



CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers
14050 Olympic Dr, Clearlake, CA

Thursday, March 03, 2022

Workshop 5:00 PM

Regular Meeting 6:00 PM

The City Council meetings are viewable in person in the Council Chambers, via livestreaming on the City's YouTube Channel (https://www.youtube.com/channel/UCTyifT_nKS-3woxEu1ilBXA) or "Lake County PEG TV Live Stream" at <https://www.youtube.com/user/LakeCountyPegTV/featured> and the public may participate through Zoom at the link listed below. The public can submit comments and questions in writing for City Council consideration by sending them to the Administrative Services Director/City Clerk at mswanson@clearlake.ca.us. To give the City Council adequate time to review your questions and comments, please submit your written comments prior to 4:00 p.m. on the day of the meeting.

AGENDA

AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

If you need disability related modification, including auxiliary aids or services, to participate in this meeting, please contact Melissa Swanson, Administrative Services Director/City Clerk at the Clearlake City Hall, 14050 Olympic Drive, Clearlake, California 95422, phone (707) 994-8201, ext 106, or via email at mswanson@clearlake.ca.us at least 72 hours prior to the meeting, to allow time to provide for special accommodations.

AGENDA REPORTS

Staff reports for each agenda item are available for review at www.clearlake.ca.us. Any writings or documents pertaining to an open session item provided to a majority of the City Council less than 72 hours prior to the meeting, shall be made available for public inspection on the City's website at www.clearlake.ca.us.

Zoom Link: <https://clearlakeca.zoom.us/j/84745311423>

A. ROLL CALL

MEETING PROCEDURES: *All items on agenda will be open for public comments before final action is taken. Citizens wishing to introduce written material into the record at the public meeting on any item are requested to provide a copy of the written material to the Administrative Services Director/City Clerk prior to the meeting date so that the material may be distributed to the City Council prior to the meeting. Speakers must restrict comments to the item as it appears on the agenda and stay within a three minutes time limit. The Mayor has the discretion of limiting the total discussion time for an item.*

5:00 PM Mid-Year Budget Workshop

6:00 PM Regular Meeting**B. PLEDGE OF ALLEGIANCE**

C. INVOCATION/MOMENT OF SILENCE: *The City Council invites members of the clergy, as well as interested members of the public in the City of Clearlake, to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. This opportunity is voluntary and invocations are to be less than three minutes, offered in a solemn and respectful tone, and directed at the City Council. Invocational speakers who do not abide by these simple rules of respect and brevity shall be given a warning and/or not invited back to provide a subsequent invocation for a reasonable period of time, as determined appropriate by the City. This policy is not intended, and shall not be implemented or construed in any way, to affiliate the City Council with, nor express the City Council's preference for, any faith or religious denomination. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of religious denominations and faith represented and practiced among the citizens of Clearlake. If a scheduled invitational speaker does not appear at the scheduled meeting, the Mayor will ask that the City Council observe a moment of silence in lieu of the invocation. More information about the City's invocation policy is available upon request by contacting the Administrative Services Director/City Clerk at (707) 994-8201x106 or via email at mwsanson@clearlake.ca.us.*

D. ADOPTION OF THE AGENDA *(This is the time for agenda modifications.)*

E. PRESENTATIONS

1. Presentation of a Proclamation Declaring March 2022 as March for Meals Month

F. PUBLIC COMMENT: *This is the time for any member of the public to address the City Council on any matter not on the agenda that is within the subject matter jurisdiction of the City. **The Brown Act, with limited exceptions, does not allow the Council or staff to discuss issues brought forth under Public Comment.** The Council cannot take action on non-agenda items. Concerns may be referred to staff or placed on the next available agenda. Please note that comments from the public will also be taken on each agenda item. Comments shall be limited to three (3) minutes per person.*

G. CONSENT AGENDA: *All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one motion. There will be no separate discussion of these items unless a member of the Council requests otherwise, or if staff has requested a change under Adoption of the Agenda, in which case the item will be removed for separate consideration. Any item so removed will be taken up following the motion to approve the Consent Agenda.*

2. Adopt Resolution 2022-11 Amending the Fiscal Year 2021-22 Budget with Mid-Year Adjustments
Recommended Action: Adopt Resolution 2022-11

3. Warrants
Recommended Action: Receive and file

4. Minutes of the January 12, 2022 Lake County Vector Control District Board Meeting
Recommend Action: Receive and file

H. BUSINESS

5. Discussion and Consideration of Financing Options to Facilitate Additional Road Maintenance Projects
Recommended Action: Provide Direction to Staff
6. Consider First Reading of Amendment to Clearlake Municipal Code Chapter 18-20.130.c Water Efficient Landscaping
Recommended Action: Hold first reading of Ordinance No. 259-2022, read it by title only, waive further reading and set second reading and adoption for March 17, 2022
7. Consider First Reading of Amendment to Clearlake Municipal Code Chapter 9-1 Building and Housing
Recommended Action: Hold first reading of Ordinance No. 260-2022, read it by title only, waive further reading and set second reading and adoption for March 17, 2022
8. Consideration of Cost Sharing Agreement for Expenses Related to Facilitation of Community Visioning Forums
Recommended Action: Authorize the City Manager to enter into cost sharing agreement with the County of Lake and City of Lakeport for the hosting of Community Visioning Forums.

I. CITY MANAGER AND COUNCILMEMBER REPORTS**J. FUTURE AGENDA ITEMS****K. CLOSED SESSION**

- (9) Pursuant to Government Code Section 54957: PUBLIC EMPLOYEE PERFORMANCE
EVALUATION: Title: City Manager
- (10) Conference with Legal Counsel - Existing Litigation: Pursuant to Government Code 54956.9 - City of Clearlake vs. Amerisourcebergen Drug Corporation, et al. Case No. 1:20-cv-06212

L. ANNOUNCEMENT OF ACTION FROM CLOSED SESSION**M. ADJOURNMENT**

POSTED: February 25, 2022

BY:



Melissa Swanson, Administrative Services Director/City Clerk



March For Meals Month

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older;

WHEREAS, the Meals On Wheels Association of America established the National March For Meals Campaign in March 2002 to recognize the historic month, the importance of Older Americans Act Senior Nutrition Programs and raise awareness about senior hunger in America;

WHEREAS, the 2022 observance of the March For Meals campaign provides an opportunity to support Senior Nutrition Programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger;

WHEREAS, volunteer drivers for Meals On Wheels programs in Clearlake are the backbone of the program and they not only deliver nutritious meals to homebound seniors and individuals with disabilities, but also caring concern and attention to their welfare; and

WHEREAS, Senior Nutrition Programs provide nutritious meals to seniors throughout the city and help them to avoid premature or unnecessary institutionalization;

WHEREAS, Senior Nutrition Programs also provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation;

WHEREAS, Senior Nutrition Programs in Clearlake deserve recognition for the contributions they have made and will continue to make to our local community.

NOW THEREFORE, the City Council of the City of Clearlake does hereby proclaim March 2022 as March For Meals Month and urges every citizen to take time this month to honor our Senior Nutrition Programs, the seniors they serve and the volunteers who care for them. Our recognition and involvement of the national 2022 March For Meals campaign can enrich our entire community and help end senior hunger in America—*so no senior goes hungry®*.

Dated this 3rd day of March, 2022

Dirk Slooten, Mayor



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Adopt Resolution 2022- 11 Amending the Fiscal Year 2021-22 Budget with Mid-Year Adjustments

MEETING DATE: 3/3/2022

SUBMITTED BY: Kelcey Young, Director of Finance

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider adopting Mid-Year adjustments to the FY 2021-22 Budget to adjust various revenues and make various appropriation adjustments.

BACKGROUND/DISCUSSION:

Presented to the City Council is an update with recommended adjustments on the FY 2021-2022 Budget through the mid-point of the fiscal year (July 1st through December 31st, 2021). Based on the current trends and projections, this year's budget is on track and is expected to finish the year balanced, provided the current budget is followed and prudent spending is observed. A small increase in sales tax and planning fee revenue is anticipated, which offsets the additional expenses expected to increase costs because of Covid-19 and other factors. Other one time grants will result in additional revenue for specific projects.

A summary of the recommended changes is below:

Revenue Adjustments:

1. Increase Revenue for LEAP Grant for \$60,000
2. Increase Revenue for SB2 for \$160,000
3. Adjust CIRA Grant Revenue from \$75,000 to \$121,000
4. Add Revenue for \$5,000 for Cal Recycle Grants
5. Increase Planning Fees revenue by \$53,837
6. Increase Sales Tax revenue by \$70,347
7. Increase Measure P revenue by \$12,314
8. Increase CDBG Revenue by \$37,500

Appropriation Adjustments:

1. Adjust Non-Departmental Contract Services by \$40,000 to pay for increase in consultants for economic development outreach and strategy. This adjustment will be funded by SB2 Revenue.
2. Adjust Finance Department Consultant Services by \$55,000 to support capital projects and community development projects. This adjustment will be funded by additional Planning Fee revenue.
3. Adjust Finance Maintenance contracts to \$65,000 for planning, building and financial system to expedite reviews and citywide economic growth. This adjustment will be funded by the LEAP Grant.

