

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

I. Purpose

This Memorandum of Understanding (MOU) establishes a collaborative partnership between the Lake County Community Foundation (LCCF) and the County of Lake to streamline the process of receiving and administering disaster funds, particularly from private philanthropic sources and, as appropriate, State and Federal sources as well. LCCF will serve as the philanthropic partner to manage and distribute charitable funds to support recovery efforts, with a primary focus on wildfire relief and recovery.

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 (LAKE):** The governmental body responsible for public services, disaster response coordination, and the management of emergency funds in Lake County, California.

III. Background

Lake County has been particularly vulnerable to disasters, especially wildfires, which have repeatedly devastated the community and infrastructure. In the event of future disasters, efficient coordination between local government and nonprofit entities is critical for the timely and effective deployment of resources. By establishing this MOU, LCCF and the County of Lake will ensure that there is a pre-existing framework for the receipt and administration of disaster funds, as well as for supporting ongoing recovery and relief efforts.

IV. Roles and Responsibilities

1. **Lake County Community Foundation (LCCF) Responsibilities:**
 - Serve as an approved philanthropic partner to administer charitable funds in response to disaster events.
 - Manage and distribute recovery funds, ensuring transparency, accountability, and alignment with the community's needs.
 - Establish systems for accepting donations and distributing aid, particularly during declared local disasters.

- Provide quarterly reports to LAKE on the allocation and impact of distributed funds.
- Work with LAKE and other entities to identify areas in need of immediate and long-term relief and support.

2. County of Lake (LAKE) Responsibilities:

- Coordinate with LCCF to identify areas of need, priorities for funding, and ensure alignment with County disaster recovery plans.
- Facilitate communication between LCCF and private donors as well as State/Federal agencies to streamline the flow of disaster funds to LCCF.
 - This does not include disaster funds used to reimburse the services and programs provided by LAKE departments and/or staff.
 - Any State/Federal funding dedicated to LAKE may be utilized by LCCF with proper future agreements/MOU to ensure appropriate reporting, scope of service, liability limitations are described based on the funding criteria created by its source funder.
- Support LCCF's application for charitable foundations and State and Federal disaster recovery funds as an approved philanthropic partner.
- Provide necessary data and reports to LCCF for effective fund management and impact assessment.
- Ensure that LCCF is included in LAKE's disaster response and recovery planning to integrate philanthropic resources with public funding streams.

V. Disaster Fund Administration

1. In the event of a disaster, LCCF will coordinate with LAKE to receive disaster funds from charitable foundations and, as appropriate, State and Federal government agencies to support relief and recovery efforts.
2. LCCF will serve as a key entity for managing philanthropic donations related to disaster recovery, particularly for declared local disasters.
3. LCCF will establish a designated disaster relief fund for each significant disaster event and ensure that all donated funds are distributed according to the community's greatest needs and in collaboration with LAKE's disaster recovery framework.
4. LCCF will ensure compliance with all State and Federal regulations related to the receipt and disbursement of disaster funds.

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 community 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.

County of Lake (LAKE)

Lake County Community Foundation (LCCF)

Chair
Lake County Board of Supervisors
Date: _____

Annette Kamaloni
President/CFO/Executive Director
Date: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By:  _____

By: _____

Date: 09/20/2024 _____

Date: _____