AGENDA
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, March 19, 2019
City Council Chambers, 225 Park Street, Lakeport, California 95453

Any person may speak for three (3) minutes on any agenda item; however, total public input per item is not to exceed 15 minutes, extended at the discretion of the City Council. This rule does not apply to public hearings. Non-timed items may be taken up at any unspecified time.

CLOSED SESSION: 5:15 p.m.
1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code § 54957)
   Title: City Manager
2. CONFERENCE WITH LABOR NEGOTIATOR (Gov. Code § 54957.6)
   Employee Organization: Lakeport Police Officers Association (LPOA)
   Names of City Negotiators: City Manager Silveira, Administrative Services Director Buendia

I. CALL TO ORDER & ROLL CALL: 6:00 p.m.
II. PLEDGE OF ALLEGIANCE:
III. ACCEPTANCE OF AGENDA/URGENCY ITEMS:
Move to accept agenda as posted, or move to add or delete items.

To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the Agenda being posted.

IV. CONSENT AGENDA:
The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.

A. Ordinances:
   Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.

B. Minutes:
   Approve minutes of the City Council regular meeting of March 5, 2019.

C. Renew Emergency Resolution:
   Mendocino Complex Fire
   Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.

D. Renew Emergency Resolution:
   February 2019 Storms
   Confirm the continuing existence of a local emergency for the February 2019 Storms.

E. Application 2019-010:
   Approve event application 2019-010, with staff recommendations, for the 2019 Camp & Shine VW Car Show.

F. Application 2019-011:
   Approve event application 2019-011, with staff recommendations, for the 2019 Child Festival in the Park.

G. Census 2020:
   Adopt a resolution supporting the 2020 Census efforts.

V. PUBLIC PRESENTATIONS/REQUESTS:
A. Public Input:
   Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight’s agenda. Persons wishing to address the City Council are required to complete a Citizen’s Input form and submit it to the City Clerk prior to the meeting being called to order. While not required, please state your name and address for the record. NOTE: Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.

VI. COUNCIL BUSINESS:
A. Community Development Director
   1. Change Order #1:
      Authorize the City Manager to sign Contract Change Order No. 1 with ENGI EW Services to allow for the completion of the citywide Solar and Energy Efficiency Retrofit Project.
2. Software Purchase: Approve the purchase of SmartGov permit tracking software and authorize the City Manager to sign a licensing agreement with Dude Solutions.

VII. CITY COUNCIL COMMUNICATIONS:
A. Miscellaneous Reports, if any:

VII. ADJOURNMENT:

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

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

Hilary Britton, Deputy City Clerk
MINUTES
REGULAR MEETING OF THE LAKEPORT CITY COUNCIL
(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)
Tuesday, March 5, 2019
City Council Chambers, 225 Park Street, Lakeport, California 95453

CLOSED SESSION:
1. Public Employee Performance Evaluation (Gov. Code § 54957)
   Title: City Manager
   The item was pulled and will be considered at the March 19, 2019 meeting.

I. CALL TO ORDER & ROLL CALL:
   Mayor Barnes called the meeting to order at 6:00 p.m., with Council Members Mattina, Parlet, Spurr, Turner and Mayor Barnes present.

II. PLEDGE OF ALLEGIANCE:
   The Pledge of Allegiance was led by Utilities Superintendent Harris.

III. ACCEPTANCE OF AGENDA/URGENCY ITEMS:
   A motion was made by Council Member Turner, seconded by Council Member Mattina, and unanimously carried by voice vote to accept agenda as posted.

IV. CONSENT AGENDA:
   A. Ordinances:
      Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per Government Code Section 36934.
   B. Minutes:
      Approve minutes of the City Council regular meeting of February 19, 2019.
   C. Warrants:
      Approve the warrant register of February 28, 2019.
   D. Renew Emergency Resolution: Mendocino Complex Fires
      Confirm the continuing existence of a local emergency in the City of Lakeport.
   E. Emergency Proclamation: February 2019 Storms
      Adopt a resolution confirming the existence of a local emergency for the February 2019 Storms.
   F. Application 2019-005:
      Approve event application 2019-005, with staff recommendations, for the St. Patrick’s Day Pub Crawl.
   G. Application 2019-006:
      Approve event application 2019-006, with staff recommendations, for the July Fourth Arts & Crafts Fair.
   H. Application 2019-007:
      Approve event application 2019-007, with staff recommendations, for the Taste of Lake County event.
   I. Application 2019-008:
      Approve event application 2019-008, with staff recommendations, for the Trick or Treat Main Street Event.
   J. Application 2019-009:
      Approve event application 2019-009, with staff recommendations, for the Dickens’ Faire.
   K. Notice of Completion:
      Adopt the resolution accepting construction of the HSIP Pavement Markings Project by Chrisp Company and authorize the filing of the Notice of Completion.
   L. Conflict of Interest Code:
      Adopt a resolution amending and adopting an updated Conflict of Interest Code.
   Vote on the Consent Agenda:
      A motion was made by Council Member Spurr, seconded by Council Member Parlet, and unanimously carried by voice vote to accept the Consent Agenda, item A-L.

