

A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF LAKE, CITY OF LAKEPORT, AND CITY OF CLEARLAKE AUTHORIZING FORMATION OF THE LAKE COUNTY REGIONAL HOUSING TRUST FUND (LCRHTF)

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into this ___th day of December, 2024 (the "Effective Date") by and between Lake County hereinafter referred to as "County", City of Clearlake, hereinafter referred to as "Clearlake and the City of Lakeport, hereinafter referred to as "Lakeport," collectively, the "Parties."

RECITALS

WHEREAS, The County of Lake, Clearlake and Lakeport are legally recognized municipalities within the County of Lake, California; and

Now, therefore, it is mutually understood and agreed to between the Parties as follows:

I. PURPOSE

This MOU delineates the understandings of the County, Clearlake, and Lakeport regarding establishment of the Lake County Regional Housing Trust Fund (LCRHTF).

II. TERMS AND DEFINITIONS

Throughout this MOU, all words used in this Agreement have the same meaning as defined in the Administrative Guidelines.

III. TERM

The term of this MOU shall commence as of the Effective Date stated above, and shall continue for five (5) years, unless this MOU is terminated sooner according to the Termination clause herein, or the term is extended by mutual agreement of the Parties.

IV. UNDERSTANDINGS OF THE PARTIES

A. The County shall undertake the following:

1. Identify, in coordination with the Parties, the steps necessary to create the Lake County Regional Housing Trust Fund (LCRHTF).
2. Ensure compliance with all County regulations, public meeting requirements, and any processes related to the planning and delivery of funds to a proposed funding project.
3. Work with the parties to provide all the information and documentation required for the completion of any identified funding applications.
4. Designate a representative(s) to participate in LCRHTF Board of Trustees meetings for the purpose of considering LCRHTF funding allocation decisions and voting to represent the County as part of the LCRHTF, Board of Trustees. (*See Administrative Guidelines*)
5. Adopt Resolutions necessary to fulfill applicable funding requirements including, but not limited to: provisions for the expansion of affordable housing in Lake County.

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6. Work with the Parties to establish LCRHTF funding priorities in coordination with delegating jurisdictions. *(See Administrative Guidelines)*
7. In coordination with the Parties, ensure compliance with all threshold requirements under grant guidelines, and all other requirements specified in other potential funding sources including maintaining a Regional Housing Trust Fund.

B. Clearlake shall undertake the following:

1. Work cooperatively with the County of Lake to establish the Lake County Regional Housing Trust Fund and related activities.
2. Work with the parties to provide all information and documentation required for completion of any identified funding applications.
3. Ensure compliance with all City regulations, public meeting requirements, and any processes related to the planning and delivery of funds to a proposed funding project.
4. Designate a representative(s) to participate in LCRHTF, Board of Trustees meetings for the purpose of considering LCRHTF funding allocation decisions and voting to represent Clearlake as part of the LCRHTF, Board of Trustees. *(See Administrative Guidelines)*
5. Adopt Resolutions necessary to fulfill applicable funding requirements including, but not limited to: provisions for the expanding of affordable housing in Lake County.
6. Work with the Parties to establish LCRHTF funding priorities in coordination with delegating jurisdictions. *(See Administrative Guidelines)*
7. Work with the parties to provide all information and documentation required for to ensure compliance with all threshold requirements under grant guidelines, and all other requirements specified in other potential funding sources including maintaining a Regional Housing Trust Fund.

C. Lakeport shall undertake the following:

1. Work cooperatively with the County of Lake to establish the Lake County Regional Housing Trust Fund and related activities.
2. Work with the parties to provide all information and documentation required for completion of any identified funding applications.
3. Ensure compliance with all City regulations, public meeting requirements, and any processes related to the planning and delivery of funds to a proposed funding project.

