

MEMORANDUM OF UNDERSTANDING  
FOR TEMPORARY WATER AND/OR SEWER SERVICE

This Memorandum of Understanding (MOU) is entered into by and between **PERRIS UNION HIGH SCHOOL DISTRICT**, hereinafter referred to as "Sponsor" and Eastern Municipal Water District, a public agency, hereinafter referred to as "District".

1. On \_\_\_\_\_, 202\_\_, a Standard Water and/or Sewer Facilities Service Agreement was entered into between Sponsor and District setting forth financial and other arrangements associated with the subject facilities and the provision of service therethrough.

Paragraph 8 of the agreement provided for the execution of a Special Water and/or Sewer Interim Facilities Agreement to make service available prior to District's acceptance of said water and/or sewer facilities. This agreement serves that purpose with the following conditions:

- a. District agrees to provide temporary water and/or sewer service to those units described on Exhibit "A," attached hereto and by this reference incorporated herein, upon receipt of written notice from Sponsor requesting such service. Notice shall be received by District no less than thirty (30) days prior to the need for temporary service by Sponsor;
- b. District shall have no obligation to provide temporary water and/or sewer services to any other unit or any portion of the property described and/or depicted in the agreement, unless described in Exhibit "A." No course of dealing between Sponsor and District will operate as an implied or express right to receive temporary water and/or sewer service to any portion of Sponsor's property, except as set forth in a written instrument signed by both parties;
- c. Sponsor shall remit a \$26 processing fee per addendum for Occupancy Release requests, subject to no less than four (4) lots per addendum; and
- d. Sponsor, at its expense, shall make any repairs or alterations to facilities if they fail to meet District approved standards.

2. Paragraph 11 of Exhibit D to the Standard Water and/or Sewer Facilities Agreement states that upon completion of the water and/or sewer facilities by Sponsor and acceptance of ownership by District, the District will provide service through such facilities in accordance with District's applicable rules and regulations. All of the parties' rights and obligations herein shall cease and be of no further force or effect.

3. District hereby agrees to provide interruptible domestic water service and/or sewer service pending Sponsor's completion of all facilities and acceptance of ownership by District as specified in the Standard Water and/or Sewer Facilities Agreement if the following conditions are met by Sponsor:

- a. Hold Harmless. Sponsor hereby agrees to indemnify and hold District harmless from any and all claims for damage to property or injuries to persons arising by reason of or in any manner connected with the temporary operations covered by the Agreement and this MOU. Such indemnification shall include attorneys' fees and court costs; and

- b. Insurance Policy. Sponsor shall continuously maintain in full force and effect during the term of this MOU, the policies and limits of insurance coverage as set forth in Exhibit L of the Standard Water and/or Sewer Facilities Service Agreement.
  - c. District Inspection/Acceptance. District's inspection personnel shall have authority to enforce District approved construction plans and specifications. Such authority shall include the authority to require Sponsor to make repairs or replace unacceptable materials during the period of temporary utility service. Final District acceptance shall follow District's final inspection and testing and completion of all improvements including other utilities, curbs and paving. District's inspection does not include inspection for compliance with safety requirements by Sponsor or its contractors or subcontractors. Any inspection completed by District shall be for its own benefit, and neither Sponsor nor any third party shall be entitled to rely thereon for any purpose.
4. It is understood and agreed by Sponsor that any changes to the terms and conditions of this MOU or the Agreement shall be in writing and signed by Sponsor and District and that District retains the right to terminate temporary utility service to or through Sponsor's facilities at any time as determined by District in accordance with applicable rules and regulations.
  5. This MOU is of no effect until executed by both parties.
  6. In the event suit is brought to enforce or interpret any part of the Agreement or this MOU, the prevailing party shall be entitled to recover costs and expenses of the action, including, without limitation:
    - a. Attorneys' fees;
    - b. Direct general overhead and administrative costs incurred by said party in connection with the preparation for and/or participation in the action, including, but not limited to, assisting in investigations and discovery, participating in depositions and in any trial or similar proceeding, and the preparation of records, reports, diagrams, maps and other writings (as defined in Section 250 of the California Evidence Code);
    - c. Expert witness fees;
    - d. Transcript costs, court costs and other similar costs;
    - e. Consultant's fees;
    - f. Any other miscellaneous costs directly relating to the claim or action.

SPONSOR

EASTERN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
**PERRIS UNION HIGH SCHOOL DISTRICT**

By: \_\_\_\_\_  
**Alicia Arana, Development Services Manager** 

**LEGAL DESCRIPTION**

**PSN# 3933696, APN: 466-210-037, Water, Sewer & Recycled Offsite, WO# 19272**

**EXHIBIT A**