

MEMORANDUM OF UNDERSTANDING BETWEEN

COUNTY OF LAKE
AND
CITY OF CLEARLAKE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made this _____ day of _____, 2023, by and between the County of Lake, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Clearlake, a political subdivision of the State of California, hereinafter referred to as CITY".

WITNESSETH

WHEREAS, the Board of Supervisors, on March 1, 2022, approved a letter of intent for the support of a new regional skate park in District 2; and

WHEREAS, the City of Clearlake opened up a Request for Proposals for the design of a new regional skate park in District 2; and

WHEREAS, two proposals were received and American Ramp Company was selected based on cost and experience by a panel consisting of District 2 Supervisor Bruno Sabatier, City Manager Alan Flora, and City Public Works Director Adeline Leyba.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

1. DUTIES AND RESPONSIBILITIES

- a. The CITY submitted to their Council for consideration a proposed contract with American Ramp Company, which was approved on January 5, 2023.
- b. The CITY shall take the lead in the project working with the contractor to successfully complete a design for a new regional skate park, complete with construction plans and estimated costs. District 2 Supervisor shall be involved in the process whenever it is possible.
- c. The COUNTY shall reimburse the CITY for services rendered under the approved contract for the design of the new regional skate park for a maximum amount not to exceed \$43,500.
- d. The CITY shall submit quarterly invoices to the COUNTY for reimbursement of the contract services described in Section 1 (c) hereinabove.
- e. When the design process has been completed, both the design and a final report of all expenditures shall be provided from the CITY to the COUNTY.
- f. A presentation to the Board of Supervisors shall follow to present the proposed final design as well as the expenditures and inform the Board of Supervisors of the next steps that will be taken.

2. NOTICES

All Notices required to be given under this MOU shall be given in writing.

Communications shall be addressed as follows:

County of Lake
255 N Forbes Street

City of Clearlake
14050 Olympic Drive

Lakeport, CA 95453

Clearlake, CA 95422

Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested.

3. LAW AND VENUE

This MOU shall be construed under the laws of the State of California, and the parties hereto agree that any action relating to this MOU shall be instituted and prosecuted in the courts of Lake County. Each party consents to the jurisdiction of the courts of Lake County and waives the right to change of venue.

IN WITNESS WHEREOF, COUNTY and APPLICANT have executed this MOU on the day and year first above written.

COUNTY OF LAKE

CITY OF CLEARLAKE

By: _____

Address: _____

APPROVED AS TO FORM
ANITA GRANT
County Counsel

By: _____