



## CITY COUNCIL REGULAR MEETING

Clearlake City Hall Council Chambers

14050 Olympic Dr, Clearlake, CA

Thursday, September 07, 2023

Regular Meeting 6:00 PM

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

## AGENDA

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

### AMERICANS WITH DISABILITY ACT (ADA) REQUESTS

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

### AGENDA REPORTS

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

**Zoom Link:** <https://clearlakeca.zoom.us/j/82621971410>

Or One tap mobile:

+16694449171,,82621971410# US

+12532050468,,82621971410# US

Or join by phone:

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

US: +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 720 707 2699 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000

Webinar ID: 826 2197 1410

International numbers available: <https://clearlakeca.zoom.us/j/kdRtQZj5KQ>

**A. ROLL CALL**

**B. PLEDGE OF ALLEGIANCE**

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

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

**E. PRESENTATIONS**

1. Presentation of a Proclamation Declaring September 22, 2023 as Native American Day

2. Presentation of a Proclamation Declaring September 2023 as Senior Center Month

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

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

3. Approval of Subrecipient Agreement with Citizens Caring 4 Clearlake for Clean CA Grant  
Recommended Action: Approve agreement and authorize City Manager to sign

4. Warrants  
Recommended Action: Receive and file

5. Minutes  
Recommended Action: Receive and file

**H. PUBLIC HEARING**

6. Public Hearing to Adopt Resolution 2023-39 Renewing Ordinance 261-2022 and Approval of the Clearlake Police Department Military Equipment Report  
Recommended Action: Hold Public Hearing, hear public comment, and adopt resolution

**I. BUSINESS**

7. Award of Contract for the 2023 Double Chip Seal Project  
Recommended Action: Approve the contract with Pavement Coatings in the amount of \$626,425.00 and authorize the City Manager to sign

8. Discussion and Consideration of Police Chief's Response to 2022-23 Grand Jury Report on Human Trafficking & School Shootings

**J. CITY MANAGER AND COUNCILMEMBER REPORTS**

**K. FUTURE AGENDA ITEMS**

**L. CLOSED SESSION**

(9) Conference with Legal Counsel - Existing Litigation: Pursuant to Government Code 54956.9 - Mosqueda, Miguel v. City of Clearlake, p.s.i., administered by LWP Claims Solutions, Inc.  
WCAB No: ADJ9170309

(10) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4): (2 cases)

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

**N. ADJOURNMENT**

POSTED: September 1, 2023

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is written in a cursive, flowing style. The first name "Melissa" is written in a larger, more prominent script, and the last name "Swanson" follows in a similar but slightly smaller script. The signature is positioned above a horizontal line.

Melissa Swanson, Administrative Services Director/City Clerk



## **Native American Day September 22, 2023**

**WHEREAS**, on Native American Day, we acknowledge and honor the first people of Lake County and Clearlake, who exemplify the values of all those in our community in their resilience, compassion, and strength; and

**WHEREAS**, Lake County has been home to people for more than 12,000 years, and the richly diverse cultures of the Tribal Nations indigenous to Lake County and Clearlake have influenced every aspect of our community's history; and

**WHEREAS**, Native Americans have helped to make our community stronger and more prosperous; and

**WHEREAS**, we celebrate the richness of the City's unique Tribal history and traditions and the impact Native American cultures have had on every American; and

**NOW, THEREFORE, BE IT PROCLAIMED** that the Clearlake City Council does hereby call upon all citizens to recognize the special contributions Native Americans have made to our City, and salutes those who have sought to honor the important role of Tribal leadership in our City's past, present, and future.

**Dated this 7<sup>th</sup> day of September, 2023**

**Russell Perdock, Mayor**



## **Senior Center Month September 2023**

**WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger Americans; and**

**WHEREAS, the Highlands Senior Service Center has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of the older residents of Clearlake and Lake County; and**

**WHEREAS, through a wide array of services, programs and activities, the Highlands Senior Service Center empowers older adults to contribute to their own health and well-being and the well-being of their fellow citizens of all ages; and**

**WHEREAS, the Highlands Senior Service Center affirms the dignity, self-worth and independence of older persons by facilitating their decisions and actions; tapping their experiences, skills and knowledge, and enabling their continued contributions to the community; and**

**NOW, THEREFORE, BE IT PROCLAIMED that the Clearlake City Council does hereby call upon all citizens to recognize the special contributions of the Highlands Senior Service Center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older adults of our community.**

**Dated this 7<sup>th</sup> day of September, 2023**

**Russell Perdock, Mayor**



# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Authorization of the Clean CA Subrecipient Agreement with Citizens Caring 4 Clearlake

**MEETING DATE:**  
September 7, 2023

**SUBMITTED BY:** Kathy Wells, Finance 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 approve a Clean CA Grant Subrecipient Agreement with Citizens Caring 4 Clearlake (CC4C) for community clean up days, educational program materials, and mural projects in the previously approved and budgeted amount of \$340,892.58.

#### BACKGROUND/DISCUSSION:

In FY 2022-23, the City of Clearlake was awarded \$1.56 million dollars of the Clean CA Grant through the California Department of Transportation and the Council approved a Clean CA Subrecipient Agreement with Lake County Rural Arts Initiative to manage mural projects, community dump days and educational programs. To date, approximately 91,300 square feet of public space and 63 cubic yards of litter have been collected through community dump days and community clean ups and three murals have been installed along businesses on the downtown corridor. Additionally, an anti-littering educational campaign has been implemented at both Burns Valley Elementary and Pomo Elementary.

Moving forward, staff recommends working with the newly reformed CC4C, now a 501(c)(3), to complete the project. CC4C will manage the completion of additional murals, and continue to facilitate community dump days, community clean-ups, and the anti-littering educational campaign at the local elementary schools.

These projects will continue to work in conjunction with the Main Street projects to harmonize ideas, concepts and outcomes.

#### OPTIONS:

1. Move to approve a Clean CA Grant Subrecipient Agreement with CC4C for community cleanup days, educational program materials, and mural projects in the amount not-to-exceed \$340,892.58.
2. Other direction

#### FISCAL IMPACT:

☐ None ☒ not-to-exceed \$340,892.58 Budgeted Item? ☒ Yes ☐ No

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

Section G, Item 3.

Affected fund(s): ☐ General Fund ☐ Measure P Fund ☐ Measure V Fund ☒ Other: 356

Comments:

**STRATEGIC PLAN IMPACT:**

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

**SUGGESTED MOTIONS:**

Move to approve a Clean CA Grant Subrecipient Agreement with CC4C for art project development in the amount not-to-exceed \$340,892.58.

☒ **Attachments:** Clean CA Grant Subrecipient Agreement with Citizens Caring 4 Clearlake



## City of Clearlake

### STANDARD SUBRECIPIENT AGREEMENT FOR CALTRANS-FUNDED PROJECTS BETWEEN THE CITY OF CLEARLAKE AND CITIZENS CARING 4 CLEARLAKE (CC4C)

**Program Year 2022-2024**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Clearlake, whose address is 14050 Olympic Dr., Clearlake, CA 95423 (hereinafter referred to as the "City"), and

Subrecipient Name	Address
CC4C (Citizens Caring 4 Clearlake)	PO Box 867 Clearlake Oaks, CA 95423
Title of Project	Amount of Grant
Clean CA Grant	\$340,892.58

**WHEREAS**, the City has applied for and received funds ("Funds") from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

**WHEREAS**, the City, as an entitlement grantee under the Caltrans program ("Caltrans Program") per 24 CFR 570 Subpart "D", wishes to engage the Subrecipient to assist the City in utilizing such Funds;

**NOW, THEREFORE**, in consideration of the covenants, terms, conditions, and provisions set forth in this Agreement, the parties agree:

1. **DEFINITIONS:** As used in this Agreement:

- A. "Subrecipient" means a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving Caltrans funds from the City.
- B. "Contractor" means an entity other than the Subrecipient that furnishes to the City or Subrecipient services or supplies (other than standard commercial supplies, office space or printing services).
- C. "City" means City of Clearlake.
- D. "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of more than \$300 per unit.

- E. "Real Property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.
- F. "Supplies" means all expendable tangible personal property other than *equipment* as defined in this part.
- G. "RGA" means the Clean CA Restricted Grant Agreement between Caltrans and the City of Clearlake.
2. SCOPE OF SERVICES: The Subrecipient shall perform all services according to the Scope of Services attached as Exhibit "A" and made part of this Agreement.
  3. BUDGET: The Subrecipient shall provide all services described in Exhibit "A" and made part of this Agreement. The City may require a more detailed budget breakdown than the one included herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by the City and the Subrecipient.
  4. TERM OF AGREEMENT: This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_, 2023, and end on the 30<sup>th</sup> day of June, 2024. All work shall be completed by June 30<sup>th</sup>, 2024 with closeout being completed no later than 60 days after. The Subrecipient agrees to comply with reversion of assets requirements set forth under 24 CFR 570.503(b)(7) as well as usage requirements for real property acquired or improved in whole or in part using funds in excess of \$25,000 as set forth under 24 CFR 570.505.
  5. AMENDMENTS: The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by their duly authorized representatives. Such amendments shall not invalidate this Agreement, nor relieve or release any party from its obligations under this Agreement. At any time during the term of this Agreement, the City, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for any other reasons. If such amendments result in a change in the funding, the scope of Services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by the parties.
  6. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this Agreement shall be performed in accordance with the approved Scope of Services, the approved Budget, and the Grant Conditions.
  7. SUBCONTRACTING: The performance covered by this Agreement shall not be subcontracted, assigned, or delegated without the prior written consent of the City. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance.
  8. PAYMENT: It is expressly understood and agreed that in no event will the City's payment to the Subrecipient exceed **\$340,892.58** (USD) for full and complete satisfactory performance of this Agreement. Full and complete satisfactory performance shall include complying with the Scope of Services, showing accomplishments consistent with goals, and fulfilling this Agreement as provided in accordance with the terms and conditions contained herein and in accordance with the provisions of this agreement and authorized by Caltrans in the Restricted Grant Agreement (RGA) with the City of Clearlake.

