

Memorandum of Understanding (MOU)
Between
Lake County Community Foundation (LCCF)
and
County of Lake Food Policy Council (LAKE)

I. Purpose

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the Lake County Community Foundation (LCCF) and the County of Lake Food Policy Council to streamline the process of receiving and administering funds from private philanthropic sources and, as appropriate, State and Federal sources as well. LCCF will serve to apply, manage, and distribute funds to support LAKE's Food Policy Council Strategic Plan.

II. Parties

The parties to this MOU are:

1. **Lake County Community Foundation (LCCF):** A nonprofit organization dedicated to promoting the well-being and development of Lake County through philanthropy, collaboration, and community engagement.
2. **County of Lake Food Policy Council (LAKE):** A Board of Supervisor approved committee responsible for decreasing food insecurity, increasing food resiliency especially during emergencies, increasing local food production, developing agricultural opportunities and its workforce in Lake County, California.

III. Background

Lake County's agriculture has changed dramatically in the past decades, but it has not developed food resiliency nor developed a robust food production sector of the agricultural economy. By establishing this MOU, LCCF and LAKE will ensure that there is a pre-existing framework for applying, administering, and managing of funds that can help develop the actions approved within the County of Lake Food Policy Strategic Plan.

IV. Roles and Responsibilities

1. **Lake County Community Foundation (LCCF) Responsibilities:**
 - Serve as an approved philanthropic partner to administer charitable funds in response to LAKE's Strategic Plan.
 - Apply, manage and distribute grant funds, ensuring transparency, accountability, and alignment with LAKE's Strategic Plan.
 - Establish systems for accepting donations and distributing aid, particularly during declared local disasters.

- Provide monthly reports to LAKE on the acquisition of grant/donated funds for the purpose of LAKE's Strategic Plan.
- Work with LAKE to identify areas in need of immediate and long-term support of developing a more robust and resilient local food system.
- LCCF shall follow LAKE's procurement process for when to develop RFPs and how to process RFPs and obtain LAKE approval for submission

2. County of Lake Food Policy Council (LAKE) Responsibilities:

- Coordinate with LCCF to identify areas of need, priorities for funding, and ensure alignment with LAKE's Strategic Plan.
- Facilitate communication between LCCF and private donors as well as State/Federal agencies to streamline the flow of funding opportunities to LCCF.
- Provide necessary data and reports to LCCF for effective fund management and impact assessment.
- Ensure that LCCF is included in LAKE's revisions of its Strategic Plan.
- LAKE will provide to LCCF the procurement process instructions to follow when developing RFPs and how to process RFPs and obtain Lake approval for submissions.

3. LCCF & LAKE Responsibilities

- Work collaboratively on grants identified by LAKE
- LCCF shall participate in the Food Policy Council meetings
- Work collaboratively on panel reviewing proposals received through the RFP process
- LCCF will not receive direct payment/funds from LAKE unless explicitly authorized by a grant or subsequent agreement

V. Indemnification

Each party shall indemnify, defend, and hold harmless the other, its officers, employees, and agents, from and against any and all claims, losses, liabilities, damages, or costs (including reasonable attorneys' fees), arising out of the negligent or wrongful acts, errors, or omissions of the indemnifying party in the performance of this MOU.

VI. Term and Review

This MOU will be effective from the date of signature and will remain in effect until terminated by either party with 30 days' written notice. This MOU will be reviewed annually, in July, or as needed, to ensure it remains relevant and effective in response to evolving needs and regulatory requirements.

VII. Amendments

This MOU may be amended at any time by mutual written consent of both parties. Any amendments shall be in writing and signed by authorized representatives of both LCCF and the LAKE.

VIII. Termination

Either party may terminate this MOU with 30 days' written notice. Termination of the MOU does not absolve either party from fulfilling any outstanding obligations or commitments made prior to the termination date.

IX. Miscellaneous

1. This MOU represents the good faith intentions of both parties to collaborate on disaster recovery and philanthropic efforts.
2. No Financial Obligations: This MOU does not create any financial obligations between the parties beyond what is expressly stated within the terms of the agreement.
3. Compliance: Both parties agree to comply with all relevant laws, regulations, and guidelines in the execution of the terms outlined in this MOU.

X. Signatures

This MOU is executed by the undersigned, duly authorized representatives of the Lake County Community Foundation and the County of Lake Food Policy Council.

Lake County Community Foundation (LCCF)

Signature: _____

Name: _____

Title: _____

Date: _____

County of Lake Food Policy Council (LAKE)

Signature: _____

Name: _____

Title: _____

Date: _____