

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SANTA BARBARA
AND
THE CITY OF SANTA BARBARA**

REGARDING ONSITE WASTEWATER TREATMENT SYSTEMS

EFFECTIVE DATE: _____

WHEREAS, pursuant to Chapter 4.5 (commencing with Section 13290) of Division 7 of the California Water Code, the State Water Resources Control Board has adopted the Water Quality Control Plan for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy).

WHEREAS, the OWTS Policy establishes a waiver of Waste Discharge Requirement permits for OWTS systems meeting the criteria of the OWTS Policy.

WHEREAS, the OWTS Policy establishes low risk siting and design requirements for OWTS subject to the OWTS Policy and authorizes local agencies to submit a Local Agency Management Program (LAMP) to the Regional Water Quality Control Board for approval of alternate methods of siting and design to achieve the same purpose.

WHEREAS, the County of Santa Barbara, Environmental Health Services (EHS) operates a program for the approval of the siting, design, operation and maintenance of OWTS for individual residences and has adequate staffing and technical knowledge to meet the requirements of the OWTS Policy.

WHEREAS, the County of Santa Barbara (County) has submitted and obtained approval of a LAMP in accordance with the OWTS Policy.

WHEREAS, the County's LAMP states, "The provisions of this LAMP will apply to the unincorporated areas of Santa Barbara County. It will not be implemented within the incorporated cities unless there is an agreement approved by the County and the City extending the authority of EHS to within the City's jurisdiction."

WHEREAS, the County has authority to implement the LAMP within the unincorporated areas and those local jurisdictions that enter into an agreement with the County (Cal. Health and Safety Code 101400).

WHEREAS, the City of Santa Barbara (City) has existing OWTS and areas without access to a public sewer system.

WHEREAS, the City has adopted by reference the provisions of Chapter 18C of the County Code of Ordinances to regulate OWTS within the City.

THEREFORE, THE COUNTY AND THE CITY AGREE AS FOLLOWS:

I. DESIGNATION AND AGREEMENT

1. The City designates the County as the qualified Local Agency, and the County accepts the designation, for the implementation of the County's approved LAMP for the siting, design, operation, and maintenance of certain OWTS within the City's incorporated area as set forth herein.
2. The County and City agree that the requirements of the LAMP, Chapter 18C of the County Code of Ordinances as adopted and amended pursuant to Chapter 22.04 of the Santa Barbara Municipal Code, OWTS Policy, and the California Plumbing Code will govern the applicable siting, design, operation, and maintenance of OWTS within the City.
3. The MOU shall be effective from the effective date hereof and shall continue in effect until either party (City or County) gives a written Notice of Termination to the other. Unless mutually agreed upon, the Notice of Termination of this MOU cannot occur in less than 90 days from the actual termination of the services agreed to herein.

II. APPLICABILITY

1. OWTS subject to this agreement shall consist of those OWTS that generate 10,000 gallons per day or less of domestic wastewater (as that term is defined in the OWTS Policy), that dispose of wastewater below the ground surface, that is generated from single family residences, multi-family residences, commercial buildings where the wastewater is from domestic sources (i.e., toilets, urinals, bathtubs, showers, dishwashing facilities, laundry washing, and garbage disposals), buildings which are a combination of commercial and residential, and commercial food service buildings with a wastewater with a Biological Oxygen Demand (BOD) of 900 mg/L or less and a properly functioning grease interceptor.
2. This MOU shall not apply to OWTS within the incorporated area of the City that involve the any of the following:
 - a) Generate more than 10,000 gallons per day,
 - b) Discharge high strength wastewater, other than commercial food service buildings meeting the above requirements,
 - c) Are commercial food service buildings that don't meet the above requirements,
 - d) Generate industrial wastewater,
 - e) Accept wastewater from Recreational Vehicles,
 - f) Utilize methods to dispose of wastewater above ground,
 - g) Treat and reuse wastewater onsite for non-potable uses.

III. GENERAL PROVISIONS

COUNTY RESPONSIBILITIES

1. The County will notify the appropriate Regional Water Quality Control Board that the City has entered an agreement to be regulated under the County's LAMP. The powers and duties of the County as the administrative authority shall be as outlined in Chapter 18C-11 of the County Code of Ordinances.

2. The County will review all applications for new, replacement or repair of OWTS for siting and design, and issue permits as authorized by Chapter 18C-4 of the County Code of Ordinances.
3. The County, as the administrative authority, will review projects and shall concur prior to issuance of City development permit applications for building permits where an OWTS is present on the property. The County will evaluate whether the proposed construction will impact the OWTS. Projects subject to County review will include proposed construction of appurtenances, changes of use, additional or expanded structures, or a proposed accessory dwelling unit that would by design:
 - Potentially increase wastewater flows,
 - Change the strength of the wastewater,
 - Impinge upon required setbacks of the OWTS, any of its components, or the required 100% future expansion area.
4. Upon project review by the County, if the building project does not require an OWTS permit under Chapter 18C-4 of the County Code of Ordinances, the County shall provide the owner of the property, City, and/or his/her representative with building permit project concurrence, a list of corrections needed to proceed with the building permit application, or a detailed reason why the County cannot provide concurrence for issuance of a City building permit as proposed. Projects that the County determines may impact ground or surface water may be referred to the Regional Water Quality Control Board to obtain a Waste Discharge Requirement permit.
5. The County shall establish fees and recover costs for services from project applicants within the City in the amount as established by the County Board of Supervisors to fully recover costs of these permitting, inspection, and review services for OWTS.
6. The County will maintain an inventory of all OWTS permitted within the City's incorporated area including OWTS Policy Tier, depth to groundwater, setback information, and whether a non-conventional onsite wastewater treatment system was required.
7. The County will require an evaluation by a qualified professional of all systems which are determined to be exhibiting signs of failing. The County will issue compliance orders to owners of OWTS when a qualified professional determines the system needs replacement or repair.
8. The County may issue an operating permit to all new OWTS as provided by this MOU. The County will maintain a database of all new OWTS, including when the system was serviced by a service technician and the results of any effluent testing performed by a California certified laboratory, as required by the LAMP.
9. The County will register all Sewage Pumper Trucks that service OWTS within the City's jurisdiction (Cal. Health and Safety Code 117400-117450).

