

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 17th 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

WHEREAS, the County, Clearlake, and Lakeport desire to establish a regional housing trust fund dedicated to the creation or preservation of affordable housing.

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 MOU have the same meaning as defined in the Administrative Guidelines, attached hereto as Attachment "A" and incorporated herein by reference.

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 LCRHTF.
2. Ensure compliance with all County regulations, public meeting requirements, and any processes related to the planning and timely delivery of funds to a proposed funding project.
3. Work with the Parties to provide all the information and documentation required for the timely 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*)

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5. Adopt Resolutions necessary to fulfill applicable funding requirements including, but not limited to: provisions for the expansion of affordable housing in Lake County.
6. Work with the Parties to establish LCRHTF funding priorities. (*See Administrative Guidelines*)
7. In coordination with the Parties, ensure compliance with all requirements under applicable grant guidelines and all other requirements specified in other potential funding sources identified by LCRHTF.

B. Clearlake shall undertake the following:

1. Work cooperatively with the County of Lake and Lakeport to establish the Lake County Regional Housing Trust Fund and carry out related activities.
2. Work with the Parties to provide all information and documentation required for timely completion of any applications for funding sources identified by the LCRHTF.
3. Ensure compliance with all applicable Clearlake 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 Clearlake.
6. Work with the Parties to establish LCRHTF funding priorities. (*See Administrative Guidelines*)
7. Work with the Parties to provide all information and documentation required to ensure compliance with all requirements under applicable grant guidelines and all other requirements specified in other potential funding sources identified by LCRHTF.

C. Lakeport shall undertake the following:

1. Work cooperatively with the County of Lake and Clearlake to establish the LCRHTF and carry out related activities.
2. Work with the Parties to provide all information and documentation required for timely completion of any applications for funding sources identified by the LCRHTF.

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3. Ensure compliance with all applicable Lakeport 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 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 Lakeport.
6. Work with the Parties to establish LCRHTF funding priorities.. (*See Administrative Guidelines*)
7. Work with the Parties to provide all information and documentation required to ensure compliance with all requirements under applicable grant guidelines, and all other requirements specified in other potential funding sources identified by LCRHTF.

D. Collectively, the Parties Agree:

1. Not less than quarterly, to 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 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.
2. 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 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.

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 its 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.

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2. Upon termination, the party terminating its participation shall gain control of its 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 Parties 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 Party's liability, and Clearlake and Lakeport 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 Clearlake or Lakeport, respectively, except such loss or damage which was caused by the sole negligence or willful misconduct of the County, its employees, agents or volunteers.

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

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of its operations pursuant to this MOU. 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: _____

by Carlos Torres

CARLOS TORRES
Dep. County Counsel

CITY OF CLEARLAKE

Mayor, City of Clearlake

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:
RYAN JONES
City of Clearlake, City Attorney

By: _____

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LAKE, CITY OF LAKEPORT, AND CITY OF CLEARLAKE AUTHORIZING
FORMATION OF THE LAKE COUNTY REGIONAL HOUSING TRUST FUND
(LCRHTF)**

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CITY OF LAKEPORT

Mayor, City of Lakeport

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:
DAVID RUDERMAN
City of Lakeport, City Attorney