With the exception of certain advances, payments will be made only for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

If funding for any fiscal year is reduced or deleted by the US Congress or State Legislature of Caltrans for the purposes of this program, the City shall have the option to either terminate or reduce this agreement with no liability.

- A. UNIFORM ADMINISTRATIVE REQUIREMENTS: The Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Grants identified in 2 CFR 200 or the related Caltrans provision.
- B. DOCUMENTATION OF COSTS: All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- C. EQUIPMENT PURCHASES: Equipment purchased with Caltrans funds shall require prior approval by the City. Plans to purchase equipment must also be documented in the Subrecipient's application budget. The Subrecipient must document all equipment costs, in addition to keeping an up-to-date inventory of all equipment that includes, as necessary, a schedule of depreciation for each piece of equipment.
- D. REQUESTS FOR PAYMENT: All requests for funds shall identify the corresponding budget line item. The Subrecipient shall certify that its financial management system complies with the standards in 2 CFR 200.302. The Subrecipient shall submit all requests for funds in a timely manner.
- E. RESTRICTION ON DISBURSEMENTS: No money under this Agreement shall be disbursed by the Subrecipient to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement and City/ Caltrans regulations and unless the contractor is in compliance with City/Caltrans requirements for applicable accounting and fiscal matters as described herein.
- F. RECORDS:

(1) Establishment and Maintenance of Records:

The Subrecipient shall maintain all records required by the Federal regulations that are pertinent to the activities to be funded under this Agreement. Records shall be maintained in accordance with requirements prescribed by Caltrans or the City with respect to all matters covered by this Agreement. The Subrecipient's files shall be orderly, comprehensive, secured for confidentiality where necessary, and up-to-date. The Subrecipient shall establish a process for determining which records need to be retained and for how long. Except as otherwise authorized by City, such records shall be maintained for a period of five (5) years after final closeout of the grant by the City, or longer if there is ongoing action that concerns the records. Records shall include:

- (a) Records providing a full description of the activity undertaken;
- (b) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Caltrans assistance;
- (c) Financial records

(2) Retention:

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to Caltrans in which the activities assisted under the Agreement are reported on for the final time. Close-outs:

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed by November 1, 2024.

9. RETENTION OF RECORDS/AUDITS:

- a. Subrecipient, its contractors, subcontractors, and sub-recipients, agree to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. Subrecipient, its contractors, and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of Agency, its contractors, subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Subrecipient, its contractors, subcontractors, and sub-recipients connected with Project performance under this agreement shall be maintained for a minimum of three (3) years from date of final payment to Subrecipient and shall be held open to inspection, copying, and audit by representatives of Caltrans, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Subrecipient, its contractors, and subcontractors upon receipt of any request made by Caltrans or its agents. In conducting an audit of the costs and match credits claimed under this agreement and the Restricted Agreement between City and Caltrans, Caltrans will rely to the maximum extent possible on any prior audit of Agency pursuant to the provisions of State and Agency law. In the absence of such audit, any acceptable audit work performed by Agency's external and internal auditors may be relied upon and used by Caltrans when planning and conducting additional audits.
- c. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of Subrecipient's contracts with third parties pursuant to Government Code Section 8546.7, Subrecipient, its contractors, and subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment from Caltrans to City under the Restricted Grant Agreement between the City and Caltrans. Caltrans, the California State Auditor, or any duly authorized representative of Caltrans or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and Agency shall furnish copies thereof if requested.
- d. Subrecipient, its contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by Caltrans, for the purpose of any investigation to ascertain compliance with the Restricted Grant Agreement between the City and Caltrans.
- e. Any contract with a contractor, subcontractor, or subrecipient entered into as a result of the Restricted Grant Agreement between the City and Caltrans shall contain all provisions of this article.

10. NOTICES: All notices, correspondence, and other communications concerning this Agreement shall be directed to the parties' duly authorized representatives at the addresses set forth below or at any

other addresses as may be noticed, in writing. Any notice required to be given to the Subrecipient shall be deemed to be duly and properly given if mailed to the Subrecipient, postage prepaid, addressed to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_, CA 9\_\_\_\_

Required notice may also be personally delivered to the Subrecipient at such address or at such other addresses as the Subrecipient may designate in writing to the City.

Any notice required to be given to the City shall be deemed to be duly and properly given if mailed to the City, postage prepaid, addressed to:

**City of Clearlake**  
**ATTN: Kathy Wells, Director of Finance**  
**14050 Olympic Dr.**  
**Clearlake, CA 95422**

Required notice may also be personally delivered to the City at such address or at such other addresses as the City may designate in writing to the Subrecipient.

**11. TERMINATION OF AGREEMENT:**

- A. Upon thirty days’ prior written notice, City may cancel this Agreement at any time and without cause upon such written notification to Subrecipient. In the event of termination, Subrecipient shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Subrecipient delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Subrecipient or prepared by or for Subrecipient or the City in connection with this Agreement.
- B. The Subrecipient may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the City, acted upon by the City within ten (10) days of receipt of the notice of request to terminate. The decision of the City shall be final and conclusive, provided that such approval shall not be unreasonably withheld.

**12. PROGRAM CLOSEOUT:** The Subrecipient’s obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments, disposing of Caltrans Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

**13. USE AND REVERSION OF ASSETS:** Upon the expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the City any Funds on hand at the time of expiration and any accounts receivable attributable to the use of City Funds. With respect to any real property under the Subrecipient’s control that was acquired or improved in whole or in part with City Funds refer to the requirements identified under 21(M) – PROPERTY OWNERSHIP AND PROCUREMENT of the RGA between Caltrans and City.

**14. COPYRIGHTS:** Subrecipient agrees to obtain an Artist Release Form from all artists associated with the Project. If this Agreement results in a publication or other copyrightable material, the author may copyright the work, but the City and Caltrans reserve royalty free, nonexclusive, and irrevocable licenses to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all

material which can be copyrighted. Subrecipient acknowledges that City provided a “Before” photograph of the Project with the City’s application for the Clean California Local Grant Program. Subrecipient acknowledges and agrees that City must provide an “After” photograph of the Project as part of the close out reporting process.

- a. City warrants it is the copyright owner of the “Before” and “After” Project photographs.
- b. Neither the “Before” nor “After” Project photographs shall include faces of any individuals.
- c. Subrecipient grants to City and Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print of the “Before” and “After” Project photographs, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication.
- d. When applicable, Subrecipient shall obtain and provide to Caltrans any and all documentation Caltrans reasonably determines is necessary or desirable to perfect the license described in the Restricted Grant Agreement between the City and Caltrans. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.
- e. Limited Grant of Rights to Caltrans for Use of Educational Programming (“educational programming”) Created or Produced for Project and Visual Art Located Outside of State Right-of-Way (“Artwork”) Created or Produced for Project
  - i. Educational programming: Agency shall obtain from any and all copyright owner(s) of educational programming a sublicensable, irrevocable, perpetual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for the Project under the Restricted Grant Agreement between the City and Caltrans, or derivatives thereof, for non-commercial purposes or any State government purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, exhibition catalogues or other similar publication. Agency shall obtain any and all other intellectual property rights necessary to make this grant to Caltrans as described in the Restricted Grant Agreement between the City and Caltrans.
  - ii. Agency grants to Caltrans an irrevocable, perpetual, royalty-free, sublicensable, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of the educational programming created or produced for Project under the Restricted Grant Agreement between the City and Caltrans, or derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication.
  - iii. When applicable, Agency shall obtain and provide to Caltrans any and all documentation Caltrans reasonably determines is necessary or desirable to perfect the license or sublicense described in this Restricted Grant Agreement between the City and Caltrans. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.
  - iv. To the extent any logos, including trademarks or service marks, belonging to third parties and/or the Agency are used on educational programming created or produced for Project, Agency agrees to obtain and grant all necessary rights for Caltrans to use and allow agents of Caltrans to use the logos in connection with use of the educational programming for non-commercial purposes or State

government purposes. This includes but is not limited to reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education and exhibition catalogues or other similar publication. This documentation shall be provided to Caltrans within fifteen (15) days of written notice that this documentation is required.

- f. Agency shall obtain from the artist(s), or any other copyright owner(s) of artwork, a sublicensable, Irrevocable, perceptual, royalty-free, unlimited, worldwide license to prepare derivative works, make, publish, display, and distribute two-dimensional reproductions and/or copies, digitally and in print, of artwork created or produced for Project under the RGA between Caltrans and the City, derivatives thereof, for non-commercial purposes or any State government purposes. This includes, but is not limited to, reproductions used in brochures, media publicity, public outreach campaigns (including television and social media campaigns), education, and exhibition catalogues or other similar publication. Agency shall obtain any and all other intellectual property rights necessary to make this Grant to Caltrans described in the RGA between Caltrans and the City.

