

**MEMORANDUM OF UNDERSTANDING  
AND FUNDING AGREEMENT**

Between  
County of Lake  
and

Rural Communities Housing Development Corporation (RCHDC)

**THIS MEMORANDUM OF UNDERSTANDING AND FUNDING AGREEMENT**, hereinafter referred to as “MOU” or “Agreement,” is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the County of Lake, a political subdivision of the State of California, through its Probation Department (hereinafter known as “County”), and Rural Communities Housing Development Corporation, a California nonprofit public benefit corporation (hereinafter known as “RCHDC”). Together all the above entities shall be referred to hereafter as the “Parties.”

**WHEREAS**, RCHDC proposes to develop and provide property management services for an affordable housing development (“Development”) consisting of one and two-bedroom units and an unrestricted three-bedroom property manager’s unit. The Supportive Housing Units will be dedicated to house 18 years or older justice-involved individuals that are eligible as a “Target Population” under the County of Lake RFP No. 24-20.

**WHEREAS**, total household income at the time of move-in for the Supportive Housing Units shall not exceed 30% of the Area Median Income (AMI) limit;

**WHEREAS**, the County administers \$5,000,000 in Community Corrections Partnership Funds (County Commitment) available through AB 109. In conjunction with the approval of this Agreement, the County Board of Supervisors authorizes the commitment of these funds for the proposed project. The County Commitment may be structured as a grant to RCHDC (to be utilized to make a loan to the project owner), a direct loan by the County to the project owner, or such other financing structure, as mutually determined by RCHDC and the County, as may be necessary for the financial feasibility of the project.

**WHEREAS**, RCHDC will utilize the County Commitment for the development of permanent supportive housing for justice-involved individuals. The supportive housing is required to be linked with supportive services. The services assist the Supportive Housing (SH) tenants to retain housing, improve their health, and increase their self-sufficiency. The County shall commit to providing supportive services to SH-eligible residents for 20 years;

**WHEREAS**, the County may request that any necessary updates to the supportive services plan or related documents, including fully executed written agreements between the County and RCHDC be provided prior to the beginning of the initial rent-up period or prior to the permanent loan closing.

**WHEREAS**, RCHDC will facilitate a public meeting(s) to encourage public input on the Project prior to applying for any building permits. The public meetings must be advertised in a manner that ensures meaningful public participation in the process.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **Section 1. Term**

This MOU shall become effective as of the Effective Date and shall continue through the term of the supportive services anticipated at fifteen years), unless terminated earlier (Section 8 of this MOU) or extended (Section 9 of this MOU), in whole or in part; provided, however, the Parties' obligations to commence services shall begin upon construction completion of the development.

### **Section 2. Intent**

The intention of this MOU is to outline the roles and responsibilities among the Parties and to coordinate their resources and efforts to provide permanent affordable housing to the SH Target Populations utilizing the supportive housing model. Supportive services are made available to SH eligible residents who may benefit from such services, to help them maintain stable housing and/or achieve improvements in health, wellness, recovery, employment, income, socialization and quality of life.

### **Section 3. Guiding Principles**

The Parties share the following principles that will guide the Parties under this MOU:

- All Parties shall work together, establish a foundation of trust and partnership, and provide seamless and high-quality services to each SH tenant, based on the SH tenant's individual needs.
- All Parties agree to provide permanent supportive housing that incorporates core components of Housing First (as defined in California Welfare and Institutions Code, Section 8255).
- All services shall be client-driven and coordinated with the needs and wishes of the SH tenant.
- On-site and off-site supportive services provided by the County will be available to SH tenants on a voluntary basis.
- Social Services Amenities provided by RCHDC, linked with the Low-Income Housing Tax Credit program, will be available to SH tenants on a voluntary basis.
- All Parties shall protect tenant privacy in the delivery of services.
- The supportive services shall include linkage to community services.
- The County shall organize and facilitate quarterly meetings with representatives from RCHDC to discuss emerging Development issues.
- The Parties agree to establish key objectives regarding housing stability, increased skills or income, and self-determination as a means of evaluating the program. The key objectives may be reviewed at quarterly meetings, and whenever possible, will be assessed periodically for appropriateness.

