

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LAKE AND HAMMERS FOR HOPE
IN SUPPORT OF THE LAKE COUNTY'S DISASTER RECOVERY

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the County of Lake (the "County") and Hammers for Hope ("H4H") on _____, 20__ to memorialize the understanding and agreement of the parties regarding their collaborative efforts to make the most effective use of CalHOME funds in the County's ongoing disaster recovery.

WHEREAS, the County is a political subdivision of the State of California and H4H is a 501(c)(3) nonprofit entity dedicated to assisting low and moderate income households in rebuilding their homes lost in the wildland fires that devastated the County in 2015 and 2016; and

WHEREAS, the County of Lake remains in a State of Emergency as a result of the widespread destruction of those wildland fires and disaster recovery is continuing and will be ongoing for some time; and

WHEREAS, a critical factor in the County's recovery, both economically and as a fully functioning community, is the return of County residents who have lost their homes as a result of the wildland fires; and

WHEREAS, the County was not eligible to apply and administer CalHOME funds made available by the California State Housing Community Development Department (HCD) for Lake County's recovery from disaster; and

WHEREAS, H4H was determined to be eligible and applied for and has received CalHOME funds in the amount of \$4,600,000 from HCD to assist low and moderate income households in the rebuilding of their homes which were lost in the wildland fires; and

WHEREAS, the County wishes to support and assist H4H in that endeavor because of its significance in improving, not only the health, safety, and welfare of the County's disaster victims, but of all residents of the County by making the County of Lake whole again.

NOW THEREFORE, the parties hereto agree as follows:

1. INITIAL TERM

The initial term of this MOU shall be from _____ until _____ unless earlier terminated and in accordance with Section 1.3 herein.

2. AUTOMATIC RENEWAL

Upon expiration of the Initial Term, this MOU shall be automatically renewed for successive one year terms, each commencing on the first day following the date on which the preceding initial term or renewal term shall have expired. Each party reserves the right to determine not to renew the MOU.

3. TERMINATION

Notwithstanding any other provision in this MOU, this MOU may be terminated on the first to occur of the following:

(a) Either Party may terminate this MOU, with or without cause and with or without providing reasons for termination, upon giving the other Party ninety (90) days' prior written notice.

(b) Either Party may terminate this MOU for breach upon giving the other Party thirty (30) days' prior written notice of intent to terminate and a description of the specific breach of the MOU. If the breaching Party has not cured the breach by the end of the 30 day notice period, this MOU shall terminate immediately at the expiration of the 30 day period.

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4. RESPONSIBILITIES OF THE COUNTY

4.1 County shall support and assist H4H in its administration of the CalHOME Grant for eligible Valley and Clayton fire survivors to improve the health, safety, and welfare of the County's disaster victims, and of all residents of the County by making the County of Lake whole again.

4.2 County shall convene a panel per the County's Consultant Selection Policy, to review proposals received in response to H4H's "Request for Proposals for Consultant Services to Provide Administration and Implementation for CalHOME Grant Funds", and shall make recommendation to H4H for its selection of consultant.

4.3 County acknowledges H4H is under no obligation to accept its recommendations provided during the RFP selection process.

5. RESPONSIBILITIES OF H4H

5.1 H4H shall receive County's recommendation for consultant and complete the final selection process.

5.2 H4H is under no obligation to accept County's recommendations provided during the RFP selection process.

6. INDEMNIFICATION

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

7. INSURANCE

Each Party shall maintain such policies of commercial liability and professional liability insurance as shall be necessary to insure it, its respective Boards, and its employees against any claim or claims for damages arising by reason of an act or omission in the performance of its respective obligations hereunder. Such policies shall be carried in amounts of not less than \$1,000,000 per occurrence. Each party shall further maintain worker's compensation and unemployment compensation policies for its employees.

8. PARTICIPATION IN SIMILAR ACTIVITIES

This instrument in no way restricts the COUNTY or H4H from participating in similar activities with other public or private agencies, organizations, and individuals.

9. MODIFICATION

This MOU may only be modified by a written amendment thereto, executed by both parties.

10. USE OF RESOURCES

The County and H4H will each handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

11. PRINCIPAL CONTACTS:

The principal contacts for this MOU are:

County of Lake
255 N. Forbes Street
Lakeport, CA. 95453
Attn:

H4H
P.O. Box 1612
Middletown, CA. 95461-1612
Attn:

12. ADDITIONAL PROVISIONS

This MOU shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This MOU supersedes all proposals,

oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this MOU.

County and H4H have executed this MOU on the day and year first written above.

COUNTY OF LAKE

H4H

Chair, Board of Supervisors

Rb Brown
Secretary, Board of Hammers for Hope
President

ATTEST:
Carol J. Huchingson
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

By: _____

By: Anita L. Grant