

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
COUNTY OF MENDOCINO AND REDWOOD VALLEY COUNTY WATER DISTRICT
FOR DR-4344 HMGP SUBAPPLICATION

This Memorandum of Understanding ("MOU") is made and entered into by and between County of Mendocino, hereinafter referred to as "County," and Redwood Valley County Water District, hereinafter referred to as "RVCWD," and collectively referred to as "Parties."

RECITALS

Whereas, Hazard Mitigation Grant Program (HMGP) funding became available for disaster number DR-4344 from the October 2017 California wildfires; and

Whereas, California Office of Emergency Services (CalOES) is the applicant for HMGP and responsible for submitting subapplications from eligible subapplicants to the Federal Emergency Management Agency (FEMA); and

Whereas, RVCWD does not have an adopted FEMA-approved Local Hazard Mitigation Plan (LHMP) or participate in a Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) at the time of award as required to be a subapplicant for HMGP; and

Whereas, the County meets the requirement to be a subapplicant for the HMGP and can submit the subapplication for DR-4344 to CalOES on behalf of RVCWD; and

Whereas, HMGP funding is restricted to a maximum of \$5 million federal share for each project subapplication and FEMA will contribute up to 75% of the total project cost; and

Whereas, a minimum of 25% of the total eligible costs must be provided from a non-federal source and a signed Match Commitment Letter must be provided on agency letterhead along with the subapplication; and

Whereas, a signed Project Maintenance Letter identifying all maintenance activities required to preserve the long-term mitigation effectiveness of the project must be provided along with the subapplication; and

NOW, THEREFORE, it is mutually agreed and understood as follows:

1) Purpose: The purpose of this MOU is to define the respective roles and responsibilities of the County and RVCWD for the HMGP subapplication that the County will be submitting on behalf of RVCWD.

2) County's Responsibility:

- a) **Maintenance:** The County will provide on County letterhead a Project Maintenance Letter using HMGP template as required for the subapplication. County will complete the letter per information provided by the RVCWD and all costs for project maintenance

required by HMGP will be incurred by RVCWD as described in Section 18 of CalOES HMGP Project Subapplication. No financial commitment will be provided from the County for maintenance of the project.

- b) **Non-federal Match:** Although the County is advocating for State funding in partnership with RVCWD, the County has no responsibility to identify or obtain the non-federal match funding for the project. The County will provide on County letterhead a Local Match Fund Commitment Letter using HMGP template as required for the subapplication. In the event RVCWD does not have an identified non-federal match prior to the submission deadline of the subapplication, the County can choose to not submit the subapplication to CalOES. In the event RVCWD has an identified source of non-federal funding but fails to obtain the funds, the County can choose to withdraw the subapplication from CalOES.
- c) **Reimbursement Request:** In the event the subapplication is awarded HMGP funding, the County shall request reimbursement from CalOES per invoices and documentation provided by the RVCWD and transfer the funds to RVCWD upon receipt from CalOES. The Parties agree no other financial responsibility is expected from the County.

3) RVCWD's Responsibility:

- a) **Maintenance:** RVCWD has sole responsibility for the maintenance of the HMGP project, including water mains and laterals for its entire useful life. RVCWD will allocate funds necessary for the maintenance for the entire useful life of the project per Section 18 of the CalOES HMGP Project Subapplication. Maintenance tasks involve, but are not limited to, flushing, valve exercising, meter replacement, leak repairs, required and additional tests, and general inspection. RVCWD shall develop a maintenance schedule and identify the source of funding for maintenance of the project. RVCWD shall provide all information necessary to the County to complete HMGP's Project Maintenance Letter template.
 - b) **Non-federal Match:** RVCWD has sole responsibility to identify the full non-federal match of at least 25% of the project as part of the HMGP requirement. RVCWD is responsible for providing the funding source, fund availability date, and funding type to the County to complete the Local Match Fund Commitment Letter according to HMGP template.
 - c) **Expenditures beyond grant award:** In the event the project costs exceed the grant award, RVCWD has sole responsibility to identify additional funding for the project. No additional funding or non-federal match is expected from the County.
- 4) **Record Retention:** RVCWD shall be responsible for keeping records of system maintenance, including maintenance schedules, books of accounts, ledgers, invoices, or any other documents evidencing maintenance of the project. Records shall be kept for the project's entire useful life as defined by FEMA standard useful life values and for four years after all

obligations under this MOU have been performed. Such records shall be timely and accurately made available to agents, officers, or employees of the County as requested.

5) Relationship of Parties: The County and RVCWD are separate subdivisions of the State of California and are independent to each other. The County is not legally or financially responsible for RVCWD.

6) Binding to Successors: All provisions of this MOU shall be binding in the event RVCWD is incorporated into a successor agency or merge with another entity. The MOU, however, shall not be assignable by RVCWD without the express written agreement of the County.

7) Notices: Any and all notices shall be in writing to the respective addresses below:

County of Mendocino
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Carmel Angelo

Redwood Valley County Water District
P.O. Box 399
Redwood Valley, CA 95470
Attn: Tamara Alaniz

8) Amendment: This MOU may be amended or modified only by the mutual agreement of the Parties. No amendment or modification of this MOU shall be binding unless in writing and signed by authorized representatives of both parties.

9) Execution in Counterparts: This MOU may be executed in counterpart and each of these executed counterparts shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument.

10) Indemnity: RVCWD shall have sole responsibility for all maintenance, upkeep, repairs, remediation, or other work required for the project and its system. RVCWD shall indemnify, assume the defense of, and hold harmless the County, its officers, agents, and employees for any and all claims arising from the performance of this agreement or the condition of the project. In the event that the Federal Government or any other entity requires repayment of any grant funds (through audit exception or any other means) actually expended on the project, RVCWD shall reimburse the County in an amount equal to the expended funds.

11) Term: This MOU shall become effective upon execution by both Parties and shall continue in full force until the project meets FEMA's standard useful life span value per FEMA Project Useful Life table. This MOU shall be terminated by mutual agreement of the Parties in the event the project fails to receive award from HMGP.

IN WITNESS WHEREOF:

DEPARTMENT FISCAL REVIEW:

J. Chandle 5-2-18
DEPARTMENT HEAD DATE

Budgeted: ☐ Yes ☐ No

Budget Unit: _____

Line Item: _____

Grant: ☐ Yes ☐ No

Grant No.: _____

REDWOOD VALLEY COUNTY WATER DISTRICT:

By: [Signature]
GRANVILLE POOL, President
BOARD OF DIRECTORS

Date: 17 May 2018

By: Tamara Alaniz
TAMARA ALANIZ, General Manager

Date: 051518

COUNTY OF MENDOCINO

By: [Signature]
DAN HAMBURG, Chair
BOARD OF SUPERVISORS

Date: MAY 09 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy
MAY 09 2018

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Karla Van Hagen
Deputy
MAY 09 2018

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 5-1-18

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 4.26.18

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 5-1-18