

RECORDING REQUESTED
BY AND RETURN TO:

ORANGE COUNTY SANITATION DISTRICT
P. O. Box 8127
Fountain Valley, CA 92728
Attn: Clerk of the Board

(Space Above This Line for Recorder's Use)

Exempt from recording fee – California Government Code Section 6103 and 27383

**SEWER TRANSFER AGREEMENT
BETWEEN
ORANGE COUNTY SANITATION DISTRICT
AND THE
CITY OF ORANGE**

THIS AGREEMENT for the transfer of certain sewers and appurtenant facilities (hereafter, "Agreement") is made and entered into this _____ day of _____, 2024 by and between Orange County Sanitation District, a special district and public corporation, ("OCSAN") and the City of Orange, a municipal corporation ("CITY). OCSAN and CITY together are referred to as the "PARTIES."

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, the PARTIES agree 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 as further described below; and to transfer to OCSAN the CITY's sewer facilities along Taft Avenue from Santiago Blvd., west to N. Sacramento Street as further described below.

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 below.

Whereas, this Agreement shall document and memorialize the understanding of the PARTIES pertaining to the existing property and that to be constructed by OCSAN and transferred between OCSAN and CITY.

NOW THEREFORE BE IT RESOLVED that the PARTIES agree as follows:

1. OCSAN Grant of Property Rights in Sewer Pipelines to CITY

(a) Existing sewer lines/FOG Control Program Transfer Area.

- (1) Effective Date of Transfer ("Transfer Date"). Effective upon OCSAN's acceptance of the Taft Branch Improvements, the date thereof being established as of the filing with the Orange County Clerk-Recorder a Notice of Completion thereof, OCSAN

does hereby quitclaim, grant, convey and transfer to CITY all existing sewer lines and appurtenant sewer facilities covered by this Agreement owned by OCSAN (collectively, "OCSAN Property"), which OCSAN Property is described and depicted in Exhibit "A" and shown visually in Exhibit B, attached hereto. In the event of an apparent discrepancy between Exhibit "A" and Exhibit "B", Exhibit "A" shall control. This sewer segment shall further be known as the "FOG Control Program Transfer Area."

- (2) Transfer of FOG Control Program Responsibility. Upon the effective date of the transfer of the FOG Control Program Transfer Area, CITY accepts ownership and all maintenance responsibilities of the FOG Control Program Transfer Area sewer lines and appurtenant sewer facilities, including all related regulatory activities that include, but is not limited to, Fats, Oils, and Grease (FOG) Wastewater Discharge regulation and monitoring requirements pursuant to the State Water Resources Control Board's Order WQ 2022-0103-DWQ, and its successors. OCSAN's responsibility for FOG Permits and FOG Wastewater Discharge regulation within the FOG Control Program Transfer Area will cease.
- (3) FOG Permittees. Thirty (30) days prior to the transfer date of the FOG Control Program Transfer Area, OCSAN will:
 - a. Inform all FOG Permittees within the FOG Control Program Transfer Area of the transfer of the sewer lines and transfer of the FOG control program authority and responsibility to CITY; and
 - b. Provide the CITY a list of all valid FOG Permittees and known Food Service Establishments located in the FOG Control Program Transfer Area; and
 - c. Transfer all FOG Permittee records to the CITY.
- (b) Sewer line segments to be constructed by OCSAN and transferred to CITY. Subject to the construction conditions set forth below, OCSAN does hereby quitclaim, grant, convey and transfer to CITY all sewer lines and appurtenant sewer facilities to be constructed by OCSAN pursuant to this Agreement (collectively, "Added Property"), which Added Property is described and depicted in Exhibit "C" and shown visually in Exhibit D, attached hereto. In the event of an apparent discrepancy between Exhibit "C" and Exhibit "D", Exhibit "C" shall control. Upon the effective date of the transfer of the Added Property, CITY accepts ownership and all maintenance responsibilities of the Added Property sewer lines and appurtenant sewer facilities, including all related regulatory activities that include, but is not limited to, Fats, Oils, and Grease (FOG) Wastewater Discharge regulation and monitoring requirements pursuant to the State Water Resources Control Board's Order WQ 2022-0103-DWQ, and its successors.
 - (1) OCSAN shall construct the Added Property at no cost to CITY, and shall:
 - a. Be responsible for the design, construction, costs, and all acts necessary or required in order to complete the construction of the Added Property. OCSAN will remove its name from manhole covers for the existing OCSAN Property transferred to CITY.
 - b. Submit the design, plans and specifications for the Added Property work to CITY's City Engineer for review and approval.
 - c. Ensure that the Added Property construction is completed in compliance with CITY's approved plans and specifications.