15. PATENTS: Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to Caltrans for determination by Caltrans as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

#### Government Purpose Rights for Inventions

- A. Inventions are any idea, methodologies, design, concept, technique, inventions, discovery, improvement or development regardless of patentability made solely by Agency or jointly with the Agency's contractor, subcontractor and/or subrecipient during the term of this RGA between Caltrans and the City, provided that either the conception or reduction to practice thereof occurs during the term of this RGA and in performance of work issued under this RGA between Caltrans and the City.
- B. City and Caltrans will have Government Purpose Rights to any inventions created as a result of the Project. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights, and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose any said invention. "Government Purpose Rights" also include the right to release or disclose any said invention(s) outside Caltrans for any State government purpose. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the invention(s) for any commercial purpose.

#### Additional Intellectual Property Provisions

- A. To the extent any intellectual property is created or produced for Project under this agreement, and not covered in other provisions of the RGA between Caltrans and the City, Subrecipient agrees to take reasonable steps to ensure that City and Caltrans has the rights necessary to allow for use of the intellectual property in a fashion substantially similar to other rights for non-commercial uses and State government purposes described in the RGA between Caltrans and the City.
- B. If additional uses are reasonably determined to be needed by City or Caltrans for public outreach purposes, Subrecipient will obtain rights and grant City and/or Caltrans and its agents said additional rights for use of the "Before" and "After" Project photos, artwork created or produced for Project under the RGA between Caltrans and the City. The grant will be an irrevocable, non-exclusive, perpetual, royalty-free, sublicensable, unlimited, worldwide license.
- C. When requested to do so by agency, all reproductions and/or copies by Caltrans of "Before" or "After" Project photographs, educational programming, and artwork shall contain a credit to the Artist/Copyright owner(s) and a copyright notice in substantially the following form: © [Artist/Copyright owner's name, date of publication]. Subrecipient bears sole responsibility to promptly notify City and Caltrans, in writing, about instances where such accreditation is requested and provide the Artist/Copyright owner's name and date of publication. City and Caltrans will make reasonable efforts to affix the copyright notice in a timely manner.

D. Required disclaimer language for educational programming and artwork created or produced for project under the RGA between Caltrans and the City.

- i. Educational programming: Subrecipient must place a disclaimer statement in a conspicuous manner on the educational programming that states that the content of the educational programming does not reflect the official views or policies of Caltrans. The educational programming does not constitute a standard, specification, or regulation.
- ii. Artwork: Subrecipient must place a disclaimer statement in a conspicuous manner on or in close proximity to the Artwork created or produced for Project under the RGA between Caltrans and the City a disclaimer statement that the contents of the artwork do not reflect the official views or policies of Caltrans.

E. Avoidance of infringement: In performing work under this agreement, Subrecipient and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Subrecipient or its employees become aware of any such possible infringement in the course of performing any work under this agreement, its employees shall immediately notify the City in writing.

F. Contractors, subcontractors, and Subrecipients: Through contract with its subrecipients, contractors, and subcontractors, Subrecipient shall affirmatively bind by contract all of its contractors/subcontractors, and service vendors (hereinafter "Subrecipient's Contractor/Subcontractor") providing services under this agreement to the provisions of paragraphs 31-33 of the RGA between Caltrans and the City. In performing services under this agreement, Subrecipient's Contractor/Subcontractors shall agree to avoid designing or developing any items that infringe one (1) or more patents or other intellectual property rights of any third party. If Subrecipient's Contractor/Subcontractor becomes aware of any such possible infringement in the course of performing any work under this agreement, Subrecipient's Contractor/Subcontractor shall immediately notify the City in writing, and City will then immediately notify Caltrans in writing.

16. EQUAL OPPORTUNITY AND NONDISCRIMINATION: The Subrecipient agrees to comply with equal opportunity requirements applicable to Caltrans activities. Specifically, the Subrecipient agrees to comply with:

- A. TITLE VI, CIVIL RIGHTS ACT OF 1964: which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- B. TITLE VIII, CIVIL RIGHTS ACT OF 1968: which provides for fair housing throughout the United States. Kinds of discrimination prohibited include refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multi-listing services and real estate broker organizations. Discrimination is prohibited on the grounds of race, color, religion, sex and national origin. The City (and Subrecipients) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title. An example of ensuring fair housing is to market information concerning housing services and activities through agencies and organizations that routinely provide assistance to protected groups.
- C. SECTION 104(b), HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974: which provides that Caltrans funds shall be used to affirmatively further fair housing.
- D. SECTION 109, HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1977: which provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded



from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Funds made available under this Title.

- E. AGE DISCRIMINATION ACT OF 1975: which provides that no person shall on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- F. SECTION 504 OF THE REHABILITATION ACT OF 1973: which provides that individuals with disabilities or handicaps may not be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- G. EXECUTIVE ORDER 11063: as amended by Executive Order 12259, which requires equal opportunity in housing and related facilities provided by federal financial assistance.
- H. EXECUTIVE ORDER 11246: as amended by Executive Orders 11375 and 12086, which prohibit discrimination on the grounds of race, creed, color, sex or national origin in employment under federally assisted construction contracts.
- I. AMERICANS WITH DISABILITIES ACT OF 1990: which provides that no person shall on the basis of handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance.
- J. NONDISCRIMINATION CLAUSE (2 CCR 11105 CLAUSE B) The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
  - a. During the performance of this agreement, Subrecipient, its contractors, and subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
  - b. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Sections 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code Sections 11135-11139.5), and the regulations or standards adopted by Caltrans to implement such article.
  - c. Subrecipient shall permit access by representatives of the Department of Fair Employment and Housing and Caltrans upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or shall require to ascertain compliance with this clause.

- d. Subrecipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all agreements with its contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the agreement.

#### 16. PROHIBITIONS:

- A. PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION: The assistance provided under this Agreement shall not be used in payment of any bonus or commission to obtain Caltrans or City approval of the application for such assistance or for additional assistance, or any other approval or concurrence required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or Caltrans regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, rather than solicitation, are not prohibited if otherwise eligible as program costs.
- B. PROHIBITION AGAINST KICKBACKS: The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 USC Section 874) which prohibits kickbacks from public works employees agency."
- C. POLITICAL ACTIVITY PROHIBITED: None of the Funds, materials, property or services provided directly or indirectly under this Agreement, shall be used for any candidate for public office or for political activities in violation of Chapter 15 of Title V of the U.S.C. The Subrecipient also agrees that no personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of such political activities.
- D. PROHIBITION OF, AND ELIMINATION OF, LEAD-BASED PAINT HAZARD: Notwithstanding any other provision, the Subrecipient agrees to comply with the regulations set forth in 24 CFR 570.608 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to Caltrans Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all Caltrans-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Every contract or subcontract including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint and requiring the giving of notice as described above.

- E. PROHIBITION OF ASSISTANCE FOR RELIGIOUS ACTIVITIES: The Subrecipient agrees that Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Religious or other organizations that participate in the Caltrans program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
  - F. LOBBYING PROHIBITED: None of the Funds provided under this Agreement shall be used for publicity or propaganda purposes designed to defeat or support legislation pending before Congress.
  - G. USE OF DEBARRED, SUSPENDED OR PROHIBITED PARTIES: Subrecipient shall not use any City funds, directly or indirectly, to award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during any period of debarment, suspension or placement in ineligibility status under the provisions of 24 CFR 570 et seq.
17. CERTIFICATION REGARDING LOBBYING: The undersigned representative of the Subrecipient certifies, to the best of his or her knowledge and belief, that:
- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned representative of the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
  - C. The undersigned representative of the Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements) and that all subrecipients shall certify and disclose accordingly.
  - D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
18. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Subrecipient shall comply with all applicable local, State and Federal laws and regulations in carrying out its activities, including requirements (and as they may be amended) regarding verification of client citizenship.
19. COMPLIANCE WITH FEDERAL CALTRANS THIRD-PARTY CONTRACT PROVISIONS: The Subrecipient agrees to abide by all federal and City contract provisions in carrying out the subject Caltrans Program.
20. CLAIMS AGAINST THE CITY: The Subrecipient agrees to defend, indemnify and hold harmless the City from any and all claims of any nature whatsoever which may arise from the Subrecipient's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Subrecipient liable for acts of the City, its officers, agents or employees.

21. DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. The insurance obligations under this agreement shall be: 1) all the insurance coverage and limits carried by or available to the Contractor; or 2) the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City of Clearlake.

21. DISALLOWANCES OF PROGRAM COSTS BY CITY OR CALTRANS : The Subrecipient agrees to indemnify and hold harmless the City from disallowances by Caltrans of program costs incurred by the Subrecipient which arise from the Subrecipient's performance of this Agreement due to the Subrecipient's failure to meet a national objective of the Caltrans Program pursuant to 24 CFR 570.208 or for failure to comply with Caltrans regulations or City regulatory requirements as determined by the City or HUD. The Subrecipient agrees to promptly repay the City for all such disallowed costs incurred by the Subrecipient.

22. INCONSISTENT TERMS: If the attachments or Exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

23. ADVANCE PAYMENTS AND INVOICING:

A. Subrecipient, its contractors, and subcontractors shall establish and maintain an accounting system and records system that properly accumulate and segregate incurred Project costs by line. The accounting system of Subrecipient, its contractors, and subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and any standards specified by the source of funds, to enable the determination of incurred costs at interim points of completion, and to provide support for reimbursement payment vouchers or invoices.

C. Advance payment to subrecipient will be authorized only for those allowable costs in accordance with the provisions of this agreement and in the scope of work.

