractors, agents or representatives.

- 6) 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 of all Agencies, Districts, Special Districts, and Departments of the CITY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.
- 7) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve COUNTY from indemnifying the CITY to the fullest extent allowed by law.
- 8) With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice, subject to approval of CITY, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY'S indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to COUNTY having given CITY written notice within a reasonable

period of time of the claim or of the commencement of the related action as the case may be, and information and reasonable assistance, at COUNTY'S expense, for the defense or settlement thereof. CITY'S obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

III. AMENDMENTS

Any amendment, modification, or variation from the terms of this MOU shall be in writing and shall be effective only upon mutual approval by the authorized parties.

IV. TERMINATION

Either CITY or COUNTY may terminate this Agreement at any time by giving (30) day written notice with or without cause to the designated contacts. Upon receipt of any notice of termination on the agreed upon effective date of termination services shall cease thereafter. Upon termination of this MOU, any OWTS under permit and subject to annual inspection shall revert to the CITY for inspection and permitting. Any fees paid to the COUNTY for an annual permit prior to notification of termination, shall not be refunded by the COUNTY.

V. COMPLETE MEMORANDUM OF UNDERSTANDING

This written MOU, including all writings specifically incorporated hereby in reference, shall constitute the complete MOU between the parties hereto. No oral MOU, agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral MOU, agreement or representation be binding upon the parties hereto. Any previous agreements between the CITY and COUNTY, whether oral or written, with regards to the activities outlined in Section II C of this MOU, shall be supplanted by this MOU. Other agreements or contracts between the CITY and COUNTY, not involving OWTS, shall be unaffected by this MOU.

VI. JURISDICTION/VENUE

This MOU shall be governed by, and construed in accordance with, the laws of the State of California. CITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside.

VII. NOTICE

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

CITY:
City of Coachella
Utilities Department
53462 Enterprise Way
Coachella, CA 92236

COUNTY:
County of Riverside
Department of Environmental Health
4065 County Circle Drive
Riverside, CA 92503

VIII. AUTHORITY TO EXECUTE MEMORANDUM OF UNDERSTANDING

Both CITY and COUNTY do covenant to each individual executing this MOU on behalf of each party is a person duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first herein above written.

CITY OF COACHELLA

COUNTY OF RIVERSIDE

By: _____
Dr. Gabriel Martin, PhD
City Manager

By: _____

ATTEST:

Angela M. Zepeda
City Clerk

APPROVED AS TO FORM:

Carlos Campos
Attorney

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Eric Stopher,
Deputy County Counsel

Dated _____