COUNTY OF LAKE
BOARD OF SUPERVISORS

Moke Simon, District 1
Bruno Sabatier, District 2
Eddie Crandell, District 3
Michael S. Green, District 4
Jessica Pyska, District 5

TUESDAY, MARCH 14, 2023
9:00 AM
AGENDA

Susan Parker,
County Administrative Officer
Anita L. Grant, County Counsel
Johanna DeLong, Asst. Clerk of the Board

GENERAL INFORMATION

The Board of Supervisors meets the first four Tuesdays of each month, at 9:00 a.m. at 255 North Forbes Street, Lakeport, California. The meeting room is wheelchair accessible. A request for a disability-related modification or accommodation necessary to participate in the Board of Supervisors meeting should be made in writing to the Clerk of the Board at least 48 hours prior to the meeting.

This agenda is divided into four sections:

CONSENT ITEMS - These items are expected to be routine and non-controversial. They will be acted upon by the Board at one time without discussion. Any Board member may request that any item be removed from the Consent Agenda for later discussion.

TIMED ITEMS - These items are noticed hearings, work sessions and items with a previously set time.

NON-TIMED ITEMS - These items include significant policy and administrative actions and are listed alphabetically by department. These non-timed items may be taken up at any unspecified time during the meeting.

CLOSED SESSION - Pursuant to applicable Government Codes, the Board may consider certain matters in Closed Session. The Board will reconvene into Open Session to take any action on a Closed Session item.

The Lake County Board of Supervisors meets concurrently as the Board of Directors of Lake County Air Quality Management District, Board of Directors of Lake County Watershed Protection District, Board of Directors of Kelseyville County Waterworks District #3, Board of Directors of Lake County Sanitation District, Lake County Housing Commission, Lake County Board of Equalization and Board of Directors of Lake County In-Home Supportive Services Public Authority.

Agendas of public meetings and supporting documents are available for public inspection in the Lake County Courthouse, Board of Supervisors Office, First Floor, Room 109, 255 North Forbes Street, Lakeport, California.

Any person may speak for three (3) minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, unless extended at the discretion of the Board. This rule does not apply to public hearings.

AGENDA AVAILABLE ONLINE AT www.co.lake.ca.us

Due to the COVID-19 crisis, meetings of the Lake County Board of Supervisors will be available for participation virtually via Zoom. Live video of all Board of Supervisors meetings is broadcast online, at: https://countyoflake.legistar.com/Calendar.aspx

To participate in real time, please join the Zoom Meeting, by clicking the link below at 9am:
Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://lakecounty.zoom.us/j/96379252573?pwd=Wk1VZ3dZNERHbXEzU2YzMm5WL2t0QT09
Passcode: 161535
Or One tap mobile:
+16699006833,,96379252573#,,,,*161535# US (San Jose)
+16694449171,,96379252573#,,,,*161535# US
Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 669 444 9171 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592
Webinar ID: 963 7925 2573
Passcode: 161535
International numbers available: https://lakecounty.zoom.us/u/abkXOXTCs
Or an H.323/SIP room system:
H.323: 162.255.37.11 (US West) or 162.255.36.11 (US East)
Webinar ID: 963 7925 2573
Passcode: 161535
SIP: 96379252573@zoomcrc.com
Passcode: 161535

To submit a written comment on any agenda item please visit: https://countyoflake.legistar.com/Calendar.aspx and click on the eComment feature linked to the meeting date. If a comment is submitted after the meeting begins, it may not be read during the meeting but will become a part of the record.

Thank you for your interest in this meeting.

1. Call to Order

2. Moment of Silence

3. Pledge of Allegiance

4. Consideration of Extra Items Not Appearing on the Posted Agenda

4.1 EXTRA ITEM - (a) Consideration of "extra" agenda item; and (b) Consideration of Resolution Authorizing the Application for the Permanent Local Housing Allocation (PLHA) Program for the Collier Avenue Apartment Project

Sponsors: Behavioral Health Services

Memo: 23-289

Attachments: RESOLUTION_PLHA Program_Ver 2

4.2 EXTRA ITEM – (a) Consideration of an Extra Agenda Item; (b) Consideration of the AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins Project as a Community Project Funding Priority; (c) Consideration of a Resolution Affirming the AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins Project as among Lake County's Highest Community Project Funding Priorities

Sponsors: Water Resources

Memo: 23-290

Attachments: Extra Item Resolution - Community Project Funding Request for Airborne Electr

BRC Proposal-AEM_WF

5. Approval of the Consent Agenda

5.1 Adopt Proclamation Commending Operation Tango Mike for 20 Years of Support for Military Personnel and Their Families

Sponsors: BOARD OF SUPERVISORS

Memo: 23-264

Attachments: Operation Tango Mike 2023

5.2 Adopt Proclamation Designating the Month of March 2023 as March for Meals Month

Sponsors: BOARD OF SUPERVISORS

Memo: 23-267

Attachments: March of Meals 2023

5.3 Adopt Proclamation Commending Director of Behavioral Health Todd Metcalf For His 11 Years of Service to Lake County

Sponsors: Sabatier

Memo: 23-271

Attachments: proclamation - Todd Metcalf

5.4 Adopt Proclamation Designating the Month of March 2023 as Women's History Month in Lake County

Sponsors: Pyska

Memo: 23-272

Attachments: Proclamation_Womens History Month

5.5 Adopt Proclamation Designating March 8, 2023 as International Women's Day in Lake County

Sponsors: Pyska

Memo: 23-274

Attachments: Proclamation_International Womens Day

5.6 Adopt Proclamation Recognizing March 12-18, 2023 as All AmeriCorps Week

Sponsors: Pyska

Memo: 23-281

Attachments: All AC Week Proclamation

5.7 Approve Letter of Support for The Tree Mortality Mitigation and Public Safety in Lake County - 22-WP-LNU 47229043

Sponsors: Administrative Office

Memo: 23-256

Attachments: LOS LCRCD 22-WP-LNU-47229043, 031423

5.8 Adopt Resolution Pertaining to Tax Revenue Exchange for Annexation to CSA #20 - Soda Bay Water (Annexation - LAFCo Project #2022-0001)

Sponsors: Administrative Office

Memo: 23-261

Attachments: Resolution_LAFCO CSA 20_03142023

5.9 Approve Agreement between County of Lake and Santa Rosa Behavioral Healthcare Hospital for Acute Inpatient Psychiatric Hospital Services and Professional Services Associated with Acute Inpatient Psychiatric Hospitalizations in the amount of $50,000 for Fiscal Year 2022-23 and Authorize the Board Chair to Sign.

Sponsors: Behavioral Health Services

Memo: 23-227

Attachments: 22.23.81 Aurora Behavioral Health FY 2022-23

BHIN22-041-Negotiated-Rates-FY-2022-23

5.10 Approve Board of Supervisors Minutes January 10, 2023

Sponsors: Clerk of the Board

Memo: 23-249

Attachments: BOSMinutes01102023

5.11 (a) Approve Purchase of Vehicle Equipment from Precision Wireless in an amount not to exceed $175,000 from the Sheriff/Coroner budget 2201 Object Code 28.30; and (b) Authorize the Sheriff/Coroner or his Designee to issue a Purchase Order

Sponsors: Sheriff

Memo: 22-1241

Attachments: equipment quotes 2022b bid award

precision suv k9_20230307122936

lehr suv k9_20230307122914

precision tahoe_20230307122833

lehr tahoe_20230307122809

5.12 (a) Approve Mortuary Services agreement between the County of Lake and Chapel of the Lakes Mortuary, and authorize the Chair to sign; (b) Approve the first amendment to Facility Agreement for Autopsy Services between the County of Lake and Chapel of the Lakes Mortuary to be effective February 1, 2023, and authorize the Chair to sign; (c) Approve the first amendment to Mortuary Services Agreement between the County of Lake and Jones Mortuary, to be effective February 1, 2023, and authorize the Chair to sign; (d) Approve the first amendment to Mortuary Services Agreement between the County of Lake and Jones and Lewis Mortuary, to be effective February 1, 2023, and authorize the Chair to sign

Sponsors: Sheriff

Memo: 23-255

Attachments: Chapel Agreement_20230223091535

Chapel Facilities 11-28-17

Chapel Autopsy Amendment 2023

Agree_JonesMortuary_SO

Jones Amendment_20230223091719

Agree_JonesLewisMortuary_SO

Jones and Lewis Amendmen_20230223091804

6. Timed Items

6.1 9:06 A.M. - Public Input

6.2 9:07 A.M. - Presentation of Proclamation Commending Operation Tango Mike for 20 Years of Support for Military Personnel and Their Families

Sponsors: BOARD OF SUPERVISORS

Memo: 23-265

Attachments: Operation Tango Mike 2023

6.3 9:08 A.M. - Presentation of Proclamation Designating the Month of March 2023 as March for Meals Month

Sponsors: BOARD OF SUPERVISORS

Memo: 23-268

Attachments: March of Meals 2023

6.4 9:09 A.M. - Presentation of Proclamation Designating the Month of March 2023 as Women's History Month in Lake County

Sponsors: BOARD OF SUPERVISORS

Memo: 23-273

Attachments: Proclamation_Womens History Month

6.5 9:10 A.M. - Presentation of Proclamation Designating March 8, 2023 as International Women's Day in Lake County

Sponsors: BOARD OF SUPERVISORS

Memo: 23-275

Attachments: Proclamation_International Womens Day

6.6 9:11 A.M. - Presentation of Proclamation Commending Director of Behavioral Health Todd Metcalf For His 11 Years of Service to Lake County

Sponsors: BOARD OF SUPERVISORS

Memo: 23-276

Attachments: proclamation - Todd Metcalf

6.7 9:12 A.M. - Proclamation Recognizing March 12-18, 2023 as All AmeriCorps Week

Sponsors: Pyska

Memo: 23-282

Attachments: All AC Week Proclamation

6.8 9:15 A.M. - ERRATUM - (a) Consideration of Priorities for FY 2024 Community Project Funding; (b) Consideration of Resolutions Confirming Lake County's Highest Priority Projects for submittal for FY 2024 Community Project Funding, including (1) Big Valley Fish Habitat Improvement and Groundwater Recharge Project, (2) Pre-Development Support for a Recreation Center and Aquatic/Community Swim Center, and (3) Regional Navigation Center Pre-Development Support

Sponsors: Administrative Office

Memo: 23-278

Attachments: Resolution - Big Valley Fish Habitat Improvement and Groundwater Recharge F

Resolution - Pre-Development Support for a Recreation Center and an Aquatic-

Resolution - Regional Navigation Center Pre-Development Support Project

Thompson - 2023_03_01 Appropriations Solicitation Letter (CA04)

ERR03142023

6.9 10:15 A.M. - Consideration of Update on the Parks, Recreation, and Trails Master Plan

Sponsors: Public Services

Memo: 23-229

6.10 10:45 A.M. - Consideration of a Joint Powers Agreement to form the Lake County Recreation Agency

Sponsors: Public Services

Memo: 23-236

Attachments: Lake County Recreation Agency JPA Agreement

Lake County Recreation Agency Resolution

7. Non-Timed Items

7.1 Supervisors' weekly calendar, travel and reports

7.2 Consideration and Discussion of Rescinding Resolution No. 2020-22, Approve Continuation of a Local Health Emergency Related to the 2019 Coronavirus (COVID-19) as Proclaimed by the Lake County Public Health Officer

Sponsors: Administrative Office

Memo: 23-277

Attachments: PHO Letter

Reso2020-22_Health

7.3 Discussion and Consideration of Potential Funding Source for Mike Marsh EMS Consulting in The Amount of $20,000 For Emergency Ambulance Strike Team Support Through Regional Disaster Management Services Association (Resource Order Request) to Decompress Two Overwhelmed Hospitals During Emergency Proclamation (Winter Storm)

Sponsors: Administrative Office

Memo: 23-269

Attachments: Marsh Contract Letter 3-13-23

7.4 Consideration of Contract Change Order No. 1 for the Hill Road Correctional Facility Standby Generator Project, Bid No. 22-08

Sponsors: Public Services

Memo: 23-266

Attachments: CCO-1 G.D. Nielson - Jail Generator

Updated Change Order, 3-14-23

7.5 (Sitting as the Board of Directors of the Lake County Watershed Protection District) Consideration of the Purchase Agreement with Eric Seely for Property within the Middle Creek Flood Damage Reduction and Ecosystem Restoration project in the amount of $1,206,900.00 and authorize the Chair of the Board of Directors to sign the Agreement

Sponsors: Water Resources

Memo: 23-245

Attachments: Seely

8. Closed Session

8.1 Public Employee Appointment Pursuant to Gov. Code Section 54957(b)(1):

Interviews for Interim Behavioral Health Director
Appointment of Interim Behavioral Health Director

Memo: 23-270

8.2 Public Employee Appointment Pursuant to Gov. Code Section 54957(b)(1):

Interviews for County Counsel
Appointment of County Counsel

Memo: 23-279

8.3 Conference with Legal Counsel: Existing Litigation pursuant to Gov. Code section 54956.9 (d)(1) - City of Clearlake v. Testate and Intestate Successors of Bailey Lumber Co, et al.

Memo: 23-280

8.4 Public Employee Evaluation:
Title: County Librarian

Memo: 23-259

8.5 Public Employee Evaluation:
Title: County Counsel

Memo: 23-260

9. Adjournment

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

Item#:4.1

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Behavioral Health Director, Todd Metcalf**

Subject: **EXTRA ITEM: (a) Consideration of "extra" agenda item, and (b) Consideration of Resolution Authorizing the Application for the Permanent Local Housing Allocation (PLHA) Program for the Collier Avenue Apartment Project**

Executive Summary:
On June 28, 2022 a Resolution Authorizing the Application for the Permanent Local Housing Allocation (PLHA) Program for the Collier Avenue Apartment Project was approved by the Board. The California Department of Housing and Community Development (HCD) has provided guidance that this Resolution needs to be changed to include all five years of PLHA funding. The original Resolution only spoke to the first two years of funding for the Collier Avenue Project. The Resolution does not need to identify what project(s) will be associated with remaining funds, only reference the remaining funds.

Background

In 2017, after many years of advocacy by California's affordable housing proponents, the state's legislature established a permanent source of funding intended to increase the affordable housing stock in California. Revenue is collected from a fee assessed recorded real estate transactions. Effective in 2019, the California Department of Housing and Community Development (HCD) is directed to use 70 percent of collected revenue to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities. This program is now named the Permanent Local Housing Allocation (PLHA) program.

Funding Allocations

The first Notice of Funding Availability (NOFA) for the PLHA program was released by HCD in 2020, with a second NOFA release in 2021. A third NOFA is anticipated in June 2022. These NOFAs provided a formula-based noncompetitive allocation for each California local government, to be accessed over a five-year period through a formal application process with certain threshold

requirements listed in the attached draft Housing Plan. Local governments may transfer some or all of their allocations to other local governments of a local or regional housing trust fund, also to be used for an eligible purpose. Additional funding is available through a competitive application.

Lake County's noncompetitive, or formula, PLHA allocations authorized through the respective Notice of Funding Availability were $241,741 for 2019-2020 Year One and $360,728 for 2020/2021 Year Two. The current estimate for the total five-year formula commitment is $1,450,450.

Local governments must also, in general, submit a formal application to utilize its first three years of noncompetitive funding allocations prior to December 31, 2022. Otherwise the Year One 2020 allocation will be lost. The same can happen with Year Two funding if the local government does not submit a complete application requesting that allocation by the end of calendar year 2023.

Eligible Activities

PHLA funds may be utilized for a variety of programs or projects benefitting Lake County low-income households. Rental and homeownership, new construction and rehabilitation, emergency shelters and services, are among the allowed uses. Details on these eligible activities are provided in the attached draft Five-Year Plan.

Housing Plan Requirements

The Board of Supervisors must adopt a Five-Year Plan, after consideration of any public comments received at a regular meeting, for use of any PHLA funds either obtained through formula allocation or accessed by competitive applications, The Plan must include the following information (detailed within the Plan):

1. How funds will be allocated and used for eligible activities.
2. How the county will prioritize increasing housing for households with incomes at or below 60 percent of Area Median Income.
3. A description of how the Plan is consistent with the programs set forth in the County's adopted Housing Element.
4. A Board of Supervisors resolution stating the Plan was adopted after public review and comment.

Selected Collier Avenue Project

The Board of Supervisors in August 2019, after soliciting public comment, adopted its No Place Like Home Housing Plan which prioritized several urgent affordable housing needs. Subsequently the county submitted to HCD in early 2022 a noncompetitive allocation application and a competitive funding application, respectively, for a long-planned permanent supportive multifamily housing project for the chronically homeless mentally ill.

The NPLH funding was committed to the proposed Collier Avenue housing project, as it is currently known, after release of a formal Request for Proposals in accordance with the county's adopted procurement policy and the NPLH requirements. The Rural Communities Housing Development

Corporation (RCHDC), a Mendocino County-based nonprofit affordable housing developer and management company with a long history in Lake County, was the sole responding entity. RCHDC proposed the development of a multifamily housing project on a site is had acquired from the county many years before for a different project that, for several reasons, never broke ground.

This Five-Year Plan builds on that adopted No Place Like Home Housing Plan and its stated objective of developing and supporting that permanent supportive multifamily housing project for the chronically homeless mentally ill residents of Lake County. The attached Permanent Local Housing Allocation Five-Year Housing Plan addresses both the currently available $602,469 funding (also to be committed by BOS resolution to the RCHDC Collier Avenue project as discussed) as well as the anticipated $847,981 funding remaining for Years Three, Four and Five.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☒ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☒ Economic Development	☐ Infrastructure	☐ County Workforce
☒ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action:

(a) I request that the Board take action by motion to accept this item for consideration as an "extra" agenda item.
(b) Offer the resolution.

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA
RESOLUTION No._____

RESOLUTION OF THE LAKE COUNTY BOARD OF SUPERVISORS AUTHORIZING THE APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

Project: Collier Avenue Apartments

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program; and

WHEREAS, the Department is authorized to provide up to $335 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, the County of Lake is an eligible Local government who has applied for program funds to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients.

NOW, THEREFORE, BE IT RESOLVED, that the Lake County Board of Supervisors, in Lake County California, does hereby determine and declare as follows:

SECTION 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

SECTION 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA of $1,450,450.00 total, in accordance with all applicable rules and laws.

SECTION 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

SECTION 4. Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.

SECTION 5. Applicant certifies that it has or will subgrant its PLHA funds in the amount of $602,469.00 to the Rural Communities Housing Development Corporation (RCHDC), an eligible nonprofit housing developer and manager, pursuant to Guidelines Section 302(c)(3) and 300(d),and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

SECTION 6. Applicant certifies that its selection process of this subgrantee was accessible to the public and avoided or shall avoid any conflicts of interest.

SECTION 7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended for the development of the Collier Avenue multifamily housing project, an eligible activity consistent with all program requirements.

SECTION 8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

SECTION 9. Applicant certifies that the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

SECTION 10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

SECTION 11. The Chair of the Lake County Board of Supervisors, or their designee, is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents determined by the Department to be necessary to effectuate the goals of the Program and the purpose of the PLHA grant awarded to Applicant.

THIS RESOLUTION was passed and adopted by the Board of Supervisors of the County of Lake at a regular meeting thereof on the ___ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

COUNTY OF LAKE

By:_____

_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

_____
Anita L. Grant, County Counsel

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

Item#:4.2

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Scott De Leon, Water Resources Director**

Subject: **EXTRA ITEM: (a) Consideration of "extra" agenda item, and (b) Consideration of the AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins Project as a Community Project Funding Priority; (c) Consideration of a Resolution Affirming the AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins Project as among Lake County's Highest Community Project Funding Priorities**

Executive Summary:
EXTRA ITEM RATIONALE: This item is being submitted as an "Extra" agenda item. The justification for this request to consider an item not on the posted agenda is as follows: Friday afternoon, March 10, the County was contacted by staff from Congressman Thompson's office, advising a Community Project Funding Request had been submitted on behalf of a Blue Ribbon Committee Subcommittee. County staff from the Water Resources Department participate in this subcommittee on behalf of the Watershed Protection District. The Blue Ribbon Committee for the Rehabilitation of Clear Lake voted to approve this project for funding during 2022. All Community Project Funding Requests must be fully submitted by March 19, 2023, prior to your next (March 21) meeting. Therefore, this item cannot wait for your Board's next regular meeting.

ITEM SUMMARY: Past, present, and future drought in California tests the resiliency of communities and emphasizes the need for resource planning to deal with the uncertain future. Not only have our native fish species began to dwindle as there is insufficient water to support their spawning runs, but Clear Lake which provides 60% of the County's drinking water faces record low levels requiring water purveyors to extend their intakes farther into the lake. In 2021 and 2022, California Department of Water Resources (CADWR) funded and conducted AEM flights across all of California's medium and above priority groundwater basins (including Big Valley) to help learn and safeguard quite possibly the most valuable natural resource on earth, water. This project aims to utilize the same technology CADWR applied to study other at-risk groundwater basins of Lake County to ensure sustainable growth and prepare for the uncertain climatic future for the entire Lake County community.

Staff requests your Board, sitting as the Board of the Lake County Watershed Protection District,

affirm this project, with an estimated cost of $300,000, as among your highest Community Project Funding priorities.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☒ Well-being of Residents	☒ Public Safety	☒ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action:

(a) By Motion, accept this item for consideration as an "Extra" Agenda Item.
(b) Discussion only.
(c) Adopt the Resolution.

BOARD OF DIRECTORS, WATERSHED PROTECTION DISTRICT, COUNTY OF LAKE, STATE OF CALIFORNIA RESOLUTION NO. 2023-_____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMIT THE AEM (AIRBORNE ELECTROMAGNETIC) SURVEY OF LAKE COUNTY'S GROUNDWATER BASINS PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, on March 1, 2023, the U.S. Congress, House Committee on Appropriations announced it will accept Congressional Member requests for Community Project Funding in appropriation bills for the upcoming fiscal year (FY2024); and

WHEREAS, U.S. Congress, House Committee on Appropriations will accept a maximum of 15 Community Project Funding recommendations from each Member of Congress that improve communities, enhance safety, create jobs and improve quality of life; and

WHERES, the Honorable Congressman Mike Thompson asked that local governments and eligible non-profits submit their highest priority projects that fulfill the intent of this opportunity; and

WHEREAS, in recent years, Lake County projects approved for funding by the Appropriations Subcommittee have demonstrated both significant public benefit and broad support; and

WHEREAS, the California Department of Water Resources (CADWR) already funded AEM flights across all California's medium and above priority groundwater basins (including Big Valley) to help learn and safeguard groundwater; and

WHEREAS, a critical component to the rehabilitation of Clear Lake is strategically planning drinking water extraction to best to serve the community. Understanding the County's groundwater resources could potentially lower utility bills, decrease reliance on Clear Lake, and prepare for future drinking water mandates; and

WHEREAS, the AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins Project meets the intent of Community Project Funding, and has been approved by the Blue Ribbon Committee for the Rehabilitation of Clear Lake during 2022.

NOW THEREFORE, the Board of Supervisors hereby resolves as follows:

1. The above recitals are true and correct.

2. The Lake County Board of Supervisors has reviewed and approves the submission of the AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins Project to U.S. Congressman Mike Thompson for consideration of Community Project Funding, for an amount not to exceed $300,000 to the relevant Appropriations Subcommittee.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Supervisors of the County of Lake, State of California, acting as the Board of Directors of the Lake County Watershed Protection District at a regular meeting thereof on March 14, 2023 by the following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

COUNTY OF LAKE

_____
CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk of the
Board of Supervisors

By: _____
_____

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

Clear Lake Blue Ribbon Committee
Technical Sub-Committee Proposed Project General Funds / Prop 68
May 4, 2022

Project Title:
AEM (Airborne Electromagnetic) Survey of Lake County's Groundwater Basins
Agency Sponsor:
County of Lake Watershed Protection District
Project Contact:
William Fox, Water Resources Program Coordinator, Watershed Protection District, William.Fox@lakecountyca.gov, (707)263-2344

Project Description:
Past, present, and future drought in California tests the resiliency of communities and emphasizes the need for resource planning to deal with the uncertain future. Not only have our native fish species began to dwindle as there is insufficient water to support their spawning runs, but Clear Lake which provides 60% of the County's drinking water faces record low levels requiring water purveyors to extend their intakes farther into the lake. The California Department of Water Resources (CADWR) already funded AEM flights across all California's medium and above priority groundwater basins (including Big Valley) to help learn and safeguard quite possibly the most valuable natural resource on earth, water. This project aims to utilize the same technology CADWR applied to study other at-risk groundwater basins of Lake County (Figure 3) to ensure sustainable growth and prepare for the uncertain climatic future.

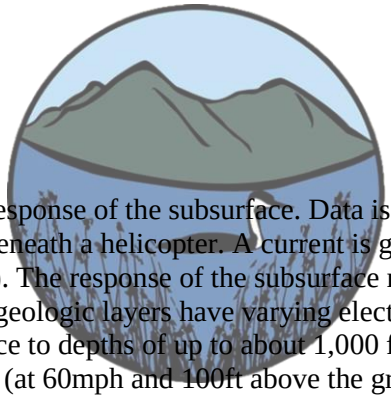
Project Goal:
The purpose of this project is to develop a white paper / report discussing groundwater issues and trends across the various groundwater basins in Lake County.

Other deliverables include: Developing a list of data gaps and steps to address data gaps, increased understanding of groundwater storage and resilience, support for planning of future groundwater extraction and municipal well planning, an improved mapping of the distribution of the aquifer system and aquitards, a better spatial understanding of the potential lithologic connectivity between the aquifers, creeks, and Clear Lake, and assessing future concerns to inform decision-makers (Planning Dept, Environmental Health for well permitting, water purveyors, local ordinance changes for groundwater management).

AEM technology can enhance our understanding of surface water – groundwater interactions to help determine if groundwater pumping is lowering stream levels and, therefore contributing to the decline of the State listed threatened species of fish, the Clear Lake Hitch and other groundwater dependent species.

Additionally, geologic information will increase our competitiveness when applying for future grant funds relating to water resiliency projects, as the planning and evaluation of water supply will already be completed by conducting these AEM surveys.

Finally, this data will also greatly enhance our planning process and improve government efficiency and effectiveness if CADWR requires groundwater sustainability plans from lower priority basins in the future.



Methodology:
AEM measures the electromagnetic response of the subsurface. Data is collected using geophysical instruments on a hoop that is towed beneath a helicopter. A current is generated in the hoop, which sends a signal into the subsurface (Figure 1). The response of the subsurface materials is measured in a receiver mounted on the helicopter. Different geologic layers have varying electrical resistivity responses. The AEM method can image the subsurface to depths of up to about 1,000 feet, depending on the electrical properties of the subsurface materials (at 60mph and 100ft above the ground) (Figure 2).
An important part of the planning phase is the evaluation of the expected outcome. This is done by looking into borehole information and geophysical wireline logs to ground truth collected information. Availability of this type of information makes it possible to predict the most likely geological setting and how it will be recorded by the AEM system. Expected depth of investigation is determined as is vertical resolution. In the planning phase the flight lines are designed to minimize the number of lines too close to powerlines and other noise sources that could affect data quality. Areas where AEM technology is not possible to be flown (urban areas, metal interference, and livestock) will be interpreted using well logs (also shown on Figure 2) and possibly TEM (Towed Electromagnetic).

Previous AEM Efforts:
In the previous CADWR flight, some logistical issues resulted in flights not being conducted over the Scotts Valley Basin. These issues resulted from inadequate planning due to the survey being conducted by CADWR across all of California. These logistical issues will be avoided with the extended timeline / local control, allowing for proper public outreach, land use confirmation, tailored flights for Lake County, and pilot planning. The other advantage to flying independent to the CADWR AEM flight is that the community can decide other interest areas outside the CADWR delineated groundwater basins and have denser flight lines to increase data accumulation. Local control of survey planning as opposed to the statewide conducted surveys really gives the power back to the community to sustainably plan for their futures. For example, basins already managing their groundwater sustainably could submit an alternative to the groundwater sustainability plans all medium and above priority basins were required to complete and submit to CADWR. Without knowing much about our groundwater basins, it is impossible to justify whether or not they are at risk. Thus, we currently do not have enough information to justify an alternative if lower priority basins are later required to comply with future SGMA (Sustainable Groundwater Management Act) amendments.

Rehabilitating Clear Lake:
Seventeen drinking water systems draw raw water from Clear Lake to provide over 60% of the County's drinking water needs. To date, it is the only drinking water reservoir in California with toxin-producing freshwater cyanobacterial harmful algal blooms (FCHABs). Further, climate change is shown to exacerbate FCHABs. The treatment processes for FCHABs increase costs for capital improvements and for the operation and maintenance. The increased cost of treating FCHABs disproportionally affects Lake County partly because it is the poorest county in California.

Surface water utilities in Lake County cost an average of 3.0% of resident's gross monthly income (GMI), which is double the state recommended level of 1.5%. Figure 12 shows the distribution of results comparing Clear Lake, groundwater, other surface water treatment and their relation to the recommended GMI contribution. Comparable groundwater systems were the most stable and ranged from 1.0%-2.4% with the largest cluster below the recommended GMI contribution.

Although cyanotoxins are not currently regulated under the Safe Drinking Water Act, Maximum Contaminant Levels (MCLs) for several species of cyanotoxins will likely be adopted in the future. After MCLs are adopted for cyanotoxins, small water systems treating FCHABs may be unable to attain funding to comply with drinking water mandates.

Thus, a critical component to the rehabilitation of Clear Lake is strategically planning drinking water extraction to best to serve the community. Understanding the County's groundwater resources

could potentially lower utility bills, decrease reliance on Clear Lake, and prepare for future drinking water mandates.

(The above drinking water / cyanobacteria information was taken from a thesis prepared by Rachel Kennard: "Safe and Affordable Drinking Water for Sources Impaired by Harmful Algal Blooms: Clear Lake, California", 2021)

Potential Partnerships / Collaboration:
It is a goal of this project, if funded to conduct community outreach to better assess areas of interest for the AEM flight. There has been very limited collaboration so far, as the project has not entered the planning stages yet. If funded, an integral portion of AEM flight planning will be the consultation with various stakeholders.

- The tribes of Lake County will be consulted both for authorization to fly over their respective territories and to gain traditional knowledge to enhance flight planning (ex: natural springs which might have dried up a long ago).
- Water purveyors will be consulted to gain a better understanding of their future planning and current groundwater extraction.
- Cities of both Lakeport and Clearlake will be consulted for dry well areas, assess current issues, help plan for strategic growth, understand current / future water demand and to better plan interest areas. Lakeport City Manager has briefly been consulted and is very supportive of the project.
- County Planning and Environmental Health Departments will be consulted for current / future planned major use / groundwater extraction and known potential issues.

Project Timeline:
Project is expected to occur over a one year period, with estimated start date of winter 2023 / 2024 (with funds approved in July 2023, and contracting occurring over the fall 2023. The project duration would be Winter 2023 – Winter 2024.