V. PUBLIC PRESENTATIONS/REQUESTS:
A. Public Input: There was no input from the public.

B. Presentation: Panette Talia of the Lakeport Main Street Association (LMSA) presented the Business of the Quarter to Jeff Warrenburg from Paradise Skate for their participation at the Dickens Fair.

C. Presentation: A presentation on the commission and installation of a proposed Lake Pomo Family Bronze Statue proposed for the Historic Courthouse Museum Park was given by Les Miller and Clark Macabe.


VI. COUNCIL BUSINESS:

A. Police Chief

1. Public Convenience or Necessity: The staff report was presented by Chief Rasmussen.

   John Saare spoke against Dollar General.
   Steve Rawlings spoke on behalf of Dollar General.

   A motion was made by Council Member Mattina, seconded by Council Member Turner, and unanimously carried by voice vote to make a determination that public convenience or necessity would be served by the issuance a Type-20 Off Sales Beer and Wine Liquor sales license to Dolgen California LLC for the Dollar General at 1450 South Main Street, Lakeport California and adopt the proposed resolution.

B. Utilities Superintendent

1. Wastewater Intrusion and Infiltration (I&I) Project: Utilities Superintendent Harris and Alex Sharp, CivicSpark Fellow presented an update on the Wastewater Intrusion and Infiltration (I&I) Project.

C. Public Works Director

1. Bid Award: The staff report was presented by Public Works Director Grider.

   A motion was made by Council Member Spurr, seconded by Council Member Mattina, and unanimously carried by voice vote to approve and authorize the City Manager to execute a professional services agreement with the chosen engineering firm for the Hartley St Pedestrian Improvement Project.

VII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any: City Manager Silveira was absent from the meeting

   City Attorney Ruderman had no report.

   Public Works Director Grider gave the following update on the storm and flooding: Wind from the east will continue through tomorrow which is impacting the shoreline throughout Library Park. The water walls are helping bear the brunt of the wave action. Lakeshore remains closed until the winds settle. There was a headwall failure on a box culvert that Forbes Creek flows through, located between Savings Bank and the Chevron station and across from the Soper Reese Theatre on Main Street.

   Finance Director Walker had no report.

   Utilities Superintendent Harris had no report.

   Chief Rasmussen had no report.

   Community Development Director Ingram reported that community outreach meetings on the Lakefront Park Plan have been scheduled and an online public survey has been developed.
Administrative Services Director/City Clerk Buendia had no report.

Mayor Barnes thanked the Public Works and Police Departments on their work during the flood emergency. He also thanked the Lakeport Fire Protection District for the quick response to the fire at the Terrace Middle School.

Council Member Parlet had no report.

Council Member Mattina reported that she had attended the League Division meeting in Ukiah and toured the city’s water recycle plant.

Council Member Spurr also attended the League Division meeting and tour.

Council Member Turner thanked the Public Works and Police Departments for getting ahead of the storm event. She also invited everyone to the Second Sunday breakfast at the Senior Center.

VII. ADJOURNMENT:

Mayor Barnes adjourned the meeting at 6:46 p.m.

_______________________________________
Tim Barnes, Mayor

Attest:

___________________________________________
Kelly Buendia, City Clerk
WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to conditions of extreme peril as a result of the River Fire, re-named along with the Ranch Fire, the Mendocino Complex fire and provide direction.

BACKGROUND/DISCUSSION:

On July 28, 2018, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the conditions of extreme peril to the safety of persons and property within the city as a result of the River Fire, re-named the Mendocino Complex fire in combination with the Ranch Fire. In accordance with the Emergency Services Act Section 8630(b) and Lakeport Municipal Code section 2.28.130, the City Council ratified the declared emergency on July 30, 2018 under Resolution 2679 (2018). Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at least every 14 days, the need for continuing the emergency declaration until the local emergency is terminated.

The City Council, at a Special Meeting on August 13, 2018, continued the emergency declaration via Resolution 2680 (2018). The City Council subsequently continued the emergency declaration on August 21, 2018, September 18, 2018, October 2, 2018, October 16, 2018, November 6, 2018, November 20, 2018, December 4, 2018, December 18, 2018, January 15, 2019, February 5, 2019, February 19, 2019 and March 3, 2019. Since a need still exists for the declaration, Council is asked to review and continue the declaration. Should the need continue, staff will return this item at the next regularly scheduled City Council meeting.

OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to Mendocino Complex fire; or proclaim the termination of the Local State of Emergency

FISCAL IMPACT:

☐ None ☐ $ Budgeted Item? ☐ Yes ☐ No
Budget Adjustment Needed? ☐ Yes ☐ No If yes, amount of appropriation increase: $
Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:
Comments:

SUGGESTED MOTIONS: Move to confirm the continuing existence of a local emergency in the City of Lakeport.

