

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



**ITEM: 3.19
(ID # 17952)**

MEETING DATE:
Tuesday, January 25, 2022

FROM : ENVIRONMENTAL HEALTH:

SUBJECT: DEPARTMENT OF ENVIRONMENTAL HEALTH: Approval of Memorandum of Understanding between the City of Menifee and the County of Riverside for Onsite Wastewater Treatment Systems (OWTS) services provided in accordance with the Riverside County Local Agency Management Program (LAMP), and Vector Control and Environmental Services - CEQA Exempt under Sections 15061(b)(3), 15251(g), 15308, and 15301. District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Memorandum of Understanding (MOU) is exempt from the requirements of the California Environmental Quality Act (CEQA) under Sections 15061(b)(3), 15251(g), 15308, and 15301 of the State CEQA Guidelines;
2. Approve the MOU between the City of Menifee (City) and the County of Riverside (County);
3. Authorize the Director of the Riverside County Department of Environmental Health, or designee, to execute the MOU documents on behalf of the County;

Continued on page 2

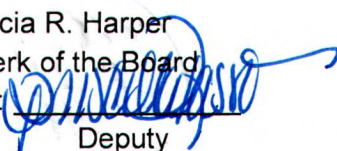
ACTION:Policy


Jeff Johnson, Director Environmental Health 1/18/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 25, 2022
xc: Environmental Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Director of the Riverside County Department of Environmental Health, or designee, to take all necessary steps to implement the MOU including, but not limited to, negotiating, approving and executing amendments, subject to approval as to form by County Counsel;
5. Delegate authority to the Director of the Riverside Department of Environmental Health, or designee, to enter into and implement similar MOUs with local jurisdictions within Riverside County (subject to approval as to form by County Counsel) to provide Vector control services, OWTS services under the LAMP, and services related to sewage, trash and garbage complaints as requested, where the costs and fees for such services are reimbursable in accordance with Riverside County Ordinance No. 640; and
6. Direct the Clerk of the Board to return two (2) copies of the executed MOU to the Riverside County Department of Environmental Health.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Menifee (City) has requested the Department of Environmental Health (Department) to provide various environmental health services. This MOU would allow the Department to provide vector control services, including mosquito control, bee control, and other services as defined; respond to environmental service requests in response to sewage, trash and garbage complaints; and provide services in accordance with the Department’s Local Agency Management Program (LAMP), including environmental planning review and technical assistance. The County will be compensated for these services in accordance with Riverside County Ordinance No. 640. The term of this MOU is for five years from the date of execution.

County Counsel has approved the MOU as to legal form, and the City and the Department have signed the MOU. The Department is requesting Board approval of the MOU.

The Department is also requesting the ability to enter and implement similar MOUs with other local jurisdictions within the County without further Board approval as long as County Counsel approves the MOUs as to form.

Environmental Findings

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

The MOU was reviewed and determined to be statutorily and categorically exempt from CEQA under Sections 15251(g) and 15308 of the State CEQA Guidelines. The MOU also meets the requirements under Section 15061(b)(3), the "Common Sense" exemption. First, the MOU qualifies under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the adoption of the MOU may have a significant effect on the environment. The MOU will not result in any direct or indirect physical environmental impacts because the MOU implements an existing LAMP that permits and regulates OWTS and alternative OWTS within the County of Riverside (County) and contracted cities while protecting water quality and public health. The MOU authorizes the City of Menifee to abide by the terms of the MOU to receive services in accordance with the MOU. Similarly, the environmental services contemplated in response to vector and sewage and trash and garbage complaints include services that have no possibility of resulting in a physical environment impact, such as investigations, inspections, public education, consultation, and legal action and contact with offending parties. Second, with respect to OWTS services, the State Water Resources Control Board's OWTS Policy, under which the LAMP was adopted, is a regulatory program certified as exempt from CEQA by the Secretary for Resources under Section 15251(g). The OWTS Policy was supported by a Substitute Environmental Document (SED) that analyzed subsequent actions by local agencies, and the OWTS Policy authorizes local agencies such as the County to adopt and implement a LAMP approved by the applicable Regional Water Quality Control Board. The County is authorized to rely on the State's SED in adopting this MOU under its approved LAMP. Third, the adoption of the MOU is exempt from CEQA under Section 15308 as an action taken by a regulatory agency as authorized by the State to assure the maintenance, restoration, enhancement or protection of the environment. The MOU applies the LAMP's standards for the proper design, placement, installation, maintenance and assessment of OWTS in permitting and regulating OWTS within the City of Menifee. Likewise, the abatement services in response to vector, sewage, and trash and garbage complaints protect the environment and include procedures to ensure the same. The vector abatement services including biological and chemical control are performed under the Integrated Vector Management Program, pursuant to the provisions stated in the National Pollutant Discharge Elimination System (NPDES) Permit, as adopted by the State Water Resources Control Board, and under the oversight of the County Agricultural Commissioner and the State Department of Pesticide Regulation. Finally, the biological and chemical control of vector sources are exempt from CEQA under Section 15301 as they maintain existing public and private facilities such as pools and fountains with no expansion of use. As such, nothing further is required under CEQA.

