AGENDA

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT, THE LAKEPORT GROUNDWATER SUSTAINABLITY AGENCY and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)

Tuesday, July 21, 2026 6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

See Teleconferencing Instructions Below

If you cannot attend in person, and would like to speak on an agenda item, you can access the Zoom meeting remotely:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. Zoom Meeting Link Passcode: 477973

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 973 6820 1787
Passcode: 477973
International numbers available: https://zoom.us/u/abNyiaqY1I

The City wants you to know that you can also submit your comments by email to virtualhost@cityoflakeport.com.
To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to 3:30 p.m. on Tuesday, July 21, 2026.

Please indicate in the email Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on.
Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words).
Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.

AGENDA

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT, LAKEPORT GROUNDWATER SUSTAINABILITY AUTHORITY and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)*

Tuesday, July 21, 2026, 6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

**All references to "City Council" include those other agencies which are listed above*

The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.

I.	**CALL TO ORDER & ROLL CALL:**	6:00 p.m.
II.	**PLEDGE OF ALLEGIANCE:**	
III.	**ACCEPTANCE OF AGENDA/ URGENCY ITEMS:**	Move to accept agenda as posted or move to add or delete items. *To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the agenda being posted.*
IV.	**CONSENT AGENDA:**	*The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*
A.	Ordinances:	Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
B.	Minutes:	Approve minutes of the City Council regular meeting of June 16, 2026, and the special meeting of June 30, 2026.
C.	Application G2027-001:	Approve application G2027-001, with staff recommendations, for the Calder Vow Renewal in the Library Park Gazebo with alcohol consumption.
D.	Application 2026-028:	Approve application 2026-028, with staff recommendations, for the Disability Pride event.
E.	Application 2026-029:	Approve application 2026-029, with staff recommendations, for the Trick or Treat Main Street event.
F.	Application 2026-030:	Approve application 2026-030, with staff recommendations, for the Lake County Fair Parade.
G.	Application 2026-031:	Approve application 2026-031, with staff recommendations, for the Overdose Awareness Day event.
H.	Application 2026-032:	Approve application 2026-032, with staff recommendations, for the Dia de los Muertos event.
I.	ADA Fair Parking:	Approve the designated temporary disabled parking on both sides of C and D Streets, between South Forbes Street and the respective fairgrounds entrance gates from 4:00 p.m. on Thursday, September 3, 2026, to 11:59 pm on Sunday, September 6, 2026.
V.	**PUBLIC PRESENTATIONS/REQUESTS:**	
A.	Public Input:	*Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight's agenda. Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.*

B. Presentation: Presentation by the Curator of the Museums of Lake County, Anthony Guardino.

VI. PUBLIC HEARING:

VII. COUNCIL BUSINESS:

A. City Manager:

1. Hitch Co-Management Agreement: Authorize the Mayor to execute the Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding on behalf of the City of Lakeport.

2. CalCities Conference Delegates: Nominate a voting delegate and alternate(s) for the League of California Cities 2026 Annual Conference.

B. Utilities Director

1. Cattle Grazing Lease: Authorize the City Manager to execute a Non-Exclusive Revocable License Agreement allowing cattle grazing on acreage utilized for the spray irrigation disposal of wastewater, subject to the terms and conditions set forth in the agreement.

2. Utilities Update – Water & Wastewater Projects: Receive an update on current and future CIP projects for the water and sewer enterprise funds.

C. Chief Building Official

1. 2026 Weed Abatement Program Overview: Receive and file the 2026 Weed Abatement and Hazardous Vegetation Program update.

D. Public Works Director

1. Silveira Community Center ADA Upgrades: Authorize the City Manager to negotiate and execute a Professional Services Agreement with Studio W Architects for design services for the Silveira Community Center ADA Upgrades, in an amount not to exceed $169,375, funded by CDBG-MIT RIP Grant No. 18-MITRIP-23008, and to take such other actions as necessary to implement and administer the Agreement consistent with all applicable grant requirements.

VIII. CITY COUNCIL COMMUNICATIONS:

A. Travel, Calendar, and Miscellaneous Reports, if any**:**

IX. ADJOURNMENT:

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport's website, www.cityoflakeport.com, subject to staff's ability to post the documents before the meeting.

The City of Lakeport, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (707) 263-5615, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

_____

Hilary Britton, Deputy City Clerk

MINUTES

REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT, LAKEPORT GROUNDWATER SUSTAINABILITY AUTHORITY and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)*

Tuesday, June 16, 2026, 6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

**All references to "City Council" include those other agencies which are listed above*

The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.

I.		**CALL TO ORDER & ROLL CALL:**	Mayor Disney called the meeting to order at 6:00 p.m. with Council Members Costa, Mattina, Parlet and Price present.
II.		**PLEDGE OF ALLEGIANCE:**	The Pledge of Allegiance was led by Mayor Disney.
III.		**ACCEPTANCE OF AGENDA/ URGENCY ITEMS:**	A correction to the agenda was made to Item IV.B. to indicate the minutes dates should be the special meeting of June 2, 2026 and the regular meeting June 2, 2026. A motion was made by Council Member Mattina, seconded by Council Member Costa, and unanimously carried by voice vote 5-0-0-0 to approve the agenda as amended.
IV.		**CONSENT AGENDA:**	*The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*
	A.	Ordinances:	Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
	B.	Minutes:	Approve minutes of the City Council special meeting of June 2, 2026 and the regular meeting of June 2, 2026.
	C.	Application 2026-004:	Approve revised application 2026-004, with staff recommendations, for the 2026 Shakespeare at the Lake event.
	D.	Application 2026-026:	Approve revised application 2026-026, with staff recommendations, for the Cinema by the Shore event with alcohol sales.
	E.	Master Salary Schedule:	Approve a Resolution rescinding Resolution 3021 (2026) and revising the Master Pay Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.
	F.	Notice of Completion:	Adopt the resolution accepting construction of the Green Ranch Well Development, by Weeks Drilling & Pump Co. and authorize the filing of the Notice of Completion.
		Vote on Consent Agenda:	A motion was made by Council Member Price, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to approve the amended agenda, items A-F.
V.		**PUBLIC PRESENTATIONS/REQUESTS:**	
	A.	Public Input:	There was no input offered by the public.
VI.		**PUBLIC HEARING:**	

VII. COUNCIL BUSINESS:

A. City Manager:

1. Blue Heron Art Installation:

The staff report was presented by City Manager Ingram. Supervisor Brad Rasmussen provided background on the project. He introduced Neal Roberts whose foundation will be donating the piece. Artist David Roberts spoke about the creation of the mosaic with high school students in the Fresno area.

Carl Porter commented on the Pomo reference to be included on the plaque.

A motion was made by Council Member Parlet, seconded by Council Member Mattina, and unanimously carried by voice vote 5-0-0-0 to approve the Blue Heron Mosaic Donation Agreement in substantially the same form attached hereto, authorize the City Manager to execute the agreement and approve minor non-substantive modifications subject to City Attorney review, designate the Main Street wall of the Silveira Community Center as the permanent location for the Blue Heron Mosaic, and direct staff to coordinate acceptance and installation of the artwork.

B. Finance Director

1. Delinquent Utilities:

The staff report was presented by Finance Director Dizon.

A motion was made by Council Member Mattina, seconded by Council Member Parlet, and unanimously carried by voice vote 5-0-0-0 to adopt the resolution to cause a written report to be prepared and filed with the City Clerk regarding delinquent water, sewer and solid waste user charges, fees, and penalties for the period of June 1, 2025 through May 31, 2026 and setting a public hearing on the written report prior to collection on the tax roll.

2. Budget Presentation Workshop:

The staff report was presented by Finance Director Dizon.

A motion was made by Council Member Mattina, seconded by Council Member Costa, and unanimously carried by voice vote 5-0-0-0 to receive the Fiscal Year 2026/27 Budget Workshop presentation and direct staff to incorporate Council input in preparation for final budget adoption at the special meeting scheduled for June 30, 2026.

VIII. CITY COUNCIL COMMUNICATIONS:

A. Travel, Calendar, and Miscellaneous Reports, if any**:**

Community Development Director Hejnowicz offered no report.

Police Chief Stoebe offered no report.

Utilities Director Harris offered no report.

Finance Director Dizon reported that the California Society of Municipal Finance Officers will hold the North Coast Chapter meeting at the Silveira Community Center on October 15, 2026.

Administrative Services Director Buendia offered no report.

Public Works Director Ladd offered no report.

Planning Services Manager Fernandez offered no report.

City Attorney Anderson offered no report.

City Manager Ingram reminded the Council that there will be a special Council meeting held on June 30, 2026. He also advised that he will be taking vacation next week.

Council Member Costa reported that the Splash-In event was a big success with approximately 1300 attendees. She also commented on the response to the fires over the weekend, and that the response goal is to keep these fires under 10 acres.

Council Member Parlet noted that on June 13th was the 56th anniversary of his family opening their grocery and catering business.

Council Member Price offered no report.

Mayor Pro Tem Mattina reported that there is a LAFCo meeting on June 17, 2026. She also reported that she attended the Redwood Credit Union mixer and discussed the Community Council with their Community Engagement Advocate.

Mayor Disney attended a Zoom meeting with Senator McGuire's office to discuss funding for the South Main Street Water Line project.

He also reported that discussions with seaplane industry representatives at Splash-In helped identify a more practical path forward for supporting future events, including pursuing an FAA-designated seaplane landing area on Clear Lake rather than constructing an expensive dock.

IX. ADJOURNMENT: Mayor Disney adjourned the meeting at 7:26 p.m.

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_____
Brandon Disney, Mayor

Attest:

_____
Kelly Buendia, City Clerk

MINUTES

NOTICE AND CALL OF SPECIAL MEETING OF THE LAKEPORT CITY COUNCIL

Tuesday, June 30, 2026 at 6:00 p.m.

City Council Chambers, 225 Park Street, Lakeport, California 95453

1. Call to Order and Roll Call:	Mayor Disney called the special meeting to order at 6:00 p.m. with Council Members Costa, Mattina, and Parlet present. Council member Price was absent. Mayor Disney led in the Pledge of Allegiance.
2. Lakeport Police Officers Association:	The staff report was presented by Administrative Services Director Buendia. A motion was made by Council Member Parlet, seconded by Council Member Costa, and unanimously carried by voice vote 4-0-0-1 to authorize the City Manager to execute a Side Letter Agreement between the City of Lakeport and the Lakeport Police Officers' Association (LPOA) clarifying the application of Article 6.3.1 in the Memorandum of Understanding regarding uniform allowance payments for newly hired employees.
3. FY 2026-27 Budget Adoption:	The staff report was presented by Finance Director Dizon. A motion was made by Council Member Mattina, seconded by Council Member Parlet, and unanimously carried by carried by voice vote 4-0-0-1 to approve the operating and capital expenditure budget for the 2026-27 fiscal year and adopt the associated resolution.
4. FY 2026-27 Appropriations Limit:	The staff report was presented by Finance Director Dizon. A motion was made by Council Member Parlet, seconded by Council Member Costa, and unanimously carried by voice vote 4-0-0-1 to approve the annual appropriations limit for the City of Lakeport and adopt the associated resolution.
Adjournment:	Mayor Disney adjourned the meeting at 6:11 p.m.

_____
Brandon Disney, Mayor

Attest:

_____
Kelly Buendia, City Clerk

Gazebo Application

Print Date
6/15/2026

Calder, Amanda

Library Park Gazebo

Applicant Name:
Amanda Calder

Organization Name

Email
amandaleesquirrel716@gmail.com

Description of Event:
Vow Renewal/ Wedding

Date
05/01/2027

Anticipated Attendance (Both Participants & the Public)
150

Requirements: *Coordination of these requirements must be made through the Public Works Department: (707-263-0751)
Electricity (Not guaranted by the City)

It should be clearly understood that approval of your event does not convey exclusive use of the Park or the boat ramps and that there may be other events occurring in the Park or on the lake at the time of your event

Bounce Houses and Waterslides are prohibited

Use of Alcohol

Is a permit for alcoholic beverages requested?
Yes

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

Download the alcohol permit application:

Permit for Special Event - Consumption Only

Permit for Special Event - With Alcohol Sales

ABC Permit Application

Insurance Information

Gazebo Application

Print Date

6/15/2026

Calder, Amanda

Library Park Gazebo

INSURANCE INFORMATION: The minimum coverage amount required is $2,000,000. The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City.

Hold Harmless Agreement

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/ we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

Signature



Date

06/11/2026

Outlook

Re: Gazebo Application G2027-001 - Wedding/Vow Renewal

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Wed 2026-06-24 3:23 PM

To Hilary Britton <hbritton@cityoflakeport.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Kelly Buendia <kbuendia@cityoflakeport.com>; Ky Ramsey <kramsey@cityoflakeport.com>; Ron Ladd <rladd@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>

PD has no issues with this, except for the standard need to complete and submit Event Permit and if they are selling alcohol, the ABC License App.

Thank you,

Chief of Police
Lakeport Police Department

CONFIDENTIALITY NOTICE: This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Wednesday, June 24, 2026 3:20 PM
To: Dale Stoebe <dstoebe@lakeportpolice.org>; Jim Kennedy <jkennedy@cityoflakeport.com>; Kelly Buendia <kbuendia@cityoflakeport.com>; Ky Ramsey <kramsey@cityoflakeport.com>; Ron Ladd <rladd@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>
Subject: Gazebo Application G2027-001 - Wedding/Vow Renewal

Good Afternoon,

Please find attached gazebo application G2027-001 for a wedding/vow renewal for May 1, 2027 for your review and comments.

This will be going to Council for approval since they are requesting an alcohol consumption permit at the 07/21/2026 Council meeting, so please have your comments back to me by 07/14/2026.

Thank you for your input.

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

E-mail correspondence and attachments with the City of Lakeport may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

*For Public Records Act requests, please visit our *online public records request system*







Book time to meet with me

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

*Please note: City Council meetings are held the **FIRST** and **THIRD TUESDAY** of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk **at least one month** prior to the Council meeting at which they will be considered.*

This section to be completed by City:

Application Received (Date): 06/23/2026	Application No. 2026-028
☒ $15.00 Application Fee Paid	For Council Meeting of (Date): 07/21/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Alex Fincher		Organization Name: Redwood Coast Regional Center
Address: 180 3rd Street, Lakeport CA 95453		Address: 180 3rd Street, Lakeport CA 95453
Home Phone:	Work Phone: 707-262-0470 ext. 613	Mobile Phone:
Email Address: Afincher@redwoodcoastrc.org		Website/Facebook Page: Redwoodcoastrc.org
Other Contact: Nicole Andre		Phone for Other Contact: 707-262-0470 ext. 651
Organization is: ☒ Nonprofit Organization ☐ For Profit Organization		

Name of Event: Disability Pride Celebration

Description of Event: In celebration of disability pride month to celebrate, honor history, achievements and experiences. Community vendors will join in the celebration.

Public Area of Use: ☐ Main Street ☐ Library Park ☐ Silveira Community Center Parking Lot ☒ Xabatin Community Park

Specific Location of Event (Map Must be Attached):

Does this use involve public right of way, streets, or sidewalk? ☒ Yes ☐ No If yes, please indicate specific location:

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:
Request ADA accessability for the parking lot and sidewalks within the park.

Date(s) of Event: 07/31/2026	Total Number of Days: 1	Set Up Time: 9-10AM Time of Event: 10-2PM Tear Down Time: 2-3PM

Specify anticipated number of people (both participants and the public): 50-70

Will any vendors be present? Yes ☒ No ☐ Will any food booths be present? Yes ☐ No ☒

Requirements:	Specific City Staff Needs:
☒ Electricity (cannot be guaranteed by City)	☐ Police
☐ Barricades	☐ Public Works
☐ Street/Sidewalk Closures	☐ Parks
☒ No irrigation in park prior to event	☐ Other (please specify):
☐ Other (please specify):	
Coordination of these requirements must be made through the Public Works Department: (707) 263-0751	*The City reserves the right to bill applicant for related City costs.*

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☒ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Dated: 06-24-26

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		Department:	
☐ No Fiscal Impact	☐ Fiscal Impact (Describe/Include Estimated Costs)	☐ Police ☐ Public Works ☐ Parks	☐ Other (please specify):

The following will be Required:

☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	☐ Application Approved ☐ Application Denied ☐ Application Approved With Conditions (See Below)
Conditions of Approval:	

☐ **Attachments (specify):**

Outlook

Fw: Application 2026-028 - Disability Pride Celebration

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Thu 2026-06-25 8:17 AM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Thursday, June 25, 2026 08:11
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-028 - Disability Pride Celebration

No questions or comments

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Wednesday, June 24, 2026 4:06 PM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: Fw: Application 2026-028 - Disability Pride Celebration

Records Unit

www.lakesheriff.com P: 707-262-4200

1220 Martin St F:707-262-4204

Lakeport, CA 95453 Dispatch: 707-263-2690

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Wednesday, June 24, 2026 3:36 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-028 - Disability Pride Celebration

Good Afternoon,

Please find attached application 2026-028 for the Disability Pride Celebration for your review and comments.

We would like to submit this for City Council approval at the 07/21/2026 meeting, so please have your comments back to me by 07/14/2026.

Thank you for your input!

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

Outlook

Re: Application 2026-028 - Disability Pride Celebration

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Thu 2026-06-25 1:44 PM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

PD has not issues nor any input on this event.

Sincerely,



Chief of Police
Lakeport Police Department



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From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Wednesday, June 24, 2026 3:36 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley

<rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: Application 2026-028 - Disability Pride Celebration

Good Afternoon,

Please find attached application 2026-028 for the Disability Pride Celebration for your review and comments.

We would like to submit this for City Council approval at the 07/21/2026 meeting, so please have your comments back to me by 07/14/2026.

Thank you for your input!

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

E-mail correspondence and attachments with the City of Lakeport may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.

*For Public Records Act requests, please visit our *online public records request system*

like us on facebook

register, then VOTE

Book time to meet with me

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

Please note: *City Council meetings are held the* ***FIRST*** *and* ***THIRD TUESDAY*** *of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk* ***at least one month*** *prior to the Council meeting at which they will be considered.*

This section to be completed by City:

Application Received (Date): 06/25/2026	Application No. 2026-029
☐ $15.00 Application Fee Paid	For Council Meeting of (Date): 07/21/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Marie Schrader		Organization Name: Kiwanis Club of Lakeport
Address: 495 N. Main Street, Lakeport		Address: PO Box 1027, Lakeport
Home Phone: (707) 533-1199	Work Phone:	Mobile Phone: 707-292-6613
Email Address: lakeportkiwanis@gmail.com		Website/Facebook Page: lakeportkiwanis.org
Other Contact:		Phone for Other Contact:
Organization is: ■ Nonprofit Organization ☐ For Profit Organization		

Name of Event: Trick or Treat on Main Street

Description of Event: Families, businesses and organizations are invited

Public Area of Use: ■ Main Street ☐ Library Park ☐ Silveira Community Center Parking Lot ☐ Xabatin Community Park

Specific Location of Event (Map Must be Attached): Main Street between 1st Street and 5th Street

Does this use involve public right of way, streets, or sidewalk? ■ Yes ☐ No If yes, please indicate specific location:

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:
Notices will be hand-delivered. No parking notices will be posted 24 hours in advance.

Date(s) of Event: 10/30/2026	Total Number of Days: 1	Set Up Time: 1:30 Time of Event: 2:30 - 5:00 Tear Down Time:

Specify anticipated number of people (both participants and the public): 300

Will any vendors be present? Yes ☐ No ■ Will any food booths be present? Yes ☐ No ■

Requirements:	Specific City Staff Needs:
■ Electricity (cannot be guaranteed by City)	☐ Police
☐ Barricades	☐ Public Works
■ Street/Sidewalk Closures	☐ Parks
☐ No irrigation in park prior to event	☐ Other (please specify):
☐ Other (please specify):	
Coordination of these requirements must be made through the Public Works Department: (707) 263-0751	*The City reserves the right to bill applicant for related City costs.*

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☒ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Thomas Schneider Dated: 6/25/26

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		**Department:**	
☐ **No Fiscal Impact**	☐ **Fiscal Impact** (Describe/Include Estimated Costs)	☐ **Police** ☐ **Public Works** ☐ **Parks**	☐ **Other (please specify):**

The following will be Required:

☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

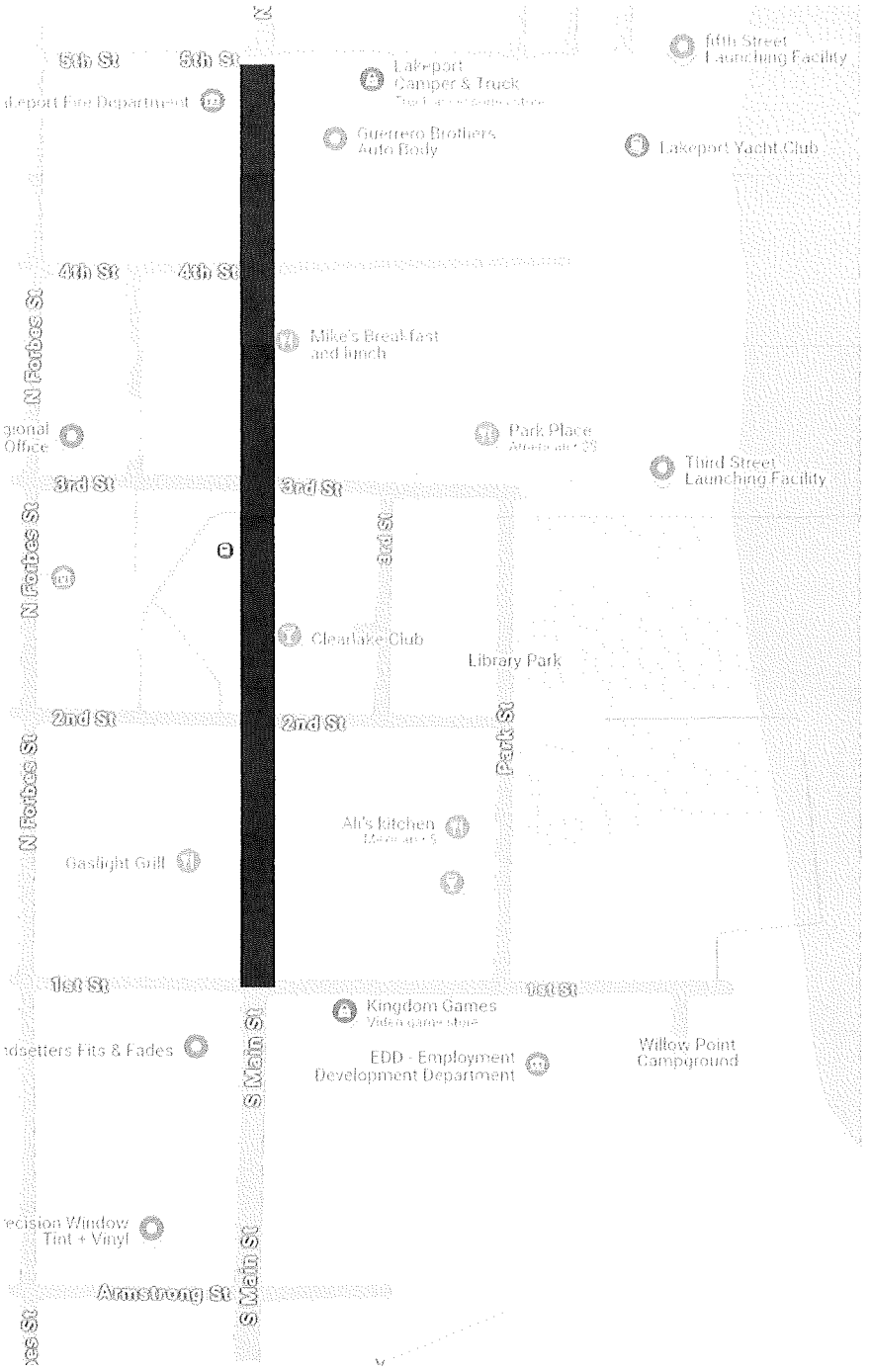
Staff Comments:

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**

TRICK OR TREAT ON MAIN STREET



Requested Street Closure
Main Street - 5th Street N to First Street

Kiwanis

KIWANIS CLUB OF

LAKEPORT

Chartered in 1976

TO: Lakeport City Council

FROM: Marie Schrader, Kiwanis Club of Lakeport

DATE: June 25, 2026

RE: Trick or Treat on Main Street

On behalf of the Rotary Club of Lakeport, I request a waiver of the $15 fee for the event "Trick or Treat on Main Street" for October 31, 2025. This is a service to the community by the Rotary Club of Lakeport and the Kiwanis Club of Lakeport.

Thank you!

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

Please note: *City Council meetings are held the **FIRST** and **THIRD TUESDAY** of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk **at least one month** prior to the Council meeting at which they will be considered.*

This section to be completed by City:

Application Received (Date): 06/29/2026	**Application No.** 2026-030
☐ **$15.00 Application Fee Paid**	**For Council Meeting of (Date):** 07/21/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Drew Jacoby		**Organization Name:** Lake County Fairgrounds
Address: 401 Martin Street, Lakeport, CA 95453		**Address:** 401 Martin Street, Lakeport, CA 95453
Home Phone:	**Work Phone:** 707.263.6181	**Mobile Phone:** 707.245.7319
Email Address: ceo@lakecountyfair.com		**Website/Facebook Page:** www.lakecountyfair.com
Other Contact:		**Phone for Other Contact:**
Organization is: ■ **Nonprofit Organization** ☐ **For Profit Organization**		

Name of Event: Annual Parade for Opening Night of the 2026 Fair!

Description of Event: To kickoff the 2026 Lake County Fair, the board and CEO request the opportunity to host a parade from Main Street to the front gates of the Fairgrounds to as part of our "opening ceremony" on Thursday, September 3, 2026. The first night of fair is also kids free night, so all kids (12 and under) who participate in the parade will be able to attend the fair for free. We are excited to work with the city and local organizations to increase participation in the fair and the opening ceremony parade this year.

Public Area of Use: ■ **Main Street** ☐ **Library Park** ☐ **Silveira Community Center Parking Lot** ■ **Xabatin Community Park**

Specific Location of Event (Map Must be Attached): Main Street from Xabatin Park to Fairgounds entrance on Martin

Does this use involve public right of way, streets, or sidewalk? ☐ **Yes** ☐ **No** **If yes, please indicate specific location:**

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:
Main Street business will be asked to participate in 2026

Date(s) of Event: Thursday, Sep 3	**Total Number of Days:** 1	**Set Up Time:** 5:00 pm staging **Time of Event:** 5:30 start **Tear Down Time:** 6:00 end

Specify anticipated number of people (both participants and the public): Open to the Public

Will any vendors be present? Yes ☐ **No** ■ **Will any food booths be present? Yes** ☐ **No** ■

Requirements:
- ☐ **Electricity (cannot be guaranteed by City)**
- ■ **Barricades**
- ■ **Street/Sidewalk Closures**
- ☐ **No irrigation in park prior to event**
- ☐ **Other (please specify):**

Coordination of these requirements must be made through the Public Works Department: (707) 263-0751

Specific City Staff Needs:
- ■ **Police**
- ■ **Public Works**
- ☐ **Parks**
- ☐ **Other (please specify):**

The City reserves the right to bill applicant for related City costs.

INSURANCE CERTIFICATE REQUIRED

Note: ***The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.***

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ **Yes** ☐ **No**

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

_____ Dated: 6/28/26

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		**Department:**	
☐ **No Fiscal Impact**	☐ **Fiscal Impact (Describe/Include Estimated Costs)**	☐ **Police** ☐ **Public Works** ☐ **Parks**	☐ **Other (please specify):**

The following will be Required:

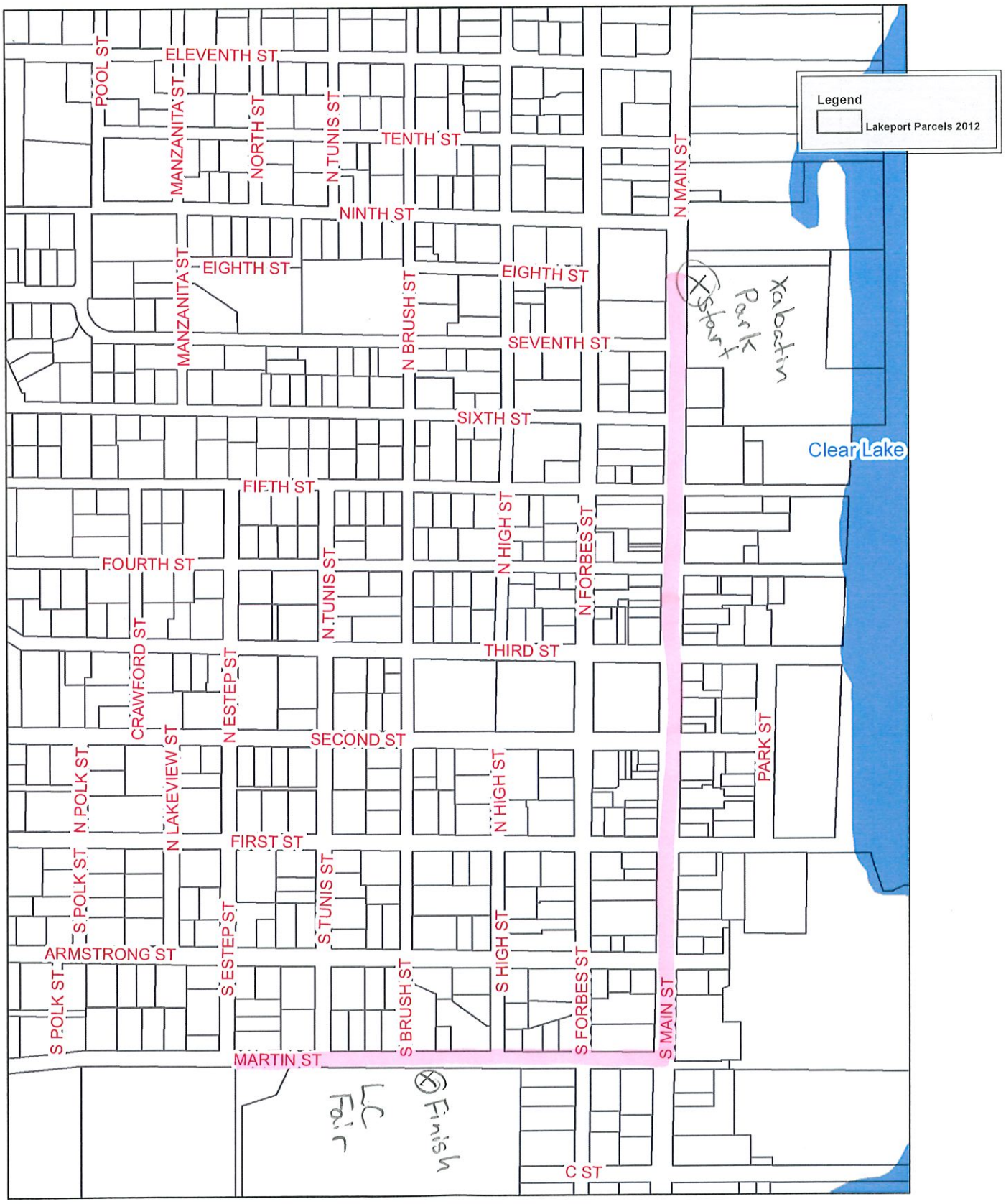
☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**



Projected coordinate system name: NAD 1983 State Plane California II FIPS 0402 Feet
Geographic coordinate system name: GCS North American 1983

0 205 410 820 Feet

1 inch = 414 feet

This map was prepared for information purposes only. No liability is assumed for the accuracy of the data shown.

Map Prepared by City of Lakeport
Community Development Department
abritton@cityoflakeport.com

Outlook

Application 2026-030 - Lake County Fair Parade

From Hilary Britton <hbritton@cityoflakeport.com>

Date Mon 2026-06-29 4:15 PM

To Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

1 attachment (779 KB)

2026-030 APP - LC Fair - Fair Parade.pdf;

Good Afternoon,

Please find attached application 2026-030 for the 2026 Lake County Fair parade for your review and comments.

We would like to submit this for City Council approval at the 07/21/2026 Council meeting, so please have your comments back to me by 07/14/2026.

Thank you for your input!

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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Outlook

Fw: Application 2026-030 - Lake County Fair Parade

From Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Date Tue 2026-06-30 7:59 AM
To Hilary Britton <hbritton@cityoflakeport.com>

From: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Sent: Tuesday, June 30, 2026 07:57
To: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Subject: RE: Application 2026-030 - Lake County Fair Parade

No questions, comments or concerns.

From: Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>
Sent: Monday, June 29, 2026 4:17 PM
To: Jose Martinez <Jose.Martinez@lakecountyca.gov>
Subject: Fw: Application 2026-030 - Lake County Fair Parade

Records Unit

www.lakesheriff.com P: 707-262-4200

1220 Martin St F:707-262-4204

Lakeport, CA 95453 Dispatch: 707-263-2690

From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Monday, June 29, 2026 4:15 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <Lori.Price@lakecountyca.gov>; Pheakdey Preciado <Pheakdey.Preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Lake County Sheriff - Records <mbx.Sheriff_Records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: [EXTERNAL] Application 2026-030 - Lake County Fair Parade

Good Afternoon,

Please find attached application 2026-030 for the 2026 Lake County Fair parade for your review and comments.

We would like to submit this for City Council approval at the 07/21/2026 Council meeting, so please have your comments back to me by 07/14/2026.

Thank you for your input!

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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*For Public Records Act requests, please visit our *online public records request system*

Outlook

Re: Application 2026-030 - Lake County Fair Parade

From Dale Stoebe <dstoebe@lakeportpolice.org>

Date Tue 2026-06-30 9:47 AM

To Hilary Britton <hbritton@cityoflakeport.com>; Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley <rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>

The Police Department has no issues, nor input on this event.

Sincerely,

Chief of Police
Lakeport Police Department

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From: Hilary Britton <hbritton@cityoflakeport.com>
Sent: Monday, June 29, 2026 4:15 PM
To: Amanda Frazell <Dean.Eichelmann@lakecountyca.gov>; Johnnie Lindsey <jjl@paratransit.net>; Lisa Davey-Bates <ldaveybates@dbcteam.net>; Lori Price <lorip@co.lake.ca.us>; Pheakdey Preciado <pheakdey.preciado@lakecountyca.gov>; Ron Ladd <rladd@cityoflakeport.com>; Sheriff's Dept <records@lakecountyca.gov>; Dale Stoebe <dstoebe@lakeportpolice.org>; Victor Fernandez <vfernandez@cityoflakeport.com>; Bethany Moss <bmoss@cityoflakeport.com>; Katie Carpenter <Katie.Carpenter@lakecountyca.gov>; Kelly Buendia <kbuendia@cityoflakeport.com>; lakeportfire@lakeportfire.com <lakeportfire@lakeportfire.com>; Patrick Reitz <preitz@lakeportfire.com>; Jim Kennedy <jkennedy@cityoflakeport.com>; Linda Sobieraj <lsobieraj@cityoflakeport.com>; Matt Hartzog <mhartzog@cityoflakeport.com>; Michelle Humphrey <mhumphrey@cityoflakeport.com>; Ryan Cooley

<rcooley@lakeportpolice.org>; Ky Ramsey <kramsey@cityoflakeport.com>
Subject: Application 2026-030 - Lake County Fair Parade

Good Afternoon,

Please find attached application 2026-030 for the 2026 Lake County Fair parade for your review and comments.

We would like to submit this for City Council approval at the 07/21/2026 Council meeting, so please have your comments back to me by 07/14/2026.

Thank you for your input!

Hilary Britton, CMC

Deputy City Clerk/Records Supervisor

City of Lakeport

225 Park Street

Lakeport, CA 95453

(707) 263-5615 x102

hbritton@cityoflakeport.com

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CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

Please note: *City Council meetings are held the **FIRST** and **THIRD TUESDAY** of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk **at least one month** prior to the Council meeting at which they will be considered.*

This section to be completed by City:

Application Received (Date): 06/29/2026	**Application No.** 2026-031
☐ **$15.00 Application Fee Paid**	**For Council Meeting of (Date):** 07/21/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: Mary Gross		**Organization Name:** County of Lake-Health Services
Address: 922 Bevins Court, Lakeport, CA 95453		**Address:**
Home Phone:	**Work Phone:** 7072631090 ex 174	**Mobile Phone:** 518-339-5015
Email Address: mary.gross@lakcountyca.gov		**Website/Facebook Page:**
Other Contact: Amanda Gard		**Phone for Other Contact:** 7072631090 ex 174
Organization is: ☐ **Nonprofit Organization** ☐ **For Profit Organization**		

Name of Event: SafeRx International Overdose Awareness Day

Description of Event: A community gathering to honor lives lost to overdose and raise awareness about substance use prevention. The event will feature educational resources, personal stories, and a moment of remebrance to support healing and hope.

Public Area of Use: ☐ **Main Street** ■ **Library Park** ☐ **Silveira Community Center Parking Lot** ☐ **Xabatin Community Park**

Specific Location of Event (Map Must be Attached): Lawn Area, Gazebo

Does this use involve public right of way, streets, or sidewalk? ☐ **Yes** ■ **No** **If yes, please indicate specific location:**

If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:

Date(s) of Event: August 22, 2026	**Total Number of Days:** 1	**Set Up Time:** 9am **Time of Event:** 11am **Tear Down Time:** 3pm-4pm

Specify anticipated number of people (both participants and the public): 50-75

Will any vendors be present? Yes ■ No ☐ **Will any food booths be present?** Yes ■ No ☐

Requirements:
- ■ **Electricity (cannot be guaranteed by City)**
- ☐ **Barricades**
- ☐ **Street/Sidewalk Closures**
- ■ **No irrigation in park prior to event**
- ☐ **Other (please specify):**

Coordination of these requirements must be made through the Public Works Department: (707) 263-0751

Specific City Staff Needs:
- ☐ **Police**
- ☐ **Public Works**
- ☐ **Parks**
- ☐ **Other (please specify):**

The City reserves the right to bill applicant for related City costs.

INSURANCE CERTIFICATE REQUIRED

Note: ***The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.***

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☒ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

_____ Dated:

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		**Department:**	
☐ **No Fiscal Impact**	☐ **Fiscal Impact (Describe/Include Estimated Costs)**	☐ **Police** ☐ **Public Works** ☐ **Parks**	☐ **Other (please specify):**

The following will be Required:

☐ Business License
☐ ABC License
☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**

CITY OF LAKEPORT

225 Park Street
Lakeport, CA 95453

Please Note:
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102
Fax: (707) 263-8584

APPLICATION FOR USE OF PUBLIC AREAS

Please note: *City Council meetings are held the* ***FIRST*** *and* ***THIRD TUESDAY*** *of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk* ***at least one month*** *prior to the Council meeting at which they will be considered.*

This section to be completed by City:

Application Received (Date): 07/01/2026	Application No. 2026-032
[X] $15.00 Application Fee Paid	For Council Meeting of (Date): 07/21/2026

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: ANA SANTANA	Organization Name: LATINOS UNITED OF LAKE COUNTY
Address: PO BOX 741 KELSEYVILLE CA 95451	Address: PO BOX 741 KELSEYVILLE CA 95451
Home Phone:	Work Phone: lakelatinos@gmail.com / ~~latinosunitedoflakecounty@gmail.com~~ / Mobile Phone: 707 342-9696
Email Address:	Website/Facebook Page: latinosunited of lake county
Other Contact:	Phone for Other Contact: 707 413 7460
Organization is: [X] Nonprofit Organization [ ] For Profit Organization	

Name of Event: DIA DE LOS MUERTOS (DAY OF THE DEAD)	
Description of Event: Cultural gathering to celebrate our dearly departed	
Public Area of Use: [ ] Main Street [ ] Library Park [ ] Silveira Community Center Parking Lot [X] Xabatin Community Park	
Specific Location of Event (Map Must be Attached):	
Does this use involve public right of way, streets, or sidewalk? [ ] Yes [X] No If yes, please indicate specific location:	
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: N/A	
Date(s) of Event: 11/1/2026	Total Number of Days: 1
Set Up Time: 8:00 am Time of Event: 10-5pm Tear Down Time: 4:30	
Specify anticipated number of people (both participants and the public): 300	
Will any vendors be present? Yes [X] No [ ] Will any food booths be present? Yes [X] No [ ] NO ALCOHOL	

Requirements: [X] Electricity (cannot be guaranteed by City) [ ] Barricades [ ] Street/Sidewalk Closures [X] No irrigation in park prior to event [ ] Other (please specify): *Coordination of these requirements must be made through the Public Works Department: (707) 263-0751*	Specific City Staff Needs: [ ] Police [ ] Public Works [X] Parks [ ] Other (please specify): *The City reserves the right to bill applicant for related City costs.*

INSURANCE CERTIFICATE REQUIRED

Note: *The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements, including Waiver of Subrogation. The insurance provided to the City as an additional insured shall be primary to, and non-contributory with any insurance or self-insurance program maintained by the City. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.*

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☐ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

_____ Dated: 7/1/2026

Signature of Applicant
Responsible Official of Applicant Organization

STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		**Department:**	
☐ **No Fiscal Impact**	☐ **Fiscal Impact** (Describe/Include Estimated Costs)	☐ **Police** ☐ **Public Works** ☐ **Parks**	☐ **Other (please specify):**
The following will be Required: ☐ Business License ☐ ABC License		☐ Health Department Permit ☐ Other (Specify):	
Staff Comments:			

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	☐ **Application Approved** ☐ **Application Denied** ☐ **Application Approved With Conditions (See Below)**
Conditions of Approval:	

☐ **Attachments (specify):**

Outlook

Re: Dia de los Muertos Event Question

From Latinos United of Lake County <lakelatinos@gmail.com>
Date Thu 2026-07-02 2:03 PM
To Hilary Britton <hbritton@cityoflakeport.com>

Hi Hilary,
no we will not be selling alcohol. Thank you for asking...

