

MEMORANDUM OF AGREEMENT BETWEEN
REDWOOD VALLEY COUNTY WATER DISTRICT
AND COUNTY OF MENDOCINO

THIS AGREEMENT, ENTERED INTO EFFECT ON November 6 2018, is a Memorandum of Agreement which identifies and sets forth the joint and individual responsibilities of the Redwood Valley County Water District (hereinafter referred to as "DISTRICT") and the County of Mendocino (hereinafter referred to as "COUNTY") in the construction of seismic force resistant public water facilities and associated features associated with the Redwood Fire Disaster Hazard Mitigation Grant Program Project known as the Redwood Valley Water Infrastructure Retrofit ("PROJECT"), in the Redwood Valley community of Mendocino County.

It is hereby agreed between DISTRICT and COUNTY that:

1. COUNTY shall procure and contract for the design and construction of the PROJECT and perform such administrative work as is required for procurement, contracting, and contract management of the PROJECT. Upon PROJECT completion, the public water facilities shall be the sole property and responsibility of the DISTRICT and shall reside exclusively within and upon DISTRICT easements or other DISTRICT property.
2. DISTRICT shall fully cooperate in the PROJECT and provide COUNTY with all information, input, direction, access, technical expertise, and assistance as COUNTY may request from DISTRICT in relation to the PROJECT or related grants. DISTRICT shall cooperate in obtaining any easement, right of entry, or other rights as may be necessary for the PROJECT, and grants COUNTY permission to enter onto, use, and modify DISTRICT property for PROJECT purposes.
3. DISTRICT shall assume sole responsibility for the maintenance, upkeep, operation, and all other functions related to the ownership of the facilities that are the subject of this PROJECT. DISTRICT agrees to maintain the PROJECT facilities for at least the minimum time period required by any relevant grants or related regulation.
4. Upon project completion, DISTRICT shall be solely responsible for the PROJECT and shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any and all claims related to the PROJECT. This shall include, but not be

limited to, all claims related to the design, construction, maintenance, or operation of the project, to the fullest extent permissible under California law.

5. The aforementioned PROJECT water mains and associated features shall be designed and constructed pursuant to the plans and technical specifications prepared by COUNTY's consultants and contractors for PROJECT work. DISTRICT's Board of Directors or designated officers shall review draft plans and specifications and provide written comments or other submittals no later than ten (10) days after drafts are made available for review. County shall make draft plans and specifics available for District to review once they are approximately 65% and 90% completed, and any other point at which COUNTY deems DISTRICT input helpful or necessary to the drafting process.
6. COUNTY shall manage, pay invoices and process grant reimbursements for consultants and contractors for PROJECT work. DISTRICT shall provide COUNTY with prompt input on any PROJECT tasks and participate regularly in PROJECT development team meetings. DISTRICT shall provide a designated point of contact to COUNTY for addressing any PROJECT related issues.
7. COUNTY is the awarding agency for PROJECT work. COUNTY, however, may decline to proceed with work if DISTRICT has not provided its approval and concurrence with consultant and contractor submittals, or if DISTRICT fails to respond and provide timely input to COUNTY on PROJECT issues.
8. DISTRICT bears sole responsibility for any non-grant eligible PROJECT costs, and shall reimburse COUNTY for any such costs incurred in the PROJECT, pursuant to Paragraph number 6. If COUNTY becomes aware of any PROJECT grant non-participating costs or grant funding excesses, COUNTY shall inform DISTRICT's designated point of contact in a reasonably prompt manner.
9. DISTRICT shall be provided full access to provide for observation and inspection of the work relating to the water main system and construction. DISTRICT will notify COUNTY if it determines that any deficiencies, failures or variances from the plans and specifications exist, but the primary responsibility for inspection and administration of the contract shall rest with COUNTY, and COUNTY shall employ persons experienced in the materials and work to provide for adequate inspection and supervision of the work. Construction