#### **Section 4. Scope of Services**

##### **A. Responsibilities of County: Lead Service Provider – Lake County Probation Department, or its designated agent.**

##### **1. SH Tenant Referral, Outreach, Screening, and Communication.** The County will:

- a. Access the NorCal Continuum of Care's ("NorCal CoC") Homeless Management Information System (HMIS) / Coordinated Entry Process (CEP) ("HMIS/CEP") Lake County community queue to refer the top three ranked eligible participants upon notification by Property Management about upcoming vacancies.
- b. The County will work with referring agencies to document applicant's status of eligibility as a Target Population under the County of Lake RFP No. 24-20. Documentation to occur before applicants are approved to move into a SH unit.
- c. Be responsible for monitoring the provisions of this MOU, including conducting quarterly administrative and programmatic collaborative meetings. These meetings will help to ensure that the Parties comply with this MOU, timely development of policies and procedures as issues emerge, and that units funded through the SH Housing Programs are being fully utilized.
- d. Ensure representatives from the County will participate in quarterly meetings with representatives of RCHDC, to discuss coordination of referrals, services, and vacancies. When needed, an RCHDC representative will attend meetings.
- e. Provide RCHDC with a list of County staff hours, schedules of when staff will be on-site, and ongoing supportive service events. Whenever possible, keep this list updated.

##### **2. Move-In and Ongoing Tenancy.** The County will:

- a. Arrange for the provision of supportive services for the term of this MOU.
- b. Explain to new SH tenants the roles and responsibilities of RCHDC and the County. Obtain written permission from tenants, through a County *"Authorization of Release of Information"* form, for RCHDC staff to contact the County should any behaviors occur that could place the tenants' housing in jeopardy (e.g., failure to pay tenant portion of rent or to follow terms and conditions of the lease or house rules).
- c. At move-in, meet with SH tenants to provide an orientation of voluntary services that are available on-site and off-site, and to provide information about other community resources.
- d. In collaboration with each SH tenant, conduct a "needs assessment," and develop a recovery-focused service plan. Services will be available both onsite and offsite. For a list of offsite services, refer to Attachment 1. Onsite supportive services may include, but are not limited to the following:
  - Enhanced Case Management;
  - Team Meetings;

- Supportive classes and training;
- AA/NA/or other substance abuse supportive services;
- Pre-Assessments for substance use and mental health needs;
- e. Conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed. Update SH tenant service plans at least annually.
- f. Provide 24/7 response for crisis intervention, when needed, using various programs implemented by the County.
- g. Coordinate and participate as needed, but no less than once a month, in case conferences with other members of the SH tenants' support team to discuss SH tenants' progress.
- h. Collaborate with RCHDC, weekly or as appropriate to ensure SH tenants obtain the support and services needed to maintain their housing.

**3. Lease Violation Intervention/Eviction Prevention.** The County will:

- a. Act as a liaison between RCHDC and the SH tenants to facilitate the communication of concerns that could jeopardize a SH tenant's residency.
- b. In collaboration with the SH tenants and RCHDC, establish plans to help SH tenants obtain appropriate support and services they need to maintain their housing in times of crisis.
- c. Whenever possible, notify RCHDC of any changes in the supportive services offered to SH tenants, and any changes and/or losses of funding that could affect availability of supportive services.

**B. Responsibilities of RCHDC.**

**1. Development, Construction, and Property Management Contract.** RCHDC will:

- a. Legally organize an affiliated single purpose entity to own and operate the Development.
- b. Have sole duties and responsibility for the successful development, operation, and management of the Development.
- c. Ensure the design and construction of the Development will meet ADA requirements for accessibility.
- d. Comply with prevailing wage laws regarding the payment of prevailing wages, if required by the County, or other lenders. In addition to any other indemnification provision of this MOU, RCHDC shall indemnify and hold County harmless from and defend County against any and all claims of liability for any failure by RCHDC arising in part or in whole from its agents, contractors, or employees' failure to pay prevailing wages for work on the Development or to comply with the duties proscribed by this section.
- e. On an annual basis, execute a management contract with a bonded and licensed property management agent. RCHDC shall ensure the property management

contract includes copies of the SH Regulatory Agreement(s) and are made a part of the management contract.