On Thu, Jul 2, 2026 at 11:15 AM Hilary Britton <hbritton@cityoflakeport.com> wrote:

> Hi Ana,
>
> The application for the Dia de los Muertos event didn't indicate whether there would be alcohol sold at the event. Please advise.
>
> Thanks,
> Hilary
>
> **Hilary Britton, CMC**
>
> Deputy City Clerk/Records Supervisor
>
> City of Lakeport
>
> 225 Park Street
>
> Lakeport, CA 95453
>
> (707) 263-5615 x102
>
> hbritton@cityoflakeport.com
>
> *E-mail correspondence and attachments with the City of Lakeport may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the Act.*
>
> *For Public Records Act requests, please visit our *online public records request system*
>
> 
>
> 
> 
>
>
> Book time to meet with me

COUNTY OF LAKE
Health Services Department
Environmental Health Division
922 Bevins Court
Lakeport, California 95453-9739
Telephone 707/263-1090
FAX 707/263-4395

Craig Wetherbee
Environmental Health Director

Promoting an Optimal State of Wellness in Lake County

Memorandum

DATE: July 9, 2026

TO: Hilary Britton, Deputy City Clerk/Records Supervisor

FROM: Ashley Brown, Senior EHS

RE: Application 2026-032 SR0017519

APN: 025-601-07

Environmental Health Division is requiring:

1. If there are more than two food vendors, then sponsor must apply and pay for a sponsor Temporary Event application two weeks before the event takes place. Please have the sponsor provide a list of all the food vendors (this includes beer and wine booths).
2. The food vendors must apply and pay for a vendor Temporary Event application two weeks before the event takes place.
3. If the sponsor is going to have a food booth as well, then the sponsor needs to apply and pay for a vendor Temporary Event application two weeks before the event takes place.

COUNTY OF LAKE
HEALTH SERVICES
prevent.promote.protect.

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT	
RE: Designated Disabled Parking for Lake County Fair	**MEETING DATE:** 07/21/2026
SUBMITTED BY: Police Chief Dale Stoebe	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is requested to consider approving the temporary designation of on-street parking spaces as disabled parking to assist with anticipated parking demands during the 2026 Lake County Fair.

The proposed designation would apply to all on-street parking spaces located within the 200 block of C Street, between South Forbes Street and the C Street entrance to the Lake County Fairgrounds, on both the north and south sides of the street, as well as all on-street parking spaces within the 200 block of D Street, between South Forbes Street and the D Street entrance to the Fairgrounds, on both the north and south sides of the street.

The temporary disabled parking designation would be effective from **4:00 p.m. on Thursday, September 3, 2026, through 11:59 p.m. on Sunday, September 6, 2026**.

BACKGROUND/DISCUSSION:

The annual Lake County Fair attracts thousands of visitors each year, resulting in significant vehicle and pedestrian traffic in the area surrounding the Fairgrounds. In previous years, limited on-site disabled parking has created operational challenges, particularly near the Fairgrounds' main entrance. The Fairgrounds currently provides approximately eight (8) designated disabled parking spaces at its primary entrance, which has proven insufficient to meet the demand generated during the event.

As available disabled parking fills, motorists displaying disabled parking placards have, at times, been forced to stop, double park, or park in areas where parking is otherwise prohibited while attempting to access the Fairgrounds. These conditions contribute to traffic congestion, impede the efficient movement of vehicles, and create avoidable safety concerns for motorists and pedestrians alike.

Temporarily designating additional disabled parking spaces along the adjacent portions of C Street and D Street would increase accessible parking capacity in close proximity to the Fairgrounds, improve access for individuals with disabilities, and help alleviate congestion near the main entrance. The Police Department has coordinated with the City's Public Works Department regarding this proposal, and

Public Works staff has confirmed that the necessary temporary signage is available and can be installed for the duration of the event.

OPTIONS:

Approve by designating the recommended described area as disabled parking as proposed, modify the area proposed for designation as disabled parking, do not approve any designation of disabled parking areas outside of the grounds of the Lake County Fair.

FISCAL IMPACT:

☐ None ☒ $60-100 Budgeted Item? ☒Yes ☐ No

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

Affected fund(s): ☒ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments**:**

COUNCIL PRIORITIES:

☒ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

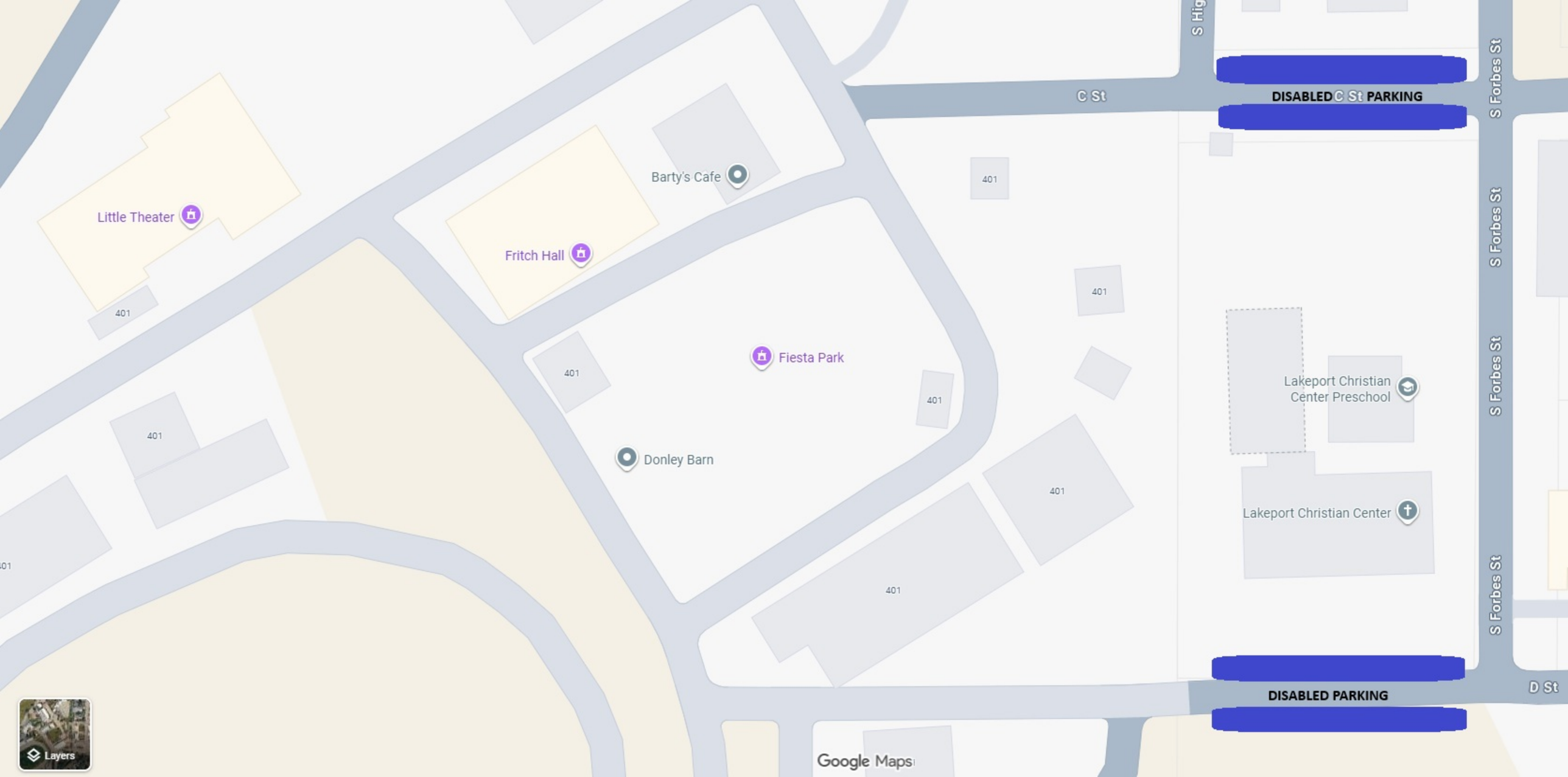
☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☒ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to approve the designated temporary disabled parking on both sides of C and D Streets, between South Forbes Street and the respective fairgrounds entrance gates from 4:00 p.m. on Thursday, September 3, 2026, to 11:59 pm on Sunday, September 6, 2026.

☒ **Attachments:** 1. LC Fair Map


C St
DISABLED C St PARKING
S Forbes St
S Forbes St
S Forbes St
S Forbes St
D St
DISABLED PARKING
Barty's Cafe
Little Theater
Fritch Hall
Fiesta Park
Donley Barn
Lakeport Christian Center Preschool
Lakeport Christian Center
401
Layers
Google Maps

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding	**MEETING DATE:** 07/21/2026
SUBMITTED BY: Kevin M. Ingram, 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 authorize the Mayor to execute the Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding on behalf of the City of Lakeport. The Memorandum of Understanding formalizes the City's continued participation in the regional collaborative effort to support recovery of the Clear Lake Hitch and promote stewardship of the Clear Lake watershed.

BACKGROUND:

The Clear Lake Hitch (known as the Chi in Pomo and Ṣátti in Lake Miwok) is an important native fish species that has experienced significant population decline due to a variety of environmental factors, including climate change, altered hydrology, invasive species, habitat degradation, legacy contamination, and prolonged drought conditions. Because the health of the Clear Lake watershed is directly connected to the ecological, cultural, recreational, and economic wellbeing of Lake County, numerous tribal governments, state agencies, local governments, and nonprofit organizations have worked collaboratively over the past several years to support recovery efforts.

Regional coordination has steadily evolved through several important milestones. In 2017, Assembly Bill 707 established the Blue Ribbon Committee for the Rehabilitation of Clear Lake to study and recommend projects intended to improve the health of Clear Lake while supporting Lake County's economy, ecosystem, and cultural heritage. In 2022, tribal governments and the California Department of Fish and Wildlife formed the Clear Lake Hitch Task Force to coordinate emergency actions necessary to prevent the extinction of the species. Additional state and local agencies subsequently joined these collaborative efforts, and in 2023 Governor Newsom recognized the drought-related impacts to native fish populations through Executive Order N-5-23. More recently, the California Department of Fish and Wildlife initiated development of a formal Clear Lake Hitch Recovery Plan.

The proposed Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding represents the next step in this ongoing collaborative effort. The purpose of the agreement is to strengthen coordination among participating organizations by identifying areas of collaboration, clarifying each party's general roles, improving communication, supporting collaborative funding opportunities, and establishing an organized framework for continued partnership.

Importantly, the Memorandum of Understanding is expressly identified as a non-legally binding agreement. It does not obligate any participating agency to expend funds, assign personnel, undertake specific projects, or relinquish any existing authority or responsibility. Rather, it documents each party's commitment to continue

working collaboratively toward improving the health of the Clear Lake watershed and supporting recovery of the Clear Lake Hitch.

DISCUSSION:

As one of the local jurisdictions within the Clear Lake watershed, the City of Lakeport has participated in many of the collaborative discussions and regional coordination efforts that have occurred over the past several years. The City's proposed appendix to the Agreement reflects the activities already being undertaken by the City, including participation in the Blue Ribbon Committee, coordination with regional partners, incorporation of best management practices where appropriate, and consideration of watershed health during municipal capital improvement projects and development review processes.

The City's identified coordination responsibilities are similarly consistent with existing practices. These include participating in periodic coordination meetings, serving as a local point of contact, sharing information with regional partners, and coordinating with other participating agencies where appropriate and within the City's existing authority. None of these activities represent a significant departure from the collaborative relationships that already exist today.

Staff believes it is important to emphasize that approval of this Memorandum of Understanding does not transfer any local authority or decision-making responsibility to outside agencies. The Agreement specifically preserves the authority of each participating organization and creates no legally enforceable obligations. Land use authority, development review, infrastructure planning, and all discretionary actions remain solely under the authority of the Lakeport City Council and the City's existing regulatory processes. Similarly, the Agreement does not require the City to fund projects, dedicate staff resources beyond those it voluntarily chooses to provide, or participate in any future initiative that the City determines is not in its interest.

Instead, the proposed Memorandum of Understanding simply formalizes the collaborative working relationship that has developed over approximately the past two years among tribal governments, state agencies, local governments, and regional partners. By documenting each participant's areas of interest, existing activities, and points of contact, the Agreement is intended to improve communication, reduce duplication of effort, and promote continued coordination as recovery efforts move forward. Staff believes formal participation demonstrates the City's commitment to being a constructive regional partner while fully preserving its local governance responsibilities and decision-making authority.

ENVIRONMENTAL REVIEW: Approval of the Memorandum of Understanding is not a project subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 because it constitutes an organizational and administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment.

Staff believes participation in the Agreement demonstrates the City's continued commitment to collaborative watershed stewardship and recovery of the Clear Lake Hitch while maintaining full local control over land use decisions, infrastructure planning, and municipal operations. Staff recommends the City Council authorize the Mayor to execute the Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding on behalf of the City of Lakeport.

OPTIONS:

1. Authorize the Mayor to execute the Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding.
2. Decline to approve the Memorandum of Understanding.
3. Alternatively, provide staff with additional direction.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐ Yes ☐ No

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

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments: Approval of the Memorandum of Understanding has no direct fiscal impact. The Agreement expressly states that it creates no obligation to expend funds or dedicate personnel. Any future funding commitments would require separate City Council authorization.

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to authorize the Mayor to execute the Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding on behalf of the City of Lakeport.

☒ **Attachments:**

1. Clear Lake Watershed and Chi (Ṣátti) Co-Management Memorandum of Understanding.
2. City of Lakeport Appendix.

Clear Lake Watershed and *Chi* Memorandum of Understanding Co-Management Agreement

The following Parties hereby enter into this Memorandum of Understanding Co-Management Agreement (Agreement) for the stewardship and co-management of Clear Lake watershed and the Clear Lake hitch (most commonly also known as the *Chi* in Pomo or *Ṣátti* in Lake Miwok) as of the date of the latest signature below: Habematolel Pomo of Upper Lake, Robinson Rancheria of Pomo Indians of California, Big Valley Band of Pomo Indians, Middletown Rancheria of Pomo Indians of California, Scotts Valley Band of Pomo Indians, Elem Indian Colony (collectively "Federally Recognized Tribal Parties"), the California Natural Resources Agency (CNRA), the California Environmental Protection Agency (CalEPA), the California Department of Fish and Wildlife (CDFW), the California Department of Parks and Recreation (State Parks), the California State Lands Commission (SLC), the California Conservation Corps (CCC), the California State Water Resources Control Board (State Water Board), the Central Valley Regional Water Quality Control Board (Central Valley Water Board), the County of Lake, Lake County Watershed Protection District, the City of Clearlake, and the City of Lakeport (collectively "Non-Tribal Parities)(all parties to the Agreement collectively "Parties" and individually "Party")(Appendix 1).

DRAFT

Intent and Purpose

Clear Lake and its watershed sit at the heart of the ancestral homelands of Pomo and Lake Miwok peoples, whose cultures, economies, and identities have been shaped by these waters for millennia. The *Chi (Ṣátti)*, also known as the Clear Lake hitch, is not only a native species—it is a cultural relative and a teacher —and we all have a responsibility to the species, Clear Lake, and each other. Yet today *Chi* (*Ṣátti*) populations persist in a system stressed by climate change, altered hydrology, legacy contamination, invasive species, fragmented governance, and historic injustice. These challenges cannot be solved by any single government acting alone. They must be addressed by a collective commitment to action.

This Agreement is not legally binding nor is it intended to be the final form of co-management. It is a written resource of the Parties commitment to continue strengthening a collaborative working relationship that builds on the regional efforts of past and present leaders and experts. This Agreement establishes a shared path toward stronger coordination, more meaningful power-sharing, and durable working relationships capable of restoring *Chi (Ṣátti)*, healing waters, and rebuilding trust.

This Agreement commits the Parties to: (a) clarifying roles and responsibilities to work together more effectively (Appendix 2); (b) describing the planning and coordination tools that function as living documents for organization,

accountability, and coordination; and (c) a sustained, long-term effort for the health of the *Chi (Ṣátti),* the watershed, and Clear Lake communities.

Recitals

WHEREAS the Parties recognize the urgent need for coordinated action to recover *Chi (Ṣátti)* populations and address harmful algal blooms, legacy mercury contamination, watershed degradation, and other environmental challenges affecting the Clear Lake watershed;

WHEREAS federally recognized tribal governments are sovereign governments with inherent authority and cultural responsibilities tied to the stewardship of the Clear Lake watershed;

WHEREAS the State of California has acknowledged historical injustices experienced by tribal communities and has expressed a commitment to expanding opportunities for tribal co-management of ancestral lands and waters;

WHEREAS Government Code Section 11019.82 (AB 1284 Ramos (2024)) "encourages the Natural Resources Agency to enter into cogovernance and comanagement agreements with federally recognized tribes" and defines "comanagement" as "a collaborative effort established through an agreement in which two or more sovereigns mutually negotiate, define, and allocate amongst themselves the sharing of management functions and responsibilities for a given territory, area, or set of natural resources";

DRAFT

WHEREAS multiple agencies and jurisdictions hold authorities related to water, land, wildlife, public health, and environmental protection in the Clear Lake watershed;

WHEREAS effective recovery of the *Chi (Ṣátti)*and improvement of watershed health requires coordination across sovereign governments, agencies, and local jurisdictions;

WHEREAS in 2017, Assembly Bill 707 (Aguiar-Curry 2017) established the 15-member Blue Ribbon Committee for the Rehabilitation of Clear Lake with appointed representatives from California Native American tribes, County of Lake, UC Davis and the Central Valley Regional Water Quality Control Board, and Lake County organizations with expertise in agriculture, economic development, environment and public water supplies to study and recommend projects to rehabilitate Clear Lake and improve Lake County's economy, ecosystem, and heritage;

WHEREAS in September 2022, the Big Valley Band of Pomo Indians, Habematolel Pomo of Upper Lake, Middletown Rancheria of Pomo Indians of California, Robinson Rancheria of Pomo Indians of California, Scotts Valley Band of Pomo Indians, and CDFW created the Clear Lake Hitch Task Force (Task Force) in response to a request from California Native American tribes' for emergency response to prevent the extinction of the *Chi (Ṣátti)* and to ensure that tribal governments have meaningful and timely input on resource management decisions and courses of action;

WHEREAS in 2023, other state and local government agencies, including the State

Water Board, joined the Task Force and California recognized the drought-related harm to native fish in the Clear Lake Watershed through Executive Order N-5-23, which directed state agencies to work with Native American tribes in the Clear Lake watershed.

WHEREAS in 2026, CDFW began the process to develop the Clear Lake Hitch Recovery Plan under California Fish and Game Code §2079.1 in partnership with representatives serving on the Task Force.

WHEREAS the Task Force has coordinated conservation, monitoring, and management actions intended to prevent further decline, and enable the recovery of *Chi (Ṣátti)* across local, state, and federal agencies, and tribal governments and provided immediate and long-term coordination, support, and response to declining hitch populations;

WHEREAS the Parties have identified the following core objectives during the February 2026 Clear Lake Hitch Summit necessary to pursue meaningful co-management of the Clear Lake watershed and *Chi (Ṣátti):*

A. **Strategic Coordination -** Improve coordination among the Parties to reduce duplication, align priorities, and establish consistent planning and communication processes.

B. **Addressing Historical Wrongs and Elevating Tribal Leadership -** Increase shared understanding of current impacts of historical wrongs and identify tangible actions to bring present day healing for tribal communities.

C. **Capacity for Funding and Grants Management -** Increase the collective capacity of the Parties to seek, manage, and/or administer grants supporting watershed restoration and *Chi* (*Ṣátti*) recovery.

D. **Enforcement and Compliance -** Strengthen enforcement coordination and communication with the Parties related to water use, pollution, illegal dumping, habitat impacts, illegal cannabis grows, and other activities affecting the Clear Lake watershed.

E. **Permitting and Regulatory Efficiency -** Promote more efficient permitting pathways, including exploration of programmatic and Cutting Green Tape approaches that can reduce barriers for restoration projects.

F. **Tribal Leadership and Tribal and Local Workforce Development -** Support increased tribal and local workforce and participation in watershed stewardship and recovery work.

G. **Communication, Data Sharing, and Accountability -** Improve information sharing, coordination tools, and reporting mechanisms among the Parities, while protecting sensitive and confidential information of the Parities and respecting tribal data sovereignty of the federally recognized tribal parities.

NOW, THEREFORE, the Parties agree to the following non-legally binding terms in pursuit of meaningful co-management:

DRAFT

Section I – Areas of Collaboration Pursuant to this Agreement

This Agreement provides the overarching framework for collaboration among the Parities and operates within a multi-level coordination structure that includes the Clear Lake Hitch Task Force discussed in Section III.

The Parties agree to work together on following areas of collaboration.

A. Identifying and Addressing Historical Wrongs for Present Day Healing
B. *Chi* (Ṣátti) Recovery and Habitat Restoration
C. Water Quality, Harmful Algal Blooms, and Toxins
D. Native Species Recovery and Invasive Species Control
E. Enforcement and Watershed Protection
F. Research, Monitoring, and Knowledge and Data Sharing
G. Communication, Public Engagement, and Education
H. Workforce Development and Training

Section II – Geographic Area

This Agreement applies to the Clear Lake watershed and basin, including Clear Lake itself and its tributaries, as depicted in Appendix 3. The Parties recognize that this area lies within the ancestral territories of Pomo and Lake Miwok tribes and represents an interconnected ecological and cultural landscape.

DRAFT

Section III – Related Activities

A. Clear Lake Hitch Task Force

The Parties understand that the Clear Lake Hitch Task Force (Task Force) serves as a coordination and communication forum where tribal representatives and senior-level agency representatives review, develop, and implement recommendations that support recovery and protection of the *Chi* (*Ṣátti*). The Parties understand that the Task Force is guided by a Charter (Appendix 4) that describes membership, roles, responsibilities, meeting schedules, and coordination mechanisms, and the role of the Task Force Facilitator. The Parties also understand that the Task Force intends to review and update the Charter every three to five years.

B. Annual Work Plan

The Parties to this Agreement understand that the Task Force develops an annual informal work plan (Annual Work Plan) with flexibility to adapt to changing conditions. The Annual Work Plan identifies priority actions for the coming year and guides the work of the Task Force members and working groups. Development of the Annual Work Plan will be done in coordination with the Parties and informed by leadership during the biennial *Chi* Leadership Summit and other meetings as necessary.

C. Biennial Leadership Summit

The Parties understand that the Task Force coordinates an in-person *Chi (Ṣátti)* Leadership Summit once every two years where tribal leaders, executive-level agency representatives, and the Parties provide strategic direction, review progress on conservation efforts, and inform priorities for Annual Work Plans.

D. Clear Lake Hitch Recovery Planning

The Parties reaffirm their commitment to the development of the Clear Lake Hitch Recovery Plan, led by the CDFW. The Recovery Plan will serve as a key organizing framework for research, monitoring, restoration, and coordination efforts. The scope of collaboration under this Agreement extends beyond the Recovery Plan's boundaries, requiring ongoing coordination to ensure alignment between these efforts.

Section IV – Sovereign Immunity

A. Nothing in this Agreement shall be interpreted as a waiver or limitation of the sovereign immunity of any Federal Recognized Tribal Parties participating in this Agreement.
B. The Parties acknowledge that some contracts, grants, deeds, or other agreements entered into by the Parties as part of implementation of specific actions under this Agreement may require a limited waiver of sovereign immunity. Non-Tribal Parties will inform Federally Recognized Tribal Parties as soon as feasibly possible if a limited waiver of sovereign immunity is required. The need for a limited waiver of sovereign immunity will be determined on a case-by-case basis, dependent on the type and scope of the project, and as required under tribal, federal, and state law.
C. Non-Tribal Parties will avoid seeking a limited waiver of sovereign immunity when possible. Non-Tribal Parties are committed to working collaboratively with Federal Recognized Tribal Parties on tailoring limited waiver of sovereign immunity terms to support tribal priorities while also meeting the Non-Tribal Parties legal obligations under all applicable laws.

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Section V – Term and Annual Agreement Meeting

A. This Agreement shall take effect upon the date of the final signature and shall remain in effect for a period of five years and shall automatically renew at the end of each term. The Parties shall meet at the end of each term to determine if any amendments are needed or to terminate the Agreement. If no changes are made upon such meeting at the end of the term, the Parties are not required to re-sign the Agreement.
B. The Parties shall meet at least annually to discuss the implementation of this Agreement. The Parties are encouraged to meet more frequently and can establish smaller working groups as needed to accomplish the intentions of this Agreement.

Section VI – Additional Terms

A. **Not Construed Against Drafter.** The Parties acknowledge that they have had an adequate opportunity to review each, and every provision contained

in this Agreement, including the opportunity to submit the same to legal counsel for review and comment.

B. **Amendments in Writing.** This Agreement can only be amended in writing by mutual consent of all Parties. The Parties acknowledge that the scope of the Agreement may be adjusted to meet present and growing needs. Any additional or changed scopes will use the amendment process in this subsection. The amendment process shall be used for the inclusion of additional parties to the Agreement and include new signatories. Changes made to Appendix 2 and Appendix 4 do not require formal amendments to this Agreement. A Party making changes to that Party's section of Appendix 2 commits to notifying all other Parties to the Agreement within 10 days after making the change. The Task Force will inform the Parties at the Biennial Leadership Summit of any changes made to Appendix 4.

C. **Participation in Similar Activities.** This Agreement in no way restricts the Parties from participating in similar activities with each other or other Native American tribes, public or private agencies, organizations, and individuals who are not parties to this Agreement. In the event of contradicting terms or commitments between different agreements with some of the Parties to this Agreement, the parties involved in the separate agreements shall meet and confer to address contradictions. In the event of a dispute in interpreting contradictions between multiple agreements, the disputing parties agree to follow the Section VI (N) of this Agreement.

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D. **No-Fund Obligation Document.** Nothing in this Agreement shall obligate Parties to transfer or spend any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of such agreements must comply with all applicable statutes and regulations.

E. **No Legal Obligations, Rights, or Remedies**. This Agreement is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Agreement are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from the Agreement.

F. **Availability of Personnel and Resources**. This Agreement does not involve the exchange of funds, nor does it represent any obligation of funds by either Party. All costs that may arise from activities covered by, mentioned in, or

pursuant to this Agreement will be assumed by the Party that incurs them, unless otherwise expressly agreed in a separate written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Agreement are subject to the availability of funds, personnel and other resources of each Party.

G. **Personnel Designated by a Party.** The personnel designated by a Party to facilitate the objectives of this Agreement will work under the orders and responsibilities of that Party at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.

H. **Compliance with Applicable Laws**. This Agreement shall be construed consistent with all applicable laws, and activities undertaken in connection with this Agreement shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws. Parties acknowledge that state and local governments are subject to the California Public Records Act, Government Code Section 7920.000 – 7931.000 and may have to disclose information shared pursuant to this Agreement.

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I. **Interpretation and Application**. Any differences that may arise in relation to the interpretation or application of this Agreement will be resolved through consultations between the Parties, which will endeavor in good faith to resolve such differences. In the event of a dispute involving the interpretation or implementation of this Agreement, the disputing parties agree to follow the Section VII (N) of this Agreement.

J. **Responsibility of the Parties.** The Parties and their respective agencies and offices will be responsible for their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives.

K. **No Third-Party Beneficiaries**: This Agreement is made for the sole benefit of the Parties and no other person or entity shall have any rights or remedies under or by reason of this Agreement. Nothing in this Agreement may be the basis of any third-party challenges or appeals.

L. **Existing Rights.** The Parties each retain all rights, responsibilities, and authorities provided for by law or the absence thereof and nothing in this Agreement extinguishes any such rights, responsibilities, or authorities. Nothing in this Agreement delegates any rights, responsibilities, or authorities provided by law to any Party. Nothing in this Agreement delegates or otherwise prevents, compromises, or precludes each Party from exercising all rights, responsibilities, or authorities provided by law.

M. **Assignment**. This Agreement is not assignable to others not party to this Agreement, in whole or in part.

N. **Disputes.** If a dispute arises involving the interpretation or implementation of this Agreement, the Parties shall meet and confer in a good faith attempt to resolve the dispute.

   a. In a dispute between some, but not all, Parties to the Agreement, the disputing Parties shall meet and confer in good faith at least 60 days after notice of a dispute to resolve the dispute. If resolution isn't resolved, all Parties shall meet and confer in good faith at least 60 days after receiving notice that the disputing parties were not able to resolve the dispute.

   b. To the extent possible, all Parties shall ensure that any dispute will not disrupt the intentions and work plans set forth under this Agreement.

O. **Withdrawal**. A Party may withdraw from this Agreement for any reason upon 60 days written notice to all other Parties; the withdrawal of one Party will not terminate the Agreement for the other Parties still signed in effect.

P. **Termination.** The Agreement terminates if all Parties withdraw from the Agreement or if only one Party remains still signed in effect.

Q. **Authorized Representatives.** By signature below, each Party certifies that the individuals listed in this Agreement as representatives of that Party are authorized to act for the Party in the respective areas for matters related to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Habematolel Pomo of Upper Lake

By: _____ Date: _____

Danielle Cirelli, Chairperson

Robinson Rancheria of Pomo Indians of California

By: _____ Date: _____

Sonja Drace Poe, Chairperson

Big Valley Band of Pomo Indians

By: _____ Date: _____

Flaman McCloud, Chairperson

Middletown Rancheria of Pomo Indians of California

By: _____ Date: _____

Jose "Moke" Simon III, Chairperson

Scotts Valley Band of Pomo Indians

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By: _____ Date: _____

Shawn Davis, Tribal Chairman

Elem Indian Colony

By: _____ Date: _____

Agustin Garcia, Chairperson

California Natural Resources Agency

By: _____ Date: _____

Wade Crowfoot, Secretary

California Environmental Protection Agency

By: _____ Date: _____

Yana Garcia, Secretary

California Department of Fish and Wildlife

By: _____ Date: _____

Meghan Hertel, Director

California Department of Parks and Recreation

By: _____ Date: _____

Armando Quintero, Director

State Lands Commission

By: _____ Date: _____

Matthew Dumlao, Executive Officer

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California Conservation Corps

By: _____ Date: _____

Jarred "JP" Patton, Director

California State Water Resources Control Board

By: _____ Date: _____

Eric Oppenheimer, Executive Director

Central Valley Regional Water Quality Control Board

By: _____ Date: _____

Patrick Pulupa, Executive Officer

Department of Pesticide Regulation

By: _____ Date: _____

Karen Morrison, Director

Department of Toxic Substance Control

By: _____ Date: _____

Katherine Butler, Director

Office of Environmental Health and Hazard Assessment

By: _____ Date: _____

Kristina (Kris) Thayer, Director

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California's Department of Resources Recycling and Recovery

By : _____ Date: _____

Zoe Heller, Director

County of Lake

By: _____ Date: _____

Susan Parker, County Administrative Officer

Lake County Watershed Protection District

By: _____ Date: _____

Pawan Upadhyay, Water Resources Director

City of Lakeport

By: _____ Date: _____

Brandon Disney, Mayor

City of Clearlake

By: _____ Date: _____

Alan Flora, City Manager

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Appendix 1 – Participating Governments

1. Habematolel Pomo of Upper Lake
2. Robinson Rancheria of Pomo Indians of California
3. Big Valley Band of Pomo Indians
4. Middletown Rancheria of Pomo Indians of California
5. Scotts Valley Band of Pomo Indians
6. Elem Indian Colony
7. California Natural Resources Agency
8. California Environmental Protection Agency
9. California Department of Fish and Wildlife
10. California Department of Parks and Recreation
11. California State Lands Commission
12. California Conservation Corps
13. California State Water Resources Control Board
14. Central Valley Regional Water Quality Control Board
15. Department of Pesticide Regulation
16. Department of Resources Recycling and Recovery
17. Department of Toxic Substances Control
18. Office of Environmental Health and Hazard Assessment
19. County of Lake
20. Lake County Watershed Protection District
21. City of Clearlake
22. City of Lakeport

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Appendix 2 – Party Contributions and Points of Contact

Each Party shall include and update at least annually during the annual Agreement meeting the following information:

A. Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery
B. Current Commitments and Activities
C. Coordination Roles or Responsibilities
D. Primary Point of Contact
E. Secondary Point of Contact

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Habematolel Pomo of Upper Lake

Habematolel is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the tribe's adopted modern day constitution on May 12, 2004, and the Chairperson of the Tribal Council acts on behalf of Habematolel and designates their Environmental Director as authorized tribal representatives for the purposes of implementation of this Agreement;

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Implementation of projects prioritizing the Clear Lake hitch.

Current Commitments and Activities

- Conservation of native species.
- Invasive species management in the riparian corridor of the Middle-Scotts Creek Watershed.
- Collecting and analyzing data of the Clear Lake hitch and its habitat.

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Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Daniella Cazares
- Title: Environmental Director
- Email: dcazares@hpultribe-nsn.gov
- Phone Number: (707)900-6938

Secondary Point of Contact for the Agreement

- Name: Michael Marcks
- Title: Vice Chair, Executive Council
- Email: mmarcks@hpultribe-nsn.gov
- Phone Number: (707)900-6907

Robinson Rancheria of Pomo Indians of California

Robinson Rancheria is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the U.S. Bureau of Indian Affairs (BIA) and the Chairperson of the Tribal Council acts on behalf of Robinson Rancheria and designates the Fish and Wildlife Director for the Danoxa Fish and Wildlife Department as authorized tribal representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Habitat Restoration and Assessment
- Genetic Analysis
- Life cycle difference between sub-populations
- Interactions with predators
- Eco-system function

Current Commitments and Activities

- Monitoring during invasive species projects
- Monitoring as sub-contractors on other projects
- Fish rescue and salvage events.
- Consulting on activities that would affect the ecology of the hitch

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Coordination Roles or Responsibilities

- Interagency and Tribal Coordination
- Fisheries Monitoring and Data Integration
- Habitat Restoration Coordination
- Spawning and Migration Monitoring
- Research and Special Studies Coordination
- Grant Development and Project Management
- Community Outreach and Education
- Regulatory and Policy Coordination
- Data Management and Reporting

Primary Point of Contact for the Agreement

- Name: Luis Santana
- Title: Fish and Wildlife Director
- Email: lsantana@rrcbc-nsn.gov
- Phone Number: (707)572-9688

Big Valley Band of Pomo Indians

Big Valley Band is a sovereign, self-governing, federally recognized American Indian Tribe as defined by Department of the Interior and the Chairperson of the Tribal Council acts on behalf of Big Valley Band and designates Flaman McCloud, Jr as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- The Tribe's participation in this Co-Management Agreement upholds its connections and responsibilities to Clear Lake and its watershed. Under this Agreement, the Tribe's core priorities include ensuring the health of human communities, culturally significant plants and animals, Clear Lake's water quality, and the broader ecosystem, thereby supporting the sustainable use of resources for both economic vitality and the preservation of cultural heritage.
    1. The Tribe identifies the recovery of Chi as a central cultural and ecological stewardship priority, recognizing the species as vital to Tribal identity, traditional practices, and subsistence.
    2. In order to better understand ecosystem health to support the Chi and the watershed, the Tribe has developed a water/tissue monitoring program that documents water chemistry, harmful algal blooms, invasive species, pollutants such as pesticides, VOCs and stormwater runoff. This program will continue to operate to document the water quality and impacts on Chi and human usage.
    3. The Tribe has noted water depletions for the past several decades in the Big Valley subwatershed which have created disconnection within the creeks. The Tribe has worked with others to rescue hitch during these disconnections and many hitch do not survive the rescue. The Tribe has a keen interest in ensuring enough flow throughout the full hitch spawning season in the local creeks. This has led to research to characterize groundwater surface water interactions including regular flow monitoring and review of water rights and water diversions. Other water quantity issues researched by the Tribe includes 2D modeling and reviewing data from pressure transducers in creeks and nearby wells. Both observational data as well as our scientific programmatic data collection shows that surface water is impacted in some areas by groundwater pumping. The Tribe wants to identify those areas and ensure that policies exist to prevent impacts that harm the chi during their spawning and growth seasons.

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Current Commitments and Activities

- Current commitments include outreach and education about water quantity and water quality impacts on the Chi and overall ecosystem health. Formats for outreach and education include the Tribe's environmental pages www.bvrancheria.com/epa, www.bvrancheria.com/clearlakecyanotoxins, www.facebook.com/clearlakewaterquality
- Tribal projects for water quality monitoring, TMDL monitoring for chlorophyll-a, fish tissue testing for cyanotoxins, methylmercury and pesticides
- Tribal projects for restoration including Blue Ribbon Committee projects for habitat restoration, groundwater dependent ecosystems, bank enhancement, nutrient management, invasive species removal and tule and native vegetation replanting and fish passage projects
- Tribal projects for fuels management and cultural burning
- Tribal beneficial use development to protect water quality for Tribal traditional uses

Coordination Roles or Responsibilities

- Participating in this agreement
- Regular involvement in Clear Lake Hitch Task Force meetings, Clear Lake Hitch Recovery Plan
- Grant development
- Policy development to improve ecosystem health and protect Tribal uses
- Data management and reporting

Primary Point of Contact for the Agreement

- Name: Flaman McCloud, Jr
- Title: Chairman
- Email: chairman@bvr-nsn.gov
- Phone Number: 707-263-3924

Secondary Point of Contact for the Agreement

- Roman Carrillo
- Title: Tribal Administrator
- Email: rcarrillo@bvr-nsn.gov
- Phone Number: 707-263-3924

Middletown Rancheria of Pomo Indians of California

Middletown Rancheria of Pomo Indians of California is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Middletown Rancheria Constitution and the Chairperson of the Tribal Council acts on behalf of Middletown Rancheria and designates the Middletown Rancheria Environmental Director as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- To see the recovery of the *Chi* for current and future members of Middletown Rancheria of Pomo Indians of California.

Current Commitments and Activities

- The Tribe is fully committed to all projects and aspects outlined in this MOU

Coordination Roles or Responsibilities

- The Middletown Rancheria EPA Department will provide the necessary staff and resources.

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Primary Point of Contact for the Agreement

- Name: Jose Moke Simon III
- Title: Tribal Chairman
- Email: jsimon@middletownrancheria.com
- Phone Number Office: 707-987-1303
- Phone Number Mobile: 707-272-3368

Secondary Point of Contact for the Agreement

- Name: Kathleen Beltran
- Title: Environmental Director
- Email: kbeltran@middletownrancheroa.com
- Phone Number: 707-987-1322
- Cell Phone Number: 707-947-9850

Scotts Valley Band of Pomo Indians

Scotts Valley is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Department of Interior and the Chairperson of the Tribal Council acts on behalf of Scotts Valley and designates the Tribal Environmental and Natural Resources Department Director as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- The Tribe's participation in this Co-Management Agreement maintains longstanding cultural, subsistence, and stewardship relationships with Clear Lake and its surrounding lands and waters. Tribal interests are grounded in Traditional Ecological Knowledge, cultural practices, and the responsibility to protect resources for future generations. Core areas of interest under this Agreement include the following:

    1. The Tribe identifies the recovery of *Chi* (Clear Lake Hitch) as a primary cultural and ecological priority. Chi is a culturally significant species central to Tribal identity, tradition, and subsistence.
    2. The Tribe is committed to the revitalization and long-term protection of a healthy Clear Lake ecosystem to benefit all. This includes improving overall water quality, restoring natural shoreline and wetland functions, supporting balanced aquatic habitats, and addressing cumulative impacts from historical and ongoing land use. Tribal interests emphasize holistic, place-based stewardship approaches that recognize the interconnectedness of water, fish, plants, wildlife, and people.
    3. The Tribe has a strong interest in the recovery and protection of native plant species within the Clear Lake watershed, including emergent, riparian, and upland plants that support ecosystem health, traditional uses, and wildlife habitat. This includes culturally significant plants used for food, medicine, basketry, ceremony, and other traditional purposes. Tribal involvement is essential in restoration planning, invasive species management, plant propagation, and monitoring efforts to ensure that plant recovery supports both ecological function and cultural continuity.

Current Commitments and Activities

- Participation in *Chi* related workshops, initiation and support of workshops and Environmental Camps for youth and families. Education in schools. Tribal interests also include participation in planning, supporting, implementation, and evaluation of recovery actions such as habitat restoration, improved fish passage, water quality protection, adaptive management strategies, and long-term population monitoring. The Tribe

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supports integrating Traditional Ecological Knowledge with scientific approaches to support a resilient and self-sustaining Chi population and is currently obtaining training to assist in the understanding of the scientific portion to make informed decisions regarding best practices.

Coordination Roles or Responsibilities

The Parties agree to coordinate their respective roles to support the recovery and long-term stewardship of Clear Lake and its watershed. Coordination shall be conducted collaboratively and transparently, respecting Tribal sovereignty and integrating Traditional Ecological Knowledge with scientific management practices.

To the best of the Tribe's ability, the tribe will:

- Participate in planning, supporting, implementation, monitoring, and adaptive management related to *Chi* recovery, plant restoration, and water quality improvement.
- Contribute Traditional Ecological Knowledge to inform restoration priorities and management decisions.
- Lead or support workshops, education, youth camps, and outreach activities that promote watershed health and cultural stewardship.
- Seek, apply for, and administer grants, as appropriate, to advance shared watershed goals.

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Primary Point of Contact for the Agreement

- Name: Alondra Herrera
- Title: Tribal Administrator
- Email: Alondra.herrera@sv-nsn.gov
- Phone Number: (707) 263-4220

Elem Indian Colony

Elem Indian Colony is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Tribe's Constitution and the Chairperson of the Tribal Council acts on behalf of Elem Indian Colony and designates the Tribe's Historic Preservation Officer as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- To see the recovery of the *Chi* for current and future members of Elem Indian Colony.

Current Commitments and Activities

- To work collaboratively with other governments for the identification, and when resources are available, the implementation of projects for the recovery of the *Chi*.

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Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Clifford Mota
- Title: Tribal Historic Preservation Office
- Email: cmota@elemindiancolony.com
- Phone Number: (707) 298-0717

California Natural Resources Agency (CNRA)

CNRA oversees and supports more than 26 distinct departments, conservancies, and commissions to lead efforts to steward California's natural environment and to advance the Administrations key environmental and natural resources priorities. The Secretary for Natural Resources acts on behalf of CNRA and designates the Deputy Secretary for Tribal Affairs as authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Administering the Blue Ribbon Committee for the Rehabilitation of Clear Lake and the Committee's grants and contracts.

Current Commitments and Activities

- Develop SB 310 Cultural Fire Agreements with the federally recognized tribal parties.

Coordination Roles or Responsibilities

- Coordinating the Parties pursuant to the goals and objectives of this Agreement, including the annual Agreement meeting.

Primary Point of Contact for the Agreement

- Name: Geneva E. B. Thompson
- Title: Deputy Secretary for Tribal Affairs
- Email: Geneva.Thompson@resources.ca.gov
- Phone Number: 279-203-7599

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California Environmental Protection Agency (CalEPA)

CalEPA coordinates and oversees six boards, departments, and offices to develop, implement, and enforce environmental laws that regulate air, water and soil quality, pesticide use and waste recycling and reduction. The Secretary of Environmental Protection acts of behalf of CalEPA and designates the Deputy Secretary for Intergovernmental Relations as authorized representative for the purposes of implementing this agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- CalEPA coordinates and oversees six boards, departments, and offices to develop, implement, and enforce environmental laws that regulate air, water and soil quality, pesticide use and waste recycling and reduction.

Current Commitments and Activities

- Identify and develop strategies to collaborate with other entities, such as non-party local interested parties and the federal government.