F. Advance payments shall be made under this contract upon submission by subrecipient of a detailed budget identifying the corresponding line item(s) which must comply with the scope of services showing accomplishments, consistency with goals, and fulfilling this agreement as provided in accordance with the terms and conditions contained herein and in accordance with the provisions of this agreement and authorized by Caltrans in the RGA with the City of Clearlake. The total amount of all payments including any advance payments previously approved shall not exceed **\$340,892.58**.

G. Subrecipient agrees to provide invoices as soon as they are available which will include the following information:

- 1.) Names of the agency personnel performing work
  - 2.) Dates and times of Project Work
  - 3.) Locations of Project Work
  - 4.) Itemized costs as set forth in Attachment A, including identification of each employee, contractor, or subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each employee, contractor, subrecipient or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and contractor, subrecipient and subcontractor invoices.
  - 5.) Agency shall submit written progress reports with each set of invoices to allow City to determine if Subrecipient is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- H. Incomplete or inaccurate invoices shall be returned to subrecipient unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this contract for material breach per Section III – Termination, Item 12 of the RGA between Caltrans and the City.
- J. The RGA Expiration Date refers to the last date for Subrecipient to incur valid Project costs or credits and is the date this agreement expires.

24. AMERICANS WITH DISABILITIES ACT: By signing this agreement, Subrecipient assures City that in the course of performing Project Work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, as amended, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC Section 12101 et seq.).

25. IRAN CONTRACTING ACT: Proposed Contractor must complete and submit to City the Iran Contracting Act Certification certifying that it is not on the most current DGS list of Entities Prohibited from Contracting with Public Entities in California per the Iran Contracting Act, 2010 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>), before the Agreement has been executed, unless Contractor is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the proposed Contractor shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) before execution of the Agreement.

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Agreement as of the date first above written.

CITY OF CLEARLAKE

SUBRECIPIENT

\_\_\_\_\_, City of Clearlake

\_\_\_\_\_, \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_, City Clerk

Date: \_\_\_\_\_

## ATTACHMENT A – PROJECT PLAN

### Subgrantee Contact:

<b>Name:</b>	Akriti Wong
<b>Title:</b>	President, CC4C
<b>Email:</b>	akriti@cc4cl.org
<b>Telephone:</b>	(707) 850-9876

The subgrantee is responsible for the completion of Tasks A, B, & C as outlined below. These tasks are to be completed and invoiced by the grant expiration of June 30<sup>th</sup>, 2024.

### Task “A” Murals Along Downtown Corridor

- 2 Large Murals
- 3 Small Murals

To accomplish this, the subgrantee will provide project management that will:

- Engage the relevant constituents in the planning
- Find and contract with chosen edifices
- Provide/contract with professional muralists
- Work with the edifice owners etc. to choose image and for any edifice prep
- Work with the muralists to ensure completion of the image as per their contract

### Task “B” Litter Abatement, Education/Outreach

To accomplish this, the subgrantee will provide project management and Community Education Coordinator that will:

- Create and disseminate educatory materials that engage and inform the community on the benefits of processes of a “clean Clearlake”
- Work with local groups/non-profit organizations to:
  - Provide and disseminate dump vouchers
  - Provide, utilize and supply volunteers for clean up

### Task “C” Eight Free Dump Days

To accomplish this, the subgrantee will provide project management that will:

- Facilitate necessary contracts with dump
- Inform/engage the community on the free dump days

Total amount for subgrantee to complete Tasks A, B, & C shall not exceed \$340,892.58.

<b>TASK A</b>	Murals Along Downtown Corridor
<b>TASK B</b>	Litter Abatement/Education/Outreach
<b>TASK C</b>	Free Dump Days
<b>TOTAL:</b>	<b>\$340,892.58</b>



Clearlake, CA

Section G, Item 4.

Check Register

Packet: APPKT02285 - 8/1/23 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
000085	ARAMARK UNIFORM SERVICES	08/01/2023	Regular	0.00	49.31	15161
002162	CALIFORNIA ENGINEERING	08/01/2023	Regular	0.00	1,258.87	15162
VEN01312	CAPITOL BARRICADE, INC.	08/01/2023	Regular	0.00	1,818.61	15163
000914	CATERPILLAR FINANCIAL SERVICES	08/01/2023	Regular	0.00	58,857.34	15164
000639	COUNTY OF LAKE HEALTH SERVICES	08/01/2023	Regular	0.00	257.00	15165
001744	DC ELECTRIC	08/01/2023	Regular	0.00	10,431.00	15166
000774	DEEP VALLEY SECURITY	08/01/2023	Regular	0.00	82.90	15167
000194	DEPARTMENT OF TRANSPORTATION	08/01/2023	Regular	0.00	2,891.58	15168
000160	DEPT OF JUSTICE	08/01/2023	Regular	0.00	490.00	15169
VEN01289	DIAMOND D CONSTRUCTION, LLC/D	08/01/2023	Regular	0.00	5,589.59	15170
VEN01373	PYRAMID ENTERTAINMENT GROUP	08/01/2023	Regular	0.00	6,500.00	15171
002031	REDWOOD COAST PETROLEUM & N	08/01/2023	Regular	0.00	1,177.73	15172
VEN01255	REDWOOD EMPIRE MUNICIPAL INSL	08/01/2023	Regular	0.00	190.28	15173
VEN01064	SAMSARA NETWORKS INC	08/01/2023	Regular	0.00	16,950.96	15174
VEN01336	SSA LANDSCAPE ARCHITECTS, INC.	08/01/2023	Regular	0.00	13,755.55	15175
001812	SUTTER HEALTH	08/01/2023	Regular	0.00	911.00	15176
001540	US BANK CORPORATE PMT. SYSTEM	08/01/2023	Regular	0.00	4,170.39	15177
	**Void**	08/01/2023	Regular	0.00	0.00	15178
002264	WEX BANK	08/01/2023	Regular	0.00	11,356.15	15179

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	18	0.00	136,738.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>42</b>	<b>19</b>	<b>0.00</b>	<b>136,738.26</b>



Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	136,738.26
			<hr/> 136,738.26



Clearlake, CA

Section G, Item 4.

Check Register

Packet: APPKT02299 - 8/10/23 AP CHECK RUN CM

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
VEN01423	AARON MOORE	08/10/2023	Regular	0.00	500.00	15180
VEN01085	ACC BUSINESS	08/10/2023	Regular	0.00	608.66	15181
000591	ACTION SANITARY	08/10/2023	Regular	0.00	204.88	15182
VEN01168	ADAM J GIORDANO	08/10/2023	Regular	0.00	400.00	15183
000101	AMERIGAS	08/10/2023	Regular	0.00	4,284.45	15184
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	24.97	15185
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	56.37	15186
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	24.43	15187
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	47.36	15188
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	607.16	15189
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	355.54	15190
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	24.45	15191
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	116.07	15192
001397	AT&T CALNET 3	08/10/2023	Regular	0.00	201.99	15193
VEN01075	B&B INDUSTRIAL SUPPLY, INC	08/10/2023	Regular	0.00	793.53	15194
2418	BICOASTAL MEDIA, LLC	08/10/2023	Regular	0.00	30.00	15195
000861	BIG O TIRES	08/10/2023	Regular	0.00	266.49	15196
000068	BOB'S JANITORIAL	08/10/2023	Regular	0.00	64.16	15197
001413	CALIFORNIA BUILDING STANDARDS	08/10/2023	Regular	0.00	222.30	15198
001269	CALPERS	08/10/2023	Regular	0.00	200.00	15199
VEN01265	CANTEEN SERVICES OF UKIAH, INC	08/10/2023	Regular	0.00	208.00	15200
000548	COMPUTER LOGISTICS	08/10/2023	Regular	0.00	1,745.00	15201
000763	COUNTY OF LAKE DEPT. OF INFORM.	08/10/2023	Regular	0.00	294.00	15202
002083	COUNTY OF LAKE WATER RESOURCE	08/10/2023	Regular	0.00	339.99	15203
VEN01233	DATAWORKS PLUS, LLC	08/10/2023	Regular	0.00	350.00	15204
000774	DEEP VALLEY SECURITY	08/10/2023	Regular	0.00	42.95	15205
000237	DEPT OF CONSERVATION	08/10/2023	Regular	0.00	552.29	15206
000073	EASTLAKE SANITARY LANDFILL	08/10/2023	Regular	0.00	356.98	15207
VEN01126	ECORP CONSULTING, INC	08/10/2023	Regular	0.00	1,662.50	15208
000120	FED EX	08/10/2023	Regular	0.00	36.16	15209
VEN01120	FLOCK GROUP INC.	08/10/2023	Regular	0.00	1,300.00	15210
001732	GARY PRICE CONSULTING SERVICES	08/10/2023	Regular	0.00	1,705.00	15211
000096	GOLDEN STATE WATER COMPANY	08/10/2023	Regular	0.00	30.24	15212
000096	GOLDEN STATE WATER COMPANY	08/10/2023	Regular	0.00	1,096.54	15213
000096	GOLDEN STATE WATER COMPANY	08/10/2023	Regular	0.00	30.24	15214
000096	GOLDEN STATE WATER COMPANY	08/10/2023	Regular	0.00	30.24	15215
000797	GRANITE CONSTRUCTION	08/10/2023	Regular	0.00	289.51	15216
000121	HIGHLANDS WATER COMPANY	08/10/2023	Regular	0.00	147.72	15217
000121	HIGHLANDS WATER COMPANY	08/10/2023	Regular	0.00	347.98	15218
000121	HIGHLANDS WATER COMPANY	08/10/2023	Regular	0.00	48.88	15219
000121	HIGHLANDS WATER COMPANY	08/10/2023	Regular	0.00	1,164.29	15220
001949	ICE WATER DISTRIBUTORS INC	08/10/2023	Regular	0.00	131.00	15221
VEN01317	JACOB WHEELER	08/10/2023	Regular	0.00	400.00	15222
002274	JOHN R BENOIT	08/10/2023	Regular	0.00	5,101.33	15223
001775	JONES & MAYER	08/10/2023	Regular	0.00	14,137.77	15224
000304	KONOCI COUNTY WATER DISTRICT	08/10/2023	Regular	0.00	60.00	15225
000108	LAKE COUNTY RECORD BEE	08/10/2023	Regular	0.00	614.04	15226
002280	LAW OFFICES OF P SCOTT BROWNE	08/10/2023	Regular	0.00	2,046.43	15227
VEN01123	LOOMIS	08/10/2023	Regular	0.00	581.25	15228
VEN01329	MCGRATH RENTCORP AND SUBSIDIA	08/10/2023	Regular	0.00	1,124.03	15229
000793	MEDIACOM	08/10/2023	Regular	0.00	650.00	15230
001489	NAPA AUTO PARTS	08/10/2023	Regular	0.00	216.04	15231
VEN01191	NORTH BAY ANIMAL SERVICES	08/10/2023	Regular	0.00	31,250.00	15232
001392	OFFICE DEPOT	08/10/2023	Regular	0.00	527.22	15233

## Check Register

Packet: APPKT02299-8

Section G, Item 4.