(2) In conjunction with OCSAN's construction of the Added Property, CITY shall:

- a. Cooperate with OCSAN and promptly and expeditiously review and provide approvals or comments regarding the design, plans and specifications for the Added Property to be included in bidding documents prepared for the Added Property in connection with the Taft Branch Improvements, including plans and specifications. CITY shall further issue any permits at no cost to OCSAN or its construction contractor. OCSAN shall not commence the Added Property construction work until the CITY has approved the plans and specifications for the work and issued the required permits therefor. CITY shall not have the right to request additional changes to the project approved for bidding, but CITY shall have the right to approve change orders during construction for changes to the approved plans required by site conditions unknown prior to construction.
- b. At all times, during the progress of construction of the Added Property, have access to the work site for the purpose of inspection thereof.
- c. Promptly notify OCSAN in writing should CITY deem any remedial measures to be reasonably necessary prior to OCSAN's acceptance of any work on the Added Property.
- d. Promptly notify OCSAN of CITY's acceptance/approval or rejection of the Added Property work within thirty (30) days after receiving notice from OCSAN that construction is complete. CITY shall accept and be deemed to accept/approve of the work if CITY fails to provide notice to OCSAN within thirty (30) days of OCSAN's notice of completion of construction to CITY.

(3) Effective Date of Transfer of Added Property. The Added Property shall be deemed transferred as of the date of CITY's acceptance or deemed acceptance pursuant to subdivision (1)(b)(2)(d) above.

2. CITY Grant of Property Rights in Sewer Pipelines to OCSAN

Effective as of the Transfer Date defined in Section (1)(a)(1) above, CITY does hereby quitclaim, grant, convey and transfer to OCSAN all sewer lines and appurtenant sewer facilities covered by this Agreement (collectively, "CITY Property") owned by CITY, which CITY Property is described and depicted in Exhibit "E" and shown visually in Exhibit F, attached hereto. In the event of an apparent discrepancy between Exhibit "E" and Exhibit "F", Exhibit "E" shall control.

3. Warranty of Condition

OCSAN and CITY make no warranty as to the condition and remaining life of the sewer lines to be transferred between the Parties hereby, except that OCSAN shall transfer any warranty applicable to the Added Property upon acceptance by CITY thereof. The PARTIES will further transfer and exchange all plans, reports and/or studies pertaining to the facilities being transferred, which are in the possession of each PARTY pertaining to the existing facilities being transferred hereunder.

4. Responsibility for Operations and Maintenance

- A. Upon completion of the transfer of the OCSAN Property, Added Property, and CITY Property, each PARTY shall be responsible for the operation and maintenance of the facilities herein acquired, including compliance with all State and local regulations thereto, which includes the implementation of a sewer system management plan and a Fats, Oil and Grease program. For ease of reference, the existing parcels connected to the sewer facilities being transferred to CITY as OCSAN Property and Added Property, for which CITY will have operations and maintenance responsibility are shown in Exhibit "G", attached hereto.

- B. Along segments where the Parties' sewer mains run parallel in proximity with each other, OCSAN's sewer main facilities are constructed deeper than the City's main sewer facilities. OCSAN shall be liable for any damage to the City's sewer facilities caused by OCSAN during any repair or maintenance of OCSAN's facilities.

