

Memorandum of Understanding and Cooperative Cost-Sharing Agreement

This Memorandum of Understanding (MOU) is entered into the day of 2024, by and between Lake County Sheriff's OES ("Lead Agency" or "Base Plan"), City of Clearlake, and City of Lakeport (collectively "participating jurisdiction" or "participating jurisdictions").

WHEREAS, Lake County submitted a grant request to complete a Multi-Jurisdictional Hazard Mitigation Plan with letters of support from both cities that was awarded in December 2023,

WHEREAS, planning guidance from FEMA and Cal OES was updated in April 2023,

WHEREAS, Lake County has an approved single-jurisdiction Hazard Mitigation Plan approved under the new guidance that will become the Multi-Jurisdictional Base Plan with limited updates,

WHEREAS, each participating jurisdiction must complete its own separate Annex to the lead jurisdiction's Base Plan.

NOW, THEREFORE, the parties agree as follows:

1. Representatives for each party as it relates to the project are as follows:

Project Lead

Project Fiscal Management

Lead Agency

Lake County Sheriff's OES
Leah Sautelet
Leah.sautelet@lakecountyca.gov

Lake County Sheriff's Office
Mary-Beth Strong
mbs@co.lake.ca.us

Participating Jurisdiction

City of Clearlake
Adeline Leyba
aleyba@clearlake.ca.us

Kathy Wells
kwells@clearlake.ca.us

City of Lakeport
Ron Ladd
rladd@cityoflakeport.com

Nick Walker
nwalker@cityoflakeport.com

2. Term

This MOU shall commence on April 15, 2024, and shall terminate on April 14, 2026, unless earlier terminated as hereinafter provided.

3. Termination

This MOU may be terminated by mutual consent of the parties or by any party upon 30 days' written notice to the other parties.

4. **Project**

The parties will work collaboratively to complete a Lake County Multi-Jurisdictional Hazard Mitigation Plan approved by FEMA and adopted separately by the governing body of each party utilizing the following:

- Planning Handbook [Local Mitigation Planning Handbook \(fema.gov\)](https://www.fema.gov/local-mitigation-planning-handbook)
- Updated Policy Guide: [Local Mitigation Planning Policy Guide \(fema.gov\)](https://www.fema.gov/local-mitigation-planning-policy-guide)
- Plan Review tool (attached).

Lake County OES will:

- work with each jurisdiction to ensure grant management, compatibility and understanding of the base plan and planning process.
- Update the Base Plan in compliance with Cal OES and FEMA guidance
- Request information, data, forms, updates and revisions in order to manage the grant in compliance with 2 CFR Part 200 and the *County* Procurement policy, align Annex format with the Base Plan, meet requirements from Cal OES and FEMA guidance (refer to the Plan Review Tool, attached).

5. Each participating jurisdiction:

- a. Will appoint a primary point of contact (identified above) who will participate in an overall Multi-Jurisdictional Planning Team and adhere to the timeline established by the team.
- b. Provide the necessary resources (including staff time, meeting space, public notices, etc.) to complete the project.
- c. Work with the Lead Agency to ensure grant management and compatibility of the Annex to the Base Plan.
- d. Will work closely with the consultant to complete an Annex to the Base Plan in compliance with Cal OES and FEMA guidance.
- e. Respond to requests from the Lead Agency including information, data, forms, updates and revisions in order to manage the grant in compliance with 2 CFR Part 200 and the *County* Procurement policy, align Annex format with the Base Plan, meet requirements from Cal OES and FEMA guidance (refer to the Plan Review Tool, attached).

6. **Project Timeline**

<u>Responsible</u>	<u>Task</u>	<u>Estimated Completion</u>
Lake County OES with input from all parties	Complete RFP Process	June 1, 2024
All Parties	Planning Team Meetings	November 30, 2024 at least 2x per month

Each Participating Jurisdiction	Works with consultant to fulfill necessary Annex sections including hosting public meetings, supplying data and providing input/direction.	November 30, 2024 (2-4x per month between June and November)
Lake County OES	Updated Base Plan	November 1, 2024
Each Participating Jurisdiction	Completes an approvable Annex	November 1, 2024
Lake County OES	Submits complete Multi-Jurisdictional HMP to Cal OES for review	November 30, 2024
Cal OES / FEMA	Review plan; request revisions; approve.	February 28, 2025
All jurisdictions	Respond to requests for additional information / revisions from Cal OES and FEMA	February 28, 2025

7. Cost Sharing, Payments and Billing

Project costs shall not exceed available grant funds. The Lead Agency is responsible for paying the allowable costs (consultant) and invoicing each Participating Jurisdiction for their cost share (10% of the costs split by each participating jurisdiction 40%/40% and the lead agency 20% not to exceed a grand total of \$23,445.60).

Any additional costs incurred by participating jurisdictions is the sole responsibility of each. The Lead Agency will invoice each Participating Jurisdiction at least quarterly and each Participating Jurisdiction agree to pay all invoices for their portion of the Project within 30 days of receipt. If a Party disputes an invoice, that Party shall provide the written basis for the dispute no later than 14 calendar days after receipt. The Parties shall negotiate in good faith to resolve any such disputes. Each Party shall maintain all accounting records related to this Agreement for a minimum of three years *after the grant closeout letter* is received.

8. Indemnification

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, 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.

Each party's obligations under this Section shall survive the termination of the MOU.

9. Jurisdiction and Venue

This MOU shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Each party waives any right of removal it might have under California Code of Civil Procedure Section 394.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year first above written.

COUNTY OF LAKE

CITY OF LAKEPORT

By: 

CHAIR, Board of Supervisors

KEVIN INGRAM, City Manager

ATTEST:

CITY OF CLEARLAKE

SUSAN PARKER

Clerk to the Board of Supervisors

By: _____

By: _____

Alan Flora
Alan Flora (Apr 5, 2024 11:07 PDT)

ALAN FLORA, City Manager

APPROVED AS TO FORM:

LLOYD C. GUINTIVANO

County Counsel

By: 











Cooperative Agreement Multi J HMP

Final Audit Report

2024-04-10

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"Cooperative Agreement Multi J HMP" History

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