Objective	Task and Deliverable	Responsible Entity
Task 1.0 Hydrogeologic Data Compilation (0-3 months)		
1.0	1.1 Compile hydrogeologic datasets	County / Ramboll
	1.2 Compile existing hydrogeologic-related reports	Ramboll
	1.3 Review WCRs and quality screen and digitize high quality lithology and geophysics logs	Ramboll
	1.4 Compile data into GIS files and develop database of datasets	Ramboll
Task 2.0 Planning and Execution of AEM Surveys (3-5 months)		
2.0	2.1 Review areas of focus and prepare final flight lines for AEM surveys	County / Ramboll / Community Partners
	2.2 Prepare and submit information for AEM survey public outreach	County / Community Partners
	2.3 Conduct AEM Surveys	SkyTEM
Task 3.0 Datasets Assimilation, AEM Processing and Inversion (5-8 months)		
3.0	3.1 Process and conduct AEM data inversion	Ramboll / SkyTEM
	3.2 Conduct initial interpretation of hydrogeology	Ramboll
	3.3 Conduct preliminary demand analysis	Ramboll
	3.4 Conduct preliminary natural recharge	Ramboll

Objective	Task and Deliverable	Responsible Entity
	3.5 Conduct preliminary natural recharge analysis	Ramboll
	3.6 Develop preliminary basin water budget	Ramboll
	3.7 Identify any potential groundwater quality issues	Ramboll
	3.8 Construct Initial 3D HCM Framework for Areas	Ramboll
	3.9 Identify data gaps	Ramboll
Task 4.0 Prepare Report/White Paper (8-12 months)		
4.0	4.1 Summarize work completed	Ramboll
	4.2 Summarize hydrogeology and preliminary water budget for each basin area	Ramboll
	4.3 Identify preliminary issues of concern for sustainability	Ramboll
	4.4 Summarize data gaps and approximate cost to fill	Ramboll

Projected Budget:

Responsible Entity	Task	Estimated Cost
County / Ramboll	Task 1 - Hydrogeologic Data Compilation	$50,000
Ramboll / SkyTEM / County	Task 2 - Planning and Execution of AEM Surveys	$150,000
Ramboll / SkyTEM	Task 3 - Datasets Assimilation, AEM Processing	$75,000
Ramboll	Task 4 - Prepare Report/White Paper	$25,000
	Total	$300,000

Figures:

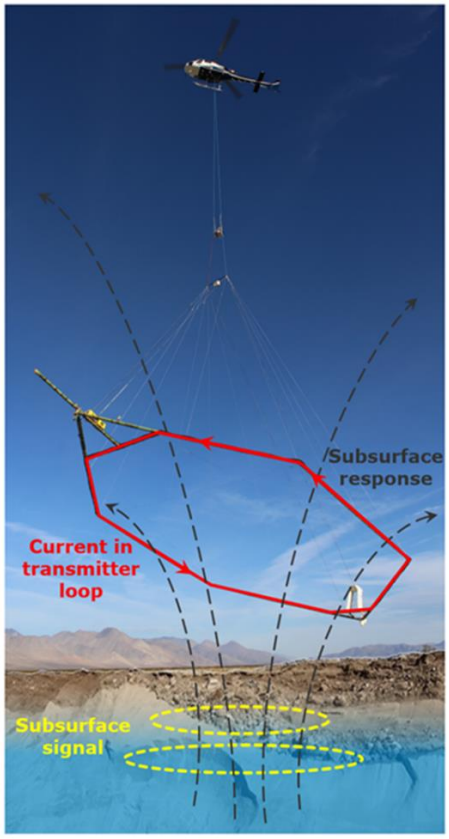


Figure 1 (AEM geophysical instrument breakdown)

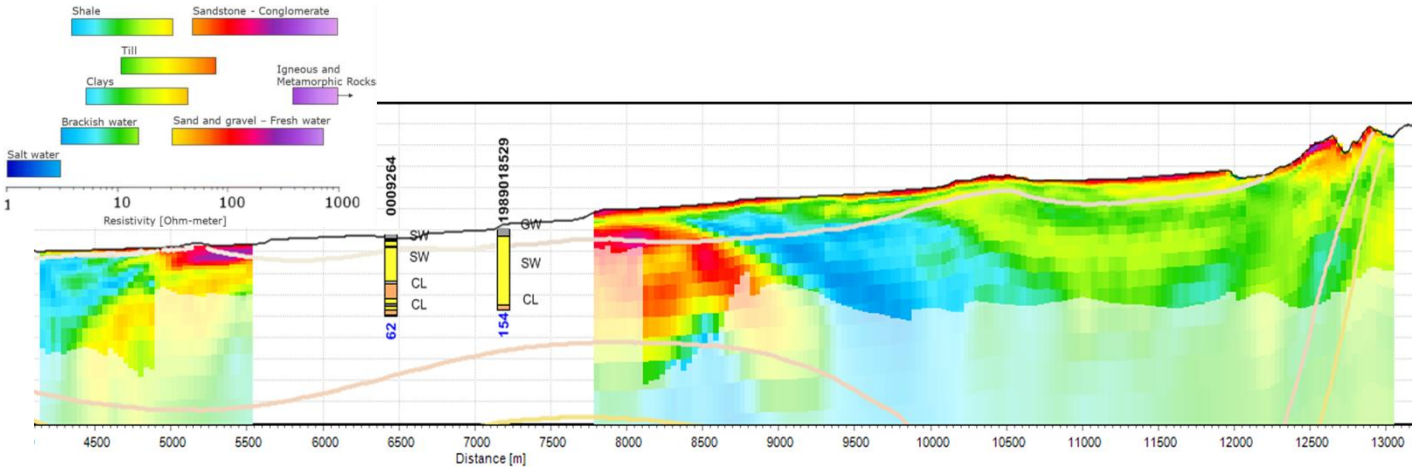


Figure 2 (AEM interpretation of a slice through the subsurface and well logs to fill data gaps)

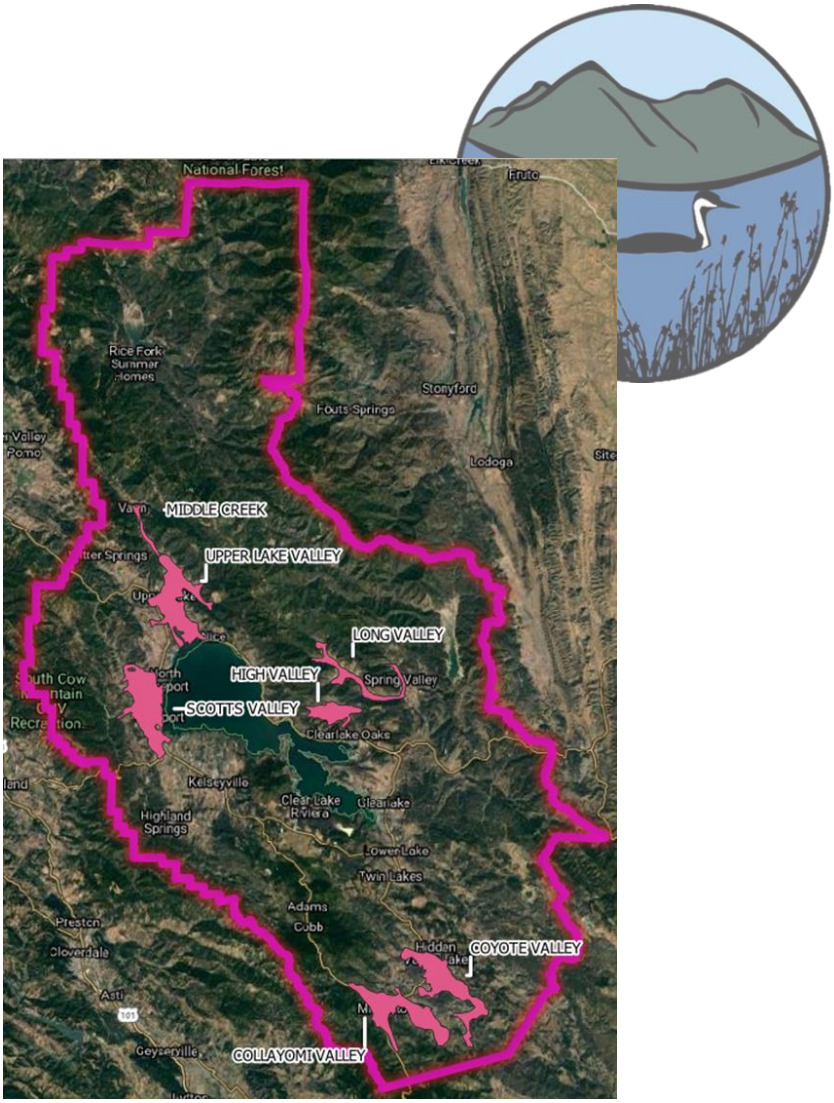
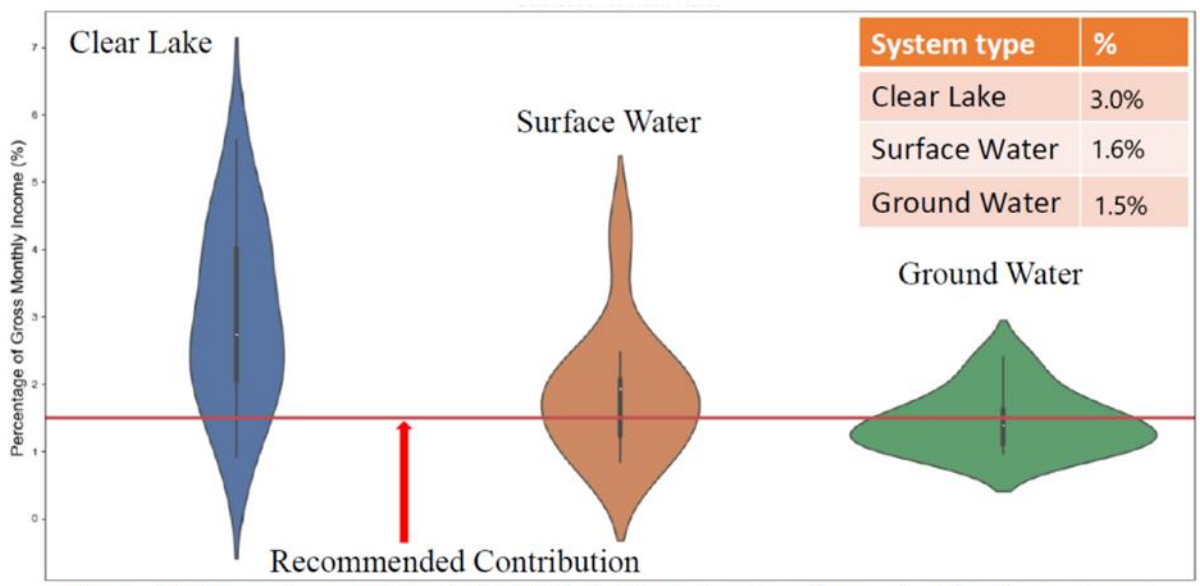
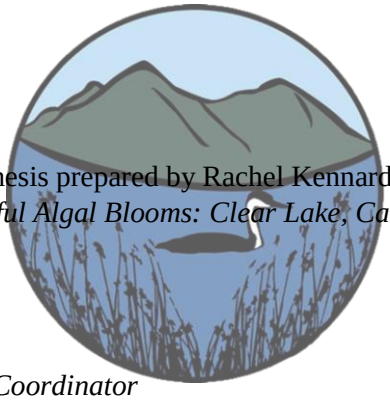


Figure 3 (DWR Delineated Basins in Lake County)



System type	%
Clear Lake	3.0%
Surface Water	1.6%
Ground Water	1.5%

Figure 12: Percentage of household GMI distributed among three sets of water systems



(The above figure was taken from a thesis prepared by Rachel Kennard: *Safe and Affordable Drinking Water for Sources Impaired by Harmful Algal Blooms: Clear Lake, California*, 2021*)*

Contact Information:

William Fox

Position: *Water Resources Program Coordinator*

Office: *255 N Forbes St. Lakeport, CA*

Phone: *(707) 263-2344 ext: 36111* *Cell:* *(707) 530-5014*

Email: *William.Fox@lakecountyca.gov*

Memorandum

3/14/2023 **Item#:**5.1

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Board of Supervisors**

Subject: **Adopt Proclamation Commending Operation Tango Mike for 20 Years of Support for Military Personnel and Their Families**

Executive Summary:

Proclamation

COMMENDING OPERATION TANGO MIKE FOR 20 YEARS OF SUPPORT FOR MILITARY PERSONNEL AND THEIR FAMILIES

WHEREAS, *Operation Tango Mike has supported deployed military personnel throughout Operation Enduring Freedom, Operation Iraqi Freedom, Operation New Dawn, Operation Onward Liberty, Operation Odyssey Lightning, Operation Inherent Resolve, Operation Freedom's Sentinel and Operation Allies Refuge and*

WHEREAS, *Operation Tango Mike has shipped more than 25,000 care packages to deployed personnel and assisted multitudes of military families and*

WHEREAS*, Operation Tango Mike coordinates annual collection and distribution of Christmas gifts and school supplies for military families*

WHEREAS, *Operation Tango Mike has coordinated and hosted many welcome home celebrations and ceremonies for returning troops and*

WHEREAS*, Operation Tango Mike has assisted in honoring three of Lake County's fallen heroes in the Global War on Terror and*

WHEREAS, *the Secretary of Defense has recognized families and community members as "the power behind the power" and*

WHEREAS, *Operation Tango Mike fills a crucial role in supporting family members and loved ones*

of our Armed Forces and provides a compassionate community and incalculable moral support to families and loved ones and

WHEREAS, *Operation Tango Mike will mark 20 years of unwavering support for military personnel and families on March 16, 2023,*

NOW, THEREFORE, BE IT PROCLAIMED that the Lake County Board of Supervisors does herby commend and express its gratitude to Operation Tango Mike for their commitment, dedication, and invaluable service to military personnel and their families.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Proclamation Commending Operation Tango Mike for 20 Years of Support for Military Personnel and Their Families

BOARD OF SUPERVISORS
COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

COMMENDING OPERATION TANGO MIKE FOR 20 YEARS OF SUPPORT FOR MILITARY PERSONNEL AND THEIR FAMILIES

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NOW, THEREFORE, BE IT PROCLAIMED that the Lake County Board of Supervisors does herby commend and express its gratitude to Operation Tango Mike for their commitment, dedication, and invaluable service to military personnel and their families.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____
Deputy

_____
Chair, Board of Supervisors

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**5.2

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Board of Supervisors**

Subject: **Adopt Proclamation Designating the Month of March 2023 as March for Meals Month**

Executive Summary:

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

Designating the Month of March 2023 as March for Meals Month

WHEREAS, over 220,000 meals are provided annually to homebound seniors in Lake County, so they may live independently in their homes for as long as possible; and

WHEREAS, the loyal volunteers who prepare and deliver Meals on Wheels provide consistent and dependable meal delivery and daily wellness checks for Lake County seniors in need; and

WHEREAS, the senior centers and their program partners bring together the community, local businesses, and community organizations for the purpose of providing nutrition, hope and independence to homebound seniors and those in need; and

WHEREAS, COVID-19 has increased the demand from our Senior Centers' Meals on Wheels programs, and our Senior Centers have stepped up to the challenge and continued to provide a basic necessity to those who are deemed as some of the most vulnerable in our communities;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby declare the month of March, 2023 as March for Meals Month in Lake County, and recognizes the vital role of Senior Centers and community volunteers in addressing the needs of seniors in Lake County.

PASSED AND ADOPTED this 14th day of March, 2023.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Proclamation Designating the Month of March 2023 as March for Meals Month

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

Designating the Month of March 2023 as March for Meals Month

WHEREAS, over 220,000 meals are provided annually to homebound seniors in Lake County, so they may live independently in their homes for as long as possible; and

WHEREAS, the loyal volunteers who prepare and deliver Meals on Wheels provide consistent and dependable meal delivery and daily wellness checks for Lake County seniors in need; and

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WHEREAS, COVID-19 has increased the demand from our Senior Centers' Meals on Wheels programs, and our Senior Centers have stepped up to the challenge and continued to provide a basic necessity to those who are deemed as some of the most vulnerable in our communities;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby declare the month of March, 2023 as March for Meals Month in Lake County, and recognizes the vital role of Senior Centers and community volunteers in addressing the needs of seniors in Lake County.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER

Clerk of the Board of Supervisors

By: _____

COUNTY OF LAKE

Chair, Board of Supervisors

_____

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Bruno Sabatier, District 2 Supervisor**

Subject: **Adopt Proclamation Commending Director of Behavioral Health Todd Metcalf for His 11 Years of Service to Lake County**

Executive Summary:

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

PROCLAMATION

COMMENDING DIRECTOR OF BEHAVIORAL HEALTH TODD METCALF

FOR HIS 11 YEARS OF SERVICE TO LAKE COUNTY

WHEREAS, after a short stint of being employed by the County of Lake in 2003, Todd Metcalf came back to work for the County of Lake in 2012 in the Social Services; and

WHEREAS, in 2016 Todd Metcalf was appointed the Interim Director of Behavioral Health where he eventually was given a permanent position in 2020; and

WHEREAS, during his Interim position as Director, Todd Metcalf continued his education obtaining his Master's Degree in Public Administration in 2019 to give him the tools he needed to succeed in his new position; and

WHEREAS, Todd Metcalf helped lead the department towards state compliance by bringing the county up to date on its billing and reporting, catching up on ten years' worth of backlog, allowing the county to be reimbursed at an increased rate bringing in much needed revenue for his department; and

WHEREAS, Todd Metcalf helped expand critical Peer Support Centers and their services around the county including a new center in Middletown; and

WHEREAS, Todd Metcalf and his department have worked hard to provide guidance to the Continuum of

Care and being a part of the creation of multiple shelters such as Hope Center, Elijah House, and currently the Warming Center; and

WHEREAS, Todd Metcalf has shown regularly that he cares immensely for the community he serves by seeking and advocating for the necessary resources that would provide the support people need for better mental health outcomes; and

WHEREAS, Todd Metcalf has been a part of state pilot programs (i.e. electronic billing system) as well as state committees (i.e. CalMHSA) in order to enhance the impact and efficiency of the services provided by his department; and

WHEREAS, Todd Metcalf will resign from his position on March 17, 2023 as he moves on to the next adventure in his life and his personality as well as his efforts will be missed.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby commend Todd Metcalf for his 11 years of service to the County of Lake and to the residents of Lake County and extends our appreciation for his dedication and hard work, and wish him the best in the future.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
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☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Proclamation Commending Director of Behavioral Health Todd Metcalf for His 11 Years of Service to Lake County

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

PROCLAMATION

COMMENDING DIRECTOR OF BEHAVIORAL HEALTH TODD METCALF FOR HIS 11 YEARS OF SERVICE TO LAKE COUNTY

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WHEREAS, Todd Metcalf helped expand critical Peer Support Centers and their services around the county including a new center in Middletown; and

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PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____

_____

Memorandum

3/14/2023 **Item#:**5.4

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Jessica Pyska, District 5 Supervisor**

Subject: **Adopt Proclamation Designating the Month of March 2023 as Women's History Month in Lake County**

Executive Summary:

BOARD OF SUPERVISORS, COUNTY OF LAKE,
STATE OF CALIFORNIA

Proclamation

DESIGNATING THE MONTH OF MARCH 2023 AS WOMEN'S HISTORY MONTH IN LAKE COUNTY

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders

in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

Now, therefore, be it resolved by the County of Lake Board of Supervisors, that March 2023 is designated as Women's History Month.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Proclamation Designating the Month of March 2023 as Women's History Month in Lake County.

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

DESIGNATING THE MONTH OF MARCH 2023 AS WOMEN'S HISTORY MONTH IN LAKE COUNTY

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

Now, therefore, be it resolved by the County of Lake Board of Supervisors, that March 2023 is designated as Women's History Month.

PASSED AND ADOPTED this 14th day of March, 2023

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____
Deputy

_____
Chair, Board of Supervisors

Memorandum

3/14/2023 **Item#:**5.5

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Jessica Pyska, District 5 Supervisor**

Subject: **Adopt Proclamation Designating March 8, 2023 as International Women's Day in Lake County**

Executive Summary:

BOARD OF SUPERVISORS, COUNTY OF LAKE,
STATE OF CALIFORNIA

Proclamation

DESIGNATING MARCH 8, 2023 AS INTERNATIONAL WOMEN'S DAY IN LAKE COUNTY

WHEREAS, women play a vital role in worldwide social, economic, cultural and political development; and

WHEREAS, women continue to struggle against discrimination whether it is a barrier to education, a pay gap at work, higher premiums for health insurance, inadequate options for family leave, or physical or sexual abuse or violence; and

WHEREAS, International Women's Day has been observed since the early 1900's, a time of great unrest and critical debate amongst women concerning oppression and inequality, spurring women to become more vocal and active in campaigning for change; and

WHEREAS, March 8th is International Women's Day; a day to celebrate the collective power of women - past, present, and future; and

WHEREAS, International Women's Day is a day to uphold women's achievements and contributions, recognize challenges, focus greater attention on women's rights and

gender equality, encourage and mobilize all people to do their part to bring about positive change; and

WHEREAS, the County of Lake wishes to take this opportunity to celebrate the diversity of people in our county and to learn from the women of our community about their experiences and aspirations and to use this day to commit ourselves to respect the rights of women to lead secure, creative, healthy, and free lives.

Now, therefore, be it resolved by the County of Lake Board of Supervisors, that March 8, 2023 Is designated as International Women's Day.

PASSED AND ADOPTED this 14th day of March, 2023

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☒ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Proclamation Designating March 8, 2023 as International Women's Day in Lake County.

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

DESIGNATING MARCH 8, 2023 AS INTERNATIONAL WOMEN'S DAY IN LAKE COUNTY

WHEREAS, women play a vital role in worldwide social, economic, cultural and political development; and

WHEREAS, women continue to struggle against discrimination whether it is a barrier to education, a pay gap at work, higher premiums for health insurance, inadequate options for family leave, or physical or sexual abuse or violence; and

WHEREAS, International Women's Day has been observed since the early 1900's, a time of great unrest and critical debate amongst women concerning oppression and inequality, spurring women to become more vocal and active in campaigning for change; and

WHEREAS, March 8th is International Women's Day; a day to celebrate the collective power of women – past, present, and future; and

WHEREAS, International Women's Day is a day to uphold women's achievements and contributions, recognize challenges, focus greater attention on women's rights and gender equality, encourage and mobilize all people to do their part to bring about positive change; and

WHEREAS, the County of Lake wishes to take this opportunity to celebrate the diversity of people in our county and to learn from the women of our community about their experiences and aspirations and to use this day to commit ourselves to respect the rights of women to lead secure, creative, healthy, and free lives.

Now, therefore, be it resolved by the County of Lake Board of Supervisors, that March 8, 2023 is designated as International Women's Day.

PASSED AND ADOPTED this 14th day of March, 2023

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____
Deputy

_____
Chair, Board of Supervisors

Memorandum

3/14/2023 **Item#:**5.6

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Jessica Pyska, District 5 Supervisor**

Subject: **Adopt Proclamation Recognizing March 12-18, 2023 as All AmeriCorps Week**

Executive Summary:

Proclamation

Recognizing March 12-18, 2023 as All AmeriCorps Week

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in the County of Lake, many AmeriCorps members and AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs by responding to assist seniors with meals, tutoring or mentoring children and youth, supporting veterans and military families, helping communities to mitigate fuels and clear evacuation routes, restoring the environment, staffing warming centers, and helping neighborhoods to preparing and respond to disasters; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers demonstrate commitment,

dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps members and AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and the County of Lake; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to serve their country through AmeriCorps.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
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☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Proclamation Recognizing March 12-18, 2023 as All AmeriCorps Week

BOARD OF SUPERVISORS
COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

Recognizing March 12-18, 2023 as All AmeriCorps Week

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in the County of Lake, many AmeriCorps members and AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs by responding to assist seniors with meals, tutoring or mentoring children and youth, supporting veterans and military families, helping communities to mitigate fuels and clear evacuation routes, restoring the environment, staffing warming centers, and helping neighborhoods to preparing and respond to disasters; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps members and AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and the County of Lake; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to serve their country through AmeriCorps.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER

COUNTY OF LAKE

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**5.7

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Susan Parker, County Administrative Officer**
Terre Logsdon, Chief Climate Resiliency Officer

Subject: **Letter of Support for The Tree Mortality Mitigation and Public Safety in Lake County - 22-WP-LNU 47229043**

Executive Summary:
You will recall, the Lake County Resource Conservation District (RCD) recently agreed to provide grant writing services, developing a CAL FIRE Grant Application. In total, this application requests $5 million dollars, total, and includes:

- A cost-share program for property owners with hazardous trees near their homes;
- Development of LiDAR derivatives, analyzing raw data LiDAR data funded by the Department of Conservation and the United States Geological Survey (USGS);
- Program management; and
- Constructing fuel breaks along ingress and egress routes throughout Lake County in areas affected by Tree Mortality.

Attached is a Letter of Support, and we request Board Approval of this Letter, in support of the above-referenced community priorities.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☒ Well-being of Residents
☐ Economic Development
☒ Community Collaboration
☒ Public Safety
☒ Infrastructure
☐ Business Process Efficiency
☒ Disaster Prevention, Preparedness, Recovery
☐ County Workforce
☐ Clear Lake

Recommended Action: Approve the Letter of Support, and authorize the Chair to sign.

COUNTY OF LAKE
BOARD OF SUPERVISORS
Courthouse - 255 North Forbes Street
Lakeport, California 95453
TELEPHONE (707) 263-2368
FAX (707) 263-2207

Moke Simon – District 1
Bruno Sabatier – District 2
Eddie Crandell – District 3
Michael S. Green – District 4
Jessica Pyska – District 5

CAL FIRE / Wildfire Prevention Grants
Sacramento, CA

March 7, 2023

Subject: The Tree Mortality Mitigation and Public Safety in Lake County - 22-WP-LNU 47229043

Dear CAL FIRE Northern Region,

On behalf of the County of Lake, I am writing to express our support for the 2023 CAL FIRE Wildfire Prevention grant application entitled "*Tree Mortality Mitigation and Public Safety in Lake County"* (TMMPS) project submitted by the Lake County Resource Conservation District (LCRCD). The County of Lake encourages local community engagement in effective wildfire risk reduction activities. The TMMPS project is critical for our landscape resilience, community security, and advances our mission to reduce risk for our residents. It is also aligned with the priorities set by Lake County's 2021 US Forest Service Community Mitigation Assistance Team (CMAT) report and the County's Community Wildfire Protection Plan (CWPP).

This project is critical for Lake County due to a catastrophic decline in forest health from years of drought, beetle infestation, and over 66% percent of the County having suffered from extreme wildfires. Further, the majority of the County remains in the "high" or "very-high" fire risk severity rating. The TMMPS project presented by the LCRCD addresses these issues in a number of key ways: 1) mitigating the risk of tree mortality by removal of dead and dying trees along evacuation routes; 2) hazardous tree removal and roadside clearing along key public and private ingress/egress; 3) data analysis and development of a practical platform for regular use of the new Department of Conservation funded LIDAR surveys to better manage forest health; and 4) education of our key partners, the LCRCD and the Lake County Fire Safe Council, by providing leadership training, and educational outreach to our residents, which will ultimately increase the County's collaborative risk reduction activities. Overall, this project will improve public safety and decrease hazardous fire risk, which will subsequently reduce greenhouse gas emissions, improve forest health, and enhance the vitality of Lake County.

The County of Lake is confident in the ability of the Lake County Resource Conservation District to carry out and implement this project. We look forward to joining the network of local and tribal governments, State agencies, civic groups, and community-based organizations slated for inclusion in this project. We fully support their efforts and will do what we can to enhance the collaboration. We are enthusiastic about the lasting benefits this project will provide throughout our region.

Sincerely,

Jessica Pyska, Chair
Lake County Board of Supervisor

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**5.8

Memorandum

Date: **March 14, 2023**

To: **The Honorable Jessica Pyska, Chair, Lake County Board of Supervisors**

From: **Susan Parker, County Administration Officer**

Subject: **Adopt Resolution Pertaining to Tax Revenue Exchange for Annexation to CSA #20 - Soda Bay Water (Annexation - LAFCo Project #2022-0001)**

Executive Summary:

Our office has received notification from the County Auditor-Controller regarding a proposed annexation to CSA #20 - Soda Bay Water, which has been filed with LAFCO (Project #2022-0001). The assessor parcel number is: APN 008-029-090-000. A tax exchange agreement must be reached in order for this annexation to proceed.

Since the County will not be relieved of any service requirements as a result of this annexation, it would not be appropriate for the General Fund and other taxing entities to incur any loss of property tax revenue. The proposed Resolution, attached hereto, provides for no exchange of the existing base property tax revenue or the future tax increment as a result of this annexation.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☒ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>
(check all that apply): ☒ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt Resolution Pertaining to Tax Revenue Exchange for Annexation to CSA #20 - Soda Bay Water (Annexation - LAFCo Project #2022-0001).

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

RESOLUTION NO._____

RESOLUTION PERTAINING TO TAX REVENUE EXCHANGE FOR ANNEXATION TO CSA #20 – Soda Bay Water (ANNEXATION – LAFCO PROJECT #2022-0001)

WHEREAS, Section 99 of the Revenue and Taxation Code requires, before the LAFCO Executive Officer issues a certification of filing for a proposed jurisdictional change, known as the Dorn Annexation, that an exchange of property tax revenue be negotiated between the affected agencies; and

WHEREAS, a proposed jurisdictional change has been filed with the LAFCO Executive Officer to annex certain properties (APN 008-029-090) to the CSA #20 – Soda Bay Water, with the LAFCO short form designation for such proposal being LAFCO Project #2022-0001.

NOW, THEREFORE BE IT RESOLVED, that

1. Upon finalization of the LAFCO Project 2022-0001 Annexation, Property tax revenues generated from within the annexed area shall be allocated as follows:

   Base Property Tax: The base property tax revenue currently allocated to the County General fund and all local taxing entities shall not be changed as a result of this annexation.

   Future Property Tax: The future property tax increment allocated to the County General Fund and all local taxing entities shall not be changed as a result of this annexation.

2. The Clerk of the Board is directed to file a certified copy of this Resolution with the State Board of Equalization, the Auditor-Controller of the County of Lake, and the LAFCO Executive Officer.

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//

RESOLUTION NO. _____

This Resolution was passed and adopted by the Board of Supervisors of the County of lake at a regular meeting thereof on _____, 2023 by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

ATTEST: SUSAN PARKER
Clerk of the Board

By: _____
Deputy

_____
Chairman, Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

_____

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**5.9

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Todd Metcalf, Director Behavioral Health Services**

Subject: **Approve agreement between County of Lake and Santa Rosa Behavioral Healthcare Hospital for Acute Inpatient Psychiatric Hospital Services and Professional Services Associated with Acute Inpatient Psychiatric Hospitalizations in the amount of $50,000 for Fiscal Year 2022-23 and Authorize the Board Chair to Sign.**

Executive Summary:

As the Board is aware, LCBHS has an obligation to provide entry into and payment for Acute Inpatient Psychiatric Hospital Services. We have partnered with Aurora Behavioral Healthcare Hospital for many years for these services, in addition to many other hospitals.

LCBHS went out to bid for Acute Inpatient Psychiatric Hospital Services prior to the start of the 22-23 FY, and no bids were received. The Department of Health Care Services requires Mental Health Plans to contract with a hospital when more than $20,000 of services have been utilized for beneficiaries.

If not budgeted, fill in the blanks below only:
Estimated Cost: _$50,000_ Amount Budgeted: _$50,000_ Additional Requested: _$50,000_ Future Annual Cost: __N/A__

Purchasing Considerations (check all that apply): ☒ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>
(check all that apply): ☐ Not applicable

☒ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Approve agreement between County of Lake and Santa Rosa Behavioral Healthcare Hospital for Acute Inpatient Psychiatric Hospital Services and Professional Services Associated with Acute Inpatient Psychiatric Hospitalizations in the amount of $50,000 for Fiscal Year 2022-23 and Authorize the Board Chair to Sign.

AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as "County," and Aurora Santa Rosa, hereinafter referred to as "Contractor," collectively referred to as the "parties."

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Santa Rosa Behavioral Healthcare Hospital shall provide to County the services described in **Exhibit A**, titled, "**Scope of Services**," attached hereto and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibits A/B/C**, the Agreement shall prevail.

2. TERM. This Agreement shall commence on July 1, 2022, and shall terminate on July 1, 2023 unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. COMPENSATION. Contractor has been selected by County to provide the services described hereunder in Exhibit "B" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed **Fifty Thousand Dollars ($50,000.00)**.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "C" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds.

4. TERMINATION. This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by Behavioral Health Services Director.

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RECEIVED FEB 2 2 2023

6. **NOTICES.** All notices between the parties shall be in writing addressed as follows:

County of Lake
Lake County Behavioral Health Services
PO Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Todd Metcalf, MPA
Behavioral Health Services Director

Santa Rosa Behavioral Healthcare
1287 Fulton Rd
Santa Rosa, CA 95401

Attn: Wade Sturgeon
System Chief Financial Officer
Asr.contracts@aurorabehavioral.com

7. **EXHIBITS.** The Agreement Exhibits, as listed below, are incorporated herein by reference:

Exhibit A – Scope of Services
Exhibit B – Fiscal Provisions
Exhibit C – Compliance Provisions

8. **TERMS AND CONDITIONS.** Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. **INTEGRATION.** Contractor warrants that it will comply with all terms and conditions of this Agreement including **Exhibit A, Exhibit B,** and **Exhibit C,** titled **"Compliance Provisions,"** attached hereto and incorporated herein in addition to all other applicable federal, state and local laws, regulations and policies.

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AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

County and Contractor have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

_____
Chair
Board of Supervisors
Date: _____

SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL

_____
Tristan Ivy
Chief Executive Officer
Date: 2/27/2023

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

Date: 2-25-23

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

Date: _____

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AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

EXHIBIT "A" – SCOPE OF SERVICES

1. **CONTRACTOR'S RESPONSIBILITIES.** Contractor agrees to comply with all applicable Medi-Cal laws, regulations, including 1915(b) Waiver and any Special Terms and Conditions.

