

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ORANGE COUNTY SANITATION DISTRICT AND THE CITY OF
ORANGE FOR THE CONSTRUCTION AND TRANSFER OF SEWER FACILITIES IN
CONJUNCTION WITH PROJECT 2-49**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into on this _____ day of _____, 2024, by and between the:

ORANGE COUNTY SANITATION DISTRICT,
a County Sanitation District, hereinafter referred to as "OCSAN";

AND

CITY OF ORANGE, California, a Municipal Corporation,
hereinafter referred to as "City."

OCSAN and City are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as "Parties."

RECITALS

WHEREAS, OCSAN is a duly organized County Sanitation District existing pursuant to the County Sanitation District Act, California Health and Safety Code section 4700, et seq., providing for the ownership, operation, and maintenance of waste collection, treatment, and disposal facilities within Orange County, California; and

WHEREAS, City is a municipal corporation duly organized and validly existing under the laws of the State of California, with the power to carry on its business as it is now being conducted under the statutes of the State of California; and

WHEREAS, OCSAN is a regional operator of sewage collection and sewage treatment facilities, which owns and operates, among other facilities, regional sewage collection facilities, including trunk sewer pipelines as large as 108 inches in diameter.

WHEREAS, City operates a local sewage collection system, which collects sewage from properties within its jurisdiction and then transfers it to OCSAN via connection to OCSAN's regional sewage collection and treatment facilities.

WHEREAS, OCSAN is engaged in Project No. 2-49 to improve its facilities in the City that run west along Meats Avenue from Santiago Blvd. across the 55 Freeway then south along Tustin Street then west along Taft Avenue (the "Taft Branch Improvements"). The Taft Branch Improvements will cause the abandonment of the portion of OCSAN's facilities along Meats Avenue crossing the 55 Freeway and realigning them south along N. Sacramento Street to Taft Avenue.

WHEREAS, in connection with OCSAN's Taft Branch Improvements, OCSAN agrees to transfer to City OCSAN's sewer facilities along Meats west of the 55 Freeway then south on Tustin Street to its first intersection with Taft Avenue; and City agrees to transfer to OCSAN the City's sewer facilities along Taft Avenue from Santiago Blvd., west to N. Sacramento Street, both as further described in the Sewer Transfer Agreement to be recorded in the form attached hereto.

WHEREAS, in conjunction with the OCSAN's Taft Branch Improvements, OCSAN will construct new facilities to be transferred to the City and will modify existing City facilities to convey flow from existing City facilities to OCSAN's newly constructed regional facilities as further described in the Sewer Transfer Agreement.

WHEREAS, City will install video detection cameras within the Taft Branch Improvements corridor which OCSAN has agreed to procure on behalf of City prior to construction of the project at no cost to City pursuant to this MOU.

AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

Section 1: Cooperation. OCSAN and City will work cooperatively so the Taft Branch Improvements can be constructed in a manner that minimizes the costs and impacts to the public. The specific terms and conditions governing the elements of this Agreement are set forth hereinafter.

Section 2: OCSAN's Specific Obligations.

- A. OCSAN will be responsible for compliance with the California Environmental Quality Act ("CEQA") (Pub. Resources Code, Section 21000 et seq.) with respect to the Taft Branch Improvements. OCSAN will be the Lead Agency for purposes of CEQA and, in such capacity, OCSAN will conduct the applicable environmental review. OCSAN will supply to City copies of the OCSAN-approved environmental documents for City's files.
- B. OCSAN will convey to City the existing sewer line segments to be transferred to City pursuant to Section 1(a) of the Sewer Transfer Agreement.
- C. OCSAN will proceed with the design and construction of the sewer line segments to be constructed by OCSAN and transferred to City pursuant to Section 1(b)(1) of the Sewer Transfer Agreement.

Section 3: City's Specific Obligations.

- A. City will review and inspect the plans, specifications and construction of the sewer line segments to be constructed by OCSAN and transferred to City pursuant to Section 1(b)(2) of the Sewer Transfer Agreement.

- B. City will convey the sewer line segments owned by City to be transferred to OCSAN pursuant to Section 2 of the Sewer Transfer Agreement.

Section 4: Taft Branch Improvements Costs.

- A. OCSAN shall be responsible for design costs for the Taft Branch Improvements.
- B. In addition, OCSAN will acquire at no cost to City all video detection system and appurtenances to achieve detection at the following four intersections: (1) Taft and Shaffer; (2) Taft and Cambridge; (3) Tustin and Taft; (4) Tustin and Taft/Briardale.
- C. OCSAN shall restore inductive loop detectors affected by its construction activities within three (3) weeks at the intersection of Taft and Glassell at no cost to City.

Section 5: Risk Transfer and Indemnity.

The Parties agree to indemnify each other pursuant to Section 5 of the Sewer Transfer Agreement.

Section 6: Term. This Agreement will be in full force and effect until the specified obligations of both Parties have been fulfilled.

Section 7: Agents. Any contractor or subcontractor performing work in connection with the work described herein on behalf of either Party will be conclusively deemed to be the servant and agent of each respective Party employing said contractor or subcontractors thereof, acting on behalf and within the scope of such contractor and subcontractor contractual obligations for said Party.

Section 8: Notices. Notice shall be given pursuant to section 10 of the Sewer Transfer Agreement.

Section 9: Jurisdiction. In the event of a dispute regarding performance or interpretation of this Agreement, the venue for any action to enforce or interpret this Agreement will lie in the Superior Court of California for Orange County.

Section 10: No Third Party Beneficiaries. This Agreement is entered into by and for City and OCSAN, and nothing herein is intended to establish rights or interests in individuals or entities not a party hereto.

Section 11: Force Majeure. Except for the payment of money, neither Party will be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third parties, or any law, order, or requirement of any governmental agency or authority.

Section 12: Governing Law. This Agreement will be governed by the laws of the State of California.

Section 13: Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous negotiations and agreements between the Parties pertaining to the subject matter hereof.

Section 14: Waiver. A waiver of a breach of the covenants, conditions, or obligations under this Agreement by either Party will not be construed as a waiver of any succeeding breach of the same or other covenants, conditions, or obligations of this Agreement.

Section 15: Modification. Alteration, change, or modification of this Agreement will be in the form of a written amendment, which will be signed by both Parties.

Section 16: Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue in full force and effect.

Section 17: Agreement Execution and Authorization. Each of the undersigned represents and warrants that they are duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity on whose behalf they are executing this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

ORANGE COUNTY SANITATION DISTRICT

By: _____
General Manager

APPROVED AS TO FORM:
GENERAL COUNSEL

ATTEST:

By: _____
Bradley R. Hogin,
General Counsel

By: _____
Kelly Lore,
Clerk of the Board

CITY OF ORANGE

By: _____
Daniel R. Slater, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Nathalie Adourian
Senior Assist. City Attorney

By: _____
Pamela Coleman, City Clerk

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