4. Adjust Community Development Consultant Services by \$60,000 for additional review of community development projects. This adjustment will be funded by the increase in revenue in Planning Fees.
5. Adjust Building Maintenance from \$17,000 to \$66,000 for property abatement and lot improvement for the Homestead program and other City owned properties. This adjustment will be funded by one-time funds from the CIRA Grant.
6. Appropriate \$5,000 for Recycle Fund to pay for trash/recycle receptacle and supplies. This will be funded by the Cal Recycle Grant.
7. Increase PW salary budget by \$2,000 and \$2,000 to Special Duty Pay. This will be funded by additional Sales tax revenue.
8. Increase Park Department Salaries by \$20,000 to account for employee reorganization resulting in a senior employee in the position. Increase Special Duty Pay by \$1,000 and overtime by \$5,000. This will be funded by additional Sales Tax Revenue.
9. Increase Park Department Supplies account by \$5,000 to cover additional park maintenance supplies. This will be funded by additional Sales Tax Revenue.
10. Increase PD Overtime by \$30,000 due to increased overtime for Covid quarantines and vacant positions. This will be funded by additional Sales Tax Revenue.
11. Increase PD Fuel Cost by \$7,000 due to the rising costs of fuel and additional vehicle usage. This will be funded by additional Sales Tax Revenue.
12. Increase Measure P Overtime by \$12,314 due to Covid 19 quarantine and vacant position. This will be funded by additional Measure P Sales Tax Revenue.
13. Adjust Code Enforcement Vehicle Abatement by \$49,184 for Salvage Costs from 2020-21 but paid for in 2021-22.
14. Increase CDBG Code Enforcement overtime by \$37,500 to focus on CDBG areas of the city. Funded by CDBG Code Enforcement Grant Funds

FISCAL IMPACT:

☐ None ☒ \$444,998 Total/\$390,184 GF Budgeted Item? ☐ Yes ☒ No
 Budget Adjustment Needed? ☒ Yes ☐ No If yes, amount of appropriation increase: \$444,998
 Affected fund(s): ☒ General Fund ☒ Measure P Fund ☐ Measure V Fund ☒ Other: 350, 363
 Comments: No net impact as increased expenses are being covered by increased revenues.

STRATEGIC PLAN IMPACT:

- ☒ Goal #1: Make Clearlake a Visibly Cleaner City
- ☒ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☒ Goal #5: Ensure Fiscal Sustainability of City
- ☒ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Section G, Item 2.

Move to approve the resolution.

☒ **Attachments:** 1) Resolution No 2022-11

RESOLUTION NO. 2022-11**ADOPTION OF MID-YEAR ADJUSTMENTS TO THE FY 2021-22 BUDGET (RESOLUTION 2021-33)**

WHEREAS, the City Council desires to review the Adopted Budget Mid-Year and make appropriate adjustments as deemed necessary for the financial health of the City of Clearlake.

WHEREAS, the City Council adopted the FY 2021-22 Budget in June of 2021.

WHEREAS, The City Council of the City of Clearlake reviewed revenue and expenditures through December 31, 2022 at the March 3, 2022 Council Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clearlake that the FY 2021-22 Budget is amended as specified below.

Appropriation Adjustments							
Fund	Fund Name	Department	Account	Description	FY 21-22 Adopted	Adjustment	FY 21-22 Amended Budget
100	General	Non Departmental	100-1110-750-561	Contract Services	\$ 67,650	\$ 40,000	\$ 92,650
100	General	Finance	100-1300-750-560	Consultant Services	\$ 57,107	\$ 55,000	\$ 107,107
100	General	Finance	100-1300-600-532	Maintenance Contracts	\$ 40,000	\$ 65,000	\$ 100,000
100	General	Community Development	100-1400-750-560	Consultant Services	\$ 85,000	\$ 60,000	\$ 135,000
100	General	Facilities	100-3015-650-341	Building Maintenance	\$ 17,000	\$ 49,000	\$ 66,000
363	Cal Recycle	Non-Departmental	363-104-21	Cal-Recycle Grant	\$ -	\$ 5,000	\$ 5,000
100	General	Public Works	100-3000-500-101	Salaries	\$ 96,229	\$ 2,000	\$ 98,229
100	General	Public Works	100-3000-500-105	Special Duty Pay	\$ 474	\$ 2,000	\$ 2,474
100	General	Parks	100-3030-500-101	Salaries	\$ 130,909	\$ 20,000	\$ 150,909
100	General	Parks	100-3030-500-105	Special Duty Pay	\$ 4,895	\$ 1,000	\$ 5,895
100	General	Parks	100-3030-500-106	Overtime	\$ 8,000	\$ 5,000	\$ 13,000
100	General	Parks	100-3030-600-235	Supplies	\$ 22,000	\$ 5,000	\$ 27,000
100	General	Police Department	100-2000-500-106	Overtime	\$ 238,415	\$ 30,000	\$ 268,415
100	General	Police Department	100-2000-600-340	Vehicle Fuel	\$ 85,500	\$ 7,000	\$ 92,500
130	Measure P	Police Department	130-2020-500-106	Overtime	\$ 91,445	\$ 12,314	\$ 103,769
100	General	Code Enforcement	100-2010-750-568	Vehicle Abatement	\$ 100,000	\$ 49,184	\$ 149,184
350	CDBG Code Enforcement	Code Enforcement	350-2045-500-106	Overtime	\$ -	\$ 37,500	\$ 37,500
Revenue Adjustment							
Fund	Fund Name	Department	Account	Description	FY 21-22 Adopted	Adjustment	FY 21-22 Amended Budget
100	General	Non-Departmental	100-410-885	Leap Grant	\$ -	\$ 60,000	\$ 60,000
100	General	Non-Departmental	100-410-995	SB2	\$ -	\$ 160,000	\$ 160,000
100	General	Non-Departmental	100-410-825	Parsac	\$ 75,000	\$ 46,000	\$ 121,000
363	Cal Recycle	Non-Departmental	363-104-21	Cal Recycle	\$ -	\$ 5,000	\$ 5,000
100	General	Non-Departmental	100-414-510	Planning Fees	\$ 30,000	\$ 53,837	\$ 133,651
100	General	Non-Departmental	100-401-140	Sales Tax	\$ 2,173,418	\$ 70,347	\$ 2,257,732
130	Measure P	Police Department	130-401-145	Sales Tax	\$ 1,246,300	\$ 12,314	\$ 1,258,614
350	CDBG Code Enforcement	Code Enforcement	350-405-895	Misc. Income	\$ 326,121	\$ 37,500	\$ 363,621

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 3rd day of March, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____

City Clerk

Mayor



Clearlake, CA

Section G, Item 3.

Check Register

Packet: APPKT01123 - 2/17/22 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01205	AMANDA LEE GARDETTE	02/17/2022	Regular	0.00	750.00	12030
000085	ARAMARK UNIFORM SERVICES	02/17/2022	Regular	0.00	49.31	12031
001435	ARGONAUT CONSTRUCTORS	02/17/2022	Regular	0.00	390,273.96	12032
VEN01199	AUTO-CHLOR SYSTEM OF NORTHERN I	02/17/2022	Regular	0.00	238.27	12033
000094	BEST WESTERN PLUS	02/17/2022	Regular	0.00	546.25	12034
000094	BEST WESTERN PLUS	02/17/2022	Regular	0.00	546.25	12035
000094	BEST WESTERN PLUS	02/17/2022	Regular	0.00	546.25	12036
000068	BOB'S JANITORIAL	02/17/2022	Regular	0.00	47.80	12037
VEN01247	BORDIN SEMMER LLP	02/17/2022	Regular	0.00	552.50	12038
VEN01228	BPR CONSULTING GROUP	02/17/2022	Regular	0.00	6,872.50	12039
VEN01178	CALIFORNIA INTERGOVERNMENTAL R	02/17/2022	Regular	0.00	28,141.98	12040
000572	COUNTY OF LAKE AUDITOR	02/17/2022	Regular	0.00	37.00	12041
000639	COUNTY OF LAKE HEALTH SERVICES D	02/17/2022	Regular	0.00	588.90	12042
000194	DEPARTMENT OF TRANSPORTATION	02/17/2022	Regular	0.00	2,066.61	12043
000073	EASTLAKE SANITARY LANDFILL	02/17/2022	Regular	0.00	49.24	12044
2411	ERIN MCCARRICK	02/17/2022	Regular	0.00	150.00	12045
001199	EUREKA OXYGEN CO	02/17/2022	Regular	0.00	42.34	12046
VEN01108	FAWN CHRISTINE WILLIAMS	02/17/2022	Regular	0.00	150.00	12047
001402	GREEN VALLEY CONSULTING	02/17/2022	Regular	0.00	36,342.50	12048
001554	HINDERLITER DELLAMAS & ASSOC.	02/17/2022	Regular	0.00	4,174.09	12049
VEN01253	JESUS LOERA	02/17/2022	Regular	0.00	61.25	12050
000108	LAKE COUNTY RECORD BEE	02/17/2022	Regular	0.00	245.34	12051
000113	LEAGUE OF CALIF CITIES	02/17/2022	Regular	0.00	100.00	12052
002286	LISA WILSON	02/17/2022	Regular	0.00	150.00	12053
000684	LORMAN EDUCATION SERVICES	02/17/2022	Regular	0.00	892.35	12054
VEN01254	MICHAEL L. HORAN - ESS ENVIRONME	02/17/2022	Regular	0.00	1,340.00	12055
001836	PAK N MAIL	02/17/2022	Regular	0.00	70.38	12056
001843	PG&E CFM	02/17/2022	Regular	0.00	734.38	12057
002215	ROBERT COKER	02/17/2022	Regular	0.00	150.00	12058
001500	RYAN PETERSON	02/17/2022	Regular	0.00	250.00	12059
VEN01223	STEVEN DIAZ	02/17/2022	Regular	0.00	61.25	12060
VEN01222	TERRY LEE STEWART	02/17/2022	Regular	0.00	150.00	12061
001540	US BANK CORPORATE PMT. SYSTEM	02/17/2022	Regular	0.00	179.88	12062
VEN01252	VIRGIL ELLIS	02/17/2022	Regular	0.00	250.00	12063
VEN01201	YOUNG & FAMILY, INC	02/17/2022	Regular	0.00	15,500.00	12064
000138	ZUMAR INDUSTRIES	02/17/2022	Regular	0.00	4,029.39	12065

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	36	0.00	496,329.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	44	36	0.00	496,329.97

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2022	496,329.97
			<u>496,329.97</u>



Clearlake, CA

Section G, Item 3.