RESOLUTION NO. 2679 (2018)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT RATIFYING THE DIRECTOR OF EMERGENCY SERVICES’ PROCLAMATION OF A LOCAL EMERGENCY IN THE CITY OF LAKEPORT

WHEREAS, Chapter 2.28 of the Lakeport Municipal Code, adopted as Ordinance Number 832 of the City of Lakeport empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lakeport is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this City as a result of a fire commencing on or about 1:01 p.m. on the 27th day of June/July, 2018, called the River Fire and later re-named the Mendocino Complex along with the Ranch Fire, which commenced on or about 12:05 p.m. on the 27th day of July, 2018, at which time the City Council of the City of Lakeport was not in session; and

WHEREAS, the City Manager, acting as the Director of Emergency Services of the City of Lakeport, did proclaim the existence of a local emergency within the City on the 28th day of July, 2018; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency in the Lake County as a result of the Mendocino Complex on the 28th day of July, 2018; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the City Council hereby proclaims a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Services’ Proclamation of Existence of a Local Emergency is hereby ratified and confirmed; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of this local emergency the powers, functions and duties of the Disaster Council of the City of Lakeport and its Director of Emergency Services shall be those prescribed by state law, and by the ordinances and resolutions of this City; and

ATTACHMENT 1
IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Margaret Silveira, Director of Emergency Services of the City of Lakeport, is hereby designated as the authorized representative of the City of Lakeport for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a special meeting thereof on the 30th day of July, 2018, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

[Signatures]
MIREYA G. TURNER, Mayor

ATTEST:

[Signature]
KELLY BUENDIA, City Clerk
STAFF REPORT

RE: Continuation of Local Emergency Declaration – February Storms

SUBMITTED BY: Margaret Silveira, City Manager

PURPOSE OF REPORT:  Information only  Discussion  Action Item

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to review the need to continue the proclamation declaring a Local State of Emergency due to conditions of extreme peril as a result of the February 2019 Storms and provide direction.

BACKGROUND/DISCUSSION:

On February 28, 2019, the Director of Emergency Services for the City of Lakeport declared a local State of Emergency in connection with the conditions of extreme peril to the safety of persons and property within the city as a result of the February 2019 storms. In accordance with the Emergency Services Act Section 8630(b) and Lakeport Municipal Code section 2.28.130, the City Council ratified the declared emergency on March 5, 2019 under Resolution 2704 (2019). Under Lakeport Municipal Code section 2.28.150, the City Council shall review, at least every 14 days, the need for continuing the emergency declaration until the local emergency is terminated.

Since a need still exists for the declaration, Council is asked to review and continue the declaration. Should the need continue, staff will return this item at the next regularly scheduled City Council meeting.

OPTIONS:

Approve the need for the continuation of the proclamation declaring a Local State of Emergency due to the February 2019 storms; or proclaim the termination of the Local State of Emergency

FISCAL IMPACT:

$  Budgeted Item?  Yes  No
Budget Adjustment Needed?  Yes  No
If yes, amount of appropriation increase:  $

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

Comments:
SUGGESTED MOTIONS: Move to confirm the continuing existence of a local emergency in the City of Lakeport.

RESOLUTION NO. 2704 (2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT CONFIRMING EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Chapter 2.28 of the Lakeport Municipal Code, adopted as Ordinance Number 832 of the City of Lakeport empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City of Lakeport is affected or likely to be affected by a public calamity and the City Council is not in session, subject to ratification by the City Council within seven (7) days; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen within this City as a result of rain storms, wind, and flooding commencing on or about February 26, 2019, at which time the City Council of the City of Lakeport was not in session; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency; and

WHEREAS, the Director of Emergency Services of the City of Lakeport did proclaim the existence of a local emergency within the City on the 28th day of February, 2019; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency in Lake County due to atmospheric river storm systems, which caused widespread damage and flooding; and

WHEREAS, the City Council does hereby find that aforesaid conditions of extreme peril did warrant and necessitate the proclamation of existence of a local emergency.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that the City Council hereby proclaims a local emergency due to the existence or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that the Director of Emergency Services’ Proclamation of Existence of a Local Emergency is hereby ratified and confirmed; and

IT IS FURTHER RESOLVED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of Lakeport; and

IT IS FURTHER RESOLVED AND ORDERED that during the existence of this local emergency the powers, functions and duties of the Disaster Council of the City of Lakeport and its Director of Emergency Services shall be those prescribed by state law, and by the ordinances and resolutions of this City; and
IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Margaret Silveira, Director of Emergency Services of the City of Lakeport, is hereby designated as the authorized representative of the City of Lakeport for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

This resolution shall be effective upon its adoption.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 5th day of March, 2019, by the following vote:

AYES: Mayor Barnes, Council Members Mattina, Parlet, Spurr and Turner
NOES: None
ABSTAINING: None
ABSENT: None

Tim Barnes, Mayor

ATTEST:

