

AMENDMENT NO. 1 TO THE MEMORANDUM OF UNDERSTANDING FOR WATER
SYSTEM CONSOLIDATION FEASIBILITY STUDY

This Amendment No. 1 to that certain Memorandum of Understanding executed November 22, 2016, between Cobb Area Water District, and the County of Lake, hereinafter referred to as "Lake County Special Districts", is entered into this ____ day of January, 2017, by and between said parties.

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 relative to those eight water systems that serve the Cobb Mountain Area; and

WHEREAS, on November 22, 2016, the Lake County Board of Supervisors approved an Memorandum of Understanding with Cobb Area Water District for the purpose of establishing the mutual responsibilities relative to said funding; and

WHEREAS, it is necessary to clarify the payment terms for said funding.

NOW, THEREFORE, it is agreed by and between both parties hereto that the November 22, 2016, Memorandum of Understanding shall be further amended as follows:

1. That Section entitled "**COBB AREA WATER DISTRICT RESPONSIBILITIES**" of the Memorandum of Understanding is hereby amended with the following provisions to read:

"COBB AREA WATER DISTRICT RESPONSIBILITIES

Cobb Area Water District shall commission a water system consolidation feasibility study to evaluate the consolidation of the five water systems managed by Cobb Area Water District and the three water systems managed by Lake County Special Districts including Bonanza Springs (CSA-7), Starview (CSA-18), and Mt. Hannah (CSA-22), and shall provide staff to coordinate the resources needed to support the feasibility study."

///
///
///
///
///

2. That Section entitled **"LAKE COUNTY SPECIAL DISTRICTS RESPONSIBILITIES"** of the Memorandum of Understanding is hereby amended with the following provisions to read:

"LAKE COUNTY SPECIAL DISTRICTS RESPONSIBILITIES"

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 study, and the monthly invoices presented by Cobb Area Water for its staff time needed in support of said study. The total aggregate remuneration under this Memorandum of Understanding, shall not to exceed two hundred fifty thousand dollars (\$250,000)."

Except as specifically modified herein, all other terms and conditions of the November 22, 2016 Memorandum of Understanding shall remain in full force and effect.

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: _____