5. Risk Transfer and Indemnity

- (a) Risk Transfer. OCSAN and CITY, and each of their elected officials, officers, employees and agents, shall be named as additional insureds in all construction contracts in all commercial general and automobile liability insurance policies relating to the Added Property construction; and each shall be indemnified and be held harmless for any liability arising out of contractors' performance thereunder.
- (b) OCSAN Indemnity. Neither OCSAN, nor any officer, agent, representative, or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY, its officers, employees, agents, contractors, or subcontractors, under or in connection with any work, authority, or jurisdiction delegated to CITY under this Agreement. To the fullest extent permitted by law, CITY shall defend, indemnify and hold harmless OCSAN, including OCSAN's employees, agents, representatives, and officials, from any liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, costs or expenses of any kind whatsoever, whether actual, alleged, or threatened, without restriction or limitation, and incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to the negligence, recklessness, or willful misconduct of CITY and its officers, employees, agents, contractors, or subcontractors, in the performance of this Agreement. All obligations under this provision are to be paid by CITY as they are incurred by OCSAN.
- (c) City Indemnity. Neither CITY, nor any officer, agent, representative or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by OCSAN, its officers, employees, agents, contractors, or subcontractors, under or in connection with any work, authority, or jurisdiction delegated to OCSAN under this Agreement. To the fullest extent permitted by law, OCSAN shall defend, indemnify and hold harmless City, including CITY's employees, agents, representatives, and officials, from any liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, costs or expenses of any kind whatsoever, whether actual, alleged, or threatened, without restriction or limitation, and incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, to the negligence, recklessness, or willful misconduct of OCSAN and its officers, employees, agents, contractors, or subcontractors, in the performance of this Agreement. All obligations under this provision are to be paid by OCSAN as they are incurred by CITY. OCSAN shall require in any agreement with a contractor for the project that the contractor defend, indemnify and hold harmless CITY, including CITY's officers, employees, agents, contractors, and subcontractors, as set forth in this provision.
- (d) Cooperation. In the event any claim or action is brought against the PARTIES relating to the performance rendered under this Agreement, the PARTIES shall render any reasonable assistance and cooperation which each might require.

6. Resolution of Disputes

In the event of any dispute concerning any aspect of this Agreement, the PARTIES' representatives shall work in good faith to resolve any such dispute to each PARTY's satisfaction prior to initiation of any court action, provided, however, that nothing herein shall prevent either PARTY from utilizing all remedies at law or equity in the event such dispute cannot be resolved within thirty (30) days of a

written request by one PARTY to meet and confer with the other to resolve such dispute, or such other period of time as agreed upon in writing.

7. Assignment

The benefits and burdens of this Agreement shall be binding upon and inure to all successors-in-interests and assigns of the Parties.

8. Amendment

Any amendment of this Agreement must be in writing, signed, and acknowledged by the OCSAN and CITY and duly recorded in the Official Records of the County Recorder of the County of Orange, State of California.

9. Entire Agreement

This Agreement (including any attached exhibits) contains the entire agreement between OCSAN and CITY regarding the subject matter of the Agreement, including all representations and warranties between them.

10. Notices

Notices relating to this Agreement must be in writing and sent to the addresses set forth below. A Party may change its address for notices by giving notice as required by this Section. A written notice will be considered given (i) when personally delivered, or (ii) two business days after deposit in the United States Mail as first-class mail, certified or registered, return receipt requested with postage prepaid, or (iii) one business day after deposit with a reputable overnight delivery service for next business day delivery, or (iv) on the business day of successful transmission by electronic e-mail. The Parties' addresses for notices are as follows:

To OCSAN: OC San
 Attn: General Manager
 10844 Ellis Avenue
 Fountain Valley, CA 92708
 E-mail: rthompson@ocsan.gov

To CITY: City of Orange
 Attn: City Manager
 300 E. Chapman Avenue
 Orange, CA 92866
 E-mail: tkisela@cityoforange.org

11. No Waiver

No waiver or failure to exercise any right, option, or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option, or privilege on any other occasion.

12. No Third-Party Beneficiaries

This Agreement is entered into by and for OCSAN and CITY, and nothing herein is intended to establish rights or interests in individuals or entities not a party hereto.

13. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability

of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

14. Authority

Each Party warrants that the individuals who have signed this Agreement on their behalf have the legal power, right and authority to make this Agreement and bind each respective Party.

Exhibit:

A—Description of OCSAN Property to be transferred to CITY

B—Depiction of OCSAN Property to be transferred to CITY

C—Description of Added Property constructed by OCSAN to be transferred to CITY

D—Depiction of Added Property constructed by OCSAN to be transferred to CITY

E—Description of CITY Property to be transferred to OCSAN

F—Depiction of CITY Property to be transferred to OCSAN

G—Properties tied to facilities subject to CITY operation and maintenance responsibility after transfer

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[Signatures on the following page.]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

ATTEST:

CITY OF ORANGE

Pamela Coleman, City Clerk

Date: _____

By: _____

Printed Name: Daniel R. Slater

Title: Mayor

Date: _____

APPROVED AS TO FORM:

Nathalie Adourian
Senior Assistant City Attorney

ORANGE COUNTY SANITATION DISTRICT

By: _____

Printed Name: _____

Title: Chair of the Board of Directors

Date: _____

ATTEST:

By: _____
Clerk of the Board

Date: _____

APPROVED AS TO FORM

Brad Hogin
General Counsel

√

STATE OF CALIFORNIA)
)
COUNTY OF _____)

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(seal) _____ Signature _____

EXHIBITS

DISCLAIMER: Maps prepared by the Orange County Sanitation District. The maps are intended for graphical representation only. No level of accuracy is claimed. Portions of this derived product contain geographical information copyrighted by TomTom®. All Rights Reserved.