Check Register

Packet: APPKT01142 - 2/24/22 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
VEN01168	ADAM J GIORDANO	02/24/2022	Regular	0.00	400.00	12066
001911	ADAMS ASHBY GROUP INC	02/24/2022	Regular	0.00	18,500.00	12067
000101	AMERIGAS	02/24/2022	Regular	0.00	3,482.51	12068
000085	ARAMARK UNIFORM SERVICES	02/24/2022	Regular	0.00	49.31	12069
001418	B & G TIRES OF CLEARLAKE	02/24/2022	Regular	0.00	40.00	12070
002162	CALIFORNIA ENGINEERING	02/24/2022	Regular	0.00	29,172.88	12071
VEN01178	CALIFORNIA INTERGOVERNMENTAL R	02/24/2022	Regular	0.00	38,902.02	12072
2404	CALTRONICS	02/24/2022	Regular	0.00	1,203.16	12073
000024	CLEARLAKE POLICE ASSOCIATION	02/24/2022	Regular	0.00	1,437.50	12074
000111	COPWARE	02/24/2022	Regular	0.00	615.00	12075
002392	DE LAGE LANDEN PUBLIC FINANCE	02/24/2022	Regular	0.00	829.68	12076
000774	DEEP VALLEY SECURITY	02/24/2022	Regular	0.00	82.90	12077
000160	DEPT OF JUSTICE	02/24/2022	Regular	0.00	392.00	12078
VEN01241	E4 UTILITY DESIGN	02/24/2022	Regular	0.00	4,905.00	12079
2411	ERIN MCCARRICK	02/24/2022	Regular	0.00	75.00	12080
VEN01108	FAWN CHRISTINE WILLIAMS	02/24/2022	Regular	0.00	75.00	12081
000241	GALL'S LLC	02/24/2022	Regular	0.00	764.12	12082
001732	GARY PRICE CONSULTING SERVICES	02/24/2022	Regular	0.00	4,675.00	12083
2432	GO KEYLESS	02/24/2022	Regular	0.00	400.00	12084
000096	GOLDEN STATE WATER COMPANY	02/24/2022	Regular	0.00	311.33	12085
000797	GRANITE CONSTRUCTION	02/24/2022	Regular	0.00	445,165.99	12086
VEN01250	GREG MARGETICH - MARGETICH REAL	02/24/2022	Regular	0.00	10,000.00	12087
000108	LAKE COUNTY RECORD BEE	02/24/2022	Regular	0.00	64.12	12088
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	17.74	12089
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	17.74	12090
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	137.58	12091
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	337.06	12092
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	119.84	12093
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	85.80	12094
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	137.58	12095
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	119.84	12096
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	17.74	12097
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	137.58	12098
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	255.94	12099
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	137.58	12100
000158	LAKE COUNTY SPECIAL DISTRICTS	02/24/2022	Regular	0.00	119.84	12101
002286	LISA WILSON	02/24/2022	Regular	0.00	75.00	12102
VEN01123	LOOMIS	02/24/2022	Regular	0.00	534.08	12103
VEN01048	Minnesota Life Insurance	02/24/2022	Regular	0.00	866.21	12104
002020	MORTGAGE+CARE	02/24/2022	Regular	0.00	450.00	12105
001489	NAPA AUTO PARTS	02/24/2022	Regular	0.00	179.67	12106
000026	NATIONWIDE RETIREMENT SOLUTION	02/24/2022	Regular	0.00	1,320.08	12107
001392	OFFICE DEPOT	02/24/2022	Regular	0.00	42.95	12108
000009	OPERATING ENGINEERS LOCAL 3	02/24/2022	Regular	0.00	650.00	12109
000387	PACE SUPPLY CORP	02/24/2022	Regular	0.00	41.81	12110
001889	PERFORMANCE MECHANICAL	02/24/2022	Regular	0.00	129.00	12111
001843	PG&E CFM	02/24/2022	Regular	0.00	61.04	12112
002355	RAINBOW AG	02/24/2022	Regular	0.00	944.34	12113
VEN01255	REDWOOD EMPIRE MUNICIPAL INSUR	02/24/2022	Regular	0.00	201.64	12114
002215	ROBERT COKER	02/24/2022	Regular	0.00	75.00	12115
002376	ROBERT DEWALT	02/24/2022	Regular	0.00	200.00	12116
VEN01251	RYAN KIMBLE - KIMBLE'S CONSTRUCTI	02/24/2022	Regular	0.00	54,000.00	12117
VEN01222	TERRY LEE STEWART	02/24/2022	Regular	0.00	75.00	12118
002375	THOMAS DEWALT	02/24/2022	Regular	0.00	800.00	12119

Check Register

Packet: APPKT01142

Section G, Item 3. A

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000708	VALIC LOCKBOX	02/24/2022	Regular	0.00	595.00	12120
002264	WEX BANK	02/24/2022	Regular	0.00	11,198.72	12121
VEN01221	WINE COUNTRY VENTURES, INC	02/24/2022	Regular	0.00	1,190.00	12122
000138	ZUMAR INDUSTRIES	02/24/2022	Regular	0.00	486.82	12123

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	58	0.00	637,300.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	76	58	0.00	637,300.74

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2022	637,300.74
			<u>637,300.74</u>

MINUTES OF PREVIOUS MEETING

January 12, 2022

The regular monthly meeting of the Board of Trustees of the Lake County Vector Control District was called to order at 1:33 P.M. by President Giambruno.

Board Present: Rob Bostock, Curt Giambruno, Ron Nagy, Chuck Leonard, and George Spurr.

Absent: None.

District Personnel: Jamesina J. Scott, Ph.D., Manager and Research Director and Ms. Jacinda Franusich, Office Manager.

Guests: Mr. Zach Pehling, CPA (attending remotely).

Citizens Input: None.

Agenda Additions and/or Deletions: Mr. Spurr moved to add a budget transfer to the agenda as Item 11A. Mr. Bostock seconded the motion. Motion carried unanimously.

Mr. Spurr moved to approve the Board Minutes of December 8, 2021 regular meeting with a correction to the check numbers to include checks 20587-20617 making the total expenditures for December 2021 \$139,525.84. Mr. Nagy seconded the motion. Motion carried unanimously.

Presentation of Fiscal Year 2020/2021 Audit Report by Zach Pehling, CPA

After a brief presentation by Mr. Pehling, and some discussion by the Board, Mr. Bostock moved to approve the 2020/2021 Audit Report as presented. Mr. Nagy seconded the motion. Motion carried unanimously.

Research Report

Dr. Scott reported on arbovirus activity. During 2021 West Nile virus (WNV) was detected in four mosquito samples in Lake County. In addition, four sentinel chickens from the Upper Lake flock tested positive for WNV.

In the rest of California, two thousand two hundred sixty-three mosquito samples from twenty-five counties have tested positive for West Nile virus. In addition, ninety sentinel chickens from twelve counties have tested

positive for antibodies to WNV, and there have been thirteen equine cases of WNV reported from eight counties.

Three human cases of St. Louis encephalitis virus (SLEV) were reported in residents of three counties, and forty-four mosquito samples from eight counties have tested positive for SLEV.

In the rest of the United States WNV has been detected in 49 states. This includes 2,445 cases of human illness in 14 states and 165 deaths.

Three cases of eastern equine encephalitis virus (EEEV) illness were reported in residents of North Carolina and Georgia. This includes one fatality.

Thirteen cases of Jamestown Canyon virus were reported in the United States in 2021. This includes two fatalities from New Hampshire and New Jersey.

Thirty-seven cases of La Crosse encephalitis were reported in residents of eight states in 2021.

Eighteen cases of Powassan virus were reported in 2021. All but one case was neuroinvasive, and two cases were fatal.

Seven cases of St. Louis encephalitis virus were reported from three states during 2021.

Twenty-one cases of travel-related chikungunya virus illness were reported in the United States in 2021.

Twenty-nine cases of Zika virus infection were reported in the United States in 2021. Of the cases, one was travel-related and twenty-eight were locally acquired in the US Territory of Puerto Rico.

Dr. Scott reported on adult biting fly activity. The New Jersey light trap (NJLT) near Borax Lake collected three female *Culex tarsalis* and four female *Culiseta inornata* during December. In addition, the light trap in the Reclamation collected 23 and 7 male female *Culiseta inornata*, two female *Culicoides sonorensis*, and one female *Aedes increpitus*.

Dr. Scott reported on tick testing. Four *Ixodes pacificus* ticks that were removed from Lake County residents were submitted to the Sonoma County

Public Health Laboratory for testing for *Borrelia burgdorferi*. All the samples were negative.

Dr. Scott reported on Clear Lake gnat, Chironominae, and Tanypodinae surveillance in Clear Lake. Lake checks were not completed in December due to staff availability and weather.

Operation Report

The rain gauge at the LCVCD office in Lakeport received 6.8 inches of precipitation during December. The level of Clear Lake was at -1.38 feet on the Rumsey Gauge on December 1, and increased to 0.03 feet by December 31.

In October, the District submitted an application to California's \$100 Million Special District Relief Fund requesting \$10,363. The funds are to reimburse unbudgeted costs that were incurred due to the COVID-19 emergency. On December 16, the District was informed that it had been allocated \$75,976 in COVID-19 Fiscal Relief. The District should receive the funds in January 2022.

The Vector Control Technicians have been working on a variety of projects that include replacing a damaged section of fencing at Todd Road and dismantling the old pesticide storage building.

On December 9, the certified staff participated in a webinar that included presentations about bed bug prevention, plague in California and pest prevention through building design. Continuing education credits in all categories were received for attending the webinar.

Dr. Scott attended the Mosquito and Vector Control Association of California Planning Session in Emeryville.

Approve Checks for the Month of January 2022

Mr. Nagy moved to approve Check Nos. 20618-20660 for the month of January 2022 in the amount of \$49,721.65. Mr. Leonard seconded the motion. Motion carried unanimously.

Approve Budget Transfer

Mr. Spurr moved to approve the budget transfer from account 796.90-91 Contingencies in the amount of \$3,600 to account 796.17-00 Equipment Maintenance. Mr. Leonard seconded the motion. Motion carried unanimously.

Other Business

Dr. Scott mentioned that Harassment Prevention Training needs to be completed in 2022. Training options were discussed and it was decided that the Board and District staff required to attend would watch a training webinar as a group prior to a future board meeting.