1.1 Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Lake 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 Agreement and constitutes grounds for the termination of this Agreement by County. Contractor and County shall comply with California Code of Regulations (CCR), Title 9, Section 18010.435, in the selection of providers and shall review for continued compliance with standards at least every three (3) years.

1.2 The Contractor shall maintain written policies and procedures on advance directive in compliance with the requirements of 42, Code of Federal Regulations (CFR), Section 422.128 and 438.6(i)(1), (3) and (4). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but not later than 90 days after the effective date of the change. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law, relating to the provision of health care when the individual is incapacitated as defined in 42 C.F.R 489.100.

1.3 Contractor will observe and comply with all applicable Federal, State and local laws, ordinances and codes which relate to the services to be provided pursuant to this Agreement, including but not limited to the Deficit Reduction Act (DRA) of 2005, the Federal and State False Claims Acts, and the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005 (HITECH Act); and the HIPAA Omnibus Final Rule.

1.4 Contractor will assure that each client has adequate information about the Contractor's problem resolution processes by including information describing the grievance, appeal, and expedited appeal processes in the Contractor's beneficiary booklet and providing the beneficiary booklet to beneficiaries. Contractor will post notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both clients and provider staff. The posted notice shall explain the availability of fair hearings after the exhaustion of an appeal or expedited appeal process, including information that a fair hearing may be requested whether or not the beneficiary has received a notice of action pursuant to CCR, Title 9, and Section 1850.210. A Contractor provider site means any office or facility owned or operated by the Contractor at which clients may obtain specialty mental health services.

1.5 Client's rights shall be assured pursuant to California law and regulation, including but not limited to Welfare and Institutions Code 5325, Title 9, CCR, Sections 860 through 868 and Title 42, CFR, Section 438.100(b)(1) and, (b)(2). Included in these rights is the right of beneficiaries to participate in decisions regarding his or her health care, including the right to refuse potential treatment services.

1.6 Contractor agrees to extend to County or its designee, the right to review and monitor all records, programs or procedures, at any time in regards to clients, as well as the overall operation of Contractor's programs in order to ensure compliance with the terms and conditions of this Agreement.

1.7 All expenses of copying records and other documents shall be borne by the party seeking to review those records and/or documents and charged at the rate of $0.25 cents per page.

1.8 Upon discovery of a reportable breach by Contractor, the Contractor must notify County within five (5) working days of the breach by submitting an incident report to the Behavioral Health Compliance Officer/Privacy Officer, and fulfill the mandated reporting requirements. Contractor will make his/her best efforts to preserve data integrity and the confidentiality of protected health information.

1.9 Upon termination of the Agreement all Protected Health Information provided by Lake County Behavioral Health Services to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

1.10 Contractor shall comply with the provision of the County's Cultural Competency Plan by maintaining 100% compliance with National Culturally and Linguistically Appropriate Services (CLAS) standards. Contractor shall provide proof, no less than annually or upon County's request, evidence of compliance including but not limited to attendance and training agendas, or other such documentation which reasonably evidences compliance.

2. <u>REPORTING REQUIREMENTS</u>. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement.

2.1 Contractor shall submit a year-end program summary in a format to be provided by County. Failure to provide reports in a timely fashion will constitute a material breach of the contract and grounds for termination as defined under **Exhibit C**, Section 8, titled "**Due Performance – Default**".

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3. RECORDS RETENTION.

3.1 Contractor shall prepare, maintain and/or make available to County upon request, all records and documentation pertaining to this Agreement, including financial, statistical, property, recipient and service records and supporting documentation for a period of ten (10) years from the date of final payment of this Agreement. If at the end of the retention period, there is ongoing litigation or an outstanding audit involving the records, Contractor shall retain the records until resolution of litigation or audit. After the retention period has expired, Contractor assures that confidential records shall be shredded and disposed of appropriately.

3.2 Clinical records of each client served at the Facility shall be the property of County and shall be kept at least ten (10) years following discharge. Clinical records of un-emancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years or ten (10) years past the last date of treatment, whichever is longer. Records of minors who have been treated by a licensed psychologist must be retained until minor has reached age 25. All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code (W&I), and Title 45, and CFR, section 205.50 for Medi-Cal-eligible patients). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this Agreement. Clinical records shall contain sufficient detail to make possible an evaluation by County's Behavioral Health Administrator or designee, or DHCS and shall be kept in accordance with the rules and regulations of the Community Mental Health Services Act of 1967 (MHSA), as amended.

4. DESCRIPTION OF SERVICES.

4.1 Contractor shall provide acute inpatient psychiatric hospital services and professional services associated with acute inpatient psychiatric hospitalizations to clients referred by County. These services shall be provided pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at Contractor's facility, hereinafter called "**Facility**", and located at the following address **"1287 Fulton Road, Santa Rosa, CA 95401."**

4.2 Contractor shall provide staffing at the Facility twenty-four (24) hours per day, seven (7) days per week, and staffing will include all legally required care for clients, all in accordance with laws and regulations outlined in California Code of Regulations (CCR), Title 22, Divisions 2, and 6.

4.3 The following services listed under "Included Services" are included in the per diem rates, while services listed under "Non-Covered Services" are excluded from the per diem rates.

AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

Included Services

Clinical Laboratory Services
Dietary Services and Consultations
Drug Screening
Educational Services
Family Therapy
Group Therapy
Involuntary Patient Care
Medical History and Physical Exam (Tech Comp)
Pharmacy Services
Psychiatric Nursing Services
Recreation Services
Seclusion Room w/Special Observation
Social Services
Urinalysis

Non-Covered Services

Ambulance Services
Arteriogram
Biofeedback
Brain Mapping
CAT Scans
Chest X-ray
Electrocardiography
Electroencephalography
Inhalation Therapy
MRI
Psychological Testing
Neurological Testing
Psychologist Services
Anesthesiologist
Speech and Language
Electroconvulsive Therapy

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AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

EXHIBIT "B" – FISCAL PROVISIONS

1. **CONTRACTOR'S FINANCIAL RECORDS.** Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. **INVOICES.**

2.1 Contractor shall enter approval for hospitalization services through the Atrezzo portal, as part of Concurrent Review: https://www.lakecountyca.gov/212/Contractor-Portal

2.2 All billing forms, including supporting documentation, shall clearly reflect client names, number of client days, types of services, and corresponding rates, as well as the NPI numbers of staff who provided the service. ALL SUPPORTING DOCUMENTATION MUST ACCOMPANY THE APPROVED BILLING FORM OR SERVICE(S) MAY BE DENIED. Supporting documentation will include all progress notes, treatment/client plans and assessments.

2.3 County shall make payment within 30 business days of an undisputed invoice for the compensation stipulated herein for supplies delivered and accepted or services rendered and accepted, less potential deductions, if any, as herein provided. Payment on partial deliverables may be made whenever amounts due so warrant or when requested by the Contractor and approved by the Assistant Purchasing Agent.

2.4 Monthly payment may vary based on actual services billed.

2.5 County shall not provide reimbursement for date of discharge from any facilities including hospitals, skilled nursing facilities, mental health rehabilitation centers, and residential facilities.

2.6 County clients who are able to pay for services from other public or private resources are not billable under this Agreement.

2.7 Contractor and County shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, County shall still be obligated to pay Contractor on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to Contractor immediately after the Agreement is reached by the two representatives.

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3. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS.

3.1 Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

3.2 County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.

3.3 Contractor shall reimburse County for audit exceptions within 60 days of written demand or shall make other repayment arrangements subject to the approval of County

3.3 DHCS, Centers for Medicare and Medicaid Services (CMS), Health and Human Services (HHS) Inspector General, the Comptroller General or their designees have the right to audit, evaluate and inspect any books, records, contracts, computer or other electronic systems of the contractor or subcontractor that pertain to any aspects of services and activities performed on Medi-Cal beneficiaries per 42 CFR 438.230(i).

3.4 Contractor will make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, contracts, computer or other electronic systems relating to any Medi-Cal beneficiaries per 42 CFR 438.230(ii).

3.5 The right to audit will exist through ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later per 42 CFR 438.230(iii).

3.6 If DHCS, CMS, or HHS Inspector General determines that there is a reasonable possibility of fraud or similar risk, DHCS, CMS or the HHS Inspector General may inspect, evaluate and audit the Contractor or subcontractor at any time per 42 CFR 438.230(iv). Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.

4. PAYMENT TERMS. County shall reimburse Contractor for services provided per the schedule below:

Medi-Cal Rates

Hospital Inpatient Adult (Mode 05, Service Functions 10-18).....$1,608/day
Hospital Inpatient Older Adult (Mode 05, Service Functions 10-18) $1,637/day
Hospital Inpatient Child/Adolescent (Mode 05, Service Functions 10-18) $1,769/day
Hospital Administrative Day (Mode 05, Service Function 19).....$950/day
Inpatient Psychiatric Support Services (Mode 15, Service Functions 01-79).....$30/hour

AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

Short-Doyle Rates

Hospital Intpatient Adult *without* Psychiatric Support Services.....$1,498/day
Hospital Inpatient *with* Psychiatric Support Services..... $1,608/day
Hospital Administrative Day $950/day

AGREEMENT BETWEEN COUNTY OF LAKE AND SANTA ROSA BEHAVIORAL HEALTHCARE HOSPITAL FOR ACUTE INPATIENT PSYCHIATRIC HOSPITAL SERVICES AND PROFESSIONAL SERVICES ASSOCIATED WITH ACUTE INPATIENT PSYCHIATRIC HOSPITALIZATIONSFOR FISCAL YEAR 2022-23

EXHIBIT "C" – COMPLIANCE PROVISIONS

1. INFORMATION INTEGRITY AND SECURITY. Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. NON-DISCRIMINATION. Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

A. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and

D. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. AGREEMENTS IN EXCESS OF $100,000. Contractor shall comply with all applicable orders or requirements issued under the following laws:

4.1 Clean Air Act, as amended (42 USC 1857).
4.2 Clean Water Act, as amended (33 USC 1368).

4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
4.4 Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738).

5. INDEMNIFICATION AND HOLD HARMLESS. Each party shall indemnify and defend and hold harmless the other party and its officers, employees, and agents from any and all claims, losses, damages, and liabilities for damages, including attorney's fees and other costs of defense which result from the duties and obligations of the indemnifying party and/or its officers, employees, and agents under this Agreement.

6. STANDARD OF CARE. Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. INTEREST OF CONTRACTOR. Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. DUE PERFORMANCE – DEFAULT. Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. INSURANCE.

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars ($1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars ($1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as additional insured. Contractor shall provide County certificates of insurance within 30 days of date of execution of the Agreement. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

10. ATTORNEY'S FEES AND COSTS. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. ASSIGNMENT. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. INDEPENDENT CONTRACTOR. It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result agreed for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

13. OWNERSHIP OF DOCUMENTS. All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor shall promptly turn over all said reports, drawings, renderings, information, and/or other documents or materials to County without exception or reservation.

14. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. ADHERENCE TO APPLICABLE DISABILITY LAW. Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

16. HIPAA COMPLIANCE. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

17. SAFETY RESPONSIBILITIES. Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

18. JURISDICTION AND VENUE. This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

19. RESIDENCY. All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

20. NO THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

21. UNUSUAL OCCURRENCE REPORTING. Contractor is required to have procedures for reporting unusual occurrences relating to health and safety issues. Contractor shall report to County any unusual events, accidents, or injuries requiring medical treatment for clients, staff, or members of the community. An unusual occurrence shall be reported to the County in writing (or electronic mail) as soon as possible but no later than three (3) working days of the Contractor's knowledge of the event. An unusual occurrence is subject to investigation by Lake County Behavioral Health Services; and upon a request, a copy of the County's investigation shall be made available to the State Department of Behavioral Health, which may subsequently conduct its own investigation.

22. OVERSIGHT. Lake County Behavioral Health Services shall conduct oversight and impose sanctions on the Contractor for violations of the terms of this Agreement, and applicable

federal and state law and regulations, in accordance with Welfare & Institutions Code 14712(3) and CCR, Title 9, Section 1810.380 and 1810.385. Remedies in instances where the State Department of Health Care Services or the County Mental Health Plan determine the subcontractor has not performed satisfactorily and right to audit will exist through 10 years from the final data of the contract period or from the date of completion of any audit, whichever is later.

24. **NON-APPROPRIATION.** In the event County is unable to obtain funding at the end of each fiscal year for specialty mental health services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

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DATE: July 25, 2022

Behavioral Health Information Notice No: 22-041

TO: California Alliance of Child and Family Services
California Association for Alcohol/Drug Educators
California Association of Alcohol & Drug Program Executives, Inc.
California Association of DUI Treatment Programs
California Association of Social Rehabilitation Agencies
California Consortium of Addiction Programs and Professionals
California Council of Community Behavioral Health Agencies
California Hospital Association
California Opioid Maintenance Providers
California State Association of Counties
Coalition of Alcohol and Drug Associations
County Behavioral Health Directors
County Behavioral Health Directors Association of California
County Drug & Alcohol Administrators

SUBJECT: Instructions for Reporting Rates Negotiated for Psychiatric Inpatient Hospitals Services Contracts for Fiscal Year 2022-23

PURPOSE: To provide Mental Health Plans (MHPs) in each county with the current list of Fee-For-Service/Medi-Cal (FFS/MC) hospitals that MHPs are required to contract with in Fiscal Year (FY) 2022-23.

REFERENCE: Title 9, California Code of Regulations (CCR) §1810.375(c), §1820.115, §1810.430(a), and §1810.430(c)

POLICY:

Title 9, California Code of Regulations (CCR) §1810.375(c) requires MHPs to report the rates they have negotiated with FFS/MC hospitals to the Department of Health Care Services (DHCS) by June 1 of each year to be implemented by July 1. If a MHP submits rates to DHCS after June 1, 2022, those rates will be deployed in the payment system 30 days from the date received. If the rates were to be effective from a date prior to their implementation in the payment system, DHCS will process an Error Payment Correction (EPC) for any claims occurring after the effective that were paid at the previous rate,

provided that the claims are within the 1 year claiming time limit (claims may only be submitted for payment for up to 1 year after the date of service). Please be advised that EPCs may take up to 8 months to process after an EPC request has been submitted. DHCS utilizes these rates to establish non-negotiated FFS/MC hospital rates in accordance with Title 9, CCR §1820.115.

Title 9, CCR §1810.430(a) requires MHPs to contract with Disproportionate Share Hospitals (DSH) and traditional hospital providers that meet provider selection criteria, as defined in the regulations, unless DHCS grants the MHP an exemption from contracting. The process for requesting an exemption is described in Title 9, CCR §1810.430(c), which can be found in Enclosure 1. DSH providers serve a disproportionate share of low-income people, as determined annually by DHCS. Traditional hospitals are defined in regulation as accounting for five percent or $20,000, whichever is more, of the total FFS/MC psychiatric inpatient hospital payments for the MHPs beneficiaries. A listing of both DSH and traditional hospital providers per county based on FY 2020-21 payment data can be found in Enclosure 2.

The following information on negotiated FFS/MC hospital rates must be submitted to DHCS:

1) Facility name
2) Facility address
3) National Provider Identifier number
4) Effective date of the negotiated rate
5) Negotiated rate for any or all of the following inpatient revenue/accommodation codes that will be used and indicate whether the rate is adolescent/child and/or adult:

CODE	DESCRIPTION
114	Room and Board – Private, Psychiatric
124	Room and Board – Semi-Private 2 Bed, Psychiatric
134	Room and Board – Semi-Private 3 or 4 Bed, Psychiatric
154	Room and Board – Ward (Medical or General), Psychiatric
204	Intensive Care, Psychiatric

The rate for code 169, Administrative Day, is not included since it is established by DHCS in accordance with the regulations and need not be reported by MHPs. The current Administrative Day Rate as of August 1, 2021, is $803.88 per day.

DHCS will not be approving any rates above the rate limits per California State Plan Amendment (SPA) 09-004. Rate limits are listed in Enclosure 3.

MHPs shall do the following:

- In the event that the MHP has negotiated a rate, but not entered into a contract by June 1, 2022, report the negotiated rate. It is not necessary to wait until the Board of Supervisors finalizes the hospital contract.

- If negotiations are pending, report the rate once it is contracted.

- If a hospital declines to enter into a negotiated rate contract with the MHP, please state the reason for the refusal in writing so that DHCS may assign the regional rate.

Please email the negotiated rate information to the Behavioral Health Financing Section, Operations Unit at BHFSOps@dhcs.ca.gov

Sincerely,

Original signed by

Brian Fitzgerald, Chief
Local Governmental Financing Division

Enclosures

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023

Item#:5.10

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Meeting Minutes - Final
BOARD OF SUPERVISORS

Tuesday, January 10, 2023 | **9:00 AM** | **Board Chambers**

Please see agenda for public participation information and eComment submission on any agenda item.

1. Call to Order

The meeting was called to order at 9:00 a.m. by Chair Crandell. County Administrative Officer Susan Parker, County Counsel Anita Grant, and Assistant Clerk of the Board Johanna DeLong were present, along with the following Supervisors:

Present: Supervisor Simon, Supervisor Sabatier, Supervisor Green, Supervisor Pyska and Chair Crandell

2. Moment of Silence

A moment of silence was dedicated to Jessica Pena, the traffic collision fatality on Hwy 29, Fredrick Wilson, Jimbo Hartley, and Sue Harville.

3. Pledge of Allegiance

Led by Registrar of Voters Maria Valadez.

4. Consideration of Extra Items Not Appearing on the Posted Agenda

There were no extra items to consider.

5. Approval of the Consent Agenda

5.1 Approve Continuation of Proclamation of the Existence of a Local Emergency Due to Pervasive Tree Mortality.

5.2 Approve Amendment No. 3 (No Cost Period of Performance Extension) to Agreement Sulphur, Pawnee and Mendocino Complex Wildfires Structural Burn Debris Removal Insurance Cost Recovery & Invoicing in Lake County

5.3 Approve Board of Supervisors Minutes December 6, 2022

5.4 Adopt Proclamation Designating the Month of January 2023 as Human Trafficking Awareness Month in Lake County

5.5 Approve Continuation of Resolution Authorizing Teleconferenced Meetings during a State of Emergency Continue to Exist

5.6 Approve Continuation of a Local Health Emergency Related to the 2019 Coronavirus (COVID-19) as Proclaimed by the Lake County Public Health Officer

5.7 Approve Continuation of an Emergency Declaration for Drought Conditions

5.8 Approve Continuation of a Local Emergency due to COVID-19

5.9 Approve Agreement between the Lake County Probation Department and the State of California Franchise Tax Board for the purpose of the collection of unpaid court-ordered fines, monetary sanctions, forfeitures and penalties through November 30, 2025 and Authorize the Chief Probation Officer to sign

5.10 Approve Travel for Assistant Chief Probation Officer Wendy Mondfrans and Staff Services Analyst Kelly Morin to the Tyler Technologies Conference May 2023 in San Antonio, Texas.

5.11 Approve the Capitalized Fixed Asset listing required upon departure from elected office.

This item was pulled and continued to a future date.

5.12 Approve Contract Between the County of Lake and Lake Transit Authority for Local Public Transportation Services in the Amount of $65,600, from July 1, 2022 to June 30, 2025, and Authorize the Chair to Sign.

This item was pulled and continued to the January 24, 2023 Board of Supervisors Meeting.

5.13 Approve Contract between the County of Lake and Redwood Community Services, Inc. for the Provision of SB163 Wraparound Services in the Amount of $402,393 Per Fiscal Year, from September 1, 2022 to June 30, 2025, and Authorize the Chair to Sign.

5.14 Approve Contract Between County of Lake and Lake Family Resource Center for Domestic Violence Services, in the Amount of $25,000 Per Fiscal Year from July 1, 2022 to June 30, 2025, and Authorize the Chair to Sign.

This item was pulled and continued to the January 24, 2023 Board of Supervisors Meeting.

5.15 Approve Contract Between County of Lake and Adams Ashby Group for HOME and CDBG Loan Portfolio Management Services in the Amount of $50,000, from January 1, 2023 to December 31, 2024, and Authorize the Chair to Sign.

5.16 Approve Amendment One to the Agreement between the County of Lake on behalf of CSA-02, Spring Valley and Anchor QEA, LLC for Engineering and Design Services for the Spring Valley Lake Recovery Project for an Increase of $134,351.00 to the Contract Amount.

5.17 Approve Agreement between County of Lake and Harmony Research for professional research services related to Tax Default Land Sales in an amount not to exceed $307,500 and authorize the Chair to sign

On motion of Supervisor Sabatier, and by vote of the Board, approved consent agenda items 5.1 through 5.17 with the exception of items 5.11, 5.12, and 5.14 which were pulled for further discussion. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Green, Pyska, and Crandell

6. Timed Items

6.1 9:01 A.M. - Election of Chair of the Board of Supervisors and Vice-Chair of the Board of Supervisors for 2023 (Outgoing Chair conducts election)

Chair Crandell introduced the item to the Board.

Chair Crandell asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

On motion of Supervisor Sabatier, and by vote of the Board, nominated Jessica Pyska as Chair and Moke Simon as Vice-Chair of the Board of Supervisors. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Green, Pyska, and Crandell

6.2 9:02 A.M. - (Sitting as the Lake County Board of Equalization) - Election of Chair and Vice-Chair of the Lake County Local Board of Equalization for 2023

Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

On motion of Commissioner Sabatier, and by vote of the Commission, nominated Jessica Pyska as Chair and Moke Simon as Vice-Chair of the Lake County Board of Equalization. The motion carried by the following vote:

Ayes- Commissioner: 5 - Simon, Sabatier, Crandell, Green, and Pyska

6.3 9:03 A.M. - (Sitting as the Lake County In-Home Supportive Services) - Election of Chair and Vice-Chair of the Lake County In-Home Supportive Services Public Authority Board of Directors for 2023

Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

On motion of Director Sabatier, and by vote of the Board, nominated Jessica Pyska as Chair and Moke Simon as Vice-Chair to the Lake County In-Home Supportive Services. The motion carried by the following vote:

Ayes- Director: 5 - Simon, Sabatier, Crandell, Green, and Pyska

6.4 9:04 A.M. – (ERRATUM) a) Administer Oath of Office to District 2 Supervisor Bruno Sabatier; and b) Administer Oath of Office to District 3 Supervisor Eddie Crandell; and c) Administer Oath of Office to Treasurer-Tax Collector Patrick Sullivan; and d) Administer Oath of Office to County Clerk-Auditor Jenavive Herrington; and e) Administer Oath of Office to Sheriff-Coroner Eutice Howe; and f) Administer Oath of Office to Assessor-Recorder Richard Ford; and g) Administer Oath of Office to District Attorney Susan Krones; and h) Administer Oath of Office to Lake County Superintendent of Schools Brock Falkenberg

Registrar of Voters Maria Valadez administered the Oath of Office to District 2 Supervisor Bruno Sabatier, District 3 Supervisor Eddie Crandell, Treasurer-Tax Collector Patrick Sullivan, County Clerk-Auditor Jenavive Herrington, Sheriff-Coroner Eutice Howe, Assessor-Recorder Richard Ford, District Attorney Susan Krones, Lake County Superintendent of Schools Brock Falkenberg. Chair Pyska read a statement from Sheriff Rob Howe.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

Ceremonial item only.

6.5 9:06 A.M. - Public Input

Public Members Haji Warf and Greg Bianchinni spoke.

6.6 9:07 A.M. - Presentation of Proclamation Designating the Month of January 2023 As Human Trafficking Awareness Month in Lake County

Supervisor Simon read the proclamation into the record and presented it to the Lake Family Resource Center. Lake Family Resource Center Program Manager Cara Roberts spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

This Ceremonial item was read into the record and presented.

6.7 9:11 A.M. - Reappoint members of the Lake County Planning Commission for a two year term (a) Reappoint District 1 Commissioner John Hess; (b) Reappoint District 2 Commissioner Everardo Chavez Perez; (c) Reappoint District 3 Commissioner Batulwin A. Brown; (d) Reappoint District 4 Commissioner Christina Price; and (e) Reappoint District 5 Commissioner Maile Field

a) Chair Pyska introduced the item to the Board. County Counsel Anita Grant spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

b) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

c) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

d) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak and the following person spoke via Zoom: Jennifer Smith. No one else wished to speak and the public input portion of this item was closed.

e) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak and the following person spoke via Zoom: Richard Derum. No one else wished to speak and the public input portion of this item was closed.

a) On motion of Supervisor Simon, and by vote of the Board, appointed John Hess as District 1 Planning Commissioner. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

b) On motion of Supervisor Sabatier, and by vote of the Board, appointed Everardo Chavez Perez as District 2 Planning Commissioner. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

c) On motion of Supervisor Crandell, and by vote of the Board, appointed Batulwin A. Brown as District 3 Planning Commissioner. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

d) On motion of Supervisor Green, and by vote of the Board, appointed Christina Price as District 4 Planning Commissioner. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

e) On motion of Supervisor Simon, and by vote of the Board, appointed Maile Field as District 5 Planning Commissioner. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

6.8 9:30 A.M. - Consideration of Proclamation Declaring the Existence of a Local Emergency Due to Persistent Drought, Habitat Loss and Potential Extinction of Clear Lake Hitch

Supervisor Green introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak and the following person present in the Board of Supervisors Chambers spoke: Phil Moy. The following people spoke via Zoom: Jeanine Pfeiffer and Sarah Ryan. No one else wished to speak and the public input portion of this item was closed.

There was Board Consensus to continued the item to the January 24, 2023 Board of Supervisors Meeting.

6.9 1:15 P.M. - Consideration of an Agreement to Provide Funding in Support of the BUILD Program, Facilitated by North Coast Opportunities, Inc., in the Not-to-Exceed Amount of $800,000

Deputy County Administrative Officer Matthew Rothstein presented the item to the Board. North Coast Opportunity Representatives Robyn Bera, Deric Feedler, and Michael Willis spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

On motion of Supervisor Sabatier, and by vote of the Board, approved Agreement to Provide Funding in Support of the BUILD Program, Facilitated by North Coast Opportunities, Inc., in the Not-to-Exceed Amount of $800,000 with amendment to add an annual presentation. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

7. Non-Timed Items

7.1 Supervisors' weekly calendar, travel and reports

7.2 Consideration of Direction to the Cannabis Task Force to Prioritize Regulations Surrounding Cannabis Retail Operations in the 1st Quarter of 2023

Chair Pyska presented the item to the Board. Community Development Director Mireya Turner and County Counsel Anita Grant spoke.

Chair Pyska asked if anyone present wished to speak and the following people present in the Board of Supervisors Chambers spoke: Sharron Zoller and Joan Moss. The following people spoke via Zoom: Erin McCarrick, Richard Derum, and Jennifer Smith. No one else wished to speak and the public input portion of this item was closed.

Direction was given to staff to gather options on the topics discussed today from the Cannabis Task Force and then the Planning Commission and return to the Board of Supervisors with recommendations regarding a) appropriate level of permitting and b) options for regulating concentrations of retail permits.

7.3 Consideration of Behavioral Health Service Department's Update Regarding Tribal 638 Clinic Payment Process and New Life Clinic, LLC.

Behavioral Health Director Todd Metcalf introduced the item to the Board. Jennifer Kent presented the item to the Board. Behavioral Health Fiscal Manager Christine Andrus, Deputy Director of Behavioral Health April Giambra, and Deputy Director of Behavioral Health Elise Jones spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

Presentation Only.

7.4 Consideration of the PLHA Loan Agreement, PLHA Deed of Trust, PLHA Promissory Note, PLHA Regulatory Agreement, MHSA/HHAP Loan Agreement, MHSA/HHAP Deed of Trust, MHSA/HHAP Promissory Note, Chase/County Subordination Agreement, County/Sponsor Subordination Agreement, County/DDS Subordination Agreement for the Collier Avenue Housing Project.

Behavioral Health Director Todd Metcalf presented the item to the Board. Deputy Director of Behavioral Health Elise Jones, Behavioral Health Program Manager Scott Abbott, Beth Matsumoto, County Counsel Anita Grant, William DiCamillo, and Assistant County Administrative Officer Stephen Carter spoke.

Chair Pyska asked if anyone present wished to speak and the following person present in the Board of Supervisors Chambers spoke: Joan Moss. No one else wished to speak and the public input portion of this item was closed.

On motion of Supervisor Sabatier, and by vote of the Board, approved addition of a special meeting on January 13, 2023 at 1:00 P.M. to discuss this item. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

7.5 Consideration of Amendment Number One (1) to the Agreement between County of Lake and Native American Mental Health Services dba North American Mental Health Services for Telepsychiatry Services for Fiscal Years 2022-23, 2023-24, and 2024-25 for a new Contract Maximum of $3,875,877.36 and Authorize the Board Chair to Sign.

Behavioral Health Director Todd Metcalf presented the item to the Board. Deputy Behavioral Health Director Elise Jones spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

On motion of Supervisor Sabatier, and by vote of the Board, approved Amendment Number One (1) to the Agreement between County of Lake and Native American Mental Health Services dba North American Mental Health Services for Telepsychiatry Services for Fiscal Years 2022-23, 2023-24, and 2024-25 for a new Contract Maximum of $3,875,879.76 with amendment to section 3 to correlate with the same number and section 4.5 updated so each of the totals of the fiscal years are $1,291,959.92 and authorized the Board Chair to Sign. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

7.6 Consideration of 2023 Committee Assignments for Members of the Board of Supervisors

Chair Pyska introduced the item to the Board. County Administrative Officer Susan Parker and County Counsel Anita Grant spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input potion of this item was closed.

There was board consensus to return with an item to remove committees that are no longer active.

On motion of Supervisor Sabatier, and by vote of the Board, approved committee assignments with amendments to make Supervisor Sabatier primary and Supervisor Green alternate on the Continuum of Care, Supervisor Pyska alternate on the RCRC, GSFA, GSCA, and CSAC, and Supervisor Green as alternate on the Blue Ribbon Committee. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

7.7 Consideration of the following Advisory Board Appointments:

a) Chair Pyska introduced the item to the Board. Animal Care and Control Director Jonathan Armas spoke.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

b) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

c) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak and the following person present in the Board of Supervisors Chambers spoke: Tom Narquette. No one else wished to speak and the public input portion of this item was closed.

d) The Countywide Parks and Recreation appointment was continue to a future date.

e) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

f) The East Region Town Hall appointment was continued to a future date.

g) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

h) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

i) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

j) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

k) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

l) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

m) Supervisor Crandell introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak and the following person present in the Board of Supervisors Chambers spoke: Kurt McKelvy. The following person spoke via Zoom: Amelia Smithson. No one else wished to speak and the public input portion of this item was closed.

n) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

o) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

p) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

q) Chair Pyska introduced the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

a) On motion of Supervisor Sabatier, and by vote of the Board, appointed Janice Hornby, Susan Cozad, Lynne Kary-Rana, Tracy Thrasher-Hilger, Kendall Naber, and Beverly Benedict Hill to the Animal Care and Control Committee. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

b) On motion of Supervisor Sabatier, and by vote of the Board, appointed Theresa Showen to the Child Care Council. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

c) On motion of Supervisor Sabatier, and by vote of the Board, appointed Christopher Nettles, Cathleen McCarthy, Donald Strickler, and Kenneth Schneider to the Cobb Advisory Council. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

d) Continued to a future date.

e) On motion of Supervisor Crandell, and by vote of the Board, appointed James McDole, Scott Prewett, and Edward Smith to the Spring Valley CSA#2. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

f) Continued to a future date.

g) On motion of Supervisor Sabatier, and by vote of the Board, appointed Katie Baza as EMT Representative, Ashley Giahgrosso as Private Ambulance, and William Sapeta as Fire Department. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

h) On motion of Supervisor Simon, and by vote of the Board, appointed Roland Ledoux as General Public District 1, Brandon Hallengren as recreation, Richard Hinchcliff as General Public District 4, and Steven Mayfield as General Public District 5. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

i) On motion of Supervisor Green, and by vote of the Board, appointed Marcia Wells and Shirley Templeton to the Hartley Cemetery District. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

j) On motion of Supervisor Crandell, and by vote of the Board, appointed Elizabeth Larson to Heritage Commission. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

k) On motion of Supervisor Crandell, and by vote of the Board, appointed Teresa Fetter Johnson to the In Home Support Services Public Authority Advisory Committee. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

l) On motion of Supervisor Simon, and by vote of the Board, appointed Robert Renker to the Kelseyville Cemetery District. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

m) Continued to a future date.

n) On motion of Supervisor Sabatier, and by vote of the Board, appointed Kim Schott, Nicole Curreri, and Carrie Manning to the Maternal Child and Adolescent Health Committee. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

o) On motion of Supervisor Simon, and by vote of the Board, appointed Kate Schmidt-Hopper to the Resource Conservation District. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

p) On motion of Supervisor Crandell, and by vote of the Board, appointed Claudine Pedroncelli, Linda Alexander, Melinda Wright, and Thomas Aceves to the Western Region Town Hall. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

q) On motion of Supervisor Crandell, and by vote of the Board, appointed Anita Crabtree, Maia Duncan, and Valerie Duncan to the Upper Lake Cemetery District. The motion carried by the

following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

7.8 Consideration of Delegation of Investment Authority to Treasurer – Tax Collector

Treasurer-Tax Collector Patrick Sullivan presented the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

On motion of Supervisor Simon, and by vote of the Board, approved Delegation of Investment Authority to the Treasurer-Tax Collector. The motion carried by the following vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

7.9 Consideration of Resolution Authorizing Investment of Monies in the Local Agency Investment Fund

Treasurer-Tax Collector Patrick Sullivan presented the item to the Board.