Exhibit A - Description of OCSAN Property to be Transferred to CITY

Pipelines				
Street	Downstream	Upstream	Existing Diameter (inches)	Length (feet) ¹
Taft Ave and Tustin St	SAR0250-0159	SAR0250-0165	15	75
Tustin St	City MH5	SAR0250-0173	18	497
Tustin St	SAR0250-0173	SAR0250-0175	18	135
Tustin St	SAR0250-0175	SAR0250-0177	18	95
Tustin St	SAR0250-0177	SAR0250-0182	18	388
Tustin St	SAR0250-0182	SAR0250-0185	18	149*
Tustin St	SAR0250-0185	SAR0250-0190	18	117
Tustin St	SAR0250-0190	SAR0250-0195	18	197*
Tustin St	SAR0250-0195	SAR0250-0200	18	175*
Tustin St	SAR0250-0200	SAR0250-0205	18	188*
Meats Ave	SAR0250-0205	SAR0250-0210	12	130
Meats Ave	SAR0250-0210	SAR0250-0215	12	104
Meats Ave	SAR0250-0215	SAR0250-0220	12	92
Meats Ave	SAR0250-0220	SAR0250-0225	12	347

¹ Lengths were determined from CCTV reports; *indicates that the lengths were verified using the as-built information

Exhibit A - Description of OCSAN Property to be Transferred to CITY

Manholes		
Street	Manhole ID	Connection Permit
Taft Ave and Tustin St	SAR0250-0165	T02-00427
Tustin Ave	SAR0250-0173	-
Tustin Ave	SAR0250-0175	T02-00149
Tustin Ave	SAR0250-0177	T02-01451
Tustin Ave	SAR0250-0182	T02-00310
Tustin Ave	SAR0250-0185	T02-01033
Tustin Ave	SAR0250-0190	-
Tustin Ave	SAR0250-0195	T02-01100
Tustin Ave	SAR0250-0200	-
Meats Ave	SAR0250-0205	T02-02336
Meats Ave	SAR0250-0210	-
Meats Ave	SAR0250-0215	-
Meats Ave	SAR0250-0220	-
Meats Ave	SAR0250-0225	T02-00881

