

**Memorandum of Understanding
Between
Solano Irrigation District, Solano County, and Solano County Water Agency
on an Architectural Study of Space Needs and potential for Joint Use Building
(Revision to Memorandum of Understanding
Adopted by SCWA on September 14, 2006)**

This Memorandum of Understanding (“MOU”) is entered into as of January 2007 by and between the Solano Irrigation District (District), the County of Solano (“County”) and Solano County Water Agency (“SCWA”), all three being political subdivisions of the State of California. (Referred to collectively as “the entities” and individually as “participants”).

RECITALS

- A. For several years the entities have met to discuss the potential for jointly relocating offices and yard complexes to one location as is being done in other counties such as San Joaquin and Stanislaus Counties. There are numerous programmatic ties and common publics being served by SID, SCWA, UC Cooperative Extension in Solano County and the County Agricultural Commissioner.
- B. SID is interested in knowing whether it would be more cost effective to stay at its current location and make the capital investments necessary for the long term, or to relocate with the entities, to a new office building.
- C. SID has the opportunity to relocate to a 20 acre site in the county in a good location for serving its customers. The entities are interested in the concept of a joint use building on this 20 acre site.
- D. SID released a Request for Qualifications (RFQ) in June '06 to architectural firms to perform a physical space needs assessment for the entities. A Steering Committee comprised of representatives from the entities conducted interviews of selected architectural firms and selected Williams and Paddon.
- E. The purpose of this MOU is to create a framework for the entities to work together with Williams and Paddon and to share the costs and work product.

THE ENTITIES AGREE AS FOLLOWS:

- 1. Architectural Study of Space Needs and Potential for Joint Use Building.
 - 1.1 The Study shall be managed by SID and executed as a single project.
 - 1.2 The Scope of Work for the Architectural Study is attached. The total cost is \$396,100.00. Some of the tasks will be jointly funded by 2 or 3 of the participants and some of the tasks are paid for by only one participant (i.e. SID funds its study on its existing site), depending on the applicability of that task to each participant. In general the cost sharing ratio for this Study is:

SID: 8/14 (\$278,975)
County: 4/14 (\$78,083)
SCWA: 2/14 (\$39,040)

Each participant will pay its actual costs which may differ from this expected cost sharing ratio. If a participant's share is expected to exceed the budget figures shown, the participant agency's approval will be sought first.

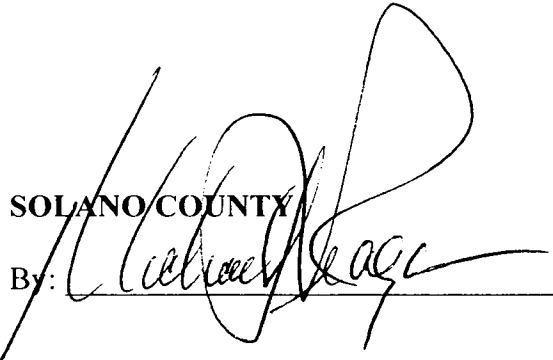
- 1.3 If it is necessary to increase the cost of the Consultant's services for the study, the entities agree to meet to consider the extent of each entity's participation in such additional costs. No such additional costs shall be paid by any entity without written amendment to this MOU.
- 1.4 Work products pertinent to each participant will be owned by said participant and work products relevant to all participants, will belong to all participants.
- 1.5 Each participant will contribute its portion of the advertising expense for the RFQ. The expense to SID was \$1600.00. SCWA and Solano County shall each reimburse one-third of the cost to SID. (County \$533, SCWA \$533).
- 1.6 The entities recognize that each participant will independently determine how it uses the results of the study.
- 1.7 The District will be responsible for engaging Consultant and will require Consultant to indemnify each participant for Consultant's active negligence in performing the needs assessment, per AB 573.
- 1.8 SCWA and County will reimburse the District as work is completed by the Consultant and within 30 days after receipt of an invoice from District indicating the work performed by Consultant. The District will be solely responsible for making payment to the Consultant.
- 1.9 The effective date of this MOU shall be the latter of the date of approval of the MOU by all entities.

2. MISCELLANEOUS

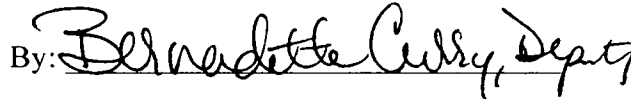
- 2.1 Termination. The Entities shall have the right to terminate this MOU for convenience in the event that the District does not award the contract to Consultant within 30 days after the effective date of this MOU by providing written notice to the District.
- 2.2 Notices. Notices to the parties shall be addressed as follows:

To County: Veronica A. Ferguson, Assistant County Administrator
Solano County
675 Texas Street, Suite 6500
Fairfield, CA 94533

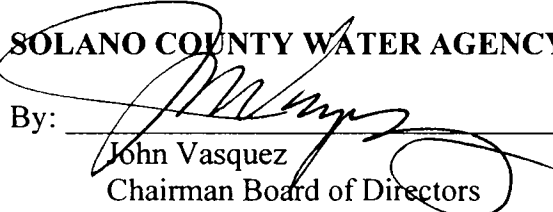
SOLANO COUNTY

By:  _____

APPROVED TO FORM:

By:  _____
Bernadette Curry, Deputy

SOLANO COUNTY WATER AGENCY

By:  _____

John Vasquez
Chairman Board of Directors

APPROVED TO FORM:

By: _____

SOLANO IRRIGATION DISTRICT

By: _____

Suzanne Butterfield
General Manager

APPROVED TO FORM:

By: _____

Paul R. Minasian
District Counsel