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Coordination Roles or Responsibilities

- Coordinating across CalEPA and with the Parties pursuant to the goals and objectives of this Agreement.

Primary Point of Contact for the Agreement

- Name: Maurice Lyles
- Title: Deputy Secretary for Intergovernmental Relations
- Email: Maurice.Lyles@calepa.ca.gov
- Phone Number: 916-541-3047

California Department of Fish and Wildlife (CDFW)

CDFW holds fish and wildlife resources in trust for the people of the state. The Director acts on behalf of CDFW and designates the North Central Regional Manager as authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- **Permitting**: This includes the potential issuance of Lake and Streambed Alteration Agreements, Scientific Collection Permits, and Memoranda of Understanding (MOUs) and Incidental Take Permits (ITPs) related to activities affecting species listed under the California Endangered Species Act. This also includes processing Statutory Exemptions for Restoration Projects (SERP) and Restoration Management Permits (RMPs) under the Cutting the Green Tape initiative.
- **Enforcement**: Encouraging compliance with relevant statutes and regulations through law enforcement actions.
- **Science**: Leading scientific initiatives to recover native species such as the Clear Lake Hitch, and to prevent the introduction, establishment, and impacts of harmful non-native invasive animals.
- **Communication, education and outreach**: Providing information and educational materials to clarify CDFW's mission and authority as it relates to the three areas of interest or influence listed above.

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Current Commitments and Activities

- Participating in the Task Force as outlined in the Task Force charter.
- Permitting activities pursuant to CDFW's legal authorities.
- Annual Clear Lake Hitch monitoring.
- Participating in county-led Environmental Crimes Task Force.
- Encouraging compliance with relevant statutes and regulations through proactive routine patrols as well as response to calls for service.

Coordination Roles or Responsibilities

- Clear Lake Hitch recovery planning lead
- Coordinating regarding compliance with applicable laws and regulations within CDFW's jurisdiction such as the California Endangered Species Act, the Statutory Exemption for Restoration Projects (SERP), and Restoration Management Permits (RMP), as well as the California Environmental Quality Act (CEQA).

Primary Point of Contact for the Agreement

- Name: Morgan Kilgour

- Title: North Central Regional Manager
- Email: morgan.kilgour@wildlife.ca.gov
- Phone Number: (916) 212-1268

Additional Contact as CC

- Name: Sarah Fonseca
- Title: Department Tribal Liaison
- Email: tribal.liaison@wildlife.ca.gov
- Phone Number: (916) 902-9000

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California Department of Parks and Recreation (State Parks)

State Parks is responsible for the management of the Anderson Marsh State Historic Park and Clear Lake State Park and the Director acts on behalf of State Parks and designates the District Superintendent as the authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Natural and cultural resource management at Clear Lake State Park and Anderson Marsh State Historic Park, each associated with tributaries critical to *Chi*, including Kelsey, Cole, Siegler, and Cache Creeks. Management activities include invasive species treatment, fuels reduction, prescribed burning, and similar activities.
- Natural resources improvement projects including stream restoration, riparian, floodplain, and wetland habitat improvements, including pilot projects in partnership with Tribes and partner organizations
- Interpretive opportunities for community outreach and education, including special events
- Enforcement for resources protection within State Parks boundaries
- Inter-agency Enforcement collaboration outside State Park boundaries within the Clear Lake basin and its tributaries

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Current Commitments and Activities

- Clear Lake State Park General Plan and Aquatic Resources Management Plan; targeted completion 2027.
- Tribal MOU with Big Valley Band of Pomo Indians (Executed 6/21/24; 5-year term; Clear Lake SP)
- Tribal MOU with Koi Nation (Executed 8/30/23; 5-year term; Anderson Marsh SHP)
- Routine maintenance of natural resources elements in both Parks, such as invasive species treatments
- Development and implementation of comprehensive aquatic resource improvement projects at Clear Lake State Park
- Collaborating with Big Valley Band of Pomo Indians to host the annual Tule Boat Festival including tule gathering at Clear Lake State Park
- Special events such as the carp bowfishing tournament to mitigate invasive fish species
- Accommodate trainings, workshops, meetings, events, etc. relative to *Chi* and other Clear Lake Basin natural resources e.g. Clear Lake State Park hosts CCC's crews when working in the region, when appropriate
- Staff time committed to the Clear Lake Hitch Task Force and associated working groups

- Staff time committed to participation on the County of Lake Environmental Crimes Task Force
- Staff time committed to training and off-site assistance with Tribal and partner agency efforts for monitoring and research purposes

Coordination Roles or Responsibilities

- Participate as one of the Parties pursuant to the goals and objectives of this Agreement, including in the annual Agreement meeting, and encourage engagement from tribal partners.

Primary Point of Contact for the Agreement

- Name: Matthew Allen
- Title: District Superintendent, Northern Buttes District
- Email: Matthew.Allen@parks.ca.gov
- Phone Number: (831) 801-6501

Additional Contacts as CC

- Name: Sabrina Bell
- Title: Natural and Cultural Resources Program Manager
- Email: Sabrina.Bell@parks.ca.gov
- Phone Number: (530) 353-8214

- Name: Jared Zucker
- Title: District Services Manager
- Email: Jared.Zucker@parks.ca.gov
- Phone Number: (916) 661-7833

- Name: Johanna Marty
- Title: Associate State Archeologist (District Tribal Liaison)
- Email: Johanna.Marty@parks.ca.gov
- Phone Number: (530) 990-1874

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California State Lands Commission (SLC)

California State Lands Commission provides the people of California with effective stewardship of the lands, waterways, and resources entrusted to its care through preservation, restoration, enhancement, responsible economic development, and the promotion of public access, based on the principles of equity, sustainability, and resiliency. In its stewardship, SLC oversees the management of public trust lands and exercises residual and review authority over resources granted in trust to local entities by the Legislature. The Executive Officer acts on behalf of SLC and designates the Environmental Justice and Tribal Liaison as their authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- SLC does not have a direct role in *Chi* recovery efforts. However, SLC's oversight role for lands that have been legislatively granted to Lake County includes reviewing the County's actions, such as *Chi* recovery efforts, to ensure that these actions are consistent with the Public Trust Doctrine and the County's granting statute. SLC will consult with the County to help navigate any obstacles or issues related to the intersection of *Chi* recovery efforts and the County's responsibilities as a trustee of legislatively granted land. Current Commitments and Activities
- Oversight authority on land legislatively granted to Lake County

Coordination Roles or Responsibilities

- SLC does not have direct jurisdiction in the area, we have oversight authority on land legislatively granted to Lake County.

Primary Point of Contact for the Agreement

- Name: Yessica Ramirez
- Title: Environmental Justice and Tribal Liaison
- Email: yessica.ramirez@slc.ca.gov
- Phone Number: (916) 574-1888

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California Conservation Corps (CCC)

The California Conservation Corps (CCC) is a workforce development program dedicated to preparing young adults for meaningful careers and educational opportunities in natural resources conservation, fisheries, emergency response, wildland firefighting, culinary arts, forestry, habitat restoration, trail-building, and more. Corpsmembers engage in environmental projects and respond to natural and human-caused disasters. The Director acts on behalf of the CCC and designates the Deputy Director for Legislative and External Affairs as the authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi (Ṣátti)* Recovery

- Habitat Restoration Project Implementation
- Workforce Training Opportunities
- Environmental Education and Outreach
- Tribal Corps Partnerships

Current Commitments and Activities

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- The CCC will provide Corpsmember crews to assist with the implementation of projects that advance the goals of this Agreement, as appropriate. This could include:
    - Invasive species removal
    - Replanting native vegetation
    - Clearing debris and sediment in tributaries
    - Data and sample collection
    - Site maintenance
    - Survey implementation
- When requested to assist with project work, the CCC will coordinate with tribal partners to identify appropriate project windows, crew availability, and negotiate reimbursement, if necessary.
- The CCC will ensure that Corpsmembers receive appropriate cultural awareness training, developed in consultation with tribal partners.
- The CCC will defer to tribal direction on sensitive sites and the protection of cultural resources in the execution of any work by CCC crews.
- The CCC will ensure that CCC crews follow tribal direction on restoration priorities and methods where Traditional Ecological Knowledge informs project implementation.

The CCC will explore opportunities to support the development of a Tribal Corps program in the Clear Lake watershed with interested tribal partners, subject to available funding and future appropriations. Coordination Roles or Responsibilities

- The Deputy Director for Legislative and External Affairs will ensure that this Agreement is implemented in a way that advances and conforms with the CCC's Tribal Consultation Policy and tribal relations goals. The Deputy

Director will also assist any interested tribes with exploring the development of a Tribal Corps.
- The Region 1 Deputy Director will oversee coordination of the Agreement at the CCC regional level.
- The District Director for the CCC Mendocino Center will coordinate the CCC's direct project implementation and Corpsmember deployment and readiness under this Agreement.

Primary Point of Contact for the Agreement

- Name: Brandon Chapin
- Title: Deputy Director for Legislative and External Affairs
- Email: brandon.chapin@ccc.ca.gov
- Phone Number: 916-203-8463

- Name: Shawn Murphy
- Title: Deputy Director, Region 1
- Email: shawn.murphy@ccc.ca.gov
- Phone Number: 559-458-0921

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- Name: John Button
- Title: District Director, Mendocino Center
- Email: john.button@ccc.ca.gov
- Phone Number: 707-463-2822

California State Water Resources Control Board (State Water Board)

The State Water Board is responsible for preserving, enhancing, and restoring the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and ensuring proper water resource allocation and efficient use, for the benefit of present and future generations. The Chief Deputy Director acts on behalf of the State Water Board and designates the Assistant Deputy for Drought and Water Rights Modernization as the authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Continue efforts to protect the Clear Lake Hitch by evaluating water availability and assessing pumping impacts on streamflow, enforcing on illegal diversions and unlicensed cannabis cultivation, supporting tribal and community data collection efforts, and encouraging collaborative actions to preserve streamflow, remove fish passage barriers, and follow best practices for water diversions.

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Current Commitments and Activities

- Completing a groundwater-surface water study in the Clear Lake Watershed and conducting public and tribal outreach regarding the study results and possible management actions.
- Supporting tribal data collection and monitoring efforts.
- Enforcing water rights requirements in the Clear Lake Watershed.

Coordination Roles or Responsibilities

- Participation in the Clear Lake Task Force.
- Coordinating with CDFW on Clear Lake Hitch recovery efforts including instream flow studies and recovery plan.

Primary Point of Contact for the Agreement

- Name: Jessica Bean
- Title: Assistant Deputy for Drought and Water Rights Modernization
- Email: jessica.bean@waterboards.ca.gov
- Phone Number: (916) 341-5849

Secondary Point of Contact for the Agreement

- Name: Erin Bender
- Title: Senior Environmental Scientist, Specialist, Division of Water Rights
- Email: erin.bender@waterboards.ca.gov
- Phone Number: (916) 341-5308

Central Valley Regional Water Quality Control Board (Central Valley Water Board)

Central Valley Water Board is responsible for preserving, enhancing, and restoring the quality of the Central Valley's water resources for the protection of the environment, public health, and all beneficial uses for the benefit of present and future generations. The Executive Officer acts on behalf of the Central Valley Water Board and designates the Nonpoint Source Program Manager as authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Continue efforts to protect the Clear Lake Hitch through water quality improvements by implementing Regional Board regulatory efforts including TMDLs, permits, and other water quality improvement activities, supporting tribal and community data collection efforts as it relates to water quality, and encouraging collaborative actions to improve water quality within Clear Lake and its tributaries, as appropriate.

Current Commitments and Activities

- Implementation of the Clear Lake Nutrient TMDL and Clear Lake Mercury TMDL and continued evaluation of the effectiveness of both programs.
- Coordinating with USEPA, other state, and tribal governments on implementation of the Sulphur Bank Mine Record of Decision cleanup plan.

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Coordination Roles or Responsibilities

- Participation in the Clear Lake Blue Ribbon Committee.
- Continued coordination on tribal data collection as it relates to Harmful Algal Blooms and other monitoring efforts.

Primary Point of Contact for the Agreement

- Name: Jennifer LaBay
- Title: Senior Environmental Scientist, Supervisory, Region 6
- Email: Jennifer.labay@waterboards.ca.gov
- Phone Number: (916) 464-4650

Department of Pesticide Regulation (DPR)

The Department of Pesticide Regulation is responsible for protecting human health and the environment by fostering sustainable pest management and regulating pesticides. This includes evaluating pesticides for potential risks, and impacts to people and the environment, and for efficacy, before they are registered for use in California; continuously evaluating pesticide risks and impacts following registration; mitigating risks to people and the environment; protecting worker health and safety, enforcing pesticide use laws and regulations; and advancing the availability and adoption of sustainable pest management. The Director of the Department of Pesticide Regulation designates the Deputy Director for Sustainable Pest Management as the department's authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Supporting the adoption of safe, sustainable and effective pest management by supporting increased access to alternatives to high-risk pesticides and through Integrated Pest Management and Sustainable Pest Management technical assistance and outreach.
- Participating in Clear Lake focused technical meetings, task forces, and convenings on harmful algal blooms or pesticide issues to promote the adoption of Sustainable Pest Management.

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Coordination Roles or Responsibilities

- Outreach, education, and technical support for promotion and adoption of Sustainable Pest Management.

Current Commitments and Activities

- Supporting the adoption of sustainable pest management approaches for aquatic ecosystems, such as manual removal of invasive plants, through education and trainings.

Primary Point of Contact

- Name: Sapna E. Thottathil
- Title: Deputy Director, Sustainable Pest Management
- Email: Sapna.Thottathil@cdpr.ca.gov
- Phone Number: (916) 201-2018

Secondary Point of Contact

- Name: Celia Pazos
- Title: Deputy Director, Environmental Justice and Equity; Tribal Liaison
- Email: celia.pazos@cdpr.ca.gov
- Phone Number: (916) 639-0468

Office of Environmental Health Hazard Assessment (OEHHA)

The Office of Environmental Health Hazard Assessment's mission is to protect and enhance the health of Californians and our state's environment through scientific evaluations that inform, support and guide regulatory and other actions. The Director acts on behalf of the Office of Environmental Health Hazard Assessment and designates the Office of Environmental Health Education, Community Engagement, and Cumulative Impacts Science Program Director as authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- OEHHA, in coordination with the federally recognized tribal parties and non-tribal parties, will continue to support public health focused Harmful Algal Bloom (HAB) monitoring, illness surveillance, and data interpretation activities in the Clear Lake watershed. OEHHA's role includes contributing scientific and epidemiological expertise to better understand HAB-related human, domestic animal, and wildlife health impacts, with particular attention to culturally relevant exposure pathways.

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Current Commitments and Activities

- OEHHA is committed to supporting community science collaborations with federally recognized tribal parties and non-tribal parties to strengthen understanding of exposure pathways and health risks, including opportunities to co-develop, interpret, and apply relevant data. This may include technical assistance and collaborative approaches that support Tribal capacity to inform fish consumption guidance that reflect Tribal lifeways and subsistence practices.
- OEHHA will collaborate with federally recognized tribal parties and non-tribal parties to support culturally informed fish consumption advisories and risk communication for Clear Lake. This includes advancing fish consumption advisory approaches that reflect Tribal subsistence, cultural, and ceremonial fishing practices, and supporting the development of transparent, accessible tools that provide Tribes with timely information on contaminant exposure risks.
- OEHHA's engagement can prioritize the evaluation of data related to mercury exposure pathways in the Clear Lake food web, recognizing Tribes as knowledge holders and partners in defining exposure scenarios and health-protective strategies. OEHHA can collaborate with federally recognized tribal parties and non-tribal parties on climate change indicators relevant to Clear Lake, including indicators related to climate-driven changes in water temperature, HAB frequency, and climate-sensitive public health impacts. OEHHA commits to working with Tribes to document and, where appropriate and with Tribal consent, elevate Tribal observations, lived experience, and adaptive strategies within statewide climate indicator frameworks. This work will support the Tribes' capacity to use climate and

health indicators for local planning, and resource advocacy, while respecting Tribal data governance and sovereignty. OEHHA Identify and develop strategies to collaborate with other entities, such as non-party local interested parties and the federal government.

- OEHHA's contribution to furthering the objectives of this Agreement will consist of continuing and expanding the following activities, subject to available resources and consistent with OEHHA's statutory authority:
- Fish Advisories and Exposure Communication: Collaborating with federally recognized tribal parties and non-tribal parties to support fish consumption advisory development and interpretation for Clear Lake, including consideration of Tribal subsistence and cultural fishing practices. Supporting efforts to improve accessibility and transparency of fish advisory information for Tribal communities, including participation in interagency initiatives focused on Tribally centered fish consumption tools.
- HAB Illness Surveillance and Public Health Support: Participating in interagency HAB-related illness workgroups and technical forums relevant to Clear Lake. Continuing collaboration with Big Valley Band of Pomo Indians' Environmental Protection Department on HAB-related drinking water and illness concerns, including participation in Cal-WATCH and related efforts. Providing public-health expertise about potential Climate Change Indicators: Working with federally recognized tribal parties and non-tribal parties to identify and analyze data related to climate-driven changes that may inform climate change indicators relevant to Clear Lake region and Tribal communities.
- Supporting the inclusion of Tribal-specific climate change impacts and resilience strategies in OEHHA's *Indicators of Climate Change in California* reports and related communication products, subject to Tribal approval.

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Coordination Roles or Responsibilities

- Coordination and Capacity Building: Participating in Clear Lake–focused technical meetings, task forces, and convenings as appropriate to OEHHA's role. Supporting cross-agency coordination within CalEPA to align public health science, environmental monitoring, and Tribal priorities under this Agreement.

Primary Point of Contact

- Name: Paula Torrado Plazas
- Email: Paula.TorradoPlazas@oehha.ca.gov
- Phone: 916-764-2831

Secondary Point of Contact

- Name: Annika Alexander-Ozinskas Annika
- Email: Alexander-Ozinskas@oehha.ca.gov
- Phone: 916-322-5905

Department of Toxic and Substances Control (DTSC)

The Department of Toxic and Substances Control's mission is to protect California's people, communities, and environment from toxic substances, to enhance economic vitality by restoring contaminated land, and to compel manufacturers to make safer consumer products. The Director acts on behalf of the Department of Toxic and Substances Control and designates the Deputy Director as authorized representative for the purposes of implementing this Agreement.

DTSC's contribution to further this Agreement will consist of work in the Clear Lake area on the following endeavors:

- Wildfire Response support through DTSC Enforcement and Emergency Response Division.
- Investigation and cleanup activities at the Last Mile Auto Dismantlers site (in Upper Lake) or any other future sites in the area.
- Landfill operational guidance and illegal dumping prevention through collaborative development of programs and enforcement measures with DTSC, CalRecycle and the tribes.
- DTSC will continue with post-closure oversight activities, including review of quarterly, semi-annual and annual ground water reports and bi-monthly reimbursement review for the IT Benson Ridge facility in Lake County (near Kelseyville).
- Abandoned Mine Lands Program: DTSC will study and address ongoing mercury contamination from legacy mining operations by continuing post closure monitoring activities of soil and groundwater from former mines.
- DTSC will continue to work as the state lead agency with the USEPA CERCLA program and the tribes for the future of the Sulphur Bank Mercury Mine site. This includes an already established cost share agreement between DTSC and USEPA and roles for the Operation and Maintenance of the implemented remedy at the site.
- DTSC, in collaboration with federal and non-federally recognized tribes, and DPR will monitor and review requirements of landfill operations or the ceased operations of such in the Clear Lake area for proper operations or closure; furthermore activities and coordination with the tribal governments, DTSC may support and coordinate law enforcement activities by serving as a liaison or advisor to various entities regarding allowable enforcement activities may be carried out to prevent illegal dumping or generation of contaminants to the watershed. among various entities.

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- DTSC will review, monitor and enforce other past and current business and land use operations in its purview that are deemed to have discharged or left contaminants is the soil and groundwater.

Primary Point of Contact

- Name: Surlene Grant
- Email: Surlene.Grant@dtsc.ca.gov
- Phone: 916-809-3236

Secondary Point of Contact

- Name: Andres Martinez
- Email: Andres.Martinez@dtsc.ca.gov
- Phone: 916-701-3517

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California's Department of Resources Recycling and Recovery (CalRecycle)

California's Department of Resources Recycling and Recovery (CalRecycle) brings together the state's recycling and waste management programs to move the state towards a circular economy that reduces waste and mitigates its impact on human health and the environment. The Director, Zoe Heller, acts on behalf of CalRecycle and designates the Deputy Director of Policy Development and Analysis and Deputy Director of Environmental Justice, Tribal Relations, Education and Outreach as authorized representatives for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Mitigate the impacts of solid waste on the ecosystems of the area and the Chi.

Current Commitments and Activities

- Enhanced coordination on solid waste cleanup efforts and strategies to mitigate illegal dumping
- Support the expansion of zero waste and circular economy initiatives, including Tribal Recycling Centers and composting initiatives in the region
- Increase understanding of trash pollution solid waste burdens, including plastics, and identify opportunities to mitigate impacts

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Coordination Roles or Responsibilities

- Participation in the Clear Lake Task Force.
- Coordinate with Tribal Environmental Departments and the LEA on solid waste management strategies.
- The Deputy Director of Policy Development and Analysis will organize administration and execution of this agreement, in coordination with the Department Director and Deputy Director of Environmental Justice, Tribal Relations, Education and Outreach on engagement and participation logistics.

Primary Point of Contact

- Name: Linnea Whitney-Skierski
- Title: Deputy Director, Office of Policy Development and Analysis
- Email: linnea.whitneyskierski@calrecycle.ca.gov
- Phone Number: 279-667-5839

Secondary Point of Contact

- Name: Katrina Leni-Konig
- Title: Deputy Director, Office of Environmental Justice, Tribal Relations, Education and Outreach
- Email: Katrina.Leni-Konig@CalRecycle.ca.gov
- Phone Number: (916) 812-4427

County of Lake

The County of Lake is a unit of the State of California and governed by an elected five-member Board of Supervisors who are responsible for adopting the County's annual budget, making important land use decisions, adopting County ordinances, setting County operating policies and more. The Board of Supervisors also selects non-elected County Department Heads and supervisors and directs their work.

Areas of Interest or Influence in *Chi* Recovery

- Continued participation with Tribes on the Clear Lake Hitch Task Force
- Continued commitment to consult with Tribes on grants, projects, and programs in the Clear Lake watershed that may impact the Clear Lake hitch.

Current Commitments and Activities

- County Tribal Liaison participation in the Clear Lake Hitch Taks Force and Summit Planning Committee

Coordination Roles or Responsibilities

- County Tribal Liaison works with County Departments to educate and train on the County Tribal Consultation Policy and Procedures (once adopted by County Board of Supervisors).

Primary Point of Contact for the Agreement

- Name: Susan Parker
- Title: County Administrative Officer
- Email: susan.parker@lakecountyca.gov
- Phone Number: 707-263-2580

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Lake County Watershed Protection District

Originally created in 1951 as the County of Lake Flood Control and Water Conservation District, The County of Lake Watershed Protection District (District) is a political subdivision of the State of California established under the County of Lake Flood Control and Water Conservation Act. The District is administered by the Director of the County of Lake Water Resources Department.

The County of Lake Board of Supervisors acts as the Board of Directors for the Watershed Protection District and the Water Resources Director acts as the Director of the District. The District Board of Directors designates, as authorized representative for the purposes of implementation of this Agreement, the District Director.

Areas of Interest or Influence in *Chi* Recovery

- Continued assistance with the Tribes on Clear Lake hitch and native fish rescues
- Continued assistance with CDFW on the Clear Lake hitch mark recapture survey
- Continued assistance with USGS on the Abundance and Distribution of Clear Lake Hitch in Clear Lake
- Continued assistance with Robinson Rancheria Danoxa Fish & Wildlife on invasive carp and goldfish management

Current Commitments and Activities

- District Visual Spawner Surveys of Clear Lake Hitch
- Community Science Visual Spawner Surveys of Clear Lake Hitch
- Partnership in Habematolel's Clear Lake Hitch Monitoring Program
- Clear Lake Hitch Task Force
- Clear Lake Hitch Data Synthesis Team
- Clear Lake Hitch Recovery Team
- Cole Creek Restoration Project
- Highland Creek Conjunctive Use Assessment
- Tule Lake and Scotts Creek Fish Passage Assessment
- Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
- Riparian Rapid Assessment Method to standardize scoring stream habitat pre/post restoration
- Shoreline Stewardship Program for invasive primrose removal and native tule planting along the Clear Lake shoreline
- Monthly Clear Lake water quality sampling

Primary Point of Contact for the Agreement

- Name: Pawan Upadhyay
- Title: Director, Lake County Water Resources Department
- Email: pawan.upadhyay@lakecountyca.gov
- Phone Number: 707-263-2344; Ext. 36101

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City of Clearlake

City of Clearlake is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Stewardship of shoreline areas, tributaries, and municipal infrastructure within the City's jurisdiction that influence watershed health.
- Supporting efforts that improve water quality, habitat conditions, and ecological function along the Clear Lake shoreline.
- Promoting land use and development patterns that are compatible with long-term watershed and habitat restoration goals.
- Participation in regional coordination efforts related to Clear Lake and Chi (Ṣátti) recovery.

Current Commitments and Activities

- Coordination with the Blue Ribbon Committee for the Rehabilitation of Clear Lake and related coordination efforts.
- Ongoing coordination with regional, state, and tribal partners on watershed health, shoreline improvements, and related initiatives.
- Incorporation of best management practices, where feasible, into City-led capital projects and maintenance activities affecting shoreline and drainage systems.
- Engagement with property owners and developers to encourage site design and project features that support watershed health and habitat considerations.

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Coordination Roles or Responsibilities

- Participate as a local jurisdiction partner in this Agreement, including attendance at annual Agreement meetings and related coordination forums.
- Serve as a local point of coordination for activities occurring within City limits, including facilitating communication between project proponents and relevant agencies or partners.
- Support regional education and information-sharing efforts related to Chi (Ṣátti) recovery and watershed stewardship.
- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

Primary Point of Contact for the Agreement

- Name: Alan Flora
- Title: City Manager
- Email: aflora@clearlake.ca.us
- Phone Number: 707-994-8201

City of Lakeport

City of Lakeport is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

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Current Commitments and Activities

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- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

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Primary Point of Contact for the Agreement

- Name: Kevin M. Ingram
- Title: City Manager
- Email: kingram@cityoflakeport.com
- Phone Number: 707-263-5615

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Appendix 3 - Geographic Area



Appendix 4 - Clear Lake Hitch Task Force Charter

Clear Lake Hitch Task Force Charter

Overview

The Clear Lake Hitch Task Force (Task Force) was established in September 2022 to coordinate actions to prevent further decline and support recovery of the *Chi (Ṣátti)*, also known as the Clear Lake hitch, across Tribal governments and local, state and federal agencies. What began as an emergency response has evolved into an ongoing, multi-agency, government-to-government coordination effort focused on conservation, monitoring, and management.

This Task Force Charter (Charter) is nested within and supports implementation of the Clear Lake Memorandum of Understanding Co-Management Agreement (Agreement), which provides the overarching framework for collaboration among Tribal governments and partner agencies. The Task Force serves as the primary operational and coordination body under the Agreement, advancing shared priorities and translating leadership direction into actionable work.

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The Task Force is grounded in respect for tribal sovereignty and recognizes that each of the seven Tribal governments in the Clear Lake region are sovereign nations that participate at their own discretion and define their own level of engagement. Throughout the Charter the term "Tribal governments" is used to collectively refer to the following seven sovereign nations in the Clear Lake region:

- Big Valley Band of Pomo Indians
- Elem Indian Colony
- Habematolel Pomo of Upper Lake
- Koi Nation of Northern California
- Middletown Rancheria of Pomo Indians of California
- Robinson Rancheria of Pomo Indians of California
- Scotts Valley Band of Pomo Indians

The use of the term "Tribal governments" does not convey the unique culture and history of each of these distinct nations and is not meant to imply that all seven nations function as one.

Guiding Principles

The Task Force operates under the following guiding principles:

- Respect tribal sovereignty and support government-to-government collaboration
- Apply best available science to inform management decisions
- Promote transparency and information sharing across partners

- Support collaborative problem-solving and solution-oriented discussions
- Coordinate efforts to reduce duplication and maximize resources
- Incorporate tribal science and knowledge into the decision-making process
- Focus on implementation and measurable outcomes
- Foster trust, accountability, and mutual respect among participants

Purpose and Objectives

The Task Force serves as a coordination and communication forum where participants review, develop, and implement recommendations that support recovery and protection of the Clear Lake hitch. The Task Force's primary objectives are:

- Center tribal leadership as part of the state's commitment to tribes
- Advance conservation, recovery, and management actions
- Align monitoring, research, and data integration efforts
- Develop and implement science-based management recommendations
- Support development and implementation of an Annual Informal Work Plan
- Facilitate communication between technical staff, managers, and leadership

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In furtherance of the Agreement, the Task Force shall develop an Annual Informal Work Plan template. This template will be used to develop an Annual Informal Work Plan which will support collaboration and prioritization.

Recommendations are developed collaboratively and implemented by participating entities within their respective authorities. Each Tribal government retains its independent authorities, and each agency maintains its statutory responsibilities and authorities.

Where actions fall under the authority of a specific agency, consultation with Tribal governments may occur independently of the full Task Force, consistent with existing government-to-government consultation policies.

Structure

The Task Force operates within a multi-level coordination structure that aligns with the Clear Lake Memorandum of Understanding Co-Management Agreement (Agreement):

A. Leadership Level

The Leadership Level consists of Tribal leaders and executive-level agency representatives. These leaders attend the biennial Leadership Summit (Summit) and provide strategic direction, review progress on conversation efforts, and inform priorities for the Annual Informal Work Plans.

B. Management Level (Task Force)

The Task Force consists of Tribal representatives and senior-level agency representatives. Task Force participants attend quarterly meetings and are responsible for developing and implementing Annual Informal Work Plans.

C. Technical Level (Working Groups)

Working Groups are formed as needed to address specific topics, projects or technical needs. These groups may already exist, be in development, or be newly formed. Participation in Working Groups is determined by the project lead in coordination with Task Force participants and may include tribal representatives, agency staff, and technical experts. Generally, Working Groups meet independently of the full Task Force on a regular or as-needed basis and provide technical analysis, project implementation, and recommendations to the full Task Force.

Examples include:

- **Data Synthesis Team** – The Data Synthesis Team supports study design, data analysis, and scientific integration.
- **Cole Creek Advisory Collaborative** – The Cole Creek Advisory Collaborative focuses on restoration and flood management planning.
- **Summit Planning Team** – The Summit Planning Team coordinates the biennial Summit and annual workplan review.
- **Clear Lake Hitch Recovery Team** – Led by CDFW, this team is responsible for developing and implementing a State Recovery Plan and coordinates closely with the Task Force and relevant Working Groups.

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Roles and Responsibilities

Participation in the Task Force is by invitation from one or more of the Tribal governments.

The Task Force consists of the following entities:

- Representatives designated by Tribal governments
- Representatives from invited local, state, and federal agencies whose positions carry relevant authority to develop and administer management recommendations
- Technical staff and subject matter experts, as needed
- A designated Task Force Facilitator

A. Task Force Participants

Tribes may invite a government entity to the Summit or Management Team by notifying the facilitator and the representatives of each Tribe that is participating in the Task Force. If there are no objections, the facilitator will add the entity to the Summit invitee list or Management Team roster. This invitation may be revoked at any time through the same process. Any

objections to additions or removals of local, state, or federal entities should be resolved among the Tribes in accordance with their own processes prior to adding an entity to the Summit or Task Force.

B. Task Force Participation

Participants act in a manner that promotes respect, mutual understanding, and trust among all participants. They contribute their experience, expertise, data, and information to clarify issues and support the development of analyses and actionable recommendations. Participants are encouraged to build on one another's work, coordinate monitoring, research, and restoration activities and support cross-training and outreach. Participants may also communicate project updates to their respective organizations, governing bodies, Tribes, or communities, and discuss topics of concern to help inform Task Force discussions and decision-making.

C. Task Force Facilitator

The Task Force Facilitator is responsible for managing participant rosters and coordinating leadership-level and management-level meeting logistics, developing and distributing agendas, and tracking action items and follow-up activities. The Facilitator also supports clear, respectful, and inclusive dialogue and coordinates communication across Task Force participants.

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D. Annual Informal Work Plan

The Task Force develops an adaptive Annual Informal Work Plan that identifies priority actions for the upcoming year, outlines Task Force and Working Group meeting schedules, highlights resource needs, and guides coordination among Task Force participants and Working Groups. The Annual Informal Work Plan is developed by December of each year. Priorities within annual Informal Work Plans are informed by leadership at the Summit.

E. Task Force Meetings

The Task Force meets each quarter based on the schedule outlined in the Annual Work Plan. Each Task Force meeting opens and closes with remarks from Tribal representatives and addresses the following agenda topics:

- Tribal updates and opening remarks
- Task Force priorities and action items
- Working Group and project updates
- Agency updates
- New business and action items
- Closing remarks from tribes

F. Charter Review and Updates

The Task Force reviews and considers updating this Charter every three to five years.

Public Participation

A. Group Participation

Participation in the Summit and Task Force is limited to Tribal government representatives and representatives from invited local, state, and federal agencies, boards or commissions. Technical groups may allow public participation if the tribal representatives and Working Group leads determine it is appropriate.

B. Public Communication

The Task Force will designate one or more members to provide updates to the following entities or others as needed:

- Tribal Councils
- Blue Ribbon Committee for the Rehabilitation of Clear Lake
- County of Lake Board of Supervisors
- County of Lake Fish and Wildlife Advisory Committee
- California Fish and Game Commission
- State Water Resources Control Board

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City of Lakeport

City of Lakeport is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (*Ṣátti*) Recovery

- Stewardship of shoreline areas, tributaries, and municipal infrastructure within the City's jurisdiction that influence watershed health.
- Supporting efforts that improve water quality, habitat conditions, and ecological function along the Clear Lake shoreline.
- Promoting land use and development patterns that are compatible with long-term watershed and habitat restoration goals.
- Participation in regional coordination efforts related to Clear Lake and Chi (Ṣátti) recovery.

Current Commitments and Activities

- Participation in the Blue Ribbon Committee for the Rehabilitation of Clear Lake and related coordination efforts.
- Ongoing coordination with regional, state, and tribal partners on watershed health, shoreline improvements, and related initiatives.
- Incorporation of best management practices, where feasible, into City-led capital projects and maintenance activities affecting shoreline and drainage systems.
- Engagement with property owners and developers to encourage site design and project features that support watershed health and habitat considerations.

Coordination Roles or Responsibilities

- Participate as a local jurisdiction partner in this Agreement, including attendance at annual Agreement meetings and related coordination forums.

- Serve as a local point of coordination for activities occurring within City limits, including facilitating communication between project proponents and relevant agencies or partners.
- Support regional education and information-sharing efforts related to Chi (Ṣátti) recovery and watershed stewardship.
- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

Primary Point of Contact for the Agreement

- Name: Kevin M. Ingram
- Title: City Manager
- Email: kingram@cityoflakeport.com
- Phone Number: 707-263-5615

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Redevelopment Successor Agency ☐
Lakeport Industrial Development Agency ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Nominate Voting Delegate and Alternate(s) for League of California Cities Conference September 23-26, 2026.	**MEETING DATE:** 07/21/2026
SUBMITTED BY: Kevin Ingram, 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 nominate a voting delegate and alternate(s) for the League of California Cities 2026 Annual Conference.

BACKGROUND/DISCUSSION:

The League of California Cities 2026 Annual Conference is scheduled for September 23-26, 2026. An important part of the Annual Conference is the Annual Business meeting, where the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business meeting, each city council must designate a voting delegate. In the event that the designated voting delegate is unable to serve in that capacity, each city may appoint up to two alternate voting delegates. The Voting Delegate form must be returned to the League's office no later than Wednesday, September 1, 2026, so that voting delegate/alternates records may be established prior to the conference.

The voting delegate and alternate(s) must be registered to attend the conference. At least one must be present at the Business Meeting and in possession of a voting card in order to cast a vote. Each member city has a right to cast one vote on matters pertaining to League Policy. In order for the City of Lakeport to vote, a delegate must be designated.

OPTIONS:

The Council has the option of choosing not to designate a voting member.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: $
Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:
Comments:

COUNCIL PRIORITIES:

☐ Priority #1: Public Safety & Crisis Response

☐ Priority #2: Disaster Resiliency

☒ Priority #3: Good Governance & Fiscal Stability

☐ Priority #4: Capital Infrastructure Improvement

☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods

☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

1. Move to nominate _____ as the voting delegate and _____ as the first alternate and _____ as the second alternate voting delegate for the League of California Cities Annual Conference to be held September 23-26, 2026.

☒ **Attachments:** 1. Voting Delegate Packet from the League of California Cities

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 1, 2026

DATE: Wednesday, May 13, 2026

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Sept. 23-25, 2026
Anaheim Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Friday, Sept. 25, 2026 the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Tuesday, Sept. 1, 2026. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration opens June 2.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and

alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Sept. 23, 8:00 a.m.-6:00 p.m. and Thursday, Sept. 24, 7:30 a.m.-4:00 p.m. On Friday, Sept. 25, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Tuesday, Sept. 1. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

CITY OF LAKEPORT

City Council ☐
City of Lakeport Municipal Sewer District ☒
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Award Non-Exclusive Licensed Agreement to Permit use of Acreage Devoted to Spray Irrigation Disposal of Wastewater	**MEETING DATE:** 7/21/2026
SUBMITTED BY: Paul Harris / Utilities Director	
PURPOSE OF REPORT: ☐Information only ☐ Discussion ☒Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to execute a Non-Exclusive Revocable License Agreement with Humboldt Auction Yard, LLC for cattle grazing on District-owned property utilized for wastewater disposal and irrigation, and to authorize the City Manager and District staff to execute related administrative documents and take such actions as may be necessary to implement and administer the agreement.

BACKGROUND/DISCUSSION:

The City of Lakeport Municipal Sewer District owns approximately 435 acres of property in Lake County utilized for wastewater disposal through spray irrigation, flood irrigation, and overland flow operations. Portions of the property support pasture suitable for non-dairy cattle grazing and have been used for livestock grazing for more than two decades as a means of vegetation management and revenue generation. Approximately 332 acres are regularly irrigated with treated effluent as part of the District's wastewater disposal operations.

The District first entered into a formal grazing lease agreement in 2003 with local cattle operator Leland Mora. The lease authorized grazing on District-owned wastewater disposal property while requiring the lessee to maintain fences, water troughs, gates, pasture conditions, and livestock control measures. The arrangement also assisted the District with vegetation management and weed control throughout the disposal site.

In 2007, the District approved Amendment No. 1 extending the lease term through July 31, 2010, with automatic annual renewals thereafter. Humboldt Auction Yard became a party to the agreement and continued managing grazing activities on the property. The long-standing grazing operation remained in place through subsequent amendments, including a 2022 amendment approved by the parties.

Over the years, grazing has proven to be an effective and economical tool for controlling vegetation, reducing wildfire fuel loads, maintaining pasture conditions, and generating revenue for the District while preserving the property's primary use for wastewater disposal. Staff believes continuation of grazing activities remains beneficial to District operations.

In 2026, staff initiated a competitive solicitation process seeking proposals from qualified livestock operators for future use of the property. Following evaluation of submitted proposals, staff determined that Humboldt

Auction Yard, LLC submitted the proposal that best satisfies the District's operational objectives, grazing management needs, and financial interests. Staff's review considered experience, responsiveness to District operational requirements, pasture management practices, ability to coordinate with wastewater disposal activities, and overall value provided to the District.

The proposed agreement differs from the historic lease arrangement by establishing a **non-exclusive revocable license** rather than a leasehold interest. This approach better reflects the property's primary function as a wastewater disposal facility and provides the District greater flexibility to modify operations, irrigation schedules, grazing areas, or terminate the agreement if necessary to protect public health, safety, regulatory compliance, or District operational needs. The proposed agreement also strengthens maintenance, insurance, indemnification, and operational requirements while providing annual revenue of **$72,000**.

Based on the collective evaluation of all proposal criteria, **Humboldt Auction Yard LLC** received the highest overall score, earning a total composite score of **278 points** and ranking first among all proposers. The remaining proposals received composite scores ranging from **240 to 256 points**. Consistent with the evaluation methodology, the selection was based on the totality of the evaluation criteria and not solely on the proposed license fee. However, Humboldt Auction Yard not only achieved the highest overall evaluation score but also submitted the highest financial proposal at **$72,000 annually**, compared to the second-highest proposal of **$48,000 annually**. The combination of Humboldt Auction Yard's highest overall evaluation score, demonstrated qualifications and experience, operational approach, responsiveness to the District's objectives, and substantially greater financial return to the District supported the determination that **Humboldt Auction Yard LLC** offered the most advantageous overall proposal and best value to the District.

STAFF RECOMMENDATION:

The proposal submitted by Humboldt Auction Yard, LLC represents the best overall value and operational fit for the District. Staff recommends approval of the Non-Exclusive Revocable License Agreement and authorization for the Board Chair to execute the agreement.

OPTIONS:

1. Authorize the proposed Non-Exclusive Revocable License Agreement
2. Provide alternative direction to staff.

ENVIRONMENTAL IMPACT:

The approval of the Non-Exclusive Revocable License Agreement authorizing a ten-year agreement between Humboldt Auction Yard, LLC and the City of Lakeport Municipal Sewer District for cattle grazing on property devoted to spray irrigation disposal of wastewater is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities). The proposed action consists of the continuation of an existing grazing and vegetation management operation on an existing wastewater disposal facility and involves negligible or no expansion of the existing or former use of the property. The agreement does not authorize any new construction, development, or physical alteration of the site.

FISCAL IMPACT:

☒ None ☐ $ Budgeted Item? ☐Yes ☐ No

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

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other: Grant Funds

Comments**:**

COUNCIL PRIORITIES:


☐ Priority #1: Public Safety & Crisis Response


☐ Priority #2: Disaster Resiliency


☒ Priority #3: Good Governance & Fiscal Stability


☐ Priority #4: Capital Infrastructure Improvement


☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods


☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to authorize the City Manager to execute a Non-Exclusive Revocable License Agreement allowing cattle grazing on acreage utilized for the spray irrigation disposal of wastewater, subject to the terms and conditions set forth in the agreement.

☒ **Attachments:**

1. Memorandum – Evaluation Summary
2. Licensed Agreement with Exhibit A
3. Map
4. Amendment No XXX
5. Reissue of RFP

MEMORANDUM

To: City Council and Interested Parties
From: Trina Kollasch, Administrative Analyst
Date: July 21, 2026
Subject: Evaluation Summary and Recommendation for Award – Non-Exclusive Cattle Grazing License Agreement

Background

The District issued a Request for Proposals (RFP) for a Non-Exclusive Cattle Grazing License Agreement to support vegetation management activities on District-owned properties. Proposals were solicited from qualified cattle operators and evaluated through a competitive process designed to identify the proposer best able to meet the District's operational, environmental, and financial objectives. The evaluation process included both written proposal review and proposer interviews.