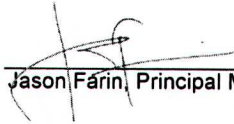
Impact on Residents and Businesses

Principle beneficiaries are the City residents and their guests. The City will reimburse the Department for Vector and environmental services, while costs associated with the LAMP services will be covered by the project stakeholders.

ATTACHMENTS:

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

1. Menifee Memorandum of Understanding with DEH - 2021
2. Notice of Exemption – LAMP MOU – DEH and City of Menifee



Jason Farin, Principal Management Analyst 1/19/2022



Gregory V. Priamos, Director County Counsel 1/19/2022

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

This Memorandum of Understanding (MOU) is made and entered into by and between the CITY OF Menifee, 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 on November 17, 2016; 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 five (5) 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 5 five 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 required, 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 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 No. 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.

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 Units (ATU)
COUNTY will provide inspection and/or review of the annual evaluation report for ATUs as required in the Riverside County 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.
- 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 (collectively "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, (2) the Agreement, including any approved amendments or modifications, or (3) 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 any 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 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.

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

Any notices to be served pursuant to this MOU shall be considered delivered when deposited in the United States mail and addressed to:

CITY:
City of Menifee
29714 Haun Rd.
Menifee, CA 92586
ATTN: CITY MANAGER

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 MENIFEE

COUNTY OF RIVERSIDE

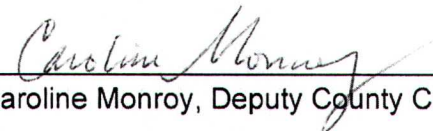


Armando Villa, City Manager



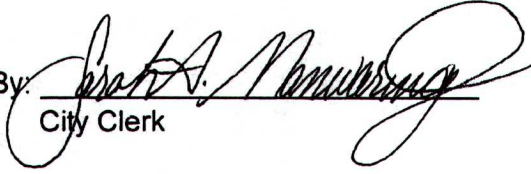
Keith Jones, Director

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

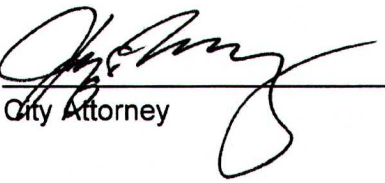
By: 
Caroline Monroy, Deputy County Counsel

Dated: 12/2/2021

ATTEST:
APPROVED AS TO FORM:

By: 
City Clerk

APPROVED AS TO FORM:
~~ATTEST:~~

By: 
City Attorney

CITY OF MENIFEE 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 Menifee 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)

NOTICE OF EXEMPTION

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
1.31.22
Date
PR
Initial

January 25, 2022

Project Name: County of Riverside, Memorandum of Understanding between the City of Menifee and the Riverside County Department of Environmental Health for Onsite Wastewater Treatment Systems (OWTS) under Local Agency Management Program (LAMP), vector control services, and environmental services in response to sewage, trash and garbage complaints.

Project Location: City of Menifee, County of Riverside

Description of Project: This is a memorandum of understanding (MOU) between the County of Riverside (County), a political subdivision of the State of California, and the City of Menifee (City), a political subdivision of the State of California. The MOU is an agreement that the County will provide services to the City including (1) certain OWTS services in accordance with the County’s LAMP, as it may be amended from time to time, (2) Vector Control Services, and (3) services in response to sewage, trash and garbage complaints. The MOU does not directly cause or permit any particular OWTS, but implements the LAMP to permit and regulate OWTS and alternative OWTS in the City. The County will investigate and take appropriate action in response to vector, and sewage, trash, and garbage complaints.

Name of Public Agency Approving Project: County of Riverside, Department of Environmental Health

Name of Person or Agency Carrying Out Project: County of Riverside, Department of Environmental Health

Exempt Status: State CEQA Guidelines, Sections 15061 (b)(3) – “Common Sense” Exemption, 15251 – Exemption for Certified State Regulatory Programs, 15308 – Actions by Regulatory Agencies for Protection of the Environment, and 15301 – Existing Facilities

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The project approves the City to obtain environmental services from the County including OWTS services in accordance with the County’s approved LAMP, which permits and regulates OWTS and alternative OWTS within the County of Riverside and contracted cities while protecting water quality and public health. It does not approve any specific OWTS and any OWTS services provided under the project shall be in accordance with the LAMP, as it may be amended from time to time. In addition, the County will provide services in response to vector control, sewage, trash, and garbage complaints that include investigative and abatement services including legal action if required. Each of these services are exempt from CEQA. Therefore, no environmental impacts related to this project are anticipated.