M

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000027	OPERATING ENGINEERS PUBLIC EMF	08/10/2023	Regular	0.00	78,162.00	15234
001286	PAPE MACHINERY	08/10/2023	Regular	0.00	83.62	15235
001843	PG&E CFM	08/10/2023	Regular	0.00	456.58	15236
001843	PG&E CFM	08/10/2023	Regular	0.00	13,808.36	15237
001843	PG&E CFM	08/10/2023	Regular	0.00	164.17	15238
001843	PG&E CFM	08/10/2023	Regular	0.00	224.85	15239
VEN01420	RED VOODOO LLC	08/10/2023	Regular	0.00	1,500.00	15240
VEN01255	REDWOOD EMPIRE MUNICIPAL INSL	08/10/2023	Regular	0.00	190.28	15241
VEN01369	STEPHEN J FOGEL - SJF ELECTRIC	08/10/2023	Regular	0.00	726.26	15242
002375	THOMAS DEWALT	08/10/2023	Regular	0.00	1,000.00	15243
002375	THOMAS DEWALT	08/10/2023	Regular	0.00	400.00	15244
001934	TINA VIRAMONTES	08/10/2023	Regular	0.00	235.90	15245
001540	US BANK CORPORATE PMT. SYSTEM	08/10/2023	Regular	0.00	170.79	15246
001540	US BANK CORPORATE PMT. SYSTEM	08/10/2023	Regular	0.00	17,115.91	15247
	**Void**	08/10/2023	Regular	0.00	0.00	15248
	**Void**	08/10/2023	Regular	0.00	0.00	15249
	**Void**	08/10/2023	Regular	0.00	0.00	15250
	**Void**	08/10/2023	Regular	0.00	0.00	15251
VEN01221	WINE COUNTRY VENTURES, INC	08/10/2023	Regular	0.00	1,487.50	15252

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	170	69	0.00	193,376.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>170</b>	<b>73</b>	<b>0.00</b>	<b>193,376.65</b>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	193,376.65
			<u>193,376.65</u>



Clearlake, CA

Check Register

Packet: APPKT02306 - 8/15/23 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001566	MELISSA SWANSON	08/15/2023	Regular	0.00	296.06	15253

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	296.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	296.06

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	296.06
			<hr/> 296.06



Clearlake, CA

Section G, Item 4.

Check Register

Packet: APPKT02338 - 8/24/23 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
000591	ACTION SANITARY	08/24/2023	Regular	0.00	143.55	15319
001911	ADAMS ASHBY GROUP INC	08/24/2023	Regular	0.00	33,487.50	15320
	**Void**	08/24/2023	Regular	0.00	0.00	15321
002353	ALL IN ONE AUTO	08/24/2023	Regular	0.00	4,080.00	15322
002114	AXON ENTERPRISE INC	08/24/2023	Regular	0.00	17,704.41	15323
VEN01366	CLEARLAKE BURNS VALLEY ROAD LP	08/24/2023	Regular	0.00	448,841.00	15324
000024	CLEARLAKE POLICE ASSOCIATION	08/24/2023	Regular	0.00	1,752.00	15325
002392	DE LAGE LANDEN PUBLIC FINANCE	08/24/2023	Regular	0.00	829.68	15326
000096	GOLDEN STATE WATER COMPANY	08/24/2023	Regular	0.00	814.70	15327
001775	JONES & MAYER	08/24/2023	Regular	0.00	34,370.61	15328
	**Void**	08/24/2023	Regular	0.00	0.00	15329
000158	LAKE COUNTY SPECIAL DISTRICTS	08/24/2023	Regular	0.00	337.06	15330
002176	MANAGEMENT CONNECTIONS	08/24/2023	Regular	0.00	995.61	15331
VEN01048	Minnesota Life Insurance	08/24/2023	Regular	0.00	855.50	15332
000026	NATIONWIDE RETIREMENT SOLUTIO	08/24/2023	Regular	0.00	1,197.03	15333
000009	OPERATING ENGINEERS LOCAL 3	08/24/2023	Regular	0.00	572.00	15334
VEN01371	R.E.Y. ENGINEERS, INC.	08/24/2023	Regular	0.00	37,554.85	15335
001538	REGIONAL GOVERNMENT SERVICES	08/24/2023	Regular	0.00	9,117.92	15336
VEN01378	STUDIO W ASSOCIATES, INC - STUDI	08/24/2023	Regular	0.00	3,076.25	15337
000708	VALIC LOCKBOX	08/24/2023	Regular	0.00	470.00	15338
2417	VAN LANT & FANKHANEL, LLP	08/24/2023	Regular	0.00	33,000.00	15339
001897	AIRMEDCARE NETWORK	08/10/2023	Bank Draft	0.00	65.00	DFT0002330
VEN01048	Minnesota Life Insurance	08/10/2023	Bank Draft	0.00	4.75	DFT0002331
000027	OPERATING ENGINEERS PUBLIC EMF	08/10/2023	Bank Draft	0.00	1,028.50	DFT0002332

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	19	0.00	629,199.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	3	3	0.00	1,098.25
EFT's	0	0	0.00	0.00
	<b>71</b>	<b>24</b>	<b>0.00</b>	<b>630,297.92</b>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	630,297.92
			<hr/> 630,297.92





Clearlake, CA

Section G, Item 4.

Check Register

Packet: APPKT02330 - 8/17/23 AP CHECK RUN AA

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
VEN01085	ACC BUSINESS	08/17/2023	Regular	0.00	608.66	15254
VEN01433	ADAMS COMMERCIAL GENERAL CO	08/17/2023	Regular	0.00	97,603.82	15255
001897	AIRMEDCARE NETWORK	08/17/2023	Regular	0.00	98.00	15256
VEN01187	AMERICAN INDUSTRIAL EQUIPMENT	08/17/2023	Regular	0.00	740.21	15257
000101	AMERIGAS	08/17/2023	Regular	0.00	1,960.72	15258
000085	ARAMARK UNIFORM SERVICES	08/17/2023	Regular	0.00	147.93	15259
001435	ARGONAUT CONSTRUCTORS	08/17/2023	Regular	0.00	416,666.30	15260
001397	AT&T CALNET 3	08/17/2023	Regular	0.00	24.53	15261
001397	AT&T CALNET 3	08/17/2023	Regular	0.00	24.53	15262
001397	AT&T CALNET 3	08/17/2023	Regular	0.00	24.71	15263
VEN01075	B&B INDUSTRIAL SUPPLY, INC	08/17/2023	Regular	0.00	793.53	15264
VEN01351	BKF ENGINEERS	08/17/2023	Regular	0.00	20,146.87	15265
000068	BOB'S JANITORIAL	08/17/2023	Regular	0.00	472.29	15266
002162	CALIFORNIA ENGINEERING	08/17/2023	Regular	0.00	8,040.00	15267
000902	CALIFORNIA SURVEYING - DRAFTING	08/17/2023	Regular	0.00	326.25	15268
2404	CALTRONICS	08/17/2023	Regular	0.00	837.33	15269
VEN01265	CANTEEN SERVICES OF UKIAH, INC	08/17/2023	Regular	0.00	284.00	15270
VEN01312	CAPITOL BARRICADE, INC.	08/17/2023	Regular	0.00	783.00	15271
VEN01275	CHRISTOPHER PERRY	08/17/2023	Regular	0.00	235.10	15272
VEN01393	CHRISTOPHER WILLIAM INGLIS	08/17/2023	Regular	0.00	150.00	15273
000024	CLEARLAKE POLICE ASSOCIATION	08/17/2023	Regular	0.00	1,752.00	15274
VEN01416	CONGLOBAL INDUSTRIES LLC	08/17/2023	Regular	0.00	19,203.15	15275
002285	DELL FINANCIAL SERVICES LLC	08/17/2023	Regular	0.00	14,048.63	15276
000160	DEPT OF JUSTICE	08/17/2023	Regular	0.00	363.00	15277
VEN01386	DOWNEY BRAND LLP	08/17/2023	Regular	0.00	136,328.66	15278
VEN01241	E4 UTILITY DESIGN	08/17/2023	Regular	0.00	1,865.00	15279
000073	EASTLAKE SANITARY LANDFILL	08/17/2023	Regular	0.00	375.49	15280
001199	EUREKA OXYGEN CO	08/17/2023	Regular	0.00	173.88	15281
VEN01108	FAWN CHRISTINE WILLIAMS	08/17/2023	Regular	0.00	75.00	15282
000120	FED EX	08/17/2023	Regular	0.00	106.83	15283
VEN01120	FLOCK GROUP INC.	08/17/2023	Regular	0.00	5,000.00	15284
001732	GARY PRICE CONSULTING SERVICES	08/17/2023	Regular	0.00	990.00	15285
001402	GREEN VALLEY CONSULTING	08/17/2023	Regular	0.00	27,455.00	15286
VEN01435	KURTIS WOODARD - JERI CO GARAG	08/17/2023	Regular	0.00	150.00	15287
000108	LAKE COUNTY RECORD BEE	08/17/2023	Regular	0.00	331.89	15288
002176	MANAGEMENT CONNECTIONS	08/17/2023	Regular	0.00	241.36	15289
VEN01410	MARIO OSCAR MACIAS OCHOA - MA	08/17/2023	Regular	0.00	9,200.00	15290
VEN01329	MCGRATH RENTCORP AND SUBSIDIA	08/17/2023	Regular	0.00	1,124.03	15291
VEN01437	MYRIA V WOLFE-PRICELESS AUTO GI	08/17/2023	Regular	0.00	740.00	15292
001489	NAPA AUTO PARTS	08/17/2023	Regular	0.00	563.39	15293
000026	NATIONWIDE RETIREMENT SOLUTIO	08/17/2023	Regular	0.00	1,197.03	15294
001392	OFFICE DEPOT	08/17/2023	Regular	0.00	589.93	15295
	**Void**	08/17/2023	Regular	0.00	0.00	15296
001836	PAK N MAIL	08/17/2023	Regular	0.00	518.95	15297
002242	PARODI INVESTIGATIVE SOLUTIONS,	08/17/2023	Regular	0.00	265.00	15298
001843	PG&E CFM	08/17/2023	Regular	0.00	95.83	15299
001843	PG&E CFM	08/17/2023	Regular	0.00	6,469.23	15300
	**Void**	08/17/2023	Regular	0.00	0.00	15301
001843	PG&E CFM	08/17/2023	Regular	0.00	1,656.98	15302
001843	PG&E CFM	08/17/2023	Regular	0.00	1,319.96	15303
001843	PG&E CFM	08/17/2023	Regular	0.00	172.39	15304
001843	PG&E CFM	08/17/2023	Regular	0.00	959.99	15305
002031	REDWOOD COAST PETROLEUM & N	08/17/2023	Regular	0.00	129.01	15306
VEN01255	REDWOOD EMPIRE MUNICIPAL INSL	08/17/2023	Regular	0.00	198.80	15307