Kelly Buendia, City Clerk
**APPLICATION FOR USE OF PUBLIC AREAS**

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

**This section to be completed by City:**

<table>
<thead>
<tr>
<th>Application Received (Date):</th>
<th>02/06/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application No.</td>
<td>2019-010</td>
</tr>
</tbody>
</table>

| $15.00 Application Fee Paid | For Council Meeting of (Date): | 03/19/2019 |

**This section to be completed by Applicant (please answer all questions):**

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Rich Lesco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name:</td>
<td>NorcalAircooledGroup</td>
</tr>
<tr>
<td>Address:</td>
<td>1778 Cantrell ct. Concord CA. 94521</td>
</tr>
<tr>
<td>Home Phone:</td>
<td>650-773-9553</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:rjlesco@gmail.com">rjlesco@gmail.com</a></td>
</tr>
<tr>
<td>Phone for Other Contact:</td>
<td>925-876-9460</td>
</tr>
<tr>
<td>Other Contact:</td>
<td>Ron Holeman</td>
</tr>
<tr>
<td>Organization Is:</td>
<td>☑ For Profit Organization</td>
</tr>
</tbody>
</table>

**Name of Event:** Lakeport Camp & Shine 2019  
**Description of Event:** VW CAR SHOW (static display on  
**Specific Location of Event (Map Must be Attached):** Park st. (between 1st st. & 3rd st.), 2nd st. (between main st. and park st)  
**Does this use involve public right of way, streets, or sidewalk?** ☑ Yes  
**If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences:** we will give notice to all businesses 30 days prior to event  
**Date(s) of Event:** Saturday June 15th, 2019  
**Total Number of Days:** 1  
**Set Up Time:** 7:00am-8:00am  
**Time of Event:** 8:00am-3:00pm  
**Tear Down Time:** 3:00pm-3:30pm  
**Specify anticipated number of people (both participants and the public):** 75  
**Will any vendors be present?** Yes ☑  
**Will any food booths be present?** Yes ☑  
**Requirements:**  
☑ Electricity (cannot be guaranteed by City)  
☑ Barricades  
☑ Street/Sidewalk Closures  
☐ No irrigation in park prior to event  
☐ Other (please specify):  
**Coordination of these requirements must be made through the Public Works Department: (707) 263-0751**  
**Specific City Staff Needs:**  
☐ Police  
☐ Public Works  
☐ Parks  
☐ Other (please specify):  
The City reserves the right to bill applicant for related City costs.  
**Insurance Information:**  
Specify Insurance Company: will acquire insurance after approved, and will use same insurance vendor as the past 8 years  
**Policy Number:**  
**Expiration Date:**  
**Limits of Coverage:**  
**INSURANCE CERTIFICATE REQUIRED**  
Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $1,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested?  □ Yes  ☑ No
If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT
In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

[Signature]
Signature of Applicant
Responsible Official of Applicant Organization

Dated: 2/5/19

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

Staff Name: ____________________________________________  Department: ____________________________

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

The following will be Required:

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

Staff Comments: ____________________________________________

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

Considered at Council Meeting (Date): ____________________________

☐ Application Approved
☐ Application Denied
☐ Application Approved With Conditions (See Below)

Conditions of Approval:

☐ Attachments (specify):  ____________________________________________
Car show area:
Park St. between 1st and 3rd
2nd St. between Main St. and Park St.
Need barricades at 4 locations marked
Show is planned for Saturday June 15th, 2019, from 8:00 am to 3:00 pm
We will start setting up at 6:30 am
This show is open with no fee to the public
We will charge for anyone who wants to enter his or her vehicle in the show
NAG (Northern Aircooled Group) held this event last year and would like to continue the tradition started by the Silver Circle Volkswagen Club
Contact info:
Rich Lesco
cell (650) 773-9553
No alcohol, no police concerns

On March 4, 2019 at 4:31 PM Hilary Britton <hbritton@cityoflakeport.com> wrote:

Hi all,

Please find attached application 2019-010 for the 2019 Camp & Shine car show for your review and comments.

We would like to submit this for Council approval at the 03/19/2019 meeting, so please have your comments back to me by 03/13/2019.

As always, thank you for your input.

Hilary Britton
Deputy City Clerk
City of Lakeport
225 Park Street
Lakeport, CA  95453
(707) 263-5615 x102
hbritton@cityoflakeport.com
USE OF ALCOHOL: Is a permit for alcoholic beverages requested? □ Yes ☑ No

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

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 2/5/19

STAFF RESPONSE

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

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ No Fiscal Impact</td>
<td>☐ Fiscal Impact (Describe/Include Estimated Costs)</td>
</tr>
<tr>
<td>☐ Police</td>
<td>☐ Public Works</td>
</tr>
<tr>
<td>☐ Parks</td>
<td>☐ Other (please specify):</td>
</tr>
</tbody>
</table>

The following will be Required:

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

Staff Comments:

Environmental Health has no concerns regarding this event – no food vendors present.

Tina Rubin
3/4/19

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

Conditions of Approval:

☐ Attachments (specify):
No comments from LTA.