Announcement of the Next Board Meeting

The next regular meeting of the Board of Trustees of the Lake County Vector Control District will be at 1:30 P.M. on Wednesday, February 23, 2022 in the LCVCD Board Room, 410 Esplanade, Lakeport, CA 95453.

Mr. Nagy moved to adjourn the meeting. Mr. Bostock seconded the motion. There being no other business the meeting was adjourned by President Giambruno at 2:30 P.M.

Respectfully submitted,

Ronald Nagy
Secretary



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Discussion and Consideration of Financing Options for Road Maintenance Projects

MEETING DATE: 3/3/2022

SUBMITTED BY: Alan D. Flora, City Manager

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider financing of road projects in the City of Clearlake.

BACKGROUND/DISCUSSION:

Over the last several years the City has discussed the option of financing a number of road projects in order to expedite the Measure V capital improvement plan. Staff have been working with NHA Advisors on various options for financing and an analysis of what the City could afford to borrow in order to complete a larger group of projects in a shorter period of time.

While we were planning to present some information to the Council for consideration in the next couple of months, staff believe that the window is increasingly short for attractive interest rates and this should be considered in the next several weeks. The unrest in Ukraine is leading to additional uncertain and market volatility that could impact costs.

Additional detail and a presentation of possible options will be reviewed at the meeting. If the Council is interested in taking this action, we would ask for direction to bring back the final plan for approval as soon as the March 17th Council meeting.

FISCAL IMPACT:

☒ None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments: No immediate budget impact. Based on the Council direction the financing would be supported by the Measure V Fund.

STRATEGIC PLAN IMPACT:

☒ Goal #1: Make Clearlake a Visibly Cleaner City

- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☒ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☒ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Provide Direction to Staff.



CITY OF CLEARLAKE

City Council

STAFF REPORT	
SUBJECT: Consider First Reading of Amendment to Clearlake Municipal Code Chapter 18-20.130.c Water Efficient Landscaping	MEETING DATE: March 3, 2022
SUBMITTED BY: Alan Flora, City Manager Ryan Jones, City Attorney	
PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider the First Reading of Ordinance No. 259-2022 and Set a Second Reading.

BACKGROUND/DISCUSSION:

As part of the City's compliance with SB 1383, Council is required to formally include the "Water Conservation in Landscaping Act" (Government Code Section 65591 et seq) in the City's Municipal Code, or incorporated it by reference. See Attachment 1

OPTIONS:

1. Move to hold the first reading of Ordinance No. 259-2022, read it by title only, waive further reading and schedule second reading and adoption for March 17, 2022.
2. Other direction

FISCAL IMPACT:

X None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

X Goal #1: Make Clearlake a Visibly Cleaner City

☐ Goal #2: Make Clearlake a Statistically Safer City

X Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities

X Goal #4: Improve the Image of Clearlake

☐ Goal #5: Ensure Fiscal Sustainability of City

X Goal #6: Update Policies and Procedures to Current Government Standards259

X Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve the First Reading of Ordinance 259-2022, read it by title only, waive further reading and set March 17th, 2022 for the Second Reading.

☐ **Attachments:** 1) Ordinance 259-2022

ORDINANCE NO. 259-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE ADDING VERBAGE TO CHAPTER 18.-20.130.c OF THE CLEARLAKE MUNICIPAL CODE REGARDING WATER EFFICIENT LANDSCAPE REQUIREMENTS

WHEREAS, the City of Clearlake presently imposes water efficient landscape requirements on all new and rehabilitated landscaping projects that require a permit in Title 18-20.130 of the Municipal Code; and

WHEREAS, the Water Conservation in Landscaping Act (Government Code Section 65591 et seq.) (the “Act”) was enacted for the purpose of further reducing waste water associated with irrigation of outdoor landscaping; and

WHEREAS, the Act required the State Department of Water Resources (“DWR”) to draft a model water efficient landscape ordinance (“MWELo”) (Cal. Code Regs., tit. 23, §490 et seq.), and further required the cities and counties, by January 1, 2010, to adopt the MWELo, or a locally modified ordinance at least as effective in conserving water as the MWELo, or else the state MWELo applies by default (Gov. Code, §65595); and

WHEREAS, on April 1, 2015, Governor Brown signed Executive Order B 29-15, which directed the DWR to update the MWELo; and

WHEREAS, the DWR updated the MWELo on September 15, 2015; and

WHEREAS, the City intends to comply with the current MWELo; and

WHEREAS, this addition to 18-20/130 Water Efficient Landscape Ordinance is intended to locally implement the Act.

NOW, THEREFORE, the City Council of the City of Clearlake does ordain as follows:

SECTION 1. Title 18-20.130.c of the Clearlake Municipal Code is hereby modified to include the Water Conservation in Landscaping Act (Government Code Section 65591 et seq), incorporated by reference.

SECTION 2. Severability: Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 3. CEQA. The adoption of this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code

of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Effective Date. This ordinance shall take effect thirty (30) days after adoption as provided by Government Code section 36937.

SECTION 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. Pursuant to Government Code section 36933, a summary of this Ordinance may be published and posted in lieu of publication and posting the entire text.

INTRODUCED and first read at a regular meeting of the City Council on the 3rd day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

FINAL PASSAGE AND ADOPTION by the City Council of Clearlake occurred at a meeting thereof held on the 17th day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dirk Slooten, Mayor

ATTEST:

Melissa Swanson, City Clerk
City of Clearlake



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Consider First Reading of Amendment to Clearlake Municipal Code Chapter 9-1 Building and Housing

MEETING DATE:
March 3, 2022

SUBMITTED BY: Alan Flora, City Manager
Ryan Jones, City Attorney

PURPOSE OF REPORT: ☐ Information only ☐ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider the First Reading of Ordinance No. 260-2022 and set a Second Reading for the March 17th meeting.

BACKGROUND/DISCUSSION:

As part of the City's compliance with SB 1383, Council is required to formally adopt waste diversion requirements for construction and demolition debris to comply with the current version of the California Green Buildings Standards Code. See Attachment 1

OPTIONS:

1. Move to hold the first reading of Ordinance No. 260-2022, read it by title only, waive further reading and set the second reading and adoption for the March 17th, 2022 meeting.
2. Other direction

FISCAL IMPACT:

X None ☐ \$ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- X Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☐ Goal #4: Improve the Image of Clearlake

☐ Goal #5: Ensure Fiscal Sustainability of City

X Goal #6: Update Policies and Procedures to Current Government Standards

☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to approve the First Reading of Ordinance 260-2022, read it by title only, waive further reading and set March 17th, 2022 for the Second Reading and adoption.

☐ **Attachments:** 1) Ordinance 260-2022

ORDINANCE NO. 260-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE ADDING CHAPTER 9-1.50 OF THE CLEARLAKE MUNICIPAL CODE REGARDING THE RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS

WHEREAS, the City of Clearlake is required to promote the recycling of construction and demolition debris through implementation of the California Green Building Standards Code; and

WHEREAS, the California Department of Resources Recycling and Recovery (“CalRecycle”) promulgated regulations to implement Senate Bill 1383 (“SB 1383 Regulations”); and

WHEREAS, the SB 1383 Regulations require that the City of Clearlake adopt an ordinance or other enforceable requirement that requires diversion of a minimum of 65%, by weight, construction and demolition debris, from landfills; and

WHEREAS, the City Council must add Chapter 9.1.50 to the Clearlake Municipal Code to formally adopt waste diversion requirements for construction and demolition debris to comply with the current version of the California Green Buildings Standards Code.

NOW, THEREFORE, the City Council of the City of Clearlake does ordain as follows:

SECTION 1. Title 9-1.50 of the Clearlake Municipal Code is hereby adopted to read as follows:

Chapter 1.50— Recycling of Construction and Demolition Debris

9-1.50.010 - Purpose.

The California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 through 49620), created by AB 939 (chaptered as 1095) of the 1989 Legislative Session, declares that "the amount of solid waste generated in the state coupled with diminishing landfill space and potential adverse environmental impacts from landfilling constitutes an urgent need for state and local agencies to enact and implement an aggressive new integrated waste management program."

The purpose of this chapter is to promote the recycling of construction and demolition debris in order to protect the public health, safety, and welfare, and to meet the City’s obligations under AB 939 and the current version of the California Green Buildings Standards Code.

9-1.50.020 - Diversion requirements.

A. Applicants must divert from landfills a minimum of 65%, by weight, construction and demolition debris generated from the project or other amount established by State law, whichever is higher, by using recycling, reuse, and diversion programs.

B. Applicants must also comply with California Green Building Standards Code in accordance with Chapter 9-X.XX.

9-1.50.030 - Waste reduction plan.

A. Applicants for any project must submit a properly completed waste reduction plan, identifying all waste materials expected to be generated as a result of the project at the time of demolition or building permit application. No building or demolition permit shall be issued until the applicant has submitted a waste reduction plan in the form required by the building official and until the waste reduction plan has been approved by the building official or designee.

B. The waste reduction plan must contain, at a minimum, the following:

1. The type of project;
2. The total square footage of the project;
3. The estimated weight of project construction and demolition debris to be generated by material type;
4. The construction and demolition debris materials that will be diverted from disposal by recycling, reuse on the project or salvage for future use or sale;
5. If construction and demolition debris will be sorted on-site (source-separated) or bulk mixed (single stream);
6. Diversion facilities where the construction and demolition debris will be taken;
7. Construction methods taken to reduce the amount of construction and demolition debris generated; and,
8. The amount of construction and demolition debris diverted by weight.

C. Every person or entity to whom a building or demolition permit has been issued ("permittee") shall comply, and require their subcontractors to comply, with the provisions of the approved waste reduction plan applicable to the permit.

D. If the permittee subsequently wishes to amend the approved waste reduction plan, the permittee shall submit the request in writing to the building official. The building official or their designee shall approve or deny the requested amendment, as submitted or as modified by the building official or their designee, as appropriate.