- f. RCHDC will secure a property management contract with the Development owner.
- g. Monitor and provide oversight of property management and ensure compliance with applicable local, State, and Federal statutes and regulations governing Fair Housing and tenants' rights.
- h. Provide a 30-day written notice to the County prior to change in property management. Any such change may need prior approval by the County, State Funding agencies, and other interested lenders. Please reference the SH Regulatory Agreements.

**2. Outreach, Application & Screening.** RCHDC will:

- a. Dedicate units funded through County Commitment ("Supportive Housing Units") for eligible SH tenants. The Supportive Housing Units will be integrated and randomly mixed with units that are not funded through County Commitment ("Non-Supportive Housing Units") within the apartment complex. One (1) three-bedroom unrestricted unit will be available for the on-site property manager.
- b. Develop Community Outreach and Marketing Plan for the Development. The Plan shall comply with applicable local, State, and Federal Fair Housing regulations and shall use the HMIS/CEP for Supportive Housing Units for tenant referrals. Develop an on-site wait list for non-supportive housing units, which includes procedures to administer the wait list, and ongoing maintenance of the wait list.
- c. Provide written notice to County if any SH eligible applicant that the County refers for tenancy in a Justice Involved Unit is denied tenancy.

**3. Ongoing Tenancy.** RCHDC will:

- a. Per provisions of the Low-Income Housing Tax Credit program, RCHDC will provide on-site social services (service amenities), for a minimum period of 15 years, that enhance the County's supportive services to residents. Social services may include, but are not limited, to the following:
  - Service Coordinator and/or other Services Specialist
  - Case Manager
  - Finance/Budgeting Classes
  - Income Tax Preparation
  - Adult Education Classes
  - Benefit/Entitlement Assistance
  - Health and Wellness Services
- b. Shall ensure RCHDC notifies County staff, and the local HMIS/CEP Committee when new units under construction are placed into service and/or

when vacancies occur in SH funded units.

- c. Develop and maintain a clear separation of responsibilities and duties between RCHDC and County.
- d. Establish policies and procedures for resolving conflicts between RCHDC and County when they cannot reach agreement on a course of action.
- e. Collaborate with County and RCHDC to help SH tenants resolve issues as they emerge. Whenever possible, have a representative attend quarterly administrative and programmatic meetings to ensure all Parties are in compliance with this MOU, and that SH units funded through the SH Housing Programs are being fully utilized.
- f. Provide regular training for on-site property management staff in advanced safety precautions, including first aid, crisis management, conflict de-escalation, and other skills.

**4. Communication and Reporting.** RCHDC will:

- a. Provide on-site office space for County and community service agencies to conduct individual and confidential meetings with SH tenants.
- b. Cooperate with the County to collect, manage, and submit data for the SH Program Annual Self-Certification forms, to demonstrate supportive service delivery and housing outcomes for program-eligible SH tenants.
- c. Comply with the necessary documentation and reporting requirements and guidelines as established by the County, State Funding Agencies, and other Development lenders.
- d. Submit an annual audit prepared by a certified public accountant in accordance with commonly accepted accounting standards.
- e. In consultation with the County, RCHDC to submit annual financial reports, annual operating budget, and an annual supportive services budget to State Funding Agencies and other Development lenders.

**C. Responsibilities of RCHDC as Property Manager.**

**1. Outreach, Application, and Screening.** RCHDC as Property Manager will:

- a. Ensure that the SH Regulatory Agreements are part of the property management contract.
- b. Implement the Community Outreach and Marketing Plans and oversee the use of the HMIS/CEP in connection with filling Supportive Housing Units with County referrals. All Plans and the use of HMIS/CEP shall comply with applicable local, State, and Federal Fair Housing regulations.
- c. Develop an on-site waiting list for Non-Supportive Housing Units and implement procedures to administer and maintain the waiting list.
- d. Create admission, eviction, and appeals policies that are consistent with requirements established by Fair Housing laws, Housing First model, and regulatory agreements with all funding sources. These policies must include

reasonable accommodations for the needs of the Target Population, particularly the needs of hard to serve individuals (e.g., individuals with histories of substance abuse, bad credit, behavior management issues and/or incarceration).

