

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
CLEARLAKE, ADVENTIST HEALTH CLEAR LAKE AND
HOPE IS RISING LAKE COUNTY FOR THE FUNDING OF
HOPE CENTER FACILITY IMPROVEMENTS**

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is dated as of April 16, 2020 (“Effective Date”), and entered into by and among the City of Clearlake, Adventist Health Clear Lake, and Hope Is Rising Lake County doing business as Hope Rising Lake County, with reference to and in consideration of the following:

WHEREAS, like many other regions in California, the Lake County and the City of Clearlake has seen a significant and troubling growth in the homeless population over the past several years, a condition that has been difficult to address given the high cost of housing and property in the area, and the shortage of emergency, transitional, and affordable housing available in the County to serve this population;

WHEREAS, as a result of such efforts, various parties have been awarded some funds including a Partnership Health Plan grant, and certain additional funds have been made available towards the acquisition, construction, and operation of a new homeless shelter facility, the “Hope Center” to be located within the boundaries of the City of Clearlake, and intended to exclusively serve the unsheltered homeless population currently residing within the jurisdiction of Lake County;

WHEREAS, the City has \$500,000 of available funds, which have been allocated for support of low- and moderate-income housing projects, and for which the Hope Center qualifies. Further the parties desire to formalize the terms and conditions under which the City’s funds may be utilized to finance the construction of the Hope Center;

WHEREAS, the City Council of the city of Clearlake has determined that homelessness is an issue impacting all members of the community, and that allocating funds to support the Hope Center Project serves a public benefit; and

WHEREAS, each Party has caused this Agreement to be duly approved by its respective governing body, and by so doing, has found and determined that this Agreement furthers the health, safety, and general welfare of the Lake County and Clearlake communities.

NOW THEREFORE, the Parties do hereby agree as follows:

1. The City of Clearlake will provide \$500,000 to Adventist Health Clear Lake on behalf of Hope is Rising Lake County, for facility improvements at the Hope Center, (3400 Emerson Street, Clearlake, CA) with the following conditions:

- a. The parties acknowledge the commitment to operate the Hope Center as a location to serve the unsheltered homeless population in Lake County for a minimum of 15 years from the date of occupancy. Occupancy will be defined as the date where renovation is complete and the City of Clearlake issues a Certificate of Occupancy to Adventist Health Clear Lake and Hope Is Rising Lake County.
- b. Adventist Health Clear Lake commits to successful operation of the facility for 15 years consistent with the Local Innovation Grant on Housing MOU between Partnership Health Plan and Grantee dated July 25, 2018 (Exhibit A). If the MOU is terminated prior to 15 years from the date of occupancy, Adventist Health Clear Lake will ensure the Hope Center facility continues to be used for housing and support of the homeless and at risk population in the Clearlake area and will not turn the property into an Adventist Health clinic or facility that solely benefits Adventist Health Clear Lake.
- c. Hope Is Rising Lake County and Adventist Health Clear Lake agree to show preference to homeless residents of Clearlake who are ready and willing to accept Hope Center housing agreements.
- d. The City of Clearlake will not be an owner or have any role in the operation of the Hope Center. Accordingly, Adventist Health Clear Lake and Hope Is Rising Lake County shall take all responsibility for the work and shall, at its own cost, defend, indemnify, release and hold harmless the City, its officers, officials, directors, employees, agents and volunteers ("Indemnitees"), from and against any and all third party liability, damages, losses, claims, demands, actions, and costs including attorney's fees and expenses ("Liabilities") of every kind, nature, and description, directly or indirectly arising from or connected with the performance of the work specified in this MOU.

Adventist Health Clear Lake

By: _____

Name: _____

Title: _____

Date: _____

Hope Is Rising Lake County

By: _____

Name: _____

Title: _____

Date: _____

City of Clearlake

By: Russell Cremer

Name: Russell Cremer

Title: Mayor

Date: 4.23.20