A total of four proposals were received and evaluated by a review panel consisting of District staff. Proposals were assessed using established evaluation criteria and a standardized scoring methodology.

Evaluation Process

The evaluation criteria focused on the factors considered most important for the successful management of the grazing program, including:

- Relevant grazing experience and operational capability;
- Livestock containment and fencing management;
- Inspection and monitoring capacity;
- Animal health and care practices;
- Emergency response and local knowledge;
- Financial reliability and license fee proposal;
- Grazing management and resource protection practices; and
- References, communication, and demonstrated performance history. Each proposal was independently reviewed and scored by the evaluation panel. Following interviews and completion of the evaluation process, scores were compiled to establish final rankings.

Evaluation Results

The evaluation panel found that **Humboldt Auction Yard** LLC consistently demonstrated strengths across all major evaluation categories, including:

- Extensive grazing experience on comparable properties;
- Demonstrated ability to manage livestock containment and fencing needs;
- Strong financial qualifications and reliability;
- A well-developed grazing management approach;
- Understanding of operational and environmental stewardship requirements; and
- Positive references and a demonstrated ability to communicate and work effectively with District staff.

While other proposers submitted qualified and competitive proposals, the panel concluded that Humboldt Auction Yard provided the strongest overall combination of experience, operational capability, financial reliability, and management practices when evaluated against the established criteria. The recommendation reflects the overall best-value determination resulting from the complete evaluation process and not solely any single evaluation factor.

Recommendation

Following completion of the evaluation process, the District issued a Notice of Intent via email to Award the Non-Exclusive Cattle Grazing License Agreement to **Humboldt Auction Yard** on **July 2, 2026**. The proposed agreement is being presented to the City Council on **July 21, 2026**, for consideration and approval. Upon approval, the District will proceed with final execution of the agreement and implementation of the grazing program.

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT TO PERMIT USE OF ACREAGE DEVOTED TO SPRAY IRRIGATION DISPOSAL OF WASTEWATER

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this 1st day of July, 2027(the "Effective Date") by and between Humboldt Auction Yard, LLC ("LICENSEE") and the City of Lakeport Municipal Sewer District ("LICENSOR" or "District") and is made with reference to the following facts:

RECITALS

A. LICENSOR is the owner of approximately 435 acres of real property located in unincorporated Lake County, California, more particularly described and depicted in Exhibit "A", attached hereto and incorporated by this reference (the "License Area");

B. The License Area is held for and devoted to the disposal of treated wastewater by means of spray, flood, and overland flow irrigation as set forth in Exhibit "A", attached hereto and incorporated herein by this reference;

C. LICENSEE acknowledges that the water used to irrigate the License Area is and will consist of treated sewage and/or effluent that generally meets the current treatment standards prescribed by regulatory agencies having jurisdiction over the License Area and applicable state, federal, and local law for the irrigation of pasture for use by non-dairy cattle;

D. The License Area is appropriate for the growth of grasses for non-dairy cattle grazing; and

E. LICENSOR is agreeable to permitting LICENSEE to access and use the License Area for grazing of LICENSEE's cattle, subject to the terms and conditions expressed herein below.

AGREEMENT

In consideration of the foregoing, and subject to the terms and conditions set forth herein below, the parties agree as follows:

1. LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a non-exclusive, revocable license to use the License Area for a term of ten (10) calendar years, commencing on the 1st July 2027 and ending on the 30th day of July 2037, subject to the terms and conditions set forth herein.

2. The exact amount of wastewater irrigation and area(s) irrigated throughout the term of this Agreement is subject to the availability of treated effluent. In no event shall variations in the amount of effluent available and used for irrigation of the License Area constitute a breach of this Agreement by LICENSOR. LICENSOR agrees to irrigate the applicable portion(s) of the License Area in Exhibit "A" each year, subject to the availability of treated effluent. The total area anticipated to be irrigated on a regular basis, identified in Exhibit "A", shall be approximately 332 acres.

3. LICENSEE shall confine their livestock grazing and ancillary activities to the specific irrigation areas shown in Exhibit "A". The corral area shall be located in the location

identified on Exhibit "A". Areas where grazing is prohibited shall be as described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.

4. In consideration for the License herein granted, LICENSEE agrees to pay to LICENSOR an annual payment of $72,000.00 (the “License Fee”), payable in equal quarterly increments on the first day of each quarter, as stated below:

Payment Schedule					
Year	**1-Jul**	**1-Oct**	**1-Jan**	**1-Apr**	**Annual Total**
2027-2028	$18,000	$18,000	$18,000	$18,000	$72,000
2028-2029	$18,000	$18,000	$18,000	$18,000	$72,000
2029-2030	$18,000	$18,000	$18,000	$18,000	$72,000
2030-2031	$18,000	$18,000	$18,000	$18,000	$72,000
2031-2032	$18,000	$18,000	$18,000	$18,000	$72,000
2032-2033	$18,000	$18,000	$18,000	$18,000	$72,000
2033-2034	$18,000	$18,000	$18,000	$18,000	$72,000
2034-2035	$18,000	$18,000	$18,000	$18,000	$72,000
2035-2036	$18,000	$18,000	$18,000	$18,000	$72,000
2036-2037	$18,000	$18,000	$18,000	$18,000	$72,000

The License Fee set forth herein shall be adjusted annually based on the percentage change in the Consumer Price Index for the Western Region or the U.S. Bureau of Labor Statistics (BLS).

5. LICENSOR shall deliver to, and dispose of, sewer effluent treated by its wastewater treatment plan on the disposal site identified in Exhibit “A”.

6. LICENSEE agrees that that it is accepting the License Area “as is” without any representation or warranty by LICENSOR, the City of Lakeport, or LICENSOR’s or the City of Lakeport’s officers, officials, employees or agents, express, implied or statutory, except as expressly provided herein, as to (i) the nature or condition of the License Area (including, without limitation, any design or natural defect of any kind or nature whatsoever) or (ii) the License Area’s fitness for LICENSEE’s intended use of same. LICENSEE is, or prior to their use of the License Area will be, familiar with the License Area. LICENSEE is relying solely upon, and will have conducted, its own independent

inspection, investigation, and analysis of the License Area as it deems necessary or appropriate.

7. LICENSOR shall dispose of treated sewage by irrigation in and on the License Area in accordance with applicable state, federal, and local law. LICENSOR shall retain full control over all such treatment and disposal activities.

8. LICENSEE shall, for the duration of the Agreement, maintain all water troughs, perimeter fencing, cross fencing, gates, and other such improvements located in the License Area at its sole cost and expense. Interior gates shall be operated in such a manner that the main gate on Linda Lane may be left open without livestock being able to leave the License Area. No fences, gates, locks, or any other improvements shall be installed or erected in or upon the License Area by LICENSEE without specific, prior written permission by LICENSOR. If LICENSEE fails to maintain the foregoing improvements in good condition, LICENSEE hereby grants to LICENSOR the right to remove, repair, or otherwise maintain said improvements and agrees to reimburse LICENSOR for the actual costs thereof. LICENSOR shall invoice LICENSEE for such costs, and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

9. LICENSOR and LICENSEE shall meet and confer to coordinate the irrigation, rest, and grazing rotation schedule and to otherwise resolve any questions or disputes arising out of the interpretation or performance of this Agreement. In the event that LICENSOR and LICENSEE cannot agree upon an acceptable schedule or resolution after reasonable efforts have been made to negotiate, the decision of LICENSOR shall be final.

10. LICENSOR shall provide, maintain, and control all District irrigation facilities, appurtenances, and improvements in and on the License Area. Any damage to District irrigation facilities caused by LICENSEE, including but not limited to damage caused by any livestock owned or livestock maintenance activities conducted by LICENSEE, shall be reported to LICENSOR promptly and repaired by LICENSOR at LICENSEE's sole cost and expense. LICENSEE agrees that the cost to repair or correct any damage to LICENSOR's irrigation system, sprinkler standpipes, plant, fences, or equipment caused by or arising out of LICENSEE's use of the License Area will be borne by LICENSEE. LICENSOR shall invoice LICENSEE for such costs and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

11. LICENSEE shall be solely responsible for routine inspections of the License Area and maintenance of fences within or immediately surrounding the License Area, maintenance of the pasture and grasses, the control of grazing activities, keeping LICENSEE's livestock contained within the perimeter fencing of the License Area, and for promptly responding to and retrieving any livestock that escape the perimeter fencing and/or License Area. In the event of any emergency instance, including but not limited to the escape of livestock, LICENSEE shall respond and take corrective action within one (1) hour of discovery or notification of the incident. LICENSEE shall be responsible for control and/or removal of any undesired vegetation growing within or on the License Area including, but not limited to, thistle and black berries. Notwithstanding the foregoing, LICENSEE shall not cut or remove any trees in or on the License Area without the prior written consent of LICENSOR.

12. LICENSEE shall be solely responsible for providing water to any livestock to drink. LICENSEE may request from time to time that LICENSOR fill troughs in or on the License Area with water provided by LICENSOR. LICENSOR shall have sole and absolute discretion to determine whether to grant any such request based on the availability of District resources and any other factors LICENSOR deems relevant. In the event LICENSOR agrees to provide such water supply services, LICENSEE shall reimburse LICENSOR for all costs incurred in connection with such water supply services on a time and materials basis. LICENSOR shall invoice LICENSEE for such costs and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

13. LICENSEE is responsible for managing any dead livestock on or in the License Area. LICENSEE shall obtain LICENSOR's prior approval for disposal activities involving digging, burning, burial, or any other ground-disturbing action. Natural decomposition of individual animals may occur without notice to LICENSOR, provided that such decomposition does not create or constitute an environmental hazard, health or safety risk, nuisance condition, or otherwise violate applicable state, federal, and local laws or regulations. LICENSEE shall ensure that no unreasonable accumulation of carcasses occurs. Should LICENSEE fail to reasonably manage or dispose of carcasses in accordance herewith, LICENSEE hereby grants to LICENSOR the right to remove or otherwise maintain such carcasses and agrees to reimburse LICENSOR for the actual costs thereof. LICENSOR shall invoice LICENSEE for such costs, and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

14. The License Area shall be used by LICENSEE solely for livestock grazing and such other activities as specifically approved in writing by LICENSOR. LICENSEE shall not utilize the License Area for any agricultural or other purposes not approved in writing by LICENSOR or for any other purpose that conflicts with the License Area's primary use as a wastewater disposal site by LICENSOR. LICENSEE shall not interfere with or impede LICENSOR's activities as a municipal sewer district.

15. Livestock grazing shall be accomplished in a manner that is in accordance with generally accepted industry standards for pastureland management and in a manner reasonably satisfactory to LICENSOR. In the event that LICENSEE and LICENSOR cannot agree as to animal-unit loading or other agricultural practices, the Parties may request technical guidance from the Lake County Farm Advisors. Lake County Advisor's input shall be advisory only. Final decisions regarding management practices within the License Area shall rest solely with the LICENSOR in its sole discretion. LICENSEE agrees to comply with any requirements or directives issued by LICENSOR.

16. The grazing intensity and/or livestock head count shall be reduced by no less than fifty percent (50%) during the period from November 15 through April 1. LICENSOR shall additionally retain the right to restrict or suspend grazing on irrigated pasture areas whenever, in LICENSOR's discretion, the soil moisture content is determined to be excessive or as otherwise needed for LICENSOR operations. Current livestock head count shall be made immediately available to LICENSOR upon request.

17. LICENSEE shall assume all risks of damage to its improvements and any appurtenances thereto, its livestock, and to any and all other personal property of LICENSEE or any property under the control of LICENSEE while upon or near the License Area. LICENSEE

further agrees to indemnify, release, defend and hold harmless LICENSOR, its officials, officers, employees, agents, successors, and assigns, and the City of Lakeport, its officials, officers, employees, agents, successors, and assigns ("Licensor Indemnitees"), from any and all claims, liabilities, damages, attorney's fees, for loss or damage to property and for injury to or death of any person arising out of any and all activities conducted pursuant to this Agreement, including, but not limited to, the grazing and management of livestock and use of the License Area, by any person or entity, including, but not limited to LICENSEE, LICENSEE's contractors, subcontractors, officers, officials, directors, owners, employees, agents, guests, customers, invitees, and trespassers, excluding only therefrom liability arising from the sole active negligence or willful misconduct of LICENSOR. LICENSEE shall be responsible for any and all damage to LICENSOR's property as a result of the use of the License Area.

This hold harmless and indemnification obligation shall apply to all damages and claims for damages of every kind, suffered, or alleged to have been suffered by reason of any of the aforesaid events, regardless of whether or not LICENSOR has prepared, supplied, or approved plans or specifications submitted in connection with work to be performed in the License Area and irrespective of the grant of permission contained herein, LICENSOR's inspections of the work, or any other activity of LICENSOR in permitting such improvements or use of the License Area. Said indemnification shall remain in full force and effect irrespective of any limitation on the amount or the damages or compensation payable by or for LICENSEE under Worker's Compensation coverage, disability or other employee benefit acts, or the terms, applicability or limitations of any Worker's Compensation, property, casualty or liability insurance or coverages held by LICENSEE.

District shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend hereunder has arisen. This indemnification and the indemnification in Sections 19 and 2 7 shall survive termination of this Agreement for any reason.

18. LICENSEE, at its sole cost and expense, shall obtain and maintain insurance acceptable to the LICENSOR in a company or companies acceptable to the LICENSOR with a Best Rating of no less than A:VII. The required documentation of such insurance shall be furnished to the LICENSOR at the time of execution of this Agreement and annually thereafter. Without limiting LICENSEE's indemnification provided in this Agreement, LICENSEE shall take out and maintain at all times during the term of this Agreement, the following policies of insurance:

    a. Worker's compensation insurance to cover LICENSEE's employees as required by the Labor Code of the State of California. LICENSEE shall also cause all contractors, subcontractors and suppliers performing work in the License Area to also provide said Worker's Compensation coverage for all such contractors, subcontractors and suppliers employees. All Worker's compensation policies shall be endorsed with the provision that it will not be cancelled without first giving notice to LICENSOR. All such policies shall include the following language: "All rights of subrogation are hereby waived against the City of Lakeport Municipal Sewer District and the City of Lakeport, their officials, officers, agents, and employees, when acting within the scope of their appointment or employment".

b. Commercial General Liability insurance including bodily injury and property damage insurance for all activities of the LICENSEE, its officers, partners, directors, employees, and agents, arising out of or in connection with this Agreement or the use of the License Area, written on a commercial general liability form, including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than Two Million Dollars ($2,000,000.00) combined, single limit personal injury and property damage for each occurrence. Each such policy shall be enforced with the following language:

    i. The City of Lakeport Municipal Sewer District and the City of Lakeport and their officials, officers, agents, and employees are named as additional insureds for all liability arising out of the work/operations by or on behalf of the named insured, and this policy protects the additional insured, their officials, officers, employees and agents against liability for personal injury, death or property damage or destruction arising in any respect, directly or indirectly, out of the performance of this Agreement.

    ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

    iii. The insurance provided herein is primary and no insurance held or owned by LICENSOR or the City of Lakeport shall be called upon to contribute to a loss.

    iv. The coverage provided by this policy shall not be cancelled without thirty (30) days prior written notice given to the City of Lakeport Municipal Sewer District.

c. Each policy, or a certificate of the policy, shall be deposited with LICENSOR at the commencement of the term of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy. LICENSEE shall provide evidence of said insurance by completing and having signed, by the appropriate official, the certificate and endorsements on forms acceptable to the Licensor, with language at least as broad as ISO Forms CG 00 01 and CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 as well as CG 20 01 04 13.

d. Any deductible or self-insured retentions must be declared to and approved by LICENSOR. At the option of LICENSOR, the LICENSEE shall cause the insurer to reduce or eliminate such deductible or self-insured retention as respects LICENSOR.

e. LICENSEE shall waive all rights of subrogation against the LICENSOR and the City of Lakeport to the extent permitted by law and shall obtain endorsements to effectuate such waiver where applicable.

f. Failure to maintain acceptable insurance shall be cause for immediate termination of this Agreement. LICENSOR may at its discretion purchase insurance as listed herein. LICENSEE agrees to reimburse LICENSOR for the cost thereof within 30

days after receipt of an invoice. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

19. This Agreement may be terminated as follows:

    a. By mutual consent of the Parties;

    b. Either party may terminate this Agreement without cause at any time by providing the other party 6 months' written notice thereof;

    c. LICENSOR may terminate this Agreement immediately upon written notice to LICENSEE for failure to comply with the terms and conditions of this Agreement, if LICENSEE fails to cure such failure or deficiency within 30 days after LICENSOR provides written notice thereof to LICENSEE;

    d. LICENSOR may terminate this Agreement immediately upon written notice to LICENSEE if LICENSOR determines that termination is necessary for the preservation of the public health, safety, and/or welfare.

    Upon termination of this Agreement for any reason, LICENSEE shall pay to LICENSOR the pro-rated portion of the License Fee accruing from the last payment date through the effective date of termination. LICENSEE shall pay this prorated License Fee within 30 days of the effective date of termination. If such prorated License Fee is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

    If terminated by LICENSOR, it is agreed that as additional consideration for inducing the LICENSOR to make the License Area available to LICENSEE as set forth herein, that no damages including, but not limited to, severance damages, condemnation damages, and/or inverse condemnation damages shall be recoverable by LICENSEE.

    Upon termination of this Agreement, LICENSEE shall, at its sole cost and expense, restore the License Area to the condition it was in as of the Effective Date, reasonable wear and tear excepted, if required by LICENSOR and with the exception of any improvements desired to be retained by LICENSOR. LICENSEE agrees to effect such removal and/or restoration work within 30 days of receipt of written notice to do so from LICENSOR . Said notice from LICENSOR shall describe any improvements desired to be retained by LICENSOR. Should LICENSEE fail to restore the License Area in accordance with the notice provided by LICENSOR, LICENSEE hereby grants to LICENSOR the right to restore the License Area and agrees to reimburse LICENSOR for the actual costs thereof. LICENSOR shall invoice LICENSEE for such costs, and LICENSEE shall pay all invoices within 30 days of receipt thereof and, if such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

    LICENSEE hereby waives any and all claims against LICENSOR for any and all damage or injury done to any personal property of LICENSEE caused as a result of the restoration and/or removal described in the immediately preceding paragraph and LICENSEE indemnifies and holds LICENSOR harmless for any and all such damages or injuries.

20. Notice is hereby given that this Agreement may create a possessory interest subject to taxation. Pursuant to Cal. Revenue & Taxation Code section 107.6, LICENSEE is hereby notified that it may be subject to the payment of property taxes levied on such interest.

21. This License does not constitute a lease, but constitutes a mere revocable, non-exclusive license. LICENSEE is limited to the use of the License Area for the uses expressly and specifically described above. The Parties disclaim any interest that when coupled with the License herein granted would render it irrevocable or exclusive.

22. The waiver by either party of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

23. Time is of the essence in this Agreement.

24. The License granted herein is personal to the LICENSEE, and any attempt to assign or transfer same without LICENSOR's prior written consent shall be void and of no effect.

25. Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served personally and/or by certified mail, return receipt requested, to the following addresses (or to such other addresses as the Parties may, from time to time, designate in writing):

If to LICENSOR:	City of Lakeport Municipal Sewer District Attention: Hilary Britton 225 Park St. Lakeport, CA 96453
If to LICENSEE:	Humboldt Auction Yard, LLC Attention: Lealand Mora PO Box 313 Fortuna, CA 95540

26. Each individual executing this Agreement on behalf of a corporation or other private entity hereby represents and warrants and that he/she is duly authorized to execute this Agreement on behalf of the corporation and/or entity.

27. LICENSOR is not, and shall not be considered a partner or joint venture with LICENSEE or the City of Lakeport by reason of this Agreement. Under no circumstances shall LICENSEE or its employees look to LICENSOR or the City of Lakeport as an employer. LICENSEE shall not be entitled to any benefits. LICENSOR makes no representation as to the effect of this independent contractor relationship on LICENSEE's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and LICENSEE specifically assumes the responsibility for making such a determination. LICENSEE shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes. In the event that LICENSEE or any employee, agent, or subcontractor of LICENSEE performing under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LICENSOR and/or the City of Lakeport, LICENSEE shall indemnify, defend, and hold

harmless LICENSOR and/or the City of Lakeport for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of LICENSEE or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LICENSOR and/or the City of Lakeport.

28. In the event that either party is required to bring an action to enforce or interpret terms and conditions of this Agreement, the prevailing party shall be entitled to payment of its attorney's fees and all costs, as well as expert witness fees.

29. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any and all modifications concerning this Agreement shall be in writing and signed by the parties hereto.

30. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County of Lake.

31. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

32. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). LICENSEE shall disclose any contribution to an elected or appointed City of Lakeport or District official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Effective Date, by LICENSEE, its, her, or his agent, or another party affiliated with LICENSEE. LICENSEE shall provide a signed copy of the Campaign Contribution Disclosure Form, attached hereto as Exhibit "B" and incorporated herein by reference, to LICENSOR prior to, or concurrent with, LICENSEE's execution of this Agreement and no later than the Effective Date.

34. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSOR City of Lakeport Municipal Sewer District	LICENSEE
By: _____	By: _____
Its: City Manager	Its: _____
Date: _____	Date: _____

ATTEST

By: _____

Clerk of the Board

Date: _____

Approved as to form

By: _____

City Attorney

Date: _____

EXHIBIT A
[MAP OF LICENSE AREA]

EXHIBIT B

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Agencies are subject to the campaign disclosure provisions in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the District.

1. No District board member or commissioner shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the District. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a District proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any board member or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a District proceeding shall make a contribution of more than $500 to a board member or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District. No agent to a party or participant shall make a contribution in any amount to a board member of commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District.

3. Prior to rendering a decision on a District proceeding, any board member or commissioner who received contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any board member or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that board member or commissioner shall be permitted to participate in the proceeding.

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[1] "Party" is any person who files an application for, or is the subject of, a proceeding.

[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

[3] "Agent" is a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the District for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than $500 has been made by you or your agent to a board member or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

CAMPAIGN CONTRIBUTION DISCLOSURE

(a) Document:

- □ License
- □ Lease
- □ Permit
- □ Franchise
- □ Other Contract
- □ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than $500 to any board member or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of board member or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

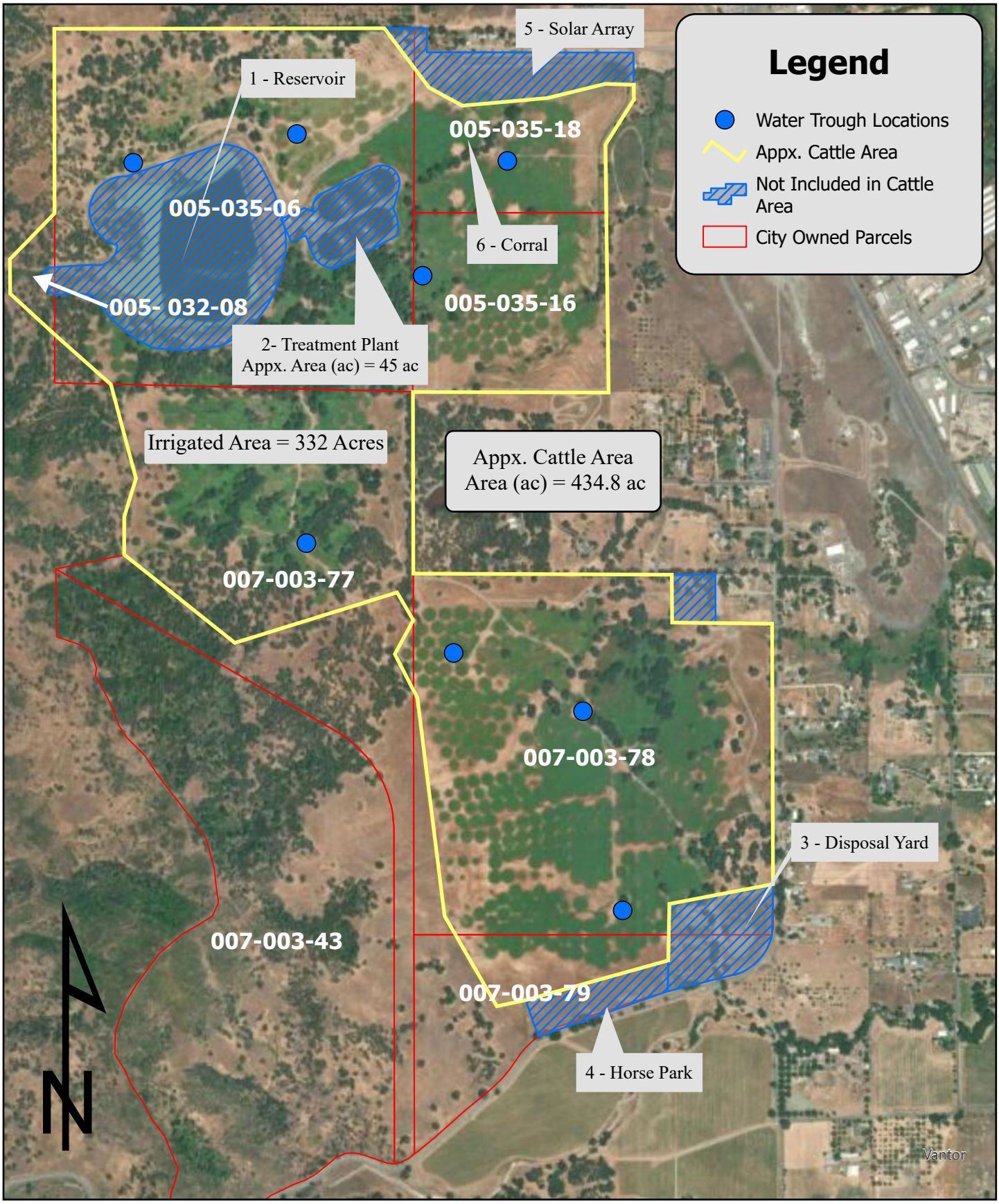
Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by District:
Document No:
_____

Cattle Lease Exhibit A



Map Prepared for City of Lakeport
Public Works Department by
RSA+, Lakeport, CA
GISRequest@rsacivil.com

0 550 1,100 2,200 Feet

1 inch equals 1,250 feet

EXHIBIT B
[CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS]

REQUEST FOR PROPOSALS (RFP)

Non-Exclusive Licensed Agreement for Cattle Grazing

City of Lakeport Municipal Sewer District

Cattle Grazing Agreement

Reissue Date: May 11, 2026

Pre-Proposal Site Visit (Voluntary): May 21, 2026/10:00am
591 Martin Street, Lakeport CA 95453

Last Day For Questions: May 27, 2026/3:00pm

Proposals Due: June 15,2026/3:00pm

Anticipated Award Date: June 30, 2026

Anticipated License Start Date: July 1, 2027 (target)

Point of Contact: Paul Harris/Utilities Director – pharris@cityoflakeport.com

(707) 263-3578 x 402

Submission Method: Hard Copy

Submission Address: 225 Park Street, Lakeport CA 95453

KEY LICENSE REQUIREMENTS SUMMARY (NON-CONTRACTUAL)

This summary is provided for proposer convenience only. It highlights selected operational requirements anticipated in the District's Non-Exclusive, Revocable License Agreement and related Exhibits. The final executed License Agreement and Exhibits will control in the event of any conflict herewith.

- Agreement is for a non-exclusive, revocable license and is not a lease.
- License may be terminated upon 6 months' notice for any or no cause; upon 30 days' notice for cause after a failure to cure noticed default; or immediately where necessary for public health, safety, or welfare.

- License fees are paid quarterly in advance for the upcoming quarter; the RFP financial proposal should provide annual and quarterly amounts aligned with the District's anticipated due dates.
- License may not be assigned without prior written consent.

Insurance and Risk Allocation:

- Licensee assumes risk of loss to livestock/personal property and indemnifies the District/City for claims arising from Licensee operations, subject to final License terms.
- Licensee maintains required liability, auto, and workers' compensation insurance and provides proof annually; District/City are additional insureds as specified.
- A waiver of subrogation is required as specified.

Fees and Payments:

- The Licensee will pay an annual License Fee in quarterly installments. This annual License Fee amount will be adjusted annually based on the percentage change in the CPI-U for the Western Region or U.S. Bureau of Labor Statistics (BLS).

Carcass Management:

- No accumulation of carcasses is permitted; unmanaged remains may be removed by the District at Licensee expense.
- Licensee manages dead livestock to avoid health, safety, environmental, or nuisance issues; notify and obtain prior approval from the District when disposal requires digging/burning/burial or other ground disturbance.

Seasonal Restrictions and Wet-Soil Suspension:

- Repairs to irrigation facilities will be handled by the District, with costs charged to the Licensee when damage is attributable to livestock or Licensee activities (expedited repair timeframes may apply).
- Licensee must protect irrigation/disposal and District infrastructure; promptly report any damage.
- The District may restrict or suspend grazing on irrigated pasture areas when soils are excessively wet.
- Licensee provides headcount of herd upon request.

Infrastructure Protection and Damage:

- No new fences, gates, or locks may be installed without prior written District approval.
- Interior gates must be managed to prevent livestock escape even if the main gate is open for District operations.
- Licensee maintains water troughs, perimeter fencing, cross fencing, and gates during the License term.

- Tree cutting/removal is not allowed without District consent.
- Licensee provides drinking water for livestock and manages pasture condition and undesirable vegetation (e.g., thistle/blackberry).
- Licensee must keep livestock contained within perimeter fencing, conduct routine inspections, and respond promptly to escapes.

Livestock Management and Stewardship:

- Licensee must coordinate irrigation timing, rest, and rotation schedules with the District; where agreement cannot be reached after reasonable efforts, the District will establish the schedule consistent with applicable law.
- The District retains full control of wastewater disposal operations and irrigation and retains the right to access the licensed area for operations, maintenance, emergencies, and compliance.

Coordination with District Operations:

- Additional seasonal grazing areas (approximately 87 acres) are generally not irrigated except for emergency needs as determined by the District.
- Approximately 332 acres are expected to be irrigated on a regular basis when treated effluent is available; irrigation extent may vary based on effluent availability.

Acreage and Irrigation Variability:

- A corral/handling area location is identified on Exhibit A.
- Grazing boundaries and restricted/no-grazing zones will be defined by Exhibit A (map).
- Grazing use occurs on District disposal lands used for treated wastewater irrigation; uses are limited to grazing and District-approved ancillary activities.

Site and Use:

1. INTRODUCTION AND NOTICE INVITING PROPOSALS

The City of Lakeport Municipal Sewer District ("District") requests proposals from qualified livestock operators ("Proposers") to provide managed cattle grazing on District-owned or District-controlled lands used for treated wastewater disposal. The selected Proposer will enter into a Non-Exclusive, Revocable License Agreement ("License") with the District. The District intends for cattle grazing to support vegetation management and site maintenance while protecting public health, water quality, and District infrastructure.

This RFP summarizes key License requirements for proposer awareness. The final executed License Agreement will control. The District reserves the right to negotiate terms with Proposer(s) and to reject any or all proposals in its sole discretion.

2. BACKGROUND AND DISTRICT OBJECTIVES

The District operates treated wastewater disposal activities on the subject property using spray, flood, and overland-flow irrigation methods under controlled conditions. The area is generally suited to permanent pasture and seasonal grass growth that can support beef cattle grazing only when managed appropriately. Acceptable beef cattle classes include cow-calf pairs, bulls, and stocker or feeder cattle. Dairy cattle are not permitted. District objectives include:

- Maintain vegetative cover and manage forage in a manner compatible with wastewater disposal operations.
- Reduce fire fuels and control undesirable vegetation (e.g., thistle and blackberry) while preventing erosion and runoff.
- Protect all irrigation/disposal facilities, sewer infrastructure, access roads, gates, and easements.
- Coordinate grazing and rest periods with irrigation schedules and District operational needs.

3. LICENSE AREA DESCRIPTION, CONDITIONS, AND INFRASTRUCTURE

3.1 Location and Exhibits

The License Area is shown on Exhibit A. Irrigation method areas and any no-grazing or restricted areas will be identified in Exhibit A. A corral/livestock handling area is located as shown on Exhibit A.

Proposers understand and agree that, if selected and upon entering into a License Agreement with the District, it will be accepting the licensed property “as is” without any representation or warranty as to the nature or condition of the property or its fitness for the intended use. Proposers are responsible for familiarizing themselves with the subject property and conducting any inspections and investigations they deem necessary or appropriate.

3.2 Acreage and Irrigation/Non-Irrigation Areas

The District anticipates that approximately 332 acres will be irrigated on a regular basis when treated effluent is available. Additional seasonal grazing areas (approximately 87 acres) are generally not irrigated except under emergency conditions as determined by the District. The specific areas irrigated and the volumes applied may vary based on effluent availability; such variation will not be considered a District breach.

3.3 Typical Site Conditions for Wastewater-Irrigated Pasture

The site may include wet or soft ground during and after irrigation events, variable forage growth across the disposal fields, nutrient-enriched zones, drainage swales, and seasonal low spots. The property also includes outside hills and ravines. Proposers must plan grazing to avoid soil compaction, bank damage, and tailwater/runoff concerns, especially during saturated conditions.

3.4 Infrastructure (in addition to hills and ravines)

The License Area includes wastewater irrigation and drainage infrastructure and may include District sewer appurtenances. Typical infrastructure includes:

- Irrigation conveyance and distribution: open/earthen or lined ditches, buried pipelines, valve stands/standpipes, turnouts, diversion gates, and check structures.
- Wastewater application and controls: pump stations, meters, pressure control, valves, and backflow/flow-control devices where applicable.
- Drainage/tailwater features: drainage ditches, culverts, return conveyances, and erosion/sediment control features.
- Operational features: access roads, perimeter and interior gates, and utility easements; and any sewer-related structures located within the disposal site.

3.5 Access Requirements

The District retains full access to the licensed area for operations, maintenance, emergencies, and regulatory compliance. Proposers must not interfere with District activities and must comply with gate/lock procedures and any wet-weather vehicle restrictions.

4. TERM; NON-EXCLUSIVITY; LICENSE CHARACTER

4.1 Anticipated Term

The District anticipates a ten (10) year term beginning July 1, 2027 and ending June 30, 2037.

4.2 Non-Exclusive, Revocable License

The License will be non-exclusive and revocable as provided in the License. The District may allow other compatible uses and may restrict or suspend grazing as needed for operations, emergencies, maintenance, or when soil moisture is excessive.

4.3 No Leasehold Intended; Potential Possessory Interest Tax

The License grants permission to enter and graze under stated conditions and does not convey a lease or tenancy. Proposers should be aware that a taxable possessory interest may be deemed to exist under applicable law; if assessed, the Licensee will be responsible for related taxes.

5. SCOPE OF SERVICES AND OPERATING REQUIREMENTS

The selected Licensee will conduct managed grazing consistent with generally accepted pasture management practices and District directives. The District will retain control over wastewater disposal operations and irrigation. Key operating requirements anticipated from the License include the following.

5.1 Grazing Boundaries, Prohibited Areas, and Authorized Uses

- Confine livestock and grazing-related activities to the areas shown on Exhibit A.
- Observe all no-grazing or restricted areas identified in Exhibit A.
- Use of the property is limited to livestock grazing and District-approved ancillary activities; no other agricultural uses are allowed without written approval.

5.2 Grazing Plan (Required with Proposal)

1. Stocking rates and herd size range; rotation approach and rest periods coordinated with irrigation.
2. Seasonal schedule, including wet-condition protocols and avoidance of saturated soils.
3. Vegetation targets and weed control plan (including undesired vegetation such as thistle/blackberry), to be implemented as a coordinated, joint effort between the District and the Licensee, and not the sole responsibility of the Licensee.
4. Fencing, gates, and containment plan; inspection frequency and response procedures for escaped livestock.
5. Watering plan for livestock drinking water (Licensee-provided); placement/movement plan to minimize mud and erosion.
6. Infrastructure protection plan, including buffers/setbacks and immediate reporting of damage.
7. Carcass management plan consistent with public health and nuisance prevention, including ground-disturbance notification triggers.
8. Monitoring/reporting plan (headcount reporting upon request; site condition documentation).
9. Wildfire, drought, flood, and District-directed suspension/evacuation contingencies.

5.3 Fencing, Gates, Troughs, and Improvements

- Licensee is expected to maintain water troughs, perimeter fencing, cross fencing, and gates within the Licensed Area during the License term.
- Interior gates must be managed to prevent livestock escape even if the main gate is open for District operations.

- No new fences, gates, or locks may be installed without prior written District approval.

5.4 Irrigation Facilities and Damage Repair

- The District will provide, operate, and control irrigation/disposal facilities and wastewater application.
- Damage caused by livestock or Licensee activities must be reported promptly; repairs are performed by the District at the Licensee's cost, with an expedited repair timeframe anticipated.

5.5 Coordination of Irrigation, Rest, and Grazing Rotation

- The parties will coordinate irrigation timing with grazing and rest periods.
- If the parties cannot agree on a workable schedule after reasonable negotiation, the District will establish the schedule based on applicable law and the Licensee must follow it.

5.6 Seasonal Stocking Adjustments and Soil Moisture Restrictions

- The District may restrict or suspend grazing on irrigated areas when soils are excessively wet; headcount must be provided to the District upon request.

5.7 Trees and Site Stewardship

- Licensee may not cut or remove trees without District consent.
- Licensee is responsible for pasture condition as influenced by grazing activities, grazing control, and keeping livestock within perimeter fencing.

6. REGULATORY COMPLIANCE AND ENVIRONMENTAL PROTECTIONS

The District will dispose of treated wastewater in compliance with State requirements and will retain full control of the disposal process. The Licensee must conduct grazing in a manner that supports compliance and protects water quality and does not interfere with the District's activities. Proposals must describe Best Management Practices (BMPs) for erosion control, riparian/drainage protection, manure distribution, and wet-condition management, implemented in coordination with District operations and directives

7. COMPENSATION / LICENSE FEES

The License will require quarterly payments in advance for the upcoming quarter. Proposers shall provide their proposed total annual fee and a quarterly payment amount. The District's standard payment schedule anticipates payments due on or about July 1, October 1, January 1 and April 1 each year (exact dates and amounts to be finalized in the License).

8. INSURANCE, WAIVER OF SUBROGATION, AND RISK MANAGEMENT

Insurance requirements will be set forth in the License Agreement. Proposers should be prepared to provide and maintain general liability, automobile liability, and workers' compensation coverage in amounts required by the District; to name the District (and as applicable the City of Lakeport and their officers, officials, employees, and agents) as additional insureds; and to provide proof annually at least 30 days before coverage renews. The License will also require a waiver of subrogation as specified by the District.

9. INDEMNIFICATION; ASSUMPTION OF RISK

The License will require the Licensee to assume responsibility for loss or injury to its livestock and personal property on the site, and to defend, indemnify, and hold harmless the District and the City of Lakeport and their officers, employees, and agents from claims arising out of Licensee's use of the property, operations, livestock, employees, or contractors, except as may be limited by the final License language.

10. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be organized in the order below. The same order and titles should be used to help facilitate the District's scoring of proposals. Failure to submit information in accordance with this RFP's requirements and procedures may be cause for disqualification. The evaluation and selection of a Proposer will be based on the information submitted in their proposal in addition the mandatory interview.

1. Cover Letter (containing authorized signature of party authorized to bind Proposer).
2. Proposer Information and Qualifications (including years of comparable grazing experience).
3. Grazing Plan (See Section 5.2).
4. Fencing/Gates/Troughs Maintenance Plan (See Section 5.3).
5. Infrastructure Protection and Damage Response Plan (See Sections 5.4 and 5.6).
6. Environmental Protection Measures and BMPs (See Section 6).
7. Financial Proposal (See Section 7) with quarterly payment breakdown.
8. Insurance/Insurability Documentation consistent with draft Agreement (See Section 8).
9. References (minimum three).
10. Exceptions/Requested Changes to the draft Agreement (clearly listed).
11. Disclosure of any conflicts of interests and/or campaign contributions (See Section 16).
12. Acknowledgement of any and all issued Addenda.

11. EVALUATION AND SELECTION

The District will evaluate proposals using the scoring rubric in Attachment 1 and conduct **MANDATORY INTERVIEWS** with each Proposer that has submitted a timely Proposal. The Proposer's administrator/principal point of contract must attend the mandatory interview to be considered for selection.

The District reserves the right to request clarifications, allow correction of errors or omissions, and negotiate final License terms. At the District's discretion, Proposers may be requested to make oral presentations. Based on the scoring rubric and interviews, the District will consider not only the payment for grazing access offered by the Proposer but also overall value and risk profile in accordance with the scoring rubric.

The selection process will be carried out without discrimination, with Proposers treated in an open, fair, and transparent way. The District has no obligation or liability arising from the issuance of this RFP or any actions taken in connection with it. Should a Proposer have concerns about meeting any requirements of this RFP, the Proposer shall specifically identify the concerns and any qualifications and/or exception requests in their Proposal. If agreement cannot be reached with a selected Proposer, negotiations with that Proposer will be terminated and the second place Proposer may be approached, and so on.

Each proposal will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP can be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete, or contains irregularities. The District may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Proposer from compliance with the contract requirements if the Proposer is awarded a contract.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn for modification by written request of the Proposer. To be considered, however, any modified proposal must be received by the submission time and date specified in this RFP. Proposals received after the time and date specified may not be considered and may be returned to the Proposer unopened at the sole discretion of the District. It is the sole responsibility of the Proposer to ensure its proposal arrives before or at the time and date specified herein.

12. RFP SCHEDULE (TENTATIVE)

Re-Issue Date: May 11, 2026

Site Visit: May 21, 2026

Last Day for Questions: May 27, 2026

Addenda Question Responses: May 28, 2026

Proposals Due: June 15, 2026Interviews: June 24 – June 25, 2026

Anticipated Award: June 30, 2026 (target)

License Start: July 1, 2027 (target)

13. SITE VISIT

Proposers are encouraged but not required to attend a site visit hosted by the District to review irrigation/disposal features, fences and gates, access roads, terrain, and operational constraints.

14. QUESTIONS, COMMUNICATIONS, AND ADDENDA

All questions must be submitted in writing to the Point of Contact by the stated deadline. Only written addenda issued by the District are binding. The District shall not be held responsible for any oral instructions. If it becomes necessary to revise any part of this RFP or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the Proposer submitting a proposal to ensure that all addenda are received.

Proposers shall not communicate, either verbally or in writing, with any officer, employee, or representative of the District with respect to any matter relating to this RFP other than the Point of Contact set forth herein.