- e. Work with County to have supportive service applicants sign a County “*Authorization of Release of Information*” form to allow agencies to discuss their housing issues.
- f. Ensure that SH tenant total household income at the time of move-in shall not exceed 30% of the AMI limit.
- g. Ensure that Supportive Housing Units shall be restricted to no more than the 30% AMI Rent level or below as specified in the Development’s SH Regulatory Agreement(s), except, and in accordance with SH Guidelines, if at the time of recertification a tenant household’s income exceeds the 30% AMI income level and this increase is based solely on the current Supplemental Security Income/State Supplementary Payment (“SSI/SSP”) rate or cost-of-living adjustment, the household rent shall not exceed 30% of household income. These Over-Income Units shall continue to be designated as Supportive Housing Units.
- h. Collect and maintain documentation for SH tenant eligibility:
  - 1. Adults 18 years exiting the justice system.
  - 2. Incorporate local HMIS/CEP procedures in tenant selection process.
- i. RCHDC will not use the criminal history of a justice-involved individual in the application process for housing unless required by insurance or regulatory restrictions
- j. Refer to the County for enrollment in the local HMIS/CEP those applicants who apply directly to RCHDC and who seek Supportive Housing Units.
- k. Provide County and applicants with a copy of reasonable accommodation policies and forms.
- l. Be responsible for consistent application of tenant selection criteria in accordance with all applicable Fair Housing provisions and/or applicable Development funder(s) requirements, such as utilizing the Housing First model, when considering tenants for all Supportive Housing Units.
- m. Be responsible for recertification of household income for SH tenants.
- n. Be responsible for creation of and maintenance of a housing wait list for non-supportive housing units.

**2. Move-In Process.** RCHDC as Property Manager will:

- a. Ensure that each Justice Involved Unit has a lease signed by all adult members of the household and is occupied by at least one (1) SH eligible resident.
- b. Notify the County in writing of the day and time of move-in and, if the formal introduction to the County staff has not occurred prior to this time, facilitate introduction.
- c. Provide tenants and County with current copies of the lease and the community

rules.

- d. Provide an orientation of the lease and the community rules to new tenants to establish property management expectations in areas such as use of bathroom/kitchen, rent collection, maintenance requests, etc.
- e. Orient new tenants to emergency procedures.

**3. Ongoing Tenancy, Maintenance of Property, Safety, and Security.** RCHDC as Property Manager will:

- a. Maintain a system for identifying contact information for SH tenants' assigned case managers.
- b. Have the capacity to respond to tenants' requests for services within seventy-two (72) hours, contingent on the nature of the request. This shall include providing facility and maintenance support to areas used for any onsite service provisions that is equivalent to the level of maintenance provided to tenants, not to include janitorial services.
- c. Ensure that all onsite staff members are introduced to County staff and are aware of the roles and responsibilities of the County.
- d. Provide County with written policies and procedures for maintenance requests, including any forms that must be completed to request maintenance work.
- e. Maintain all common grounds of the Development. This includes outside and inside fixtures, walls and other such common areas that are not regarded as part of or under the control of the occupant's possession.
- f. Comply with all applicable licensing regulations.
- g. Immediately notify County, in writing, in the event of an SH tenant leaving the Development for any reason.
- h. Provide regular trainings for tenants and staff on basic safety and evacuation procedures and provide County copies of evacuation procedures, including COVID-19 safety and use of Personal Protective Equipment (PPE) as recommended or required by public health agency guidelines.
- i. Ensure that all onsite staff is trained on when to call emergency medical personnel, the police, and mobile crisis, and when to communicate with their supervisors and/or supportive service staff in the event of an emergency.
- j. Notify County and RCHDC immediately of any critical incidents at the Development that results in emergency services response or police action resulting in loss of life, serious bodily harm or major capital damage to buildings.
- k. Report to County any unusual or uncharacteristic tenant behavior in a timely manner but, in any event, not more than two (2) business day after the occurrence.

**4. Communication and Reports.** RCHDC as Property Manager will:

- a. Establish policies and procedures ensuring the tenants have access to RCHDC



for routine business during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and at any time for emergencies.