Exhibit B - Depiction of OCSAN Property to be Transferred to CITY

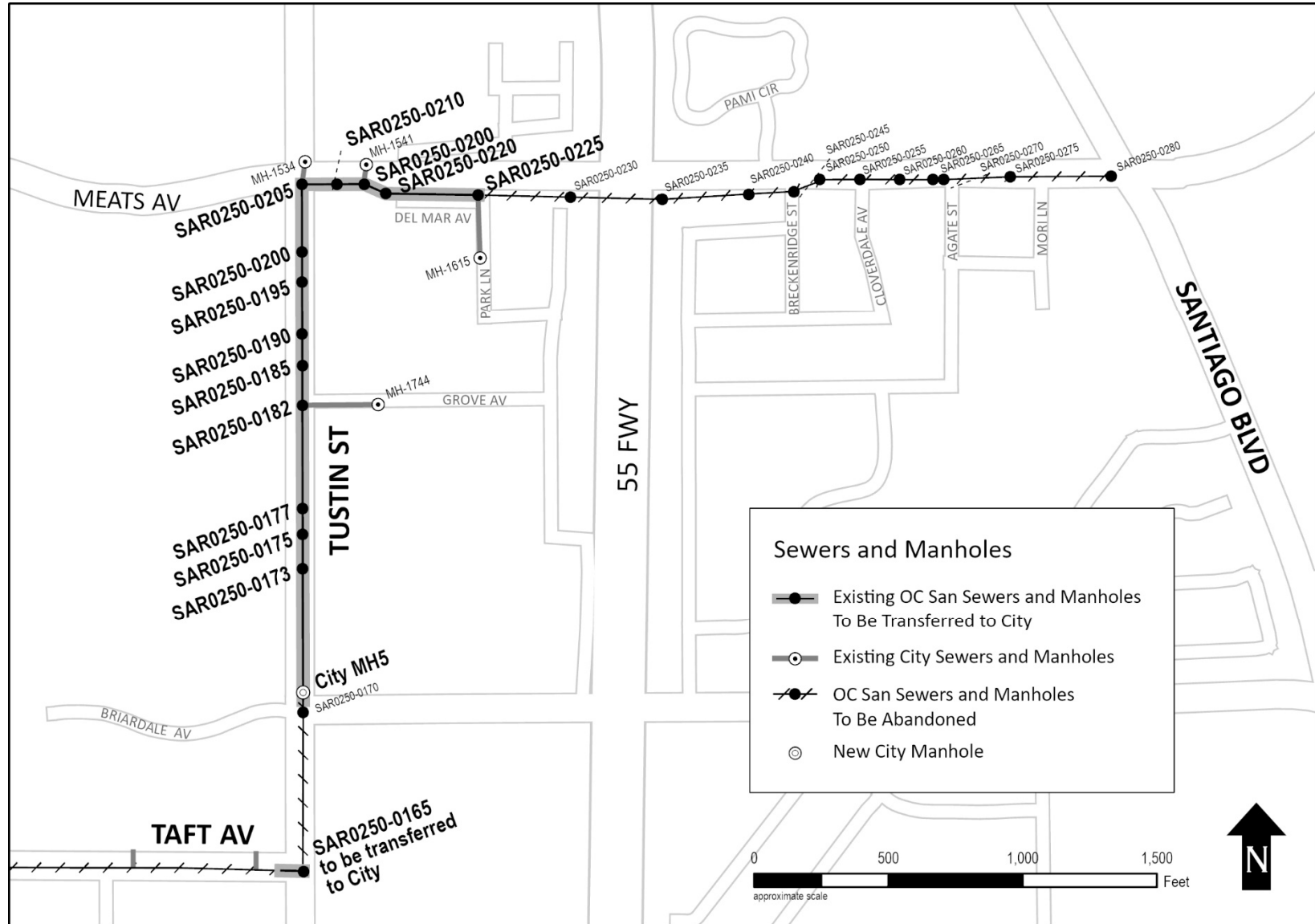


Exhibit C - Description of Added Property Constructed by OCSAN to be Transferred to CITY

Pipelines				
Street	Plan Sheet	Downstream MH	Upstream MH	Diameter (inches)
Taft Ave	C1001	SAR0250-0086	City MH (ID UNK)	8
Taft Ave/Cambridge Ave	C1003	SAR0250-0121	MH-2187	8
Taft Ave/Cambridge Ave	C1003	SAR0250-0121	City MH1	8
Taft Ave/Green Grove St	C1005	SAR0250-0141	MH-2147	8
Taft Ave/Green Grove St	C1005	SAR0250-0141	City MH2	8
Tustin St/E. Taft Ave	C1008	SAR0250-0168	City MH5	18
Meats Ave w/o Breckenridge St	C1012	City MH6	MH-1549	8
Meats Ave	C1012	SAR0250-0445	City MH6	8

Manholes		
Street	Plan Sheet	Manhole
Taft Ave / Cambridge Ave	C1003	City MH1
Taft Ave / Green Grove St	C1005	City MH2
Taft Ave / East of Nordic Dr	C1006	City MH3
Taft Ave / West of Tustin St	C1007	City MH4
Tustin St / E. Taft Ave	C1008	City MH5
Taft Ave w/o Highland St	C1008	City MH7
Tustin St w/o Highland St	C1009	City MH8
Tustin St w/o Breckenridge St	C1012	City MH6

Exhibit D - Depiction of Added Property Constructed by OCSAN to be Transferred to CITY