15. DISTRICT RIGHTS AND GENERAL CONDITIONS

The District reserves the right to modify or cancel this RFP, reject any or all proposals, waive informalities, request additional information, and negotiate final License terms. The final License will include provisions regarding termination (including notice periods), non-assignment without written consent, written-amendment requirements, time-is-of-the-essence, and venue in Lake County, California.

The District reserves the right to reject any or all proposals submitted; to waive any defect, informality, or irregularity in any proposal received; to request additional information or clarification of information submitted; to withdraw this RFP at any time without prior notice; and to be the sole judge of the merits of the respective proposals received. The District expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection. The District reserves the right to remedy technical errors, modify the published scope of services, and approve or disapprove the use of all subcontractors. No representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The selection of an individual or firm does not constitute the District's acceptance of all of the particulars of its RFP.

16. CONFLICTS OF INTEREST AND CAMPAIGN CONTRIBUTIONS

All Proposers interested in this request (including the Proposer's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This policy is

intended to create a level playing field for all potential Proposers and protect the integrity of the selection process. All contacts regarding this selection process should be addressed to the designated District Contact.

All applicants must disclose any and all relationships with third parties, Lakeport City Council members and/or District Board members, and employees of the City and/or District which would (1) present a conflict of interest with the award of this license under Government Code section 1090, the Political Reform Act (Government Code section 81000, et seq.), the Levine Act, or other applicable law; (2) prevent the applicant from performing the services included in this RFP; or (3) present a significant risk of the disclosure of confidential information.

All Proposers are required to submit complete and accurate copies of the Campaign Contribution Disclosure Form attached hereto with their proposals.

17. COSTS

All costs incurred in the preparation of a proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written license agreement will be borne by the Proposer. The District will not be responsible for any expenses incurred relative to the preparation and submittal of a proposal.

18. CONFIDENTIALITY

All proposals submitted become the property of the District and will become a public record available for release to the public upon selection of a successful Proposer after an agreement is reached. Any language purporting to render all or portions of a proposal confidential will be regarded as non-effective and be disregarded. Statements and other RFP materials submitted will not be returned unless portions of proposals are requested to be returned at the expense of the Proposer.

19. EXECUTION OF CONTRACT

The selected Proposer will be required to enter into the District's standard license agreement, included as an attachment to this RFP, within thirty (30) days after selection by the District. Proposers must review the District's agreement language prior to submitting their proposal. The selected Proposer must secure all insurance and furnish all certificates required by the agreement. Failure or refusal to enter into the license agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award by the District and the award of the license agreement to an alternative Proposer. By submitting a proposal, the Proposer acknowledges and warrants that Proposer has investigated and satisfied itself as to the terms of the proposed license agreement and conditions affecting the license agreement. The receipt by the District of a proposal will indicate that the submitting Proposer understands the nature and requirements of the license to be awarded.

The contents of the proposal submitted by the Proposer and this RFP will become part of any license agreement awarded as a result of the RFP. No binding license agreement will exist between the Proposer and the District until the District executes a license agreement.

20. DISCRIMINATION

Any agreement to be awarded as a result of this RFP will be awarded without discrimination based on race, color, religion, sex, national origin, or any other protected basis. Proposers (and all subcontractors) shall not discriminate on the basis of race, color, national origin, sex, or any other protected basis in the performance of the awarded license. Failure to carry out these requirements is a material breach of the awarded license agreement, which may result in the termination of the license or such other remedy, as deemed appropriate by the District.

ATTACHMENTS AND EXHIBITS

- Exhibit A: License Area Map with Irrigation Methods, No-Grazing Areas, and Restrictions (District-provided).
- Attachment 1: Evaluation Scoring Rubric (included below).
- Attachment 2: Proposal Forms (optional).
- Attachment 3: Draft License (optional; for reference if issued).
- Exhibit B: Campaign Contribution Disclosure Form (included with License)

ATTACHMENT 1 — EVALUATION SCORING RUBRIC (0–100 POINTS)

A. Interview Evaluation Criteria — 45 Points

Sub-Category	Description	Points
Relevant Years of Grazing	Proven years operating cattle on similar terrain/acreage	0–10
Containment & Fencing Ability & Maintenance Plan	Plan for and ability to maintain livestock containment; capacity to deploy temporary fencing when existing fencing is inadequate; relevant experience and examples of how containment failures	0–10

	have been presented or resolved in the past	
Inspection Capacity	Ability to comply with frequent inspections (e.g., weekly) as required; proposed staffing approach and relevant experience	0–10
Livestock Health & Care	Ability to ensure water, health monitoring, and timely removal/management of deceased livestock; proposed area and herd health management practices; relevant experience	0–5
Local Knowledge	Terrain, forage condition, anticipated challenges and options to address them; relevant experience working with or in similar conditions	0-5
Responsiveness & Emergency Management	Anticipated response time and emergency response plan, Local or Nonlocal point of contact, relevant experience or proposed approach to respond to emergency circumstances (containment failures, weather related emergencies like fire or flood, etc.)	0-5

B. Fee Proposal / Creditworthiness / Financial Reliability — 25 Points

Sub-Category	Description	Points
Proposed License Fee	Financial Proposal with quarterly payment breakdown	0-10
Financial Documentation Quality	Bank letter, CPA letter, or credit authorization	0–10
Payment History / Reliability	Reliability with prior leases/licenses (if applicable)	0–5

C. Grazing Management Plan — 20 Points

Sub-Category	Description	Points
Stocking Rate & Timing	Appropriateness of head count, rotation, and seasonal schedule	0–8
Resource Protection Practices	Proposed measures for erosion control, drainage/riparian protection, weed management	0–8
Carcass Management / Restoration	Clear plan for carcass management and site restoration approach	0–4

D. References & Track Record — 10 Points

Sub-Category	Description	Points
Quality of References	Relevance, professionalism, responsiveness	0–5
Communication, Collaboration and Problem-Solving Capability	Proposer's ability to communicate clearly and constructively with District staff; responsiveness to District questions; Proper's approach to resolving potential conflict and relevant experience	0-5

Recommended selection threshold:

- Score ≥ 75: Qualified
- Score 60–74: Conditionally qualified (may require additional assurances)
- Score < 60: Not recommended

ATTACHMENT 2 — PROPOSAL FORMS (OPTIONAL)

Form 1 — Proposer Information

Legal Name: _____

DBA (if any): _____

Address: _____

Primary Contact: _____

Phone/Email: _____

Form 2 — References (Minimum 3)

1) Organization/Owner: _____ Contact: _____
Phone/Email: _____

2) Organization/Owner: _____ Contact: _____
Phone/Email: _____

3) Organization/Owner: _____ Contact: _____
Phone/Email: _____

Form 3 — Exceptions to Terms

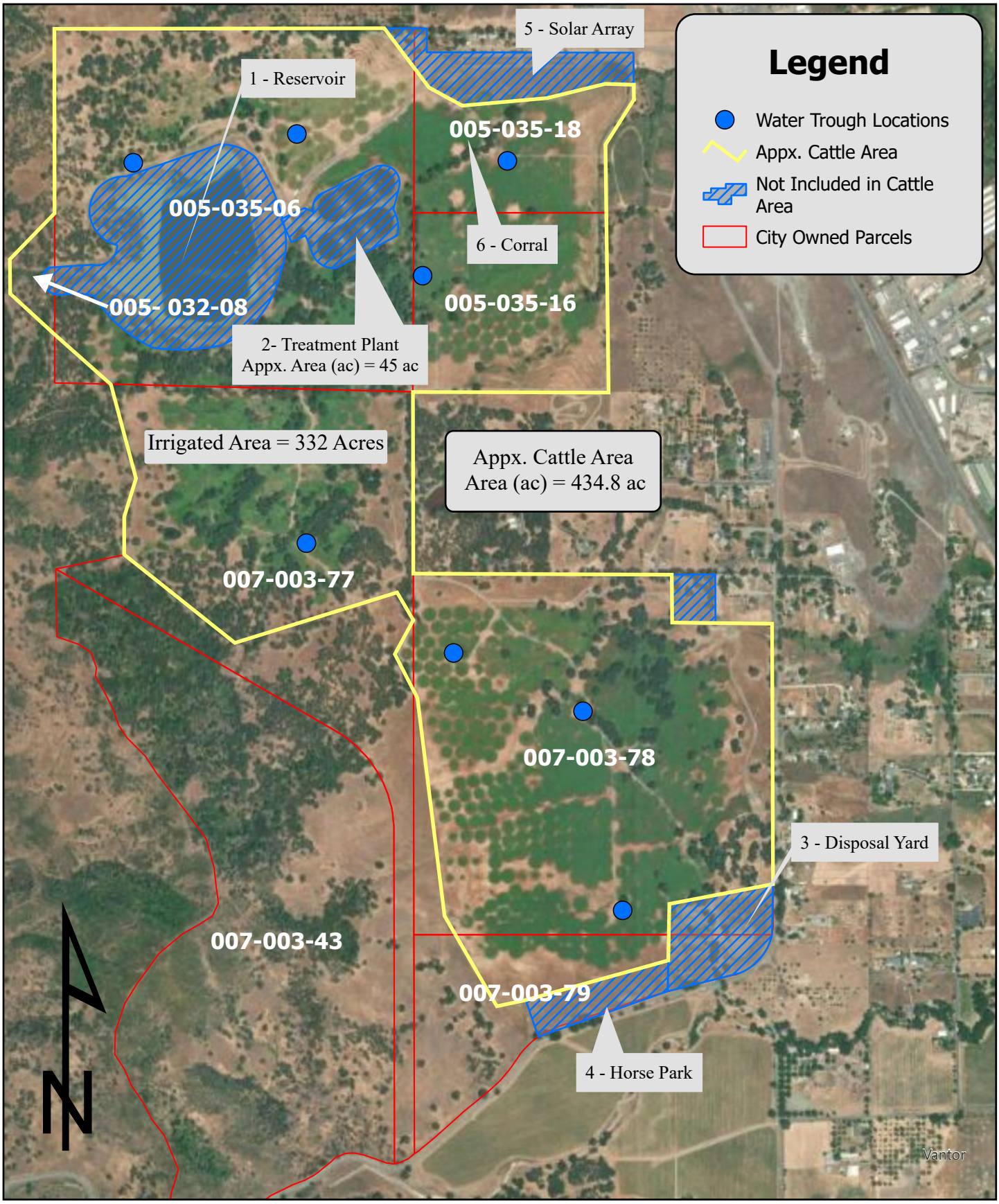
List any requested deviations from this RFP or the District's standard license terms.

Form 4 — Addenda Acknowledgment

Addendum No. ____ received and acknowledged. Signature: _____ Date: _____

EXHIBIT A (to Attach)

Cattle Lease Exhibit A



Map Prepared for City of Lakeport
Public Works Department by
RSA+, Lakeport, CA
GISRequest@rsacivil.com

0 550 1,100 2,200 Feet

1 inch equals 1,250 feet

EXHIBIT B
[CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS]

EXHIBIT B

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Agencies are subject to the campaign disclosure provisions in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the District.

1. No District board member or commissioner shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the District. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a District proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any board member or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a District proceeding shall make a contribution of more than $500 to a board member or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District. No agent to a party or participant shall make a contribution in any amount to a board member of commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District.

3. Prior to rendering a decision on a District proceeding, any board member or commissioner who received contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any board member or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that board member or commissioner shall be permitted to participate in the proceeding.

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[1] "Party" is any person who files an application for, or is the subject of, a proceeding.

[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

[3] "Agent" is a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the District for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than $500 has been made by you or your agent to a board member or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

CAMPAIGN CONTRIBUTION DISCLOSURE

(a) Document:

- □ License
- □ Lease
- □ Permit
- □ Franchise
- □ Other Contract
- □ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than $500 to any board member or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of board member or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by District:
Document No:
_____

NON-EXCLUSIVE REVOCABLE LICENSE AGREEMENT TO PERMIT USE OF ACREAGE DEVOTED TO SPRAY IRRIGATION DISPOSAL OF WASTEWATER

THIS NON-EXCLUSIVE, REVOCABLE LICENSE AGREEMENT ("License" or "Agreement") is made and entered into this ___ day of _____, 202__ (the "Effective Date") by and between _____ ("LICENSEE") and the City of Lakeport Municipal Sewer District ("LICENSOR" or "District") and is made with reference to the following facts:

RECITALS

A. LICENSOR is the owner of approximately 768 acres of real property located in unincorporated Lake County, California, more particularly described and depicted in Exhibit "A", attached hereto and incorporated by this reference (the "License Area");

B. The License Area is held for and devoted to the disposal of treated wastewater by means of spray, flood, and overland flow irrigation as set forth in Exhibit "A", attached hereto and incorporated herein by this reference;

C. LICENSEE acknowledges that the water used to irrigate the License Area is and will consist of treated sewage and/or effluent that generally meets the current treatment standards prescribed by regulatory agencies having jurisdiction over the License Area and applicable state, federal, and local law for the irrigation of pasture for use for beef cattle grazing only. Dairy cattle are expressly prohibited.

D. The License Area is appropriate for the growth of grasses for beef cattle grazing only; and

E. LICENSOR is agreeable to permitting LICENSEE to access and use the License Area for grazing of LICENSEE's beef cattle only, subject to the terms and conditions expressed herein below.

AGREEMENT

In consideration of the foregoing, and subject to the terms and conditions set forth herein below, the parties agree as follows:

1. LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a non-exclusive, revocable license to use the License Area for a term of ten (10) calendar years, commencing on the 1st [Insert Month] 2027 and ending on the 30th day of [Insert Month] 2037, subject to the terms and conditions set forth herein.

2. The exact amount of wastewater irrigation and area(s) irrigated throughout the term of this Agreement is subject to the availability of treated effluent. In no event shall variations in the amount of effluent available and used for irrigation of the License Area constitute a breach of this Agreement by LICENSOR. LICENSOR agrees to irrigate the applicable portion(s) of the License Area in Exhibit "A" each year, subject to the availability of treated effluent. The total area anticipated to be irrigated on a regular basis, identified in Exhibit "A", shall be approximately 332 acres.

3. LICENSEE shall confine their livestock grazing and ancillary activities to the specific irrigation areas shown in Exhibit “A”. The corral area shall be located in the location identified on Exhibit "A". Areas where grazing is prohibited shall be as described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.

4. In consideration for the License herein granted, LICENSEE agrees to pay to LICENSOR an annual payment of $_____ (the “License Fee”), payable in equal quarterly increments on the first day of each quarter, as stated below:

PAYMENT SCHEDULE
DUE – XX/01/2027 – For the Period From XX/01/2027 to XX/01/2027
DUE – XX/01/2027 – For the Period From XX/01/2027 to XX/01/2027
DUE – XX/01/2027 – For the Period From XX/01/2027 to XX/01/2028
DUE – XX/01/2028 – For the Period From XX/01/2028 to XX/01/2028
DUE – XX/01/2028 – For the Period From XX/01/2028 to XX/01/2028
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DUE – XX/01/2031 – For the Period From XX/01/2031 to XX/01/2031
DUE – XX/01/2031 – For the Period From XX/01/2031 to XX/01/2032
DUE – XX/01/2032 – For the Period From XX/01/2032 to XX/01/2032
For the remaining five years of the agreement, payments shall continue on a quarterly basis, with payments due on the 1st day of each quarter (INSERT MONTH). Each payment covers the three-month period immediately following the due date.

The License Fee set forth herein shall be adjusted annually based on the percentage change in the Consumer Price Index for the Western Region or the U.S. Bureau of Labor Statistics (BLS).

5. LICENSOR shall deliver to, and dispose of, sewer effluent treated by its wastewater treatment plan on the disposal site identified in Exhibit "A".

6. LICENSEE agrees that that it is accepting the License Area "as is" without any representation or warranty by LICENSOR, the City of Lakeport, or LICENSOR's or the City of Lakeport's officers, officials, employees or agents, express, implied or statutory, except as expressly provided herein, as to (i) the nature or condition of the License Area (including, without limitation, any design or natural defect of any kind or nature whatsoever) or (ii) the License Area's fitness for LICENSEE's intended use of same. LICENSEE is, or prior to their use of the License Area will be, familiar with the License Area. LICENSEE is relying solely upon, and will have conducted, its own independent inspection, investigation, and analysis of the License Area as it deems necessary or appropriate.

7. LICENSOR shall dispose of treated sewage by irrigation in and on the License Area in accordance with applicable state, federal, and local law. LICENSOR shall retain full control over all such treatment and disposal activities.

8. LICENSEE shall, for the duration of the Agreement, maintain all water troughs, perimeter fencing, cross fencing, gates, and other such improvements located in the License Area at its sole cost and expense. Interior gates shall be operated in such a manner that the main gate on Linda Lane may be left open without livestock being able to leave the Licensed Area. No fences, gates, locks, or any other improvements shall be installed or erected in or upon the License Area by LICENSEE without specific, prior written permission by LICENSOR; provided, however, that LICENSEE may erect temporary fencing without prior written permission in the event of an immediate containment failure, so long as LICENSEE provides written notice to LICENSOR as soon as reasonably practicable thereafter and removes such temporary fencing promptly upon resolution of the containment failure. If LICENSEE fails to maintain the foregoing improvements in good condition, LICENSEE hereby grants to LICENSOR the right to remove, repair, or otherwise maintain said improvements and agrees to reimburse LICENSOR for the actual costs thereof. LICENSOR shall invoice LICENSEE for such costs, and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

9. LICENSOR and LICENSEE shall meet and confer to coordinate the irrigation, rest, and grazing rotation schedule and to otherwise resolve any questions or disputes arising out of the interpretation or performance of this Agreement. In the event that LICENSOR and LICENSEE cannot agree upon an acceptable schedule or resolution after reasonable efforts have been made to negotiate, the decision of LICENSOR shall be final.

10. LICENSOR shall provide, maintain, and control all District irrigation facilities, appurtenances, and improvements in and on the License Area. Any damage to District irrigation facilities caused by LICENSEE, including but not limited to damage caused by any livestock owned or livestock maintenance activities conducted by LICENSEE, shall be reported to LICENSOR promptly and repaired by LICENSOR at LICENSEE's sole cost and expense. LICENSEE agrees that the cost to repair or correct any damage to

LICENSOR's irrigation system, sprinkler standpipes, plant, fences, or equipment caused by or arising out of LICENSEE's use of the License Area will be borne by LICENSEE. LICENSOR shall invoice LICENSEE for such costs and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

11. LICENSEE shall be solely responsible for routine inspections of the License Area and maintenance of fences within or immediately surrounding the License Area, maintenance of the pasture and grasses, the control of grazing activities, keeping LICENSEE's livestock contained within the perimeter fencing of the License Area, and for promptly responding to and retrieving any livestock that escape the perimeter fencing and/or License Area. In the event of any emergency instance, including but not limited to the escape of livestock, LICENSEE shall respond and commence taking corrective action within one (1) hour of discovery or notification of the incident. LICENSEE shall be responsible for coordinating with LICENSOR to control and/or remove any undesired vegetation growing within or on the License Area including, but not limited to, thistle and black berries. Notwithstanding the foregoing, LICENSEE shall not cut or remove any trees in or on the License Area without the prior written consent of LICENSOR.

12. LICENSEE shall be solely responsible for providing water to any livestock to drink. LICENSEE may request from time to time that LICENSOR fill troughs in or on the License Area with water provided by LICENSOR. LICENSOR shall have sole and absolute discretion to determine whether to grant any such request based on the availability of District resources and any other factors LICENSOR deems relevant. In the event LICENSOR agrees to provide such water supply services, LICENSEE shall reimburse LICENSOR for all costs incurred in connection with such water supply services on a time and materials basis. LICENSOR shall invoice LICENSEE for such costs and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

13. LICENSEE is responsible for managing any dead livestock on or in the License Area. LICENSEE shall obtain LICENSOR's prior approval for disposal activities involving digging, burning, burial, or any other ground-disturbing action. Natural decomposition of individual animals may occur without notice to LICENSOR, provided that such decomposition does not create or constitute an environmental hazard, health or safety risk, nuisance condition, or otherwise violate applicable state, federal, and local laws or regulations. LICENSEE shall ensure that no unreasonable accumulation of carcasses occurs. Should LICENSEE fail to reasonably manage or dispose of carcasses in accordance herewith, LICENSEE hereby grants to LICENSOR the right to remove or otherwise maintain such carcasses and agrees to reimburse LICENSOR for the actual costs thereof. LICENSOR shall invoice LICENSEE for such costs, and LICENSEE shall pay all invoices within 30 days of receipt thereof. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

14. The License Area shall be used by LICENSEE solely for livestock grazing and such other activities as specifically approved in writing by LICENSOR. LICENSEE shall not utilize the License Area for any agricultural or other purposes not approved in writing by LICENSOR or for any other purpose that conflicts with the License Area's primary use as a wastewater disposal site by LICENSOR. LICENSEE shall not interfere with or impede LICENSOR's activities as a municipal sewer district. Hunting, trapping, or pursuit of wildlife Notwithstanding the foregoing, LICENSEE may trap, pursue, or use reasonable force

against a predatory animal that is actively preying upon or posing an immediate threat to LICENSEE's cattle within the License Area. by LICENSEE or its agents, guests, or invitees is expressly prohibited within the License Area; provided, however, that authorized depredation activities may be conducted by or under the authority of the California Department of Fish and Wildlife pursuant to an applicable depredation permit for the purpose of mitigating damage caused by feral pigs subject to LICENSOR's prior written consent. LICENSEE shall not interfere with or impede LICENSOR's activities as a municipal sewer district, including any such authorized depredation activities.

15. Livestock grazing shall be accomplished in a manner that is in accordance with generally accepted industry standards for pastureland management and in a manner reasonably satisfactory to LICENSOR. In the event that LICENSEE and LICENSOR cannot agree as to animal-unit loading or other agricultural practices, the Parties may request technical guidance from the Lake County Farm Advisors. Lake County Advisor's input shall be advisory only. Final decisions regarding management practices within the License Area shall rest solely with the LICENSOR in its sole discretion. LICENSEE agrees to comply with any requirements or directives issued by LICENSOR.

16. LICENSOR shall additionally retain the right to restrict or suspend grazing on irrigated pasture areas whenever, in LICENSOR's discretion, the soil moisture content is determined to be excessive or as otherwise needed for LICENSOR operations. Current livestock head count shall be made immediately available to LICENSOR upon request.

17. LICENSEE shall assume all risks of damage to its improvements and any appurtenances thereto, its livestock, and to any and all other personal property of LICENSEE or any property under the control of LICENSEE while upon or near the License Area. LICENSEE further agrees to indemnify, release (on behalf of itself, its heirs, executors, administrators, next of kin, successors, spouses, beneficiaries, personal representatives, and assigns), discharge, defend and hold harmless LICENSOR, its officials, officers, employees, agents, successors, and assigns, and the City of Lakeport, its officials, officers, employees, agents, successors, and assigns ("Licensor Indemnitees"), from any and all claims, liabilities, damages, attorney's fees, for loss or damage to property and for injury to or death of any person arising out of any and all activities conducted pursuant to this Agreement, including, but not limited to, the grazing and management of livestock and use of the License Area, by any person or entity, including, but not limited to LICENSEE, LICENSEE's contractors, subcontractors, officers, officials, directors, owners, employees, agents, guests, customers, invitees, and trespassers, excluding only therefrom liability arising from the sole active negligence or willful misconduct of LICENSOR. LICENSEE shall be responsible for any and all damage to LICENSOR's property as a result of the use of the License Area.

    LICENSEE acknowledges and agrees that its entering into this Agreement and carrying out the activities contemplated in or authorized by this Agreement is entirely voluntary and assumes all risks of personal injury, emotional distress, property damage, or any other damage or loss arising out of, resulting from, or in connection with, the License and use of the License Area. LICENSEE further acknowledges and agrees that the activities contemplated in or authorized by this Agreement could be an inherently dangerous activity. LICENSEE EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This hold harmless and indemnification obligation shall apply to all damages and claims for damages of every kind, suffered, or alleged to have been suffered by reason of any of the aforesaid events, regardless of whether or not LICENSOR has prepared, supplied, or approved plans or specifications submitted in connection with work to be performed in the License Area and irrespective of the grant of permission contained herein, LICENSOR's inspections of the work, or any other activity of LICENSOR in permitting such improvements or use of the License Area. Said indemnification shall remain in full force and effect irrespective of any limitation on the amount or the damages or compensation payable by or for LICENSEE under Worker's Compensation coverage, disability or other employee benefit acts, or the terms, applicability or limitations of any Worker's Compensation, property, casualty or liability insurance or coverages held by LICENSEE.

District shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend hereunder has arisen. This indemnification and the indemnification in Sections 19 and 2 7 shall survive termination of this Agreement for any reason.

18. LICENSEE, at its sole cost and expense, shall obtain and maintain insurance acceptable to the LICENSOR in a company or companies acceptable to the LICENSOR with a Best Rating of no less than A:VII. The required documentation of such insurance shall be furnished to the LICENSOR at the time of execution of this Agreement and annually thereafter. Without limiting LICENSEE's indemnification provided in this Agreement, LICENSEE shall take out and maintain at all times during the term of this Agreement, the following policies of insurance:

    a. Worker's compensation insurance to cover LICENSEE's employees as required by the Labor Code of the State of California. LICENSEE shall also cause all contractors, subcontractors and suppliers performing work in the License Area to also provide said Worker's Compensation coverage for all such contractors, subcontractors and suppliers employees. All Worker's compensation policies shall be endorsed with the provision that it will not be cancelled without first giving notice to LICENSOR. All such policies shall include the following language: "All rights of subrogation are hereby waived against the City of Lakeport Municipal Sewer District and the City of Lakeport, their officials, officers, agents, and employees, when acting within the scope of their appointment or employment".

    b. Commercial General Liability insurance including bodily injury and property damage insurance for all activities of the LICENSEE, its officers, partners, directors, employees, and agents, arising out of or in connection with this Agreement or the use of the License Area, written on a commercial general liability form, including, but not limited to, Broad Form Property Damage, blanket contractual, completed operations, vehicle coverage, products liability and employers non-ownership liability coverage in an amount no less than Two Million Dollars ($2,000,000.00) combined, single limit personal injury and property damage for each occurrence. Each such policy shall be enforced with the following language:

i. The City of Lakeport Municipal Sewer District and the City of Lakeport and their officials, officers, agents, and employees are named as additional insureds for all liability arising out of the work/operations by or on behalf of the named insured, and this policy protects the additional insured, their officials, officers, employees and agents against liability for personal injury, death or property damage or destruction arising in any respect, directly or indirectly, out of the performance of this Agreement.

ii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

iii. The insurance provided herein is primary and no insurance held or owned by LICENSOR or the City of Lakeport shall be called upon to contribute to a loss.

iv. The coverage provided by this policy shall not be cancelled without thirty (30) days prior written notice given to the City of Lakeport Municipal Sewer District.

c. Each policy, or a certificate of the policy, shall be deposited with LICENSOR at the commencement of the term of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy. LICENSEE shall provide evidence of said insurance by completing and having signed, by the appropriate official, the certificate and endorsements on forms acceptable to the Licensor, with language at least as broad as ISO Forms CG 00 01 and CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 as well as CG 20 01 04 13.

d. Any deductible or self-insured retentions must be declared to and approved by LICENSOR. At the option of LICENSOR, the LICENSEE shall cause the insurer to reduce or eliminate such deductible or self-insured retention as respects LICENSOR.

e. LICENSEE shall waive all rights of subrogation against the LICENSOR and the City of Lakeport to the extent permitted by law and shall obtain endorsements to effectuate such waiver where applicable.

f. Failure to maintain acceptable insurance shall be cause for immediate termination of this Agreement. LICENSOR may at its discretion purchase insurance as listed herein. LICENSEE agrees to reimburse LICENSOR for the cost thereof within 30 days after receipt of an invoice. If such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

19. This Agreement may be terminated as follows:

a. By mutual consent of the Parties;

b. Either party may terminate this Agreement without cause at any time by providing the other party 6 months' written notice thereof;

c. LICENSOR may terminate this Agreement immediately upon written notice to LICENSEE for failure to comply with the terms and conditions of this Agreement, if LICENSEE fails to cure such failure or deficiency within 30 days after LICENSOR provides written notice thereof to LICENSEE;

d. LICENSOR may terminate this Agreement immediately upon written notice to LICENSEE if LICENSOR determines that termination is necessary for the preservation of the public health, safety, and/or welfare.

Upon termination of this Agreement for any reason, LICENSEE shall pay to LICENSOR the pro-rated portion of the License Fee accruing from the last payment date through the effective date of termination. LICENSEE shall pay this prorated License Fee within 30 days of the effective date of termination. If such prorated License Fee is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

If terminated by LICENSOR, it is agreed that as additional consideration for inducing the LICENSOR to make the License Area available to LICENSEE as set forth herein, that no damages including, but not limited to, severance damages, condemnation damages, and/or inverse condemnation damages shall be recoverable by LICENSEE.

Upon termination of this Agreement, LICENSEE shall, at its sole cost and expense, restore the License Area to the condition it was in as of the Effective Date, reasonable wear and tear excepted, if required by LICENSOR and with the exception of any improvements desired to be retained by LICENSOR. LICENSEE agrees to effect such removal and/or restoration work within 30 days of receipt of written notice to do so from LICENSOR . Said notice from LICENSOR shall describe any improvements desired to be retained by LICENSOR. Should LICENSEE fail to restore the License Area in accordance with the notice provided by LICENSOR, LICENSEE hereby grants to LICENSOR the right to restore the License Area and agrees to reimburse LICENSOR for the actual costs thereof. LICENSOR shall invoice LICENSEE for such costs, and LICENSEE shall pay all invoices within 30 days of receipt thereof and, if such invoice is not so paid, the remaining balance shall accrue interest at the rate of 10% per year until paid.

LICENSEE hereby waives any and all claims against LICENSOR for any and all damage or injury done to any personal property of LICENSEE caused as a result of the restoration and/or removal described in the immediately preceding paragraph and LICENSEE indemnifies and holds LICENSOR harmless for any and all such damages or injuries.

20. Notice is hereby given that this Agreement may create a possessory interest subject to taxation. Pursuant to Cal. Revenue & Taxation Code section 107.6, LICENSEE is hereby notified that it may be subject to the payment of property taxes levied on such interest.

21. This License does not constitute a lease, but constitutes a mere revocable, non-exclusive license. LICENSEE is limited to the use of the License Area for the uses expressly and specifically described above. The Parties disclaim any interest that when coupled with the License herein granted would render it irrevocable or exclusive.

22. The waiver by either party of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

23. Time is of the essence in this Agreement.

24. The License granted herein is personal to the LICENSEE, and any attempt to assign or transfer same without LICENSOR's prior written consent shall be void and of no effect.

25. LICENSEE'S administrator and principal point of contract shall be [insert name], who shall have direct responsibility for management of LICENSEE's performance under this Agreement. Any and all notices and demands required or permitted to be given hereunder, shall be in writing and shall be served personally and/or by certified mail, return receipt requested, to the following addresses (or to such other addresses as the Parties may, from time to time, designate in writing):

If to LICENSOR: City of Lakeport Municipal Sewer District
Attention: Paul Harris
225 Park St.
Lakeport, CA 96453

If to LICENSEE: [Insert]

26. Each individual executing this Agreement on behalf of a corporation or other private entity hereby represents and warrants and that he/she is duly authorized to execute this Agreement on behalf of the corporation and/or entity.

27. LICENSOR is not, and shall not be considered a partner or joint venture with LICENSEE or the City of Lakeport by reason of this Agreement. Under no circumstances shall LICENSEE or its employees look to LICENSOR or the City of Lakeport as an employer. LICENSEE shall not be entitled to any benefits. LICENSOR makes no representation as to the effect of this independent contractor relationship on LICENSEE's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and LICENSEE specifically assumes the responsibility for making such a determination. LICENSEE shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes. In the event that LICENSEE or any employee, agent, or subcontractor of LICENSEE performing under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LICENSOR and/or the City of Lakeport, LICENSEE shall indemnify, defend, and hold harmless LICENSOR and/or the City of Lakeport for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of LICENSEE or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LICENSOR and/or the City of Lakeport.

28. In the event that either party is required to bring an action to enforce or interpret terms and conditions of this Agreement, the prevailing party shall be entitled to payment of its attorney's fees and all costs, as well as expert witness fees.

29. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. Any and all modifications concerning this Agreement shall be in writing and signed by the parties hereto.

30. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County of Lake.

31. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

32. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

33. This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). LICENSEE shall disclose any contribution to an elected or appointed City of Lakeport or District official's campaign or committee in an amount of more than five hundred dollars ($500) made within 12 months preceding the Effective Date, by LICENSEE, its, her, or his agent, or another party affiliated with LICENSEE. LICENSEE shall provide a signed copy of the Campaign Contribution Disclosure Form, attached hereto as Exhibit "B" and incorporated herein by reference, to LICENSOR prior to, or concurrent with, LICENSEE's execution of this Agreement and no later than the Effective Date.

34. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSOR
City of Lakeport Municipal Sewer District

By: _____

Its: Board Chair

Date: _____

LICENSEE

By: _____

Its: _____

Date: _____

ATTEST

By: _____

Clerk of the Board

Date: _____

Approved as to form

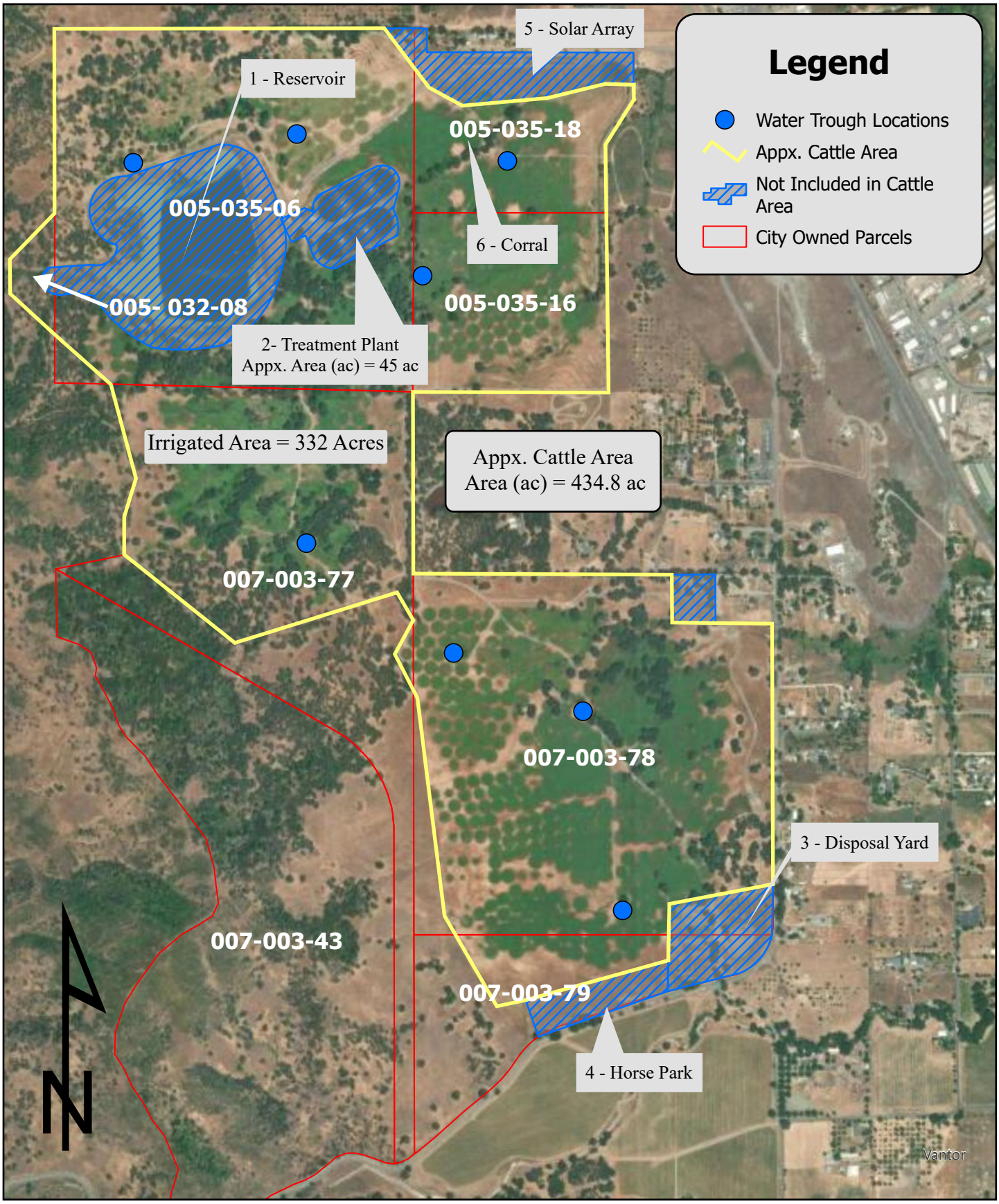
By: _____

City Attorney

Date: _____

EXHIBIT A
[MAP OF LICENSE AREA]

Cattle Lease Exhibit A



Map Prepared for City of Lakeport
Public Works Department by
RSA+, Lakeport, CA
GISRequest@rsacivil.com

0 550 1,100 2,200 Feet

1 inch equals 1,250 feet

EXHIBIT B
[CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS]

EXHIBIT B

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Agencies are subject to the campaign disclosure provisions in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the District.

1. No District board member or commissioner shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the District. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a District proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any board member or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a District proceeding shall make a contribution of more than $500 to a board member or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District. No agent to a party or participant shall make a contribution in any amount to a board member of commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District.

3. Prior to rendering a decision on a District proceeding, any board member or commissioner who received contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any board member or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that board member or commissioner shall be permitted to participate in the proceeding.

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[1] "Party" is any person who files an application for, or is the subject of, a proceeding.

[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

[3] "Agent" is a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the District for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than $500 has been made by you or your agent to a board member or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

CAMPAIGN CONTRIBUTION DISCLOSURE

(a) Document:

- □ License
- □ Lease
- □ Permit
- □ Franchise
- □ Other Contract
- □ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than $500 to any board member or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of board member or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by District:
Document No:
_____

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Redevelopment Successor Agency ☐
Lakeport Industrial Financing Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: Utilities Update – Water & Wastewater Projects	**MEETING DATE:** 7/21/2026
SUBMITTED BY: Paul Harris, Utilities Director	
PURPOSE OF REPORT: ☒ Information only ☐ Discussion ☐ Action Item	

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:
This is an informational only item providing an update on current and future CIP projects for the water and sewer enterprise funds.

BACKGROUND/DISCUSSION:

The City of Lakeport operates and maintains the water and wastewater infrastructure within the city limits. The following presentation has been prepared to provide an overview of our CIP projects as well as provide an update on future capital projects associated with each system.

FISCAL IMPACT:

☒ None ☐ Budgeted Item? ☐ Yes ☐ No

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

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

COUNCIL PRIORITIES:

☒ Priority #1: Public Safety & Crisis Response
☒ Priority #2: Disaster Resiliency
☒ Priority #3: Good Governance & Fiscal Stability
☒ Priority #4: Capital Infrastructure Improvement
☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods
☐ Priority #6: Economic Development

SUGGESTED MOTION:

None – This is an informational only item

☒ **Attachments:** 1. Utilities Overview Slideshow Presentation 7/21/2026

City of Lakeport – Utilities Project Update



Progress and improvements in city utility services – 7/21/2026

Groundwater Wells Replacement



- Scotts Creek Wells
- Seasonal Limitations
- Dudek Engineering
- Well Site Evaluation
- Surface Resistivity
- Three Test Drill Locations – Lithologic Logging
- Test Well #2 – Temporary Test Well
- Pump Testing
- Next Steps

Green Ranch Well Rehabilitation

- Pump Removal/TV Inspection
- Findings
- Next Steps



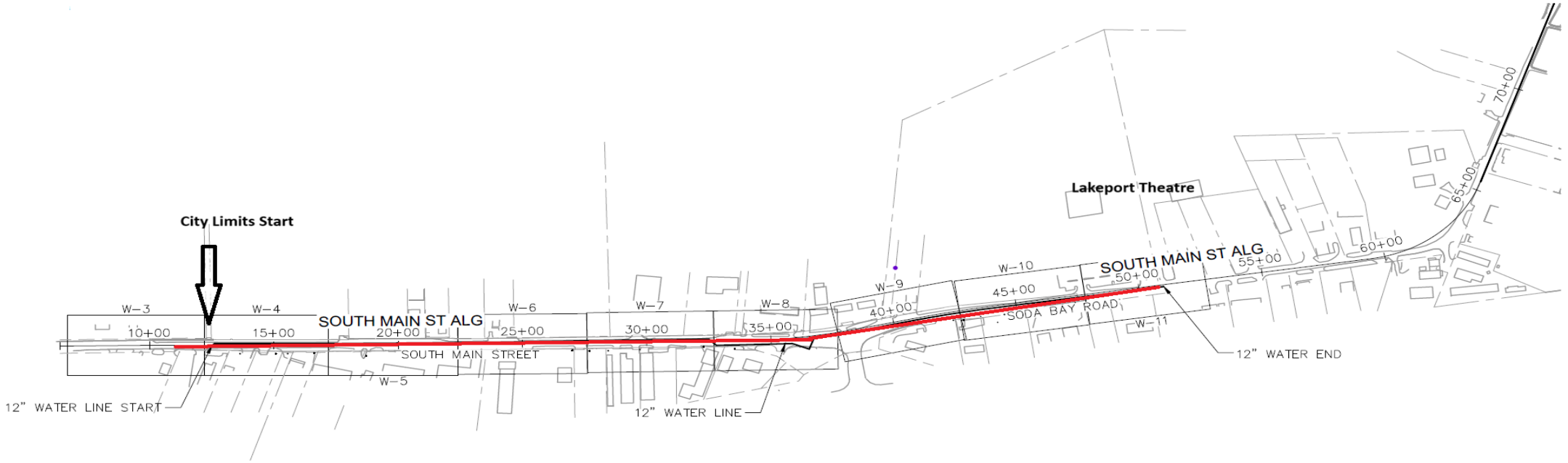


Sodium Hypochlorite Upgrade – CLMSD

- Piazza Construction
- Replacing chlorine gas with Sodium Hypochlorite (Bleach)
- Two 5,500 gallon tanks and containment area
- Improved operation – increased dosage range and control
- Anticipated Completion – October 2026

South Main Water Pipeline Design

- Consor Engineering
- Currently in final review
- Design completion 8/27/26
- Estimated project duration – Joint trenching completed by 6/2028. Waterline and road construction complete by Sept 2029



Water Fund Projects – Next Five Years

- Drill and Equip 900 GPM Well
- Rehabilitate the Clearwell at SWTP
- Replace Ozone Generator
- Replace GAC Train 2
- Recoat Packages/Replace Filter Media
- Replace approximately 6,350 Feet of Water Main
- Misc. SCADA/Computer Upgrades



Sewer Fund Projects – Next Five Years



- Upgrade Headworks/Mechanical Screen
- Vac Combo
- Replace Approximately 4,000 Feet of Main
- Main Line Repairs – Slip line
- Manhole Rehabilitation/Replacements
- Lift Station Bypass Connections
- Misc. SCADA/Computer Upgrades

Utility Rate Study and Implementation

- Willdan Financial Services
- Data Collection
- Rate Models
- Prop 218
- New Rate Implementation



THANK YOU
Questions?
City of Lakeport Utilities Department

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE: 2026 Weed Abatement Program Overview	**MEETING DATE:** 7/21/2026
SUBMITTED BY: Bethany Moss Childers, Chief Building Official	
PURPOSE OF REPORT: ☒ Information only ☐ Discussion ☐ Action Item	

BACKGROUND: The City of Lakeport's annual Weed Abatement and Hazardous Vegetation Program is intended to reduce wildfire hazards, protect life and property, and improve community safety through proactive vegetation management and code enforcement. The program focuses on identifying combustible vegetation and hazardous conditions that increase the potential for fire ignition and spread, particularly during California's fire season.