- b. Establish policies and procedures that provide access to a management representative twenty-four (24) hours per day, seven days a week, for emergencies.
- c. Collect, manage, and submit, in consultation with the County as necessary, data for the SH Annual Self-Certification, to demonstrate supportive service delivery and housing outcomes for eligible SH tenants.
- d. Collaborate with County to help supportive housing tenants resolve issues, as they emerge. Have a representative attend quarterly administrative and programmatic meetings to ensure all Parties are in compliance with this MOU, and that Supportive Housing Units are being fully utilized.
- e. Comply with all State Funding agency's permanent supportive housing rules, regulations, and reporting requirements for the entire term of this MOU.
- f. Notify the County and Development lenders, in writing, no fewer than thirty (30) days prior to any potential changes to the regular operations of the housing site, or any potential changes or losses of funding that could affect the operations of the housing site.

**D. General Responsibilities of All Parties.** The Parties will:

- 1. Participate in regular joint meetings coordinated by County, on at least a quarterly basis to discuss coordination of services, referrals, and vacancies.
- 2. Share with each other phone and contact directories of key staff to be involved with the Development within their respective organizations (e.g., property managers, maintenance staff, supervisors, case managers, emergency contact phone numbers, etc.). The directory shall include e-mail, fax, office and cell phones numbers where available and appropriate. Periodically update and/or confirm contact information with each agency.
- 3. Share written policies, procedures, and forms for filing complaints, grievances, and incident reports related to owners, managers, or services, including an overview of the reporting structure within each organization.
- 4. Respect tenant confidentiality and share information about specific tenants only when they have signed a County "*Authorization for Release of Information*" form. All Parties agree that their intake and consent documents will disclose to tenants in writing that they live in a supportive housing site in which County and RCHDC communicate confidential tenant information only when tenants have signed the above referenced authorization form. Will ensure separate files and staff are used for property management services and social services.
- 5. Conduct regular trainings for staff regarding maintaining client/tenant confidentiality, and include maintenance of client/tenant confidentiality as a work performance expectation for all appropriate job classifications.

6. Participate in regular joint meetings of management level staff coordinated by County. These meetings may occur at least two (2) times per year, with the annual schedule established in advance.
7. Participate in data collection requirements required by SH and other Development lenders, to include information specific to each (e.g., occupancy reports, and participation in services).

#### **Section 5. Compensation for Services**

An amount not to exceed \$5,000,000 in Community Corrections Partnership Funds available through AB 109 shall be provided by the County for the development of supportive housing for justice-involved individuals. County Commitment shall be made available to RCHDC (or the project owner) by the County upon RCHDC submittal of an invoice. Fees for services provided under the property management contract will be paid from operations of the Development to the property manager in accordance with the contract between the Development owner and RCHDC in its capacity as property manager.

#### **Section 6. Health Insurance Portability Act and Accountability Act HIPAA**

- A. All Parties included in this MOU are subject to all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the laws and regulations promulgated subsequent thereto. All Parties hereto agree to cooperate in accordance with the terms and intent of the MOU for implementation of relevant law(s) and/or regulation(s) promulgated under this law. All Parties further agree that they shall be in compliance, and shall remain in compliance with the requirements of HIPAA, and the laws and regulations promulgated subsequent hereto, as may be amended from time to time.

##### **All privacy complaints shall be referred to:**

*County of Lake Probation Department  
Attn: Chief Probation Officer  
201 S. Smith St  
Lakeport, California 95453  
Tel: 707-262-4285*

#### **Section 7. Financial Records**

- A. All Parties shall maintain financial, programmatic, statistical and other supporting records of its operation and financial activities in accordance with State and Federal requirements and this section. All records shall be open to inspection by, and may be audited by, the authorized representatives of County, and any State and/or Federal governing agencies. This provision shall survive the termination, expiration, or cancellation of this MOU.
- B. All financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided under this MOU shall be retained collectively by all Parties for a period of twenty-five (25) years, at a minimum. In the event of litigation, claim or audit, the records shall be retained until all litigation, claims and audit findings involving the records, have been fully resolved. The twenty-five (25) year period commences upon issuance of certificate of occupancy to RCHDC.