## Check Register

Packet: APPKT02330-8

Section G, Item 4.

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
002215	ROBERT COKER	08/17/2023	Regular	0.00	75.00	15308
VEN01226	SPEAKWRITE LLC	08/17/2023	Regular	0.00	1,884.71	15309
VEN01372	TALL TREE ENGINEERING, INC	08/17/2023	Regular	0.00	9,226.00	15310
VEN01222	TERRY LEE STEWART	08/17/2023	Regular	0.00	75.00	15311
VEN01412	THE EIDAM CORPORATION - LUCY &	08/17/2023	Regular	0.00	12,000.00	15312
001934	TINA VIRAMONTES	08/17/2023	Regular	0.00	278.64	15313
000099	U.S. CELLULAR	08/17/2023	Regular	0.00	459.38	15314
VEN01094	US BANK CLK TAX WIRE	08/17/2023	Regular	0.00	785,709.38	15315
001540	US BANK CORPORATE PMT. SYSTEM	08/17/2023	Regular	0.00	969.35	15316
000708	VALIC LOCKBOX	08/17/2023	Regular	0.00	470.00	15317
002069	WATER'S EDGE CLEANERS	08/17/2023	Regular	0.00	92.00	15318

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	124	63	0.00	1,594,867.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>124</b>	<b>65</b>	<b>0.00</b>	<b>1,594,867.65</b>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	1,594,867.65
			<u>1,594,867.65</u>



Clearlake, CA

Section G, Item 4.

Check Register

Packet: APPKT02359 - TEST

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
VEN01085	ACC BUSINESS	08/30/2023	Regular	0.00	608.66	15340
VEN01085	ACC BUSINESS	08/30/2023	Regular	0.00	608.66	15341
000703	ACME RIGGING & SUPPLY	08/30/2023	Regular	0.00	656.78	15342
000591	ACTION SANITARY	08/30/2023	Regular	0.00	195.75	15343
VEN01168	ADAM J GIORDANO	08/30/2023	Regular	0.00	400.00	15344
000085	ARAMARK UNIFORM SERVICES	08/30/2023	Regular	0.00	49.31	15345
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	26.05	15346
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	50.56	15347
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	636.26	15348
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	206.77	15349
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	26.57	15350
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	62.02	15351
001397	AT&T CALNET 3	08/30/2023	Regular	0.00	455.18	15352
VEN01228	BPR CONSULTING GROUP	08/30/2023	Regular	0.00	32,603.74	15353
VEN01178	CALIFORNIA INTERGOVERNMENTAL	08/30/2023	Regular	0.00	690,323.54	15354
000902	CALIFORNIA SURVEYING - DRAFTING	08/30/2023	Regular	0.00	479.99	15355
2404	CALTRONICS	08/30/2023	Regular	0.00	545.15	15356
VEN01393	CHRISTOPHER WILLIAM INGLIS	08/30/2023	Regular	0.00	75.00	15357
000774	DEEP VALLEY SECURITY	08/30/2023	Regular	0.00	82.90	15358
000073	EASTLAKE SANITARY LANDFILL	08/30/2023	Regular	0.00	780.34	15359
VEN01126	ECORP CONSULTING, INC	08/30/2023	Regular	0.00	1,350.00	15360
001199	EUREKA OXYGEN CO	08/30/2023	Regular	0.00	130.30	15361
VEN01108	FAWN CHRISTINE WILLIAMS	08/30/2023	Regular	0.00	75.00	15362
000625	FIRST AMERICAN TITLE COMPANY	08/30/2023	Regular	0.00	9,500.00	15363
000096	GOLDEN STATE WATER COMPANY	08/30/2023	Regular	0.00	33.80	15364
002070	GOVERNMENTJOBS.COM INC	08/30/2023	Regular	0.00	11,902.96	15365
000797	GRANITE CONSTRUCTION	08/30/2023	Regular	0.00	4,637.75	15366
000121	HIGHLANDS WATER COMPANY	08/30/2023	Regular	0.00	1,114.09	15367
001554	HINDERLITER DELLAMAS & ASSOC.	08/30/2023	Regular	0.00	1,590.32	15368
VEN01418	JACK SMALLEY	08/30/2023	Regular	0.00	75.00	15369
VEN01317	JACOB WHEELER	08/30/2023	Regular	0.00	400.00	15370
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	119.84	15371
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	17.74	15372
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	255.94	15373
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	25,885.22	15374
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	137.58	15375
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	119.84	15376
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	17.74	15377
000158	LAKE COUNTY SPECIAL DISTRICTS	08/30/2023	Regular	0.00	137.58	15378
001814	LENAHAN,LEE,SLATER,AND PEARSE,	08/30/2023	Regular	0.00	3,775.00	15379
VEN01123	LOOMIS	08/30/2023	Regular	0.00	581.25	15380
002176	MANAGEMENT CONNECTIONS	08/30/2023	Regular	0.00	935.27	15381
000793	MEDIACOM	08/30/2023	Regular	0.00	650.00	15382
VEN01344	MICHAEL PESONEN - COMFORTABLE	08/30/2023	Regular	0.00	1,875.00	15383
VEN01240	MIDDLETOWN COPY & PRINT - JESSI	08/30/2023	Regular	0.00	117.98	15384
001489	NAPA AUTO PARTS	08/30/2023	Regular	0.00	115.21	15385
VEN01191	NORTH BAY ANIMAL SERVICES	08/30/2023	Regular	0.00	29,595.73	15386
001843	PG&E CFM	08/30/2023	Regular	0.00	812.14	15387
001843	PG&E CFM	08/30/2023	Regular	0.00	842.13	15388
001843	PG&E CFM	08/30/2023	Regular	0.00	23.82	15389
002215	ROBERT COKER	08/30/2023	Regular	0.00	75.00	15390
002000	SUB TERRA CONSULTING	08/30/2023	Regular	0.00	1,500.00	15391
VEN01222	TERRY LEE STEWART	08/30/2023	Regular	0.00	75.00	15392
002375	THOMAS DEWALT	08/30/2023	Regular	0.00	2,140.00	15393

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
001934	TINA VIRAMONTES	08/30/2023	Regular	0.00	1,032.50	15394
001540	US BANK CORPORATE PMT. SYSTEM	08/30/2023	Regular	0.00	23,224.97	15395
	**Void**	08/30/2023	Regular	0.00	0.00	15396
	**Void**	08/30/2023	Regular	0.00	0.00	15397
	**Void**	08/30/2023	Regular	0.00	0.00	15398
	**Void**	08/30/2023	Regular	0.00	0.00	15399
	**Void**	08/30/2023	Regular	0.00	0.00	15400
	**Void**	08/30/2023	Regular	0.00	0.00	15401
	**Void**	08/30/2023	Regular	0.00	0.00	15402
002264	WEX BANK	08/30/2023	Regular	0.00	13,217.78	15403

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	211	57	0.00	866,962.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>211</b>	<b>64</b>	<b>0.00</b>	<b>866,962.71</b>

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2023	866,962.71
			<hr/> 866,962.71



## **CITY COUNCIL REGULAR MEETING**

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

**Thursday, August 17, 2023**

**Closed Session 6:00 PM**

**Regular Meeting 6:00 PM**

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### **MINUTES**

#### **A. ROLL CALL**

##### **PRESENT**

Mayor Russ Perdock  
Vice Mayor David Claffey  
Council Member Russ Cremer  
Council Member Joyce Overton  
Council Member Dirk Slooten

#### **B. PLEDGE OF ALLEGIANCE**

#### **C. INVOCATION/MOMENT OF SILENCE**

#### **D. ADOPTION OF THE AGENDA**

Motion made by Council Member Overton, Seconded by Council Member Slooten.  
Voting Yea: Mayor Perdock, Vice Mayor Claffey, Council Member Cremer, Council Member Overton, Council Member Slooten

#### **E. PRESENTATIONS**

##### **1. Presentation of August's Adoptable Dogs**

Lt. Peterson gave a brief status report. Animal Control was not available to present.