Thank you,

Wanda Gray
Director Regional Operations
Paratransit Services
Operators of Lake Transit

"Providing Quality Coordinated Transportation and community services since 1980"

Direct: (707) 994-3384 ext 5
Cell: (707) 951-6403
Fax: (707) 994-3387

Email: WLG@paratransit.net

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.paratransit.net&d=DwIFAg&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiIMM&r=-SIUPJ177p9b9OKMFTYkEe1bqwLflQNWFAi_lfWrY8&m=8iTnHhir7sGvvCu-SJm2HYXN8MLvwNBmo6KpU9c5Z8U&s=agTZK0XjreNqu6-PkTl58IcxiYH64IKPy8fMjucXk6k&e=

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Hi all,

Please find attached application 2019-010 for the 2019 Camp & Shine car show for your review and comments.

We would like to submit this for Council approval at the 03/19/2019 meeting, so please have your comments back to me by 03/13/2019.
APPLICATION FOR USE OF PUBLIC AREAS

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

This section to be completed by City:

<table>
<thead>
<tr>
<th>Application Received (Date):</th>
<th>2/13/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ $15.00 Application Fee Paid</td>
<td></td>
</tr>
<tr>
<td>Application No.</td>
<td>2019-011</td>
</tr>
<tr>
<td>For Council Meeting of (Date):</td>
<td>03/19/2019</td>
</tr>
</tbody>
</table>

This section to be completed by Applicant (please answer all questions):

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Cynthia Lenners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Home Phone:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:asantana@lakecoe.org">asantana@lakecoe.org</a></td>
</tr>
<tr>
<td>Other Contact:</td>
<td>Ana Santana</td>
</tr>
<tr>
<td>Phone for Other Contact:</td>
<td>707-263-8918 ext 295</td>
</tr>
<tr>
<td>Organization Name:</td>
<td>Lake County Office of Education</td>
</tr>
<tr>
<td>Address:</td>
<td>1152 South Main Street Lakeport Ca 95453</td>
</tr>
<tr>
<td>Work Phone:</td>
<td>707-263-8918 ext 295</td>
</tr>
<tr>
<td>Mobile Phone:</td>
<td></td>
</tr>
<tr>
<td>Organization is:</td>
<td>Nonprofit Organization</td>
</tr>
</tbody>
</table>

Name of Event: Month of the Young Child- Child Festival in the Park

Description of Event: An advocacy walk, then booths from local agencies will be set up with information and child activities- guest speakers talking about child abuse

Specific Location of Event (Map Must be Attached): see attached

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

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

Park street between 1st and 2nd 2nd & 3rd

<table>
<thead>
<tr>
<th>Date(s) of Event:</th>
<th>April 13, 2019</th>
<th>Total Number of Days:</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Set Up Time:</td>
<td>7:00am</td>
<td>Time of Event:</td>
<td>10-3</td>
</tr>
<tr>
<td>Tear Down Time:</td>
<td>3:00pm</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Specify anticipated number of people (both participants and the public): 200

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

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

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

<table>
<thead>
<tr>
<th>Specific City Staff Needs:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Police</td>
</tr>
<tr>
<td>☐ Public Works</td>
</tr>
<tr>
<td>☐ Parks</td>
</tr>
<tr>
<td>☐ Other (please specify):</td>
</tr>
</tbody>
</table>

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

Insurance Information:
Specify Insurance Company: Northern California ReLIEF
Policy Number: Expiration Date: Limits of Coverage:

INSURANCE CERTIFICATE REQUIRED
Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is $2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.
USE OF ALCOHOL: Is a permit for alcoholic beverages requested?  ☐ Yes  ☒ No
If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT
In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 1-25-19

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

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ No Fiscal Impact</td>
<td>☐ Fiscal Impact (Describe/Include Estimated Costs)</td>
</tr>
<tr>
<td>☐ Police</td>
<td>☐ Public Works</td>
</tr>
<tr>
<td>☐ Parks</td>
<td>☐ Other (please specify):</td>
</tr>
</tbody>
</table>

The following will be Required:

☐ Business License
☐ ABC License

☐ Health Department Permit
☐ Other (Specify):

Staff Comments:

I/We hereby certify that the attached is true and correct to the best of my knowledge and belief.

Date: 1-25-19

Conditions of Approval:

☐ Attachments (specify):
USE OF ALCOHOL: Is a permit for alcoholic beverages requested? □ Yes  □ No
If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport, its officers, agents, employees, and volunteers against and from any and all liability claims, lawsuits, damages, losses, expenses, and costs brought for, or on account of, injuries to or death of any person or persons, including myself and this organization, or damage to or destruction of property, arising out of, or other occurrence during or in connection with the foregoing event(s).