JAN 25 2022 3.19

- Section 15061 (b)(3) – “Common Sense” Exemption. In accordance with CEQA, the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

Based upon the entire record, the MOU between the County and the City does not have the potential for causing a significant effect on the environment. The agreement will not lead to any specific development at this time, change in use, or other factors that would create a direct or indirect reasonably foreseeable physical impact on the environment. The MOU allows the City to obtain OWTS services from the County in accordance with the County’s approved LAMP, which permits and regulates OWTS and alternative OWTS within the County of Riverside and contracted cities while protecting water quality and public health. The approval of the agreement will not approve any particular OWTS, and any OWTS services under the MOU will be provided in accordance with the approved LAMP, which extends to the County and contracted cities.

In addition, the MOU permits the City to receive vector control services and services in response to sewage, trash, and garbage complaints that have no possibility of having a significant effect on the environment. These services include investigations, inspections, public education, consultation, and legal action and contact with offending parties. Such actions have no physical effect on the environment.

Therefore, the approval of the agreement has no possibility of having a significant effect on the environment.

- Section 15251 – Exemption for Certified State Regulatory Programs. Regulatory programs of a state agency may be certified by the Secretary for Resources as being exempt from the requirements of preparing EIRs, negative declarations, and initial studies, and these certified programs may use a substitute environmental document. State CEQA Guidelines, Sections 15250, 15252. Other agencies may rely on the substitute environmental document in accordance with State CEQA Guidelines Section 15253.

The State Water Resources Control Board’s (SWRCB) OWTS Policy, under which the LAMP was approved, adopted and implemented, is a regulatory program certified as exempt from CEQA by the Secretary for Resources under Section 15251(g). State CEQA Guidelines, Section 15251(g). The SWRCB OWTS Policy was supported by a Substitute Environmental Document (SED) that analyzed subsequent actions by local agencies and anticipated that no further environmental document would be required for implementing actions by a local agency unless such actions may result in environmental impacts not analyzed. In accordance with State CEQA Guidelines, Section 15251, the County may rely

on the SED because: (1) the SED analyzed significant environmental effects on bioregions and hydrologic regions within the County of Riverside, as well as potential alternatives or mitigation measures; (2) the SWRCB solicited comments from governmental agencies and held scoping meeting between April 4, 2011 and May 19, 2011 prior to releasing the SED for public comment from September 30, 2011 until November 14, 2011; (3) the SWRCB granted approval for the OWTS Policy and implementing actions; and (4) the SWRCB exercised the powers of a lead agency by considering all the significant environmental effects and making findings for each. The OWTS Policy specifically authorizes local agencies such as the County to adopt and implement a LAMP approved by the applicable Regional Water Quality Control Board. Because the MOU implements the County's LAMP (approved in accordance with the OWTS Policy and without a further environmental document) and will not result in environmental impacts not analyzed, the County may rely on the SED and is not required to provide further environmental documentation.

- Section 15308 – Actions by Regulatory Agencies for Protection of the Environment. Actions taken by regulatory agencies, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment where the regulatory process involves procedures for protection of the environment, are exempt from CEQA. The MOU implements the County's LAMP, which regulates OWTS and alternative OWTS in accordance with the SWRCB's OWTS Policy to protect water quality and public health from faulty, improper, or inadequate OWTS.

The County will also provide abatement services to address vector sources (including regulated biological and chemical control of vector sources), and sewage and trash and garbage complaints. These activities are done for the protection of the environment and include procedures for the protection of the environment. Vector abatement services are provided under the Integrated Vector Management Program, pursuant to the provisions stated in the National Pollutant Discharge Elimination System (NPDES) Permit, as adopted by the State Water Resources Control Board and under the oversight of the County Agricultural Commissioner and the State Department of Pesticide Regulation. Such services are therefore exempt from CEQA.

- Section 15301 – Existing facilities. Actions consisting of the operation, repair, maintenance, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing are exempt from CEQA. Here, the environmental abatement services in response to vector services includes the application of biological or chemical control treatments of vector sources in existing public or private facilities such as pools, fountains, or other structures. Such activities maintain existing facilities with no expansion of use and are exempt from CEQA.

Based upon the identified exemption above, the County of Riverside, Department of Environmental Health hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  _____

Jeff Johnson, Director
County of Riverside, Department of Environmental
Health

Dated: 1/11/22 _____