The City's authority for hazardous vegetation enforcement is derived from Lakeport Municipal Code Chapter 8.28 and Section 15.04.010, which adopts the California Building Code, including the California Fire Code and the California Wildland-Urban Interface Code. Enforcement efforts also support defensible space principles and promote the reduction of wildfire fuel adjacent to structures.

DISCUSSION: Each spring, Community Development staff conducts citywide inspections to identify properties with hazardous vegetation or other fire-related nuisances. Courtesy notices are mailed to property owners encouraging voluntary compliance before formal enforcement action is initiated.

Consistent with the City's enforcement priorities, staff has focused on conditions that present the greatest wildfire risk, including:

- Dry grasses and combustible vegetation capable of igniting and threatening structures;
- Vegetation physically contacting buildings, including walls, eaves, rooflines, decks, and other structural elements;
- Dead or dying vegetation presenting an immediate ignition hazard;
- Tree limbs within ten (10) feet of chimneys or stovepipes; and
- Ladder fuels that create a direct pathway for fire to spread from ground vegetation into tree canopies and ultimately to structures.

This targeted approach provides a consistent and objective enforcement standard while addressing those conditions that pose the greatest threat to public safety.

The City continues to emphasize voluntary compliance through education and outreach before utilizing formal enforcement measures. Property owners are provided the opportunity to correct violations before citations or additional enforcement actions are pursued.

To note, during the initial implementation of the 2026 Weed Abatement Program, some residents expressed confusion regarding the City's expectations for trees and vegetation located near residences. In response, staff evaluated the concerns raised and provided additional public communication clarifying the City's enforcement priorities.

While the California Fire Code requires the removal of vegetation capable of being ignited and endangering property, the City's primary compliance efforts with respect to trees are focused on vegetation that is physically contacting a structure—including walls, rooflines, eaves, decks, or other structural elements—or that otherwise contributes to ladder fuel conditions that create a direct pathway for fire to spread from dry grasses and ground vegetation, into shrubs and trees, and ultimately to homes and neighboring properties.

This approach reflects the City's objective of concentrating enforcement resources on those conditions that present the greatest wildfire risk while continuing to encourage all property owners to maintain defensible space and healthy vegetation around their homes.

2026 PROGRAM STATISTICS:

(Program activity beginning May 1, 2026)

Activity	Total
Courtesy Notices Mailed (estimated)	Approximately 2,000
Total Weed Abatement Cases Opened	303
Completed Cases	257
Active Cases	46
First Notices to Abate Issued	303
Second Notices to Abate Issued*	18
Administrative Citations Issued	15
Citation Payments Received	1

*Second Notices continue to be issued as staff completes the first round of re-inspections. These totals are expected to increase as inspections progress.

To date, approximately **85 percent** of all weed abatement cases have been voluntarily corrected or otherwise brought into compliance (257 of 303 cases), demonstrating a strong level of cooperation from the community and the effectiveness of the City's educational outreach efforts.

ENFORCECMENT PROCESS: The City's enforcement process is designed to encourage voluntary compliance while ensuring hazardous conditions are addressed in a timely manner.

The general process includes:

1. Citywide inspections and identification of hazardous vegetation.

2. Courtesy notices encouraging voluntary compliance.
3. Issuance of a formal Notice to Abate when violations remain.
4. Re-inspection of the property following the compliance period.
5. Issuance of a Second Notice to Abate, when necessary.
6. Administrative citations or City abatement for continued non-compliance, consistent with applicable municipal code provisions.

This graduated approach provides property owners multiple opportunities to correct violations while allowing the City to address properties that continue to present fire hazards.

COMMUNITY BENEFITS: The 2026 Weed Abatement and Hazardous Vegetation Program provides several important community benefits, including:

- Reducing wildfire ignition potential.
- Improving defensible space around homes and businesses.
- Limiting ladder fuels that allow fire to spread into tree canopies and structures.
- Protecting firefighters by improving access and reducing fire intensity.
- Enhancing neighborhood appearance and reducing nuisance conditions.
- Promoting community awareness regarding wildfire preparedness and property maintenance responsibilities.

CONCLUSION: The Community Development Department continues to make significant progress in reducing hazardous vegetation throughout the City. Through proactive inspections, community outreach, and consistent enforcement, staff has achieved a voluntary compliance rate of approximately 85 percent while focusing enforcement efforts on those conditions presenting the greatest wildfire risk.

As the fire season continues, staff will complete re-inspections, issue additional Second Notices where necessary, and continue working with property owners to achieve compliance. These efforts remain an important component of the City's overall wildfire preparedness strategy and commitment to protecting the health, safety, and welfare of the Lakeport community.

RECOMMENDATION: Receive and file the 2026 Weed Abatement and Hazardous Vegetation Program update.

COUNCIL PRIORITIES:


☒ Priority #1: Public Safety & Crisis Response

☒ Priority #2: Disaster Resiliency


☐ Priority #3: Good Governance & Fiscal Stability


☐ Priority #4: Capital Infrastructure Improvement


☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods


☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

None – this is informational only

CITY OF LAKEPORT

City Council ☒
City of Lakeport Municipal Sewer District ☐
Lakeport Industrial Development Authority ☐
Municipal Financing Agency of Lakeport ☐

STAFF REPORT

RE:	Silveira Community Center ADA Upgrades – Design Professional Services Agreement	**MEETING DATE:**	07/21/2026
SUBMITTED BY:	Ron Ladd, Public Works Director		
PURPOSE OF REPORT:	☐Information only ☐ Discussion ☒Action Item		

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Authorize the City Manager to negotiate and execute a Professional Services Agreement with Studio W Architects for design of the Silveira Community Center ADA Upgrades, in an amount not to exceed $169,375, funded entirely by CDBG-MIT RIP Grant No. 18-MITRIP-23008.

BACKGROUND:

The City of Lakeport was awarded a Community Development Block Grant – Mitigation Resilient Infrastructure Program (CDBG-MIT RIP) grant of $1,274,020 (Grant No. 18-MITRIP-23008, Federal Award ID: B19DT060001) administered by the California Department of Housing and Community Development (HCD) with funding from HUD. The grant funds ADA accessibility upgrades to the Silveira Community Center, located at 500 North Main Street, including restroom renovation, plumbing, lighting, flooring, exterior ramps, accessible parking, and related improvements.

Following a competitive RFQ process (RFQ No. 26-01, issued April 2, 2026), of the 2 proposals submitted, staff selected Studio W Architects based on their demonstrated qualifications, prior work on the facility (2023 Conceptual Design/Feasibility Study), and experience with federally funded public agency projects. The negotiated design fee is $169,375, within the grant's $175,127 Engineering and Design budget allocation.

DISCUSSION:

The Silveira Community Center is a City-owned public facility providing space for social, recreational, educational, and cultural activities, and serving as an emergency refuge center. The existing facility lacks ADA-compliant ingress/egress access and contains outdated, inaccessible restroom facilities that do not meet current Americans with Disabilities Act (ADA) standards or California Building Code (CBC) requirements.

Studio W Architects will provide full architectural design services including: Environmental Compliance/Radon & Hazmat Testing; Design Development; Plans and Specifications; Bidding Assistance; and Construction Phase Support. Studio W estimates that the design will be completed by December 2026, with construction commencing spring of 2027.

CEQA:

A Notice of Exemption (NOE) for this project was filed with the Lake County Clerk and the California Office of Planning and Research on July 16, 2025 (Lake County Case No. 2025-059). The project is categorically exempt from CEQA review pursuant to Class 1 (Section 15301 – Minor Alterations of Existing Public Facilities) and Class 2 (Section 15302 – Replacement or Reconstruction) exemptions. All work will occur within the existing building footprint or adjacent paved/hardscaped areas, with no expansion of building area or disturbance to undeveloped land. The approval of the Professional Services Agreement for design services is consistent with the filed NOE and does not require additional CEQA review.

OPTIONS:

1- (Recommended): Approve the recommended motion to authorize the City Manager to execute the Professional Services Agreement with Studio W Architects in an amount not to exceed $169,375.
2- Direct staff to re-negotiate terms or scope with Studio W Architects prior to authorization. This option risks delay relative to the grant's mandatory performance milestones.
3- Decline to proceed with Studio W Architects and re-initiate the qualification process. This option would create significant schedule delays inconsistent with the grant Agreement milestones and could jeopardize grant compliance.

FISCAL IMPACT:

☐ None ☒ $169,375 Budgeted Item? ☒Yes ☒ NoBudget Adjustment Needed? ☐Yes ☒ No

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☒ Other:

This project is entirely funded by the 2018 Community Development Block Grant – Mitigation Resilient Infrastructure Program (CDBG-MIT RIP)

COUNCIL PRIORITIES:

☒ Priority #1: Public Safety & Crisis Response
☐ Priority #2: Disaster Resiliency
☐ Priority #3: Good Governance & Fiscal Stability
☐ Priority #4: Capital Infrastructure Improvement
☐ Priority #5: Safe, Sustainable & Attractive Neighborhoods
☐ Priority #6: Economic Development

SUGGESTED MOTIONS:

Move to authorize the City Manager, to negotiate and execute a Professional Services Agreement with Studio W Architects for design services for the Silveira Community Center ADA Upgrades, in an amount not to exceed $169,375, funded by CDBG-MIT RIP Grant No. 18-MITRIP-23008, and to take such other actions as necessary to implement and administer the Agreement consistent with all applicable grant requirements.

☒ **Attachments:**
1. Draft Professional Services Agreement with Federal Provisions
2. Studio W Architects Statement of Qualifications, dated May 6, 2026
3. Studio W Architects Proposed Fee Schedule, dated June 10, 2026
4. CDBG-MIT RIP Grant Agreement Exhibit F (Grant No. 18-MITRIP-23008)

PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS

(City of Lakeport / *Studio W Architects*)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lakeport, a California municipal corporation ("City"), and Studio W Architects, a California corporation ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: civil engineering, architectural design and environmental testing.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3 Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 "Agreement Administrator": The Agreement Administrator for this project is Ty Yurkovic. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The

Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3.2 "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 "Commencement Date": [date].

3.4 "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.5 "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is One Hundred Sixty Nine Thousand Three Hundred Seventy Five Dollars and Zero Cents ($169,375.00).

3.6 "Scope of Services": Such professional services as are set forth in Consultant's May 6, 2026 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.7 "Termination Date": [date].

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

5.1 Services. Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Coordination with City. In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3 Budgetary Notification. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4 Business License. Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5 Professional Standards. Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6 Avoid Conflicts. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.7 Campaign Contributions. This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed City official's campaign or committee in an amount of

more than five hundred fifty dollars ($500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form, Exhibit C, to City prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.

5.8 **Multi-Phased Projects**. Pursuant to Government Code section 1097.6, Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant, if any, pursuant to this Agreement.

5.9 **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ty Yurkovic shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

5.10 **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.11 Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.12 Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.13 Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

5.14 Federal Funding Requirements. This Agreement is funded in whole or in part with federal Community Development Block Grant – Mitigation (CDBG-MIT) funds administered by the California Department of Housing and Community Development (HCD). Consultant agrees to comply with all applicable federal statutes, regulations, executive orders, and guidance, including but not limited to 2 CFR Part 200 and 24 CFR Part 570. Consultant further agrees that all applicable provisions set forth in Exhibit D (Federal Terms and Conditions) are incorporated into this Agreement and are binding as if fully set forth herein.

5.15 Unique Entity Identifier (UEI) and SAM Registration. Consultant shall maintain an active registration in the System for Award Management (SAM) (www.sam.gov) throughout the term of this Agreement, including

a valid Unique Entity Identifier (UEI). Consultant shall ensure that its SAM registration remains current and active, with accurate information, at all times during the performance of this Agreement. Consultant shall not be debarred, suspended, or otherwise excluded from participation in federally funded programs. The City reserves the right to verify Consultant's registration and eligibility status prior to contract execution and at any time during the term of this Agreement. Failure to maintain an active SAM registration and UEI, or loss of eligibility to participate in federally funded programs, may result in suspension of payments or termination of this Agreement. Consultant shall not use any subconsultant who is not registered with a UEI.

6. SUBCONTRACTING

6.1 General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2 Consultant Responsible. Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3 Contract Provisions. Consultant shall ensure that all subcontracts include all applicable federal provisions required under this Agreement, including but not limited to those contained in Exhibit D. Consultant shall be responsible for ensuring subcontractor compliance with all federal requirements.

6.4 Identification in Fee Schedule. All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

6.5 SAM Registration. All subconsultants shall maintain an active registration in the System for Award Management (SAM) (www.sam.gov) throughout the term of this agreement, including a valid Unique Entity Identifier (UEI).

7. COMPENSATION

7.1 General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2 Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3 Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4 Disputes. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5 Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6 City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7 Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall

have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

10.1 General. Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2 No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3 Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement

benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4 Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

11.1 Definitions. For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.

11.2 Consultant to Indemnify City. Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to

the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

11.3 Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole negligence, active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

11.4 Attorneys' Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 Defense Deposit. The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11.9 Civil Code. The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

12.1 Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2 Documentation of Insurance. City will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: *ADA Upgrades-Silveira Community Center*

- Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.

- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3 Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance:	$2,000,000 per occurrence, $4,000,000 aggregate
• General Liability:	
• General Aggregate:	$4,000,000
• Products Comp/Op Aggregate	$4,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$ 100,000
• Medical Expense (any 1 person)	$ 10,000
• Workers' Compensation:	
• Workers' Compensation	Statutory Limits
• EL Each Accident	$1,000,000
• EL Disease – Policy Limit	$1,000,000
• EL Disease – Each Employee	$1,000,000
• Automobile Liability	
• Any vehicle, combined single limit	$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum

limits of coverage of any insurance policy or proceeds available to the named insured

12.4 General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5 Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6 Automobile Liability Insurance. Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

12.7 Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8 Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9 Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of Lakeport must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10 Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11 Notices. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Lakeport, Attn: Risk Manager, 225 Park Street, Lakeport, California 95453.

12.12 Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers,

employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13 Waiver of Subrogation. Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

12.14 Report of Claims to City. Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15 Premium Payments and Deductibles. Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16 Duty to Defend and Indemnify. Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1 City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2 Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection

with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Ron Ladd
City of Lakeport
Public Works Director
225 Park Street
Lakeport, CA 95453
Telephone: (707) 263-5615
rladd@cityoflakeport.com

With courtesy copy to:

Mackenzie D. Anderson, Esq.
Lakeport City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

If to Consultant

Brian Whitmore
111 Mission Ranch Blvd, Suite 100
Chico, CA 95926
Telephone: (916) 626-1303
BrianW@StudioW-Architects.com

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.13 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive

the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1 City Termination. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2 Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3 Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4 Remedies. City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2 Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3 Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4 Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6 No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this Agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

18.1 Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2 Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this

Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3 Non-assignment. Both parties shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the other party's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4 Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

18.5 No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6 Time of the Essence. Time is of the essence for each and every provision of this Agreement.

18.7 Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and

selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8 Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9 Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10 Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11 Conflicting Terms. In the event of any conflict between this Agreement and Exhibit D, the strictest level of requirements shall control.

18.12 Attorneys' Fees. In the event of a dispute arising out of the terms of this Agreement, including any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses.

18.13 Venue. The venue for any litigation shall be Lake County, California and Consultant hereby consents to jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.14 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

18.15 Recitals. The Recitals are incorporated by this reference.

[Signature page follows]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City" City of Lakeport	"Consultant" Studio W Architects
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____
Attest:	
	By:_____ *Signature*
By:_____ Kelly Buendia, City Clerk	Printed:_____
Date:_____	Title:_____
	Date:_____

Approved as to form:

By:_____
Mackenzie Anderson, City Attorney

Date:_____

“EXHIBIT A”

SCOPE OF WORK

“EXHIBIT B”

APPROVED FEE SCHEDULE

“EXHIBIT C”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

1. No City councilmember or commissioner shall accept, solicit, or direct a contribution of more than $500 from any party,[1] financially interested participant,[2] or agent[3] while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a City proceeding shall disclose on the record of the proceeding any contribution of more than $500 made to any councilmember or commissioner by the party, or agent, during the preceding 12 months. No party to or participant in a City proceeding shall make a contribution of more than $500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City. No agent to a party or participant shall make a contribution in any amount to a councilmember of commissioner during the proceeding and for 12 months following the date a final decision is rendered by the City.

3. Prior to rendering a decision on a City proceeding, any councilmember or commissioner who received contribution of more than $500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any councilmember or commissioner receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that councilmember or commissioner shall be permitted to participate in the proceeding.

[1] "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

[2] "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

[3] "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the City for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than $500 has been made by you or your agent to a councilmember or commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current City councilmembers and commissioners are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- □ License
- □ Lease
- □ Permit
- □ Franchise
- □ Other Contract
- □ Other Entitlement

Name and address of any party, participant, or agent who has contributed more than $500 to any councilmember or commissioner within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount $ _____

Date _____ Amount $ _____

Date _____ Amount $ _____

(c) Name of councilmember or commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____

To be completed by City:

Document No: _____

“EXHIBIT D”

FEDERAL TERMS AND CONDITIONS

FEDERAL TERMS AND CONDITIONS:
During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:
The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). The CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:
The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractor*s* shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:
During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor with comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the

grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:
Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:
   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
   v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):
Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS: Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part *5,* Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority- focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: http://www.dot.ca.eov/hq/bep, or via mail at: D/M/WBE Listing for County, CalTrans - Publications

Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.



SOQ

CITY OF LAKEPORT

Statement of Qualifications for ADA Upgrades-Silveira Community Center

Submitted by Studio W Architects
May 6, 2026

STUDIO W
ARCHITECTS

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Separate File





4.1

COVER LETTER

May 6, 2026

STUDIO W
ARCHITECTS

Olivia Grupp
Project Manager
City of Lakeport
225 Park Street
Lakeport, CA 95453
ogrupp@cityoflakeport.com

Subject: **Statement of Qualifications for ADA Upgrades-Silveira Community Center**

Dear Ms. Grupp & Members of the Selection Committee,

On behalf of **Studio W Architects,** it is my pleasure to present our proposal to the **City of Lakeport** for improvements to the **Silveira Community Center** as a result of receiving recent federal grant monies. Our experience working with the City and knowledge of the facility, coupled with the resources necessary to complete the design work, make us an excellent choice for the City in this selection process.

Beginning in 2021, Studio W began working with the **City of Lakeport,** the **City of Clearlake** and **Lake County** to develop a feasibility study for future recreation and indoor pool facilities (completed in 2022). This led to a partnership between Studio W and these entities that culminated in improvements to the City of Clearlake's City Hall (completed in 2023) and the study for the City of Lakeport's Silveira Community Center (also completed in 2023). Not only are we very familiar with the Center, but we have proven that our responsiveness and attention to clients in the Lake County region can help them realize their facility goals. This has since lead to additional partnerships with **Lake County Tribal Health Consortium,** with whom we began working on facilities improvements in Lakeport starting in 2025.

We understand the key to success of this project is to maintain as much scope as possible within the confines of the federal grant. Given our knowledge of the facility and hard work in serving clients such as the City of Lakeport in the past, we are confident we can deliver. Not only have we physically observed the interior and exterior conditions of the building, but we intimately understand the vision and goals for this facility in the future.

If you have any questions regarding our approach, schedule or fee, please do not hesitate to ask. We appreciate the opportunity to continue our work with the City of Lakeport.

Sincerely,

Brian Whitmore, AIA, LEED AP
CEO, Principal-in-Charge
916.626.1303 c | BrianW@StudioW-Architects.com
Authorized Representative

Studio W is in receipt of Addena 1 and 2, both released April 28, 2026.



4.2 EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

4.2



Lake County Tribal Health Southshore Clinic | Clearlake, CA

Given the knowledge and experience in conceptual design for the Silveira Community Center in the past, Studio W will be able to "hit the ground running" with project initiation and verification for the City's ADA Upgrades Project. While some work has already been completed and it's likely that program and City staff have changed since then, we have a strong sense of the community's needs plus a proven track record in meeting budgets and schedules for public works projects of all kinds.

This project will be led by **Ty Yurkovic,** a seasoned project manager who serves as a client leader for our firm out of our Chico office. Currently, Ty is working with Lake County Tribal Health Consortium and is in the Lakeport region frequently, making it easy for him and his team to provide design and construction phase support, as may be necessary.

Key considerations for the success of this project include ensuring the total project costs (both hard and soft) is maintained within the confines of the federal grant; the work designed meets the requirements of that grant; and that the radon and hazardous material testing, if actionable, have cost effective recommendations for action. Our schedule is **aggressive but realistic, in achieving a goal of 33 weeks for project occupancy** so the community may quickly and effectively make improvements and enhance the community center for years to come.



4.3

RESPONDENT'S QUALIFICATIONS

RESPONDENT'S QUALIFICATIONS

4.3



Studio W's Sacramento Office

STUDIO W ARCHITECTS

Architecture

Established in 1989, **Studio W Architects** has extensive experience in the master planning, design, funding and construction administration of private and public works projects. With 37 employees across four offices in Chico, Sacramento, San Jose and Newport Beach, we are able to provide **full service architecture throughout California** and also enjoy close proximity to the regulatory agencies that govern these projects, including State and local jurisdictions.

Our expertise in the design of public works and commercial facilities has been developed over the firm's 37 years of history with successful delivery of over $6 billion in projects. **Studio W's experience encompasses projects of all types and sizes, from tenant improvements, space planning and modernizations, expansions, additions and complexes.** Our comprehensive approach to the architectural design process includes programming, master planning and project implementation. Additional service offerings include sustainability, program management, financial strategies and entitlements assistance.

Firm Information

» 111 Mission Ranch Boulevard
Suite 100
Chico, CA 95926

» 530.464.0360 p

» StudioW-Architects.com

Contacts

Brian Whitmore, AIA, LEED AP
Principal-in-Charge, CEO,
Proposal Contact
BrianW@StudioW-Architects.com
916.254.5602 o | 916.626.1303 c

Ty Yurkovic, AIA
Senior Project Manager, Associate
Principal, Project Contact
TyY@StudioW-Architects.com
530.464.0361 o | 530.774.6713 c



Harvard Square Tenant Improvement | Sacramento, CA

Services

Studio W provides comprehensive architecture, programming/planning and interiors services that go beyond building design. **We create environments where people learn, play, work, heal, collaborate and thrive.** Our award-winning designs are a reflection of the vision of the owners and users we work with throughout the project development process.

Programming & Planning

- Bond Program Management
- Community Outreach
- Cost Estimating
- Design Guidelines
- Design Workshops
- Design Standards
- Facilitating Public-Private Partnerships
- Facilities Existing Conditions & Needs Assessments
- Facilities Planning & Programming
- Feasibility/Scoping Studies
- Funding & Cash Flow Management
- Land Entitlements
- Master Planning
- Property Acquisition
- Site Planning
- Specifications

Architecture

- Agency Approvals & Coordination
- Budgeting & Cost Estimating
- Building Envelope
- Comprehensive Design (schematic design, design development, construction documents & bid assistance)
- Construction Administration
- Delivery Method Evaluation
- Life Cycle Analysis
- Pre-Construction Assistance
- Project Management
- Quality Assurance/Control
- Scheduling
- Site Analysis & Selection
- Site Survey & Testing Procurement
- Specifications
- State Funding/Eligibility Guidance
- Sustainable/LEED Design
- Value Engineering

Interiors

- Acoustics Design Services
- BOMA Calculations
- Food Service Design Services
- Furnishings, Fixtures & Equipment (FF&E) & Technology Procurement & Selections
- Interior Architecture
- Interior Finishes Selection
- Leasing Exhibit Assistance
- Space Planning
- Tenant Improvements
- "Test Fit" Space Layouts



Harvard Square Tenant Improvement | Sacramento, CA

General References

The hallmark of the Studio W Architects' design philosophy is the relationships we build with our clients. Truly understanding the needs, wants and motivations of our clients and their projects allows us to put forth great solutions. Our leaders are passionate about developing lasting relationships with the people with whom we work. This naturally lends itself to interactions built on trust, respect and reliability, resulting in outstanding customer service and satisfaction. We encourage you to contact the individuals below to provide a testament to Studio W Architects' innovative approach, quality service and ability to successfully meet project objectives, schedules and budgets.

City of Lakeport
Lakeport, CA
Nicholas Walker
Former Director of Finance
(now with the Town of Windsor)
707.838.5003
nwalker@townofwindsor.ca.gov
Reference for Studio W Architects & Cumming Group

Lake County Tribal Health Consortium
Lake County, CA
Steve Rugg
Project Manager
srugg@att.net
Reference for Studio W Architects & NorthStar

City of Clearlake
Clearlake, CA
Alan Flora
City Manager
aflora@clearlake.ca.us
707.994.8201 X116
Reference for Studio W Architects & Salas O'Brien

City of Roseville
Roseville, CA
Paul Richardson
Director
916.774.5276
PRichardson@roseville.ca.us
Reference for Studio W Architects

City of Stockton
Stockton, CA
Mike Niblock
Director
209.937.8266
mike.niblock@ci.stockton.ca.us
Reference for Studio W Architects & Cumming Group

Judicial Council of California
San Bernardino, CA
Kenneth Street
Project Manager, Facilities Services
Administrative Division
909.962.9047
Kenneth.Street@jud.ca.gov
Reference for Studio W Architects & Salas O'Brien

Gavden Development
Sacramento, CA
Patrick Molloy
President
916.358.9174
pmolloy@gavden.com
Reference for Studio W Architects

Barker Pacific Group
Roseville, CA
Mark Handin
Partner
213.624.1811
MHandin@BarkerPacific.com
Reference for Studio W Architects

Gabion REA International
Salman Mistry
Managing Director
917.434.1426
smistry@gabionrea.com
Reference for Partner Engineering & Science



Lake County Tribal Health Southshore Clinic | Clearlake, CA

NORTHSTAR

Civil Engineering

NorthStar offers a wide array of civil engineering services, specializing in municipal and capital design, water resource management and public works support. Their experienced team handles everything from roadway improvement designs to comprehensive water, sewer and stormwater infrastructure projects. Whether assisting with grading and site plans, overseeing construction management or offering city staff augmentation, they ensure every project runs smoothly and adheres to regulatory standards. With a focus on innovation and quality, NorthStar is your reliable partner for civil engineering excellence.

The NorthStar team has years of experience facilitating the management of complex projects from conception through construction. Working for both the public and private sectors, their work experience on roads, bridges, parks and other public works infrastructure projects in numerous settings with a variety of funding sources has provided them with the experience required to deliver results on time and within budget. NorthStar is a values-based company with a teamcentric approach to every project. They are partners with thier clients, agencies and the communities they serve — taking ownership of their work, performance and the success of all endeavors.

Firm Information

» 111 Mission Ranch Boulevard
Suite 100
Chico, CA 95926

» 530.893.1600 p

» northstareng.com

Contacts

Ross Simmons
Civil Principal
rsimmons@northstarae.com
530.588.5199 c

NORTHSTAR



City of Irvine Civic Center Expansion | Irvine, CA

SALAS O'BRIEN

Mechanical, Electrical & Plumbing Engineering

Founded in 1975, Salas O'Brien expanded its reach and services to establish, a national, full service engineering firm. With a mission to create sustainable, quality solutions, Salas O'Brien prides itself on excellence.

Salas O'Brien rises above the competition with their reputation for responsive, personal service, backed by the firm's full complement of in-house resources in all disciplines, to address the most challenging project demands. Our team includes engineers, drafters, cost estimators and administrative staff—all working together to provide cohesive, comprehensive design solutions.

Salas O'Brien has worked on a wide variety of projects within California and throughout the United States encompassing new construction, additions, modernizations, tenant improvements and renovations of technology and people based facilities, such as offices, commercial, retail and governmental facilities and spaces. Salas O'Brien has designed projects that received certification for LEED Certified, Silver, Gold and Platinum.

Firm Information

» 2700 Watt Avenue, RM 4475
Sacramento, CA 95821

» 916.927.5204 p

» salasobrien.com

Contacts

Ed David
MEP Principal
ed.david@salasobrien.com
760.450.6801 c

Salas O'Brien



PARTNER ENGINEERING & SCIENCE

Radon & Asbestos Testing

Partner is the leading provider of engineering, environmental, construction, energy and valuation consulting for the commercial real estate industry. They help clients manage risk, make smart investments and optimize asset performance.

Partner's team of qualified Radon measurement and mitigation professionals works with clients to navigate the best testing protocols in order to create the most cost-efficient mitigation plans. Partner has assisted hundreds of public and private clients in identifying their radon risk and recommending workable, effective solutions.

Asbestos surveys are required by federal law in most buildings where planned renovation and demolition will disturb the building materials. They are also commonly required during due diligence as dual protection from exposure risks and legal liability.

Partner provides asbestos surveys nationwide for all types of commercial and multifamily real estate. Their team of certified professionals stays current with state, local and federal regulations and certification requirements, including broad certifications such as EPA AHERA, Certified Asbestos Consultant (CAC) and Building Inspector.

Partner also provides services to assist with asbestos removal, including abatement oversight, air monitoring and clearance sampling to ensure asbestos fibers are not present in the air after removal.

PARTNER
Engineering and Science, Inc.

Firm Information

» 1512 Eureka Road, Suite 205
Roseville, CA, USA

» 916.886.3062 p

» partneresi.com

Contacts

Taylor McCleery
Radon & Asbestos Certified Project Scientist
tmccleery@partneresi.com
279.900.4998 c



City of Stockton Victory Park Pool Renovation | Stockton, CA

CUMMING GROUP

Cost Estimating

Cumming Group is passionate about helping their clients execute, complex projects on-time and within budget. Their project and cost management services are specifically tailored to each client's needs and add meaningful value at every step of a project's development. Drawing on deep expertise in the communities and sectors they serve, they anticipate and solve problems, deliver solutions and drive results. Since opening their doors in 1996, Cumming Group has grown to 70+ offices globally and is now home to more than 3,000 team members – including many of the brightest minds in the industry.

Firm Information

» 3400 Douglas Boulevard Suite 120
Roseville, CA 95661

» 916.660.9030 p

» cumming-group.com

Contacts

Cheryl Kurtz
Director, Cost Management
ckurtz@cumming-group.com
916.591.9389

CUMMING
GROUP



4.4 PROJECT EXPERIENCE

PROJECT EXPERIENCE

4.4

RELEVANT EXPERIENCE

Studio W's civic experience encompasses projects of all types and sizes, including administrative buildings, recreational facilities, community centers, aquatic complexes, libraries and performing arts venues. Additionally, the firm possesses an impressive portfolio of educational, commercial, retail, healthcare and Native American facilities throughout California.



Johnson Pool Renovation Phase II | Roseville, CA

Public Works Experience

City of Lakeport

» Silveira Community Center Conceptual Design

» Recreation Center Feasibility Study (in collaboration with City of Clearlake & Lake County)

City of Clearlake

» On-Call Consulting Services Agreement

» City Hall Interior Tenant Improvements

City of Irvine

» On-Call Consultant Agreement

» Civic Center Expansion Conceptual Design

» City Hall Offices Tenant Improvements

» IT Department Renovation Conceptual Design

» Maintenance & Operations Building 3 Tenant Improvements

» Public Safety Locker Room Remodel

» Train Station ADA Survey

City of Oroville

» Corporation Yard Multi-Building Remodel & Site Work

City of Roseville

» On-Call Architectural Services Contract for Aquatics Facilities

» Johnson Pool Renovation Phase II

» Mike Shellito Indoor Pool & Roseville Aquatic Complex Assessments

» Vernon Street Sprayground

City of Sacramento
» North Natomas Community Center & Aquatics Complex

» Land Park Amphitheater Historic Renovation

City of Stockton
» Victory Park Pool Renovation

Judicial Council of California
» Indefinite Duration/Indefinite Quantity On-Call Contract

» San Bernardino Courthouse Courtrooms Renovation

Lake County Tribal Health Consortium
» Administration Building

» Craig Ave Physical Therapy/Pool & Spa

» DaVita Clinic Remodel

» Headquarters & Health Services Facilities Master Plan

» Southshore Pain & Wellness Clinic Remodel

» Southshore Medical & Dental Clinic

» Vista Point Administration Building

» Vista Point Master Plan

San Benito County
» Hall of Records Renovation

Town of Paradise
» Town-Wide Facilities Master Plan

» Corporation Yard

» Fire Station Feasibility Study

Commercial Experience

Barker Pacific Group (Roseville, CA)
» Douglas Corporate Center Tenant Improvements

» Lava Ridge Office Complex Tenant Improvements

Clear Capital (Roseville, CA)
» 1410 Rocky Ridge Court Tenant Improvements

CORE (Roseville, CA)
» Lava Ridge Court Office Tenant Improvements

» Roseville Headquarters Complex

Hines (Roseville, CA)
» Olympus Center Tenant Improvements

Natomas Charter School (Sacramento, CA)
» Office Tenant Improvements

New Economics & Advisory (Roseville, CA)
» Office Tenant Improvements

Placer Academy Charter School (Rocklin, CA)
» Entitlements & Temporary Portables for Tenant Improvements

Rocklin Academy Charter School (Rocklin, CA)
» Gateway Campus Shade Structure

» Western Sierra Collegiate Academy Classroom Projects & Cooking Kitchen

» Western Sierra Collegiate Academy Kathy Lund Park Athletic Fields

Saqui Law Group (Roseville, CA)
» Office Tenant Improvements

Sharif Jewelers (Roseville, CA)
» Roseville Office Building 3



Southshore Pain & Wellness Clinic Remodel | Clearlake, CA



SILVEIRA COMMUNITY CENTER CONCEPT DESIGN



City of Lakeport | Lakeport, CA

The Silveira Community Center project for the City of Lakeport involved the creative rehabilitation of an existing Bank of America building to serve as a community center for special events. The facility was gifted to the City and has operated loosely as a community space with minimal improvements up until this time.

The vision for the new project includes extensive improvements of the interior to provide a dedicated reception area, storage and dressing facilities, along with new restrooms and improved food service. The primary banking area is being remodeled to include one large community center space with improved lighting, acoustics, audio/visual equipment and finishes, and have the ability to sub-divide into two smaller spaces for presentations, professional development or special events. This center works in conjunction with the neighboring park improvements the City has planned along their waterfront.

project type Space Conversion & Tenant Improvement Conceptual Design

status Completed 2023

size 6,587 SF

construction cost N/A

contact Nicholas Walker
Former Director of Finance
(now with the Town of Windsor)
707.838.5003
nwalker@townofwindsor.ca.gov

key relevancies

» Project Planning Phase 1

» Conceptual Design & Space Planning

» ADA Upgrades

» Restroom Upgrades





CITY HALL INTERIOR TENANT IMPROVEMENTS

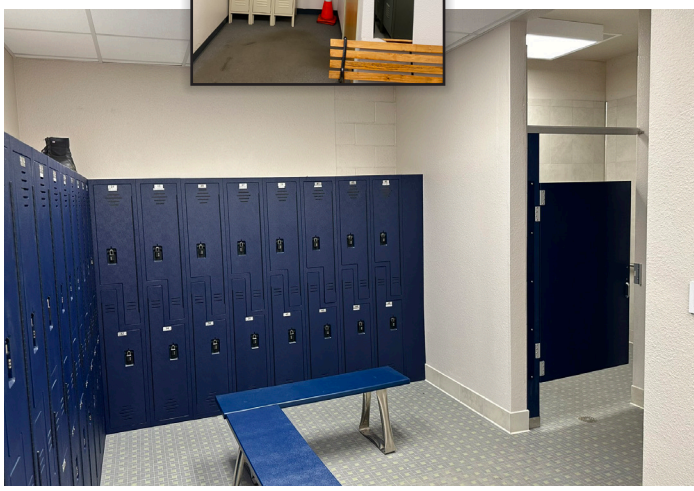
City of Clearlake | Clearlake, CA

Studio W has an on-call contract with the City of Clearlake to provide architectural services for various projects through the Public Works/Engineering and Development Services Departments. The scope of services generally consists of preparing concept designs, construction drawings, technical specifications and construction oversight of City-owned properties. The projects are funded by various sources, including general funds, grant funding and federal funding.

Through our on-call contract, Studio W was hired by the City of Clearlake to renovate the existing City Hall. The $1.2 million project entailed tenant improvements of the building department office suite, including modernization of existing restrooms and lockers.







project type Office Tenant Improvements

status Completed 2024

size 21,890 SF

construction cost $1.2 million

contact Alan Flora, City Manager
aflora@clearlake.ca.us 707.994.8201 X116

key relevancies

» ADA Upgrades

» Restroom Upgrades

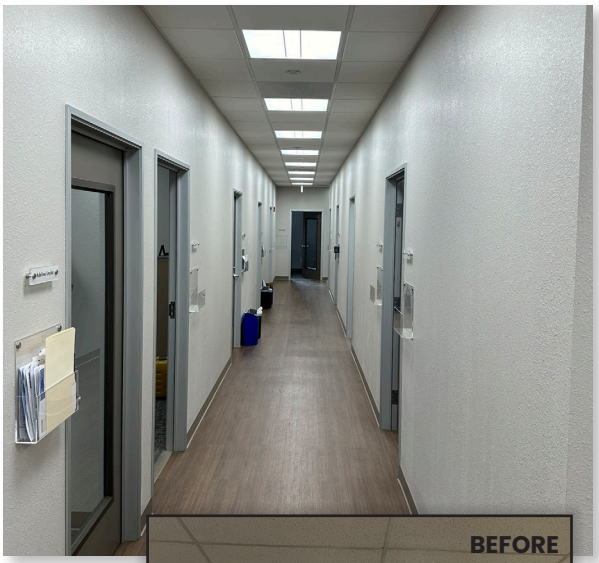
» City Municipality

» Federal & Grant Funding

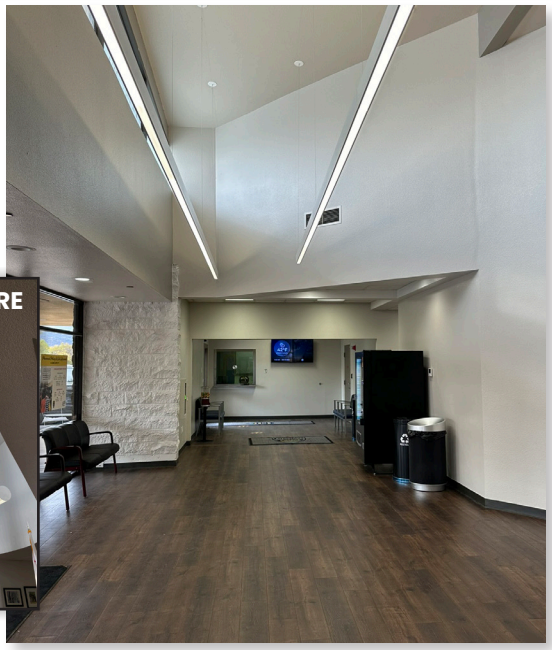

Clearlake


BEFORE


EXIT
45°F
PARTLY SUNNY
CLEARLAKE POLICE




BEFORE
POLICE




BEFORE


BEFORE

SAN BERNARDINO COURTHOUSE COURTROOMS RENOVATION

Judicial Council of California | San Bernardino, CA

Studio W possesses an Indefinite Delivery/Indefinite Quantity (ID/IQ) Contract with the Judicial Council of California which prequalifies us to perform services at courts and related support facilities throughout California.

The San Bernardino Courthouse required modernization of the annex to provide courtrooms and associated spaces for six new judges on the fourth and fifth floors, inclusive of all code required ADA access upgrades, furniture, finishes, refurbishment of the HVAC system and electrical upgrades. In addition, we provided space configurations for modular work stations to be added on the second floor for support staff. Studio W completed the conceptual design set based upon the Judicial Council's Trials Court Facilities Standards.

project type Space Conversion Tenant Improvements

status Completed 2024

size 42,900 SF

construction cost $1.2 million

contact Kenneth Street, Project Manager, Facilities Services Administrative Division
909.962.9047 cell |
Kenneth.Street@jud.ca.gov

key relevancies

» ADA Upgrades

» Restroom Upgrades

» Civic Municipality

» Furniture & Finishes Upgrades





VICTORY PARK POOL RENOVATION

City of Stockton | Stockton, CA

The City of Stockton's Victory Park Pool was originally constructed in 1948 in Central California, where it quickly became a staple for a community whose temperatures are often in excess of 100 degrees. When the facility shut down in 2013, disheartened residents encouraged the City to find a way to reopen this community staple. Since then, the City obtained partial funding for the renovation and replacement of the pool from the California Department of Parks & Recreation Proposition 68 (2018 Bond Act).

Studio W's team has worked to preserve the integrity of existing facilities, including heritage trees, tennis courts, ponds, a fire station and access roads. The new facility boasts a pool, shade structures, parking lot, basketball court, bike racks, access path and aquatics building and integrated breezeway. Ticketing, pool equipment, lifeguard room, restrooms and the dedication plaques formerly housed in the previous facility are featured in the aquatics building.

project type Pool & Pool House Renovation

status Completed 2025

size 5,271 SF

construction cost $3.7 million

contact Mike Niblock, Director
209.937.8266 |
mike.niblock@ci.stockton.ca.us

key relevancies

» ADA Upgrades

» Restroom Upgrades

» Interior & Exterior Improvements

» City Municipality









JOHNSON POOL RENOVATION PHASE 2

City of Roseville | Roseville, CA

Phase II of the Johnson Pool Remodel project rejuvenated and reopened a historic City facility for the Roseville community. Originally built in 1921 and renovated in the 1960s, this family-friendly pool was in need of safety and function upgrades.