Signature of Applicant
Responsible Official of Applicant Organization

Dated: 1-25-19

STAFF RESPONSE

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

<table>
<thead>
<tr>
<th>Staff Name:</th>
<th>Department:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ No Fiscal Impact</td>
<td>□ Fiscal Impact</td>
</tr>
<tr>
<td>(Describe/Include Estimated Costs)</td>
<td>□ Police</td>
</tr>
<tr>
<td></td>
<td>□ Public Works</td>
</tr>
<tr>
<td></td>
<td>□ Parks</td>
</tr>
<tr>
<td></td>
<td>□ Other (please specify):</td>
</tr>
</tbody>
</table>

The following will be Required:

| | 
|------------------|------------------|
| □ Business License | □ Health Department Permit |
| □ ABC License | □ Other (Specify): |

Staff Comments:

All food vendors must have a temporary health permit to sell or give away food at this event and must submit their application 7 days prior to the event. The event sponsor must submit their sponsor temporary health permit application 14 days prior to the event.

Cara Rubin
3/4/19

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

<table>
<thead>
<tr>
<th>Considered at Council Meeting (Date):</th>
<th>□ Application Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Application Denied</td>
</tr>
<tr>
<td></td>
<td>□ Application Approved With Conditions (See Below)</td>
</tr>
</tbody>
</table>

Conditions of Approval:

□ Attachments (specify):
No police concerns

On March 4, 2019 at 4:40 PM Hilary Britton <hbritton@cityoflakeport.com> wrote:

Hi all,

Please find attached application 2019-011 for the Child Festival in the Park for your review and comments.

We would like to submit this for Council approval at the 03/19/2019 Council meeting, so please have your comments back to me by 03/13/2019.

Thank you for your input.

Hilary Britton
Deputy City Clerk
City of Lakeport
225 Park Street
Lakeport, CA  95453
(707) 263-5615 x102
hbritton@cityoflakeport.com

(Click button to register online)
No comments from LTA.

Wanda Gray
Director Regional Operations
Paratransit Services
Operators of Lake Transit

"Providing Quality Coordinated Transportation and community services since 1980"

Direct: (707) 994-3384 ext 5
Cell: (707)951-6403
Fax: (707) 994-3387
Email: WLG@paratransit.net

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.paratransit.net&d=DwIFAg&c=euGZstcaTDIlvivEM8b7jXrwoIfv5A_CdpznVfiMM&r=-SIUPJ1777PB9b9OKMFTYkEe1bpwLfQNWFAi_lFwrY8&m=0WGaOuk6dqtRGLEdDtm-Tmw1Xw23sUX7Yvafpj5I&s=8hKwdlY5iBwrmig7wmYDZ9YfSM3Hz6GKXfHRU3S5ua&e=

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RESOLUTION NO. (2019)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT RECOGNIZING THE IMPORTANCE OF THE 2020 CENSUS AND SUPPORTING EFFORTS TO ENSURE A COMPLETE, FAIR, AND ACCURATE COUNT OF ALL CALIFORNIANS

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, under Assembly Bill 1484, as modified ABx1 26, the Successor Agency to the City of Lakeport Redevelopment Agency is a separate legal entity from the City that formed the former Redevelopment Agency; and

WHEREAS, California receives nearly $77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California’s population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California’s leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and
WHEREAS, U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, California is kicking-off its outreach and engagement efforts in April 2019 for the 2020 Census; and

WHEREAS, the City of Lakeport, in partnership with other local governments, the State, businesses, schools, and community organizations, is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lakeport, recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

THIS RESOLUTION was passed by the City Council of the City of Lakeport at a regular meeting thereof on the 19th day of March, 2019, by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

_________________________________
TIM BARNES, Mayor

ATTEST:

_________________________________
KELLY BUENDIA, City Clerk
STAFF REPORT

RE: Solar and Energy Efficiency Retrofit Project, Contract Change Order No. 1

MEETING DATE: 3/19/2019

SUBMITTED BY: Kevin M. Ingram, Community Development Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to sign a Contract Change Order with ENGIE Services to complete the citywide Solar and Energy Efficiency Retrofit Project.

BACKGROUND/DISCUSSION:

In April of 2018 the City Council approved a contract with ENGIE Services to implement solar and other energy conservation measures at various City facilities. In summary the scope of work proposed by ENGIE Services included:

- Retrofit indoor and outdoor lighting at several City operated buildings (City Hall, Police Department, Corporation Yard and Wastewater Treatment Plant).
- Replace existing lighting in Library Park and along Main Street with energy efficient LED fixtures.
- HVAC Unit Replacement (City Hall, Police Department, Corporation Yard and Carnegie Library).
- Construction of solar facilities at several City facilities:
  - CLMSD Wastewater Treatment Plant (695 & 795 Linda Lane)
  - Corporation Yard (591 Martin Street)
  - Green Ranch Water Wells (1385 Scotts Valley Road)
  - City Hall Parking Lot (75 third Street)
  - Police Department (2025 South Main Street)
  - Electric Vehicle Charging Station adjacent to City Hall
- Pump Motor VFD Upgrades at the Wastewater Treatment Plant
- Electric Vehicle (EV) Charging Station within City Hall Parking Lot

Significant progress is being made towards the completion of this project. HVAC units and retrofitting of indoor lighting has been completed or is nearing completion at all involved City facilities. The conversion of downtown and park lighting to LED is expected to be completed in April and the solar canopy facility at the Corporation Yard has been constructed. Remaining solar canopies and arrays will begin moving forward when weather improves.

