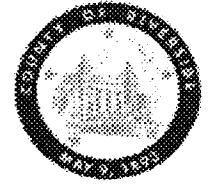


FORM APPROVED COUNTY COUNSEL  
 BY: JINNY R. YANG 7/20/10 DATE

664

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



FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:  
 July 15, 2010

SUBJECT: Memorandum of Understanding for Septic System Mitigation between the City of Perris, County of Riverside, and the Eastern Municipal Water District for the Community of Enchanted Heights

RECOMMENDED MOTION: That the Board of Supervisors:

Approve the Memorandum of Understanding (MOU) for Septic System Mitigation between the City of Perris, County of Riverside, and the Eastern Municipal Water District for the Community of Enchanted Heights

Departmental Concurrence

**BACKGROUND:** The community of Enchanted Heights was developed in the 1960s with individual septic systems and currently experiences an unacceptable number of failures due to the age of the systems, small lot sizes, and groundwater and soil conditions. This community exists both within the City of Perris and the unincorporated area of the County. In 2005, the Riverside County Board of Supervisors passed Resolution 2005-300 that established a prohibition for new septic systems in the community. This Resolution was the first step in securing funding for a community sewer system. Various attempts by Eastern Municipal Water District to secure funding for the whole project have not been successful. It has been recommended that the City of Perris apply for the grant funds for the entire project within the City and County areas. This MOU would delineate the responsibilities of the affected agencies and meet the requirements for the grant application.

*Steve Van Stockum*

SVS:JW

Steve Van Stockum, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS:</b> Contract revenue and department budget	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

APPROVE

County Executive Office Signature

BY: *Debra Courmoyer*  
 Debra Courmoyer

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley  
 Nays: None  
 Absent: Tavaglione  
 Date: July 27, 2010  
 xc: CHA-Environmental Health

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

Dept Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

MINUTES OF THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



**3.84**

(1)

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the recommendation from Community Health Agency/Environmental Health regarding Approval of a Memorandum of Understanding with the City of Perris and the County of Riverside for Septic Mitigation, 5<sup>th</sup> District is approved as recommended.

Roll Call:

Ayes: Buster, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione

(2)

On Motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter be reconsidered.

Roll Call:

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit

The following people spoke on the matter:

Monique Pegg  
Suzanna Martin

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on July 27, 2009 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors  
Dated: July 27, 2009  
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in  
and for the County of Riverside, State of California.

(seal)

By: [Signature] Deputy

AGENDA NO.  
**3.84**

xc: CHA-Environmental Health

MEMORANDUM OF UNDERSTANDING FOR SEPTIC SYSTEM MITIGATION  
BETWEEN THE COUNTY OF RIVERSIDE, EASTERN MUNICIPAL WATER DISTRICT,  
AND THE CITY OF PERRIS FOR THE COMMUNITY OF ENCHANTED HEIGHTS

This Memorandum of Understanding ("MOU") is made and entered into this \_\_\_ day of July, 2010, between and among **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), **EASTERN MUNICIPAL WATER DISTRICT**, a public agency (hereinafter "Eastern"); and **THE CITY OF PERRIS**, a municipal corporation (hereinafter "City"). County, City and Eastern are hereinafter sometimes referred to individually as a Party and collectively as the "Parties."

RECITALS

WHEREAS, the Enchanted Heights subdivision is a residential community originally built in the 1960s. The community is located partially in the boundaries of the County and partially in the boundaries of the City, along the western boundary of the City, as shown and depicted as the "Project Site" on the map attached hereto as Exhibit "A"; and

WHEREAS, the Project Site is comprised of 562 lots on approximately 170 acres. Each lot varies in size from 6,000 square feet to one-half acre. Of these lots, 446 residences rely on individual septic systems that often fail during the wet seasons posing a documented health concern with the potential to come into contact with perched groundwater; and

WHEREAS, in light of the severity of the situation and the urgent need to design and construct sewer system facilities to replace the failing septic tank systems, Eastern, the County Redevelopment Agency and the Perris Redevelopment Agency entered into a Joint Contribution Agreement in October of 2009, for the design of a sewer system to replace the existing septic tank systems (the "Enchanted Heights Sewer System Project," or "Project"), with Eastern being the lead agency; and

WHEREAS, the construction plans and specifications for the Project have been completed by Eastern and approved by the City, County and the California Department of Public Health ("Plans"); and

WHEREAS, to fund the construction of the Project, City has submitted an application to the State of California for a grant in the amount of Nine Million Seven Hundred Forty Four Thousand Eight Hundred Thirty Dollars (\$9,744,830) under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 ("Proposition 84 Program"); and

WHEREAS, the State of California is anticipated to issue a Funding Agreement to City committing \$9,744,830 in grant funds under the Proposition 84 Program for the Project (currently designated as Project No. 3310009-801), subject to certain terms and conditions, including the approval of an agreement between City, County, and Eastern outlining their respective roles and responsibilities.

JUL 27 2010 3.84

2010-09-103319

NOW, THEREFORE, in consideration of the above recited premises, which are incorporated herein by reference, together with the mutual covenants herein contained and attached hereto, it is agreed that:

### AGREEMENT

1. CITY RESPONSIBILITIES. City shall be the lead agency for the construction of the Project in accordance with the Plans and shall have primary responsibility for inspection and construction of the Project. City shall be the grant recipient and administrator for the Proposition 84 Program grant. City shall also be responsible for choosing and paying (with grant funds) for a contractor to complete the demolition, abandonment, and connection work contemplated under the Project. It is anticipated that City will own and operate the gravity collection lines upon completion of the Project. City shall ensure that all of the Parties are named as additional insureds under any policy of insurance related to construction of the Project.