Studio W worked with the City to completely redesign the pool deck, pool, mechanical/chemical building and storage building, while focusing on upgrading the existing building to bring it up to code compliance. The existing administration and locker room buildings were also modernized with accessibility upgrades and functionality improvements. A shade structure and seating area were added, as well as a reconfiguration of the lower landscaped area to accommodate pool deck access for pool functions and events.

project type Pool & Pool House Renovation

status Completed 2025

size 15,203 SF

construction cost $3.8 million

contact Paul Richardson, Director
916.774.5276 |
PRichardson@roseville.ca.us

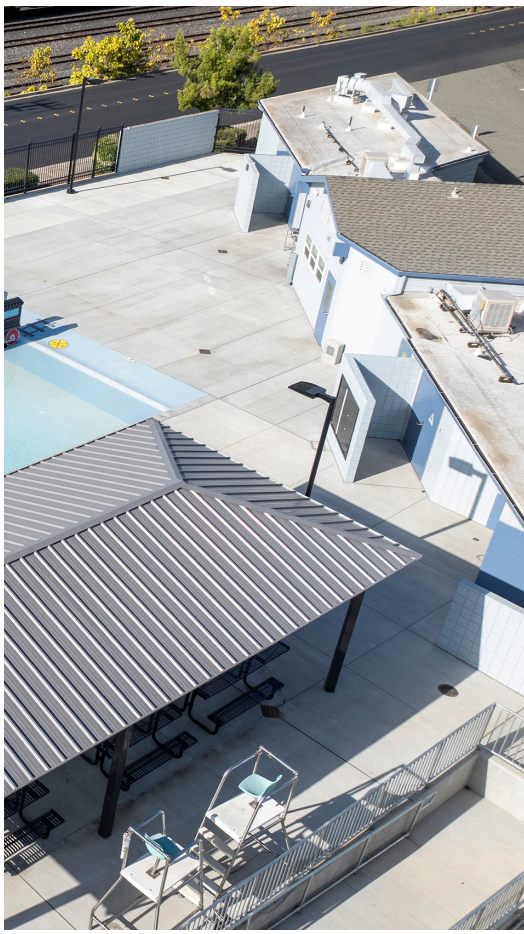
key relevancies

» ADA Upgrades

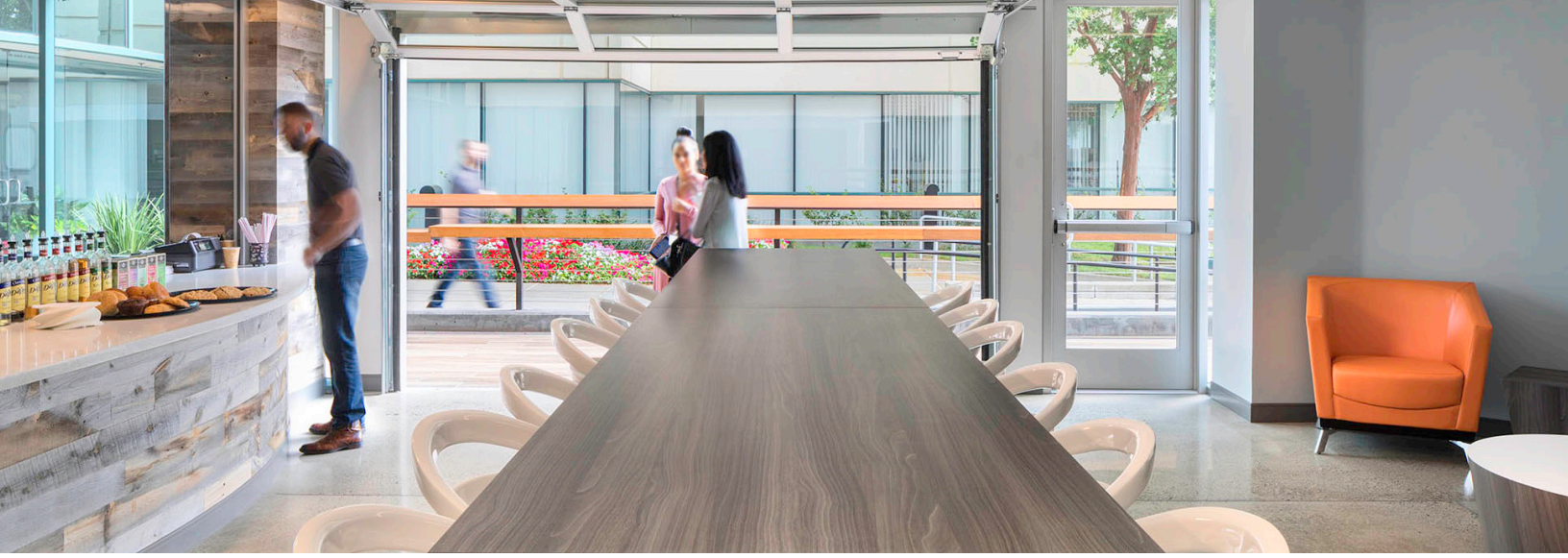
» Restroom Upgrades

» Interior & Exterior Improvements

» City Municipality







HARVARD SQUARE OFFICE COMPLEX

Gavden Development | Sacramento, CA

The Harvard Square office building is located in the Arden District of Sacramento—an area that is going through a period of resurgence. This tenant improvement project by Studio W Architects and Gavden Development aligns with that trend and contributes to the redevelopment of the area.

The project included a spec suite (property manager's office), an office "amenities" cafe space and outdoor seating area to help the investor's attract prospective tenants to the building. The signature feature of the renovation is the roll-up glass door that connects the café to the outdoor seating area.

project type Tenant Improvements

status Completed 2017

size 5,260 SF

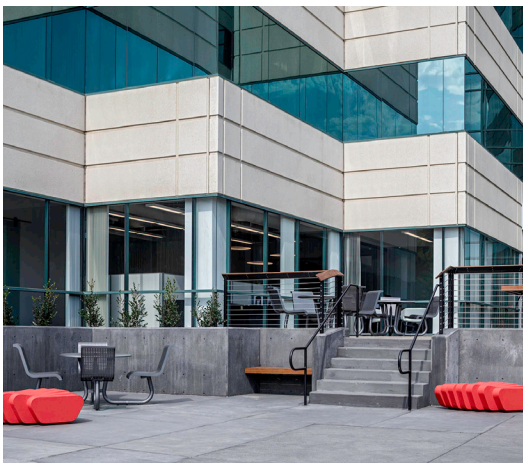
construction cost $680,000

contact Patrick Molloy, President
916.358.9174 |
pmolloy@gavden.com

key relevancies

» ADA Upgrades

» Interior & Exterior Improvements







STUDIO W ARCHITECTS SACRAMENTO OFFICE

Studio W Architects | Sacramento, CA

Studio W Architects transformed and rejuvenated an existing commercial property at 1930 H Street in midtown Sacramento to be the new home of the firm's Sacramento Studio.

The single-story, 8,000 square foot building is located adjacent to the new AIA California office, providing a strong design synergy for our two practices. The renovated space boasts a contemporary workplace environment with a lobby/reception area off the H Street entrance, an open workstation area, private offices, conference/meeting rooms, a staff kitchen/lounge and a workroom with a library and showroom for materials and products. Exterior improvements include façade, lighting, landscaping and parking upgrades.

The midtown district of Sacramento has experienced a resurgence over the past decade. The bustling urban core features a mix of trendy eateries, nightlife, arts and culture, retail, workspace and residential. Studio W Architects is excited to be a part of the energy of the area!

project type Regional Office

status Completed 2021

size 8,000 SF

construction cost $1.7 million

contact Chelsea Pozar, President
916.254.5600 | ChelseaP@StudioW-Architects.com

key relevancies

» ADA Upgrades

» Restroom Upgrades

» Adaptive Re-Use

» Furniture & Finishes Upgrades

» Interior & Exterior Improvements









DOUGLAS CORPORATE CENTER

Barker Pacific Group | Roseville, CA

Barker Pacific Group's property at 2999 Douglas Boulevard features a three-story office building in Roseville, CA. The financial group bought the complex and quickly recognized that upgrading the outdated amenities, including the entrance, interior lobby and café, would help them to realize greater value for their tenants.

Studio W Architects' design solution includes complete modernization of the lobby and outdoor spaces to develop a warm and rich interior, one indicative of the Sutter Club or The Citizen Hotel in Downtown Sacramento, and unlike anything Roseville has to offer currently. This includes a mix of classic and contemporary furniture and finishes, green walls, a video wall, activated outdoor patio areas and an outdoor café.

project type Tenant Improvements

status Completed 2019

size 108,000 SF

construction cost $1.5 million

contact Mark Handin, Partner
213.624.1811 | MHandin@BarkerPacific.com

key relevancies

» ADA Upgrades

» Restroom Upgrades

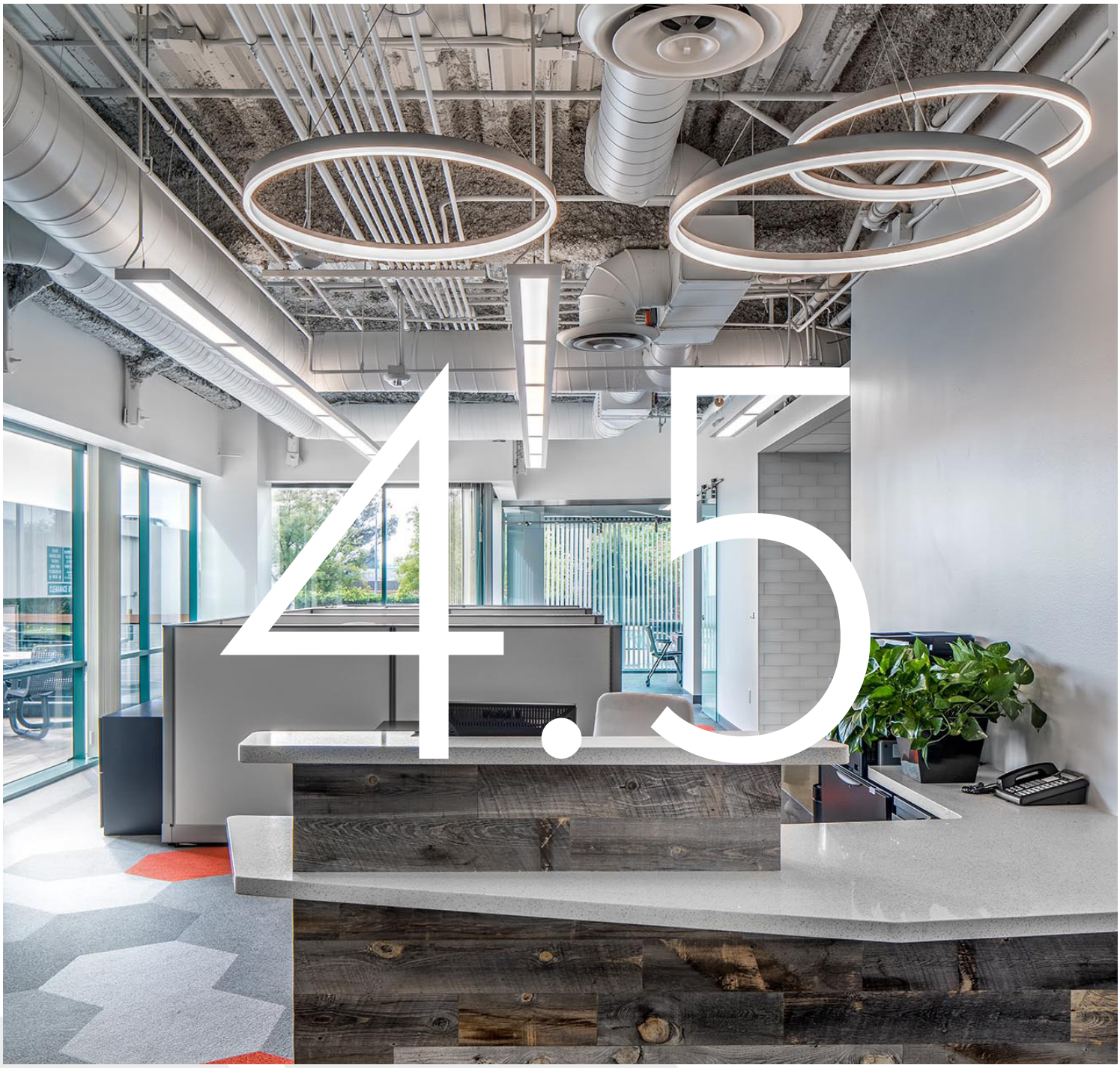
» Furniture & Finishes Upgrades

» Interior & Exterior Improvements









4.5

PROJECT UNDERSTAND & METHODOLOGY

PROJECT UNDERSTAND & METHODOLOGY

4.5

1 PROJECT INITIATION & VERIFICATION

Studio W will provide field verification of existing architectural, electrical, and HVAC conditions considering recent system upgrades may have altered service locations. We will set meetings with City staff to confirm project scope, schedule and budget requirements and review applicable environmental documentation and NEPA-related conditions associated with the federal funding.

Consultants Involved
- Studio W, Architect
- Salas O'Brien, MEP

Deliverables
- Site conditions narrative
- Meeting schedule
- Acknowledgement of applicable documentation

Duration 2 weeks

2 ENVIRONMENTAL COMPLIANCE–RADON TESTING

Studio W's consultant, Partner Engineering & Science, will conduct Radon testing of the Silveira Community Center as required by NEPA environmental review compliance and applicable federal guidance. We will coordinate testing locations, methodology and timing with City staff to ensure representative results for impacted occupied spaces and prepare a report with recommend action, if any. This task will include hazardous materials testing and reporting/ recommendation, as necessary.

Consultants Involved
- Studio W, Architect
- Partner, Radon Testing

Deliverables
- Radon & Hazardous Materials Report w/ Recommendations

Duration 4 weeks

3 DESIGN DEVELOPMENT

Studio W will prepare conceptual design alternatives based on reference materials provided by the City incorporating ADA and CBC compliance and any radon or hazardous materials related considerations. This includes professional cost estimating and any update to the project schedule.

Consultants Involved
- Studio W, Architect
- NorthStar, Civil
- Salas O'Brien, MEP
- Cumming, Cost Estimating

Deliverables
- Conceptual design alternatives
- Cost estimate
- Updated schedule

Duration 3 weeks

4 CONSTRUCTION DOCUMENTS

Studio W will prepare plans and specifications suitable for public bidding, including all necessary contract provisions as prescribed by the federal grant and with consideration for radon or any hazardous materials.

Consultants Involved
- Studio W, Architect
- NorthStar, Civil
- Salas O'Brien, MEP
- Cumming, Cost Estimating

Deliverables
- Construction documents
- Updated cost estimate
- Updated schedule

Duration 7 weeks, including consideration for City review



5 BIDDING ASSISTANCE

Studio W will assist City staff in responding to bidder requests for information and prepare any addenda, as necessary, including record of bid opening.

Consultants Involved
- Studio W, Architect

Deliverables
- Pre-Bid RFI responses
- Bid addenda (if necessary)

Duration 4 weeks



6 CONSTRUCTION PHASE SUPPORT

Studio W (at the City's discretion and subject to available funding) may be authorized to provide construction phase support services and may include:

- Review of contractor submittals
- Responses to Requests for Information (RFIs)
- Participation in construction coordination meetings, as requested
- Periodic site visits
- Assistance with interpretation & implementation of environmental compliance requirements
- Verification that any required environmental mitigation measures identified during design are incorporated
- Support during project close-out

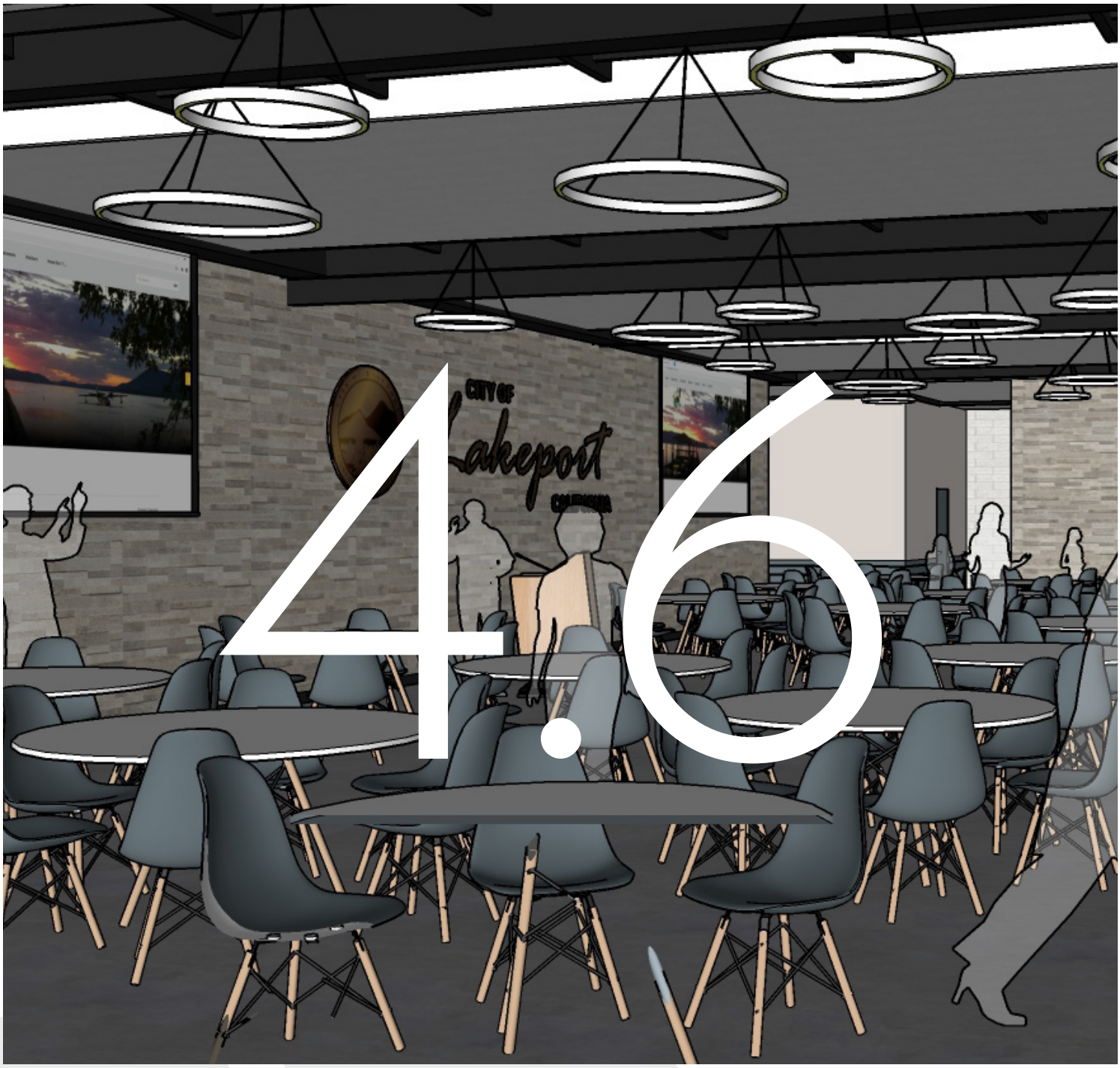
Studio W highly recommends involvement in the construction phase to ensure the project is built to code and the construction documents.

Consultants Involved
- Studio W, Architect
- NorthStar, Civil
- Salas O'Brien, MEP

Deliverables
- Approved submittals
- RFI responses
- Construction meeting minutes/field trip notes
- Close-out documentation (as necessary)

Duration 12 weeks





4.6

KEY PERSONNEL RESUMES

KEY PERSONNEL RESUMES

4.6

ORGANIZATION CHART

Studio W Architects' team was composed specifically to meet the needs of the City of Lakeport. Our firm, and subsequent project team, is available to provide architectural services to the City; each individual proposed has strong experience with public works tenant improvement projects and brings a unique expertise and skill set that will benefit the development of your project. The organizational chart below depicts the roles, responsibilities and lines of communication within the team.

CITY OF LAKEPORT

FIRM LEADERSHIP



Brian Whitmore
AIA, LEED AP
Principal-in-Charge



Ty Yurkovic
AIA
Senior Project Manager
Primary Contact

SUPPORT RESOURCES



Lisa May
Interior Designer/Senior Job Captain

SUBCONSULTANTS

NORTHSTAR
Ross Simmons, Civil Principal

SALAS O'BRIEN
Ed David, MEP Principal

SALAS O'BRIEN
Ed David, MEP Principal

PARTNER ENGINEERING
Taylor McCleery, Radon & Asbestos Scientist

CUMMING GROUP
Cheryl Kurtz, Director, Cost Management

BRIAN WHITMORE, AIA, LEED AP

Principal-in-Charge, CEO

As CEO of Studio W Architects, Brian manages the firm's civic market. He is heavily involved in early design, master planning and programming, providing leadership and bringing stakeholders to consensus in the design of comprehensive new construction and modernization projects. Brian has an expertise in assisting clients in defining contemporary environments, including a focus on collaboration, flexibility, sustainability and integrated technology.

As Principal-in-Charge, he lends leadership to the design team to assure proper allocation of staff and other resources to meet our commitments. Brian will be heavily involved in quality reviews and contract matters, and will stay engaged throughout the duration of your project.

Relevant Project Experience

City of Lakeport—Lakeport, CA
- Silveira Community Center Conceptual Design
- Recreation Center Feasibility Study (in partnership with the City of Clearlake & Lake County)

Bradley Price Management Group, LLC—Sacramento, CA
- 2800 Gateway Oaks Lobby Remodel

City of Clearlake—Clearlake, CA
- City Hall Interior Tenant Improvements

City of Irvine—Irvine, CA
- Civic Center Expansion Conceptual Design
- Public Safety Locker Rooms Improvements

City of Roseville—Roseville, CA
- Johnson Pool Renovation Phase 2
- Mike Shellito Indoor Pool & Roseville Aquatics Complex Assessments
- Vernon Street Sprayground
- Vernon Street Town Square Assessments

City of Sacramento—Sacramento, CA
- North Natomas Community Center & Aquatics Complex

City of Stockton—Stockton, CA
- Victory Park Pool Renovation

Judicial Council of California—San Bernardino, CA
- San Bernardino Courthouse Courtrooms Renovation

Town of Paradise—Paradise, CA
- Town-Wide Facilities Master Plan
- Corporation Yard Replacement
- Fire Station Feasibility Study



experience 28 years total; 12 years with Studio W

education Bachelor of Architecture—California Polytechnic State University, San Luis Obispo

registrations Architect, California No. C30345; Architect, Nevada No. 8917; National Council of Architectural Review Boards (NCARB) No. 62105; Accredited Professional, Leadership in Energy & Environmental Design (LEED AP)

professional associations American Institute of Architects (AIA), Central Valley Chapter; Past President & Board Member; City of Rocklin Past Planning Commissioner; Coalition for Adequate School Housing (CASH); Community College Facility Coalition (CCFC); U.S. Green Building Council (USGBC)

TY YURKOVIC, AIA

Senior Project Manager, Associate Principal

Ty has over two decades of experience in civic, commercial, education and healthcare design on projects ranging from existing facility renovations to new buildings. His role on each project is to collaborate closely with the client and design team throughout the project and manage project delivery. Ty is detail oriented and provides clear direction to his team while tracking project scope, schedule and budget.

Relevant Project Experience

Lake County Tribal Health—Lakeport, CA
- Administration Building
- Craig Ave Physical Therapy/Pool & Spa
- DaVita Clinic Remodel
- Headquarters & Health Services Facilities Master Plan
- Southshore Pain & Wellness Clinic Remodel
- Southshore Medical & Dental Clinic
- Vista Point Administration Building
- Vista Point Master Plan

Butte County—Oroville, CA
- Concow Fire Station #37 Reconstruction

City of Oroville—Oroville, CA
- Corporation Yard Multi-Building Remodel & Site Work

Mechoopda Indian Tribe of Chico Rancheria—Chico, CA
- Administration Building
- Community Center

Town of Paradise—Paradise, CA
- Town-Wide Facilities Master Plan
- Corporation Yard Replacement
- Fire Station Feasibility Study

Butte County Office of Education—Chico, CA
- Center for Learning & Resilience Adaptive Reuse

Chicken Ranch Rancheria—Jamestown, CA
- Administration Building/Office Building

Consolidated Tribal Health Project—Redwood Valley, CA
- Health Clinic Expansion

Gonzales Development Company—Chico, CA
- Meriam Park B3 Office Building
- Meriam Park Courtyard Quads
- Meriam Park Foundation Building



Experience 22 years total; 2 years with Studio W

Education Bachelor of Arts, Integrative Arts—Pennsylvania State University

Registrations Architect, California No. C35853

professional associations American Institute of Architects (AIA); Coalition for Adequate School Housing (CASH); Community College Facility Coalition (CCFC); U.S. Green Building Council (USGBC)

LISA MAY

Interior Designer/Senior Job Captain

Lisa is experienced at leading projects and acting in a support role on the design and documentation efforts. She brings a wealth of knowledge in the code and agency requirements for commercial facilities. As a Senior Job Captain, Lisa supports the team with the creation of quality architectural documents, including drawings and specifications. As Interior Designer, Lisa will produce material boards and presentations for the various stakeholders to visually represent in-progress spaces.

Relevant Project Experience

City of Lakeport—Lakeport, CA
- » Silveira Community Center Conceptual Design
- » Recreation Center Feasibility Study (in partnership with the City of Clearlake & Lake County)

Adair General Construction—Roseville, CA
- » Lobby & Exterior Entry Improvements at 3010 Lava Ridge
- » NWM 2990 Lava Ridge

Barker Pacific Group—Roseville, CA
- » Douglas Boulevard Tenant Improvements
- » Lava Ridge Court Tenant Improvements
- » Pacific Workplaces Tenant Improvements

Bradley Price Management Group, LLC—Sacramento, CA
- » 2800 Gateway Oaks Lobby Remodel

City of Roseville—Roseville, CA
- » Johnson Pool Renovation Phase 2

City of Sacramento—Sacramento, CA
- » North Natomas Community Center & Aquatics Complex

CORE Construction—Roseville, CA
- » New Roseville Office Building

Gavden Developments—Sacramento, CA
- » Harvard Square Office Renovation

Jones, Lang & LaSalle—Sacramento, CA
- » 1303 J Street Tenant Improvements
- » 2180 Harvard Street Tenant Improvements

Sharif Jewelers—Roseville, CA
- » Office Building Tenant Improvements

Studio W Architects—Sacramento, CA
- » Midtown Studio Renovation



experience 9 years total; 6 years with Studio W

education Bachelor of Arts, Interior Design/Architecture—California State University, Sacramento

professional associations Coalition for Adequate School Housing (CASH); Community College Facility Coalition (CCFC); U.S. Green Building Council (USGBC)

ROSS SIMMONS, PE

Principal Civil Engineer

Ross is a Principal Engineer and partner at NorthStar. He has been with NorthStar since 2000 and has experienced a wide variety of projects, including roadway capital projects, affordable and senior housing, mixed-use commercial/residential subdivision design and education, government and hospital facilities. This varied experience and exposure to many different architects and design teams has allowed Ross to learn what works well. This includes not just design strategies but also communication and collaboration. Ross primarily works on large site plan projects involving multiple consultants and many moving pieces. His ability to quickly review plans, sites and concepts allows him to operate very efficiently for both the owner and architect. Ross heads the civil site design teams efforts and will play a day-to-day role in communication, design, QA/QC and construction administration.

experience 26 years total; 26 years with NorthStar

education Bachelor of Science, Civil Engineering—California State University, Chico

registrations Civil, California No. 68511

Relevant Project Experience

Butte County—Oroville, CA

- Bangor Fire Station # 55 Replacement
- Concow Fire Station #37 Reconstruction

Butte-Glenn Community College District—Oroville, CA

- Community College Engineer for Parking Lot D; Butte College Solar Field; Library-Expansion; Instructional Arts Building; Student General Services; Chico Center Parking Lot Expansion; Bus Terminal & Sidewalk Improvements; Quad Landscape; Skyway Center Remodel; Campus-Wide Phase 3 Solar Installation; Ag Yard Reconstruction; Creek Crossing Project; Softball Dugout Replacement; ADA Assessments; Track Replacement; Welding Building; Athletic Parking Lot; Field House; Library Triangle Sidewalk Replacement; Campus Gas Replacement; Science Building; Ag & NR remodel; and Cosmetology Building
- Butte College Science Building
- Butte College Welding Building

California State University, Chico—Chico, CA

- Chico Facility Management Services Replacement

City of Oroville—Oroville, CA

- Corporation Yard Multi-Building Remodel & Site Work

Lake County Tribal Health—Lakeport, CA

- Administration Building
- Craig Ave Physical Therapy/Pool & Spa
- DaVita Clinic Remodel
- Headquarters & Health Services Facilities Master Plan
- Southshore Pain & Wellness Clinic Remodel
- Southshore Medical & Dental Clinic
- Vista Point Administration Building
- Vista Point Master Plan

NORTHSTAR

ED DAVID, PE, CALCTP AT

Principal MEP Engineer

With Salas O'Brien since 2006, Ed is a Professional Engineer with over two decades of electrical systems design and engineering experience. In addition to being a registered Electrical Engineer in multiple states, Ed is a certified California Advanced Lighting Controls Technician. His experience in civic, municipal, laboratory, commercial, education, and industrial facilities includes: interior & exterior lighting systems design, low- & medium-voltage power distribution design, photovoltaic systems engineering design, title 24 compliance reports, specifications and cost estimates, and energy conservation analysis.

experience 20 years total; 20 years with Salas O'Brien

education Bachelor of Science, Electronics & Communications—Mapua Institute of Technology

registrations Electrical, California No. E18809; National Council of Examiners for Engineering & Surveying #47114

Relevant Project Experience

City of Carlsbad—Carlsbad, CA
- Pine Avenue Community Center
- Robertson Ranch Rest Areas

City of Corona—Corona, CA
- Department of Water & Power & Emergency Operations Center Tenant Improvements
- Department of Parks & Community Services Renovation
- Sports Field Lighting Upgrades at Multiple Community Parks
- Police Department Corporate Yard
- New Fire Station
- Corona Main Parking Facility

City of Costa Mesa—Costa Mesa, CA
- City Hall Renovation

City of Irvine—Irvine, CA
- Civic Center Expansion Conceptual Design
- City Hall Offices Tenant Improvements
- IT Department Renovation Conceptual Design
- Maintenance & Operations Building 3 Tenant Improvements
- Public Safety Locker Room Remodel

City of Pico Rivera—Pico Rivera, CA
- Maintenance Yard Upgrades

City of Temecula—Temecula, CA
- Old Town Streetscape Improvements, Phases I & II

Judicial Council of California—San Bernardino, CA
- San Bernardino Courthouse Courtrooms Renovation

Western County of Riverside—Riverside, CA
- Emergency Operations Center Renovation

Salas O'Brien

TAYLOR McCLEERY, NRPP

Radon & Asbestos Consultant, Project Scientist

Taylor currently serves as a Project Scientist for Partner Engineering and Science, Inc. (Partner) and is located in Roseville, California. Her responsibilities include conducting site inspections, interviewing property and government agency personnel, technical report writing, Radon screening and asbestos inspections. Taylor has six years of experience conducting assessments for commercial, multi-family and industrial facilities throughout Northern California, specifically in rural locale.

Taylor's expertise includes writing phase I environmental site assessments, transaction screen assessments, environmental desktop reports and records search and risk assessment reports, as well as Radon Measurement and Asbestos Building Inspector certifications.

experience 6 years total; 6 years with Partner

education Master of Arts, Geography, Emphasis in Biogeochemistry & Ecosystem Ecology—University of California, Los Angeles; Bachelor of Arts, Environmental Studies/Geography, Emphasis in Soil Science & Geographic Information Systems and Technologies (GIS)—University of California, Los Angeles

registrations Radon Measurement Professional (NRPP ID 112500-RMP); Asbestos Building Inspector Initial (Certification # 42279)

Relevant Project Experience

San Francisco Residential Portfolio—San Francisco, CA

» Radon Screening & Phase I Environmental Site Assessments for Eight Properties in a San Francisco Portfolio *with multiple former heating oil tanks, known releases and associated block-wide contamination due to a former manufactured gas plant*

Summerwood Apartments—Santa Clara, CA

» Radon Screening for Summerwood Apartments *468-unit multi-family residential complex*

Gas Station Properties—Tillamook County, OR

» Eight Phase I Environmental Site Assessments *for a portfolio of gasoline service stations with multiple installations and decommissioning of underground storage tanks (USTs) and former releases*

Riverwood Apartments—Napa, CA

» Radon Screening for Riverwood Apartments *168 residential HUD units multi-family fannie mae*

Valley Convalescent Hospital—Watsonville, CA

» Radon Screening for Valley Convalescent Hospital *40 beds plus a subterranean basement*

Multi-Tenant Commercial Strip—Fortuna, CA

» Phase I Environmental Site Assessment *with gas station*

Lotto del Rio Apartments—Hollister, CA

» Radon Screening for Lotto del Rio Apartments *42 multi-family apartment units*

Multi-Family Residential Apartment Complex—Forrest Hill, CA

» Radon Screening for Multi-Family Residential Apartment Complex

PARTNER Engineering and Science, Inc.®

CHERYL KURTZ, LEED AP, CPC

Director, Cost Management

Cheryl has worked in the construction industry since 2004. She is an experienced professional who has both cost estimating and construction project management experience. Cheryl has collaborated on a broad range of project types throughout her career, including government, transportation, higher education, hospitality and healthcare. As Director, Cheryl utilizes her vast knowledge of all aspects of the cost estimating process. She performs services which support pre-construction, construction and post-construction phases, including but not limited to, cost planning, estimating, quantity take-offs, bid reconciliation, preparation of valuations, pricing validation and change order claim review. Cheryl has proven organizational and communication skills, which contribute to the overall success of each of her project assignments. She has the ability to perform well in deadline-driven environments, while meeting her clients' project goals.

experience 24 years total; 10 years with Cumming Group

education Bachelor of Science, Construction Management—California State University, Chico

registrations Certified Professional Constructor, American Institute of Constructors; Leadership in Energy and Environmental Design (LEED) Accredited Professional

Relevant Project Experience

Butte County—Oroville, CA
- Oroville Government Center Improvements
- New Jail Facility

California Department of General Services—Various Locations, CA
- High-Speed Rail Office Tenant Improvements, San Jose
- O Street Office Building Replacement, Sacramento

City of Mountain View—Mountain View, CA
- Rengstorff Park Community Center Renovation & Expansion

City of Sacramento—Sacramento, CA
- Hart Senior Center Minor Renovation

City of San Jose—San Jose, CA
- Accessibility/ADA Upgrades at 8 Parking Garages & 8 Surface Lots

Placer County—Auburn, CA
- Domes Board of Supervisors Chambers Electrical/ADA & Exterior Site ADA Upgrades

Stanislaus County—Modesto, CA
- Clerk Recorder Public Lobby & Counter Remodel

Tuolumne Community Resiliency Center—Sonora, CA
- Tuolumne Community Resiliency Center
- New Jail Facility

Yolo County—Woodland, CA
- Human Health Services Tenant Improvements

CUMMING GROUP



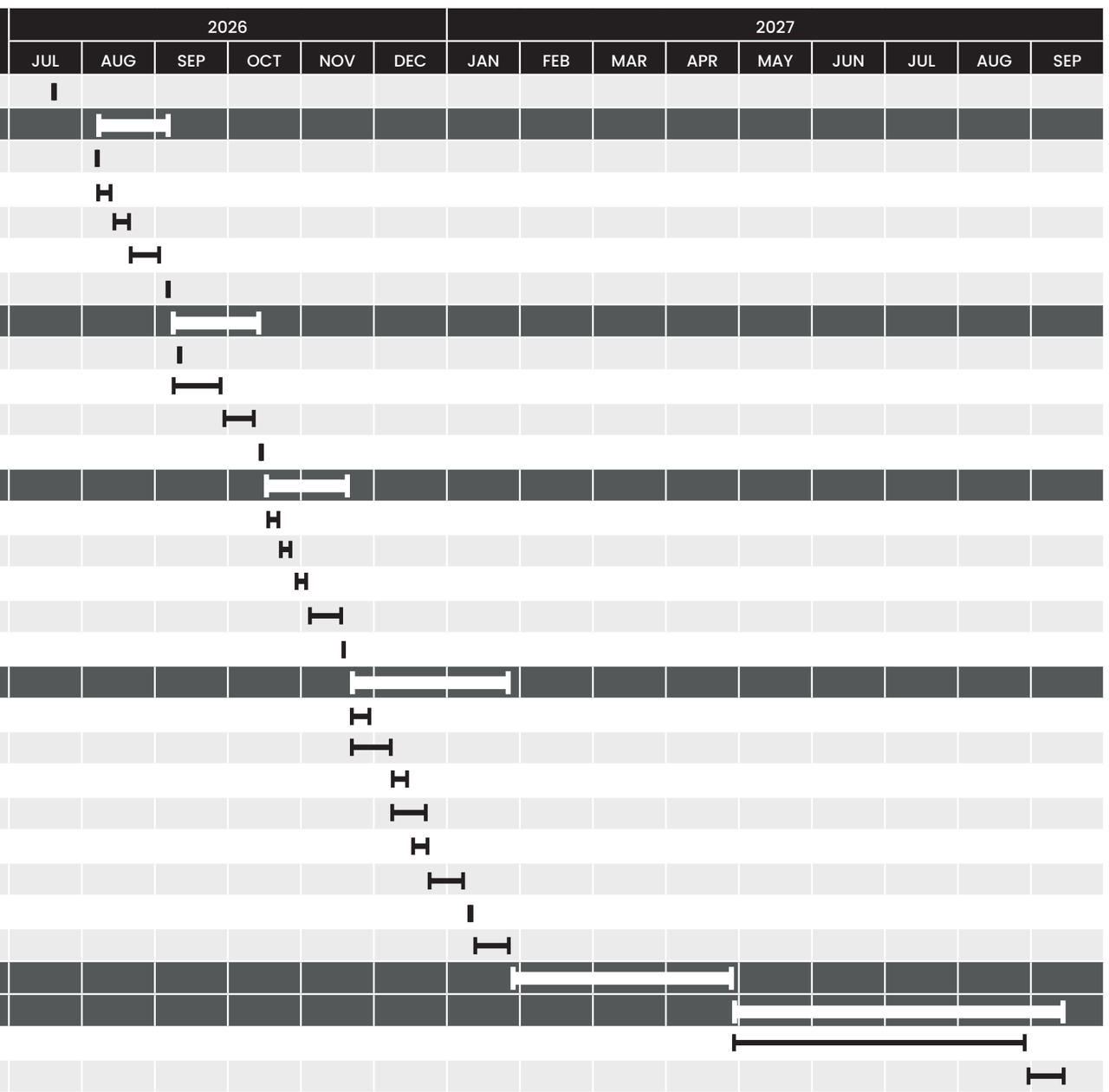
SCHEDULE OF TASKS

PRELIMINARY SCHEDULE

City of Lakeport—*Silveira Community Center ADA Upgrades*

Based on the anticipated Council Award of Agreement: July 21, 2026

TASK	TIME	DATES
City Council Approval	**1 day**	**7.21.26**
TASK 1—PROJECT INITIATION & VERIFICATION *(28 staff hours)*	**1 mo**	**8.7.26-9.7.26**
Project Kick-Off	**1 day**	**8.7.26**
Site Visit/Site Analysis/Research	**1 wk**	**8.7 - 8.14.26**
Environmental Documentation & Funding Review	**1 wk**	**8.14 - 8.21.26**
City Review, Feedback & Incorporation	**2 wks**	**8.21 - 9.4.26**
City Phase Approval Meeting	**1 day**	**9.7.26**
TASK 2—ENVIRONMENTAL COMPLIANCE—RADON TESTING/ASBESTOS & LEAD *(14 staff hours)*	**28 days**	**9.8.26 - 10.14.26**
City Meeting to Establish Testing Locations & Methodology	**1 day**	**9.14.26**
Radon Testing & Reporting	**3 wks**	**9.8 - 9.29.26**
City Review, Feedback & Incorporation	**2 wks**	**9.29 - 10.13.26**
City Phase Approval Meeting	**1 day**	**10.14.26**
TASK 3—DESIGN DEVELOPMENT *(88 staff hours)*	**5 wks**	**10.15.26 - 11.19.26**
Conceptual Design	**1 wk**	**10.15 - 10.22.26**
Design Development Refinement	**1 wk**	**10.22 - 10.29.26**
Conceptual Cost Estimate	**1 wk**	**10.29 - 11.5.26**
City Review, Feedback & Incorporation	**2 wks**	**11.5 - 11.18.26**
City Phase Approval Meeting	**1 day**	**11.19.26**
TASK 4—CONSTRUCTION DOCUMENTS & AGENCY APPROVAL *(162 staff hours)*	**8 wks**	**11.20.26 - 1.26.27**
City Review of Cost Estimate, Feedback & Incorporation	**1 wk**	**11.20 - 11.27.26**
Technical Drawings & Specification Preparation	**2 wks**	**11.20 - 12.11.26**
Updated Cost Estimate	**1 wk**	**12.11 - 12.18.26**
Technical Drawings & Specification Refinement	**2 wks**	**12.11 - 12.25.26**
Updated Cost Estimate	**1 wk**	**12.18 - 12.25.26**
City Review, Feedback & Incorporation	**2 wks**	**12.25.26 - 1.8.27**
City Phase Approval Meeting	**1 day**	**1.11.27**
Initial AHJ Review	**2 wks**	**1.12 - 1.26.27**
TASK 5—BIDDING ASSISTANCE *(34 staff hours)*	**3 mos**	**1.27.27 - 4.27.27**
TASK 6—CONSTRUCTION PHASE SUPPORT & CLOSE-OUT *(138 staff hours)*	**4.5 mos**	**4.28.27 - 9.13.27**
Construction	**4 mos**	**4.28 - 8.27.27**
Close-Out	**2 wks**	**8.30 - 9.13.27**



STUDIO W
ARCHITECTS

A/ E Fees	TASK 1-PROJECT INITIATION AND VERIFICATION	TASK 2-ENVIRONMENTAL COMPLIANCE – RADON TESTING / ASBESTOS & LEAD	TASK 3-DESIGN DEVELOPMENT	TASK 4-CONSTRUCTION DOCUMENTS & AGENCY APPROVAL	TASK 5-BIDDING ASSISTANCE	TASK 6-CONSTRUCTION PHASE SUPPORT & CLOSEOUT	**TOTAL**
Studio W Architects (includes project administration)	$ 6,660	$ 2,836	$ 17,591	$ 30,256	$ 6,896	$ 25,876	$ 90,115
Sales O'Brien (MPE)	$ 3,980		$ 5,300	$ 10,600	$ 1,330	$ 5,300	$ 26,510
NorthStar (Civil)	$ 2,060		$ 2,750	$ 5,500	$ 690	$ 2,750	$ 13,750
Specifications				$ 1,650			$ 1,650
Cumming (Cost Estimating)			$ 5,750	$ 11,850			$ 17,600
Direct Project Expenses	$ 400		$ 200	$ 200		$ 800	$ 1,600
NorthStar (Topographic Survey)	$ 15,400						$ 15,400
Partner Engineering & Science, Inc. (Radon, Asbestos, Lead)		$ 2,750					$ 2,750
TASK TOTAL	**$ 28,500**	**$ 5,586**	**$ 31,591**	**$ 60,056**	**$ 8,916**	**$ 34,726**	**$ 169,375**

DETAILED SCOPE OF WORK, BUDGET, AND APPLICATION

Name of Project: Silveira Community Center ADA

Grants Network Unique Identifier (Contract Number): 18-MITRIP-23008

1. Program Overview

THE CDBG-MIT ELIGIBLE ACTIVITY(IES):

- Installation of Public Facilities and Improvements

THE NATIONAL OBJECTIVE TO BE ACHIEVED FOR EACH ACTIVITY AS A RESULT OF THIS PROJECT:

- Low and Moderate Income (LMI)

THE METHOD OF MEASURING NATIONAL OBJECTIVE, IF LMI:

- Limited Clientele (LMC)

THE NUMBER OF INDIVIDUALS BENEFITTING FOR EACH ACTIVITY AS A RESULT OF THIS PROJECT:

- Total beneficiaries: 1,748
- Total low/mod beneficiaries: 1,748

2. Activity Scope of Work ("Work")

3. • The Silveira Community Center is an existing public facility owned and operated by the City of Lakeport. Currently the center is in need of providing ADA accessibility to serve as a Community Resiliency Center during a disaster, emergency, or weather event. To address these challenges and allow the Center to serve as a Community Resilience Center, this project will update the building all community members the ability to access the space during disaster and non-disaster times. This project will benefit the whole community and specifically the 1748 disabled adults that currently cannot fully access this community center.