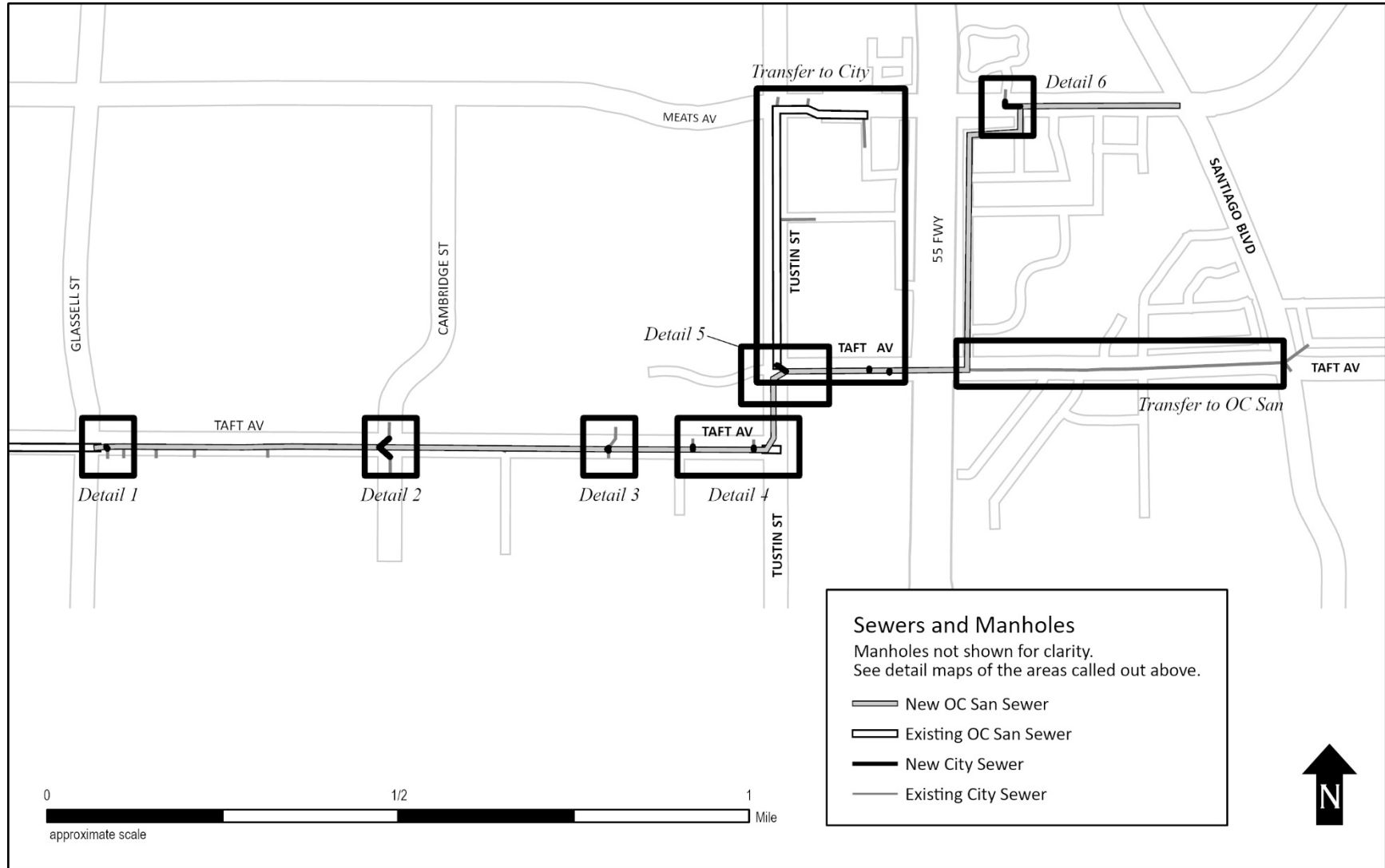
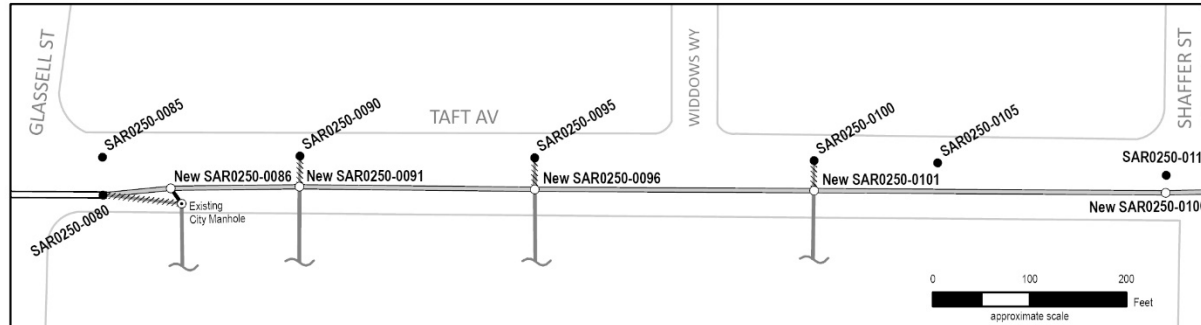


Exhibit D - Depiction of Added Property Constructed by OCSAN to be Transferred to CITY

