

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LAKE, THE CITY OF CLEARLAKE AND THE CITY
OF LAKEPORT FOR COST SHARING OF EXPENSES RELATED TO
FACILITATION OF COMMUNITY VISIONING FORUMS PROMOTING
TOLERANCE, RESPECT, EQUITY AND INCLUSION IN LAKE COUNTY**

The County of Lake, City of Clearlake and the City of Lakeport, hereinafter referred to as “the parties,” each desire to gather public input to identify areas where immutable characteristics are predictive of social outcomes in our communities, and promote Tolerance, Respect, Equity and Inclusion in Lake County.

Toward that end, a cross-jurisdictional Consultant Selection Panel, including representatives from each of the parties, has selected Nicole Anderson and Associates Consulting, LLC, to host a series of public fora and preparatory meetings to gather stakeholder input.

Through their representation on the Community Visioning Forum Planning Committee and successor groups, each of the parties will receive the benefit of data gathered as a result of this process, and have input in all aspects of the planning process.

Given all expect to share the benefits of the work conducted by the selected firm, the parties hereby agree to share the cost of the Agreement enabling this work, as follows:

**SECTION 1
Objective**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a cost sharing agreement of the parties for Community Visioning Forum facilitation.

**SECTION 2
Statement of Understanding**

- A. For the, “Agreement for Facilitation of Community Visioning Forums Promoting Tolerance, Respect, Equity and Inclusion in Lake County,” attached hereto and extending from February 15, 2022, through February 14, 2023, the parties shall share the cost as follows:

Total Agreement Cost	\$33,000
County of Lake	\$22,500
City of Clearlake	\$8,000
City of Lakeport	\$2,500

- B. The County and City Representatives on the Community Visioning Forum Planning Committee and successor groups shall coordinate with and support the selected

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Contractor, Nicole Anderson and Associates Consulting, LLC. Upon completion of the Agreement, the County shall invoice the Cities for their cost share. The Cities will be responsible to remit payment to County within thirty days of receipt of invoice.

SECTION 3 Points of Contact; Notice

Any communications and notices shall be sent to:

For the County of Lake:

Matthew Rothstein, Deputy County Administrative Officer
Matthew.Rothstein@lakecountyca.gov

For the City of Clearlake:

Alan Flora, City Manager
aflora@clearlake.ca.us

For the City of Lakeport

Kevin Ingram, City Manager
kingram@cityoflakeport.com

Any may change its designated contacts by written notice to the designated contact of the other parties.

SECTION 4 Choice of Law

This MOU shall be governed by California law.

SECTION 5 Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the parties, who will endeavor in good faith to resolve such differences.

SECTION 6 Other Provisions

- A. Term. This MOU shall continue in effect until completion of Scope of Services, as described in the Proposal attached to Exhibit A of the “Agreement for Facilitation of Community Visioning Forums Promoting Tolerance, Respect, Equity and Inclusion in Lake County.”

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B. Modifications. This MOU may be modified at any time by mutual consent of the parties. Any modification shall be by written addendum, signed by authorized representatives of each party and shall be effective upon the date it is subscribed to by all parties.

C. Hold Harmless

Each party shall indemnify and hold the other harmless against all actions, claims, demands and liabilities, and against all losses, damages, costs, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

D. Electronic Signatures. Electronically delivered signatures of the Participants shall be deemed to constitute original signatures.

SIGNATURES

The parties hereto have entered into this MOU as of the day and year set forth below to be effective as of the Effective Date.

COUNTY OF LAKE

APPROVED AS TO FORM:

County Counsel

Carol J. Huchingson
County Administrative Officer

Anita L. Grant

CITY OF CLEARLAKE

CITY OF LAKEPORT

Alan Flora, City Manager

Kevin Ingram, City Manager