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4. Designate a representative(s) to participate in LCRHTF, Board of Trustees meetings for the purpose of considering LCRHTF funding allocation decisions and voting to represent Lakeport as part of the LCRHTF, Board of Trustees. *(See Administrative Guidelines)*
5. Adopt Resolutions necessary to fulfill applicable funding requirements including, but not limited to: provisions for the expanding of affordable housing in Lake County.
6. Work with the Parties to establish LCRHTF funding priorities in coordination with delegating jurisdictions. *(See Administrative Guidelines)*
7. Work with the parties to provide all information and documentation required for to ensure compliance with all threshold requirements under grant guidelines, and all other requirements specified in other potential funding sources including maintaining a Regional Housing Trust Fund.

D. Collectively, the Parties Agree:

1. Formation of Lake County Regional Housing Trust Fund Administrative Board. The Lake County Regional Housing Trust Fund will have an Administrative Board that is responsible for adopting and amending the Administrative Guidelines.

The composition of this Administrative Board will be as follows:

- County of Lake - County Administrative Officer or designee
- County of Lake - Director of Community Development or designee
- City of Lakeport - City Manager or designee
- City of Clearlake - City Manager or designee

2. Not less than quarterly, the Lake County Regional Housing Trust Fund Administrative Board will meet to identify new potential funding sources, review the current funding allocations, review Activities accomplished under this MOU, evaluate the efficacy of this MOU, assess the quality of the working relationship between County, Clearlake and Lakeport as pertains to the Lake County Regional Housing Trust Fund (LCRHTF) and its activities, determine the status of work products, and assess future Activities for potential LCRHTF funding by the partnership or assignment of funds from the Lake County Regional Housing Trust Fund.
3. Meet in good faith to promptly address any disputes arising under this MOU.

E. Funding

The County, Clearlake and Lakeport shall work cooperatively to identify and seek sufficient future funding, including additional state or federal grants, foundation/philanthropy grants and/or other funding sources, to promote the sustainability of the Lake County Regional Housing Trust Fund and housing project goals.

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F. Alterations of Terms

No alteration or variation of the understandings of this MOU shall be valid unless made in writing and signed by all three parties.

G. Termination

1. Any party may terminate their participation in this MOU for any reason, or without cause, by giving 60 days' written notice to the other two entities, which shall be served in conformity with the notice provisions contained in this MOU.
2. Upon termination, the party terminating their participation shall gain control of their remaining funding allocation proportional to contributions and matching funds. Any grant or otherwise restricted funds shall be used in a manner consistent with all applicable laws and other governing documents.

H. Notices

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by registered mail or personal service upon the other party.

I. Amendments

Any material changes to any of the clauses above must be mutually agreed upon by all three entities and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

J. Parties as Independent

In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its agents or employees.

K. Indemnification

Nothing herein shall be construed as a limitation of any entities liability, and all parties shall indemnify, defend, and hold harmless the County of Lake, its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of any entity, except such loss or damage which was caused by the sole negligence or willful misconduct of the County, its employees, agents or volunteers.

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Nothing herein shall be construed as a limitation of County's liability, and County shall indemnify, defend, and hold harmless Clearlake and Lakeport from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees) which result from the negligent act, willful misconduct, or error or omission of County, its employees, agents or volunteers, except such loss or damage which was caused by the sole negligence or willful misconduct of either Clearlake or Lakeport, its employees, agents or volunteers.

L. Insurance

It is agreed that the Parties to this MOU shall maintain at all times during the term of this MOU insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O)

COUNTY OF LAKE

Chair, Board of Supervisors

Date executed

ATTEST: SUSAN PARKER
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

CITY OF CLEARLAKE

Mayor, City of Clearlake

Date executed

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ATTEST: City Clerk

APPROVED AS TO FORM:

Dean Pucci

City of Clearlake, Attorney

By: _____

CITY OF LAKEPORT

Mayor, City of Lakeport

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

DAVID RUDERMAN

City of Lakeport, Attorney