E. The permittee shall collect and retain (1) weight tickets, (2) an inventory of reused items, (3) receipts and other records from all recipients of discarded material that demonstrate the reuse, recycling, and disposal of all material generated by and hauled from the project, and (4) such other documentation as necessary to establish compliance with the approved waste reduction plan.

F. The permittee shall, for commercial projects involving additions and alterations, verify that Universal Waste items, including fluorescent lamps and ballast and mercury containing thermostats are properly disposed of and diverted from the landfills. "Universal Waste" means batteries, electronic devices, mercury-containing equipment, lamps, cathode ray tubes or glass, and aerosol cans. A list of prohibited Universal Waste materials shall be included in the construction documents.

G. Prior to final inspection of the project or as otherwise required by the waste reduction plan, the permittee shall complete and submit to the building official a diversion summary sheet and the documentation described in subsection E of this section.

9-1.50.040 - Payment of monitoring costs.

Any person or entity which has previously failed to comply with an approved waste reduction plan or with the other provisions of the ordinance codified in this chapter may, at the time of submitting any subsequent waste reduction plan for approval, be required to pay a monitoring fee in the amount set from time to time by resolution of the city council to cover the costs of monitoring compliance with the approved waste reduction plan. The decision as to whether the facts warrant the imposition of the monitoring fee shall be made by the building official.

9-1.50.050 - Penalties.

Violation of any provision of this chapter, including, but not limited to,

- A. Demolition or construction before having or without having an approved waste reduction plan;
- B. Failure to comply with the approved waste reduction plan (as amended, if applicable);
- C. Failure to provide all required documentation prior to final inspection or as required by the waste reduction plan shall subject the violator to a penalty of up to ten times the permit fee for the building or demolition permit, as determined by the building official, as set forth in Sections 9-X.XX.040 of this code.

SECTION 2. Severability: Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 3. CEQA. The adoption of this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Effective Date. This ordinance shall take effect thirty (30) days after adoption as provided by Government Code section 36937.

SECTION 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall give notice of its adoption as required by law. Pursuant to Government Code section 36933, a summary of this Ordinance may be published and posted in lieu of publication and posting the entire text.

INTRODUCED and first read at a regular meeting of the City Council on the 3rd day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

FINAL PASSAGE AND ADOPTION by the City Council of Clearlake occurred at a meeting thereof held on the 17th day of March, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dirk Slooten, Mayor

ATTEST:

Melissa Swanson, City Clerk
City of Clearlake

**AGREEMENT FOR FACILITATION OF COMMUNITY VISIONING
FORUMS PROMOTING TOLERANCE, RESPECT, EQUITY
AND INCLUSION IN LAKE COUNTY**

Section H, Item 8.

This Agreement is made and entered into by and between the County of Lake, hereinafter referred to as “County,” and Nicole Anderson and Associates Consulting, LLC (NAAC), hereinafter referred to as “Contractor,” collectively referred to as the “parties.”

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor (NAAC) shall provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit “A” at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Scope of Services, Exhibit B – Fiscal Provisions, and Exhibit C – Compliance Provisions, the Agreement shall prevail.

2. TERM. This Agreement shall commence on February 15, 2022, and shall terminate on February 14, 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 “A” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed Thirty-Three Thousand Dollars (\$33,000.00).

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit “B” (Fiscal Provisions), attached hereto, provided 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 thirty (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 the County Administrative Officer.

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

County of Lake
Administration
255 N. Forbes St
Lakeport, CA 95453
Attn: Matthew T. Rothstein

Nicole Anderson and Associates Consulting, LLC
P.O. Box 5475
Vallejo, CA 94591
Attn: Nicole Anderson

**AGREEMENT FOR FACILITATION OF COMMUNITY VISIONING FORUMS PROMOTING
TOLERANCE, RESPECT, EQUITY AND INCLUSION IN LAKE COUNTY**

Section H, Item 8.

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.** This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at Lakeport, California, on February 15, 2022.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

Nicole Anderson and Associates
Consulting, LLC

ATTEST:
CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT
County Counsel

By: _____

By: _____

EXHIBIT “A” – SCOPE OF SERVICES

1. CONTRACTOR RESPONSIBILITIES.

Contractor responsibilities shall be as described in the Request for Qualifications response document (hereinafter “Proposal”) attached hereto, and incorporated by reference.

2. REPORTING REQUIREMENTS. Contractor shall submit monthly reports in a format approved by County by the 14th of each month of the performance period. Upon completion of the Scope of Services, a final report shall be submitted with the Contractor’s final invoice. This report shall including findings of quantitative and qualitative research and specific recommendations for next steps of the Lake County Board of Supervisors and City Councils of the Cities of Clearlake and Lakeport.

3. RECORDS RETENTION. 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 five (5) 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.

4. COUNTY RESPONSIBILITIES. The County shall support the work of the Contractor through activities including, but not limited to, the following:

- Coordinating scheduling of Community Visioning Forums and preparatory meetings;
- Announcing and advertising public Forums, and any preparatory meetings to include community stakeholders, to encourage participation;
- Providing appropriate County representation at meetings described in the Proposal;
- Reviewing any and all work products developed (documents, slide presentations, etc.) in a timely manner, as needed; and
- Scheduling and/or contributing to development of Board of Supervisors, City Council and/or community updates, as needed.



Nicole Anderson And Associates Consulting, LLC

Better Education Through Honest Effective Leadership

**1 Year Proposal, October 1, 2021-June 30, 2022
Submitted 8.16.21**

Matthew T. Rothstein, Deputy County Administrative Officer
Lake County
255 N. Forbes St.
Lakeport, CA 95453
Phone: (707) 263-2580
Matthew.Rothstein@lakecountycal.gov

Executive Summary

In order to close equity gaps seen in agencies and across communities, it is essential that county leaders build capacity and shift the paradigm of a system that was not designed to yield successful outcomes for all stakeholders. We have designed a rich and comprehensive program with a systems approach to support county leaders and teams from all levels to assist in the development of deep belief systems and understanding of diversity that empowers them to be proactive and responsive to the diverse needs of the communities they serve.

About Us

Nicole Anderson has served in varying roles in education for almost 25 years around the state and nation. She is a highly qualified developer and facilitator of professional learning services as well as a dedicated advocate for educational equity work. After serving as a school district teacher and administrator at various levels, she led and facilitated ACSA's and CSBA's state-wide equity work as well as a cadre of networks and professional development for educators all levels.

Mrs. Anderson's current work is supported by a team of experts in the field, practitioners, as well as researchers who provide unique services to school boards, Superintendent search firms, as well as county, district, and school leaders. Inspired by her grandfather, Jesse M. Bethel, she continues to inspire educational leaders around the state and nation who have locked arms on the journey to close educational equity gaps through a systems approach. (See details below)

Clients that have receiving similar services in this proposal include but are not limited to the following: California State Association of Counties, San Mateo-Foster City SD, Claremont USD, South San Francisco USD, Redlands USD, Stockton USD, Yolo County Office of Education, California School Boards Association, Riverside County Office of Education, as well as San Mateo County Office of Education.

*Additional/current client names around the state of California are available upon request.

**Refer to [website](#) for list of additional current and past clients.

*"Educational Leaders:
we cannot close the educational
gaps that we see in our schools if
we don't close the one in our
minds first."
-Nicole Anderson-*

Nicole Anderson and Associates
Consulting, LLC

PHONE
707-333-8552

ADDRESS
P.O. Box 5475, Vallejo, Ca. 94591

EMAIL
nicole@nicoleandersonconsulting.com

WEBSITE
nicoleandersonconsulting.com

“EDI Leadership with a System’s Approach”

Systems Change Approach: Equity Leadership training is delivered with a systems approach lens in order to address historical inequities and complex issues that persist in the across and within industries. Research suggests that system shifts in policy and practice require a long term approach with strategic implementation at various levels in a system. Thus, desired results may not be realized in the beginning phases of the work but can be measured over time to reveal evidence of sustainable change and equity gap closure. (Refer to Water of Systems Change Article)

Equity Leadership Framework: Content delivered is centered in the Equity Leadership Framework includes 6 phases of leadership that leaders and stakeholders across a system can use to guide equity driven decisions. The framework embodies a sequential, yet ongoing journey that is grounded in an inside-out approach to addressing equity challenges. These include the following:

1. Depend Belief Systems: Reflect upon one’s own social-cultural identity including beliefs and biases that impact mindset
2. Understand Diversity: Seek to understand and value other cultures through storytelling and relationship building in order to expand equity lens in personal and professional life.
3. Empower Oneself: Become familiar with research based strategies, language, and concepts to deepen awareness in order to interrupt inequities. This includes building capacity of others through ongoing professional learning as well as leveraging of alliances to lead collective work and create a cultural shift.
4. Be Proactive and Responsive: Develop an EDI impact action plan as well as examine current policy, practice, and data that reveal stakeholders who are not being served well in the system. During this phase, begin to utilize strategies learned with an anticipation of the barriers to equity.
5. Serve Diverse Needs of the Community: Strategically implement equity impact action plan steps which can include the development of revision of policy, innovative allocation of resources, as well as a complete shift in practice.
6. Close Equity Gaps: Celebrate growth as well as monitor and adjust EDI impact action plan as diverse needs evolve in order to sustain gap closure.