The principal need for the proposed contract change order involves the recent acquisition of the old Bank of America Building, located by 500 North Main Street which was not anticipated when the original ENGIE contract was approved. After several conversations between City staff and ENGIE Services it was determined that greater energy efficiencies can be achieved for the City of Lakeport through the construction of a solar canopy array at the 500 North Main Street site in lieu of the construction of a canopy array over the public parking lot.
adjacent to City Hall (75 Third Street). This would allow for construction of larger 50 kWdc solar array at the old Bank of America site versus that of a 29 kWdc system near City Hall. ENGIE has agreed to build this larger array in return for assistance on some unanticipated costs in the removal of trees at the CLMSD solar array site along Linda Lane. Additionally, the City is looking to replace one additional HVAC unit at the Corporation Yard. In summary the proposed contract change order consists of:

- Delete the proposed City Hall parking lot (75 Third St.) solar canopy from the project scope of work and add new solar canopy at 500 N. Main Street (Old Bank of America Building) – Cost $0
- Remove trees at the Wastewater Treatment plant for the placement of solar array—Cost $60,000
- Replace existing HVAC unit with energy efficiency HVAC unit at Corp Yard Sewer Office Building—Cost $26,900.

The original contract price was $4,480,417. With the addition of this $86,900 contract change order the total revised contract price is $4,567,317. The Bond issuance for the completion of this project included an approximate total of $4.59 million. There are adequate bond proceeds to cover the cost of this proposed contract change order.

OPTIONS:

1. Authorize City Manager to sign change order.
2. Provide direction.

It is staff’s recommendation that option one is in the best interest of the City as these were necessary to complete the project.

FISCAL IMPACT:

☐ None  ☒ $86,900.00 Budgeted Item?  ☒ Yes  ☐ No

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

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

Comments: Bond proceeds are sufficient to cover the proposed contract change order amount.

SUGGESTED MOTIONS:

Move to authorize the City Manager to sign Contract Change Order No. 1 with ENGIEW Services to allow for the completion of the citywide Solar and Energy Efficiency Retrofit Project.

Attachments:  1. Contract Change Order No. 1 – Detail/Change Order
## Change Order No. 1

<table>
<thead>
<tr>
<th>Customer Contract Title:</th>
<th>City of Lakeport ESC</th>
<th>Customer Contract No.</th>
<th>R3299</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Customer Contract Effective Date:</strong></td>
<td>May 21, 2018</td>
<td><strong>Change Order Effective Date:</strong></td>
<td>Feb 14, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>City of Lakeport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Address:</td>
<td>225 Park St</td>
</tr>
<tr>
<td>Lakeport, CA</td>
<td></td>
</tr>
<tr>
<td>Contact:</td>
<td>Attention: Kevin Ingram</td>
</tr>
<tr>
<td>Job Location:</td>
<td>Lakeport, CA</td>
</tr>
</tbody>
</table>

**Reason for/Description of Change Order:**

Please see attached Scope of work.

## Projected Savings Impact

<table>
<thead>
<tr>
<th></th>
<th>kWh</th>
<th>kW</th>
<th>Thems</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Contract Amount:</strong></td>
<td>$4,480,417.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Prior Change Order(s) Will Add (Deduct):</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>This Change Order Will Add (Deduct):</strong></td>
<td>$86,900.00</td>
<td>*Amount this Change Order:</td>
<td>26,489</td>
<td>0</td>
</tr>
<tr>
<td><strong>Revised Contract Amount:</strong></td>
<td>$4,567,317.00</td>
<td><strong>Revised Contract Amount:</strong></td>
<td>1,675,846</td>
<td>0</td>
</tr>
</tbody>
</table>

**Original Contract Start Date (Signed):** 21-May-18

**Original Contract Complete Date:** No Change

**Revised Contract Complete Date:** No Change

The changes within are hereby authorized, subject to the terms and conditions of that certain Customer Contract referenced above by and between ENGIE Services U.S. Inc., and Customer. Except as set forth herein, the Customer Contract is not amended, modified, impaired or otherwise affected, and is hereby confirmed in full force and effect.

**CITY OF LAKEPORT**

By: __________________________

Print Name: __________________________

Title: __________________________

**ENGIE SERVICES U.S. INC.**

By: __________________________

Print Name: __________________________

Title: __________________________

RETURN EXECUTED COPY TO: ENGIE Services U.S. Inc., 500 Twelfth Street, Suite 300, Oakland, CA 94607, Attn.: Contract Administrator
ENGIE Services U.S. will design and install a Generating Facility set out in the table above at 500 N. Main Street instead of the originally planned location at City Hall. ENGIE Services U.S.'s scope of work will include engineering, equipment, installation, interconnection to utility, system start-up, and commissioning necessary to design and build the Generating Facility.