2. COUNTY RESPONSIBILITIES. County, through its Environmental Health Department, shall be the lead agency responsible for the inspection of the demolition and abandonment of the existing septic systems for compliance with applicable codes. County shall also be responsible for verifying the connection of the residences to the Project.

3. EASTERN'S RESPONSIBILITIES. Eastern shall have secondary responsibility for inspection of the lift station and the force main during construction of the Project. Eastern will be responsible for acquiring the property necessary for the lift station. It is anticipated that Eastern will own and operate the lift station and force main upon completion of the Project, and be responsible for customer billing.

4. ALL PARTIES' RESPONSIBILITIES. All Parties agree to enter into additional agreements and execute documents reasonably necessary to carry out the intent of this MOU. Each Party agrees to issue encroachment or similar permits promptly to allow the other Parties to fulfill their responsibilities under this MOU. Each Party agrees that its fees for inspecting its portion of the Project shall be reimbursed out of grant proceeds, subject to the availability of grant proceeds after funding construction of the Project. If the cost of construction of the Project exceeds the grant proceeds, the Parties agree to waive inspection and other service fees. The Parties agree to collaborate on an outreach program to encourage the affected residents to connect to the Project. The Parties agree that, prior to awarding a contract for construction of the Project, the Parties will analyze the total cost of the Project including hard and soft costs, and if the estimated cost of the Project exceeds the amount of the Proposition 84 Program grant (projected to be \$9,744,830), the Parties will determine whether to proceed with the Project and share the additional cost. The Parties agree that Eastern shall receive credit for \$142,000 in costs which are not reimbursable under the grant against its portion of any such additional costs. Prior to proceeding with such agreement, the Parties shall obtain written consent, as approved and authorized by their respective governing bodies.

5. NOTICES. Any written communication required or permitted to be given hereunder will be deemed received upon personal delivery or 48 hours after deposit in any United States mail depository, first class postage prepaid, and addressed to the party for whom intended, as follows:

If to Eastern: Eastern Municipal Water District  
P.O. Box 8300  
Perris, CA 92572-8300  
Attn: General Manager

If to City: City of Perris  
101 North "D" Street  
Perris, CA 92370  
Attn: City Manager

If to County: County of Riverside  
Department of Environmental Health  
P.O. Box 7600  
Riverside, CA 92503  
Attn: John Watkins, Deputy Director

6. GENERAL. This MOU contains the entire agreement between the Parties with respect to the matters herein provided for and may only be amended by a subsequent written amendment executed by all parties. This MOU may be executed in counterparts, each of which shall be deemed an original but which together shall constitute a single agreement.

7. INDEMNIFICATION. In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Code, agree that each Party shall be liable for any damages including, but not limited to, claims, demands, losses, liabilities, costs and expenses including reasonable attorneys fees, resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this MOU, and each Party shall indemnify, defend and hold harmless the other Parties from such claims, demands, damages, losses or liabilities for their negligence.

8. INVALIDITY; SEVERABILITY. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall constitute in full force and effect.

9. SUCCESSORS AND ASSIGNS. This MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. SIGNATURE CLAUSE. The signatories hereto represent that they have been appropriately authorized to execute this MOU on behalf of the Party for whom they sign.

[End – Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this MOU.

**EASTERN MUNICIPAL WATER DISTRICT**

By:   
Anthony J. Pack, General Manager

Dated: August 26, 2010

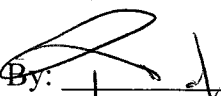
ATTEST:

By:   
Deputy Board Secretary

APPROVED AS TO FORM:

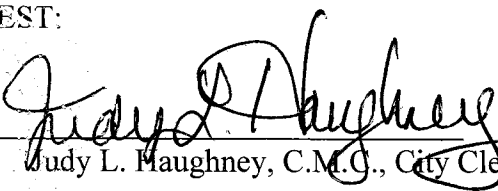
By: 

**CITY OF PERRIS**

By:   
Richard Belmudez, City Manager

Date: Aug 9, 2010

ATTEST:

By:   
Judy L. Haughney, C.M.C., City Clerk

APPROVED AS TO FORM:


By:   
Eric Dunn, City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CLERK'S COPY

Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

By:   
Marion Ashley, Chairman

Date: JUL 27 2010

ATTEST:  
CLERK OF THE BOARD

By:   
Deputy

APPROVED AS TO FORM:  
Pamela J. Walls, County Counsel

By:   
Finny R. Yang, Deputy

# Enchanted Heights Sewer Project



File name: Enchanted Heights Exhibit for Grant.mxd



**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Suzanne Martin

**Address:** 5002 Rowledge Dr  
(only if follow-up mail response requested)

**City:** Riv **Zip:** 92506

**Phone #:** 951-683-6679

**Date:** 7/27/10 **Agenda #** 3.84

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

**Support**     **Oppose**     **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

**Support**     **Oppose**     **Neutral**

**I give my 3 minutes to:** Monique Pegg

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.

**Riverside County Board of Supervisors  
Request to Speak**

3 MINUTES

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** MONIQUE PEGG

**Address:** 5002 ROCKLEDGE DR  
(only if follow-up mail response requested)

**City:** RIVERSIDE **Zip:** 92506

**Phone #:** 951 784-1906

**Date:** 7-27-10 **Agenda #** 3.84

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

**Support**       **Oppose**       **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

**Support**       **Oppose**       **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

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