Detail Map 1

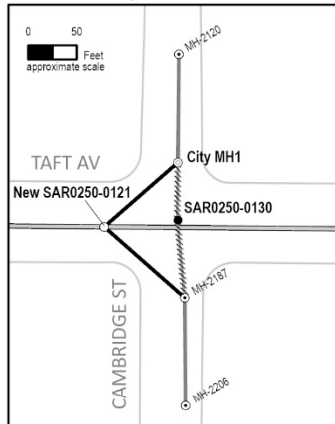


Sewers and Manholes

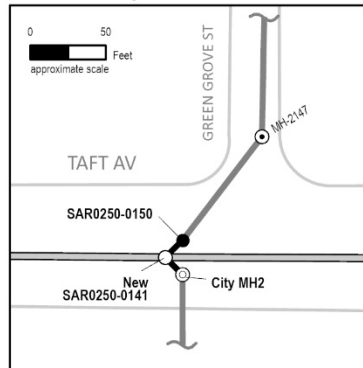
Detail maps show new City sewer connections to new OC San sewer manholes.

- New City Sewer/Manhole
- Existing City Sewer/Manhole
- City Sewer/Manhole To Be Demolished
- New OC San Sewer/Manhole
- Existing OC San Sewer/Manhole
- OC San Sewer/Manhole To Be Abandoned
- Existing OC San Sewer/Manhole to be Transferred to City

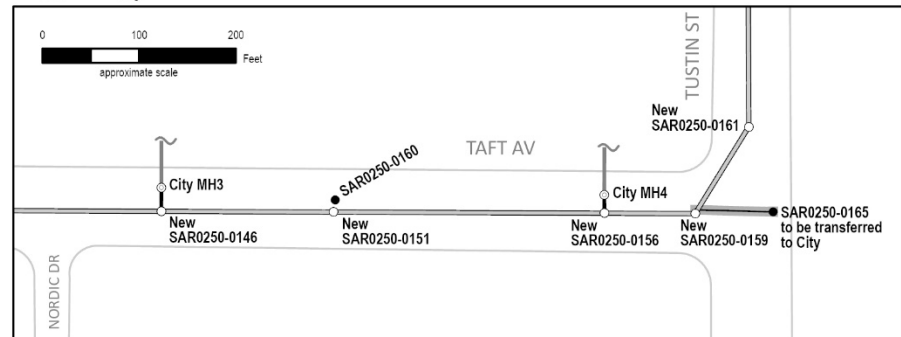
Detail Map 2



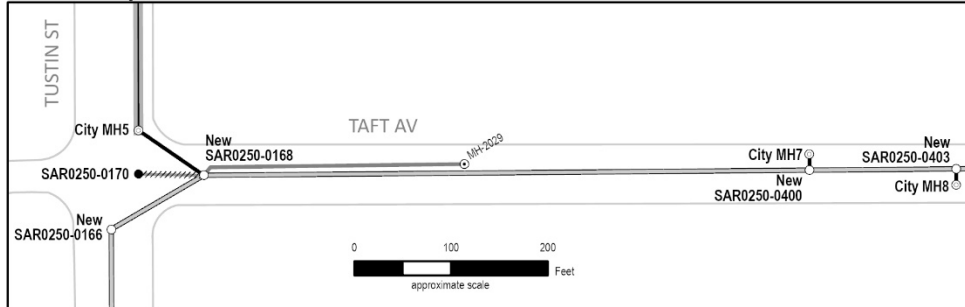
Detail Map 3



Detail Map 4



Detail Map 5



Detail Map 6

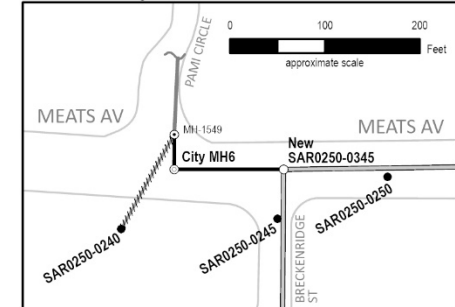


Exhibit E - Description of CITY Property to be Transferred to OCSAN

Pipelines				
Street	Downstream	Upstream	Existing Diameter (inches)	Length (feet)
Taft Ave	MH-2022	MH-2020	12	192
Taft Ave	MH-2001	MH-1995	12	361
Taft Ave	MH-2010	MH-2001	12	369
Taft Ave	MH-2014	MH-2010	12	359
Taft Ave	MH-2016	MH-2014	12	110
Taft Ave	MH-2017	MH-2016	12	172
Taft Ave	MH-2019	MH-2021	12	350
Taft Ave	MH-2020	MH-2019	12	353
Taft Ave	MH-2021	MH-2017	12	123