Chair Pyska asked if anyone present wished to speak and the following person present in the Board of Supervisors Chambers spoke: Michael Wagner. No one else wished to speak and the public input portion of this item was closed.

Supervisor Sabatier offered the resolution and it passed by roll call vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

Enactment No: Resolution No. 2023-01

7.10 ADDENDUM - Second Reading of an Ordinance Amending Section 2-3A.1 of Article I, Chapter 2 of the Lake County Code

County Administrative Officer Susan Parker presented the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

Supervisor Green offered the ordinance and it passed by roll call vote:

Ayes- Supervisors: 4 - Simon, Crandell, Green, and Pyska

Nays- Supervisor: 1 - Sabatier

Enactment No: Ordinance 3128

7.11 ADDENDUM - Consideration of Resolution Authorizing Investment of Monies with U.S. Bank NA and Authorizing the County Treasurer to Act as the Duly Authorized and Qualified Representative

Treasurer-Tax Collector Patrick Sullivan presented the item to the Board.

Chair Pyska asked if anyone present wished to speak. No one wished to speak and the public input portion of this item was closed.

Supervisor Sabatier offered the resolution and it was passed by roll call vote:

Ayes- Supervisors: 5 - Simon, Sabatier, Crandell, Green, and Pyska

Enactment No: Resolution No. 2023-02

8. Closed Session

Chair Pyska announced that the Board would now go into Closed Session at 3:14 p.m. for the reasons stated on the agenda.

The Board reconvened into Regular Session at 5:05 p.m. having taken no action.

8.1 Public Employee Evaluation:
Title: Health Services Director

8.2 3:30 P.M. - Public Employee Appointment Pursuant to Gov. Code Section 54957(b)(1):

Interviews for Public Health Officer
Appointment of Public Health Officer

9. Adjournment

There being no further business, the Board of Supervisors adjourned at 5:05 p.m.

SUSAN PARKER
Clerk of the Board

By: _____
Johanna DeLong
Assistant Clerk of the Board

_____
Chair-Lake County Board of Supervisors

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**5.11

Memorandum

Date: **November 12, 2022**

To: **The Honorable Lake County Board of Supervisors**

From: **Rob Howe, Sheriff/Coroner**

Subject: (a) Approve purchase of vehicle equipment from Precision Wireless in an amount not to exceed $175,000 from the Sheriff/Coroner budget 2201 Object Code 28.30; and (b) Authorize the Sheriff/Coroner or his designee to issue a purchase order

Executive Summary: The Sheriff's Department issued two request for quotes (RFQ) for the purchase of pursuit equipment for seven recently ordered Ford Explorer's, one of which is a K9 vehicle and one Chevy Tahoe K9 vehicle. Three bidders were sent RFQ's and the bid results are listed on the attached spreadsheet. The prices below are per vehicle and do not include installation.

Pursuit build (SUV)
Sutter Buttes: Did not submit the bid properly so this vendor was disqualified. They did not submit a second bid.
Lehr: $11,542.43 plus 10% local vendor preference ($1,154.24) = $12,696.67
Precision Wireless **$12,569.20**

K9 build (Tahoe) (This bid does not include a K9 cage as this vehicle and cage were purchased separately with donated funds).
Sutter Buttes: No bid submitted
Lehr: $12,200.73 plus 10% local vendor preference ($1,220.07) = $13,420.80. Note: Lehr did not submit bids on all equipment and therefore their bid was less.
Precision Wireless: **$13,653.13**

K9 build (SUV)
Sutter Buttes: No bid submitted
Lehr: $17,170.80 plus 10% local vendor preference ($1,717.03) = $18,887.33. Note: Lehr did not submit bids on all equipment and therefore their bid was less.
Precision Wireless: **$ 17,731.19.**

The bid is being awarded to Precision Wireless. Precision Wireless is a local vendor, and the 10% local vendor preference was used to determine the low bidder.

Installation costs are not included in this bid and due to the fluctuation in shipping costs, the amount may change by the time of shipment from the manufacturer.

Please authorize the Sheriff/Coroner or his designee to issue a purchase order in an amount not to exceed $175,000 to Precision Wireless, to be paid from the Sheriff/Coroner budget 2201, object code 28.30. These funds are currently budgeted and being paid by the use of Cannabis funds that were approved during the mid year budget process.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _175,000__ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☒ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☒ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: (a) Approve purchase of vehicle equipment from Precision Wireless in an amount not to exceed $175,000 from the Sheriff/Coroner budget 2201 Object Code 28.30; and (b) Authorize the Sheriff/Coroner or his designee to issue a purchase order

	Precision	Lehr	Sutter Buttes		Precision	Precision K9	Lehr	Lehr K9	Sutter Buttes
					Tahoe	SUV	Tahoe	SUV	No Bid?
Sutter bid flat rate - unable to verify equipment			$ 10,997.00						
PB450L4 Setina Push Bumper with four lights	$ 950.00	$ 895.20			$ 1,050.00	$ 950.00	$ 895.20	$ 895.20	
Siren Speaker 123 dB Speaker, Nylon composite	$ 250.00	$ 199.99			$ 250.00	$ 250.00	$ 199.99	$ 199.99	
Siren Speaker Bracket, Explorer, 2010	$ 35.00	$ 34.30			$ 35.00	$ 35.00	$ 29.40	$ 34.30	
LIBERTY II DUO LIGHT BAR RW/BW C&F RA/BA REAR TA	$ 2,450.00	$ 2,399.00			$ 2,450.00	$ 2,450.00	$ 2,199.00	$ 2,199.00	
NEW Police Interceptor Utility, Adjustable Leveling Foot / 2020 / Liberty™ II, Legacy®, Freedom® IV 48"-55" and Justice® 56" Strap Kit	$ 89.00				$ 95.00	$ 89.00			
Low-Profile Angled Console for 2020-2021 Ford Interceptor Utility HAVIS	$ 315.00	$ 251.50			$ 742.00	$ 395.00			
Console medium angled							$ 585.00	$ 314.25	
Top mount armrest					$ 182.00		$ 118.71		
Cup holder for Havis Console	$ 38.00	$ 34.06			$ 38.00	$ 38.00			
Mic Clip Bracket, Havis Console (2)	$ 26.00	$ 27.26			$ 26.00	$ 26.00	$ 28.50	$ 32.30	
Magnetic Mic Kit (2)	$ 98.00	$ 71.90			$ 98.00	$ 98.00	$ 71.91	$ 71.91	
Faceplate Havis Console XTL	$ -	$ -							
1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	$ -	$ -							
Havis Faceplate Blank 2 inch	$ -	$ -					$ 50.25	$ 50.25	
Faceblplate Blank 1/2", Havis	$ -	$ -							
Havis Blank 1 inch	$ -	$ -							
3-12v Outlet 4-USB outlet	$ 40.00	$ 37.50			$ 40.00	$ 40.00			
Power box							$ 37.50	$ 37.50	
Dual weapons lock, Setina	$ 429.00	$ 351.20							
Single T Rail mount blac rac lock					$ 769.00	$ 769.00	$ 615.20	$ 615.20	
RBVS RP 75/25 Coated Poly Partition, Panel Style	$ 781.00	$ 727.20							
RP Recessed PanelTall MarrkVthout Conduit Window Style									
Model 8 75/25 StationaryCoated									
Scratch-Resistant Polycarbonate									
Full Replacement Prisoner Seat Center Pull Belts 2020 PI SUV	$ 804.00	$ 751.20							
Setina Window Bars, Vertical Steel SUV PI 2020	$ 295.00	$ 255.20							
#12VS COATED POLY REAR PARTITION 2020 PI UTILITY	$ 584.00	$ 471.20							
EZ Lift Cargo Deck W/Radio Tray 2020 UTIL, Setina	$ 1,295.00	$ 1,183.20							
Cargo box					$ 1,550.00	$ 1,295.00	$ 1,519.20	$ 1,519.20	
Cargo box radio tray					$ 389.00		$ 311.99	$ 311.99	
VERTEX STROBE RED	$ 99.00	$ 84.99			$ 125.00	$ 125.00			
VERTEX STROBE, BLUE	$ 99.00	$ 84.99			$ 125.00	$ 125.00			
Whelen CARBIDE Siren Controller AMP	$ 1,250.00	$ 1,099.00			$ 1,250.00	$ 1,250.00			
w/Canpor/TA									

Cencom Core control center **NO per ACS**							$ 1,049.00	$ 1,049.00	
Control Head 18	$ -	$ -							
Push-button, 4-PSS, MIC									
OBDII INSTALL KIT	$ -	$ -							
Antenna, line kit and connector (2)	$ 98.00	$ 89.45			$ 98.00	$ 98.00			
ChargeGuard, 30 amp on/off timer switch	$ 98.00	$ 76.48			$ 98.00	$ 98.00	$ 80.25	$ 80.25	
Motorola Door Mic Kit for second Microphone on Passenger side of vehicle	$ 225.00				$ 225.00	$ 225.00			
Drive Reach Vehicle Cell Signal Booster Kit	$ 475.00	$ 474.05			$ 475.00	$ 475.00	$ 499.00	$ 499.00	
Roofmount cell antenna only. Dual band,	$ 30.00	$ 17.99			$ 30.00	$ 30.00	$ 15.29	$ 15.29	
5.odb gain. Wilson Electronics									
INSTALLATION HARDWARE KIT FOR UPFITTER CAR BUILDS	$ 475.00								
Shipping and handling/Shipping/Freight	$ 250.00	$ 295.00	$ 600.00		$ 1,000.00	$ 1,000.00	$ 250.00	$ 500.00	
Total shipping is unknown at this time. Shipping costs may be higher due to fuel price and other current issues.									
Will not know freight costs until delivery is									
Sales Tax	$ 991.20	$ 904.97	$ 962.24		$ 1,014.13	$ 1,346.19	$ 961.55	$ 1,350.88	
Patrol power harness		$ 725.60					$ 725.60	$ 725.60	
	$ 12,569.20	$ 11,542.43	$ 12,559.24		$ 12,154.13	$ 11,207.19	$ 10,242.54	$ 10,501.11	$ -
Local vendor preference at 10%		$ 1,154.24	$ 1,255.92						
	$ 12,569.20	$ 12,696.67	$ 13,815.16						
Total estimate for 6 patrol car builds	**$ 75,415.20**								
K9 cage from Ray Allen for Ford SUV									
K-9 cage Havis						$ 5,025.00		$ 4,711.50	
K9 hot and pop					$ 1,499.00	$ 1,499.00	$ 1,424.05	$ 1,424.05	
10" fan							$ 492.00	$ 492.00	
Coax cable							$ 29.64	$ 29.64	
Antenna							$ 12.50	$ 12.50	
									$ -
Totals for K9 vehicles					**$ 13,653.13**	**$ 17,731.19**	**$ 12,200.73**	**$ 17,170.80**	
Local vendor preference at 10%							$ 1,220.07	$ 1,717.03	
Total estimate for patrol car builds minus the equipment the vendor did not bid							$ 13,420.80	$ 18,887.83	

K9 SUV

Precision Wireless Service

930 Shiloh Rd.
Building 40, Suite 4
Windsor, CA 95492

(707) 836-6855

EQUIPMENT PROPOSAL

Date	Quote Number
1/16/2023	6821

NAME / ADDRESS
Lake County Sheriff Accts Payable PO Box 489 Lakeport, CA. 95453

Ship To
New SUV

P. O. Number	Terms	Due Date	Rep		Phone
New SUV	Net 10	6/20/2022			

ITEM	DESCRIPTION	QTY	COST	TOTAL
BK2019ITU20	PB450L4 Setina Push Bumper with four lights	1	950.00	950.00T
SA315P	Siren Speaker 123 dB Speaker, Nylon composite	1	250.00	250.00T
SAK1	Siren Speaker Bracket, Explorer, 2010	1	35.00	35.00T
IB8DEDE	LIBERTY II DUO LIGHT BAR RW/BW C&F RA/BA REAR TA	1	2,450.00	2,450.00T
MKAJ105	NEW Police Interceptor Utility, Adjustable Leveling Foot / 2020 / Liberty™ II, Legacy®, Freedom® IV 48"-55" and Justice® 56" Strap Kit	1	89.00	89.00T
C-VS-1400-INUT-1	Low-Profile Angled Console for 2020-2021 Ford Interceptor Utility HAVIS	1	395.00	395.00T
C-CUP2-I	Cup holder for Havis Console	1	38.00	38.00T
C-MCB	Mic Clip Bracket, Havis Console	2	13.00	26.00T
MMSU-1	Magnetic Mic Kit	2	49.00	98.00T
C-EB25-XTL-1P	Faceplate Havis Console XTL	1	0.00	0.00T
C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00T
C-FP-2	Havis Faceplate Blank 2 inch	1	0.00	0.00T
C-FP-05	Faceplate Blank, 1/2", Havis	1	0.00	0.00T
C-FP-1	Havis Blank 1 inch	1	0.00	0.00T
14.0553.USB	3-12v Outlet 4-USB outlet	1	40.00	40.00T
GK0068E	BLAC-RAC Weapons Mount System with T-Rail with electric lock and overhead mount system	1	769.00	769.00T

Thank you for choosing Precision Wireless Service!

TOTAL

Accepted By:

Precision Wireless Service

930 Shiloh Rd.
Building 40, Suite 4
Windsor, CA 95492

(707) 836-6855

EQUIPMENT PROPOSAL

Date	Quote Number
1/16/2023	6821

NAME / ADDRESS
Lake County Sheriff **Accts Payable** **PO Box 489** **Lakeport, CA. 95453**

Ship To
New SUV

P. O. Number	Terms	Due Date	Rep		Phone
New SUV	Net 10	6/20/2022			

ITEM	DESCRIPTION	QTY	COST	TOTAL
K9-F28-PT	Havis K9-F28-PT K9 Prisoner Transport System For 2020-2023 Ford Interceptor Utility – White	1	5,025.00	5,025.00T
HP5020	HOT-N-POP® PRO (Model# HP-5020)	1	1,499.00	1,499.00T
TK2307ITU20 TK0841 ITU20	EZ Lift Cargo Deck W/Radio Tray 2020 UTIL, Setina	1	1,295.00	1,295.00T
VTX609R	VERTEX STROBE RED	1	125.00	125.00T
VTX609B	VERTEX STROBE, BLUE	1	125.00	125.00T
CCSRNT5	Whelen CARBIDE Siren Controller AMP w/Canpor/TA	1	1,250.00	1,250.00T
CANCTL7	Control Head 18 Push-button, 4-PSS, MIC	1	0.00	0.00T
CC5K1	OBDII INSTALL KIT	1	0.00	0.00T
Anten & line	Antenna, line kit and connector	2	49.00	98.00T
CG-X	ChargeGuard, 30 amp on/off timer switch	1	98.00	98.00T
ACC DOOR MIC-MOTO...	Motorola Door Mic Kit for second Microphone on Passenger side of vehicle	1	225.00	225.00T
470154	Drive Reach Vehicle Cell Signal Booster Kit	1	475.00	475.00T
301104	Roofmount cell antenna only. Dual band, 5.odb gain. Wilson Electronics	1	30.00	30.00T
Shipping	Shipping and handling Total shipping is unknown at this time. Shipping costs may be higher due to fuel price and other current issues. Will not know freight costs until delivery is made	1	1,000.00	1,000.00
	Sales Tax		8.75%	1,346.19

Thank you for choosing Precision Wireless Service!

TOTAL $17,731.19

Information herein is proprietary and confidential and cannot be shared outside of your company without written consent from owners of Precision Wireless Service.

Accepted By: _____

SUV K9

Sales Quote

9240 Prototype Dr Reno, NV 89521
Phone: 775-507-2460 Fax:

Quote Number: 39183
Document Date: 1/17/2023
Terms: Net 30
Payment Method:

Sell To: Lake County Sheriff's Office
P.O.Box 489
Lakeport, CA 95453
USA
Phone: 707-262-4200

Ship To: Lake County Sheriff Department
1220 Martin Street
Lakeport, CA 95453
USA
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 40850
SalesPerson Mike McGee
Campaign No.

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2022 FORD UTILITY K9 PATROL EQUIPMENT				
	EQUIPMENT SPEC'D BY R.WARD				
BK2019ITU20	PB450L4 LIGHTED PUSH BUMPER ION TRIO R/B/W 20+ UTILITY DS-RED // PS-BLUE	Setina	1	895.20	895.20
EX0011	PATROL POWER HARNESS FRT MNT PI UTIL 2020	Patrol Power	1	725.60	725.60
SA315P	SIREN SPEAKER 100W	Whelen	1	199.99	199.99
SAK9	SPEAKER BRACKET	Whelen no core	1	34.30	34.30
C399	CENCOM CORE WCX CONTROL CENTER	Whelen wrong one	1	1,049.00	1,049.00 ?
CCTL7	WECAN-X 21 BUTTON/SLIDE CONTROL HEAD	Whelen	1		
C399K4	OBDII CANPORT CABLE KIT FORD W/O OEM OPTION 61B	Whelen	1		
BB8DEDE-LEHR	PROMO LIBERTY II DUO WCX 48"	Whelen	1	2,199.00	2,199.00
STPKT105	STRAP KIT UTILITY 2020-	Whelen	1		
C-VS-1400-INUT-1	CONSOLE 2020 UTILITY	Havis	1	314.25	314.25 Ford
C-EB40-CCS-1P	FACE PLATE 1 PC 4"	Havis	1		
C-EB25-MA5-1P	FACE PLATE 1 PC 2.5"	Havis	1		
C-EB35-RHP-1P	FACE PLATE 1 PC 3.5"	Havis	1		
CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER 4"	Havis	1	50.25	50.25
C-ARM-103	TOP MOUNT ARMREST LG FLIP UP PAD	Havis Delete	1	118.71	118.71
C-MCB	MICLIP BRACKET	Havis	2	16.15	32.30
MMSU-1	MAGNETIC MIC KIT	Magnetic Mic	2	35.955	71.91
14.0553.USB	NEW# 14.0434.000 (DUAL 2.4A OR 4 1.2A) POWER BOX	Able 2 / Sho-Me	1	37.50	37.50
GK0068E	SINGLE T-RAIL MNT W/1082E BLAC RAC LOCK	Setina	1	615.20	615.20
K9-F28-PT	K9 PRISONER TRANSPORT CELL	Havis	1	4,711.50	4,711.50
HP5020B	K9 HOT-N-POP PRO	Ace K-9	1	1,424.05	1,424.05
K9-A-104	10" FAN W/ GUARD	Havis	1	492.00	492.00
NMO-K-DS	COAX CABLE	Misc Radio Parts	1	29.64	29.64

did not bid on and door mic

Sales Quote

9240 Prototype Dr Reno, NV 89521
Phone: 775-507-2460 Fax:

Quote Number: 39183
Document Date: 1/17/2023
Terms: Net 30
Payment Method:

Sell To: Lake County Sheriff's Office
P.O.Box 489
Lakeport, CA 95453
USA
Phone: 707-262-4200

Ship To: Lake County Sheriff Department
1220 Martin Street
Lakeport, CA 95453
USA
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 40850
SalesPerson Mike McGee
Campaign No.

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
QW152	ANTENNA 152-156MHZ	Misc Radio Parts	1	12.50	12.50
CG-X	CHRGGRD, UNV,	Havis	1	80.25	80.25
470154	DRIVE REACH CELL BOOSTER	Wilson Elect	1	499.00	499.00
311104	WILSON CELLULAR ANTENNA	Wilson Elect	1	15.29	15.29
TK0841ITU20	CARGO BOX DSE-DRWR SLD/ELEC LK BSN-BASE SLD/NO LK	Setina WRONG #	1	1,519.20	1,519.20
TPA9289	CARGO BOX RADIO TRAY	Setina	1	311.99	311.99
	UNKNOWN IF HAVIS KP-PT WILL WORK WITH SETINA REAR STORAGE				
F	Shipping Charges	Service Items	1	500.00	500.00

Agency Approval
Name: _____
Auth. Signature: _____

Amount Subject to Sales Tax
15438.63
Amount Exempt from Sales Tax
500.00

Subtotal:	**15,938.63**
Total Sales Tax:	1350.88
Total:	**17,289.51**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Precision Wireless Service

930 Shiloh Rd.
Building 40, Suite 4
Windsor, CA 95492

Tahoe

EQUIPMENT PROPOSAL

Date	Quote Number
1/16/2023	6822

(707) 836-6855

NAME / ADDRESS
Lake County Sheriff **Accts Payable** **PO Box 489** **Lakeport, CA. 95453**

Ship To
K9-Tahoe

P. O. Number	Terms	Due Date	Rep		Phone
	Net 10	1/26/2023			

ITEM	DESCRIPTION	QTY	COST	TOTAL
BK2019TAH21	Push Bumper 2023 Tahoe four lights, PB450L4 Aluminum Bumper ION	1	1,050.00	1,050.00T
SA315P	Siren Speaker 123 dB Speaker, Nylon composite	1	250.00	250.00T
SAK1	Siren Speaker Bracket, Explorer, 2010	1	35.00	35.00T
IB2DEDE	Lightbar, 54" DUO+™ Color, Red/Clear, Blue/Clear TA	1	2,450.00	2,450.00T
MKEZ101	Strap Kit NEW Silverado 1500 / 2019 / 54"-56"	1	95.00	95.00T
C-VS-1012-TAH-1	Havis Standard 9" Wide Medium Angled 22" Vehicle-Specific Console for 2021 Chevrolet Tahoe Police Pursuit Vehicle	1	742.00	742.00T
C-CUP2-I	Cup holder for Havis Console	1	38.00	38.00T
C-MCB	Mic Clip Bracket, Havis Console	2	13.00	26.00T
MMSU-1	Magnetic Mic Kit	2	49.00	98.00T
C-EB25-XTL-1P	Faceplate Havis Console XTL	1	0.00	0.00T
C-EB40-CCS-1P	1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom CCSRN, CCSRNTA, MPC03	1	0.00	0.00T
C-FP-2	Havis Faceplate Blank 2 inch	1	0.00	0.00T
C-FP-05	Faceplate Blank, 1/2", Havis	1	0.00	0.00T
C-FP-1	Havis Blank 1 inch	1	0.00	0.00T
C-ARM-103	Arm Rest Havis Console	1	182.00	182.00T
14.0553.USB	3-12v Outlet 4-USB outlet	1	40.00	40.00T
GK0068E	BLAC-RAC Weapons Mount System with T-Rail with electric lock and overhead mount system	1	769.00	769.00T
HP5020	HOT-N-POP® PRO (Model# HP-5020)	1	1,499.00	1,499.00T

Thank you for choosing Precision Wireless Service!

TOTAL

Accepted By:

Precision Wireless Service

EQUIPMENT PROPOSAL

930 Shiloh Rd.
Building 40, Suite 4
Windsor, CA 95492

(707) 836-6855

Date	Quote Number
1/16/2023	6822

NAME / ADDRESS
Lake County Sheriff **Accts Payable** **PO Box 489** **Lakeport, CA. 95453**

Ship To
K9-Tahoe

P. O. Number	Terms	Due Date	Rep		Phone
	Net 10	1/26/2023			

ITEM	DESCRIPTION	QTY	COST	TOTAL
CCSRNT5	Whelen CARBIDE Siren Controller AMP w/Canpor/TA	1	1,250.00	? 1,250.00T
CANCTL7	Control Head 18 Push-button, 4-PSS, MIC	1	0.00	0.00T
CC5K1	OBDII INSTALL KIT	1	0.00	0.00T
VTX609R	VERTEX STROBE RED	1	125.00	125.00T
VTX609B	VERTEX STROBE, BLUE	1	125.00	125.00T
Anten & line	Antenna, line kit and connector	2 1	49.00	98.00 49.00T
CG-X	ChargeGuard, 30 amp on/off timer switch	1	98.00	98.00T
ACC DOOR MIC-MOTO...	Motorola Door Mic Kit for second Microphone on Passenger side of vehicle	1	225.00	225.00T
470154	Drive Reach Vehicle Cell Signal Booster Kit	1	475.00	475.00T
301104	Roofmount cell antenna only. Dual band, 5.odb gain. Wilson Electronics	1	30.00	30.00T
TK0841TAH21	Cargo Box Tahoe 2023, Cargo Storage System – DSE – BSN	1	1,550.00	1,550.00T
TPA9289	Lower Radio Tray, Setina	1	389.00	389.00T
Shipping	Shipping	1	1,000.00	1,000.00
	Sales Tax		8.75%	1,014.13

Thank you for choosing Precision Wireless Service!

TOTAL $13,604.13

Information herein is proprietary and confidential and cannot be shared outside of your company without written consent from owners of Precision Wireless Service.

Accepted By: _____

Tahoe

Sales Quote

Page: 1

9240 Prototype Dr Reno, NV 89521
Phone: 775-507-2460 Fax:

Quote Number: 37794
Document Date: 1/17/2023
Terms: Net 30
Payment Method:

Sell To: Lake County Sheriff's Office
P.O.Box 489
Lakeport, CA 95453
USA
Phone: 707-262-4200

Ship To: Lake County Sheriff Department
1220 Martin Street
Lakeport, CA 95453
USA
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 40850
SalesPerson Mike McGee
Campaign No.

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
	2023 TAHOE K9 PATROL EQUIPMENT				
	SPEC'D BY R.WARD				
BK2019TAH21	PB450L4 ALUM BUMPER ION	Setina	1	895.20	895.20
	DS-RED // PS-BLUE				
TA0021	WIRING HARNESS 2021 TAHOE Underhood	Patrol Power	1	725.60	725.60
SA315P	SIREN SPEAKER 100W	Whelen	1	199.99	199.99
SAK9	SPEAKER BRACKET	Whelen	1	29.40	29.40
C399	CENCOM CORE WCX CONTROL CENTER	Whelen	1	1,049.00	1,049.00 ?
CCTL7	WECAN-X 21 BUTTON/SLIDE CONTROL HEAD	Whelen	1		
C399K6	OBD II CANPORT KIT TAHOE/SUB 2021	Whelen	1		
BB2DEDE-LEHR	54" LIBERTY II DUO WCX	Whelen	1	2,199.00	2,199.00
STPKT101	STRAP KIT SILVERADO 1500 2019-2020	Whelen	1		
C-VS-1012-TAH-1	22" CHEVY TAHOE 2021+ CONSOLE VEHICLE SPECIFIC	Havis Tahoe	1	585.00	585.00
C-EB40-CCS-1P	FACE PLATE 1 PC 4" - CENCOM	Havis	1		
C-EB25-MA5-1P	FACE PLATE 1 PC 2.5" - XTL5000	Havis	1		
C-EB35-RHP-1P	FACE PLATE 1 PC 3.5" - HOT N POP	Havis	1		
CUP2-1001	SELF-ADJUSTING DOUBLE CUP HOLDER 4"	Havis	1	50.25	50.25
C-FP-3	FACE PLATE 3"	Havis	2		
C-FP-2	FACE PLATE 2"	Havis	1		
C-ARM-103	TOP MOUNT ARMREST LG FLIP UP PAD	Havis	1	118.71	118.71
C-MCB	MICLIP BRACKET	Havis	2	14.25	28.50
MMSU-1	MAGNETIC MIC KIT	Magnetic Mic	2	35.955	71.91
14.0553.USB	NEW# 14.0434.000 (DUAL 2.4A OR 4 1.2A) POWER BOX	Able 2 / Sho-Me	1	37.50	37.50
GK0068E	SINGLE T-RAIL MNT W/1082E BLAC RAC LOCK	Setina	1	615.20	615.20
HP5020B	K9 HOT-N-POP PRO	Ace K-9	1	1,424.05	1,424.05
K9-A-104	10" FAN W/ GUARD	Havis	1	492.00	492.00
NMO-K-DS	COAX CABLE	Misc Radio Parts	1	29.64	29.64

Tahoe

Did not bid on 2nd door mic.

Sales Quote

9240 Prototype Dr Reno, NV 89521
Phone: 775-507-2460 Fax:

Quote Number: 37794
Document Date: 1/17/2023
Terms: Net 30
Payment Method:

Sell To: Lake County Sheriff's Office
P.O.Box 489
Lakeport, CA 95453
USA
Phone: 707-262-4200

Ship To: Lake County Sheriff Department
1220 Martin Street
Lakeport, CA 95453
USA
Phone: 800-982-8468

Ship Via
Tax Ident. Type Legal Entity

Customer ID 40850
SalesPerson Mike McGee
Campaign No.

Vehicle Information:

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE UNLESS OTHERWISE SPECIFIED

Item No.	Description	Manufacturer Name	Quantity	Unit Price	Total Price
QW152	ANTENNA 152-156MHZ	Misc Radio Parts	1	12.50	12.50
CG-X	CHRGGRD, UNV,	Havis	1	80.25	80.25
470154	DRIVE REACH CELL BOOSTER	Wilson Elect	1	499.00	499.00
311104	WILSON CELLULAR ANTENNA	Wilson Elect	1	15.29	15.29
TK0841TAH21	CARGO BOX - DSE - BSN	Setina	1	1,519.20	1,519.20
TPA9289	CARGO BOX RADIO TRAY	Setina	1	311.99	311.99
	UNKNOWN IF HAVIS KP-PT WILL WORK WITH SETINA REAR STORAGE				
F	Shipping Charges	Service Items	1	250.00	250.00

Agency Approval

Name: _____

Auth. Signature: _____

Amount Subject to Sales Tax
10989.18
Amount Exempt from Sales Tax
250.00

Subtotal:	**11,239.18**
Total Sales Tax:	961.55
Total:	**12,200.73**

PLEASE READ: No returns without approval and an RMA# will be accepted. All shortages, damage, or return claims must be made within 10 days of invoice date. NO EXCEPTIONS. A copy of the invoice and RMA paperwork must be shipped with returns. All return orders or cancellations are subject to a 25% restocking fee plus freight. Any change orders made 60 days prior to the installation date may be subject to a production delay and pricing changes. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**5.12

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Rob Howe, Sheriff/Coroner**

Subject: **(a) Approve Mortuary Services agreement between the County of Lake and Chapel of the Lakes Mortuary, and authorize the Chair to sign; (b) Approve the first amendment to Facility Agreement for Autopsy Services between the County of Lake and Chapel of the Lakes Mortuary to be effective February 1, 2023, and authorize the Chair to sign; (c) Approve the first amendment to Mortuary Services Agreement between the County of Lake and Jones Mortuary, to be effective February 1, 2023, and authorize the Chair to sign; (d) Approve the first amendment to Mortuary Services Agreement between the County of Lake and Jones and Lewis Mortuary, to be effective February 1, 2023, and authorize the Chair to sign.**

Executive Summary: The Sheriff's Department requests your Board's approval of the attached Agreement/Amendments for mortuary and autopsy services.

The Sheriff's Office requests your Board's approval of the Mortuary Services Agreement with Chapel of the Lakes Mortuary for mortuary services. This agreement is effective February 1st, 2023, and will continue year to year unless amended.

The Sheriff's Office requests your Board's approval of the first amendment for autopsy services with Chapel of the Lakes Mortuary. The amendment includes increases in various fees for services that have been requested by Chapel of the Lakes Mortuary. The last increase for these fees was in 2017. This amendment is effective February 1, 2023.

The Sheriff's Office requests your Board's approval of amendments for mortuary services with Jones Mortuary and Jones and Lewis Mortuary. The amendments include increases in various fees for services that have been requested by the mortuaries. The last increase for these fees was in 2018. These amendments are effective February 1, 2023.

The Sheriff's Office did not complete a RFP as we utilize the services of all three local Mortuaries, on a rotating basis, as has been the procedure in the past. The Sheriff's Office conducted a survey of surrounding counties and determined the requested increases were reasonable. Each Mortuary was contacted and have agreed to the changes.