Key outcomes/Deliverables:

1. Evolve and align the current definition of equity, diversity, and inclusion across the organization
2. Build capacity of leadership to ensure effective and strategic implementation of EDI focused practices
2. Conduct needs assessment to identify readiness for internal equity leadership work
3. Conduct needs assessment to identify external EDI challenges
4. Collaboratively develop/evolve an equity impact action plan/framework in alignment with the organization’s strategic to systemically address equity gaps

Measurement of impact:

Evidence of progress towards the closure of identified equity gaps during the fiscal year will be measured on a short, medium, and long term basis and include but are not limited to the following quantitative/qualitative metrics:

1. session evaluations
2. pd calendar
3. attendance logs
4. equity impact action plan drafts
5. coaching logs
6. surveys, interviews, forums, observations
7. Equity gap data analysis for continuous improvement

Content/Research/Tools include:

1. Characteristics of Effective Governance Teams
2. Water of Systems Change Article/Action Plan Template
3. Equity Impact Action Plan Template
4. 4 Indicators of Equity
5. Maslow’s Hierarchy of Needs
6. Ladder of Inference

- 7. The Blind Men and the Elephant Poem
- 8. History of Solano County, Public Education, etc.
- 9. Various Needs Assessment/EDI Tools
- 10. Cultural Proficiency Tools
- 11. Various Blueprint/Frameworks for EDI work
- 12. Implementation Science
- 13. Equity Leadership Framework
- 14. EDI Impact Report

Key Terms:
Equity: the process of ensuring equally high outcomes for all and removing the predictability of success or failure that currently correlate with any social, cultural, or racial factors. *An example of equity in organizational context would be having a clear compensation structure that promotes equitable pay.*

Diversity: The presence of different types of people (from a wide range of different identities and with different perspectives, experiences, etc.) *An example of diversity in this sense would be an organization having a high degree of variation in racial and ethnic representation among staff.*

Inclusion: The process of putting diversity into action by creating an environment, respect, and connection-where the richness of ideas, backgrounds, and perspectives are harnessed to create value. *An example of this type of inclusion would be regularly engaging a diverse group of staff and community members in decision making.*

Professional Services Delivery Model:
Activities listed below illustrate the delivery model to attain key outcomes/deliverables. Virtual services through the zoom platform will be utilized through August/September 2021 and will be re-evaluated for potential in-person services based on federal, state, local, as well as NAAC guidelines. NAAC can provide all zoom links to incorporate breakout room, poll, chat, and webinar features for optimal engagement of participants. (Zoom meeting recordings can be provided upon request with prior consent for recording) A google folder will be provided for participants to reference all handouts, powerpoints, working documents, and resources.

Associate Assignment:
Our culturally proficient team of associates consist of experienced practitioners, researches, and experts in the field who provide unique facilitation that foster safe space for all stakeholders to engage. Our unique approach is grounded in relationships and strategic support to meet leaders on their equity journeys as they manage the challenging dynamics of systemic change. Associates will be assigned to various activities listed below based on their expertise and facilitation styles that best meets the needs of the respective stakeholders group(s).



Nicole Anderson and Associates Consulting, LLC
Educational Equity Consulting

There's a Team Behind Every Dream



Nicole Anderson, Founder & CEO

Nicole Anderson and Associates Consulting, LLC
www.nicoleandersonconsulting.com | (707) 333-8552

Targeted Scope of Work

“Building Community through Equity, Diversity, and Inclusion”

DATES	SERVICE	Summary of Purpose/Outcomes	STAFFING
3 days (3 sessions) Includes consultation between sessions with county leadership/ CVFPC members	Community Visioning Forums	Facilitation of Community Visioning Forums provide safe space for a train the trainer model to build capacity of county, staff, committee, tribal government stakeholders, as well as community leaders in their quest to collect qualitative data that informs strategic implementation of Vision 2028. Purpose: ▪ Provide a space for input on the development/evolution of common language, including an equity, diversity, and inclusion statement across the agency/community ▪ Provide a safe space for community members to be heard and heal alongside the county/city leadership ○ Align and deepen the county and community partnership around EDI work through community input and perspective ○ Demonstrate a transparent and sincere commitment to community-based EDI work ○ Provide an opportunity for the community to engage in discussion and learning around the following topics: ○ The definition of equity, diversity, and inclusion (EDI) ○ The historic impact of institutions/systems within the community (i.e. history of public education and the impact of miseducated youth in the community) ○ The barriers to EDI ○ A systemic approach to creating EDI and sustainable change in the community Outcomes: • Gain understanding of the diverse perspectives of the community to inform current and future county/community partnership work • Collect qualitative data through listening to and learn of the experiences and needs of the community • Clearly communicate the commitment and key focus areas of EDI work • Create space to develop a deep and meaningful county/community partnership *View sample community forum outline from previous facilitation by our firm	1-2 Consultants Nicole Anderson Dr. Shelley Holt

8 days 2 days- planning sessions (virtual) 6 days- committee meetings (virtual/in person) (Consultation includes the development of an EDI impact action plan)	Community Visioning Forum Planning Committee Support/Facilitation (In person or virtual)	Designed to provide a safe space for planning, discussion, and learning through a collaborative process that entails a deep dive into strategic planning for equity, diversity, and inclusion with a systemic lens. The purpose of the support is to provide facilitation to build capacity of the committee to enhance the outcomes that yield input and recommendations to the county board of supervisors to inform decisions through the Vision 2028 Priorities, which specifically impact historically marginalized student and staff groups within and across the community. Outcomes/Agenda items include: • Develop a common language around the definition of equity, diversity, and inclusion • Develop an EDI impact action plan focused on closing 1-2 EDI gaps in the community • Analyze quantitative and qualitative data about each EDI gap ○ Community surveys (trend data, similar questions) ○ Community visioning forums ○ Community EDI walks • Conduct a root cause analysis of an equity gap ○ Internal: Staffing, Leadership (focus on this first) ○ External: Community • Utilize a systems framework to develop action steps • Collect data and engage additional stakeholders in the work ○ Qualitative: Surveys, interviews, observations ○ Quantitative: Community stakeholders, staffing data Additional considerations: • Develop a process to expand the committee ○ History/Background: ○ Purpose: CVFPC ○ Roles: Board of Supervisor liaisons, 2-4 sub committees (each based on key EDI gap) ○ Outreach/Composition/terms: (per bylaws, charge from board of supervisors) ○ Outcomes: recommend short, medium, long term actions to address EDI gaps illustrated in the data ○ Timelines: ▪ monthly 2 hours meetings ▪ Draft EDI impact action plan (tbd) ▪ Develop interest survey (tbd) ▪ Outreach (tbd) ▪ Onboard (tbd) ○ Communication: talking points-why, how, what ▪ Outreach to expand for inclusiveness ▪ Purpose ▪ Data ▪ Vision 2028 priorities ▪ Role : ▪ Valuable voice, diverse perspective ▪ CVFPC is building safe space and trust during the process ▪ Monthly meetings ▪ Interest survey questions ▪ demographic/cultural identity ▪ Commitment to communication/work ▪ Belief ▪ Definition of equity, diversity, and inclusion ▪ Role in agency/community	Nicole Anderson Dr. Shelley Holt
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Client References

Contact Name	Position/Organization	Email
Graham Knaus	Executive Director, California State Association of Counties	gknaus@counties.org
Shamann Walton	San Francisco Board of Supervisors	waltonstaff@sfgov.org
Nicole Almaguer	City Manager, City of Albany	nalmaguer@albanyca.org
Ge'Neil Gary	Mayor, City of Albany	tggary4@gmail.com
Mike Silva	City of Vacaville; City Council; District 3 Former	silvaforkids@gmail.com
Veronica Bethel-Parker	Legislative Aid, California State Senate	bethelparker315@gmail.com

1-Year Investment Proposal

Activity	# of days	Daily Rate (includes Travel, prep time, and any expenses associated with providing services)	Total
Community Visioning Forums	3 days	\$3000	\$9000
CVFPC Facilitation	8 days	\$3000	\$24,000
Total Investment	11 days	\$3000	\$33,000

*Upon contract approval, NAAC will submit a W9, certificate of insurance, signed client generated contract, and any other relevant documents upon request prior to rendering services.

(email: NAAC Associate, Crystal McAllister at crystal@cmcallisterconsulting.com Or info.nicoleanderson@gmail.com)

*Invoicing will be submitted in monthly to client. Payment should be submitted to:

Nicole Anderson and Associates Consulting, LLC

P.O. Box 5475

Vallejo, Ca. 94591

Our Vision and Mission

While our vision and mission center around youth within our educational system as a core foundation to society's future, we embrace and recognize the moral imperative to close the equity, diversity, and inclusion gaps for all human beings across multiple industries around our nation and world.

Our *Vision* is to realize the closure of educational equity gaps in school districts throughout the nation.

Our *Mission* is to support educational leaders in the creation of new and equitable schools that intentionally meet the needs of every student in order for them to attain their personal and professional goals and contribute to the transformation of societal constructs and systems. We strive to support educational leaders by building a platform of research-based resources and tools that enable them to shift their mindsets and thus, their practices.

How we Started

Nicole Anderson has over 21 years of service in education. In that timeframe, she has served in many roles around the nation including developer and facilitator of professional learning services as well as an advocate for educational equity work. Nicole was the first Diversity and Equal Access Executive in the history of the Association of California School Administrators (ACSA), a position she held for several years. She led work focused on equity and diversity including the facilitation of statewide professional learning for ACSA's leaders and state board. She initiated the California Equity Leadership Alliance and pioneered networks for administrators of diverse backgrounds. Her work also includes the development of a research team that provides research-based content and conducts case studies of educational leaders around the state on their journey to closing educational equity gaps. Nicole served as the Chair of ACSA's Equity Committee wherein she focused on leading the work to implement a system that will effectively address the beliefs of ACSA around equity for students and leaders in California.

As a practitioner, Nicole served as an Elementary Principal, High School Vice Principal, and High School Assistant Principal/Dean. She has also served in the capacity of Leadership Teacher, Spanish Teacher and Activities Director at Jesse M. Bethel High School; the namesake of her grandfather. She has taken the mantle and is following in his footsteps which includes a legacy of advocacy for equality and civil rights for students of color in the city of Vallejo, the state of California, and around the nation. Nicole continuously works with a strong team of experts and practitioners who support a deeper implementation of equity related work which transcends across multiple industries.

