

**Amendment No. 1 to Memorandum of Understanding (MOU) Between Lake County Community Foundation (LCCF) and Lake County Continuum of Care (LCCoC)**

WHEREAS, on or about July 21, 2025, Lake County Community Foundation (LCCF) and Lake County Continuum of Care (LCCoC) entered into a Memorandum of Understanding (MOU) Between Lake County Community Foundation (LCCF) and Lake County Continuum of Care (LCCoC); and

WHEREAS, the parties to the MOU now wish to amend the MOU to address and clarify indemnification, administrative/indirect cost ownership, procurement, and governance provisions of the MOU; and

WHEREAS, this Amendment clarifies roles and safeguards related to LCCF’s authority to “apply, manage, and distribute grant funds” in support of the LCCoC Strategic Plan; the current “No Financial Obligations” clause; and the County/LCBHS role as lead administrative entity and signatory.

NOW THEREFORE, the parties hereto agree as follows:

1. The following is hereby added to Section IV.1., “Lake County Community Foundation (LCCF) Responsibilities” to the MOU:
  - On-Behalf Authority (Grant Administration). LCCF’s authority to apply, manage, and distribute funds is limited to actions expressly authorized by the LCCoC Board consistent with the LCCoC Strategic Plan. LCCF shall not represent any project as a CoC initiative unless approved by the LCCoC Board in open session.
  - In-House vs. External Applications. LCCF will only pursue applications that the LCCoC/County determine are not feasible for in-house submission, as documented by the LCCoC Board or its designee (e.g., HHAP/HUD/HCD/HHIP/large private philanthropy).
2. The following is hereby added to Section IV.2., “Lake County Continuum of Care (LCCoC) Responsibilities” to the MOU:
  - Government Co-Sponsor Grants. For programs that require a governmental co-applicant (e.g., Homekey), the LCCoC shall designate the co-applicant by Board action prior to submission, and the co-applicant’s fiscal, legal, and program obligations shall be set in a separate, executed agreement.
3. The following is hereby added as Section XI., “Administrative/Indirect Costs – Ownership & Allocation” to the MOU:

**XI. Administrative/Indirect Costs – Ownership & Allocation**

- Definitions. “Administrative Costs/Indirect Costs” (Admin/IDC) include fiscal agent expenses, grants management, reporting, audit preparation, and compliance support budgeted in an award.
  - Budgeting & Ownership. Admin/IDC line items included in grant budgets are CoC resources, not property of any party. Ownership and control vest in the LCCoC, with fiscal oversight by LCBHS as lead administrative entity/signatory.
  - Allocation Plan. Prior to accepting an award, the parties shall adopt a written Admin/IDC Allocation Plan approved by the LCCoC Board.
  - Payment Conditions. No Admin/IDC reimbursements shall be made to any party absent: (a) the approved Allocation Plan; (b) documentation consistent with funder rules; and (c) LCBHS fiscal review/approval.
  - Changes. Any change to Admin/IDC allocations requires LCCoC Board approval and, if required by the funder, a formal budget modification.
4. The following is hereby added as Section XII., “Conflict of Interest & Recusal” to the MOU:

## **XII. Conflict of Interest & Recusal**

- Member Status. Because LCCF is a CoC member and a potential administrative partner, LCCF shall recuse from discussion/vote on matters creating a reasonable appearance of advantage.
- Subaward Competitions. Where funds are to be re-granted, LCCF shall facilitate open, competitive processes approved by the LCCoC Board. LCCF may not submit as a competitor in competitions it administers.

5. Section V., “Indemnification” is hereby amended to state as follows:

## **V. Indemnification and Insurance**

- Indemnification. LCCF shall indemnify, defend, and hold harmless the County of Lake, LCBHS, the LCCoC, and their officers, employees, and agents from claims, liabilities, audit disallowances, or misuse of funds arising from LCCF’s performance.
- Insurance. LCCF shall maintain Commercial General Liability, Errors & Omissions, Directors & Officers, and Cyber/Data Liability coverage, naming County of Lake and LCCoC as additional insureds.
- Survival. Indemnification and audit duties survive termination or expiration of the MOU.

6. The following is hereby added as Section XIII., “Audit, Records, and Access” to the MOU:

### **XIII. Audit, Records, and Access**

- Records. LCCF shall maintain complete financial and program records for at least five (5) years after grant closeout.
  - Access. County/LCBHS, LCCoC, the funder, and auditors shall have timely access to records.
7. The following is hereby added as Section XIV., “Data Privacy & Compliance” to the MOU:

### **XIV. Data Privacy & Compliance**

Where grants implicate protected information, LCCF shall execute any required Business Associate Agreement and comply with HIPAA/42 CFR Part 2 and relevant privacy rules.

8. The following is hereby added as Section XV., “Procurement & Subrecipient Management” to the MOU:

### **XV. Procurement & Subrecipient Management**

- Procurement. When LCCF procures goods/services with grant funds, it shall follow the funder’s procurement standards (e.g., 2 CFR 200 for federal).
  - Subrecipient vs. Contractor. LCCF shall apply a subrecipient/contractor determination consistent with funder rules.
9. The following is hereby added as Section XVI., “Communications & Representation” to the MOU:

### **XVI. Communications & Representation**

LCCF may not represent that a concept is an LCCoC initiative unless the LCCoC Board takes action in open session.

10. The following is hereby added as Section XVII., “Financial Obligations” to the MOU:

### **XVII. No Financial Obligations” Clarification**

This MOU does not create any financial obligations between the parties except as established by an LCCoC-approved award/budget and any accompanying Admin/IDC Allocation Plan.”

**10) Term, Review, and Termination**

Upon termination, LCCF shall transfer all records, balances, and in-process applications to the LCCoC/County.

Except as specifically modified herein, all other terms and conditions of the original MOU shall remain in full force and effect.

This Amendment is effective upon execution by LCCF, LCCoC, and County of Lake Behavioral Health (Lead Agency).

**Lake County Community Foundation (LCCF)**

Signature: Annette L. Kamaloni  
Annette Kamaloni (Dec 8, 2025 09:57:44 PST)  
Executive Director

Date: 12/08/2025

**Lake County Continuum of Care (LCCoC)**

Signature: Bruno Sabatier  
Bruno Sabatier (Feb 12, 2026 15:03:33 PST)  
Chair, Lake County Continuum of Care

Date: 02/12/2026

**COUNTY OF LAKE**

\_\_\_\_\_  
CHAIR, Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

LLOYD GUINTIVANO  
County Counsel

By:  \_\_\_\_\_  
Digitally signed by Lloyd C. Guintivano  
DN: cn=Lloyd C. Guintivano, c=US,  
o=County of Lake, ou=Office of the County  
Counsel,  
email=Lloyd.Guintivano@lakecountyca.gov  
Date: 2025.11.14 09:14:08 -0800

Date: November 14, 2025

SUSAN PARKER  
Clerk to the Board of Supervisors

By: \_\_\_\_\_

Date: \_\_\_\_\_

# 25.26.95.1 Signed Amendment No.1 MOU\_LCCF\_LCCoC\_

Final Audit Report

2026-02-12

Created:	2025-11-14
By:	Sarah Miller (sarah.miller@lakecountyca.gov)
Status:	Signed
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## "25.26.95.1 Signed Amendment No.1 MOU\_LCCF\_LCCoC\_" History

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 Document e-signed by Bruno Sabatier (bruno.sabatier@lakecountyca.gov)

Signature Date: 2026-02-12 - 11:03:33 PM GMT - Time Source: server- IP address: 50.81.188.248

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