It is anticipated there will be an approximate $40,000 annual increase. Additional funding will be requested in the Sheriff/Coroner budget 2201 during the next budget cycle.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: **(a) Approve Mortuary Services agreement between the County of Lake and Chapel of the Lakes Mortuary, and authorize the Chair to sign; (b) Approve the first amendment to Facility Agreement for Autopsy Services between the County of Lake and Chapel of the Lakes Mortuary to be effective February 1, 2023, and authorize the Chair to sign; (c) Approve the first amendment to Mortuary Services Agreement between the County of Lake and Jones Mortuary, to be effective February 1, 2023, and authorize the Chair to sign; (d) Approve the first amendment to Mortuary Services Agreement between the County of Lake and Jones and Lewis Mortuary, to be effective February 1, 2023, and authorize the Chair to sign**

AGREEMENT FOR MORTUARY SERVICES

THIS AGREEMENT, is entered into on _____, by and between the County of Lake, hereinafter "COUNTY" and Chapel of the Lakes Mortuary, hereinafter "CONTRACTOR"

WHEREAS, COUNTY is in need of professional mortuary services; and

WHEREAS, CONTRACTOR is a licensed mortuary in the State of California and is qualified and willing to provide said services; and

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall provide to COUNTY those mortuary services associated with the removal and transport of decedent remains as well as those indigent cremation services described in Attachment "A-1" and "A-2", attached hereto and incorporated by reference herein, as requested and directed by the Lake County Sheriff- Coroner or his designee.

2. ALL requests for compensation by CONTRACTOR for specific services described in Attachment "A-1" and "A-2"" and performed by CONTRACTOR shall be made by invoicing in a COUNTY-approved format, submitted by CONTRACTOR to the Sheriff- Coroner on a monthly basis. Said claims shall be submitted by CONTRACTOR no later than the 15th day of each month. CONTRACTOR shall only receive compensation for those services described and properly submitted.

3. Should the Agreement be terminated prior to June 30 of any fiscal year, any final request for compensation must be made by CONTRACTOR within thirty (30) days of that notice of termination.

4. COUNTY and/or its designated audit agency shall have the right to audit and inspect all financial accountings and other records of CONTRACTOR which pertain to services performed by CONTRACTOR for COUNTY pursuant to this Agreement. CONTRACTOR shall be financially responsible for all audit exceptions resulting from any such audits.

5. Should the removal of remains require the CONTRACTOR to use more staff and/or procedures different from those generally required for removal, the cost of such additional staff and/or different procedures shall be borne solely by CONTRACTOR.

6. CONTRACTOR shall respond, when dispatched, within 30-45 minutes, but in no event shall CONTRACTOR's response time exceed 60 minutes.

ANCILLARY SERVICES TO BE PERFORMED BY CONTRACTOR

7. In addition to those services described in Attachment "A-1" and "A-2", CONTRACTOR agrees to be responsible for the removal of remains upon COUNTY's request. In said circumstances and in circumstances where the removal of remains occurs when the CONTRACTOR is retained by a decedent's estate or next of kin to perform mortuary services, CONTRACTOR agrees there shall be no separate cost billed for such removal. In all other circumstances of removal within the County, CONTRACTOR may bill the decedent's estate or next of kin for the actual cost of the removal service. If the removal fee is not paid by the estate or next of kin within one hundred twenty (120) days of the CONTRACTOR having billed for that service, the CONTRACTOR may submit the unpaid bill to the Lake County Sheriff-Coroner for payment. In no event shall the In County removal cost submitted to the Lake County Sheriff-Coroner for payment exceed one hundred and sixty dollars ($160.00)

8. In the case of a transfer of the remains outside the County of Lake, the CONTRACTOR shall bill the decedent's estate or next of kin for the additional out of county charges shown on Attachment A-1. If the deceased is transferred to a mortuary/funeral home outside of Lake County, the CONTRACTOR will instruct that mortuary/funeral home to bring a check for the $250.00 payable to the Lake County Sheriff/Coroner when they arrive to pick up the remains. CONTRACTOR will then include in their monthly billing to the COUNTY, the charge for reimbursement of the $250.00 for the removal.

9. CONTRACTOR agrees that no removal fee shall be billed in any of the following circumstances:

a. The decedent was indigent and the decedent's next of kin will not/cannot assume financial responsibility for disposition of the decedent's remains included in Attachment "A-2";

b. The decedent was a minor under the age of fourteen years;

c. The decedent has been determined by the Lake County Sheriff-Coroner to have died as the result of the criminal acts of another in which acts the decedent was not a criminal participant.

COUNTY'S RESPONSIBILITIES

10. COUNTY shall compensate CONTRACTOR for each requested service at the rates provided in Attachment "A-1" and "A-2" based upon a written request for compensation from CONTRACTOR as described in paragraph 2 hereinabove. COUNTY shall remit payment on all claims which are timely submitted as described in paragraph 2 hereinabove within 30 days of receipt.

TERM

11. This Agreement shall commence on February 1st, 2023 and shall continue from year to year unless amended upon agreement of both parties or unless earlier terminated as hereinafter provided.

TERMINATION

12. This Agreement shall be effective on the date hereinabove entered into and shall continue in full force and effect until and unless terminated by either COUNTY, by and through the Sheriff-Coroner, or by CONTRACTOR, upon thirty (30) days written notice to the other party.

ASSIGNMENT

13. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

SUBCONTRACTING

14. CONTRACTOR shall not subcontract any portion of the services to be performed pursuant to this Agreement without the prior written approval of COUNTY.

INSURANCE

15. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

(a) Compensation Insurance. CONTRACTOR shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

(b) Public Liability and Property Damage Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONTRACTOR's liability.

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(c) Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Agreement, until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its Officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(d) Professional Liability Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which CONTRACTOR is liable. Said insurance shall be written with limits of not less than One million dollars ($1,000,000).

(e) CONTRACTOR shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs (b) and (c) hereinabove.

INDEMNIFICATION-HOLD HARMLESS

16. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

INDEPENDENT CONTRACTOR

17. It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.

MODIFICATION

18. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Sheriff-Coroner or his designee.

NON-DISCRIMINATION IN EMPLOYMENT

19. In the performance of the work authorized under this Agreement, CONTRACTOR, and/or any permitted subcontractor, shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40). CONTRACTOR and/or any permitted subcontractor understands and agrees that CONTRACTOR is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations, and ordinances.

ATTORNEY'S FEES AND COSTS

20. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

LICENSING

21. CONTRACTOR shall possess all licenses associated with the provision of services under this Agreement and shall meet all professional and legal requirements to maintain all said licenses in good standing.

INTEREST OF CONTRACTOR

22. CONTRACTOR hereby covenants that CONTRACTOR has, at the time of the execution of this Agreement, no interest, direct or indirect, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

SEVERABILITY

23. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

NOTICES

24. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Sheriff-Coroner
1220 Martin Street
Lakeport, California 95453

Chapel of the Lakes MORTUARY
Steve Estrada
1625 N. High Street
Lakeport, CA 95453

ADDITIONAL PROVISIONS

25. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lake County, California, on the day and year first written above.

COUNTY OF LAKE

_____

Chair, Board of Supervisors

CHAPEL OF THE LAKES MORTUARY

Steve Estrada
General Manager

ATTEST: Susan Parker

Clerk of the Board of Supervisors

By:_____

APPROVED AS TO FORM

Anita Grant
County Counsel

ATTACHMENT "A1"

	ACTIVITY	FEE
1.	Medical Waste Disposal	$35.00 per mo. as needed
2.	Equipment	Billed at Contractor's rate
3.	Transport:	
	a. To Sacramento Coroner's Department	$375.00 Round Trip
	b. To Sonoma County Morgue Facility	$225.00 Round Trip
	C. To Napa County Morgue Facility	$300.00 Round Trip
	d. To UC Santa Cruz	$525.00 Round Trip
	e. To San Francisco Medical Examiner	$450.00 Round Trip
	f. To St. Helena	$225.00 Round Trip
	g. Transport between local mortuary facilities	$47.50 or $95.00 Round Trip
	h. To Sutter Lakeside Hospital for CT/Xrays	$100.00 Round Trip
	i. To Chapel of the Lakes for autopsy per decedent	$115.00 Round Trip
	j. To all other locations	$75.00/Hour
4.	Body Transport Pouch	
	a. To be supplied by County for the collection and preservation of evidence only	No Cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor	No Cost to County
	c. Upon request by County employees, County may Purchase from Contractor for the collection and Preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof)	$60.00/ Unit

ATTACHMENT "A-2"

	ACTIVITY	FEE
1	Indigent Cremation Services Including limited services of funeral director and staff, transfer of remains to the funeral home within Lake County, refrigerated care up to 10 days, cremation, Death certificate fee, Department of Consumer Affairs fee, disposition permit, a rigid cremation container and minimum urn	$1,000
2	Additional Days of Refrigeration Storage (# of days to be agreed upon by County and Contractor)	$25.00/ day
3	Oversized Indigent Cremation Services (in excess of 300 lbs.)	$225.00
	Airtray (if needed)	$120.00
4	Cremated Remains to be Returned to County for Storage in Evidence	Included
5	Scattering at Sea	$75.00
6	Revised Disposition Permit	$12.00

AGREEMENT FOR AUTOPSY FACILITIES

THIS AGREEMENT, is entered into November 28, 2017, by and between the County of Lake, by and through the Office of the Sheriff-Coroner, hereinafter "COUNTY" and Chapel of the Lakes Mortuary, hereinafter "CONTRACTOR"

WHEREAS, COUNTY is in need of facilities for the purpose of conducting autopsies, which facilities must meet certain clearly delineated specifications; and

WHEREAS, CONTRACTOR is a licensed mortuary in the State of California and is qualified and willing to provide said facilities; and

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR'S RESPONSIBILITIES

1. As needed by the COUNTY, CONTRACTOR shall provide to COUNTY a facility meeting all specifications enumerated in Attachment "A", attached hereto and incorporated by reference herein, for the Sheriff-Coroner and/or its contracted pathologist(s) to perform those functions associated with an inquiry into and a determination of the circumstances, manner, and cause of death as required by Government Code Section 27491.

2. CONTRACTOR shall provide the COUNTY with a facility which is in compliance with all applicable, federal, state and/or local laws and regulations now in effect or hereinafter promulgated and said facility shall be maintained in strict compliance with the specifications set forth in Attachment "A" during the term of this Agreement.

3. Upon termination of this Agreement, any final request for compensation must be made by CONTRACTOR within thirty (30) days.

4. COUNTY and/or its designated audit agency shall have the right to audit and inspect all financial accountings and other records of CONTRACTOR which pertain to the maintenance of the facility provided by CONTRACTOR for COUNTY pursuant to this Agreement.

COUNTY'S RESPONSIBILITIES

5. COUNTY shall compensate CONTRACTOR for the use of its facility in the amount stated and in the manner described in Attachment "B" attached hereto and incorporated herein by reference.

TERM

6. This Agreement shall commence on July 1, 2017 and shall continue from year to year unless amended upon the agreement of both parties or unless earlier terminated as hereinafter provided.

TERMINATION

7. This Agreement shall be effective on the date hereinabove entered into and shall continue in full force and effect until and unless terminated by either COUNTY, by and through the Sheriff-Coroner, or by CONTRACTOR, upon thirty (30) days written notice to the other party.

ASSIGNMENT

8. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

SUBCONTRACTING

9. CONTRACTOR shall not subcontract any portion of the services to be performed pursuant to this Agreement without the prior written approval of COUNTY.

INSURANCE

10. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

    CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

    Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

(a) Compensation Insurance. CONTRACTOR shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

(b) Public Liability and Property Damage Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONTRACTOR's liability.

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(c) Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Agreement, until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its Officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(d) Professional Liability Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which CONTRACTOR is liable. Said insurance shall be written with limits of not less than One million dollars ($1,000,000).

(e) CONTRACTOR shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs (b) and (c) hereinabove.

INDEMNIFICATION-HOLD HARMLESS

11. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

INDEPENDENT CONTRACTOR

12. It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent CONTRACTOR and is not an employee, agent, or servant of COUNTY.

MODIFICATION

13. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by Brian Martin, Sheriff-Coroner.

NON-DISCRIMINATION IN EMPLOYMENT

14. In the performance of the work authorized under this Agreement, CONTRACTOR, and/or any permitted subcontractor, shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40). CONTRACTOR and/or any permitted subcontractor understands and agrees that CONTRACTOR is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations, and ordinances.

ATTORNEY'S FEES AND COSTS

15. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

LICENSING

16. CONTRACTOR shall possess all licenses associated with the provision of services under this Agreement and shall meet all professional and legal requirements to maintain all said licenses in good standing.

DUE PERFORMANCE – DEFAULT

17. Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ____ days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

    Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

INTEREST OF CONTRACTOR

18. CONTRACTOR hereby covenants that CONTRACTOR has, at the time of the execution of this Agreement, no interest, direct or indirect, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

NON-EXCLUSIVE AGREEMENT

19. This Agreement is nonexclusive and the County shall have the right to obtain similar services from another source or, when necessary, add additional facilities in order to meet its obligations under Government Code Section 27491

SEVERABILITY

20. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

NOTICES

21. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Sheriff-Coroner
1220 Martin Street
Lakeport, California 95453

Chapel of the Lakes MORTUARY
Steve Estrada, Manager
1625 N. High Street
Lakeport, CA 95453

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ADDITIONAL PROVISIONS

22. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supercedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

Jeff Smith, Chairman
Board of Supervisors

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

APPROVED AS TO FORM:

Anita L. Grant
County Counsel

Chapel of the Lakes MORTUARY

Steve Estrada
Manager

BOARD OF SUPERVISORS
LAKE COUNTY, CAL

BOARD OF SUPERVISORS
LAKE COUNTY, CAL

The within instrument is a correct copy of the document on file in this office.
ATTEST: 11/28/17
CAROL J. HUCHINGSON
Clerk of the Board of Supervisors of the State of California in and for the County of Lake
By:

Attachment "A"

- Adequate Ventilation – A negative pressure system for ventilation is needed for protection the pathologist, mortuary staff and investigators attending the autopsy from the transmission of infection diseases. This type of ventilation would also exhaust odors from the exam room and provide fresh air to staff.

- Adequate Lighting – Dr. Benjamin is requesting the type of lighting such is commonly used in operating rooms. She explained that proper gross examination of tissue is not possible without adequate illumination. These lights are commonly mounted to the ceiling and can be moved and adjusted for optimum visualization.

- Weight Scale – Dr. Benjamin is requesting a scale for both weighing the decedent and the organs. At this time the decedent's weight is currently taken from their driver's license, which is not very accurate. Accurate body weight is necessary for calculating body mass index. The body scale would need to be capable of accurately weighing up to 1,000 pounds. The organ scale is typically made of stainless steel and normally has a ten to twelve pound capacity.

- Adjustable Gurney / Operating Table – The autopsy table should have the ability to both lock and adjust. This is necessary to avoid neck and back strain by both the pathologist and the prosector. The table must be equivalent to the Ferno Model 101-H, Hydraulic Operating Table. This table is adjustable using three foot pedals and tilts for drainage.

- Dedicated room for conducting autopsy examinations – The room where the autopsy examination is performed should be free of distractions from the normal flow of business of the mortuary. I know in the past, Dr. Benjamin has had to stop her examinations, due to mortuary staff arriving at the mortuary and placing decedents in the refrigerator. The minimum working space needs to be no less than 220 square feet. This working space is the minimum need for Dr. Benjamin and an assistant. This does not include additional space, which would be optimal for investigators and other law enforcement officials to attend the autopsies.

- Counter Space – There should be sufficient counter space for the pathologist to place tools, personal protective equipment, needles, specimen containers and for filling out paperwork. Additional space is needed for law enforcement personnel to place their equipment and supplies when they attend postmortem examinations.

- Autopsy Station – The area where tissue is sectioned should have free flowing water over the cutting board at all times and should be constructed of stainless steel. The station should also have a hand held hose for rinsing off blood and other fluids/tissue, and have an in sink disposal system. Due to the lack of an autopsy station, Dr. Benjamin has had to place the cutting board across the decedent's legs and use that as her work station to section and obtain tissue samples.

- **Staff** – At least one individual is need to undress the decedent, roll them so their back can be examined and, if necessary, place the decedent on their pack for posterior neck dissections, spinal cord removal, or retrieval of projectiles. Staff is also necessary for cleanup of the room after the autopsy.

Attachment "B"

- The use of the autopsy facility will be at a minimum rate of $225.00 per 3 hour period. Time for charges will start ½ hour prior to the pathologist's scheduled arrival and will end after all remains have been properly taken care of and the autopsy facility has been cleaned and disinfected.

- Additional hours consecutive to the first 3 hours will be at a rate of $75.00 per hour.

- The autopsy facility will provide a qualified staff person to assist the pathologist, take care of the remains after autopsy and take care of the cleaning and disinfecting necessary after each case at a rate o $125.00 per case.

- In cases that require visual inspection of remains with the assistance of our staff, the rate will be $125.00 per event.

- If the autopsy facility is scheduled for an autopsy and the pathologist has to change the time or cancel after the decedent has already been placed in the room, there will be a charge of $75.00.This is due to requiring a staff member to be at the facility at a specified time as well as taking care of the remains and disinfection of the facility.

- Remains from other mortuaries will need to arrive at Chapel of the Lakes Mortuary ½ hour prior to the pathologist's scheduled arrival for autopsy and will need to be picked up at a scheduled time.

- In order to assist the civilian coroner, face pictures and blood draws at our convenience will continue to be at no charge. However, when those things are needed urgently, there will be a charge of $75.00 in order to bring a staff member in to facilitate the request.

- Full body pictures require 2 people and will be $75.00 if the civilian coroner assists or $125.00 if we use 2 staff members.

- A Medical Waste Account will be set up billing the Lake County Coroner to accommodate medical waste that is accumulated for autopsy purposes.

FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF LAKE AND CHAPEL OF THE LAKES MORTUARY FOR AUTOPSY SERVICES

This amendment to Agreement is made this _____ day of _____, 2023 by and between the County of Lake (hereinafter referred to as "COUNTY") and Chapel of the Lakes Mortuary, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for use of their facility for the purpose of conducting autopsies on November 28th, 2017; and

WHEREAS, it is necessary to amend said contract to increase portions of the compensation paid to the CONTRACTOR for such services.

NOW, THEREFORE, the parties hereto agree as follows:

All fees referenced in the attachments "B" shall be effective as of February 1st, 2023.

Except as specifically modified herein, all other fees, terms and provisions of the November 28th, 2017 Agreement shall remain in full force and effect.

Executed at Lake County, California, on the day and year first written above.

COUNTY OF LAKE

_____

Chair, Board of Supervisors

CHAPEL OF THE LAKES MORTUARY

_____

Steve Estrada
General Manager

ATTEST: Susan Parker

Clerk of the Board of Supervisors

By:_____

APPROVED AS TO FORM

_____

Anita Grant
County Counsel

Attachment "B"

- The use of the autopsy facility will be at a minimum rate of $270.00 for 3 hour period. Time for charges will start 1 hour prior to the pathologist's scheduled arrival and will end 1 hour after the pathology staff leaves.

- Additional hours consecutive to the first 3 hours will be at a rate of $90.00 per hour.

- The autopsy facility will provide a qualified staff person to assist the pathologist, take care of the remains after autopsy and take care of the cleaning and disinfecting necessary after each case at a rate of $75.00 per hour for the first 8 hours. Additional hours exceeding the first 8 hours will be at a rate of $100.00 per hour.

- In cases that require visual inspection of remains with the assistance of our staff, the rate will be $125.00 per event.

- If the autopsy facility is scheduled for an autopsy and the pathologist has to change the time or cancel after the decedent has already been placed in the room, there will be a charge of $75.00.This is due to requiring a staff member to be at the facility at a specified time as well as taking care of the remains and disinfection of the facility.

- Remains from other mortuaries will need to arrive at Chapel of the Lakes Mortuary 1 hour prior to the pathologist's scheduled arrival for autopsy and will need to be picked up at a scheduled time.

- In order to assist the deputy coroner, face pictures and blood draws at our convenience will continue to be at no charge. However, when those things are needed urgently, there will be a charge of $75.00 in order to bring a staff member in to facilitate the request.

- Full body pictures require 2 people and will be $75.00 if the deputy coroner assists or $125.00 if we use 2 staff members.

- A Medical Waste Account will be set up billing the Lake County Coroner to accommodate medical waste that is accumulated for autopsy purposes.

- New body bag after autopsy $2.50 each.

AGREEMENT FOR MORTUARY SERVICES

THIS AGREEMENT, is entered into October 16, 2018, by and between the County of Lake, hereinafter "COUNTY" and Jones Mortuary, hereinafter "CONTRACTOR"

WHEREAS, COUNTY is in need of professional mortuary services; and

WHEREAS, CONTRACTOR is a licensed mortuary in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall provide to COUNTY those mortuary services associated with the removal and transport of decedent remains described in Attachment "A-1", attached hereto and incorporated herein by reference as well as those indigent cremation services described in Attachment "A-2", attached hereto and incorporated by reference herein, as requested and directed by the Lake County Sheriff-Coroner or his designee.

2. ALL requests for compensation by CONTRACTOR for specific services described in Attachments "A-1" and "A-2" and performed by CONTRACTOR shall be made by use of a COUNTY-approved claim form submitted by CONTRACTOR to the Sheriff-Coroner on a monthly basis. Said claims shall be submitted by CONTRACTOR no later than the 15th day of each month. CONTRACTOR shall only receive compensation for those services described on a properly submitted and COUNTY-approved claim form.

3. Should the Agreement be terminated prior to June 30 of any fiscal year, any final request for compensation must be made by CONTRACTOR within thirty (30) days of that notice of termination.

4. COUNTY and/or its designated audit agency shall have the right to audit and inspect all financial accountings and other records of CONTRACTOR which pertain to services performed by CONTRACTOR for COUNTY pursuant to this Agreement. CONTRACTOR shall be financially responsible for all audit exceptions resulting from any such audits.

5. Should the removal of remains require the CONTRACTOR to use more staff and/or procedures different from those generally required for removal, the cost of such additional staff and/or different procedures shall be borne solely by CONTRACTOR.

6. CONTRACTOR shall respond, when dispatched, within 30-45 minutes, but in no event shall CONTRACTOR's response time exceed 60 minutes.

ANCILLARY SERVICES TO BE PERFORMED BY CONTRACTOR

7. In addition to those services described in Attachment "A", CONTRACTOR agrees to be responsible for the removal of remains upon COUNTY's request. In said circumstances and in circumstances where the removal of remains occurs when the CONTRACTOR is retained by a decedent's estate or next of kin to perform mortuary services, CONTRACTOR agrees there shall be no separate cost billed for such removal. In all other circumstances of removal within the County, CONTRACTOR may bill the decedent's estate or next of kin for the actual cost of the removal service. If the removal fee is not paid by the estate or next of kin within one hundred twenty (120) days of the CONTRACTOR having billed for that service, the CONTRACTOR may submit the unpaid bill to the Lake County Sheriff-Coroner for payment. In no event shall the removal cost submitted to the Lake County Sheriff-Coroner for payment exceed one hundred and sixty dollars ($160.00)

8. In the case of a transfer of the remains outside the County of Lake, the CONTRACTOR shall bill the decedent's estate or next of kin or, if another mortuary is responsible for the final arrangements for the decedent, CONTRACTOR shall bill that mortuary for the out-of-county transfer costs.

9. CONTRACTOR agrees that no removal fee shall be billed in any of the following circumstances:

a. The decedent was indigent and the decedent's next of kin will not/cannot assume financial responsibility for disposition of the decedent's remains;

b. The decedent was a minor under the age of fourteen years;

c. The decedent has been determined by the Lake County Sheriff-Coroner to have died as the result of the criminal acts of another in which acts the decedent was not a criminal participant.

COUNTY'S RESPONSIBILITIES

10. COUNTY shall compensate CONTRACTOR for each requested service at the rates provided in Attachments "A-1" and "A-2" based upon a written request for compensation from CONTRACTOR as described in paragraph 2 hereinabove. COUNTY shall remit payment on all claims which are timely submitted as described in paragraph 2 hereinabove within 30 days of receipt.

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TERM

11. This Agreement shall commence on July 1, 2018 and shall continue from year to year unless amended upon agreement of both parties or unless earlier terminated as hereinafter provided.

TERMINATION

12. This Agreement shall be effective on the date hereinabove entered into and shall continue in full force and effect until and unless terminated by either COUNTY, by and through the Sheriff-Coroner, or by CONTRACTOR, upon thirty (30) days written notice to the other party.

ASSIGNMENT

13. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

SUBCONTRACTING

14. CONTRACTOR shall not subcontract any portion of the services to be performed pursuant tothis Agreement without the prior written approval of COUNTY.

INSURANCE

15. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required herein, certificates ofinsurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

(a) Compensation Insurance. CONTRACTOR shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

(b) Public Liability and Property Damage Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONTRACTOR's liability.

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has delivered to COUNTY an"Additional Insured Endorsement" naming COUNTY, its officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(c) Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Agreement, until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its Officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(d) Professional Liability Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which CONTRACTOR is liable. Said insurance shall be written with limits of not less than One million dollars ($1,000,000).

(e) CONTRACTOR shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum

limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs (b) and (c) hereinabove.

INDEMNIFICATION-HOLD HARMLESS

16. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

INDEPENDENT CONTRACTOR

17. It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.

MODIFICATION

18. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Sheriff-Coroner or his designee.

NON-DISCRIMINATION IN EMPLOYMENT

19. In the performance of the work authorized under this Agreement, CONTRACTOR, and/or any permitted subcontractor, shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40). CONTRACTOR and/or any permitted subcontractor understands and agrees that CONTRACTOR is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations, and ordinances.

ATTORNEY'S FEES AND COSTS

20. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

LICENSING

21. CONTRACTOR shall possess all licenses associated with the provision of services under this Agreement and shall meet all professional and legal requirements to maintain all said licenses in goodstanding.

INTEREST OF CONTRACTOR

22. CONTRACTOR hereby covenants that CONTRACTOR has, at the time of the execution of this Agreement, no interest, direct or indirect, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

SEVERABILITY

23. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affectedthereby.

NOTICES

24. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Sheriff-Coroner
1220 Martin Street
Lakeport, California 95453

Jones and Lewis MORTUARY
Sirre Reed
16140 Main Street
Lower Lake, CA 95457

ADDITIONAL PROVISIONS

25. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations,

conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

Jim Steele, Chairman
Board of Supervisors

Jones and Lewis MORTUARY

Sirre Reed
Manager

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

By:

APPROVED AS TO FORM:

Anita Grant
County Counsel

ATTACHMENT "A-1"

	ACTIVITY	FEE
1.	Medical Waste Disposal	$35.00 per mo. as needed
2.	Equipment	Billed at Contractor's rate
3.	Transport:	
	a. To Sacramento Coroner's Department, per trip	$250.00
	b. To Sonoma County Morgue Facility, per trip	$150.00
	c. To Napa County Morgue Facility, per trip	$200.00
	d. To UC Santa Cruz, per trip	$400.00
	e. To San Francisco Medical Examiner, per trip	$300.00
	f. To St. Helena, per trip	$150.00
	g. Transport between facilities (local)	$47.50 or $95.00 round trip
8.	Body Transport Pouch:	
	a. To be supplied by County for the collection and preservation of evidence only.	No cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor.	No cost to County
	c. Upon request by County employees, County may purchase from Contractor for the collection and preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof).	$60.00 per unit.

ATTACHMENT "A-2"

	ACTIVITY	FEE
1.	Indigent Cremation Services (Including transfer of remains to the funeral home, crematory, Death certificate fee and disposition permit, refrigerated care up to 10 days, minimum urn)	$800.00
2.	Refrigeration and Storage of up to 10 days	Included
3.	Additional Days of Refrigeration Storage (# of days to be agreed upon by County and Contractor)	$25.00 per day
4.	Body Transport Pouch:	
	a. To be supplied by County for the collection and preservation of evidence only.	No cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor.	No cost to County
	c. Upon request by County employees, County may purchase from Contractor for the collection and preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof).	$60.00 per unit.
5.	Transport from out of Lake County	$50 per driving hour or
	a. To Sacramento Coroner's Department, per trip	$250.00
	b. To Sonoma County Morgue Facility, per trip	$150.00
	c. To Napa County Morgue Facility, per trip	$200.00
	d. To UC Santa Cruz, per trip	$400.00
	e. To San Francisco Medical Examiner, per trip	$300.00
	f. To St. Helena, per trip	$150.00

6.	Oversized Indigent Cremation Services	
	(in excess of 300 lbs.)	$225.00
	Airtray (if needed)	$50.00
7.	Cremated Remains to be Returned to County	
	for Storage in Evidence	Included
8.	Scattering at Sea	$50.00
9.	Amended death certificate	$12.00

FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF LAKE AND JONES MORTUARY FOR MORTUARY SERVICES

This amendment to Agreement is made this _____ day of _____, 2023 by and between the County of Lake (hereinafter referred to as "COUNTY") and Jones Mortuary, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for mortuary services on October 16th, 2018; and

WHEREAS, it is necessary to amend said contract to increase portions of the compensation paid to the CONTRACTOR for such services.

NOW, THEREFORE, the parties hereto agree as follows:

All fees referenced in the attachments "A-1" and A-2" shall be effective as of February 1st, 2023.

Except as specifically modified herein, all other fees, terms and provisions of the October 16th, 2018 Agreement shall remain in full force and effect.

Executed at Lake County, California, on the day and year first written above.

COUNTY OF LAKE

_____

Chair, Board of Supervisors

JONES MORTUARY

_____

Victor Semenyuk
Executive Vice President

ATTEST: Susan Parker

Clerk of the Board of Supervisors

By:_____

APPROVED AS TO FORM

_____

Anita Grant
County Counse

ATTACHMENT "A1"

	ACTIVITY	FEE
1.	Medical Waste Disposal	$35.00 per mo. as needed
2.	Equipment	Billed at Contractor's rate
3.	Transport:	
	a. To Sacramento Coroner's Department	$375.00 Round Trip
	b. To Sonoma County Morgue Facility	$225.00 Round Trip
	C. To Napa County Morgue Facility	$300.00 Round Trip
	d. To UC Santa Cruz	$525.00 Round Trip
	e. To San Francisco Medical Examiner	$450.00 Round Trip
	f. To St. Helena	$225.00 Round Trip
	g. Transport between local mortuary facilities	$47.50 or $95.00 Round Trip
	h. To Sutter Lakeside Hospital for CT/Xrays	$100.00 Round Trip
	i. To Chapel of the Lakes for autopsy per decedent	$115.00 Round Trip
	j. To all other locations	$75.00/Hour
4.	Body Transport Pouch	
	a. To be supplied by County for the collection and preservation of evidence only	No Cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor	No Cost to County
	c. Upon request by County employees, County may Purchase from Contractor for the collection and Preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof)	$60.00/ Unit

ATTACHMENT "A-2"

	ACTIVITY	FEE
1	Indigent Cremation Services Including limited services of funeral director and staff, transfer of remains to the funeral home within Lake County, refrigerated care up to 10 days, cremation, Death certificate fee, Department of Consumer Affairs fee, disposition permit, a rigid cremation container and minimum urn	$1,000
2	Additional Days of Refrigeration Storage	$25.00/ day
	(# of days to be agreed upon by County and Contractor)	
3	Oversized Indigent Cremation Services	$225.00
	(in excess of 300 lbs.)	
	Airtray (if needed)	$120.00
4	Cremated Remains to be Returned to County for Storage in Evidence	Included
5	Scattering at Sea	$75.00
6	Revised Disposition Permit	$12.00

AGREEMENT FOR MORTUARY SERVICES

THIS AGREEMENT, is entered into October 16 , 2018, by and between the County of Lake, hereinafter "COUNTY" and Jones and Lewis Mortuary, hereinafter "CONTRACTOR"

WHEREAS, COUNTY is in need of professional mortuary services; and

WHEREAS, CONTRACTOR is a licensed mortuary in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR'S RESPONSIBILITIES

1. CONTRACTOR shall provide to COUNTY those mortuary services associated with the removal and transport of decedent remains described in Attachment "A-1", attached hereto and incorporated herein by reference as well as those indigent cremation services described in Attachment "A-2", attached hereto and incorporated by reference herein, as requested and directed by the Lake County Sheriff-Coroner or his designee.

2. ALL requests for compensation by CONTRACTOR for specific services described in Attachments "A-1" and "A-2" and performed by CONTRACTOR shall be made by use of a COUNTY-approved claim form submitted by CONTRACTOR to the Sheriff-Coroner on a monthly basis. Said claims shall be submitted by CONTRACTOR no later than the 15th day of each month. CONTRACTOR shall only receive compensation for those services described on a properly submitted and COUNTY-approved claim form.