management and direction to the contractors shall remain with COUNTY. The failure of DISTRICT personnel to detect variances from the plans and specifications or failure to notify COUNTY promptly of such variances shall not excuse the contractors' compliance with the terms and provisions of the construction documents, plans and specifications. If DISTRICT detects variances or deficiencies from the plans and specifications, DISTRICT will notify COUNTY and COUNTY shall issue the notices of deficiency and take remedial actions designated by DISTRICT. Pay quantities for the project work shall be determined by COUNTY with DISTRICT input and consultation. DISTRICT may give notice to the COUNTY that it believes that change orders, stop orders or other modifications or variances are appropriate. DISTRICT shall promptly inform COUNTY of its observations and opinions and cooperate fully with COUNTY in crafting and issuing such orders.

10. DISTRICT shall reimburse COUNTY any PROJECT costs which exceed, are not reimbursable, or otherwise not paid through grant funding. This shall include, but not be limited to, any COUNTY PROJECT administration work, acquisition of PROJECT easements, PROJECT design, PROJECT environmental clearances, permits and PROJECT construction. Reimbursement of COUNTYs employees' time shall be at a rate reflecting actual cost to the COUNTY.
11. This Agreement does not change any ownership aspects of the roads, water infrastructure or road and water system maintenance responsibilities that existed before the PROJECT. DISTRICT, however, grants permission to COUNTY, its agents, officers, employees, and contractors, to enter onto DISTRICT property (including but not limited to easements) for the purposes of performing any work related to the PROJECT.
12. The COUNTY shall be considered lead agency for any California Environmental Quality Act purposes. DISTRICT shall be the agency accepting any grants of property or easements for PROJECT work. DISTRICT shall provide timely access to and action by their governing body for items prepared by COUNTY consultants and brought before the DISTRICT for action under the direction of the DISTRICT's designated representative.
13. Neither COUNTY nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction conferred upon DISTRICT and arising under this Agreement. It is understood and agreed that DISTRICT,

shall fully defend, indemnify and hold harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT under this Agreement.

14. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

15. COUNTY shall have the right to terminate this Agreement and all work on the PROJECT in the event that COUNTY determines, in its sole discretion, that the cost of completing the PROJECT exceeds the grant or other funding sources available for the PROJECT or that circumstances have changed such that completion of PROJECT will require excessive expenditure of COUNTY resources. COUNTY may exercise this right at any time by providing written notice of same to DISTRICT. Should COUNTY elect to terminate PROJECT work, COUNTY shall make good faith efforts to secure forgiveness of grant obligations or take similar reasonable steps to mitigate adverse impacts to DISTRICT.

16. COUNTY and DISTRICT will cooperate in the enforcement of any performance bonds, maintenance bonds, contracts, or other obligations of third parties related to the project. In the event, however, that such cooperation requires anything other than a *de minimus* expenditure of COUNTY resources or staff time, the parties shall first reach agreement by which DISTRICT shall compensate COUNTY for such expenditure. COUNTY may, in its sole discretion, satisfy all obligations under this Paragraph through valid assignment, subrogation, or other conveyance to DISTRICT of the rights to be enforced.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement the day and year first above written.

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: Transportation

Howard N. Dashiell 10/18/18
HOWARD N. DASHIELL, Director DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 1910

Line Item: 2184

Grant: ☒ Yes ☐ No

Grant No.: FEMA Disaster Funding

REDWOOD VALLEY COUNTY WATER DISTRICT (RVCWD)

By: [Signature]
GRANVILLE POOL, President, Board of Directors

Date: 10/27/18

NAME AND ADDRESS OF AGENCY:

RVWD/Attn: General Manager

151 Laws Avenue

Ukiah, CA 95482

COUNTY OF MENDOCINO

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

Date: NOV 07 2018

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy NOV 07 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: [Signature]
Deputy NOV 07 2018

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 10/24/18

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By: [Signature]
Deputy

Date: 10/24/2018

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

Date: 10/24/18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: _____