

**MEMORANDUM OF UNDERSTANDING BETWEEN  
RIVERSIDE COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH  
AND THE CITY OF TEMECULA (LR23-0171)**

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF TEMECULA, 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 the COUNTY to provide Vector Control Services that include mosquito surveillance and control, and fly, rodent and cockroach advice. Community awareness, public presentations, consultations, and public education with flyers and booklets can also be provided upon request; and

**WHEREAS**, CITY has adopted Riverside County Code section 8.36 *et seq.*, and desires the County to enforce said ordinances; and

**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) (the "Services"); and

**WHEREAS**, CITY does not have an approved LAMP, does not have any existing OWTS ordinances, rules and regulations and the COUNTY's LAMP was approved by the Regional Water Quality Control Board; and

**WHEREAS**, CITY agrees to enact necessary regulation to allow for billing of 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 noted above and as requested by the CITY; 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 ten (10) years; and

**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 in II.C.

### **B. TERM**

The term of this MOU shall be effective on the date of execution and shall continue in effect for up to ten (10) years, or until terminated as outlined in Section IV below.

### **C. SERVICES TO BE RENDERED**

#### 1) General Comment on COUNTY Services

- a) COUNTY will only respond to complaints referred directly by CITY staff to COUNTY. Citizen complaints received by COUNTY will be referred to CITY for approval.

- b) COUNTY will only provide the services noted in 2, 3, 4 and 5 of this section at the request of CITY.
- c) COUNTY will provide services noted in 6, 7 and 8 for any plans submitted directly to COUNTY.

2) Mosquito Control Services

- a) COUNTY will respond to complaints and requests for assistance concerning mosquitoes and, when appropriate, take action(s) to abate or control the vector(s).
- b) COUNTY will conduct mosquito surveillance and control activities, including, but not limited to, fact-finding, inventory of breeding sources, education and consultation, issuing notices of violation, following-up with the offending party when necessary, appearing in court as witness, and taking direct control action to include biological and chemical control when necessary.
- c) COUNTY will investigate human West Nile virus cases for potential breeding sources.

3) Bee Control Services

- a) COUNTY will respond to complaints and requests for assistance concerning bees and, when appropriate, take action(s) to abate them.
- b) COUNTY will maintain a program of public education and consultation in bee identification and management.

4) Other Vector Control Services

COUNTY will respond to requests for assistance and to complaints with information and advice. COUNTY will not provide chemical or biological treatment of house vectors. Other vectors include, but are not limited to flies, cockroaches, food-infesting pests and insects, ticks, mites, lice, fleas, and bed bugs; venomous insects such as wasps, yellow jackets, hornets and ants; other venomous arthropods such as scorpions and spiders, and vertebrate pests and vectors such

as native rodents, rattle snakes, pest birds, bats and skunks, among others.

5) Sewage, Trash and Garbage Complaints

- a) Overflowing Sewage: COUNTY will investigate complaints of overflowing sewage and abate the situation if justified, including legal action if requested, i.e., issuing notices of violation, issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness.
- b) Trash and Garbage: COUNTY will investigate complaints of illegal storage of household trash and garbage, i.e., solid waste, and abate the situation if justified, including legal action if required, i.e., issuing notices of violation, issuing citations, follow-up contact with the offending party when necessary, and appearing in court as witness. This does not include hazardous waste, concrete, wood, construction or demolition materials or debris, abandoned vehicles, tires, scrap metal, motor vehicle parts, or any other items not defined as household trash and garbage.

6) Plan Review Services

COUNTY will provide plan review of OWTS for commercial and residential applications within the CITY. 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 and/or building permit and shall be submitted in an acceptable format 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. Any payments shall be made directly to COUNTY and CITY shall not be responsible for any payments due from applications.

- 7) Planning Review: COUNTY will provide environmental planning review to the CITY for all residential and commercial projects proposing OWTS, for the sole purpose of ensuring 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.
- 8) Inspection/Review of Annual Evaluation for Advanced Treatment System (ATS): COUNTY will provide inspection and/or review of the annual evaluation report for ATSS as required in the Riverside County LAMP. The project proponent and/or property owner 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.
- 9) OWTS Excluded Services  
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 correction of any failure of any OWTS, and to enforce in a manner consistent with the Riverside County LAMP.
- 10) Conflicting OWTS Regulations  
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. PAYMENT FOR SERVICES**

