**MEMORANDUM OF UNDERSTANDING**
**FOR MAP AND LEGAL DESCRIPTION REVIEW SERVICES**
**BY COUNTY OF LAKE FOR THE CITY OF LAKEPORT**

**THIS AGREEMENT** is made and entered into on the date last executed by and between the **CITY OF LAKEPORT**, hereinafter referred to as "CITY," and the **COUNTY OF LAKE**, hereinafter referred to as "COUNTY."

## RECITALS

**WHEREAS**,

1. The CITY desires to enter into an agreement with the COUNTY, through the County Surveyor's Office, for the review, checking, and certification of Final Maps, Tentative Maps, Vesting Tentative Maps, Subdivision Maps, Parcel Maps, Lot Line Adjustments, Legal Descriptions, boundary changes, and other related survey maps, documents, certificates, or instruments related to the subdivision of land in accordance with the California Subdivision Map Act, City ordinances and land use entitlement approvals, and the Professional Land Surveyors' Act and other applicable law when requested to do so by CITY; and

2. Pursuant to Government Code Section 66431, upon mutual agreement, the County Surveyor may perform duties assigned to the City Engineer related to subdivision map checking, certification, and statements; and

3. In conformity to Section 66431, the CITY wishes to enter into this Agreement with the County for the County Surveyor's Office to review the aforementioned maps, instruments, and legal descriptions on behalf of the CITY and to sign the required statements on behalf of the CITY as City Surveyor and the City Engineer to sign those statements required by and for the City Engineer; and

4. Pursuant to Government Code Section 66451.2, local agencies may establish reasonable fees for the processing of tentative, final and parcel maps and for other procedures required or authorized by the Subdivision Map Act or local ordinance, provided that the fees are adopted in accordance with the Mitigation Fee Act and do not exceed the amount reasonably required by such agency to administer the necessary services.

5. The COUNTY, through its County Surveyor's Office, has the necessary licensing, expertise, experience and qualifications and is willing to provide CITY with such services.

6. In performing these functions under this Agreement, both parties shall endeavor to clearly define and execute guidelines and reimbursements for applicable incurred costs.

**NOW, THEREFORE,** the parties agree to the following terms and conditions:

1. **TIME OF AGREEMENT:** This Agreement shall commence on the date last executed and shall continue until terminated with advance written notice of sixty (60) calendar days by either party.

2. **SCOPE OF SERVICES:** The COUNTY, through the County Surveyor's Office, shall provide map and legal description review services on behalf of the CITY. The CITY shall transmit to the COUNTY for review complete submittal packets, including but not limited to Final Maps, Parcel Maps, Lot Line Adjustments (boundary line adjustments), Certificates of Compliance, and easement and legal descriptions.

The COUNTY shall log all submitted projects in order of receipt and perform review, checking, and certification in accordance with the time limits established under the California Subdivision Map Act. The COUNTY shall review such materials to ensure compliance with applicable State laws and regulations, including but not limited to the Subdivision Map Act and the Professional Land Surveyors' Act, as well as applicable CITY ordinances, approved land use entitlements, and requirements.

As part of this process, the COUNTY shall coordinate with CITY staff, the relevant project applicant, and the relevant project applicant's engineer or land surveyor to identify, communicate, and resolve any deficiencies or required corrections necessary to achieve compliance.

Upon satisfactory completion of the review and resolution of all required corrections, the COUNTY shall sign and stamp the applicable maps and documents, where authorized under applicable law, for final processing and recordation by the CITY.

3. **FEES:** COUNTY shall be compensated for services rendered under this Agreement through reimbursement agreements and/or fees paid by relevant project applicants as established by COUNTY in accordance with Government Code section 66451.2, the Mitigation Fee Act (Gov. Code, § 66000 et seq.), and other applicable law.

4. **PAYMENT:** Fees shall be based upon the COUNTY master fee schedule, updated annually. COUNTY shall provide CITY with an updated fee schedule within thirty (30) days of the adoption of said update. COUNTY shall submit to CITY an itemized invoice following completion of the requested surveying services. Each invoice shall identify the services rendered during the billing period, the specific application or project for which the services were performed, and the total amount due for the invoice. CITY shall pay the invoice within 30 days of receipt and processing. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by COUNTY.

5. **TERMINATION:** Either party may terminate this Agreement for any or no reason by giving sixty (60) days written notice to the other party. Upon notice of termination of this Agreement, the COUNTY will complete the review/checking of any maps or descriptions received prior to the date of such notice, so as not to hinder the final processing and recordation of said maps or descriptions, and shall be compensated for such services performed.

6. **JURISDICTION; VENUE:** This Agreement shall be construed in accordance with the laws of the State of California. The venue for any litigation shall be in the Superior Court of California for the County of Lake and CITY hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

7. **INDEMNIFICATION:** CITY shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from claims arising from CITY's performance under this Agreement, except where caused by COUNTY's sole negligence or willful misconduct.

COUNTY shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees from claims arising from COUNTY's performance under this Agreement, except where caused by CITY's sole negligence or willful misconduct.

The parties agree that the indemnity obligations in this Section 7 shall survive termination of this Agreement.

8. **RECORDS:** The parties agree to retain and preserve all ledgers, books of account, invoices, cancelled checks, and other relevant records or documents pertaining to the services rendered or evidencing charges for services, expenditures, and disbursements for at least five (5) years following termination of this Agreement or for any longer period required by law. Each party shall allow the other party to inspect and copy any records that the latter may need upon oral or written request.

9. **ENTIRE AGREEMENT; AMENDMENT:** This Agreement is the entire agreement of the parties and no other written or oral evidence shall be construed to be part of this Agreement. The parties may at any time amend this Agreement by mutual consent, in writing, as necessary to achieve the contractual objectives of the parties.

10. **NON-ASSIGNMENT:** COUNTY shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than COUNTY.

11. **NO THIRD-PARTY BENEFICIARIES:** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

12. **TIME OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

13. **WAIVER:** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by CITY or COUNTY unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by CITY or COUNTY of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

14. **NOTICES:** Notices shall be given to the parties at the following locations:

CITY:
City of Lakeport
Community Development Department
225 Park Street
Lakeport, CA 95451

COUNTY:
County of Lake
Public Works Department
255 North Forbes Street
Lakeport, CA 95453

15. **COUNTERPARTS; ELECTRONIC SIGNATURES:** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

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

CITY OF LAKEPORT

By: _____ _____
Mayor, City Council Date

ATTEST:

Kelly Buendia
City Clerk

By:_____ _____
Date

APPROVED AS TO FORM:

Mackenzie Anderson
City Attorney

By:_____ _____
Date

COUNTY OF LAKE

| | | |
|---|---|---|
| | CHAIR, COUNTY OF LAKE<br>BOARD OF SUPERVISORS | DATE |
| ATTEST | | |
| | SUSAN PARKER<br>CLERK OF THE BOARD | DATE |
| APPROVAL RECOMMENDED |  | 10/27/26 |
| | W. VANCE RICKS<br>COUNTY SURVEYOR | DATE |
| APPROVED AS TO FORM | | |
| | LLOYD GUINTIVANO<br>COUNTY COUNSEL | DATE |