

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF ORLAND AND COUNTY OF GLENN FOR THE OPERATION AND  
MAINTENANCE OF WATER MAINS, FIRE HYDRANTS, VALVES AND APPURTENANCES TO BE  
INSTALLED WITHIN COUNTY HIGHWAY RIGHT-OF-WAY FOR THE ORLAND EMERGENCY WATER  
PROJECT**

This Memorandum of Understanding (the "MOU") is entered on       , 2023 (the "Effective Date") by and between the City of Orland (the "CITY"), and the County of Glenn (the "COUNTY"). The CITY and the COUNTY, individually each a "PARTY", and jointly referred to herein as the "PARTIES."

**RECITALS**

**WHEREAS**, in conjunction with a State/County/City project to extend municipal drinking water resources to County residents, the CITY has a need to install water service piping, water valves, meter boxes, fire hydrants and related items on, over, along, or under County Roads 11, 12, 19, 20, 200, K½, KK, H, H½, M, MM, Linda Place, Jacey Lane, Kaitlyn Lane, Drews Lane, Elk Lane, Yuba Street, Stone Ridge Drive, and various County easements.

**WHEREAS**, the COUNTY is willing to grant to CITY the authority to locate said utility within the Glenn County highway right-of-way by way of an encroachment permit.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the parties hereto agree, covenant and promise as follows:

**AGREEMENT**

- 1) CITY and COUNTY hereby agree that the municipal water service ranging in size from 2-inches to 10-inches, and water valves, meter boxes, fire hydrants and related items may be installed on, over, along, or under County Roads 11, 12, 19, 20, 200, K½, KK, H, H½, M, MM, Linda Place, Jacey Lane, Kaitlyn Lane, Drews Lane, Elk Lane, Yuba Street, Stone Ridge Drive, and various County easements as shown on Exhibit A.
- 2) CITY is hereby granted authority to locate said utility within the Glenn County highway right-of-way in accordance with the Encroachment Permit (EP#\_\_\_\_\_), the approved construction drawings, standard specifications and special conditions for the proposed project.
- 3) The above-described municipal water service to be retained, installed, adjusted or relocated on, over, along or under the highway within the County highway right-of-way limits will be located and accommodated in a manner that will not substantially impair the planned highway, its construction, and maintenance or interfere with its safe operation. COUNTY retains responsibility for repaving, chip sealing and associated road maintenance. CITY is responsible for any repaving associated with construction required for emergency or non-emergency work.
- 4) CITY hereby agrees to assume all liability for making any necessary utility adjustments should future traffic conditions or road improvement necessitate when so requested by the COUNTY and assume the full cost thereof, except where CITY has a compensable property right therein or where reimbursement of such costs is provided for by law.

- 5) CITY further agrees to comply with the rules, regulations and policies of the COUNTY in servicing, maintaining, replacing and removing the municipal water service, and to obtain an annual encroachment permit before performing any of these functions on the municipal water service located within the Glenn County highway right-of-way. CITY shall notify the County and any property owners along the construction area 48-hours prior to the actual beginning of said non-emergency construction. Emergency construction may start as necessary, however, CITY will contact the COUNTY to review and inspect construction site.
- 6) CITY shall defend, hold harmless and indemnify COUNTY from any and all claims for damages of any nature whatsoever arising out of CITY'S negligence in connection with any work done pursuant to this agreement.
- 7) CITY hereby agrees to assume full liability for, and shall defend, hold harmless and indemnify COUNTY from any and all claims for damages of any nature whatsoever from any party asserting any encroachment, trespass or damage to their property outside of Glenn County Highway right-of-way. COUNTY in no manner authorizes CITY to act or operate in any fashion whatsoever or to install, adjust, retain, or maintain any improvement beyond the Glenn County highway right-of-way.
- 8) During construction within the limits of the said highways, CITY shall provide watchmen and flagmen as may be reasonably necessary to ensure the safety and convenience of the public and shall furnish all barricades, signs, lights and message boards reasonably necessary to protect the public. Traffic shall be maintained at all times during construction unless otherwise approved by COUNTY's duly authorized representative.
- 9) Any and all damage to drainage structures, roadbeds, pavements, and other highway appurtenances arising from the installation, maintenance or repair of CITY's municipal water service shall be repaired at the sole expense of CITY. No portion of the pavement of any highway shall be disturbed without prior permission from COUNTY. Upon completion of the work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.
- 10) TERM OF AGREEMENT/TERMINATION – The term of this MOU shall commence on [REDACTED], 2023 and continue in full force and effect until all county road sections within the project area are annexed into the CITY's jurisdiction.

IN WITNESS WHEREOF, COUNTY and CITY have executed this agreement on the day and year set forth below.

DATED: \_\_\_\_\_

CITY OF ORLAND

DATED: \_\_\_\_\_

COUNTY OF GLENN

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Board of Supervisors Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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City Attorney  
City of Orland

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County Counsel,  
Glenn County, California

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