Nicole Anderson and Associates Consulting, LLC offers Educational Equity and Multi-industry EDI solutions in the form of services, products, and advocacy. Highlights of these solutions include, but are not limited to:

- CSBA: California School Boards Association (equity network, school board study sessions, retreats, coaching, policy development, content development, and workshop facilitation)
- CAFE: California Association For Bilingual Education 2019 Featured Speaker
- ACSA Equity Leaders Academy Director
- ACSA/CCEE Professional Learning Network Facilitator
- School Board Member Campaign Management
- Elected Official study sessions, coaching, strategic planning
- California County Offices Of Education Training, Coaching, and Network Development
- Executive Leadership/Site Principal / District Cabinet Level Coaching and Strategic Planning
- Educational Equity Data And Research Support/Equity Impact Plan Development
- Equity Leader Coaching, Mentoring, and Networking
- Parent/Community/Student Listening Session Facilitation/Support
- Equity Retreats
- Equity/Community Walks
- Superintendent Search And Executive Recruitment
- Teacher/Employment Pipeline Development
- Women's Empowerment Retreats and Network Development

Our Partners and Associates

We value and thrive from our connections with researchers, practitioners, and experts in the field who provide a wide range of products and services to serve the needs of educational leaders. These partners include but are not limited to:

Association of California School Administrators, California School Boards Association, California Association of Latino Superintendents and Administrators, California Association of African American Superintendents and Administrators, California Association of School Business Officials, Associate of Latino Administrators and Superintendents, California Parent-Teacher Association, Ed Trust West, California County Superintendents Educational Services Association, McPherson & Jacobson Executive Recruitment, Alder Graduate School of Education, Epoch Education, Footsteps 2 Brilliance, Center for Leadership, Equity, and Research (CLEAR), and Center for Power Public Schools.

Associates include a unique team of diverse and culturally proficient experts in the field, practitioners, as well as researchers who provide unique services. They include but are not limited to:

Dr. Shayna Sullivan Langhorne, Crystal McAllister, Kevin Taylor, Tovi Scruggs-Hussein, Dr. Trudy Arriaga, Dr. Aliah Majon, Dr. Jamelia Abrams, Dr. Shelley Holt, Dr. Daniel Moirao, Dr. Patricia Brent Sanco, Suwinder Cooper, Al Venegas, Tony Gross, Sonjhia Lowery, Polished Geek, Greg Rolan

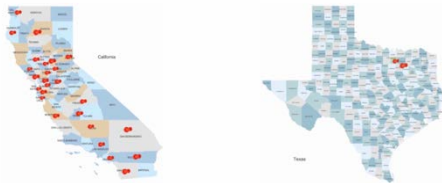
Acknowledgments of Inspiration

The following equity warriors and warriorettes are being acknowledged for their continued support, inspiration, guidance, and partnership in the quest to build capacity of educational leaders to close educational equity gaps.

Dr. Jeff Duncan Andrade and Community Responsive Education-researcher/practitioner, O. Brown and Associates-retired educators, Dr. Randall B. and Delores Lindsey-author/retired educator, Stephanie Graham Rivas-author/retired educator, Dr. Tyrone Howard-author/professor, Glenn Singleton-expert in the field, Dr. Nancy Dome-CEO of Epoch Education-expert in the field, Abraham Maslow-researcher, Joe Jones-Retired Educator/Mentor, Dr. Ken Magdaleno-Retired Educator/Mentor, Tony Gross-Retired Educator Mentor, Dr. Wes Smith-Executive Director of Association of California School Administrators-educator/former supervisor

Our Clients

We are honored to lock arms with clients who are intentionally engaging in the work to close equity, diversity, and inclusion gaps not only in the school system but across multiple industries. Our clients have received customized services provided in the form of workshops, executive leadership coaching, study sessions, strategic planning, equity impact plan development, equity task force facilitation, equity networks, superintendent searches, parent and student listening sessions/support, keynotes, employee evaluation development, employee pipeline development, and a variety of other services to advance equity driven work. Some of these current and past clients include:



School Districts

Association of California School Administrators

California Collaborative for Educational Excellence

Stockton Unified School District

Vacaville Unified School District

Evergreen School District

Benicia Unified School School District

Rialto Unified School District

Lynwood Unified School District

Anaheim Elementary School District

Moreland School District

Moreno Valley Unified School District

Adelanto Elementary School District

Pleasanton Unified School District

Victor Valley Union High School District

Manteca Unified School District

School Boards

California School Boards Association

CSBA Equity Network (3 cohorts)

Jefferson Union High School District

Jefferson Elementary School District

Belmont-Redwood Shores School District

South San Francisco Unified School District

Hacienda La Puente Unified School District

Claremont Unified School District

Redlands Unified School District

Corona Norco Unified School District

El Monte City School District

Pacifica School District

Bakersfield City Unified School District

Vista Unified School District

Salinas City School District

Salinas Union High School District

San Diego Unified School District

Monterey Peninsula Unified School District

Washington Unified School District

Fairfield-Suisun Unified School District

Mt. Diablo Unified School District

Elk Grove Unified School District

Albany Unified School District

Sunnyvale School District

Soquel School District

Community Colleges

California Community College Administrators of Occupational Education

Yuba College

Solano Community College

County Offices of Education

Alameda County Office of Education

San Diego County Office of Education

Humboldt County Office of Education

San Mateo County Office of Education

Solano County Office of Education

Yolo County Office of Education

Los Angeles County Office of Education

Riverside County Office of Education

Amador County Public Schools

San Bernardino County Office of Education

Orange County Department of Education

Fresno County Office of Education

Imperial County Office of Education

Merced County Office of Education

Monterey County Office of Education

Superintendent Search Firms

McPherson and Jacobson Superintendent Search Firm

Albany Unified School District

Washington Unified School District

Vallejo City Unified School District

Saucilto-Marin School District

San Carlos School District

San Mateo-Foster City School District

Schools

Lewisville High School-Killough Campus

Alhambra High School

ICEF Public Schools

Pacific Collegiate Charter School

Highlands Community Charter Schools

Sacramento Valley Charter School

Gateway Charter Schools

St. Francis High School

Great Valley School

Matt Garcia Career & College Academy

Elected Officials

City of Albany

City of Vacaville

California State Association of Counties

Non Profits

Girls Scouts-San Geronio Council

West Ed

Villa Lindo Retreat Center

HT Farms of Penryn Retreat Center

Peacock Acres Foster Youth Center

Center for Powerful Public Schools

Black Students of California United

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’s invoices shall be submitted in arrears on a monthly basis, or such other time that is mutually agreed upon in writing, and shall be itemized and formatted to the satisfaction of the County.

2.2 County shall make payment within 20 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.

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 30 days of written demand or shall make other repayment arrangements subject to the approval of County.

4. **EXPENDITURE OF FUNDS.**

4.1 Funds payable through this agreement shall not be used to purchase food or promotional merchandise or to attend conferences unless specifically approved in the budget.

4.2 County reserves the right to refuse payment to Contractor or disallow costs for any expenditure determined to be unreasonable, out of compliance, or inappropriate to the services provided hereunder.

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.**

Contractor shall indemnify and hold harmless County from any and all claims, demands, actions, liability or loss which may arise from or be incurred as a result of the negligent performance of this Agreement by Contractor.

Contractor's obligations under this Section shall survive the termination of the 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 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 party 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. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. **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 contracted 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.)

14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

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

16. **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.

17. **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.

18. **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.

19. 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.

20. 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.

21. 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.

22. PUBLIC RECORDS ACT. Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.



CITY OF CLEARLAKE

City Council

STAFF REPORT

SUBJECT: Consideration of Cost Sharing Agreement for Expenses
Related to Facilitation of Community Visioning Forums

MEETING DATE: 3/3/2022

SUBMITTED BY: Dirk Slooten, Mayor

PURPOSE OF REPORT: ☐ Information only ☒ Discussion ☒ Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to consider a cost sharing agreement for expenses related to facilitation of community visioning forums.

BACKGROUND/DISCUSSION:

In March of 2021, the Lake County Board of Supervisors established an Ad hoc committee, the Community Visioning Forum Planning Committee (CVFPC) to plan a community visioning forum(s), with the intent of developing recommendations for meaningful actions and activities that:

- Identify and eliminate barriers, promoting local governance that hears and honors ALL voices
- Build bridges where there may be walls
- Foster tolerance, respect, equity and inclusion – beginning with education, culminating in action
- Promote non-violence and non-violent conflict resolution
- Focus resources on underlying causes and conditions that lead to inequitable resource and justice distribution
 - Fund enhanced resources and/or services for those in the greatest need
 - Foster constructive relationships between law enforcement officials and our communities
 - Advocate for disempowered groups, and
 - Ensure those who have experienced barriers have a voice in developing solutions.
- Bring relevant solutions for any social injustices, as they come to light,
 - Healthcare services and health outcomes
 - Environmental considerations
 - Access to economic opportunity, and
 - Governmental processes.
- Celebrate Lake County's diversity, including holidays and historically important dates in our communities

The Ad-hoc committee includes 11 members from various public entities and the general public. City representation includes Mayor Slooten. The CVFPC has been meeting these past few months to plan the aforementioned Community Visioning Forum, and make recommendations to the Lake County Board of Supervisors.

The CVFPC developed a Request for Proposals (RFP) for potential moderators/facilities for a series of Community Visioning Forums to promote tolerance, respect, equity and inclusion in Lake County. A sub-committee of the CVFPC was formed to review the submitted proposal and interview top firms. At this time the CVFPC is

recommending to the Board of Supervisors and City Council(s) to obtain the services of Nicole Anders Associates Consulting, LLC (NAAC) to conduct, moderate and facilitate three (3) Community Visioning Forums to provide an opportunity for the community to engage in discussion and learning around the following topics:

- The definition of equity, diversity, and inclusion (EDI)
- The historic impact of institutions/systems within the community
- The barriers to EDI
- A systemic approach to creating EDI and sustainable change in the community

In addition to moderating and facilitating the Community Visioning forums, NAAC will employ a train the trainer type model to assist local jurisdictional staff and community partners to keep the conversation going beyond the physical Community Visioning Forums. NAAC will also provide a summary report from the hosted forums and outline recommended next actions.