## **Section 8. Termination of this MOU**

Either County or RCHDC may terminate this MOU upon breach of this MOU by the other Party. A written notice of such breach must be given, and if the noticed Party fails to cure such breach to the reasonable satisfaction of the notifying Party within thirty (30) days of delivery of the notice of breach, or such extended period as is agreed necessary to cure the breach, such termination by the noticing Party shall be effective at the end of the cure period if no cure has been effected. In addition, the following occurrences will give County the right to terminate this MOU:

- A. A petition is filed for voluntary or involuntary bankruptcy by or on behalf of RCHDC, which petition not dismissed within sixty (60) days.
- B. If RCHDC makes a general assignment, or RCHDC's interests hereunder are assigned involuntarily or by operation of law, for the benefit of creditors.
- C. Abandonment of the Development by RCHDC.
- D. This MOU may be terminated by the County upon thirty (30) days written notice to RCHDC. In the event of non-appropriation of funds for the services provided under this MOU, County may terminate this MOU, without terminating charge or other liability. Upon termination, RCHDC shall be paid a prorated amount for the services provided up to the date of termination.

## **Section 9. Changes and Notices to MOU**

- A. This MOU may be amended by written mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the Parties hereto and any required third party consents have been obtained. The Chief Probation Officer is eligible to execute the necessary documentation to facilitate this transaction.
- B. All notices to be given by the Parties hereto shall be in writing, served by depositing same in the United States Post Office, postage prepaid, return receipt requested or by overnight delivery service such as Federal Express.

Notices to County shall be addressed as follows:

### **County of Lake Probation Department**

*Attn: Wendy Mondfrans, Chief Probation Officer*

*201 S. Smith St*

*Lakeport, California 95453*

*Tel: 707-262-4285*

Alternatively, to such other location as the County directs.

Notices to **RCHDC** shall be addressed as follows:

### **Rural Communities Housing Development Corporation (RCHDC)**

*Chief Executive Officer*

*499 Leslie Street*

*Ukiah, CA 95482*

*Tel: (707) 463-1975, ext. 112*

*Fax: (707) 463-2252*

Alternatively, to such other locations as RCHDC directs.

#### **Section 10. Miscellaneous Provisions**

- A. SEVERABILITY: If any provisions in the MOU are held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalid in any way.
- B. DELEGATION AND ASSIGNMENT: RCHDC shall not delegate its duties or assign its rights under this MOU, or both, either in whole or in part, without prior written consent of County, and any prohibited delegation or assignment shall be null and void; provided, however, no consent is required for RCHDC to assign its rights and duties as development sponsor and owner under this MOU to an affiliated single purpose entity whose purpose is to provide for the continued development, ownership, and operation of the Development. For the purposes of this MOU, "affiliated single purpose entity" means a limited partnership where RCHDC or an RCHDC-controlled entity is the general partner.
- C. ENTIRE AGREEMENT: This document and the documents referred to herein or exhibits hereto are the entire MOU between the Parties and they incorporate or supersede all prior written or oral Agreements or understandings.
- D. COMPLIANCE and NON-DISCRIMINATION: All Parties warrant and certify that, in the performance of the MOU, they shall comply with all applicable laws, rules, regulations and orders of the United States, the State of California, and the County of Lake, including the laws and regulations pertaining to labor, wages, hours and other conditions of employment. All Parties further warrant and certify that they shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of the MOU.

RCHDC shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.

RCHDC represents that RCHDC is in compliance with and agrees that RCHDC shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

- E. HOLD HARMLESS-INDEPENDENT PROJECT SPONSOR/DEVELOPER AND PROPERTY MANAGEMENT: It is understood and agreed by Parties that RCHDC is an independent contractor and that no relationship of employer-employee exists between the Parties hereto outside of what is explicitly declared and outlined in this MOU. RCHDC shall not be entitled to any benefits payable to employees of County, including County Workers' Compensation Benefits. County is not required to make any deductions from the compensation payable to RCHDC under the provisions of the MOU; and as an independent contractor, RCHDC hereby holds County harmless from any and all claims that may be made against County based upon any contention

by any third party that an employer-employees relationship exists by reason of this MOU.