3. Should the Agreement be terminated prior to June 30 of any fiscal year, any final request for compensation must be made by CONTRACTOR within thirty (30) days of that notice of termination.

4. COUNTY and/or its designated audit agency shall have the right to audit and inspect all financial accountings and other records of CONTRACTOR which pertain to services performed by CONTRACTOR for COUNTY pursuant to this Agreement. CONTRACTOR shall be financially responsible for all audit exceptions resulting from any such audits.

5. Should the removal of remains require the CONTRACTOR to use more staff and/or procedures different from those generally required for removal, the cost of such additional staff and/or different procedures shall be borne solely by CONTRACTOR.

6. CONTRACTOR shall respond, when dispatched, within 30-45 minutes, but in no event shall CONTRACTOR's response time exceed 60 minutes.

ANCILLARY SERVICES TO BE PERFORMED BY CONTRACTOR

7. In addition to those services described in Attachment "A", CONTRACTOR agrees to be responsible for the removal of remains upon COUNTY's request. In said circumstances and in circumstances where the removal of remains occurs when the CONTRACTOR is retained by a decedent's estate or next of kin to perform mortuary services, CONTRACTOR agrees there shall be no separate cost billed for such removal. In all other circumstances of removal within the County, CONTRACTOR may bill the decedent's estate or next of kin for the actual cost of the removal service. If the removal fee is not paid by the estate or next of kin within one hundred twenty (120) days of the CONTRACTOR having billed for that service, the CONTRACTOR may submit the unpaid bill to the Lake County Sheriff-Coroner for payment. In no event shall the removal cost submitted to the Lake County Sheriff-Coroner for payment exceed one hundred and sixty dollars ($160.00)

8. In the case of a transfer of the remains outside the County of Lake, the CONTRACTOR shall bill the decedent's estate or next of kin or, if another mortuary is responsible for the final arrangements for the decedent, CONTRACTOR shall bill that mortuary for the out-of-county transfer costs.

9. CONTRACTOR agrees that no removal fee shall be billed in any of the following circumstances:

a. The decedent was indigent and the decedent's next of kin will not/cannot assume financial responsibility for disposition of the decedent's remains;

b. The decedent was a minor under the age of fourteen years;

c. The decedent has been determined by the Lake County Sheriff-Coroner to have died as the result of the criminal acts of another in which acts the decedent was not a criminal participant.

COUNTY'S RESPONSIBILITIES

10. COUNTY shall compensate CONTRACTOR for each requested service at the rates provided in Attachments "A-1" and "A-2" based upon a written request for compensation from CONTRACTOR as described in paragraph 2 hereinabove. COUNTY shall remit payment on all claims which are timely submitted as described in paragraph 2 hereinabove within 30 days of receipt.

//

TERM

11. This Agreement shall commence on July 1, 2018 and shall continue from year to year unless amended upon agreement of both parties or unless earlier terminated as hereinafter provided.

TERMINATION

12. This Agreement shall be effective on the date hereinabove entered into and shall continue in full force and effect until and unless terminated by either COUNTY, by and through the Sheriff-Coroner, or by CONTRACTOR, upon thirty (30) days written notice to the other party.

ASSIGNMENT

13. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement, except for those specifically consented to by both parties or as stated above, shall be void.

SUBCONTRACTING

14. CONTRACTOR shall not subcontract any portion of the services to be performed pursuant tothis Agreement without the prior written approval of COUNTY.

INSURANCE

15. CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required herein, certificates ofinsurance have been submitted to COUNTY and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be canceled until at least twenty (20) days prior written notice has been given to COUNTY.

CONTRACTOR shall not allow any subcontractor to commence work on a subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

(a) Compensation Insurance. CONTRACTOR shall procure and maintain, at Contractor's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any such work sublet, CONTRACTOR shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

(b) Public Liability and Property Damage Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: personal injury, premises-operations, products and completed operations, blanket contractual, and independent CONTRACTOR's liability.

CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has delivered to COUNTY an"Additional Insured Endorsement" naming COUNTY, its officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(c) Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with CONTRACTOR's business in an amount of not less than One million dollars ($1,000,000) combined single limit coverage per occurrence.

CONTRACTOR shall not commence work under this Agreement, until he has had delivered to COUNTY an "Additional Insured Endorsement" naming COUNTY, its Officers, employees and agents as additional insureds under each of the aforesaid policies in this sub-paragraph.

(d) Professional Liability Insurance.
CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Contract caused by errors, omissions or other acts for which CONTRACTOR is liable. Said insurance shall be written with limits of not less than One million dollars ($1,000,000).

(e) CONTRACTOR shall require each subcontractor to procure and maintain, during the life of his contract, similar Public Liability and Automobile Liability Insurance as specified in sub-paragraphs (b) and (c) hereinabove, with minimum

limits equal to one-half the amounts required by CONTRACTOR and containing the "Additional Insured Endorsement" as required by CONTRACTOR in sub-paragraphs (b) and (c) hereinabove.

INDEMNIFICATION-HOLD HARMLESS

16. CONTRACTOR shall indemnify and defend COUNTY and its officers, employees, and agents against and hold them harmless from any and all claims losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by COUNTY, whether for damage to or loss of property, or injury to or death of person, including properties of COUNTY and injury to or death of COUNTY officials, employees or agents, arising out of, or connected with CONTRACTOR's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of COUNTY.

INDEPENDENT CONTRACTOR

17. It is specifically understood and agreed that in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent, or servant of COUNTY.

MODIFICATION

18. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONTRACTOR and COUNTY executed by the Sheriff-Coroner or his designee.

NON-DISCRIMINATION IN EMPLOYMENT

19. In the performance of the work authorized under this Agreement, CONTRACTOR, and/or any permitted subcontractor, shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age (over 40). CONTRACTOR and/or any permitted subcontractor understands and agrees that CONTRACTOR is bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes, regulations, and ordinances.

ATTORNEY'S FEES AND COSTS

20. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

LICENSING

21. CONTRACTOR shall possess all licenses associated with the provision of services under this Agreement and shall meet all professional and legal requirements to maintain all said licenses in good standing.

INTEREST OF CONTRACTOR

22. CONTRACTOR hereby covenants that CONTRACTOR has, at the time of the execution of this Agreement, no interest, direct or indirect, and that CONTRACTOR shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. CONTRACTOR further covenants that in the performance of this work, no person having any such interest shall be employed.

SEVERABILITY

23. If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

NOTICES

24. All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
Sheriff-Coroner
1220 Martin Street
Lakeport, California 95453

Jones and Lewis MORTUARY
Sirre Reed
16140 Main Street
Lower Lake, CA 95457

ADDITIONAL PROVISIONS

25. This Agreement shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations,

conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed at Lakeport, California, on the day and year first written above.

COUNTY OF LAKE

Jim Steele, Chairman
Board of Supervisors

Jones and Lewis MORTUARY

Sirre Reed
Manager

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

By: _____

APPROVED AS TO FORM:

Anita Grant
County Counsel

BOARD OF SUPERVISORS
LAKE COUNTY, CAL.

ATTACHMENT "A-1"

	ACTIVITY	FEE
1.	Medical Waste Disposal	$35.00 per mo. as needed
2.	Equipment	Billed at Contractor's rate
3.	Transport:	
	a. To Sacramento Coroner's Department, per trip	$250.00
	b. To Sonoma County Morgue Facility, per trip	$150.00
	c. To Napa County Morgue Facility, per trip	$200.00
	d. To UC Santa Cruz, per trip	$400.00
	e. To San Francisco Medical Examiner, per trip	$300.00
	f. To St. Helena, per trip	$150.00
	g. Transport between facilities (local)	$47.50 or $95.00 round trip
8.	Body Transport Pouch:	
	a. To be supplied by County for the collection and preservation of evidence only.	No cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor.	No cost to County
	c. Upon request by County employees, County may purchase from Contractor for the collection and preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof).	$60.00 per unit.

ATTACHMENT "A-2"

	ACTIVITY	FEE
1.	Indigent Cremation Services (Including transfer of remains to the funeral home, crematory, Death certificate fee and disposition permit, refrigerated care up to 10 days, minimum urn)	$800.00
2.	Refrigeration and Storage of up to 10 days	Included
3.	Additional Days of Refrigeration Storage (# of days to be agreed upon by County and Contractor)	$25.00 per day
4.	Body Transport Pouch:	
	a. To be supplied by County for the collection and preservation of evidence only.	No cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor.	No cost to County
	c. Upon request by County employees, County may purchase from Contractor for the collection and preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof).	$60.00 per unit.
5.	Transport from out of Lake County	$50 per driving hour or
	a. To Sacramento Coroner's Department, per trip	$250.00
	b. To Sonoma County Morgue Facility, per trip	$150.00
	c. To Napa County Morgue Facility, per trip	$200.00
	d. To UC Santa Cruz, per trip	$400.00
	e. To San Francisco Medical Examiner, per trip	$300.00
	f. To St. Helena, per trip	$150.00

6.	Oversized Indigent Cremation Services	
	(in excess of 300 lbs.)	$225.00
	Airtray (if needed)	$50.00
7.	Cremated Remains to be Returned to County	
	for Storage in Evidence	Included
8.	Scattering at Sea	$50.00
9.	Amended death certificate	$12.00

FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF LAKE AND JONES AND LEWIS MORTUARY FOR MORTUARY SERVICES

This amendment to Agreement is made this _____ day of _____, 2023 by and between the County of Lake (hereinafter referred to as "COUNTY") and Jones and Lewis Mortuary, (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for mortuary services on October 16th, 2018; and

WHEREAS, it is necessary to amend said contract to increase portions of the compensation paid to the CONTRACTOR for such services.

NOW, THEREFORE, the parties hereto agree as follows:

All fees referenced in the attachments "A-1" and A-2" shall be effective as of February 1st, 2023.

Except as specifically modified herein, all other fees, terms and provisions of the October 16th, 2018 Agreement shall remain in full force and effect.

Executed at Lake County, California, on the day and year first written above.

COUNTY OF LAKE

_____

Chair, Board of Supervisors

JONES AND LEWIS MORTUARY

_____

Victor Semenyuk
Executive Vice President

ATTEST: Susan Parker

Clerk of the Board of Supervisors

By:_____

APPROVED AS TO FORM

_____

Anita Grant
County Counsel

ATTACHMENT "A1"

	ACTIVITY	FEE
1.	Medical Waste Disposal	$35.00 per mo. as needed
2.	Equipment	Billed at Contractor's rate
3.	Transport:	
	a. To Sacramento Coroner's Department	$375.00 Round Trip
	b. To Sonoma County Morgue Facility	$225.00 Round Trip
	C. To Napa County Morgue Facility	$300.00 Round Trip
	d. To UC Santa Cruz	$525.00 Round Trip
	e. To San Francisco Medical Examiner	$450.00 Round Trip
	f. To St. Helena	$225.00 Round Trip
	g. Transport between local mortuary facilities	$47.50 or $95.00 Round Trip
	h. To Sutter Lakeside Hospital for CT/Xrays	$100.00 Round Trip
	i. To Chapel of the Lakes for autopsy per decedent	$115.00 Round Trip
	j. To all other locations	$75.00/Hour
4.	Body Transport Pouch	
	a. To be supplied by County for the collection and preservation of evidence only	No Cost to Contractor
	b. To be supplied by Contractor for the purpose of transportation and bio-waste management at the discretion of Contractor	No Cost to County
	c. Upon request by County employees, County may Purchase from Contractor for the collection and Preservation of evidence, as well as for transportation and bio-waste management, heavy-duty and extra-large disaster pouches (leak-proof)	$60.00/ Unit

ATTACHMENT "A-2"

	ACTIVITY	FEE
1	Indigent Cremation Services Including limited services of funeral director and staff, transfer of remains to the funeral home within Lake County, refrigerated care up to 10 days, cremation, Death certificate fee, Department of Consumer Affairs fee, disposition permit, a rigid cremation container and minimum um	$1,000
2	Additional Days of Refrigeration Storage (# of days to be agreed upon by County and Contractor)	$25.00/ day
3	Oversized Indigent Cremation Services (in excess of 300 lbs.)	$225.00
	Airtray (if needed)	$120.00
4	Cremated Remains to be Returned to County for Storage in Evidence	Included
5	Scattering at Sea	$75.00
6	Revised Disposition Permit	$12.00

Memorandum

3/14/2023 **Item#:**6.2

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Board of Supervisors**

Subject: **Presentation of Proclamation Commending Operation Tango Mike for 20 Years of Support for Military Personnel and Their Families**

Executive Summary:

Proclamation

COMMENDING OPERATION TANGO MIKE FOR 20 YEARS OF SUPPORT FOR MILITARY PERSONNEL AND THEIR FAMILIES

WHEREAS, *Operation Tango Mike has supported deployed military personnel throughout Operation Enduring Freedom, Operation Iraqi Freedom, Operation New Dawn, Operation Onward Liberty, Operation Odyssey Lightning, Operation Inherent Resolve, Operation Freedom's Sentinel and Operation Allies Refuge and*

WHEREAS, *Operation Tango Mike has shipped more than 25,000 care packages to deployed personnel and assisted multitudes of military families and*

WHEREAS*, Operation Tango Mike coordinates annual collection and distribution of Christmas gifts and school supplies for military families*

WHEREAS, *Operation Tango Mike has coordinated and hosted many welcome home celebrations and ceremonies for returning troops and*

WHEREAS*, Operation Tango Mike has assisted in honoring three of Lake County's fallen heroes in the Global War on Terror and*

WHEREAS, *the Secretary of Defense has recognized families and community members as "the power behind the power" and*

WHEREAS, *Operation Tango Mike fills a crucial role in supporting family members and loved ones*

of our Armed Forces and provides a compassionate community and incalculable moral support to families and loved ones and

WHEREAS, *Operation Tango Mike will mark 20 years of unwavering support for military personnel and families on March 16, 2023,*

NOW, THEREFORE, BE IT PROCLAIMED that the Lake County Board of Supervisors does herby commend and express its gratitude to Operation Tango Mike for their commitment, dedication, and invaluable service to military personnel and their families.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Presentation Only.

BOARD OF SUPERVISORS
COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

COMMENDING OPERATION TANGO MIKE FOR 20 YEARS OF SUPPORT FOR MILITARY PERSONNEL AND THEIR FAMILIES

WHEREAS, *Operation Tango Mike has supported deployed military personnel throughout Operation Enduring Freedom, Operation Iraqi Freedom, Operation New Dawn, Operation Onward Liberty, Operation Odyssey Lightning, Operation Inherent Resolve, Operation Freedom's Sentinel and Operation Allies Refuge and*

WHEREAS, *Operation Tango Mike has shipped more than 25,000 care packages to deployed personnel and assisted multitudes of military families and*

WHEREAS*, Operation Tango Mike coordinates annual collection and distribution of Christmas gifts and school supplies for military families*

WHEREAS, *Operation Tango Mike has coordinated and hosted many welcome home celebrations and ceremonies for returning troops and*

WHEREAS*, Operation Tango Mike has assisted in honoring three of Lake County's fallen heroes in the Global War on Terror and*

WHEREAS, *the Secretary of Defense has recognized families and community members as "the power behind the power" and*

WHEREAS, *Operation Tango Mike fills a crucial role in supporting family members and loved ones of our Armed Forces and provides a compassionate community and incalculable moral support to families and loved ones and*

WHEREAS, *Operation Tango Mike will mark 20 years of unwavering support for military personnel and families on March 16, 2023,*

NOW, THEREFORE, BE IT PROCLAIMED that the Lake County Board of Supervisors does herby commend and express its gratitude to Operation Tango Mike for their commitment, dedication, and invaluable service to military personnel and their families.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____
Deputy

_____
Chair, Board of Supervisors

Memorandum

3/14/2023 **Item#:**6.3

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Board of Supervisors**

Subject: **Presentation of Proclamation Designating the Month of March 2023 as March for Meals Month**

Executive Summary:

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

Designating the Month of March 2023 as March for Meals Month

WHEREAS, over 220,000 meals are provided annually to homebound seniors in Lake County, so they may live independently in their homes for as long as possible; and

WHEREAS, the loyal volunteers who prepare and deliver Meals on Wheels provide consistent and dependable meal delivery and daily wellness checks for Lake County seniors in need; and

WHEREAS, the senior centers and their program partners bring together the community, local businesses, and community organizations for the purpose of providing nutrition, hope and independence to homebound seniors and those in need; and

WHEREAS, COVID-19 has increased the demand from our Senior Centers' Meals on Wheels programs, and our Senior Centers have stepped up to the challenge and continued to provide a basic necessity to those who are deemed as some of the most vulnerable in our communities;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby declare the month of March, 2023 as March for Meals Month in Lake County, and recognizes the vital role of Senior Centers and community volunteers in addressing the needs of seniors in Lake County.

PASSED AND ADOPTED this 14th day of March, 2023.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Presentation Only.

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

Designating the Month of March 2023 as March for Meals Month

WHEREAS, over 220,000 meals are provided annually to homebound seniors in Lake County, so they may live independently in their homes for as long as possible; and

WHEREAS, the loyal volunteers who prepare and deliver Meals on Wheels provide consistent and dependable meal delivery and daily wellness checks for Lake County seniors in need; and

WHEREAS, the senior centers and their program partners bring together the community, local businesses, and community organizations for the purpose of providing nutrition, hope and independence to homebound seniors and those in need; and

WHEREAS, COVID-19 has increased the demand from our Senior Centers' Meals on Wheels programs, and our Senior Centers have stepped up to the challenge and continued to provide a basic necessity to those who are deemed as some of the most vulnerable in our communities;

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby declare the month of March, 2023 as March for Meals Month in Lake County, and recognizes the vital role of Senior Centers and community volunteers in addressing the needs of seniors in Lake County.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER

Clerk of the Board of Supervisors

By: _____

COUNTY OF LAKE

Chair, Board of Supervisors

_____

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023

Item#:6.4

BOARD OF SUPERVISORS, COUNTY OF LAKE,
STATE OF CALIFORNIA

Proclamation

DESIGNATING THE MONTH OF MARCH 2023 AS WOMEN'S HISTORY MONTH IN LAKE COUNTY

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, American women have played a unique role throughout the history of the Nation by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

Now, therefore, be it resolved by the County of Lake Board of Supervisors, that March 2023 is designated as Women's History Month.

PASSED AND ADOPTED this 14th day of March, 2023

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____
Deputy

_____
Chair, Board of Supervisors

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023

Item#:6.5

BOARD OF SUPERVISORS, COUNTY OF LAKE,
STATE OF CALIFORNIA

Proclamation

DESIGNATING MARCH 8, 2023 AS
INTERNATIONAL WOMEN'S DAY IN LAKE COUNTY

WHEREAS, women play a vital role in worldwide social, economic, cultural and political development; and

WHEREAS, women continue to struggle against discrimination whether it is a barrier to education, a pay gap at work, higher premiums for health insurance, inadequate options for family leave, or physical or sexual abuse or violence; and

WHEREAS, International Women's Day has been observed since the early 1900's, a time of great unrest and critical debate amongst women concerning oppression and inequality, spurring women to become more vocal and active in campaigning for change; and

WHEREAS, March 8th is International Women's Day; a day to celebrate the collective power of women – past, present, and future; and

WHEREAS, International Women's Day is a day to uphold women's achievements and contributions, recognize challenges, focus greater attention on women's rights and gender equality, encourage and mobilize all people to do their part to bring about positive change; and

WHEREAS, the County of Lake wishes to take this opportunity to celebrate the diversity of people in our county and to learn from the women of our community about their experiences and aspirations and to use this day to commit ourselves to respect the rights of women to lead secure, creative, healthy, and free lives.

Now, therefore, be it resolved by the County of Lake Board of Supervisors, that March 8, 2023 is designated as International Women's Day.

PASSED AND ADOPTED this 14th day of March, 2023

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____
Deputy

_____
Chair, Board of Supervisors

Memorandum

3/14/2023 **Item#:**6.6

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Bruno Sabatier, District 2 Supervisor**

Subject: **Presentation of Proclamation Commending Director of Behavioral Health Todd Metcalf for His 11 Years of Service to Lake County**

Executive Summary:

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

PROCLAMATION

COMMENDING DIRECTOR OF BEHAVIORAL HEALTH TODD METCALF

FOR HIS 11 YEARS OF SERVICE TO LAKE COUNTY

WHEREAS, after a short stint of being employed by the County of Lake in 2003, Todd Metcalf came back to work for the County of Lake in 2012 in the Social Services; and

WHEREAS, in 2016 Todd Metcalf was appointed the Interim Director of Behavioral Health where he eventually was given a permanent position in 2020; and

WHEREAS, during his Interim position as Director, Todd Metcalf continued his education obtaining his Master's Degree in Public Administration in 2019 to give him the tools he needed to succeed in his new position; and

WHEREAS, Todd Metcalf helped lead the department towards state compliance by bringing the county up to date on its billing and reporting, catching up on ten years' worth of backlog, allowing the county to be reimbursed at an increased rate bringing in much needed revenue for his department; and

WHEREAS, Todd Metcalf helped expand critical Peer Support Centers and their services around the county including a new center in Middletown; and

WHEREAS, Todd Metcalf and his department have worked hard to provide guidance to the Continuum of

Care and being a part of the creation of multiple shelters such as Hope Center, Elijah House, and currently the Warming Center; and

WHEREAS, Todd Metcalf has shown regularly that he cares immensely for the community he serves by seeking and advocating for the necessary resources that would provide the support people need for better mental health outcomes; and

WHEREAS, Todd Metcalf has been a part of state pilot programs (i.e. electronic billing system) as well as state committees (i.e. CalMHSA) in order to enhance the impact and efficiency of the services provided by his department; and

WHEREAS, Todd Metcalf will resign from his position on March 17, 2023 as he moves on to the next adventure in his life and his personality as well as his efforts will be missed.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby commend Todd Metcalf for his 11 years of service to the County of Lake and to the residents of Lake County and extends our appreciation for his dedication and hard work, and wish him the best in the future.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Presentation Only.

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA

PROCLAMATION

COMMENDING DIRECTOR OF BEHAVIORAL HEALTH TODD METCALF FOR HIS 11 YEARS OF SERVICE TO LAKE COUNTY

WHEREAS, after a short stint of being employed by the County of Lake in 2003, Todd Metcalf came back to work for the County of Lake in 2012 in the Social Services; and

WHEREAS, in 2016 Todd Metcalf was appointed the Interim Director of Behavioral Health where he eventually was given a permanent position in 2020; and

WHEREAS, during his Interim position as Director, Todd Metcalf continued his education obtaining his Master's Degree in Public Administration in 2019 to give him the tools he needed to succeed in his new position; and

WHEREAS, Todd Metcalf helped lead the department towards state compliance by bringing the county up to date on its billing and reporting, catching up on ten years' worth of backlog, allowing the county to be reimbursed at an increased rate bringing in much needed revenue for his department; and

WHEREAS, Todd Metcalf helped expand critical Peer Support Centers and their services around the county including a new center in Middletown; and

WHEREAS, Todd Metcalf and his department have worked hard to provide guidance to the Continuum of Care and being a part of the creation of multiple shelters such as Hope Center, Elijah House, and currently the Warming Center; and

WHEREAS, Todd Metcalf has shown regularly that he cares immensely for the community he serves by seeking and advocating for the necessary resources that would provide the support people need for better mental health outcomes; and

WHEREAS, Todd Metcalf has been a part of state pilot programs (i.e. electronic billing system) as well as state committees (i.e. CalMHSA) in order to enhance the impact and efficiency of the services provided by his department; and

WHEREAS, Todd Metcalf will resign from his position on March 17, 2023 as he moves on to the next adventure in his life and his personality as well as his efforts will be missed.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of the County of Lake does hereby commend Todd Metcalf for his 11 years of service to the County of Lake and to the residents of Lake County and extends our appreciation for his dedication and hard work, and wish him the best in the future.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER
Clerk of the Board of Supervisors

COUNTY OF LAKE

By:_____

_____

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Jessica Pyska, District 5 Supervisor**

Subject: **Presentation of Proclamation Recognizing March 12-18, 2023 as All AmeriCorps Week**

Executive Summary:

Proclamation

Recognizing March 12-18, 2023 as All AmeriCorps Week

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in the County of Lake, many AmeriCorps members and AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs by responding to assist seniors with meals, tutoring or mentoring children and youth, supporting veterans and military families, helping communities to mitigate fuels and clear evacuation routes, restoring the environment, staffing warming centers, and helping neighborhoods to preparing and respond to disasters; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps members and AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and the County of Lake; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to serve their country through AmeriCorps.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☐ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Presentation Only.

BOARD OF SUPERVISORS
COUNTY OF LAKE, STATE OF CALIFORNIA

Proclamation

Recognizing March 12-18, 2023 as All AmeriCorps Week

WHEREAS, service is a hallmark of the American character and has the unique ability to bring people of all backgrounds together in common cause, and throughout our history citizens have stepped up to meet our most pressing challenges of the day by volunteering in their communities; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs provide opportunities for more than 200,000 Americans to serve their country through service at nonprofits, schools, public agencies, and community and faith-based groups across the country; and

WHEREAS, in the County of Lake, many AmeriCorps members and AmeriCorps Seniors volunteers of diverse ages and backgrounds helped to meet local needs by responding to assist seniors with meals, tutoring or mentoring children and youth, supporting veterans and military families, helping communities to mitigate fuels and clear evacuation routes, restoring the environment, staffing warming centers, and helping neighborhoods to preparing and respond to disasters; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers encourage collaboration and partnerships, leveraging millions of volunteers in service and acquiring the support of business, foundation, and other local partners to increase the effectiveness of their initiatives; and

WHEREAS, AmeriCorps and AmeriCorps Seniors programs bring people together across race, age, and zip code to address critical issues facing the country, forge relationships and cultivate mutual respect, and help build resilient and thriving communities; and

WHEREAS, AmeriCorps members and AmeriCorps Seniors volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, through their service, AmeriCorps members and AmeriCorps Seniors volunteers strengthen the lives of their families, communities, and the County of Lake; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, AmeriCorps Week is an opportunity to recognize the dedication and commitment of the more than 1.2 million Americans who have chosen to serve their country through AmeriCorps.

PASSED AND ADOPTED this 14th day of March, 2023.

ATTEST: SUSAN PARKER

COUNTY OF LAKE

Memorandum

3/14/2023 **Item#:**6.8

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Susan Parker, County Administrative Officer**
Stephen Carter, Assistant County Administrative Officer
Matthew Rothstein, Deputy County Administrative Officer

Subject: **(a) Consideration of Priorities for FY 2024 Community Project Funding; (b) Consideration of Resolutions Confirming Lake County's Highest Priority Projects for submittal for FY 2024 Community Project Funding, including (1) Big Valley Fish Habitat Improvement and Groundwater Recharge Project, (2) Pre-Development Support for a Recreation Center and Aquatic/Community Swim Center, and (3) Regional Navigation Center Pre-Development Support**

Executive Summary:
On the afternoon of Wednesday, March 1, 2023, the County was advised by Congressman Mike Thompson Community Project Funding will once again be made available for Fiscal Year 2024. You will recall, in recent years, successful submittals have been well-established, community supported projects (*Armory Repurposing Project, Middle Creek, update to the Full Circle Effluent Pipeline Project Feasibility Study and the Kelseyville Sidewalk Project, a Safe Routes to School Project that provides sidewalks that separate children walking/biking to school from vehicular traffic*).

Staff has reached out County Department Heads, your Board, and partners from the Cities of Clearlake and Lakeport, seeking input on projects that should be granted priority for the County's submittal(s).

As noted in the attached Letter, "Members of Congress are limited to submitting 15 Community Project Funding requests," responsive to needs across the entirety of their Districts. There is no guarantee all requests submitted will be funded, and strong local support for projects is frequently pivotal in the Committee on Appropriations' competitive evaluation process. Congressman Thompson advises this process is likely to be even more challenging than in recent previous years, so it is critical only the highest priority projects are submitted for consideration.

The following three projects appear most likely to be successful, and are recommended for your Board's consideration:

(a) The **Big Valley Fish Habitat Improvement and Groundwater Recharge Project** (**$1,185,000 Requested**) encompasses two areas of priority: 1) development of the Adobe Creek Conjunctive Use (ACCU) Project, which would seek to: modify Adobe Creek Reservoir and the structure and operation of Highland Springs Reservoir; and 2) rehabilitation of the Kelsey Creek Detention Structure, improving the natural form and functions of the creek. Both facets of this project would support downstream flows and riparian habitat, benefitting the Clear Lake Hitch population, in consistency with the United States Fish and Wildlife Service's Draft Clear Lake Hitch Conservation Strategy Document and your Board's February 7 Emergency Proclamation. Groundwater recharge benefits are additionally expected.

(b) **Pre-Development Support for a Recreation Center and an Aquatic/Community Swim Center** (**$3,100,000 Requested**) would meaningfully support the County and Cities of Clearlake and Lakeport's joint effort to promote development of a new Aquatic/Community Swim Center in Lakeport and Recreation Center in Clearlake. Recent surveys have demonstrated considerable support for this effort; 95% of respondents indicated they were likely to visit these facilities. Joint use of the proposed facilities among the participating jurisdictions and local schools, hospitals and sovereign Tribal Nations is also strongly supported by County residents (*86% of survey respondents*). This funding, if granted, would provide for Programming Validation, Environmental/Site Analysis, Schematic Design, Design Development, and Construction Document Preparation for both centers. You may be aware, the City of Clearlake-sponsored request in support of the proposed "Burns Valley Sports Complex and Recreation Center" was funded during the FY 2023 Community Project Funding Cycle ($2,000,000, <https://mikethompson.house.gov/newsroom/press-releases/thompson-presents-2-million-check-city-clearlake-burns-valley-sports>). However, County staff have been advised this allocation did not include pre-development funding for the recreation center, so inclusion of both projects is appropriate.

(c) Development of a **Regional Navigation Center** (**$1,950,000 Requested**) is essential to provide for emergency sheltering, transitional housing needs and delivery of wraparound services for Lake County-connected individuals experiencing homelessness. Under emergency conditions resulting from the COVID-19 pandemic and severe winter weather, similar services have recently been provided at the former Juvenile Hall Facility in North Lakeport (*currently operated by Sunrise Special Services*), which has signaled there is profound need of such supports. If funded, this request would provide for completion of predevelopment tasks, including California Environmental Quality Act (CEQA) analysis, Needs Assessment/Site Analysis, Schematic Design, Design Development and Construction Document Preparation.

For your Board's awareness, opportunities to fund measures to mitigate our Tree Mortality emergency were also investigated, and there was no specific funding opportunity that was clearly complementary of funding available under the California Disaster Assistance Act (CDAA). Administrative Office staff will continue to seek opportunities to fund this much-needed work.

Staff recommends your Board Adopt the three attached Resolutions, enabling submittal of the projects described here for consideration of FY 2024 Congressional Community Project Funding.

The deadline for submittals is Sunday, March 19, 2023.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>
(check all that apply): ☐ Not applicable

☒ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☒ Economic Development	☒ Infrastructure	☐ County Workforce
☒ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Adopt the following Resolutions: (1) Big Valley Fish Habitat Improvement and Groundwater Recharge Project, (2) Pre-Development Support for a Recreation Center and Aquatic/Community Swim Center; and (3) Regional Navigation Center Pre-Development Support.

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA RESOLUTION NO. 2023-____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMIT THE BIG VALLEY FISH HABITAT IMPROVEMENT AND GROUNDWATER RECHARGE PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, on March 1, 2023, the U.S. Congress, House Committee on Appropriations announced it will accept Congressional Member requests for Community Project Funding in appropriation bills for the upcoming fiscal year (FY2024); and

WHEREAS, U.S. Congress, House Committee on Appropriations will accept a maximum of 15 Community Project Funding recommendations from each Member of Congress that improve communities, enhance safety, create jobs and improve quality of life; and

WHERES, the Honorable Congressman Mike Thompson asked that local governments and eligible non-profits submit their highest priority projects that fulfill the intent of this opportunity; and

WHEREAS, in recent years, Lake County projects approved for funding by the Appropriations Subcommittee have demonstrated both significant public benefit and broad support; and

WHEREAS, the Chi/Clear Lake Hitch is of great cultural significance to Lake County-connected individuals, broadly, and particularly sovereign Tribal Nations historically associated with Lake County, and action is urgently needed to prevent further decline and possible extinction of this native fish species; and

WHEREAS, the health of Clear Lake and Lake County's fisheries is critical to tourism, community resiliency and vibrancy, and Economic Development throughout our region, and protecting these critical resources is therefore a matter of great local, statewide and national import; and

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMT THE BIG VALLEY FISH HABITAT IMPROVEMENT AND GROUNDWATER RECHARGE PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, the Big Valley Fish Habitat Improvement and Groundwater Recharge Project meets the intent of Community Project Funding, has broad public support and is consistent with the United States Fish and Wildlife Service's Draft Clear Lake Hitch Conservation Strategy Document and fulfills a specific recommendation of this Board's February 7, 2023, Proclamation of the Existence of a Local Emergency Due to Persistent Drought, Habitat Loss and Potential Extinction of the Clear Lake Hitch.