10. The County will complete and submit an annual report to the Regional Water Quality Control Board by February 1 of each year detailing the number, location, and description of permits issued for OWTS within the City where a variance is granted and assess the impact of OWTS discharges based on analysis of water quality data, complaints, inspection results, monitoring data, and failures. Other data outlined in the OWTS Policy, Section 9.3.2 will be reviewed if available.
11. The County may refer to the City for legal enforcement, any violation of the City's ordinance where the property owner has failed to comply with the written directives of the County Health Officer or his/her authorized deputy.
12. The County may refer any property owner whose permit for a new OWTS is suspended or revoked for failure to comply with the directives of the Health Officer to the Regional Water Quality Control Board to obtain a Waste Discharge Requirement permit.

CITY RESPONSIBILITIES

13. The City will provide the County with a list of all parcels within the City's jurisdiction that have no connection to the public sewer within 120 days of the effective date of this MOU.
14. The City will notify the County when an existing OWTS was destroyed or decommissioned and connected to the public sewer.
15. The City shall notify the County whenever a new building with an OWTS is issued a Certificate of Occupancy.
16. The City shall refer to the County any building permit application for a new building, remodel of an existing building, repair of an existing OWTS, or construction of any building or permanent structure which may impinge upon an OWTS or future expansion area. The City shall not issue a building permit for a project referred to the County unless plans are first concurred with by the County.
17. The City shall require a property owner to submit a Waste Discharge Report (WDR) issued by the Regional Water Quality Control Board for any OWTS project that does not meet the requirements identified in Section III of this MOU.
18. The City shall refer to the County any complaint alleging an OWTS is failing. The City shall indicate whether the City desires to conduct a joint investigation of the complaint.
19. The City shall investigate any complaint alleging construction of an OWTS or modification of an existing OWTS without obtaining the appropriate permits.
20. The City shall provide legal enforcement for any property owner who fails to comply with the City's ordinance and written directives issued by the Health Officer or his/her authorized deputy.

21. The City, upon cancellation of this MOU, shall comply with the Tier 1 requirements in the State OWTS Policy until the Regional Water Quality Control Board has approved a LAMP authorizing the City to use alternative requirements. If as a result of termination of this MOU the Regional Water Quality Control Board determines that a WDR is required for existing OWTS, the City shall be responsible for issuing a notice to the owner of each property where an OWTS is installed within their jurisdiction directing the owner to obtain a WDR.
22. The City shall provide the County with any surface or groundwater quality monitoring data collected by the City as part of its National Pollutant Discharge Elimination System (NPDES) Permit requirements, a City operated water utility, or other monitoring program upon request.

IV. SEVERABILITY

1. The City may terminate this MOU, with or without cause, upon ninety (90) days written notice to the County.
2. The County may terminate this MOU, with or without cause, upon ninety (90) days written notice from the director of environmental health services to the City.
3. Upon the effective date of the termination, the City shall become responsible for enforcement of the State OWTS Policy within its jurisdiction.
4. In addition to the above, in the event that the State Water Board adopts new regulations regarding OWTS, the County may, at its discretion terminate this MOU upon the effective date of the new regulations. The City and the County, at their mutual agreement, may negotiate and adopt an amendment to this MOU to include the new regulations.

V. MUTUAL INDEMNIFICATION

1. County will indemnify, defend and hold harmless City, its elected and appointed officers, and employees from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses arising from or connected with County's negligent acts and/or omissions, arising from this MOU and/or relating to this MOU. County will not be obligated to indemnify, defend and hold harmless City from City's negligent acts and/or omissions relating to this MOU.
2. City will indemnify, defend and hold harmless County, its elected and appointed officers, and employees from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses arising from or connected with City's negligent acts and/or omissions, arising from this MOU and/or relating to this MOU. City will not be obligated to indemnify, defend and hold harmless County from County's negligent acts and/or omissions relating to this MOU.

VI. AUTHORIZING SIGNATURES

IN WITNESS THEREOF the parties hereto have caused this agreement to be executed on the day and year written below.

CITY OF SANTA BARBARA
BUILDING AND SAFETY DIVISION

COUNTY OF SANTA BARBARA
ENVIRONMENTAL HEALTH SERVICES

Christina Dye, Chief Building Official
Building and Safety Division

Lars Seifert, REHS, Director
Environmental Health Services

Date of Signature

Date of Signature