##### **2. Swearing In of New and Promoted Police Department Employees by Chief Hobbs**

Chief Hobbs swore in Sergeant Franklin. Swearing in of new officer was delayed to next council meeting. Lt. Snyder assisted in updates and intros on new duties of various officers.

##### **3. Presentation of a Proclamation Declaring August 31, 2023 as International Overdose Awareness Day**

##### **4. Presentation of the Recreation and Events Division Quarterly Report**

Recreation & Events Coordinator Tina Viramontes gave the quarterly report.

#### **F. PUBLIC COMMENT**

Resident Kay Lopez spoke on Animal Control.

Supervisor Sabatier spoke on syringe exchange program.

Resident Laura spoke about speeding in her neighborhood and danger to pets and residents.

#### **G. CONSENT AGENDA**

Motion made by Council Member Cremer, Seconded by Vice Mayor Claffey.

Voting Yea: Mayor Perdock, Vice Mayor Claffey, Council Member Cremer, Council Member Overton, Council Member Slooten

5. Minutes of the July 12, 2023 Lake County Vector Control Board Meeting  
Recommended Action: Review and file
6. Revisions to the Maintenance Worker Classifications and Addition of a Parks Foreman Classification; Resolution No. 2023-38  
Recommended Action: Adopt resolution
7. Approval of an Amendment to the Clearlake Municipal Employees Association Memorandum of Understanding Allowing for a Monthly Cell Phone Stipend for the Recreation and Events Coordinator  
Recommended Action: Approve amendment and authorize the City Manager to sign
8. Minutes  
Recommended Action: Receive and file
9. Adoption of 1st Amendment to the FY 2023-24 Budget (Resolution 2023-27) Adjusting Appropriations, Resolution No. 2023-37  
Recommended Action: Adopt Resolution
10. Warrants  
Recommended Action: Receive and file

#### **H. BUSINESS**

11. Consideration of Konocti Water District Board Appointment  
Recommended Action: Appoint a candidate to the Board

City Manager Alan Flora gave the staff report.

Public comment by General Manager of Konocti County Water District.

Interview of three applicants with five questions to each applicant:



Elvis Cook

Douglas Lee Eid

Robert Scott Witt

Public comment by Jeff Stanley, VP of the Konocti Water Board

Interview scores totaled by Deputy City Clerk with Elvis Cook scoring the highest score.

Motion to appoint Elvis Cook to the Konocti Water District Board made by Council Member Cremer, Seconded by Vice Mayor Claffey.

Voting Yea: Mayor Perdock, Vice Mayor Claffey, Council Member Cremer, Council Member Overton, Council Member Slooten

**I. CITY MANAGER AND COUNCILMEMBER REPORTS**

**J. FUTURE AGENDA ITEMS**

**K. CLOSED SESSION**

(12) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Initiation of litigation pursuant to Government Code § 54956.9(d)(4): (1 case)

(13) Conference with Legal Counsel - Existing Litigation: Pursuant to Government Code 54956.9 - City of Clearlake vs. Amerisourcebergen Drug Corporation, et al. Case No. 1:20-cv-06212

(14) CONFERENCE WITH LEGAL COUNSEL – LIABILITY CLAIMS - Claimant: Charmaine Weldon; Agency Claimed Against: City of Clearlake

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

Motion to reject the claim of Charmaine Weldon.

Motion made by Council Member Cremer, Seconded by Vice Mayor Claffey.

Voting Yea: Mayor Perdock, Vice Mayor Claffey, Council Member Cremer, Council Member Overton, Council Member Slooten

**M. ADJOURNMENT**

The meeting was adjourned at 8:21 p.m.

POSTED: August 14, 2023

BY:

A handwritten signature in blue ink that reads "Melissa Swanson". The signature is fluid and cursive, with the first name "Melissa" and the last name "Swanson" clearly distinguishable.

Melissa Swanson, Administrative Services Director/City Clerk



# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Adopt Resolution 2023-39 Renewing Ordinance 261-2022 and Approval of the Clearlake Police Department Military Equipment Report

**MEETING DATE:**  
September 7, 2023

**SUBMITTED BY:** Tim Hobbs, Chief of Police

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

#### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to adopt resolution 2023-39, renewing Military Equipment Policy Ordinance 261-2022 and approve the Clearlake Police Department Annual Military Equipment Report in accordance with state law requirements as set forth in Assembly Bill No. 481.

#### BACKGROUND/DISCUSSION:

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 ("AB 481"), adding Chapter 12.8, "Funding, Acquisition and Use of Military Equipment", to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement. The law requires that agencies utilizing or seeking to acquire military equipment, as defined, must have a policy approved by the City Council by ordinance and review it annually thereafter.

The police department does not utilize former military equipment; however, the law's definition of "military equipment" is comprehensive and includes many items commonly used in law enforcement. The proposed policy identifies one item already owned by the City, a mobile command unit, and one item we intend to seek in the future, an unmanned aerial system (drone).

1. The mobile command unit, a converted ambulance, is used as a field command post for major incidents in the city. In recent years, these incidents have primarily been fires.
2. A drone would be utilized to enhance the Department's mission of protecting lives and property when other means and resources are not available or are less effective. Uses may include but are not limited to search and rescue, suspect apprehension, crime scene documentation, tactical operations, scene security, hazard monitoring, identification and mitigation, response to emergency calls, crisis communications and legally authorized surveillance.

The Department currently utilizes mutual aid to obtain special weapons and tactics (SWAT) resources. Given the variety of agencies that could potentially respond, the proposed policy provides that those agencies are required to comply with their respective military equipment use policies. Determining what resources they may bring to a particular incident is impractical; restricting them in advance would unnecessarily jeopardize public safety.

The Department posted the Military Equipment Use Policy on its internet website in July of 2023 and the annual military equipment report in August of 2023. A public meeting was held on September 7, 2023, at City Hall to gather public input on the policy and the annual report.

**OPTIONS:**

1. Adopt Resolution 2023-39 and approve the 2022-23 Military Equipment Annual Report
2. Other direction

**FISCAL IMPACT:**

☒ None      ☐ \$      Budgeted Item? ☐ Yes ☐ No

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

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

Comments:

**STRATEGIC PLAN IMPACT:**

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

**SUGGESTED MOTIONS:**

1. Adopt Resolution 2023-39: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE RENEWING ITS MILITARY EQUIPMENT POLICY
2. Approve the 2022-23 Military Equipment Annual Report

- ☒ **Attachments:**
- 1) Resolution 2023-39
  - 2) 2022-23 Military Equipment Annual Report

**RESOLUTION NO. 2023-39****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLEARLAKE  
RENEWING ITS MILITARY EQUIPMENT POLICY**

**WHEREAS**, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment”, to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies; and

**WHEREAS**, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

**WHEREAS**, AB 481 requires, inter alia, the Police Department submit to the City Council an annual military equipment report for each type of military equipment approved by the City Council; and

**WHEREAS**, The City Council shall review its Ordinance approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the Ordinance at a regular meeting; and

**WHEREAS**, The City Council shall determine, based on the annual military equipment report submitted, whether each type of military equipment identified in that report has complied with the standards for approval set forth in its Ordinance; and

**WHEREAS**, The City Council has reviewed the annual military report submitted by the Police Department and determined the military equipment has complied with the standards for approval set forth in its Ordinance; and

**WHEREAS**, The City Council voted to renew Ordinance No. 261-2022 by resolution of the City Council set forth below.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CLEARLAKE, CALIFORNIA, DOES RESOLVE  
AS FOLLOWS:**

SECTION 1. The above recitals are true and correct and are a substantial part of this resolution.

SECTION 2. City of Clearlake Ordinance No. 261-2022 is hereby renewed.

SECTION 3. The City Clerk shall certify to passage and adoption thereof.

**PASSED AND ADOPTED** by the City Council of the City of Clearlake, County of Lake, State of California, on this 7<sup>st</sup> day of September 2023, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:\_\_\_\_\_

City Clerk

\_\_\_\_\_

Mayor

**AB 481 Annual Report**

AB 481 requires law enforcement agencies to obtain the approval of its governing body to enact a military equipment use policy before purchasing, raising funds for, or acquiring military equipment. This initial policy must be passed via ordinance and renewed by a vote of the Council each year. AB 481 provides an expansive definition of "military equipment" that includes many items which law enforcement agencies use, deploy, and obtain on a regular basis. The law enforcement agency is required to return annually to provide an Annual Report to the governing body and the public at large. The agency is also required to host a community engagement session for members of the public to attend.