NOW THEREFORE, the Board of Supervisors hereby resolves as follows:

1. The above recitals are true and correct.

2. The Lake County Board of Supervisors has reviewed and approves the submission of the Big Valley Fish Habitat Improvement and Groundwater Recharge Project to U.S. Congressman Mike Thompson for consideration of Community Project Funding, for an amount not to exceed $1,185,000 to the relevant Appropriations Subcommittee.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Supervisors of the County of Lake, State of California, at a regular meeting thereof on March 14, 2023 by the following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

COUNTY OF LAKE

_____
CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk of the
Board of Supervisors

By: _____
_____

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA RESOLUTION NO. 2023-____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMIT THE PRE-DEVELOPMENT SUPPORT FOR A RECREATION CENTER AND AN AQUATIC/COMMUNITY SWIM CENTER PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, on March 1, 2023, the U.S. Congress, House Committee on Appropriations announced it will accept Congressional Member requests for Community Project Funding in appropriation bills for the upcoming fiscal year (FY2024); and

WHEREAS, U.S. Congress, House Committee on Appropriations will accept a maximum of 15 Community Project Funding recommendations from each Member of Congress that improve communities, enhance safety, create jobs and improve quality of life; and

WHERES, the Honorable Congressman Mike Thompson asked that local governments and eligible non-profits submit their highest priority projects that fulfill the intent of this opportunity; and

WHEREAS, in recent years, Lake County projects approved for funding by the Appropriations Subcommittee have demonstrated both significant public benefit and broad support; and

WHEREAS, the Pre-Development Support for a Recreation Center and an Aquatic/ Community Swim Center Project meets the intent of Community Project Funding, has broad public support, demonstrated by 95% of recent survey respondents indicating they were likely to visit Lake County-based recreation centers, should they be developed; and

WHEREAS, both the Cities of Clearlake and Lakeport have demonstrated their commitment to this critical countywide effort by dedicated City-owned properties for recreational purposes; and

///

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMT THE PRE-DEVELOPMENT SUPPORT FOR A RECREATION CENTER AND AN AQUATIC/COMMUNITY SWIM CENTER PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, the Cities and County are likewise engaged in robust ongoing collaboration, to ensure the health-promoting activities these centers and other County parks, trails and recreation amenities are expected to provide are as equitably and broadly accessible as possible; and

WHEREAS, the same parties are working to develop a Joint Powers Authority to further this critical joint purpose, and promote the best possible health outcomes in Lake County.

NOW THEREFORE, the Board of Supervisors hereby resolves as follows:

1. The above recitals are true and correct.

2. The Lake County Board of Supervisors has reviewed and approves the submission of the Pre-Development Support for a Recreation Center and an Aquatic/ Community Swim Center Project to U.S. Congressman Mike Thompson for consideration of Community Project Funding, for an amount not to exceed $3,100,000 to the relevant Appropriations Subcommittee.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Supervisors of the County of Lake, State of California, at a regular meeting thereof on March 14, 2023 by the following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

COUNTY OF LAKE

_____
CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk of the
Board of Supervisors

By: _____
_____

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

BOARD OF SUPERVISORS, COUNTY OF LAKE, STATE OF CALIFORNIA RESOLUTION NO. 2023-____

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMIT THE REGIONAL NAVIGATION CENTER PRE-DEVELOPMENT SUPPORT PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, on March 1, 2023, the U.S. Congress, House Committee on Appropriations announced it will accept Congressional Member requests for Community Project Funding in appropriation bills for the upcoming fiscal year (FY2024); and

WHEREAS, U.S. Congress, House Committee on Appropriations will accept a maximum of 15 Community Project Funding recommendations from each Member of Congress that improve communities, enhance safety, create jobs and improve quality of life; and

WHERES, the Honorable Congressman Mike Thompson asked that local governments and eligible non-profits submit their highest priority projects that fulfill the intent of this opportunity; and

WHEREAS, in recent years, Lake County projects approved for funding by the Appropriations Subcommittee have demonstrated both significant public benefit and broad support; and

WHEREAS, the Regional Navigation Center Pre-Development Support Project meets the intent of Community Project Funding, acts on an area of demonstrated significant public need, and is broadly supported, with collaboration ongoing and prior financial commitments made by the City of Lakeport; and

WHEREAS, previous attempts to provide wraparound services for unhoused individuals have faced considerable challenges, and this joint effort of the City of Lakeport and County of Lake has spurred meaningful, open-hearted discussions and earnest work on a critical area of priority; and

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LAKE, STATE OF CALIFORNIA TO SUBMT THE REGIONAL NAVIGATION CENTER PRE-DEVELOPMENT SUPPORT PROJECT FOR CONSIDERATION AS A COMMUNITY PROJECT FUNDING PROPOSAL

WHEREAS, this collaboration has created the conditions wherein an appropriately funded project can make a profound difference for vulnerable unhoused Lake County residents.

NOW THEREFORE, the Board of Supervisors hereby resolves as follows:

1. The above recitals are true and correct.

2. The Lake County Board of Supervisors has reviewed and approves the submission of the Regional Navigation Center Pre-Development Support Project to U.S. Congressman Mike Thompson for consideration of Community Project Funding, for an amount not to exceed $1,950,000 to the relevant Appropriations Subcommittee.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Supervisors of the County of Lake, State of California, at a regular meeting thereof on March 14, 2023 by the following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

COUNTY OF LAKE

_____
CHAIR, Board of Supervisors

ATTEST: SUSAN PARKER
Clerk of the
Board of Supervisors

By: _____
_____

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____
_____

MIKE THOMPSON
5TH DISTRICT, CALIFORNIA

COMMITTEE ON WAYS AND MEANS
SUBCOMMITTEE ON SELECT REVENUE MEASURES
CHAIRMAN
SUBCOMMITTEE ON HEALTH

CONGRESS OF THE UNITED STATES
HOUSE OF REPRESENTATIVES
WASHINGTON, DC 20515

DISTRICT OFFICES:
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NAPA, CA 94558
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420 VIRGINIA STREET, SUITE 1C
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(707) 542-7182
CAPITOL OFFICE:
268 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3311
WEB: http://mikethompson-house.gov

Dear Friends:

Congressional Leadership has announced that Community Project Funding requests from Members of Congress which direct funds to a specific state or local government or eligible non-profit recipient will again be possible for Fiscal Year 2024. I fully support this opportunity as Congress has both the right and responsibility to provide input on funding decisions for worthwhile project proposals critical to the well-being of the people of our District.

With this opportunity, please know that the Committee on Appropriations has set limitations and requirements for Community Project Funding proposals. Members of Congress are limited to submitting 15 Community Project Funding requests with no guarantee that they will all be funded. Projects will also be competitively evaluated by the Committee on Appropriations, so projects with strong local support will be given preference. I am disappointed that House Republicans have also announced that the Defense, Education, Labor, certain conservation programs, and Health and Human Services accounts will not be eligible for Community Project Funding this year.

My staff will work with you to answer questions about whether your project as envisioned is something that can be eligible for this process. Please see the resource guide which identifies which programs are eligible for Community Project Funding requests, and the required documentation for projects in various programs. In order for me to put forward the strongest set of project requests, I ask that you submit your priorities to this FORM or email your priorities to (CA04Appropriations@mail.house.gov) by the end of the day on **MARCH, 19th, 2023**. In submitting your priorities, please provide all the information required by each appropriations subcommittee.

The House has also instituted transparency measures to ensure that Members of Congress do not have a financial interest in Community Project Funding requests. This certification, and the associated documentation for each project, is designed to balance the interest in greater Congressional involvement in funding decisions with the need to ensure that all projects requested by Members of Congress are high quality projects.

Last year, I was able to request and secure 15 Community Project Funding requests for our communities. As this year's environment will be especially challenging for securing funding for projects, I encourage you to only include the highest priority projects and I will do all that is possible to support investments that improve our communities. I believe that the people of our district are in the best position to identify those worthwhile projects that will enhance safety, create jobs and improve our quality of life, and I look forward to your recommendations.

Thank you for your time and consideration.

Sincerely,

MIKE THOMPSON
Member of Congress

General Community Funded Project Guidance from the Appropriations Committee

NOTE: Please note some of the new restrictions from House Republicans which are different than the rules for requests to Senate offices.

New **Federal Nexus Requirement** In order to ensure a federal nexus exists for each funded project, the Committee will only fund projects that are tied to a federal authorization law. Members must include a written statement describing the federal nexus for each Community Project Funding request. Subcommittee guidance will include example language Members can use to make the required statement.

New **No Memorials, Museums, or Commemoratives:** Memorials, museums, and commemoratives (i.e., projects named for an individual or entity) are not eligible for Community Project Funding.

Community Support. Community engagement and support is crucial in determining which projects will be ultimately selected for Federal funding. Only projects with demonstrated community support will be considered by the Appropriations Committee.

The Appropriations Committee encourages project sponsors to include evidence of support for your proposal including:

- Letters of support from elected community leaders (e.g. mayors or other officials);
- Press articles highlighting the need for the requested Community Project Funding;
- Support from newspaper editorial boards;
- Projects listed on State intended use plans, community development plans, or other publicly available planning documents; or
- Resolutions passed by city councils or boards.

Ban on For-Profit recipients. The Committee is imposing a ban on directing Community Project Funding to for-profit entities.

Matching requirements. Several Federal programs eligible for Community Project Funding requests require a State or local match for projects either by statute or according to longstanding policy. The Committee will not waive these matching requirements for Community Project Funding requests. *Note: This does not mean that matching funds must be in-hand prior to requesting a project, but that local officials must have a plan to meet such requirements in order for such a project to be viable.*

One-year funding. Each project request must be for fiscal year 2024 funds only and cannot include a request for multiyear funding.

State or local governmental entities as grantees. Members are encouraged to consider public entities as primary grantees to oversee the completion of the project. For infrastructure projects, many States have established lists or intended use plans with projects that have already been vetted by governmental officials (e.g. drinking water, wastewater and highways).

Non-profits as grantees. If a Member requests that funding be directed to a non-profit organization, the Member will need to provide evidence that the recipient is a non-profit organization as described under section 501(c)(3) of the Internal Revenue Code of 1986. Further, many water projects often partner with non-profit entities to complete projects. Therefore, projects may also be directed to non-profits with an inherently governmental function.

Transparency. Certain information about project requests submitted by my office to the Appropriations Committees will be made public. This includes: the proposed recipient; the address of the recipient; the amount of the request; and an explanation of the request, including purpose, and a justification for why it is an appropriate use of taxpayer funds.

Programs by Appropriations Subcommittee Eligible for Community Funded Projects Requests

(Please note that each subcommittee, and each program has different documentation requests for submission. Below is a list of programs eligible for Community Funded Projects for FY24. Please contact my staff if you have any questions)

Agriculture, Rural Development, Food and Drug Administration, and Related Agencies

- USDA - Farm Production and Conservation Programs
  - Natural Resources Conservation Service (Conservation Operations)
- USDA - Research, Education, and Economics
  - Agricultural Research Service, Buildings and Facilities
- USDA – Rural Development
  - Rural Housing Service (Community Facilities)
  - Rural Utilities Service (ReConnect Program)
  - Rural Utilities Service (Distance Learning and Telemedicine Grants)
  - Rural Utilities Service (Rural Water and Waste Disposal Grants) **new**

Subcommittee Guidance

Commerce, Justice, Science, and Related Agencies

- NIST Scientific and Technical Research
- NOAA Coastal Zone Management
- DOJ Byrne Justice
- DOJ Community Orientated Policing Services (COPS) Technology & Equipment
- NASA Safety, Security and Mission Services

Subcommittee Guidance

Energy and Water Development, and Related Agencies

Note: Only authorized projects will be considered for funding.

- Corps of Engineers - Investigations
- Corps of Engineers - Construction
- Corps of Engineers - Mississippi River and Tributaries
- Corps of Engineers - Operation and Maintenance

- Bureau of Reclamation - Water and Related Resources

Subcommittee Guidance

Homeland Security

- Pre-Disaster Mitigation Grants
- Emergency Operations Center Grants

Subcommittee Guidance

Interior, Environment, and Related Agencies

- EPA State and Tribal Assistance Grants for certain water infrastructure projects

Subcommittee Guidance

Military Construction, Veterans Affairs, and Related Agencies

- Military Construction accounts under the Department of Defense
    - Army
    - Navy and Marine Corps
    - Air Force and Space Force
    - Defense-Wide Agencies (Special Operations Command (SOCOM), Defense Logistics Agency (DLA), etc.)
    - Army National Guard
    - Air National Guard
    - Army Reserve
    - Navy Reserve
    - Air Force Reserve

Subcommittee Guidance

Transportation, and Housing and Urban Development, and Related Agencies

Guidance for Transit Infrastructure Projects
Guidance for Highway Infrastructure Projects
Guidance for Airport Improvement Program (AIP) Projects
Guidance for Port Infrastructure Development Program Projects
Guidance for Consolidated Rail Infrastructure and Safety Improvements (CRISI) Projects
Guidance for Community Development Fund - Economic Development Initiative (EDI) Projects

##

ERRATUM TO AGENDA

COUNTY OF LAKE
BOARD OF SUPERVISORS

ERRATUM TO THE March 14, 2023 AGENDA

Item 6.8 needs additional information.

Summary of changes:

Item (b), Resolution (2): Title was changed, to reflect inclusion of the pre-development costs for the Clearlake Recreation Center in the recommended request for Community Project Funding. This brings that total request to $3.1M, up from $1.55M. County staff has been advised the FY 2023 Community Project Funding secured by Congressman Thompson for the City of Clearlake did not include pre-development costs for the Clearlake Recreation Center, and both Lake County-based recreational facilities under consideration for development (Lakeport and Clearlake) are therefore represented here.

Modifications were likewise made to Resolution 2, to reflect this same recommended change.

The Recommended Action has likewise been updated, to reflect inclusion of both projects.

Here is this new description of the second of three proposed priority projects, for reference:

> *(b) Pre-Development Support for a Recreation Center and an Aquatic/Community Swim Center ($3,100,000 Requested) would meaningfully support the County and Cities of Clearlake and Lakeport's joint effort to promote development of a new Aquatic/Community Swim Center in Lakeport and Recreation Center in Clearlake. Recent surveys have demonstrated considerable support for this effort; 95% of respondents indicated they were likely to visit these facilities. Joint use of the proposed facilities among the participating jurisdictions and local schools, hospitals and sovereign Tribal Nations is also strongly supported by County residents (86% of survey respondents). This funding, if granted, would provide for Programming Validation, Environmental/Site Analysis, Schematic Design, Design Development, and Construction Document Preparation for both centers. You may be aware, the City of Clearlake-sponsored request in support of the proposed "Burns Valley Sports Complex and Recreation Center" was funded during the FY 2023 Community Project Funding Cycle ($2,000,000, https://mikethompson.house.gov/newsroom/press-releases/thompson-presents-2-million-check-city-clearlake-burns-valley-sports). However, County staff have been advised this allocation did not include pre-development funding for the recreation center, so inclusion of both projects is appropriate.*

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**6.9

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Lars Ewing, Public Services Director**

Subject: **Update on the Parks, Recreation, and Trails Master Plan**

Executive Summary:

Earlier this year the Public Services Department solicited proposals to analyze opportunities and constraints of the County's parks, recreation, and trails system; assess existing facilities, potential locations, recreation programs, and trail components; and develop a comprehensive countywide parks, recreation, and trails master plan. Your Board awarded the contract for this effort to BluePoint Planning, and work is now underway. The final plan will serve as an implementation tool and operational guide for management of county parks, recreation programs, and trails.

Public Services staff, along with BluePoint Planning, will give a brief presentation to introduce the project, provide an overview of the work plan, summarize the work completed to date, and highlight the events that will occur over the next year.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply): ☐ Not applicable

☒ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☒ Economic Development	☒ Infrastructure	☒ County Workforce
☒ Community Collaboration	☐ Business Process Efficiency	☒ Clear Lake

Recommended Action:

Presentation and direction to staff

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Lars Ewing, Public Services Director**

Subject: **Consideration of a Joint Powers Agreement to form the Lake County Recreation Agency**

Executive Summary:
In September 2022 your Board received a presentation summarizing the results of a study exploring the feasibility of developing a public recreation center and/or swimming pool in Lake County. The multi-year effort between the County, the City of Clearlake, and the City of Lakeport included public input, site selection, program development, conceptual design, capital and operating cost estimates, organizational management options, and partnership opportunities. After receiving the presentation your Board directed staff to continue participation for future project development and to further investigate a joint powers authority (JPA) for a countywide recreation agency.

After that presentation, representatives from the County and the two cities worked with consultants to prepare a polling strategy and prepare a draft joint powers agreement, with the vision that a JPA would form a Community Facility District (CFD) and place a ballot measure for voter approval of a special tax that could pay for debt service on authorized bonds and operation costs associated with the recreation facilities. The agreement has been drafted and polling is underway.

The proposed JPA would consist of a board of directors that would be responsible for the recreation facilities; any tax measures to be placed before the voters within the jurisdictions of Lakeport, Clearlake, and Lake County; and related agency matters. Each of the local agencies would appoint two members to the seven-member Board of the JPA, and the final member of the Board would be a member of the public appointed by the other Board members. formed under California Government Code section 6500, would be a legally distinct and separate entity from the three local agencies; any debts, liabilities, and obligations of the JPA would not constitute debts, liabilities or obligations of any JPA members.

The purpose of creating the JPA is to establish the entity that may issue bonds or incur other obligations to finance and refinance capital improvement projects or working capital needed for recreational facilities located in the County of Lake, and operating and maintaining those facilities.

The foregoing is intended to be accomplished by placing a revenue measure before the voters in Lakeport, Clearlake, and the unincorporated County at the earliest feasible opportunity. The JPA may also enter into contracts with its members, other local agencies (such as school districts), and private parties to carry out its purposes.

Creating the JPA requires the adoption of the attached resolution. Similar resolutions have been presented to both cities.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply):

	☒ Not applicable	
☒ Well-being of Residents	☐ Public Safety	☐ Disaster Prevention, Preparedness, Recovery
☒ Economic Development	☒ Infrastructure	☒ County Workforce
☒ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Offer the resolution.

JOINT EXERCISE OF POWERS AGREEMENT

by and among

CITY OF CLEARLAKE,

CITY OF LAKEPORT,

and

COUNTY OF LAKE

creating the

LAKE COUNTY RECREATION AGENCY

TABLE OF CONTENTS

Section 1.	Definitions	1
Section 2.	Purpose	2
Section 3.	Term	2
Section 4.	The Authority	2
Section 5.	Powers	5
Section 6.	Termination of Powers	5
Section 7.	Fiscal Year	5
Section 8.	Disposition of Assets	5
Section 9.	Contributions and Advances	6
Section 10.	Obligations	6
Section 11.	Agreement not Exclusive	6
Section 12.	Accounts and Reports	7
Section 14.	Conflict of Interest Code	7
Section 15.	Bylaws	7
Section 16.	Breach	7
Section 17.	Withdrawals and Additions of Members	8
Section 18.	Effectiveness	8
Section 19.	Severability	8
Section 20.	Successors; Assignment	8
Section 21.	Amendment of Agreement	8
Section 22.	Form of Approvals	8
Section 23.	Waiver of Personal Liability	9
Section 24.	Notices	9
Section 25.	Section Headings	9
Section 26.	Miscellaneous	9

JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated as of March 1, 2023, initially by and among the CITY OF CLEARLAKE, a general law city and municipal corporation organized and existing under and by virtue of the laws of the State of California ("Clearlake"), the CITY OF LAKEPORT, a general law city and municipal corporation organized and existing under and by virtue of the laws of the State of California ("Lakeport"), and the COUNTY OF LAKE, a general law county organized and existing under and by virtue of the laws of the State of California (the "County" and together with Clearlake and Lakeport, the initial "Members").

DECLARATION OF PURPOSE

A. The Joint Exercise of Powers Act, being Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, Section 6500 et seq. (the "Act") authorizes the Members to create a joint exercise of powers authority which has the power to exercise any powers common to the Members and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the "Lake County Recreation Agency," for the purposes, and to exercise the powers, described herein.

B. The Members are authorized by the California Government Code and other laws of the State to buy, sell, lease and use property, and to incur indebtedness, for public purposes.

C. The Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, Section 6584 et seq. (the "Mark-Roos Act") authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, local agencies such as the Members for financing public capital improvements, working capital, liability and other insurance needs or other projects whenever there are significant public benefits. The Marks-Roos Act further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

"*Act*" means the Joint Exercise of Powers Act, being Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (Section 6500 et seq.), as amended.

"*Agreement*" means this Joint Exercise of Powers Agreement, as it may be amended from time to time, creating the Authority.

"*Authority*" means the Lake County Recreation Agency.

"*Board*" means the Board of Directors of the Authority.

"*Brown Act*" means the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

"*Indenture*" means each indenture, trust agreement, fiscal agent agreement, lease, sublease, loan agreement, or other instrument pursuant to which Obligations are issued or incurred.

"*Mark-Roos Act*" means the Marks-Roos Local Bond Pooling Act of 1985, being Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code (Section 6584 et seq.), as amended.

"*Member*" or "*Members*" means the members of the Authority from time to time as may be modified in accordance with this Agreement, initially consisting of Clearlake, Lakeport and the County.

"*Obligations*" means bonds, notes, obligations, agreements and evidence of indebtedness of the Authority authorized and issued pursuant to the Act.

"*State*" means the State of California.

Section 2. Purpose. The purpose of the Authority is to issue bonds or incur other Obligations to finance and refinance capital improvement projects or working capital needed for recreational facilities located anywhere in the County, and operating and maintaining said recreational facilities. The foregoing purpose is intended to be accomplished by placing a revenue measure before the voters in Clearlake, Lakeport and the unincorporated County at the earliest feasible opportunity. The Authority may also enter into contracts with its Members, other local agencies (such as school districts), and private parties to carry out its purposes.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the Members; *provided, however*, that in no event shall this Agreement terminate while any Obligations of the Authority remain outstanding under the terms of any Indenture or other instrument pursuant to which such Obligations are issued or incurred.

Section 4. The Authority.

(a) Creation of the Authority. There is hereby created pursuant to the Act an authority and public entity to be known as the "Lake County Recreation Agency." As provided in the Act, the Authority shall be a public entity separate from the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State in the manner set forth in sections 6503.5 of the Act. Such notice shall also be filed with the office of the Controller of the State, and with the Lake County Local Agency Formation Commission (LAFCO) pursuant to sections 6503.6 and 6503.8 of the Act.

In addition, as required by Section 53051 of the California Government Code, within 70 days after the effective date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of the County, a statement of the following facts: (1) the full, legal name of the Authority, (2) the official mailing address of the Board, (3) the name and residence or business address of each member of the Board, and (4) the name, title, and residence or business address of the Chair and Secretary of the Authority, and within 10 days after any change in the facts required to be stated pursuant to

the foregoing, an amended statement containing such information shall be filed with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of the County.

(b) Board of Directors. The Authority shall be administered by the Board, which shall consist of seven members, determined as follows: (i) two persons appointed by each Member, both of whom shall be members of the legislative body of the applicable Member, and (ii) one person, who shall be a resident of the County, appointed by the other Board members. Each Member shall also appoint an alternate (who shall be a member of the legislative body of the applicable Member), and such alternate shall attend the Board meetings as a Board member in case of an absence of one of the two persons appointed by the applicable Member to the Board.

With respect to the six persons appointed by the Members to the Board, each such person shall serve on the Board until his or her resignation, or a replacement is selected by the Member that appointed him/her; *provided, however*, that the term of any such Board member shall automatically terminate upon the withdrawal of the Member that appointed such person. With respect to the member of the public appointed to the Board, such person shall serve until his or her resignation or a replacement is selected by the Board.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member, if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) Meetings of the Board.

(1) Time and Place. The Board shall hold at least one regular meeting each calendar year, with the date, hour and place of regular meetings to be fixed in the Authority's bylaws or by resolution of the Board. The Board may also hold special meetings. If the Secretary does not post an agenda for a regular meeting pursuant to the Brown Act, then such failure to post shall be deemed to be a determination by the Chair that no items required discussion and, therefore, that the regular meeting has been cancelled, except as otherwise provided in the Brown Act.

(2) Brown Act Compliance. All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Brown Act.

(3) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

(4) Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board unless a quorum is present (according to State law) and there is an affirmative vote by a majority of the members of the Board, except that less than a quorum may adjourn the meeting from time to time.

(d) Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, Vice Chair, Secretary and Treasurer. The Chair and Vice Chair shall be members of the Board, and the Secretary

may be a member of the Board. The officers shall perform the duties normal to their respective offices and such other duties as may be prescribed by the Authority's bylaws. In addition, the officers shall have such additional powers and duties as may be determined by the Board from time to time by resolution. Unless otherwise specified in the Bylaws, each officer shall be appointed by vote of the Board.

(2) Pursuant to Section 6505.6 of the Act, the Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of $25,000 as required by section 6505.1 of the Act; *provided, however*, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than $500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). The cost of the bond, if necessary, shall be paid by the Authority.

(3) So long as required by section 6505 and section 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Obligations to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(4) The services of the officers shall be without compensation by the Authority.

(5) The Board shall have the power to appoint such other officers and employees, including an Executive Director, as it may deem necessary and to retain legal counsel, consultants and accountants, which officers, employees, legal counsel, consultants and/or accountants may also work for any Member.

(6) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(7) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member.

(8) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, notwithstanding that any officers, employees or others may serve any Member and the Authority at the same time.

(9) The Authority shall cause all records regarding the Authority's formation, existence, operations, any Obligations issued or incurred by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six years following termination of the Authority or final payment of any Obligations issued or incurred by the Authority, whichever is later.

(10) In accordance with Section 6506 of the Act, one or more of the Members may agree to provide all or a portion of the services to the other members in the manner provided in the Agreement, and the members may provide for the mutual exchange of services without payment of any consideration other than such services.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Parties or separately conferred by law upon the Authority, are hereby expressly specified as powers of the Authority except any such powers which are specifically prohibited to the Authority by applicable law. Except as otherwise set forth herein as permitted by law, the Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the County.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to levy taxes, assessments and fees, including but not limited to transactions and use taxes under the Transactions and Use Tax Law (Revenue and Taxation Code Section 7251 et seq.) and special taxes under the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.); to issue bonds or otherwise incur debts, liabilities or Obligations to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Obligations. In addition, the Authority shall have such additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary or desirable to accomplish the purposes set forth in this Agreement.

Notwithstanding anything to the contrary in this Agreement, the Authority shall not have the power or the authority to enter into any retirement contract with any public retirement system (as defined in Section 6508.1(b) of the California Government Code) without the prior written consent of the Members. The provision in this paragraph is intended to benefit the Members and to be a confirming irrevocable obligation of the Authority which may be enforced by the Members, individually or collectively.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year. Unless and until changed by the Authority's bylaws or resolution of the Board, the fiscal year of the Authority shall be the period from July 1 of each year to and including the following June 30, except for the first fiscal year which shall be the period from the date of this Agreement to June 30, 2023.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account

of the Authority shall be returned in proportion to any contributions made as required by section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal, shall be distributed to the Members in proportion to contributions made by the Members, except to the extent otherwise agreed by the Members.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by the Members, and the Authority at the time of make such advance as provided by Section 6512.1 of the Act. It is mutually understood and agreed that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members may allow the use of personnel, equipment or property in lieu of other contributions or advances to the Authority.

Section 10. Obligations.

(a) Authority to Issue or Incur Obligations. When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue or incur Obligations for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Obligations shall have such terms and conditions as may be authorized by the Board.

(b) Limited Obligations. The Obligations, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority or any Member. The Obligations shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any of its income or receipts except the property, income and receipts pledged therefor under the applicable Indenture(s). The Obligations shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above.

No covenant or agreement contained in any Obligation or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or any Member, in his or her individual capacity and no director or officer of the Authority executing a Obligation shall be liable personally on such Obligation or be subject to any personal liability or accountability by reason of the issuance of such Obligation.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between or among the Members, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Accounts and Reports. The following provisions shall apply to the Authority and the Members, except to the extent otherwise prescribed in the Authority's bylaws:

(a) Books and Records. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Obligations (to the extent such duties are not assigned to a trustee or fiscal agent for owners of Obligations). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

(b) Indentures. The Authority shall require that each Indenture provide that the trustee appointed thereunder shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(c) Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(d) Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each Fiscal Year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 12 as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Obligations providing for a trustee or fiscal agent to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. Conflict of Interest Code. The Authority shall, by resolution, adopt a Conflict of Interest Code to the extent required by law. Such Conflict of Interest Code may be the conflict of interest code of the County or any other Member.

Section 15. Bylaws. The Board shall adopt bylaws for the Authority, not inconsistent with any provisions of this Agreement, which bylaws shall include provisions regarding the following: (a) conduct of Board meetings, (b) appointment and scope of authority of officers of the Authority, and (c) provisions regarding annual budgets and audits, insurance, and inspections.

Section 16. Breach. If default shall be made by any Member in any covenant contained in this Agreement, such default shall not excuse any other Member from fulfilling its obligations under this Agreement. The Members hereby declare that this Agreement is entered into for the benefit of the Authority created hereby and the Members hereby grant to the Authority the right to enforce by whatever lawful means the Authority deems appropriate all of the obligations of the

Members hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

Section 17. Withdrawals and Additions of Members.

(a) Withdrawals. Any Member may withdraw from the Authority by filing with the Board not less than 6 months prior to the effective withdrawal date specified therein a certified copy of a resolution of the governing body of the Member expressing its desire to so withdraw, whereupon the withdrawing Member shall no longer be considered a Member for any reason or purpose under the Agreement and its rights and obligations under the Agreement shall terminate, so long as such withdrawal does not affect the existence of the Authority. Subject to the foregoing, the withdrawal of a single Member shall not affect the existence of the Authority nor the effectiveness of any Obligations.

(b) Additional Members. Any public agency (as defined in Section 6500 of the Act) may request to be added as a party to this Agreement, and become a Member, by filing with the Board a certified copy of a resolution of the governing body of such public agency whereby it agrees to the provisions of this Agreement, and requests to become a Member. The Board may accept or reject any such proposal in its sole discretion, and if accepted, such public agency shall become a Member when its admission is approved by a vote of a majority of the members of the Board, and subject to any conditions set forth therein. Upon satisfaction of the foregoing provisions, such public agency shall be a Member for all purposes of the Agreement. Unless otherwise approved by the governing body of each then-current Member, the effectiveness of such membership shall not constitute an amendment or modification of the Agreement.

Section 18. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each Member, when each such Member has executed a counterpart of this Agreement.

Section 19. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 20. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 21. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by the Members at any time; *provided, however*, that this Agreement may be terminated only in accordance with Section 3 hereof; *provided, further, however*, that such supplemental agreement shall be subject to any restrictions contained in any Obligations or documents related to any Obligations to which the Authority is a party.

Section 22. Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of a Member(s), by resolution duly adopted by the governing body of the applicable Member(s), and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 23. Waiver of Personal Liability. No Member, officer, employee, attorney, agent, city councilmember, or member of the County board of supervisors shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, officers, employees, attorneys, agents, city councilmembers, and members of the County board of supervisors against any such claims, losses, damages, costs, injury and liability to the fullest extent permitted by the law. Without limiting the generality of the foregoing, no Member, officer, employee, attorney, agent, city councilmember, or member of the County board of supervisors shall be personally liable on any Obligations or be subject to any personal liability or accountability by reason of the issuance of Obligations pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law. The Authority shall acquire such insurance coverage as the Board deems is necessary and appropriate to protect the interests of the Authority and the Members.

Section 24. Notices. Notices to any Member hereunder shall be considered delivered if sent first-class postage prepaid mail or delivered by hand, to the following respective addresses, which address may be updated in writing by the applicable Member in writing to the other Members and the Authority:

City of Clearlake 14050 Olympic Drive Clearlake, CA 95422 Attn: City Manager	City of Lakeport 225 Park Street Lakeport, CA 95453 Attn: City Manager	County of Lake 255 N Forbes Street Lakeport, CA 95453 Attn: County Administrative Officer

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous.

(a) Counterparts. This Agreement may be executed in several counterparts, including via PDF or other electronic signature application, each of which counterpart shall be an original and all of which shall constitute but one and the same instrument.