1) Services in Section II, C parts 2, 3, 4 and 5

- a) CITY agrees to pay COUNTY at the rate in County Ordinance No. 640 for the cost of specific services rendered to CITY residents. CITY accepts the rate established in County Ordinance No. 640 as the total hourly cost to COUNTY to provide said services; CITY agrees to pay COUNTY such rate for all the time spent rendering such services as described herein, including travel time, and time spent attending City meetings. In addition, CITY shall reimburse COUNTY for actual costs of pesticides and supplies used. This shall not include any additional costs for other services, such as aerial application of pesticides, or aerial photography, which shall be approved in advance by the CITY.
- b) COUNTY shall submit itemized billings for the items as outlined in Attachment "A" of Agreement to CITY on a quarterly basis, for all services rendered. CITY agrees to pay all such non-disputed charges within sixty (60) days of receipt of itemized statements therefore.
- c) All administrative citation amounts charged by the COUNTY against CITY residents and/or businesses for any of the actions taken by COUNTY shall be used to offset against amounts charged to the CITY minus the cost of processing the citation, which would be retained by the COUNTY.

2) Services in Section II. C parts 6, 7 and 8

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

**E. 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, any expenses by the CITY in this process shall be borne by CITY.

**F. MUTUAL HOLD HARMLESS/INDEMNIFICATION**

- 1) To the fullest extent permitted by applicable law, CITY shall and does agree to indemnify, protect, defend and hold harmless COUNTY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collective "County indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) any action taken by CITY in connection with this Agreement, or (2) any negligent act or omission of CITY, its officers, employees, subcontractors, agents, or representatives (collectively, "City Liabilities"). Notwithstanding the foregoing, the only City Liabilities with the respect to which CITY's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to City Liabilities resulting from the negligence or willful misconduct of a County Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Services contemplated in this Agreement.
  - a) 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 Section 2782. Such interpretation shall not relieve CITY from indemnifying the COUNTY to the fullest extent allowed by law.
  - b) 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 its 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. CITY'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.

- 2) To the fullest extent permitted by applicable law, COUNTY shall and does agree to indemnify, protect, defend and hold harmless CITY, its agencies, districts, special districts and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively "City Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgements and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by COUNTY, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act omission of COUNTY, its officers, employees, subcontractors, agents, or representatives (collectively "County Liabilities"). Notwithstanding the foregoing, the only County Liabilities with respect to which COUNTY'S obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to County Liabilities resulting from the negligence or willful misconduct of an indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Services contemplated in this in the Agreement.
  - a) 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.

- b) 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 CITY having given 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 COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from an liability for the action or claim involved.

### **III. RECORDS**

County agrees to maintain records and documentation of the services rendered and supplies used pursuant to this Agreement for a period of five (5) years past the close of each calendar year. Such records or copies thereof shall be accessible to CITY for review upon reasonable notification by CITY without copying charges.

### **IV. 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.

### **V. TERMINATION**

Either CITY or COUNTY may terminate this MOU at any time by giving thirty (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.

Termination of this agreement does not terminate the parties' responsibility for payment of prior services rendered.

The CITY shall be responsible for payment of all services rendered by COUNTY prior to the effective termination date of this MOU.

#### **VI. 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 agreement or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral 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.

#### **VII. JURISDICTION/VENUE**

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

**VIII. 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:**  
**Attn: City Manager**  
**City of Temecula**  
**41000 Main Street**  
**Temecula, CA 92590**

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

**IX. 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 on \_\_\_\_\_ (Date)

**CITY OF TEMECULA**

\_\_\_\_\_ Dated: \_\_\_\_\_  
Zak Schwank, Mayor

**ATTEST:**

\_\_\_\_\_ Dated: \_\_\_\_\_  
Randi, Johl, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_ Dated: \_\_\_\_\_  
Peter M. Thorson, City Attorney

**COUNTY OF RIVERSIDE**

\_\_\_\_\_ Dated: \_\_\_\_\_  
Jeff Johnson, Director of Environmental  
Health

**APPROVED AS TO FORM:**

Minh C. Tran  
County Counsel

\_\_\_\_\_ Dated: \_\_\_\_\_  
Caroline K. Monroy, Deputy County Counsel

ATTACHMENT "A"

CITY OF TEMECULA QUARTERLY BILLING STATEMENT  
COUNTY OF RIVERSIDE  
DEPARTMENT OF ENVIRONMENTAL HEALTH

(Billing Timeline Dates), 20XX

As per the Agreement signed between the County of Riverside, Department of Environmental Health and the City of Temecula (LR23-0171) this is the Quarterly Billing Statement for activities performed by Environmental Health.

Attached is documentation of activities performed, hours expended, and any pesticides or supplies used.

The total amount billed for this quarterly period is: \$ (Amount)