- F. **CHILD SUPPORT COMPLIANCE PROGRAM:** RCHDC warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).
- G. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:** RCHDC officers, employees, and agents, and subcontractors performing the work or services required by this MOU, shall obtain and maintain in effect all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this MOU and constitutes grounds for the termination of this MOU by County.
- H. **CONFLICT OF INTEREST:** RCHDC officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this MOU.
- I. **SCOPE AND OWNERSHIP OF WORK:** All work provided by RCHDC shall be the sole property of the County. RCHDC shall have no proprietary interest in the programs or data they develop for the County or those programs or data developed during periods of time services are provided to the County. RCHDC understands that work performed in the described manner is accomplished for the benefit of the County and becomes the sole property of the County. RCHDC agrees that the products of this work, its "Intellectual Property" are by rights the sole possession of the County. Intellectual Property is defined as "The ownership of ideas and control over the tangible or virtual representation of those ideas, including but not limited to program names and phone numbers.
- J. **DISCLOSURE OF OWNERSHIP:**
  - 1. Pursuant to 42 C.F.R. § 455.104, all County contractors, subcontractors, network providers must disclose ownership information set forth in this Section 10.J.
  - 2. RCHDC shall submit updated disclosures to the County before entering into or renewing contracts, and within 35 days after any change in RCHDC ownership or upon request of the County.
    - a) Disclosures to be Provided:
      - i. The name and address of any person (individual or

corporation) with an ownership or control interest in RCHDC. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

- ii. Date of birth and Social Security Number (in the case of an individual);
- iii. Other tax identification number (in the case of a corporation with an ownership or control interest in RCHDC of 5 percent or more interest);
- iv. Whether the person (individual or corporation) with an ownership or control interest in RCHDC is related to another person with ownership or control interest in the same or any other contractor or provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which RCHDC has a 5 percent or more interest is related to another person with ownership or control interest in RCHDC as a spouse, parent, child, or sibling;
- v. The name of any other disclosing entity in which RCHDC or subcontractor has an ownership or control interest; and
- vi. The name, address, date of birth, and Social Security Number of any managing employee of RCHDC.

#### **Section 11. Insurance and Indemnification**

- A. RCHDC shall defend, indemnify, and hold County, its officers, agents and employees, free and harmless from any claim and/or liability whatsoever, including wrongful death, based or asserted upon any acts or omission of RCHDC, its agents, representatives, employees, and subcontractors, relating to or in any way connected with or arising from the performance of the work under this MOU by RCHDC, its agents, representatives, employees, and subcontractors.
- B. Without limiting RCHDC's indemnification of the County, RCHDC shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from, or be in connection with the performance of the work hereunder by RCHDC, RCHDC's agents, representatives, employees, and subcontractors. RCHDC shall maintain the insurance coverage, limits of coverage and other insurance, license, and permit requirements as described in the Requirements for Insurance, Indemnification, and Licenses and Permits for County contracts (Attachment 2), which by reference is incorporated hereto. Certificates evidencing the maintenance of RCHDC's insurance coverage shall be filed with County. Said certificates must be on file prior to services performed under this MOU.

#### **Section 12. Choice of Law; Jurisdiction and Venue**

This MOU is to be construed under the laws of the State of California. The Parties agree that

venue is proper in State and Federal courts having jurisdiction in the County of Lake, State of California.

**Section 13. Signatures**

All Parties mutually agree to fully and faithfully perform all applications set forth in this MOU.

All Parties agree to have their duly authorized signatories sign this MOU.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates set forth below, and each signatory represents that they have the authority to execute this agreement and to bind the party on whose behalf their execution is made.