(b) Official Actions. Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant.

(c) Interpretation. This Agreement is made in the State, under the Constitution and laws of the State and is to be construed as a contract made and to be performed in the State. This Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals,

understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized.

CITY OF CLEARLAKE

By _____
Mayor

Attest:

_____
City Clerk

CITY OF LAKEPORT

By _____
Mayor

Attest:

_____
City Clerk

COUNTY OF LAKE

By _____
Chair of the Board of Supervisors

Attest:

_____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

_____
Anita L. Grant, County Counsel

BOARD OF SUPERVISORS
COUNTY OF LAKE, STATE OF CALIFORNIA
RESOLUTION NO. ____

A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT BY AND AMONG THE CITY OF CLEARLAKE, THE CITY OF LAKEPORT, AND THE COUNTY OF LAKE TO FORM THE LAKE COUNTY RECREATION AGENCY

WHEREAS, under the Joint Exercise of Powers Act, comprising Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code (the "JPA Act"), local agencies in the State may enter into a joint exercise of powers agreement pursuant to which such agencies may jointly exercise any power common to them and to exercise additional powers granted under the JPA Act; and

WHEREAS, City of Clearlake, the City of Lakeport, and the County of Lake desire to create and establish the Lake County Recreation Agency (the "Authority") pursuant to the JPA Act; and

WHEREAS, there has been presented to this meeting a proposed form of Joint Exercise of Powers Agreement (the "Agreement"), by and among the City of Clearlake, the City of Lakeport, and the County of Lake, which creates and establishes the Authority; and

WHEREAS, under California law and the Agreement, the Authority will be a public entity separate and apart from the parties to the Agreement and the debts, liabilities and obligations of the Authority will not be the debts, liabilities or obligations of any of its members, or any representative of any member serving on the governing body of the Authority or as an officer of the Authority;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Lake, State of California as follows:

Section 1. Approval of Agreement. The Board of Supervisors hereby approves the Agreement in the form on file with the Clerk.

Section 2. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

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THIS RESOLUTION was passed and adopted by the Board of Supervisors of the County of Lake at a regular meeting held on _____, 2023, by the following vote:

AYES:
ABSENT OR NOT VOTING:

_____
Chair, BOARD OF SUPERVISORS

ATTEST: SUSAN PARKER
Clerk of the Board

By: _____

APPROVED AS TO FORM:
ANITA GRANT
County Counsel

By: _____

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**7.2

Memorandum

Date: **March 14, 2023**

To: **The Honorable Lake County Board of Supervisors**

From: **Susan Parker, County Administrative Officer**

Subject: **Consideration and Discussion of Rescinding Resolution No. 2020-22, Approve Continuation of a Local Health Emergency Related to the 2019 Coronavirus (COVID-19) as Proclaimed by the Lake County Public Health Officer**

Executive Summary:
On March 7, 2023, agenda Item 5.10 was pulled by the Board of Supervisors for further discussion related to the relevance of the Health Services Emergency Declaration related to the COVID-19 health emergency.

This request resulted in response to the announcement by Governor Newsome's that the related State's declaration expired February 28, 2023.

Your Board requested that staff request a determination from the Lake County Public Health Officer and the Lake County Auditor-Controller/County Clerk to analyze the need to continue this extension with respect to both public health and emergency event cost-recovery.

Both the Interim Public Health Officer Karl Sporer M.D. and Auditor-Controller/County Clerk Jenavive Herrington support the rescission of Resolution 2020-22.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>

(check all that apply):

☒ Not applicable

☐ Well-being of Residents
☐ Public Safety
☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development
☐ Infrastructure
☐ County Workforce
☐ Community Collaboration
☐ Business Process Efficiency
☐ Clear Lake

Recommended Action: Rescind Resolution No. 2020-22, entitled "Approve Continuation of a Local Health Emergency Related to the 2019 Coronavirus (COVID-19) as Proclaimed by the Lake County Public Health Officer."

Health Services Department
Public Health Division
922 Bevins Court
Lakeport, California 95453-9739
Telephone (707) 263-1090
FAX (707) 263-4395

COUNTY OF LAKE
HEALTH SERVICES
prevent.promote.protect.

Jonathan Portney, CPH, MPH
Health Services Director

Karl Sporer, MD
Interim Public Health Officer

Rainy Grafton
Health Services Deputy Director

Philip Wegner, MPH
Director of Nursing

Recommendation to rescind the Covid-19 Pandemic Emergency Declaration for the County of Lake

March 9th 2023

Dear Lake County Board of Supervisors,

I am writing to request that the Covid-19 emergency declaration established during the pandemic be rescinded. I understand that this decision should be aligned with the state's declaration of the Covid-19 emergency.

While the pandemic has presented significant challenges to our community, I believe that it is time to reconsider the need for an emergency declaration. We have made significant progress in mitigating the spread of the virus through vaccinations, mask-wearing, and social distancing measures. Currently, the county is at a low to medium tier, and we have remained on this trend for several weeks.

It is important to note, however, that even with this progress, it is still encouraged to practice necessary safety measures to prevent illness and the potential spread of Covid-19. This is especially important if a resident of the county is experiencing symptoms of Covid-19 or has tested positive for Covid-19. Also, this is important for those who could have compromised immune systems or potential comorbidities.

I believe that the continued enforcement of an emergency declaration is no longer necessary given the current state of the pandemic. Per the direction of the California Department of Public Health, the Health Service Department will ensure that any changes in the community-based spread of Covid-19 that could impact the County of Lake is communicated.

Thank you for your consideration of this request.

Sincerely,

Dr. Karl Sporer

RESOLUTION NO. 2020-22

RESOLUTION OF THE LAKE COUNTY BOARD OF SUPERVISORS RATIFYING THE LOCAL HEALTH EMERGENCY RELATED TO 2019 CORONAVIRUS (COVID-19) AS PROCLAIMED BY THE LAKE COUNTY PUBLIC HEALTH OFFICER

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December of 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and in some cases death; and

WHEREAS, this rapidly evolving multinational outbreak of respiratory disease has been detected in 90 locations internationally, with 110,890 confirmed cases of COVID-19 and at least 3877 fatalities worldwide; and

WHEREAS, the Centers for Disease Control and Prevention reports that; as of March 9, 2020, 35 states in the United States have reported cases, with at least 423 total confirmed cases of COVID, and 19 fatalities in the United States; and

WHEREAS, as of March 8, 2020, California has had 114 confirmed cases of COVID-19; and

WHEREAS, this Board is informed by Lake County Public Health that while there are zero confirmed cases of COVID_19 in Lake County at this time, the federal Centers for Disease Control and Prevention (CDC) and California Department of Public Health (CDPH) are recommending that our nation and state prepare for a possible pandemic of COVID-19; and

WHEREAS, the COVID-19 tests used in the U.S. currently have limited availability based on current CDC criteria; and

WHEREAS, on March 10, 2020 the Lake County Health Officer issued a Declaration of Local Health Emergency; and

WHEREAS, California Health and Safety Code section 101080 provides authority for the local Health Officer to issue a declaration of local health emergency; and

WHEREAS, the declaration by the Health Officer must be ratified by the Board of Supervisors within seven (7) days.

NOW, THEREFORE BE IT RESOLVED that the Lake County Board of Supervisors hereby ratifies the local Health Officer's Declaration of Local Health Emergency made on March 10, 2020.

PASSED AND ADOPTED by the Board of Supervisors of the County of Lake, State of California, at a regular meeting thereof on 03/10, 2020 by the following vote:

AYES Supervisors Sabatier, Scott, and Simon

NOES: Supervisor Brown

ABSENT OR NOT VOTING: Supervisor Crandell

CHAIR, Board of Supervisors

ATTEST: CAROL J. HUCHINGSON
Clerk of the
Board of Supervisors

By: _____

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

BOARD OF SUPERVISORS
LAKE COUNTY, CAL

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**7.3

Memorandum

Date: **March 14, 2022**

To: **The Honorable Lake County Board of Supervisors**

From: **Susan Parker, County Administration Officer**
Stephen L Carter Jr, Assistant County Administrative Officer

Subject: **Discussion and Consideration of Potential Funding Source for Mike Marsh EMS Consulting in The Amount of $20,000 For Emergency Ambulance Strike Team Support Through Regional Disaster Management Services Association (Resource Order Request) to Decompress Two Overwhelmed Hospitals During Emergency Proclamation (Winter Storm)**

Executive Summary:
On March 7, 2023, your Board directed the Administrative Office to evaluate the recommendation from Public Health to determine the proper funding source for the Mike Marsh Consulting contract.

Public Health is a self-funded department funded by State, Federal and sales tax realignment dollars. Generally, this type of request would be funded within the Public Health budget.

However, the American Rescue Plan Act (ARPA) committee recommended, and your Board approved an allocation to the Public Health Department for an emergency medical services (EMS) contract in the amount of $200,000. Public Health Director Jonathan Portney has recommended the use of the ARPA funds to cover the $20,000 expense. As your Board is aware, Federal ARPA funds are one-time awards and once all expended a new sustainable funding source will need to be identified for EMS activities.

Staff recommends approving the use of ARPA funds to pay the Mike Marsh EMS Consulting contract.

The scope of work for the Mike Marsh contract included:
A. Observe system operations from call intake to emergent transport and from hospital discharge to bed placement at alternate facilities. Document common obstacles and inadequacies which create choke points and duplication of efforts.
1. Observe the 911 call intake process with Cal Fire Emergency Communications Center (ECC).
2. Observe the process and document the workflows involved in transferring a patient from a hospital to an alternate care facility.

3. Monitor the transfer process through the transfer center and identify causes of delay.
4. Quantify ambulance arrival times for patient transfer and identify causes of protracted wait times for ambulance transportation.
5. Create a comprehensive report to the Healthcare Services Director summarizing the status of Lake County's IFT integration with Skilled Nursing Facilities (SNF) and receiving hospitals.
6. Develop and improve relationships between the Lake County Health Department and the pre-hospital, hospital, and extended care facilities.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm> (check all that apply):

	☐ Not applicable	
☐ Well-being of Residents	☒ Public Safety	☒ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☐ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action: Approve the use of the ARPA allocation for EMS services to pay the Mike Marsh EMS Consulting contract in the amount of $20,000.

Lake County Fire Chiefs' Association

Date: 3/13/2023

To: Honorable Lake County Board of Supervisors

From: Willie Sapeta, President
Lake County Fire Chief's Association

Dear Chairperson of Lake County BOS Supervisor Pyska, Supervisors Green, Crandall, Sabatier, and Simon;

The Lake County Fire Protection District, Lakeport Fire Protection District, Kelseyville Fire Protection District, and the Northshore Fire Protection District proudly serve the residents of Lake County; and we respectfully submit this letter as our official notice regarding the proposed $20,000.00 funding of Mike Marsh EMS Consulting .

We, the above aforementioned fire protection districts write this letter in great hesitation, and only after much discussion and contemplation. We hesitate because we consider ourselves a team, dedicated and educated.

We call into question the need for the Mike Marsh EMS Consulting for Ambulance Strike Team Support through Regional Disaster Management Services Association (Resource Order Request) to Decompress Two Overwhelmed Hospitals during Emergency Proclamation (Winter Storm). We feel the County of Lake should not be financially responsible for the request of those resources when it is clearly the responsibility of the sending facilities to arrange transportation for their patients. Additionally, when an Ambulance Strike Team is requested as defined in the invoice during the winter storm there were fees for the Strike Team Leader and a Strike Team Leader Assistant. Previously, we did a similar activation during the COVID Epidemic which, upon their arrival, the team was briefed and they coordinated with the two base hospitals successfully decompressing both facilities.

As we review the scope of work the items I copied and listed below are redundant with existing committees and represent all of the pre-hospital and hospital stakeholders. Below is the scope of work and I have added the existing components that are currently working to resolve these issues.

The scope of work for the Mike Marsh contract included:

A. Observe system operations from call intake to emergent transport and from hospital discharge to bed placement at alternate facilities. Document common obstacles and inadequacies which create choke points and duplication of efforts.

Answer:
We currently have (2) call centers: Adventist utilizes All Access and Sutter utilizes Sutter Transfer Center who collect and provide this data on a regular basis. Additionally, these items are discussed in our regular meeting agendas with the Inter-Facility-Transfer (IFT) Committee and the Emergency Medical Care Committee (EMCC)

1. Observe the 911 call intake process with Cal Fire Emergency Communications Center (ECG).

Answer:
The 911 calls are routine day-to-day operations, and do not involve the IFT program. These calls are governed by the LCFCA and discussed at monthly Chiefs meetings.

2. Observe the process and document the workflows involved in transferring a patient from a hospital to an alternate care facility.

Answer:
These are currently being conducted by the 2-base hospitals, IFT and EMCC on a continual basis and are agenda items at our regular meetings.

3. Monitor the transfer process through the transfer center and identify causes of delay.

Answer:
These are currently being conducted by the 2-base hospitals, IFT and EMCC on a continual basis and are agenda items at our regular meetings. Additional items pertaining to Priority One activations go through a complete review from activation to end outcome of the said patient. In regard to extended arrival times, we refer them as outliers and are also topics of discussion.

4. Quantify ambulance arrival times for patient transfer and identify causes of protracted wait times for ambulance transportation.

Answer:
These are currently being conducted by the 2-base hospitals, IFT and EMCC on a continual basis and are agenda items at our regular meetings. In regard to extended arrival times, we refer them as outliers and are also topics of discussion.

5. Create a comprehensive report to the Healthcare Services Director summarizing the status of Lake County's IFT integration with Skilled Nursing Facilities (SNF) and receiving hospitals.

Answer:
This is currently what has been the LCPH HPP program where hospital and pre-hospital stakeholders meet.

6. Develop and improve relationships between the Lake County Health Department and the pre- hospital, hospital, and extended care facilities.

Answer:
This is currently what has been the LCPH HPP program where hospital and pre-hospital stakeholders meet. The LCFCA have facilitated drills and exercises. In fact, I just completed a 2-day hospital decontamination training for 32 AHC employees and have scheduled a tabletop and functional exercise 3/30/2023. I also provided START Triage training for a group of employees at SLH and will be coordinating an MCI functional exercise Oct/Nov of this year.

The LCFCA has a long history of cooperation with other stakeholders and partners within our communities and through the numerous County State of Emergencies with devastating wildfires COVID, and PSPS events over the last 10 years, having built a team of cooperation and respect, ensuring the safety of all county residents.

In closing, we are and continue to address each of the items disclosed in the scope of work. We feel the $20,000.00 would best benefit our communities and stakeholders/partners by investing those funds to extend the NCEMS/Lake County EMS Liaison position with current employee Morgan Fox. Thank you for your time.

Respectfully submitted

Willie Sapeta, President
Lake County Fire Chief's Association

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**7.4

Memorandum

Date: **March 14, 2023**

To: **The Honorable Jessica Pyska, Chair, Lake County Board of Supervisors**

From: **Lars Ewing, Public Services Director**

Subject: **Consideration of Contract Change Order No. 1 for the Hill Road Correctional Facility Standby Generator Project, Bid No. 22-08**

Executive Summary:

Attached for the Board's review and approval is Contract Change Order No. 1 for the subject project.

This change order addresses modifications to the contract scope of work related to electrical grounding, a remote annunciator, and the automatic transfer switch. The result is an increase of $31,038 to the contract amount for a revised contract total of $538,494. There are sufficient appropriations to fund this change order and the contract work to be completed this fiscal year.

If not budgeted, fill in the blanks below only:
Estimated Cost: _____ Amount Budgeted: _____ Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☐ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)
☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>
(check all that apply): ☐ Not applicable

☐ Well-being of Residents	☒ Public Safety	☒ Disaster Prevention, Preparedness, Recovery
☐ Economic Development	☒ Infrastructure	☐ County Workforce
☐ Community Collaboration	☐ Business Process Efficiency	☐ Clear Lake

Recommended Action:

Approve Change Order No. 1 with G.D. Nielson Construction for the Hill Road Correctional Facility

Standby Generator Project, Bid No. 22-08 for an increase of $31,038 and a revised contract amount of $538,494 and authorize the Chair to sign

COUNTY OF LAKE

CHANGE ORDER

Lake County Public Services Department
333 Second Street,
Lakeport, CA 95453

Date: March 14, 2023

PROJECT: Hill Road Correctional Facility Standby Generator Project, Bid No. 22-08
Change Order #1

CONTRACTOR: G.D. Nielson Construction
147 Camino Oruga
Napa, CA 94558

Note: These changes in no way relieve the Contractor of completing work in accordance with standards established by the Standard Specifications and Special Provisions.

ITEM NO.	DESCRIPTION	TIME EXTENSION	VALUE
1	Additional grounding conduit	0	$ 5,277.00
2	Furnish and install annunciator in jail control room	0	$11,570.00
3	Equipment order adjustment for earlier delivery	0	$ 9,499.00
4	Temporary connection of existing transfer switch to new generator	0	$ 4,692.00

REQUESTED BY: Owner

REASONS: **Item 1:** Unanticipated grounding conduit required by CBO.

Item 2: Addition of a control unit that allows the jail's control tower to remotely operate and monitor the generator(s). This was inadvertently excluded from the contract specifications.

Item 3: The two new automatic transfer switches (ATS) that are to be installed under the contract scope of work were not available for delivery until summer 2024. The contractor successfully sourced an alternative ATS manufacturer who committed to a delivery in 2023. This change order item addresses the cost increase for the earlier ATS delivery.

Item 4: The new generator is installed and operational. However, without the new ATS referenced in Item 3 above, the new generator cannot power the facility. This change order item addresses the cost to temporarily connect the new generator to the existing generator ATS. This will place into service the new generator and allow staff an opportunity to perform necessary repairs to the old generator during the spring months when building power loads are minimal and the new generator can power the facility in the event of a power outage.

ORIGINAL CONTRACT WORKING DAYS:	90	Working Days
TIME EXTENSION ON PREVIOUS CHANGE ORDER(S):	0	Working Days
TIME EXTENSION FOR THIS CHANGE ORDER:	0	Working Days
REVISED CONTRACT WORKING DAYS:	90	Working Days

ORIGINAL CONTRACT AMOUNT:	$507,456.00
AMOUNT OF PREVIOUS CHANGE ORDERS (Additions):	0.00
AMOUNT OF PREVIOUS CHANGE ORDERS (Deductions):	0.00
AMOUNT OF THIS CHANGE ORDER:	$ 31,038.00
REVISED CONTRACT AMOUNT:	$538,494.00

ACCEPTED: CONTRACTOR

By: _____ _____ _____

Printed Name and Title Date

RECOMMENDED:

By: _____ LARS EWING 3/9/23

Printed Name and Title Date

APPROVED: OWNER

By: _____ _____ _____

Printed Name and Title Date

COUNTY OF LAKE

CHANGE ORDER

Lake County Public Services Department
333 Second Street,
Lakeport, CA 95453

Date: March 14, 2023

PROJECT: Hill Road Correctional Facility Standby Generator Project, Bid No. 22-08
Change Order #1

CONTRACTOR: G.D. Nielson Construction
147 Camino Oruga
Napa, CA 94558

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ORIGINAL CONTRACT WORKING DAYS:	90	Working Days
TIME EXTENSION ON PREVIOUS CHANGE ORDER(S):	0	Working Days
TIME EXTENSION FOR THIS CHANGE ORDER:	0	Working Days
REVISED CONTRACT WORKING DAYS:	90	Working Days

ORIGINAL CONTRACT AMOUNT:	$507,456.00
AMOUNT OF PREVIOUS CHANGE ORDERS (Additions):	0.00
AMOUNT OF PREVIOUS CHANGE ORDERS (Deductions):	0.00
AMOUNT OF THIS CHANGE ORDER:	$ 31,038.00
REVISED CONTRACT AMOUNT:	$538,494.00

ACCEPTED: CONTRACTOR

By: _____ DIANN M. NIELSON, PRES. 3/10/23

Printed Name and Title Date

RECOMMENDED:

By: _____ LARS EWING 3/9/23

Printed Name and Title Date

APPROVED: OWNER

By: _____ _____ _____

Printed Name and Title Date

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**7.5

Memorandum

Date: **March 14, 2023**

To: **The Honorable Jessica Pyska, Chair, Board of Directors of the Lake County Watershed Protection District**

From: **Marina Deligiannis, Deputy Water Resources Director**

Subject: (Sitting as the Board of Directors of the Lake County Watershed Protection District) Consideration of the Purchase Agreement with Eric Seely for Property within the Middle Creek Flood Damage Reduction and Ecosystem Restoration project in the amount of $1,206,900.00 and authorize the Chair of the Board of Directors to sign the Agreement

Executive Summary:

Our consultant, Monument Right of Way, has reached an agreement for the purchase of property known as Assessor's Parcels Number (APN) 004-010-450 owned by Mr. Eric Seely. The purchase of this property will be one step closer toward the development of the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project (Middle Creek Project).

The purchase of APN 004-010-450 totals $1,206,900.00 and is being completed using grant funds provided by the State of California, Department of Water Resources (CADWR) by means of the Flood Corridor Program. CADWR's Flood Corridor Program follows the provisions required by the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970.

The appraisal was prepared by a third party hired by our relocation consultant, Monument Right of Way, with review and approval by CADWR's Real Estate Division. The Purchase Agreement is attached for your review and approval.

If not budgeted, fill in the blanks below only:
Estimated Cost: $1,206,900.00 Amount Budgeted: $1,206,900.00 Additional Requested: _____ Future Annual Cost: _____

Purchasing Considerations (check all that apply): ☒ Not applicable
☐ Fully Article X. <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI>- and/or Consultant Selection Policy <http://lcnet.co.lake.ca.us/Assets/Intranet/Policy/Policies+$!26+Procedures+Manual/Ch4_2021v2.pdf>-Compliant (*describe process undertaken in "Executive Summary"*)
☐ Section 2-38 <https://library.municode.com/ca/lake_county/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXPU_S2-38EXCOBI> Exemption from Competitive Bidding (*rationale in "Executive Summary," attach documentation, as needed*)
☐ For Technology Purchases: Vetted and Supported by the Technology Governance Committee <http://lcnet.co.lake.ca.us/Assets/Intranet/Intranet+Forms/Information+Technology/AdvPlan.pdf> (*"Yes," if checked*)

☐ Other (*Please describe in Executive Summary*)

Consistency with Vision 2028 <http://www.lakecountyca.gov/Government/Directory/Administration/Visioning/Vision2028.htm>

(check all that apply):

☐ Not applicable
☐ Well-being of Residents
☐ Public Safety
☐ Disaster Prevention, Preparedness, Recovery
☐ Economic Development
☐ Infrastructure
☐ County Workforce
☐ Community Collaboration
☐ Business Process Efficiency
☐ Clear Lake

Recommended Action:

(Sitting as the Board of Directors of the Lake County Watershed Protection District) Approve the Purchase Agreement with Eric Seely for Property within the Middle Creek Flood Damage Reduction and Ecosystem Restoration project in the amount of $1,206,900.00 and authorize the Chair of the Board of Directors to sign the Agreement

TRANSMITTAL

December 7, 2022

Water Resources Department
c/o Marina Deligiannis
255 N. Forbes St.
Lakeport, CA 95453

Regarding: **Middle Creek Flood Damage Reduction and Ecosystem Restoration Project Documents Requiring Signature Approval**

Dear Marina,

In connection with the right-of-way acquisition for the Middle Creek Flood Damage Reduction and Ecosystem Restoration Project, enclosed please find the following original documents requiring the City's signature approval:

#	APN:	Property Address:	Parcel Reference:	Documents Enclosed:
1	004-010-450	9214 Bridge Arbor Dr. Upper Lake, CA 95485	Eric Seely	(1) Purchase Agreement (1) Grant Deed (1) Just Comp. Approval

*Please note escrow will require the original wet signed Certificate of Acceptance attached to the Grant Deed delivered to their office for recording.

Please notify me when the documents have been executed and Monument will provide a pre-paid USPS mailing slip for direct delivery to escrow. If you have any questions regarding the enclosed, please feel free to contact me at (562) 547-0784 or via email at tmccloud@monumentrow.com

Sincerely,

Tim McCloud
Right-of-Way Agent
Monument, Inc.

Enclosure(s)

RECEIVED - DPW

DEC 13 2022

Eric Seely, a married man as his sole and separate property
Grantor

REAL PROPERTY PURCHASE CONTRACT
THE LAKE COUNTY WATERSHED PROTECTION DISTRICT
Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
Assessor's Parcel No. 004-010-450

A document in the form of a Grant Deed covering the property particularly described in the said instrument has been executed and delivered to Tim McCloud, Principal Right-of-Way Agent, Monument, Inc., acting on behalf of the Lake County Watershed Protection District, hereinafter referred to as District, who is acquiring the aforesaid real property for the District.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the District of all further obligation or claims on this account, or on account of the proposed public improvement.

   (B) The District requires said property for the purpose of flood control protection as provided in the State of California Water Code Section 79037, Division 26, Chapter 5, Article 2.5.

   Both Grantor(s) and Grantee recognize that Grantor(s) is being displaced by the District, a public entity, and Grantor(s) is entitled to uniform and equitable treatment under 49 Code of Federal Regulations, Part 24.

2. The District shall:

   (A) Pay the undersigned Grantor(s) the sum of **ONE MILLION TWO HUNDRED SIX THOUSAND NINE HUNDRED DOLLARS ($1,206,900.00)**, for the property or interest conveyed by the above document when title to said property vests in the District, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

      a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

      b. Covenants, conditions, restrictions, and reservations of record, or contained in the above-referenced documents.

      c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

   (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the District, the premium charged therefore.

   (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments, which have become a lien at the close of escrow.

3. Any or all monies payable under this contract up to and including the total amount of unpaid principal and interest on a note secured by a mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand be made payable to mortgagee or beneficiary entitled thereunder; said mortgagee or beneficiary to furnish grantor with good and sufficient receipt showing said monies credited against the indedtedness secured by said mortgage or deed of trust.

4. Grantor warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agree(s) to hold the District harmless and reimburse the District for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

5. Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes, on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under Federal or State law, the District may elect to recover its cleanup costs from those who caused or contributed to the contamination.

6. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the District or its authorized agents, including the right to remove and dispose of improvements, shall commence at the close of escrow controlling this transaction and that the payment shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use.

7. Should the property be materially destroyed by fire, earthquake or other calamity without fault of either party, this contact may be rescinded by the District; in such an event, the District may reappraise the property and make an offer thereon.

8. It is understood and agreed by and between the parties hereto that the payment in Clause 2(A) above includes, but is not limited to, payment for a 40.23± Acres acre parcel including all improvements of which are considered to be part of the realty and are being acquired by the District in this transaction.

9. It is understood and agreed that the acquisition price of the property being acquired in this transaction reflects the fair market value of all the real property without the presence of any personal property. Personal property includes but is not limited to non-operative vehicles and vehicle parts, non-operative farm equipment and farm equipment parts, non-operative appliances and appliance parts, unattached playground equipment, children vehicles and toys, gardening, household, and farming tools, fencing and gate material, pipe, post, firewood, bottles, cans, clothing and other miscellaneous personal items that could be of value or could be considered rubbish.

It is further understood and agreed that Grantor(s) shall remove all personal property from real property prior to vacating said real property. Any personal property remaining on real property, for any reason, after Grantor(s) vacates said real property shall become the property of the District and District may dispose of said personal property as it may see fit. Grantor(s) agree that District is entitled to be reimbursed by Grantor(s) for reasonable

cost associated with the removal, if necessary, of Grantor(s) personal property if personal property is not removed by Grantor(s) prior to or upon Grantor(s) vacating said real property.

10. It is agreed that the Grantor(s) shall have a 15-day grace period commencing on the day following the date of recordation of the deed conveying title to the District.

11. It is understood and agreed that the Grantor(s) shall eliminate to the satisfaction of the below named title company the effect of the following title exceptions disclosed on that certain preliminary title report prepared by Fidelity National Title Company of California, Escrow No. 5142000817.

12. This transaction will be administered through an escrow with First American Title Company, 651 First Street West, Suite E., Sonoma, CA 95476.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATORY PAGE FOLLWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____, 2023 as follows:

GRANTOR(S):

Eric Seely, a married man as his sole and separate property

_____
Eric Seely

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

ATTEST:
Susan Parker
Clerk of the Board

By: _____

APPROVED:

LAKE COUNTY WATERSHED
PROTECTION DISTRICT

By: _____
Chair, Board of Directors

EXHIBIT "A"

Legal Description

APN: 004-010-450

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

PARCEL 2, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY ON JULY 20, 1983 IN BOOK 24, OF PARCEL MAPS AT PAGE 4, LAKE COUNTY RECORDS.

PARCEL TWO:

A 10 FOOT WIDE NON-EXCLUSIVE WATER TRANSMISSION LINE EASEMENT FOR THE BENEFIT OF THE OWNERS OF PARCEL 2 OF THAT CERTAIN MAP RECORDED JULY 20, 1983 IN BOOK 24, OF PARCEL MAPS AT PAGE 4, LAKE COUNTY RECORDS, AND AFFECTING ALL THAT PORTION OF PARCEL 1 OF SAID PARCEL MAP, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE NORTH 82° 57' 25" WEST ALONG THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 490.00 FEET TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE SOUTH 39° 07' 22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 5.90 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF THE HEREIN 10 FOOT WIDE EASEMENT;

THENCE NORTH 82° 57' 25" WEST, A DISTANCE OF 328.22 FEET TO A POINT THAT IS 5.00 FEET FROM, MEASURED AT RIGHT ANGLES, SAID SOUTH LINE; (1) THENCE NORTH 43° 30' 00" WEST, A DISTANCE OF 89.03 FEET; (2) THENCE NORTH 15° 20' 00" WEST, A DISTANCE OF 138.77 FEET; (3) THENCE NORTH 01° 20' 00" EAST, A DISTANCE OF 194.27 FEET;

THE HEREIN EASEMENT INCLUDES THE RIGHT TO REMOVE, REPAIR AND REPLACE THE WATER TRANSMISSION LINES WITHIN SAID EASEMENT, TOGETHER WITH AN ACCESS RIGHT TO SAID EASEMENT.

APPROVAL OF JUST COMPENSATION

TO: File

FROM: Jeremy Nied
Project Manager
Monument

REGARDING: Approval of Real Property Appraisal and Establishment of Just Compensation
Middle Creek Flood Damage Reduction and Ecosystem Restoration Project

DATE: June 17, 2022

Assessor Parcel No(s).	Owner Name	Date of Appraisal	Value Conclusion
004-010-450	Eric Seely	March 9, 2022	$1,206,900

I have reviewed and approve the following appraisal report prepared by Pattison & Associates, Inc., dated March 9, 2022 and hereby approve the valuation conclusions contained in said reports.

Approval:
Lake County Watershed Protection District

By:_____
Name:_____
Title:_____

Date:_____

Recording Requested By:

Lake County Watershed Protection District

And When Recorded Mail To:

Board of Directors
Lake County Watershed Protection District
Courthouse – 255 N. Forbes Street
Lakeport, CA 95453

Documentary Transfer Tax $ Exempt
County of Lake

By:_____

Recording Fee $0.00 **Govt. Code 27383**

APN:004-010-450

(Space Above This Line For Recorder's Use Only)

GRANT DEED

Eric Seely, a married man as his sole and separate property

do(es) hereby GRANT to the

LAKE COUNTY WATERSHED PROTECTION DISTRICT, a public entity, the following described real property in the **County of Lake, State of California.**

FOR DESCRIPTION, SEE EXHIBIT "A" ATTACHED HERETO:

Eric Seely

Dated: 11/07/22

(Signatures must be notarized)

EXHIBIT "A"

Legal Description

APN: 004-010-450

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF LAKE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

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THE HEREIN EASEMENT INCLUDES THE RIGHT TO REMOVE, REPAIR AND REPLACE THE WATER TRANSMISSION LINES WITHIN SAID EASEMENT, TOGETHER WITH AN ACCESS RIGHT TO SAID EASEMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Lake)

On November 7, 2022 before me, G.S. Williamson, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Eric Seely
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

G. S. WILLIAMSON
Notary Public - California
Lake County
Commission # 2307968
My Comm. Expires Nov 2, 2023

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed Document Date: 11/7/2022
Number of Pages: 4 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eric Seely
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☒ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the LAKE COUNTY WATERSHED PROTPROTECTION DISTRICT, a public entity hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

Accepted:

By: _____ Dated: _____

Name: _____

Title: _____

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**8.1

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023

Item#:8.2

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**8.3

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023

Item#:8.4

COUNTY OF LAKE

255 North Forbes Street
Lakeport, CA 95453

Memorandum

3/14/2023 **Item#:**8.5