On May 5, 2022, the City Council for the City of Clearlake adopted Ordinance 261-2022 adopting a Military Equipment Use Policy governing the law enforcement's use of items that are deemed "military equipment" under AB 481. Since then, Clearlake Police Department (CPD) has successfully maintained the military equipment in accordance with the policy. This Annual Report will provide a summary as required by Government Code section 7072(a). The CPD will host a community engagement session on September 7, 2023, at 2 pm.

The following constitutes the CPD's Annual Report:

(a) **Mobile Command Unit - CA Gov't Code §7070(c)(5)**

1. **Use of Equipment:** During the year the mobile command unit was used for the following events, 4<sup>th</sup> of July, Lakeshore Parade, Lower Lake Parade, traffic collision investigations and crime scene investigations.
2. **Concerns and Complaints Received:** None received.
3. **Internal Audit Results and Response:**
4. **Total Annual Cost:** \$271.00
  - a. **Acquisition:** \$0.00
  - b. **Personnel:** \$0.00
  - c. **Training:** \$0.00
  - d. **Transportation:** \$271.00 (Fuel)
  - e. **Maintenance:** \$0.00
  - f. **Storage:** \$0.00
  - g. **Upgrade:** \$0.00
  - h. **Other ongoing costs:** \$0.00
5. **Quantity:** 1
6. **Future Acquisition Plans:** None currently.

(b) **Unmanned Aircraft System (UAS/Drones) - CA Gov't Code §7070(c)(1)**

1. **Use of Equipment:** No uses as the item has not yet been purchased.
2. **Concerns and Complaints Received:** None.
3. **Internal Audit Results and Response:** N/A
4. **Total Annual Cost:** \$0.00
  - a. **Acquisition:** \$0.00
  - b. **Personnel:** \$0.00
  - c. **Training:** \$0.00
  - d. **Transportation:** \$0.00
  - e. **Maintenance:** \$0.00
  - f. **Storage:** \$0.00
  - g. **Upgrade:** \$0.00
  - h. **Other ongoing costs:** \$0.00
5. **Quantity:** 0
6. **Future Acquisition Plans:** 1





# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Award of Contract for the 2023 Double Chip Seal Project

**MEETING DATE:** September 7, 2023

**SUBMITTED BY:** Adeline Brown, Public Works 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 approve a contract for the 2023 Double Chip Seal Project and authorize the City Manager to approve up to 10% for additional unforeseen contract amendments.

#### BACKGROUND/DISCUSSION:

The City solicited proposals for construction of the 2023 Double Chip Seal Project. The project will take place in various areas of the city. The following bids were received:

Pavement Coatings:	\$626,425.00
Northwest Paving:	\$629,850.00
VSS International:	\$781,000.00

#### OPTIONS:

1. Move to approve the contract with Pavement Coatings in the amount of \$626,425.00.
2. Other direction

#### FISCAL IMPACT:

☐ None ☒ 626,425.00 Budgeted Item? ☒ Yes ☐ No

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

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

Comments:

#### STRATEGIC PLAN IMPACT:

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

- ☐ Goal #5: Ensure Fiscal Sustainability of City
- ☐ Goal #6: Update Policies and Procedures to Current Government Standards
- ☐ Goal #7: Support Economic Development

**SUGGESTED MOTIONS:**

Move to approve the contract with Pavement Coatings in the amount of \$626,425.00.

☐ **Attachments:**



# CITY OF CLEARLAKE

## City Council

### STAFF REPORT

**SUBJECT:** Approve Police Chief's Response to 2022-23 Grand Jury Report on Human Trafficking & School Shootings

**MEETING DATE:**  
September 7, 2023

**SUBMITTED BY:** Tim Hobbs, Chief of Police

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

#### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to approve the Police Chief's response to the 2022-2023 Grand Jury report on human trafficking and school shootings.

#### BACKGROUND/DISCUSSION:

The 2022-23 Grand Jury issued a report entitled "Sex Trafficking: Hiding in Plain Sight"<sup>1</sup> and "America is Bleeding: School Shootings." The report required a response from the Clearlake Police Department through the City Council to the following recommendations:

*That the Clearlake Police Department provide annual training on trafficking for their officers and staff.*

*That School District officials and law enforcement officers include athletic events in their active shooter response plans.*

*That School District officials hire SRO's and provide them with specialized training to better understand adolescent development and non-violent communication.*

The Department has studied the findings and recommendations. The Department agrees with all but one finding, which we partially disagree with, and has already implemented our part of the recommendations. Information on what the Department has already implemented is detailed in the attached proposed response.

Staff recommends the City Council approve the proposed response and direct the City Clerk to send it to the Superior Court.

#### OPTIONS:

1. Approve the proposed response.
2. Provide other direction to staff.

<sup>1</sup> <https://www.lakecountycalifornia.gov/1219/Final-Reports>

**FISCAL IMPACT:**

☒ None      ☐ \$      Budgeted Item? ☐ Yes ☐ No

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

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

Comments:

**STRATEGIC PLAN IMPACT:**

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

**SUGGESTED MOTIONS:**

Approve the proposed response from the Chief of Police and direct the City Clerk to send it to the Superior Court.

- ☒ **Attachments:**      1) Proposed Response from the Chief of Police



# CLEARLAKE POLICE DEPARTMENT

14050 Olympic Drive, Clearlake, CA 95422

Timothy Hobbs | Chief of Police

September 7, 2023

Honorable J. David Markham  
Presiding Judge  
Superior Court of California, County of Lake  
255 N. Forbes Street, 4th Floor  
Lakeport, CA 95453

SUBJECT: Response to 2022-2023 Grand Jury Final Report Entitled: "America is Bleeding: School Shootings"

Dear Judge Markham:

Pursuant to California Penal Code Section 933.05(a), (b), and (c), the following are my responses as Chief of Police of the Clearlake Police Department to the findings and recommendations in the above-entitled Grand Jury Report:

## FINDINGS

### F-1 Agree

*School shootings are still relatively rare, but have been increasing since 2017.*

### F-2 Agree

*The guns used in school shootings usually come from the student's or a relative's home.*

### F-3 Agree

*School violence is not uncommon at athletic events.*

### F-4 Agree

*SROs benefit from specialized training focusing on non-violent communication, with youths' social and emotional development.*

### F-5 Agree

*Single entrances and metal detectors at campus entrances are helpful in screening for weapons.*



**F-6 Agree**

*School officials' outreach to parents/guardians to sensitize them to worrisome changes in students' behavior can help identify at-risk students needing intervention.*

**RECOMMENDATIONS**

**R-2 Has been implemented.**

*That School District officials and law enforcement officers include athletic events in their active shooter response plans.*

The Clearlake Police Department currently includes athletic events in our active shooter response planning and training.

**R-3 Has been implemented.**

*That School District officials hire SROs and provide them with specialized training to better understand adolescent development and non-violent communication.*

The Clearlake Police Department entered into a MOU with the Konocti Unified School District on July 20, 2023. Under the terms of the MOU, the Clearlake Police Department will provide one full-time SRO to the District for the 2023/24 school year. Additionally, the District may request additional Clearlake police officers to work school events, such as football games and school dances. The SRO selected for this position attended a certified SRO course the week prior to the 2023/24 school year starting.

I would like to thank the Grand Jury for their efforts in completing this report and their recommendations. We especially appreciate the members who took the time to meet with our staff and learn more about the challenges and opportunities related to this subject.

Best Regards,



TIMOTHY HOBBS  
Chief of Police





# CLEARLAKE POLICE DEPARTMENT

14050 Olympic Drive, Clearlake, CA 95422

Timothy Hobbs | Chief of Police

September 7, 2023

Honorable J. David Markham  
Presiding Judge  
Superior Court of California, County of Lake  
255 N. Forbes Street, 4th Floor  
Lakeport, CA 95453

SUBJECT: Response to 2022-2023 Grand Jury Final Report Entitled: "Sex Trafficking: Hiding in Plain Sight"

Dear Judge Markham:

Pursuant to California Penal Code Section 933.05(a), (b), and (c), the following are my responses as Chief of Police of the Clearlake Police Department, which includes the Code Enforcement Bureau, to the findings and recommendations in the above-entitled Grand Jury Report:

## FINDINGS

### F-1 Partially disagree

*Human/Sex Trafficking cases are complex, require lengthy investigations, involve multiple agencies across county, state and country boundaries and are costly to resolve.*

The Clearlake Police Department agrees that human trafficking cases are generally complex, require lengthy investigations, and are costly to resolve. Though it may be common, we disagree that human/sex trafficking cases have to involve multiple agencies across county, state, and country boundaries.

### F-2 Agree

*Lake Family Resource Center has developed detailed training materials on trafficking.*

### F-3 Agree

*Widespread education on trafficking, especially among youths and persons working with youths, can increase awareness and opportunities for potential intervention.*



## RECOMMENDATIONS

### **R-2 Has been implemented.**

*That the Clearlake Police Department provide annual training on trafficking for their officers and staff.*

The Clearlake Police Department has been providing annual training to staff regarding human trafficking. Additionally, as staffing and budgeting allows, we will send staff members to more advanced training to further improve their knowledge and skills.

I would like to thank the Grand Jury for their efforts in completing this report and their recommendations. We especially appreciate the members who took the time to meet with our staff and learn more about the challenges and opportunities related to this subject.

Best Regards,



TIMOTHY HOBBS  
Chief of Police