**Rural Communities Housing Development Corporation**

By: 

7/15/2024

Date

Name: Ryan LaRue

Title: CEO

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

Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

License No.: [Not Applicable]

(Licensed in accordance with an act providing for the registration of contractors)

**County of Lake**

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

Chair

Date

Lake County Board of Supervisors

ATTEST:

Approved as to Form

\_\_\_\_\_  
Clerk, Board of Supervisors

  
Lloyd Guintivano

County Counsel

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

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)



Attachment 1  
County Supportive Services

**Classes Taught by Probation Staff at our Lower Lake Office**

- **MRT How to Escape Your Prison & Breaking the Chains of Trauma:** A systematic, cognitive-behavioral, treatment strategy designed to enhance self-image, promote growth of a positive, productive identity, and facilitate the development of higher stages of moral reasoning. All of these goals are ultimately demonstrated by more appropriate behavior on the part of the participants. This evidence-based program has shown through studies to significantly increase moral reasoning levels, enhance life purpose, facilitate increased social support, and gives participants more perceived control over their lives.
- **MRT Job Readiness:** The workbook helps with self-assessment, setting work goals and developing good work habits. The workbook also covers how to get and keep a job, and how and why people get promoted to enable ongoing success.
- **MRT Coping With Anger:** The workbook is designed to help clients recognize, overcome, and control anger.
- **MRT Parenting and Family Values:** The workbook is designed to help participants develop parenting skills and assess values related to family issues and relationships. Clients confront their parenting skills and habits, perform a clarification on their values regarding family, and establish appropriate discipline routines.
- **MRT Living In An Unpredictable World: Finding Yourself After Unexpected and Uncontrollable Events:** The workbook addresses many areas that individuals struggle with during the pandemic, and provides participants with tools and exercises to help them cope with our ever-changing world.
- **COURAGE TO CHANGE:** One on one, individualized study; Self Control, Social Values, Peer Relationships, Responsible Thinking, Substance Use, Families Ties, Skills for Successful Living, and Strategies for Success.
- **ACE OVERCOMES:** Groups on dealing with childhood trauma
- All classes above are also taught in the Jail (pre-release) on Fridays
- **NURTURING FAMILIES:** Families learn, in a group setting, about nurturing family skills and ways to encourage their children's success through good communication and life skills.
- **POSITIVE INDIAN PARENTING:** Parenting classes with a cultural focus

**Services available at Lower Lake Office**

- Enhanced Case Management
- PACT Meeting: Monthly meetings to provide information/services to individuals recently released from custody. Many providers attend so that access is in a one-stop shop.
- Pre-Assessments from LCBH for substance use and mental health
- BH counseling - substance use and mental health
- Career Point/Department of Rehabilitation
- Sign up for benefits from Social Services
- Free Tattoo Removal monthly

**Referrals Made to the Following**

- WRAPAROUND with Woodland College

- Lake County Tribal Health-medical, substance use, mental health
- Streets to Schools for Domestic Violence and Court Ordered Parenting
- SWIM – Mental health, substance use, case management
- Parenting for Latino families-Abriendo Puertas-Lake County Office of Education
- HOPE CENTER
- Xamitin Haven
- The Nest
- The Harbor
- Tule House
- Hilltop In patient
- Hilltop Sober Living
- Hilltop Outpatient
- LCBH Peer Support Centers
- Vet's Court
- Redwood Coast Regional Center
- Optimum Wellness-counseling
- Adventist Health-health, substance use, mental health
- Mendocino College
- Citizens 4 Caring Clearing-community service and job training
- Mendo Lake Alternative Services-community service
- Variety of Out of County In-patient rehabilitation
- AA/NA
- Build Program (NCO)
- Lake Family Resource Center

Attachment 2

LAKE COUNTY REQUIREMENTS FOR  
INSURANCE, INDEMNIFICATION, AND LICENSES AND PERMITS

A. **Insurance.** RCHDC agrees to maintain the following insurance coverage throughout the term of this MOU:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to RCHDC, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of RCHDC's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this MOU; and
  - v. RCHDC's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the RCHDC's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that RCHDC carries any excess insurance policy applicable to the work performed under this MOU, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's

own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

RCHDC shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. RCHDC shall require all subcontractors to comply with all indemnification and insurance requirements of this MOU, and RCHDC shall verify subcontractor's compliance.

**B. Licenses and Permits.** RCHDC represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for RCHDC to practice its profession and to perform its duties and obligations under this MOU. RCHDC represents and warrants to County that RCHDC shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for RCHDC or its principals to practice its professions and to perform its duties and obligations under this MOU; provided, however, in no event will RCHDC be required to perform any work requiring it to obtain professional licensure or certification it does not possess as of the Effective Date.