

MEMORANDUM OF UNDERSTANDING FOR WATER SYSTEM CONSOLIDATION
PHASE 1 ENGINEERING AND DESIGN

This Memorandum of Understanding, hereinafter referred to as "Agreement", is made effective November _____, 2017, between Cobb Area Water District, and the County of Lake, hereinafter referred to as "Lake County Special Districts".

RECITALS:

WHEREAS, on December 1, 2015, the Lake County Board of Supervisors allocated \$250,000 of Geothermal Mitigation Funds from Budget Unit 1918 to fund a water system consolidation feasibility study ("study") in the Cobb Mountain Area; and

WHEREAS, pursuant to said study, it has been determined to be in the public interest and for the public benefit to consolidate the eight water systems that serve the Cobb Mountain Area, including three water systems managed by Lake County Special Districts and five water systems managed by Cobb Area Water District; and

WHEREAS, Phase 1 of the proposed consolidation requires engineering and design work which is funded in part from Proposition 1 Funds being provided by the State Water Resources Control Board; and

WHEREAS, of the \$250,000 allocated to the study, a balance of \$103,770 remains available to provide additional funding to support that engineering and design work that is required in Phase 1 of the proposed consolidation.

NOW THEREFORE, it is hereby mutually agreed as follows:

COBB AREA WATER DISTRICT RESPONSIBILITIES

Cobb Area Water District shall commission the engineering and design for Phase 1 of the Cobb Water Consolidation. Additional Proposition 1 Grant funding will be provided by State Water Resources Control Board (SWRCB). Cobb Area Water District will administer the contract for engineering and design and will be solely responsible for acquisition, administration and expenditure of Proposition 1 grant funds in accordance with all grant requirements.

MUTUAL RESPONSIBILITIES

The scope of said Engineering and Design, the total cost thereof, and the selection of a consultant to perform said study, shall all be mutually agreed upon by the parties hereto.

LAKE COUNTY SPECIAL DISTRICTS REPONSIBILITIES

Subject to the limits on remuneration prescribed hereinafter, the County will be obligated to pay in arrears, the undisputed monthly invoices presented by the consultant commissioned for said engineering and design, an aggregate amount not to exceed one hundred three thousand, seven hundred seventy dollars. (\$103,770) with said funds being used only for essential engineering and design work and only after expenditure of all available Proposition 1 funding.

///

TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate upon the later of the County's payment to the consultant or December 1, 2018.

Executed at Lakeport, County of Lake, California, on this _____ day of _____, 2017.

COUNTY OF LAKE

COBB AREA WATER DISTRICT

Chairman, Board of Supervisors

Attest: Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:
Anita L. Grant
County Counsel

By: _____