4. Budget Worksheets (attached)

The Project budget is included below as Attachments 1 and 2.

Attachment 1 – Grants Network Budget Worksheet is the high level, official budget for the Project. Any adjustments of this budget will result in either a budget revision or amendment.

Attachment 2 – Total Activity Budget Worksheet is the overall, detailed project budget submitted with the application. This budget provides a breakdown of the Grants Network Budget Worksheet. Only changes to the Total Activity Budget Worksheet that impact the Grants Network Budget Worksheet will result in either a budget revision or amendment.

When applicable, documentation that supports the indirect cost rate and ADCs is included as Attachment 6.

5. Performance Measures

The following performance measures, included as Attachment 3, have been determined to be required for the monthly activity report, at the discretion of HCD and they are in bold below. Each month the Subrecipient will report on how the Project has progress on reaching the target numbers. The proposed target numbers are based on information provided by the Subrecipient and the Work Deliverable is identified per Activity performance measure. Projects are not required to report on the non-bolded items.

6. Project Schedule

The Project Schedule for the Project is included below as Attachment 4.

7. Application (attached)

In addition to the above detail, the Application is included as Attachment 5 for further details. In the event of a direct conflict between Exhibit F language above and the Application, this Exhibit F supersedes the Application, to the extent of the conflict.

Attachments:

1. Grants Network Budget Worksheet
2. Total Activity Budget Worksheet
3. Performance Measures
4. Project Schedule
5. Application

Exhibit F

Attachment 1: Grants Network Budget Worksheet

Passthrough Agency: California Department of Housing and Community Development
Program: 2018 CDBG-MIT RIP Set Aside Project Application
Project Name/Title: Silveira Community Center ADA Improvements
Org Name: CIty of Lakeport
Stage: Pre-Award

Report Date: 09/23/2024
Requested By: Nicholas Walker
nwalker@cityoflakeport.com

Budget Items

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Activity										
Activity Total			**0**	**$0.00**	**$0.00**	**$1,156,520.00**	**$0.00**		**$0.00**	
General Administration										
General Administration Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Activity Delivery										
Activity Delivery Total			**0**	**$0.00**	**$0.00**	**$117,500.00**	**$0.00**		**$0.00**	

Other

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
Other										
Other Total			**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	
Grant Total			**0**	**$0.00**	**$0.00**	**$1,274,020.00**	**$0.00**		**$0.00**	

Budget Report, Created by Nicholas Walker, nwalker@cityoflakeport.com, 09/23/2024
Source: eCivis™ Portal
http://www.ecivis.com/

Attachment 2: Total Activity Budget Worksheet

BUDGET TEMPLATE

AGENCY: City of Lakeport
PROGRAM: 2018 MIT-RIP
STAGE: Application
REPORT DATE: 03/22/2024
REQUESTED BY: HCD

ACTIVITY COSTS

Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Funding Source
Engineering and Design	Engineering and Design 100% plans for bid				$175,127.00		*MIT RIP*
Site Work Construction	Existing Conditions				$9,000.00		*MIT RIP*
Site Work Construction	Concrete				$21,250.00		*MIT RIP*
Site Work Construction	Wood, Plastics, And Composites				$35,162.00		*MIT RIP*
Site Work Construction	Thermal And Moisture Protection				$340.00		*MIT RIP*
Site Work Construction	Openings				$29,000.00		*MIT RIP*
Site Work Construction	Finishes				$111,691.00		*MIT RIP*
Site Work Construction	Specialties				$21,010.00		*MIT RIP*
Site Work Construction	Plumbing				$68,400.00		*MIT RIP*
Site Work Construction	HVAC				$22,100.00		*MIT RIP*
Site Work Construction	Electrical				$22,100.00		*MIT RIP*
Site Work Construction	Electrical Safety And Security				$5,950.00		*MIT RIP*
Site Work Construction	Exterior ADA Access and Egress Improvements				$157,287.00		*MIT RIP*
Site Work Construction	General Conditions				$34,600.00		*MIT RIP*
Site Work Construction	General Requirements				$13,321.00		*MIT RIP*
Site Work Construction	Bonds & Insurance				$9,848.00		*MIT RIP*
Site Work Construction	Contractor's Fee				$24,226.00		*MIT RIP*
Site Work Construction	Design Contingency				$64,200.00		*MIT RIP*
Site Work Construction	Environmental Remediation				$27,291.00		*MIT RIP*
Site Work Construction	Escalation to 12/31/23 (Actual DGS CCCI 18.7% from estimate date to 12/31/23)				$126,557.00		*MIT RIP*
Site Work Construction	Escalation to 12/31/24 (Estimated 9% escalation from 12/31/23 to 12/31/24)				$72,300.00		*MIT RIP*
Contingency	10% of total Activity Costs				$105,760.00		*MIT RIP*
				$0.00	$0.00	$0.00	
	ACTIVITY COST TOTALS:			**$0.00**	**$1,156,520.00**	**$0.00**	

ACTIVITY DELIVERY COSTS

Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	Funding Source
Project Management & Construction Support	*Vendor management, meetings, reporting, RFP announcement, vendor selection, contracting, project timeline meetings*				$40,000.00		*MIT RIP*
Project Inspection	Daily inspections, reports, and approvals. Provide RFI, change order review and approvals.				$25,000.00		*MIT RIP*
Environmental	Prepare required CEST documentation and support				$7,500.00		*MIT RIP*
Contract Support	Project reporting, meetings with HCD, fiscal support and draw				$ 45,000.00		*MIT RIP*
	ACTIVITY DELIVERY COST TOTALS:			**$0.00**	**$117,500.00**	**$0.00**	

	Extended Cost	Direct Cost	Indirect Cost
GRAND TOTALS:	**$0.00**	**$1,274,020.00**	**$0.00**

Attachment 3: Performance Measures		
Goal Title	**Subgoals**	**Work Deliverable**
National Objective	**# Extremely Low Income (0-30% HAMFI)**	
	# Low-Income (30-50% HAMFI)	
	# Moderate Income (50-80% HAMFI)	
	# Above Moderate Income (80-100% HAMFI)	
Hispanic Ethnicity Plus Race of Beneficiaries	**# American Indian/Alaska Native + Hispanic**	
	# American Indian/Alaska Native and Black/African American + Hispanic	
	# American Indian/Alaska Native and White + Hispanic	
	# Asian	
	# Asian and White	
	# Asian and Black/African American	
	# Asian and Black/African American and White	
	# Native Hawaiian/Other Pacific Islander	
	# Other Multi-Racial + Hispanic	
	# White	
	# Unknown Race	
	# Female Head of Household	
Non-Hispanic Ethnicity Plus Race of Beneficiaries	**# American Indian/Alaska Native**	
	# American Indian/Alaska Native and Black	
	# American Indian/Alaska Native and White	
	# Asian	
	# Asian and White	
	# Asian and Black/African American	
	# Asian and Black/African American and White	
	# Native Hawaiian/Other Pacific Islander	
	# Other Multi-Racial	

Attachment 3: Performance Measures		
Goal Title	**Subgoals**	**Work Deliverable**
	# White	
	# Unknown Race	
	# Female Head of Household	
Targeted Section 3 Labor Hours	**# of Section 3 Labor Hours**	
	# of Total Labor Hours	
Public Facilities and Improvements – Covered and Non-Covered Projects	% reduction in loss of service	
	% reduction in emergency maintenance costs	
	# of non-invasive species trees planted on project sites	
	# of acres green infrastructure created	
	# cubic feet of stormwater storage added	
	# acres of newly added or improved green space	
	# of Linear miles of Public Improvement	
	% reduction in energy costs	
	# of public facilities	**1**
	# of Linear feet of Public Improvement	
	# of green infrastructure projects constructed	
	# of acres of native vegetation planted	
	# of fewer outages of critical facilities and utilities	
	# of buildings (non-residential)	
	# of vacant lots repurposed	
	# of acres green space created	
	# of Non-business Organizations benefitting	
	# of water control structures repaired/replaced	
	# of acres with improved multiple hazard risk mapping	
	# or % Other	
Project Status: Phase active this reporting period, enter 1.	**0%**	
	Pre-Construction	
	Construction Started	

Attachment 3: Performance Measures		
Goal Title	**Subgoals**	**Work Deliverable**
	Construction 50% Completed	
	Construction 100% Completed	
	Closed-Out	
Expenditure Status: Phase active this reporting period, enter 1.	**0% expended**	
	1-25% expended	
	26-50% expended	
	51-75% expended	
	76-99% expended	
	100% expended	
Contract Milestones: Phase active this reporting period, enter 1	***1: Execution of AUGF***	
	2: Activity Initiation.	
	3: First Financial Report submission	
	4: 50 percent project completion	
	5: Reimbursement for 75 percent of grant funds submitted to HCD	
	6: Construction Complete	
	7: Submission of Final Financial Report and Close-Out Documents	
	8. Contract Expiration	
Household Demographics	**# Disabled**	
	# Senior	
	# Homeless	
	# Foster Youth	
	# Single-Parent Household	
	# Veterans	
	# of Limited English speaking	
	# Other	
Activity Report Narrative Request:	**In the narrative section please include:**	

Attachment 3: Performance Measures		
Goal Title	**Subgoals**	**Work Deliverable**
	1. Summary of work completed in the reporting period including reference to specific deliverables as indicated in scope of work **2. Report problems or delays during the reporting period or anticipated problems/delays.** 3. UNM Only: Measurable impacts narrative: **a.** Status update on how the subrecipient is preparing/planning to collect measurable mitigation impacts from the project	

Attachment 4: Project Schedule

Term of Agreement and Performance Milestones

A. Term of Agreement:

All grant funds must be expended at least ninety (90) days prior to the Agreement expiration date.

This Agreement will expire as set forth in Section 2 of the STD 213.

B. Performance Milestones:

Subrecipient shall adhere to the performance milestones as captured in Exhibit F. Time is of the essence with respect to all such milestones.

1) Execution of AUGF by 60 days from the STD 213 execution.

2) Activity Initiation: sixty (60) days from the Execution date of AUGF. Activity Initiation is defined as issue RFP from design professional.

3) First Financial Report submission requesting reimbursement of grant funds by 9 months from STD 213 execution.

4) Project achieves fifty (50) percent completion, as defined by the subrecipient by 12 months from STD 213 execution. This is defined as completion of design and procurement of construction contractor.

5) Project reaches seventy-five (75) percent of grant funds submitted to the Department for reimbursement by 13 months of STD 213 execution defined as 50 percent of construction contractor work completed.

6) Project reaches construction completion by 14 months execution of STD 213. This shall be defined by filing a notice of completion.

7) Subrecipient must submit Final Financial Report and Close-Out Documents to the Department for final approval by the Department at least one hundred and twenty (120) days prior to the agreement expiration date.

8) Agreement Expiration Date is the date as set forth in the STD 213.

Set Aside Application: CIty of Lakeport - Silveira Community Center ADA Improvements

Applications
CIty of Lakeport - Silveira Community Center ADA Improvements

A. General Information

Profile

Project Title

Below, please enter the Project Title for your application. This will be used by HCD to track the project.

Project Title Format: [Jurisdiction Name] - [Project Name]
Ex: Sacramento, City of – Community Food Bank

1. Project Title
CIty of Lakeport - Silveira Community Center ADA Improvements

Applicant Information

2. Select Applicant
City of Lakeport

2a. Please type applicant name exactly as captured in question 2.
City of Lakeport

3. Applicant Street Address
225 Park St

4. Applicant City
Lakeport

5. Applicant State
CA

6. Applicant Zip Code
95453

B. Census Data

Project census location: The census information in this section will be used for legislative and congressional district tracking.

Please use the census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at Low- and Moderate-Income Area Data, based on 2011-2015 ACS (https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd) to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit (link) Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

1. Will this project impact more than one census block group?
Yes

2. Enter project census block group(s)
Census Tract 4 - Block Group 1,2,3,4,5

C. Project Scope of Work

Project Location

If the project will occur in more than one place or doesn't have phyiscal address, please use the organization address for reference below.

1. Project Street Address
500 North Main St.

2. Project City
Lakeport

3. Project State
CA

4. Project Zip Code
95453

Project Description

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where it will take place, how it will be done and when it will be completed. This should be a similar description provided for the NEPA. By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

5. Project Description

Project Overview

The Silveira Community Center, a public facility owned and operated by the City of Lakeport located at 500 N. Main Street, plays a crucial role in our community by providing a venue for social , recreational, educational, cultural activities and refuge center in times of need. However, the existing facility is lacking ADA ingress/egress access and restroom facilities are outdated, poorly maintained, and inaccessible for people with disabilities. To address these challenges and enhance community resilience, we propose a comprehensive renovation project. This project will include, replacing plumbing, fixtures, flooring, lighting, and ventilation systems, as well as installing grab bars, ramps, wider doors, and lower sinks and toilets. This project aligns with the CDBG-MIT-RIP program's objectives by emphasizing risk reduction, equity, and community empowerment. By investing in infrastructure improvements, we create a safer and more inclusive Lakeport.

Project Objectives

1. Mitigation-Related Infrastructure Enhancement:

o Wildfire Risk Reduction: By renovating the facility and restrooms for ADA access, we will contribute to overall community safety during wildfire and other emergency events. Accessible facilities ensure that all individuals, including vulnerable populations, can seek refuge at the center and have access to the facility.

2. Prioritizing Vulnerable and Low-to-Moderate Income (LMI) Populations:

o Accessibility: Installing grab bars, ramps, wider doors, and lower sinks and toilets will benefit people with disabilities, seniors, and families with young children.

o Equitable Access: The renovated restrooms will serve as a vital resource for low-income households lacking adequate facilities at home.

Beneficiaries

The project will directly benefit:

• Community Members: All residents who utilize the Silveira Community Center for events, programs, and gatherings.

• People with Disabilities: ADA-compliant restrooms and access will promote inclusivity and dignity.

• Seniors: Elderly individuals will find the updated facilities more user-friendly and accessible with wheelchairs, walkers and other aides.

• Families with Young Children: Enhanced accessibility accommodates families with strollers and young children.

• Low-Income Households: Access to well-maintained facility and restrooms is critical for those facing economic challenges during times of high need and disasters.

Implementation Approach

1. Design Phase:

o Procurement of Licensed Design Professional: Follow Federally required procurement procedures, pursuant to 2 CFR Part 200, to engage a qualified professional to create detailed plans for renovations, emphasizing ADA compliance and disaster resilience.

o Competitive Bidding Process: Select contractors through a sealed bid process, as outlined in 2 CFR Part 200 and local/state contract requirements.

2. Construction Phase:

o Contractor Selection: Choose a contractor to execute the renovation work, enter into contract and receive the required bonds.

o Supervision: The City's Public Works Department will oversee construction and approve payments.

Project Timeline

• Start Date: July 1, 2024

• Completion Date: December 31, 2025

• Total Duration: 18 months

Desired Outcome

Upon completion, the Silveira Community Center will offer modern, accessible, and resilient restroom facilities, supporting the well-being of all community members, especially those most vulnerable.

D. Subrecipient Grantee

1. Eligible Applicants may work with a Grantee, called a Subrecipient Grantee, to assist them in implementation of their proposed project. A Subrecipient Grantee is a local government, special district, Tribal Entity, or other similar entity.

2. Does the application include a Subrecipient Grantee? (Unit of local government, special district or similar entity)

No

E. Eligible Activity

Eligible CDBG-MIT activities include, but are not limited to, the acquisition, reconstruction, rehabilitation or installation of public facilities and improvements (HCDA Section 105(a)(2) – Public Facilities and Improvements and MIT-RIP P&P 1.2). Choose all eligible type activities that apply to your project.

Choose your eligible activity category from the list. Eligible activities are defined by 24 CFR 570.482 et. Seq.

https://www.law.cornell.edu/cfr/text/24/570.482 Please check all that apply.

1. Eligible Activity Category
Installation of Public Facilities and Improvements

2. Explain how your project meets the definition(s) of each of the eligible type activities that you selected in the question above
This project meets the definition of Installation of Public Facilities and Improvements because it involves the renovation of an existing public facility (the Silveira Community Center) to improve its accessibility, functionality, and quality for the benefit of the community. The project includes the following eligible type activities:
- Installation of plumbing systems and fixtures in the restrooms
- Installation of flooring, lighting, and ventilation systems in the restrooms
- Installation of grab bars, ramps, wider doors, and lower sinks and toilets in the restrooms to comply with the ADA standards
- Installation of access and egress improvements to the facility

These activities will enhance the public facility and improve its service to the community, especially for those with disabilities, seniors, families with young children, and low-income households who lack adequate facilities at home. The project will also increase the resilience of the community center to future disasters by improving its sanitary conditions and safety.

HUD defines mitigation as: Activities that increase resilience and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. See (MIT-PPS P&Ps Section 2.5 or MIT-RIP section 1.2.3)

3. Provide a detailed description of how the project will meet the definition of mitigation.
The project, in addition to its accessibility and safety enhancements, offers two crucial benefits that squarely meet the criteria of mitigation. First, it significantly improves the existing medical respite facility, which serves as a temporary shelter and care center for homeless or unstably housed individuals during emergencies. By enhancing this facility, we directly address the long-term risk of loss of life, injury, and suffering. Specifically:
1. Medical Respite Facility Enhancement:
o The upgraded medical respite facility will provide a safe haven for those recovering from illness or injury during crises. By offering a clean and secure environment, it reduces the risk of infection and complications for vulnerable populations.
o Moreover, this facility doubles as an alternative care site when health services experience a surge in demand due to disasters. By preventing unnecessary hospitalizations and emergency room visits, it contributes to long-term resilience.
Secondly, the project incorporates essential infrastructure elements—namely, an emergency backup generator and solar panels. These additions position the facility as a PG&E community resiliency center during public safety power shutoffs or other power outages. Here's how this aspect aligns with mitigation:
2. Community Resiliency Center:
o During emergencies, residents can rely on this center for critical services. It ensures access to electricity, cooling, heating, water, Wi-Fi, and other essentials.
o By providing a safe and comfortable space, the community resiliency center mitigates the hardship faced by residents during power disruptions.
o Additionally, it fosters better communication and coordination among local agencies and community members, enhancing overall disaster preparedness.
In summary, this project not only bolsters resilience but also significantly reduces suffering and hardship, especially for those most vulnerable to the impacts of future disasters. By addressing both immediate and long-term needs, it exemplifies effective mitigation strategies.

F. Operations and Maintenance Plan (O&M)

HUD requires all Mitigation projects include an Operation and Maintenance Plan (O&M).

Each subrecipients must plan for the long-term operation and maintenance of infrastructure and public facility projects funded with CDBG–MIT funds. The subrecipients must describe in its maintenance plan how it will fund long-term operation and maintenance for CDBG– MIT projects. Funding options might include State or local resources, borrowing authority or retargeting of existing financial resources. If operations and maintenance plans are reliant on any proposed changes to existing taxation policies or tax collection practices, those changes and relevant milestones should be expressly included in the maintenance plan. Additionally, the subrecipient must describe any State or local resources that have been identified for the operation and maintenance costs of projects assisted with CDBG–MIT funds.

1. Please describe how you will plan for long term operations and maintenance of the proposed project

Introduction: The Silveira Community Center stands as a vital nexus for community engagement and enrichment within the City of Lakeport. To ensure its continued functionality and service provision, the City of Lakeport has formulated this Operation and Maintenance Plan in alignment with the requirements stipulated by the Community Development Block Grant for Mitigation (CDBG-MIT) funds from HUD.

Funding Strategy: The operation and maintenance costs of the Silveira Community Center will be sustained through a strategic combination of the general fund, borrowing authority, and reallocation of existing financial resources. Funding primarily originates from the general fund, supplemented by user fees and generous donations. In instances of budgetary constraints, options such as municipal bonds will be explored. Any alterations to taxation policies or tax collection practices affecting funding will be vigilantly monitored and addressed accordingly.

Long-Term Planning: Maintenance responsibilities for the Silveira Community Center are entrusted to the Parks, Buildings, and Grounds department. Approximately 20 hours per week will be dedicated to cleaning, landscaping, minor repairs, and general upkeep. Administrative staff will contribute a similar time allocation to oversee day-to-day operations, encompassing event scheduling, rentals, staff management, and regulatory compliance. An emergency preparedness plan will be devised to ensure swift and effective responses to unforeseen circumstances, minimizing disruptions to center activities.

Role of Recreation Program: Recognizing the integral role of recreation, the City of Lakeport is currently developing a Recreation Program tailored to complement the operations of the Silveira Community Center. This program will provide diverse recreational activities and programs for all age groups, further solidifying the center's position as a focal point for community engagement.

Incorporating Public Input: To foster community engagement, the Parks/ Buildings and Grounds Department will actively seek input from the public through surveys, online feedback forms on the department's webpage, and suggestion boxes. This proactive approach enables the gathering of valuable insights and suggestions regarding the maintenance of the Silveira Community Center, thereby enhancing community stewardship and encouraging volunteerism.

Utilizing Community Volunteer Resources: Volunteer engagement will be instrumental in both planning and executing upgrades to the Silveira Community Center. Community members will be actively involved in small-scale improvements and facility beautification projects, fostering a sense of ownership and pride. Moreover, involving community-based interest groups in facility enhancements strengthens relationships between residents and the center, paving the way for sustained care and maintenance.

Conclusion: The City of Lakeport is steadfast in its commitment to ensuring the efficient operation and maintenance of the Silveira Community Center. By leveraging the general fund, engaging community volunteers, and integrating a comprehensive Recreation Program, the city endeavors to uphold the center's standards of service excellence and community enrichment.

G. Most Impacted and Distressed Area (MID)

Projects must benefit the area designated by HUD as the most impacted and distressed areas, or “MID,” within the disaster declared impacted counties under DR-4382 and DR-4407. See MIT-RIP Policies and Procedures Section 1.2.2.

1. Is the project located in a 2018 MID area?

Yes

2. Which 2018 MID area(s) is the project located in or will the project benefit?

Lake County

3. Upload map(s) of project service area in relation to the MID area(s).

MAP.pdf

H. HMGP Match

Projects that are approved for FEMA HMGP Match are eligible for non-federal, local match funding under this Program.

1. Is the application being submitted as a FEMA HMGP match project?

No

I. Performance Measures

Choose a projected performance measure(s) the project intends to meet. Select all that apply (There are no wrong answers).

1. Infrastructure Performance Measures

# of public facilities

2. Based on the projected performance measure(s) selected above please provide an estimated percent or number this project intends to meet. Example: A community food bank project proposes to serve 200 households. Performance Measure: # of households reached Answer: 200 households reached.
Performance Measure: # of public facilities Answer: 1

J. National Objective & Beneficiary Data

Choose the national objective from the list. Criteria for national objectives can be located at 24 CFR 570.483 https://www.law.cornell.edu/cfr/text/24/570.483 and MIT-RIP P&Ps section 1.2

1. National Objective
Low- and Moderate-Income (LMI)

1a. National Objective- LMI
Limited Clientele (LMC)

2. What is the total number of beneficiaries for the project?
1748

3. What is the number of total LMI beneficiaries for the project?
1748

4. Projected LMI beneficiary percentage?
100.00

LMC

To qualify under the LMC national objective, the activity must meet the criteria under HUD's basically CDBG manual, Chapter 3: 3.2.2 : https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-3-Nat-Obj.pdf

5. How will the project meet the LMC national objective?
Benefit a presumed clientele

6. Select the presumed clientele the project will benefit.
Severely Disabled Adults

7. Please describe how the project will serve the selected presumed clientele
Let's delve into how the project City of Lakeport ADA project will primarily benefit the Limited Clientele of Severely Disabled Adults:
1. Enhanced Medical Respite Facility:
o For severely disabled adults, the upgraded medical respite facility plays a pivotal role. It provides a safe and supportive environment for those with disabilities during emergencies.
o Specifically, it offers:
o Accessible Accommodations: The facility ensures that individuals with mobility challenges can navigate comfortably. Features like ramps, wider doorways, and accessible bathrooms cater to their needs.
o Specialized Care: Trained staff can address the unique requirements of disabled adults, including assistance with daily living activities, medication management, and mobility support.
o Medical Equipment: The facility is equipped with necessary medical devices, such as adjustable beds, lifts, and assistive technology.
o Quiet Spaces: Recognizing sensory sensitivities, quiet areas allow disabled adults to rest and recover without unnecessary disturbances.
2. Community Resiliency Center during times of high need:
o Severely disabled adults often face heightened vulnerability during power outages or other emergencies. The community resiliency center directly addresses their needs:
o Power Backup: With emergency generators, the center ensures uninterrupted power supply for medical equipment (e.g., ventilators, CPAP machines) that disabled adults rely on.
o Climate Control: Heating and cooling systems maintain a comfortable temperature, critical for those with temperature sensitivity.
o Communication Services: Access to Wi-Fi and communication devices allows disabled adults to stay connected and seek assistance.
o Safe Environment: The center provides a secure space where disabled adults can find refuge during crises.
In summary, this project prioritizes the needs of severely disabled adults by creating a resilient and inclusive environment. By addressing accessibility, specialized care, and emergency preparedness, it aims to reduce suffering and enhance the overall well-being of this vulnerable population.

K. HCD Thresholds

Projects must meet one HCD Program Threshold. Details on HCD program threshold compliance documentation, including, when applicable, lists of qualifying geographic areas and maps, are provided in the program Policies and Procedures Appendix B.

Please note:
-If your project is captured as LMI in Section J above it will automatically meet the benefit low-income community threshold. Please select Benefit Low-Income Communities below.
-If your project is LMC and will benefit a presumed clientele of elderly persons, it will automatically meet the benefit senior citizens thresholds. Please select Benefit Senior Citizens below.
-If your project is LMC and will benefit a presumed clientele of severely disabled adults, it will automatically meet the benefit persons with disabilities thresholds. Please select Benefit Persons with Disabilities Below.
-If your project is an HMGP match project it will automatically meet the leverage threshold. Please select Leverage CalOES, CalFire, or other Funding Source below.

1. Select the HCD Program Threshold the project will meet:
Benefit low resource communities

Threshold: Benefit Low Resource Communities

To meet the HCD program threshold "Benefit Low Resource Communities" the project must qualify under the following definition (See Appendix C of Policies and Procedures):

Project must be located in a census tract with:
A Social Vulnerability Index (SVI) of greater than 0.5 or a local to state median income ratio of less than 0.8;
AND
A total hazard risk percentile greater than 0.6 OR a single hazard percentile greater than 0.8.

2. Enter the low resource community census tract(s) the project is located in or will benefit.
Census Tract 4

3. Upload map of project location/service area and selected Census Tract(s)
Map Zoom.pdf

L. Milestones

Milestones provided in this section will become part of the Standard Agreement. Complete the milestones by providing a length of time to complete each. For example: “90 days from STD 213 execution.”

Please note: Milestone #1 must be completed no later than 60 days after execution for the STD 213.

Additional milestones are optional.

1. Enter proposed length of time to meet Milestone #1 - Execution of Authority to Use Grant Funds (AUGF)
60 days from STD 213 execution

2. Enter proposed length of time to meet Milestone #2 - Construction Initiation
240 days from STD 213 execution

3. Enter proposed length of time to meet Milestone #3 - First financial report submission
180 days from STD 213 execution

4. Enter proposed length of time to meet Milestone #4 - 50 percent project completion
330 days from STD 213 execution

5. Enter proposed length of time to meet Milestone #5 – Reimbursement for 75 percent of grant funds submitted
375 days from STD 213 execution

6. Enter proposed length of time to meet Milestone #6 – Construction Complete
420 days from STD 213 execution

Final financial report and closeout documents must be submitted to HCD following completion of the project and at least 120 days prior to contract expiration to allow time for HCD to complete review, processing, and closeout activities.

7. Enter proposed length of time to meet Milestone #7 – Submission of final financial report and close-out documents
545 days from STD 213 execution

The final milestone is the contract expiration date, which is the date by which all project activity, reporting, monitoring, and closeout activities must be completed. The contract expiration date is 72 months from execution of the STD 213.

8. Enter proposed length of time to meet Final Milestone: contract expiration
1095 days from STD 213 execution

If you would like to add additional milestones, please detail them below.

M. Project Budget

HCD must review projects submitted for funding in terms of cost reasonableness, in accordance with federal regulations found at 2 CFR 200. To fulfill this requirement all projects must be able to support the CDBG-MIT funding request with an explanation of how the amount was determined.

Additionally, projects submitted for CDBG-MIT funding, where CDBG-MIT funding will not fund 100% of the project, must demonstrate that other funds are committed and available to complete the project. The Total Project Budget template found in the application files must be completed to demonstrate the total project cost as well as any other sources of funding.

Funded projects will use Grants Network to submit financial drawdown/reimbursement requests; therefore, the linked eCivis budget must be completed.

1. CDBG-MIT Funding Amount Requested
$1,274,020

2. Provide a basis for the requested funding amount (select all that apply)
Cost Estimate

3. Does the CDBG-MIT funding request equal the total budget amount?
Yes

Total Project Budget (Excel) – must be uploaded using the Workbook Template provided in the application files. The workbook must include the amount requested for this program as well as all other sources. Reminder, the eCivis Budget must also be completed.

7. Upload the Total Project Budget (Excel template)
App K_Total Project Budget Template.xlsx

CDBG-MIT budgets found in the Grants Network portal are required at application submission. Required budget information includes direct costs only. Direct costs for activity must be completed and clearly identified. Do not include any information on indirect cost, match, or cost share. Applications submitted without a complete Grants Network budget will be disqualified without exception or appeal.

8. Have you completed and submitted your CDBG-MIT budget in eCivis?
Yes

Budget narrative should include information about activity viability if the project is only partially funded. For instance, can the project scope be reduced the number of beneficiaries be reduced, can the project be scaled to the amount of funding available. Include budget information that describes your activity budget as uploaded. Make sure the budget narrative has a relationship to the tasks and deliverables described in the application. Applications submitted without a complete Grants Network budget narrative will be disqualified without exception or appeal.

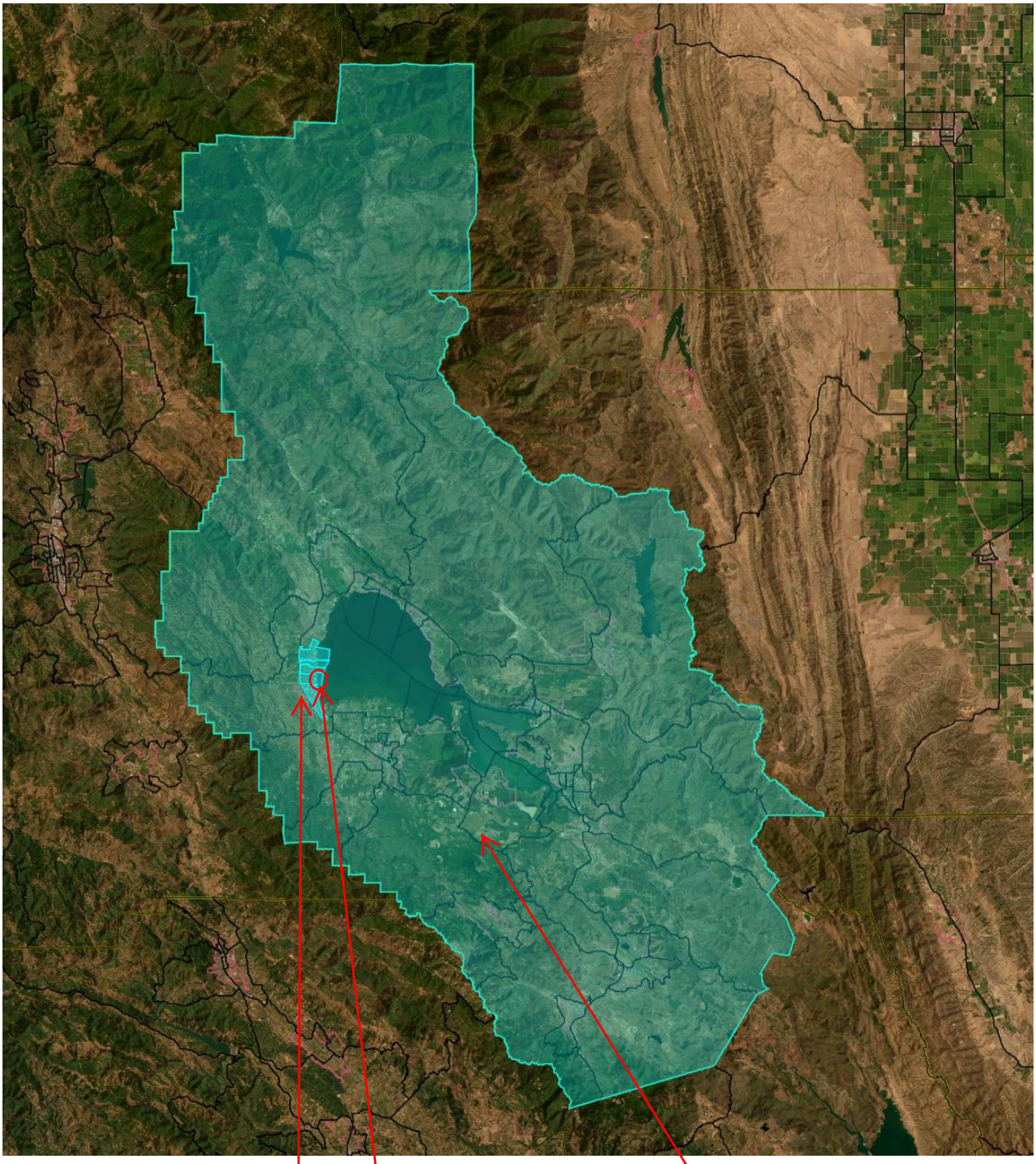
9. Have you completed a detailed narrative of your activity budget within the Grants Network budget template?
Yes

N. Supplemental Application Information

If there is any supplemental information you would like to provide, please use the following field to provide any additional information in a single file upload. Note: this is not a required field.

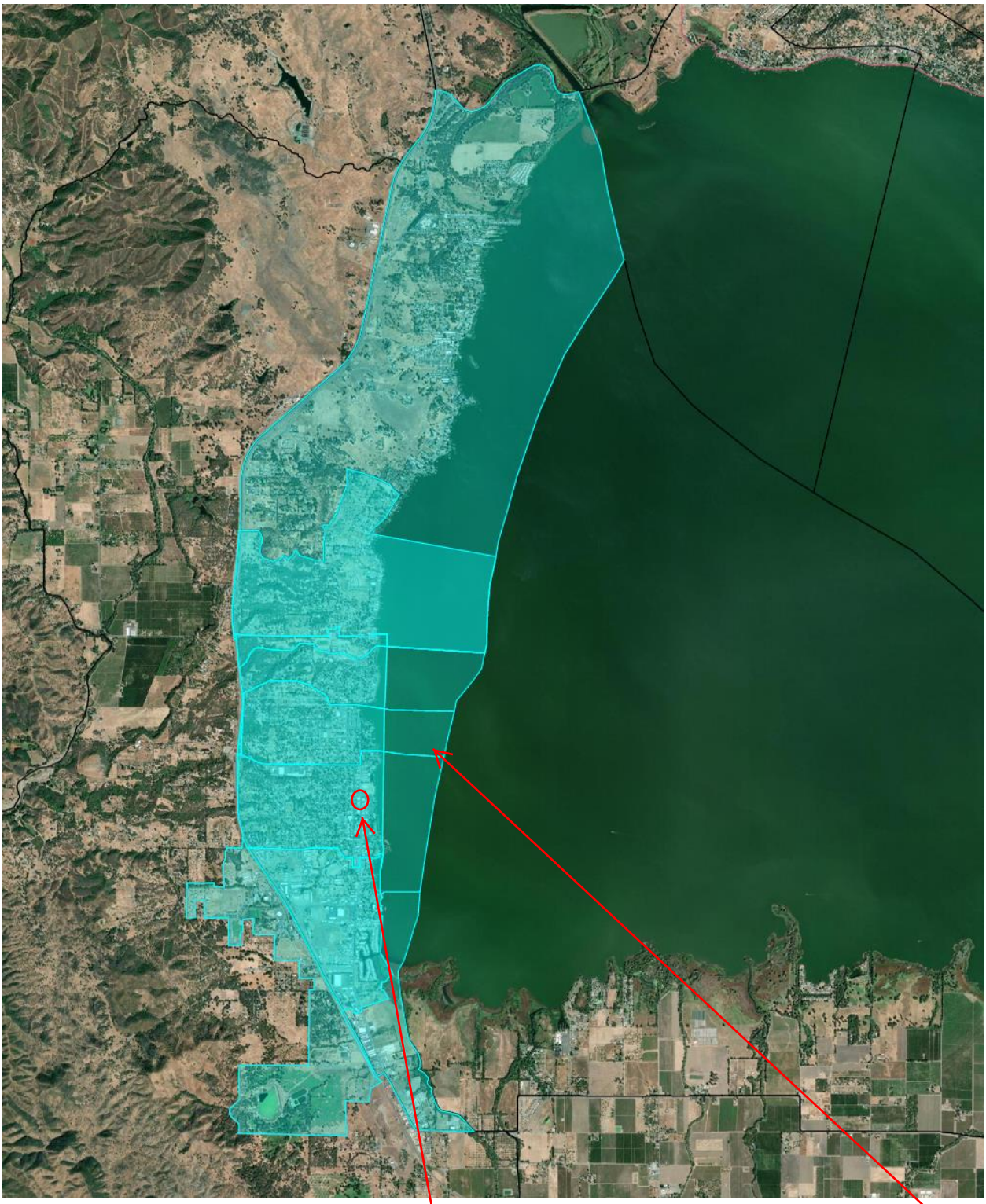
1. Supplemental Upload

Silveira Community Center ADA Improvements





18-
NC 3
Approved Date: 12/7/2023
Prep. Date: 9/20/2024





18-MITRIP-23008
NOFA Date: 11/14/2023
Approved Date: 12/7/2023
Prep. Date: 9/20/2024

Organization Name: City of Lakeport **Program Name:** CDBG-DR-MIT-RIP

DUPLICATION OF BENEFITS AFFIDAVIT

INSTRUCTIONS

The affidavit is divided into three (3) components:

1. Funding Sources
2. Attachments
3. Signature of Authorized Representative

Read each component in full and provide the accurate information.

Part 1. Funding Sources

This affidavit must be completed by all applicant(s) that have applied for and/or received any assistance from the CDBG-DR funded State of California 2017/2018 CDBG-MIT Planning and Public Services and Resilient Infrastructure Program being offered by the California Department of Housing and Community Development (HCD) and signed by the Authorized Representative. The information within this affidavit will provide the California Department of Housing and Community Development (HCD) with vital information for processing the application required by the Stafford Act Section 312 on Duplication of Benefits.

In the table below, indicate with an "X" the program(s) for which you are applying AND any program you have received funds from. Also state the purpose of the assistance and status of the funds.

Source **INSTRUCTION NOTE: Please add further sources as necessary if they are not listed below (REMOVE THIS UPON COMPLETION)**	**Purpose of Assistance** *Ex: Economic Development public services, Rehabilitation & improvements of public facilities*	**Current Status of Funds** *Ex: Obligated from FEMA, Pending Approval, etc.*	**Amount Received ($)**
☐ U.S. Department of Housing and Urban Development			
☐ FEMA National Flood Insurance			
☐ FEMA Individual Assistance or Public Assistance			
☐ FEMA Hazard Mitigation Grant Program (HMGP)			
☐ Small Business Administration			
☐ U.S. Army Corps of Engineers			
☐ U.S. Department of Transportation			

☐ Federal Economic Development Agency			
☐ CARES Act / American Rescue Plan Act			
☐ State and Local Level Housing Department			
☐ State and Local Emergency Management Agency			
☐ State and Local Department of Transportation			
☐ Insurance			
☐ Philanthropic Funds			
☐ Utility Settlement			
☐ Budgeted Local Funds			
☐ Other: _____			
☐ Other: _____			

Part 2. Attachments

Attached to this affidavit are copies of any and all acceptable document for each of the above referenced sources of funds identified as a result of the October 2017, December 2017, August 2018 and/or November 2018 fires, identified as presidentially declared disasters, DR-4344, DR-4353, DR-4382 and/or DR-4407.

Part 3. Signature(s)

I certify that the information provided in this affidavit is true and accurate to the best of my knowledge. I understand that if this information is not correct, it may affect the amount of any funds I may receive or may lead to the recapture of disbursed funds by HCD and/or HUD.

Kevin Ingram
Authorized Representative Printed Name

City of Lakeport
Organization

K. Ingram
Authorized Representative Signature

05/14/2024
Date

WARNING: The information provided on this form is subject to verification by the State of California and the U.S. Department of Housing and Urban Development (HUD) at any time. Title 18, Section 1001 of the U.S. Code states that knowingly and willingly making a false or fraudulent statement to a department of the United States Government can result in termination of assistance and civil and criminal penalties.