Exhibit E - Description of CITY Property to be Transferred to OCSAN

Manholes	
Street	Manhole ID
Taft Ave	MH-1995
Taft Ave	MH-2001
Taft Ave	MH-2010
Taft Ave	MH-2014
Taft Ave	MH-2016
Taft Ave	MH-2017
Taft Ave	MH-2019
Taft Ave	MH-2020
Taft Ave	MH-2021

Exhibit F - Depiction of CITY Property to be Transferred to OCSAN

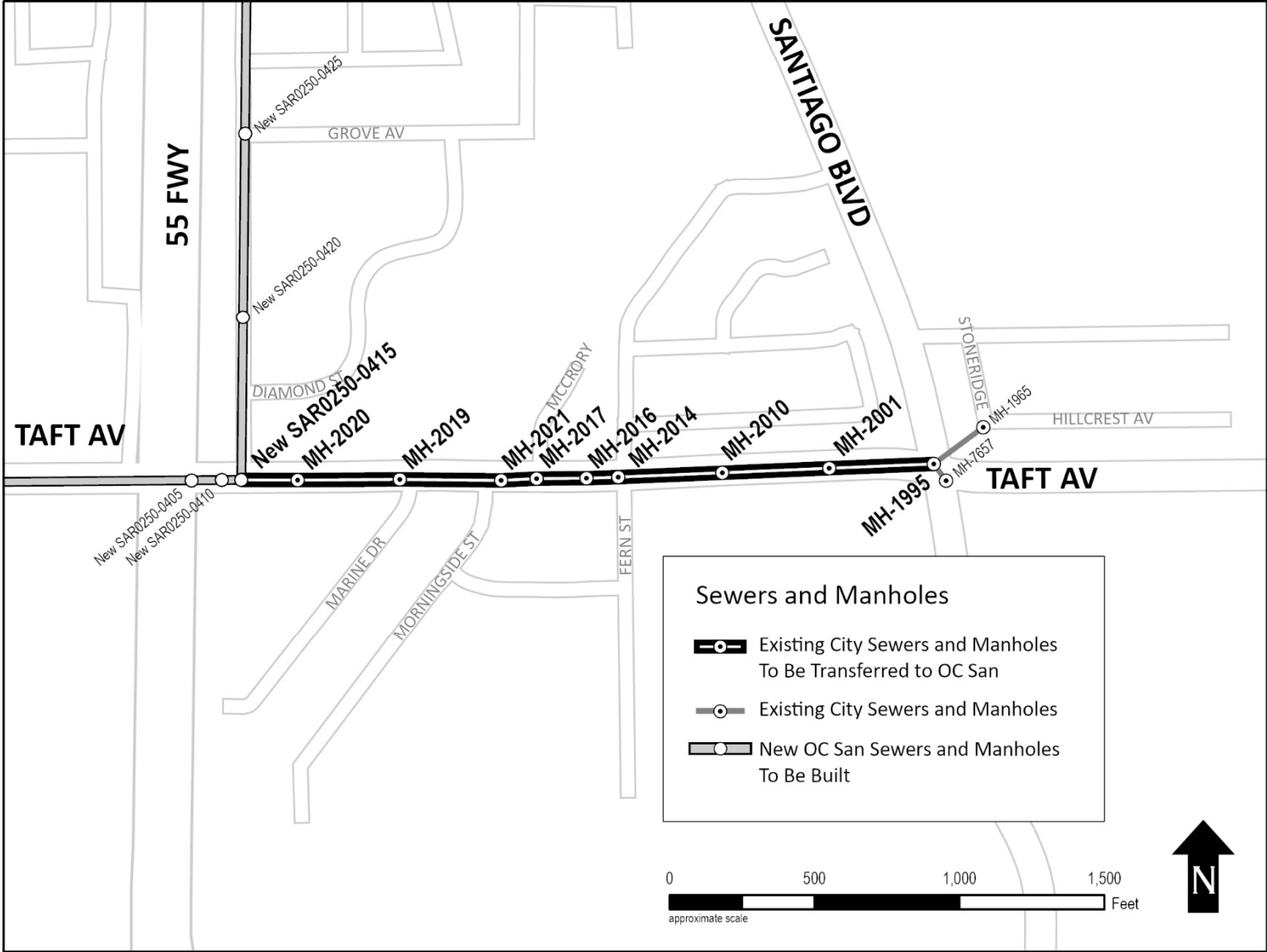


Exhibit G - Properties Tied to Facilities Subject to CITY Operation and Maintenance Responsibility After Transfer

