

## **MEMORANDUM OF AGREEMENT BETWEEN ORANGE COUNTY SANITATION DISTRICT AND THE CALIFORNIA ASSOCIATION OF SANITATION AGENCIES**

This Memorandum of Agreement (MOA), made and entered into by and between the Orange County Sanitation District and the California Association of Sanitation Agencies (CASA), is set forth as follows:

### **RECITALS**

WHEREAS, CASA is organized under California Nonprofit Mutual Benefit corporation laws, with over 60 years working to advance wastewater interests, including the recycling of wastewater into usable water, generation of renewable energy, biosolids, and other valuable resources; and

WHEREAS, Orange County Sanitation District is a municipal corporation; and

WHEREAS, reporting requirements for air toxics emitted from permitted stationary sources in California (including WWTPs) have expanded since CARB's latest amendments to the Emissions Inventory Criteria and Guidelines (EICG) and the Reporting of Criteria Air Pollutants and Toxic Air Contaminants Regulations (CTR) became effective January 1, 2022; and

WHEREAS, WWTPs can report business-as-usual through 2027 but are required to conduct a two-step process (on their own or as a group) to determine which of the air toxics referenced in the latest CTR and EICG need to be monitored and reported beginning in 2028; and

WHEREAS, for the past few years, CASA has been working with a variety of agencies, regional associations, and the Air Quality, Climate Change, and Energy (ACE) Air Toxics Subgroup to develop an appropriate approach to initiating this two-step process on behalf of the wastewater community; and

WHEREAS, through CASA and the regional associations' leadership, the wastewater sector is uniquely positioned to help lead the execution of a statewide two-step process in the form of a Pooled Emissions Study (Study), and conducting the Study as a statewide group offers numerous benefits to the sector; and

WHEREAS, CASA is currently serving as the fiscal agent and project lead for this multi-year Study being conducted on behalf of a group of CASA, Bay Area Clean Water Agencies (BACWA), Clean Water SoCal, and Central Valley Clean Water Association (CVCWA) members; and

WHEREAS, the purpose of this MOA is for Orange County Sanitation District to provide, along with the other participating member agencies, funding to conduct the Study; and

WHEREAS, CASA has developed a preliminary budget estimate for the Study based on a previous effort of similar structure where each participating entity's contribution is based on its

average annual daily flow (for 2019-2021 flows) to share the total cost of the pooled emissions study by more than 145 WWTPs across the state; and

WHEREAS, this MOA is being used by Orange County Sanitation District to secure services which are deemed to be vital to ensuring that the two-step process prescribed by CARB is reasonable and representative; and

WHEREAS, the work being conducted in support of the Study is a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with Orange County Sanitation District's interests. Thus, this Agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, numerous other CASA, BACWA, CVCWA, and Clean Water SoCal member agencies have agreed to contribute to the cost of the Study; and

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and the performance thereof, the parties hereto mutually agree as follows:

### **Section 1. RESPONSIBILITIES OF CASA**

On behalf of its participating member agencies, CASA will coordinate and manage the tasks and subtasks for the Study, which includes Phase 1 (2024-2025), working with the selected project manager and Source Test Specialists to develop (and gain approval from CARB and air districts for) the overarching Source Test Protocol necessary to perform the two-step process; and Phase 2 (2025-2027), working to coordinate completion of the two-step process with the selected Source Test Specialist(s) in close collaboration with CARB, air districts, the Steering Committee and participating WWTPs.

### **Section 2. RESPONSIBILITIES OF PARTICIPANT**

Orange County Sanitation District will contribute toward the cost of the Pooled Emissions Study at an overall amount of \$689,310.

### **Section 3. LIABILITY**

Neither Party shall incur any liability for participating in or arising out of this MOA. Each Party shall bear their own defense, investigation, funding, and legal representation in the result of any claim being instituted in contract, tort, or any other theory of liability.

### **Section 4. TERM**

This MOA shall expire three years from the date of execution unless terminated as provided under Section 8 or extended by a duly approved amendment to this MOA and signed by both parties.

## **Section 5. TERMINATION**

Either party shall have the right to terminate this MOA, in whole or in part, by giving the other party thirty (30) days' written notice thereof.

## **Section 6. INVOICING AND PAYMENT**

CASA shall submit to Orange County Sanitation District invoices based on the amount per MGD of average annual daily flow and for the relevant fiscal years. Invoices shall be addressed to: 18480 Bandilier Circle, Fountain Valley, CA 92708

Orange County Sanitation District shall make a good faith effort to pay CASA all amounts approved for payment within thirty (30) calendar days after receipt of the invoice.

## **Section 7. CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION**

All notices shall be made in writing and may be given by personal delivery, regular mail, or electronic mail. Notices sent by regular mail should be registered or certified and sent to the designated contact person for each party and addressed as follows:

### **To Orange County Sanitation District:**

Randa J. AbuShaban  
18480 Bandilier Circle  
Fountain Valley, CA 92708

### **To California Association of Sanitation Agencies:**

Shacara Gamboa / Adam Link  
California Association of Sanitation Agencies  
925 L St., Suite 200  
Sacramento, CA 95814  
Office: 916-446-0388

## **Section 8. ENTIRE AGREEMENT**

This MOA contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

## **Section 9. AMENDMENTS, CHANGES, OR MODIFICATIONS**

Amendments, changes, or modifications in the terms of this MOA may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties thereto.

**Section 10. SEVERABILITY**

Should any portion of this MOA be determined to be void or unenforceable, such shall be severed from the whole and the MOA will continue as modified.

**Section 11. DISPUTES**

Should a dispute or controversy arise concerning provisions of this MOA or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

**Section 12. WAIVER**

A waiver of a default of any part, term, or provision of this MOA shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

**Section 13. BREACH**

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the day and year written below.

By: \_\_\_\_\_  
Ryan P. Gallagher  
Title: Board Chairman  
Date: \_\_\_\_\_  
Orange County Sanitation District

By: \_\_\_\_\_  
Adam D. Link  
Title: Executive Director  
Date: \_\_\_\_\_  
California Association of Sanitation Agencies