The cost of this proposal is \$33,000. The County of Lake is seeking the City of Clearlake's participation in a memorandum of understanding for the purpose of sharing the cost of this proposal between the County of Lake, City of Clearlake and City of Lakeport based on jurisdictional representation of population. As such the City of Clearlake's cost is \$8,000. The complete cost breakdown is as follows:

County of Lake	\$22,500
City of Clearlake	\$8,000
City of Lakeport	\$2,500
Total Agreement Cost	\$33,000

OPTIONS:

1. Authorize the City Manager to enter into cost sharing agreement with the County of Lake and City of Lakeport for the hosting of Community Visioning Forums.
2. Deny or recommend changes to the cost sharing agreement.
3. Or alternatively, the Council may provide staff alternative direction.

FISCAL IMPACT:

☐ None ☒ \$8,000 Budgeted Item? ☐ Yes ☒ No

Budget Adjustment Needed? ☒ Yes ☐ No If yes, amount of appropriation increase: \$8,000

Affected fund(s): ☒ General Fund ☐ Measure P Fund ☐ Measure V Fund ☐ Other:

Comments:

STRATEGIC PLAN IMPACT:

- ☐ Goal #1: Make Clearlake a Visibly Cleaner City
- ☐ Goal #2: Make Clearlake a Statistically Safer City
- ☐ Goal #3: Improve the Quality of Life in Clearlake with Improved Public Facilities
- ☒ Goal #4: Improve the Image of Clearlake
- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☒ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

SUGGESTED MOTIONS:

Move to direct the City Manager to sign a Memorandum of Understanding to establish a cost sharing agreement with the County of Lake and City of Clearlake for Community Visioning Forum facilitation.



Attachments:

1. MOU between County of Lake, City of Clearlake and City of Lakeport for Cost Sharing of Expenses Related to Facilitation of Community Visioning Forums
2. Community Visioning Form Facilitation Proposal from Nicole Anderson and Associates Consulting, LLC

RESOLUTION NO. 2022-11**ADOPTION OF MID-YEAR ADJUSTMENTS TO THE FY 2021-22 BUDGET (RESOLUTION 2021-33)**

WHEREAS, the City Council desires to review the Adopted Budget Mid-Year and make appropriate adjustments as deemed necessary for the financial health of the City of Clearlake.

WHEREAS, the City Council adopted the FY 2021-22 Budget in June of 2021.

WHEREAS, The City Council of the City of Clearlake reviewed revenue and expenditures through December 31, 2022 at the March 3, 2022 Council Meeting.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clearlake that the FY 2021-22 Budget is amended as specified below.

Appropriation Adjustments							
Fund	Fund Name	Department	Account	Description	FY 21-22 Adopted	Adjustment	FY 21-22 Amended Budget
100	General	Non Departmental	100-1110-750-561	Contract Services	\$ 67,650	\$ 40,000	\$ 92,650
100	General	Finance	100-1300-750-560	Consultant Services	\$ 57,107	\$ 55,000	\$ 107,107
100	General	Finance	100-1300-600-532	Maintenance Contracts	\$ 40,000	\$ 65,000	\$ 100,000
100	General	Community Development	100-1400-750-560	Consultant Services	\$ 85,000	\$ 60,000	\$ 135,000
100	General	Facilities	100-3015-650-341	Building Maintenance	\$ 17,000	\$ 49,000	\$ 66,000
363	Cal Recycle	Non-Departmental	363-104-21	Cal-Recycle Grant	\$ -	\$ 5,000	\$ 5,000
100	General	Public Works	100-3000-500-101	Salaries	\$ 96,229	\$ 2,000	\$ 98,229
100	General	Public Works	100-3000-500-105	Special Duty Pay	\$ 474	\$ 2,000	\$ 2,474
100	General	Parks	100-3030-500-101	Salaries	\$ 130,909	\$ 20,000	\$ 150,909
100	General	Parks	100-3030-500-105	Special Duty Pay	\$ 4,895	\$ 1,000	\$ 5,895
100	General	Parks	100-3030-500-106	Overtime	\$ 8,000	\$ 5,000	\$ 13,000
100	General	Parks	100-3030-600-235	Supplies	\$ 22,000	\$ 5,000	\$ 27,000
100	General	Police Department	100-2000-500-106	Overtime	\$ 238,415	\$ 30,000	\$ 268,415
100	General	Police Department	100-2000-600-340	Vehicle Fuel	\$ 85,500	\$ 7,000	\$ 92,500
130	Measure P	Police Department	130-2020-500-106	Overtime	\$ 91,445	\$ 12,314	\$ 103,769
100	General	Code Enforcement	100-2010-750-568	Vehicle Abatement	\$ 100,000	\$ 49,184	\$ 149,184
350	CDBG Code Enforcement	Code Enforcement	350-2045-500-106	Overtime	\$ -	\$ 37,500	\$ 37,500
Revenue Adjustment							
Fund	Fund Name	Department	Account	Description	FY 21-22 Adopted	Adjustment	FY 21-22 Amended Budget
100	General	Non-Departmental	100-410-885	Leap Grant	\$ -	\$ 60,000	\$ 60,000
100	General	Non-Departmental	100-410-995	SB2	\$ -	\$ 160,000	\$ 160,000
100	General	Non-Departmental	100-410-825	Parsac	\$ 75,000	\$ 46,000	\$ 121,000
363	Cal Recycle	Non-Departmental	363-104-21	Cal Recycle	\$ -	\$ 5,000	\$ 5,000
100	General	Non-Departmental	100-414-510	Planning Fees	\$ 30,000	\$ 53,837	\$ 133,651
100	General	Non-Departmental	100-401-140	Sales Tax	\$ 2,173,418	\$ 70,347	\$ 2,257,732
130	Measure P	Police Department	130-401-145	Sales Tax	\$ 1,246,300	\$ 12,314	\$ 1,258,614
350	CDBG Code Enforcement	Code Enforcement	350-405-895	Misc. Income	\$ 326,121	\$ 37,500	\$ 363,621

PASSED AND ADOPTED by the City Council of the City of Clearlake, County of Lake, State of California, on this 3rd day of March, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____

City Clerk

Mayor

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF LAKE, THE CITY OF CLEARLAKE AND THE CITY
OF LAKEPORT FOR COST SHARING OF EXPENSES RELATED TO
FACILITATION OF COMMUNITY VISIONING FORUMS PROMOTING
TOLERANCE, RESPECT, EQUITY AND INCLUSION IN LAKE COUNTY**

The County of Lake, City of Clearlake and the City of Lakeport, hereinafter referred to as “the parties,” each desire to gather public input to identify areas where immutable characteristics are predictive of social outcomes in our communities, and promote Tolerance, Respect, Equity and Inclusion in Lake County.

Toward that end, a cross-jurisdictional Consultant Selection Panel, including representatives from each of the parties, has selected Nicole Anderson and Associates Consulting, LLC, to host a series of public fora and preparatory meetings to gather stakeholder input.

Through their representation on the Community Visioning Forum Planning Committee and successor groups, each of the parties will receive the benefit of data gathered as a result of this process, and have input in all aspects of the planning process.

Given all expect to share the benefits of the work conducted by the selected firm, the parties hereby agree to share the cost of the Agreement enabling this work, as follows:

**SECTION 1
Objective**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a cost sharing agreement of the parties for Community Visioning Forum facilitation.

**SECTION 2
Statement of Understanding**

- A. For the, “Agreement for Facilitation of Community Visioning Forums Promoting Tolerance, Respect, Equity and Inclusion in Lake County,” attached hereto and extending from February 15, 2022, through February 14, 2023, the parties shall share the cost as follows:

Total Agreement Cost	\$33,000
County of Lake	\$22,500
City of Clearlake	\$8,000
City of Lakeport	\$2,500

- B. The County and City Representatives on the Community Visioning Forum Planning Committee and successor groups shall coordinate with and support the selected

**MOU - FACILITATION OF COMMUNITY VISIONING FORUMS PROMOTING
TOLERANCE, RESPECT, EQUITY AND INCLUSION IN LAKE COUNTY**

Section H, Item 8.

Contractor, Nicole Anderson and Associates Consulting, LLC. Upon completion of the Agreement, the County shall invoice the Cities for their cost share. The Cities will be responsible to remit payment to County within thirty days of receipt of invoice.

**SECTION 3
Points of Contact; Notice**

Any communications and notices shall be sent to:

For the County of Lake:

Matthew Rothstein, Deputy County Administrative Officer
Matthew.Rothstein@lakecountyca.gov

For the City of Clearlake:

Alan Flora, City Manager
aflora@clearlake.ca.us

For the City of Lakeport

Kevin Ingram, City Manager
kingram@cityoflakeport.com

Any may change its designated contacts by written notice to the designated contact of the other parties.

**SECTION 4
Choice of Law**

This MOU shall be governed by California law.

**SECTION 5
Interpretation and Application**

Any difference that may arise in relation to the interpretation or application of this MOU will be resolved through consultations between the parties, who will endeavor in good faith to resolve such differences.

**SECTION 6
Other Provisions**

- A. Term. This MOU shall continue in effect until completion of Scope of Services, as described in the Proposal attached to Exhibit A of the “Agreement for Facilitation of Community Visioning Forums Promoting Tolerance, Respect, Equity and Inclusion in Lake County.”

**MOU - FACILITATION OF COMMUNITY VISIONING FORUMS PROMOTING
TOLERANCE, RESPECT, EQUITY AND INCLUSION IN LAKE COUNTY**

Section H, Item 8.

B. Modifications. This MOU may be modified at any time by mutual consent of the parties. Any modification shall be by written addendum, signed by authorized representatives of each party and shall be effective upon the date it is subscribed to by all parties.

C. Hold Harmless

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

D. Electronic Signatures. Electronically delivered signatures of the Participants shall be deemed to constitute original signatures.

SIGNATURES

The parties hereto have entered into this MOU as of the day and year set forth below to be effective as of the Effective Date.

COUNTY OF LAKE

APPROVED AS TO FORM:

County Counsel

Carol J. Huchingson
County Administrative Officer

Anita L. Grant

CITY OF CLEARLAKE

CITY OF LAKEPORT

Alan Flora, City Manager

Kevin Ingram, City Manager