All construction means and methods described in Energy Services contract Scope Of Work still apply.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delete the proposed City Hall solar canopy from the scope and add new canopy at 500 N. Main St</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Remove Trees at the Waste Water Treatment Plant**

ENGIE Services U.S. to remove all the trees at the City of Lakeport Wastewater Treatment Plant. There are 85 trees along the road near the Lift station located at 695 Linda Lane, Lakeport, CA. ENGIE will remove the trees, grind the stumps and haul away the debris. The trees needed to be removed are highlighted in the picture below.

**M-1 Replace HVAC Unit at Sewer Office Building:**

ENGIE Services to add HVAC unit replacement at Sewer Office building at the Corp Yard to the Project Scope. The existing rooftop unit serving the sewer office has exceeded effective useful life (EUL) and has failed. The new system shall be 3-ton Mitsubishi split unit with 2 ductless cassettes. There shall be one cassette serving each room. The new HVAC unit will have a cooling system efficiency of 19.2 SEER.

<table>
<thead>
<tr>
<th>Measure</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Replace existing HVAC unit with energy efficiency</td>
<td></td>
</tr>
<tr>
<td>HVAC unit at Corp Yard Sewer Office Building</td>
<td>$26,900</td>
</tr>
<tr>
<td>Location/ECM</td>
<td>Projected Annual Electric Savings (kWh)</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>L-1: City Hall</td>
<td>9,356</td>
</tr>
<tr>
<td>L-1: Corp Yard (Konocti Ave.)</td>
<td>3,638</td>
</tr>
<tr>
<td>L-1: Corp Yard (Martin Ave.)</td>
<td>1,367</td>
</tr>
<tr>
<td>L-1: Corp Yard (Sewer Office Bldg.)</td>
<td>455</td>
</tr>
<tr>
<td>L-1: Parks &amp; Recreation Bldg.</td>
<td>898</td>
</tr>
<tr>
<td>L-1: Police Dept.</td>
<td>10,662</td>
</tr>
<tr>
<td>L-1: Waste Water Treatment Plant</td>
<td>1,217</td>
</tr>
<tr>
<td>L-1: City Hall (exterior)</td>
<td>1,092</td>
</tr>
<tr>
<td>L-1: Corp Yard - Martin Ave (exterior)</td>
<td>8,348</td>
</tr>
<tr>
<td>L-1: Corp Yard - Water Plant (exterior)</td>
<td>8,102</td>
</tr>
<tr>
<td>L-1: Library Park Restrooms (exterior)</td>
<td>664</td>
</tr>
<tr>
<td>L-1: Lift Station 695 Linda Ln (exterior)</td>
<td>1,058</td>
</tr>
<tr>
<td>L-1: Library Park (exterior)</td>
<td>11,033</td>
</tr>
<tr>
<td>L-1: Police Department (exterior)</td>
<td>437</td>
</tr>
<tr>
<td>L-1: WWTP 795 Linda Ln (exterior)</td>
<td>4,231</td>
</tr>
<tr>
<td>M-1: Police Department</td>
<td>14,297</td>
</tr>
<tr>
<td>M-1: City Hall</td>
<td>7,915</td>
</tr>
<tr>
<td>M-1: Library</td>
<td>1,548</td>
</tr>
<tr>
<td>M-1: Public Works</td>
<td>1,238</td>
</tr>
<tr>
<td>M-1: Public Works (Sewer Office)</td>
<td>1,359</td>
</tr>
<tr>
<td>M-1: Waste Water Treatment Plant (pump)</td>
<td>33,880</td>
</tr>
<tr>
<td>SL-1: City Street and Park Lights</td>
<td>10,447</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>133,242</strong></td>
</tr>
</tbody>
</table>

**Table E-4: Base Energy Rates**

<table>
<thead>
<tr>
<th>Location/ECM</th>
<th>Electricity Rate ($/kWh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PV-1: Waste Water Treatment Plant</td>
<td>0.1376</td>
</tr>
<tr>
<td>PV-1: Water Wells</td>
<td>0.1124</td>
</tr>
</tbody>
</table>
Revisions to Attachment F – Maintenance Services

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment F with respect to Generating Facilities being constructed on Lakeport's property at the following Project Locations:

<table>
<thead>
<tr>
<th>Site</th>
<th>kW DC</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Treatment Plant</td>
<td>540</td>
<td>795 Linda Lane, Lakeport, CA</td>
</tr>
<tr>
<td>Corporate Yard</td>
<td>238</td>
<td>591 Martin St, Lakeport, CA</td>
</tr>
<tr>
<td>City Water Well</td>
<td>101</td>
<td>1604 Riggs Rd, Lakeport, CA</td>
</tr>
<tr>
<td>Future Community Center</td>
<td>50.4</td>
<td>500 N. Main St, Lakeport, CA</td>
</tr>
<tr>
<td>Police Department</td>
<td>38</td>
<td>2025 S. Main St, Lakeport, CA</td>
</tr>
</tbody>
</table>
CITY OF LAKEPORT

STAFF REPORT

<table>
<thead>
<tr>
<th>RE:</th>
<th>SmartGov Software Purchase for Building Records Management</th>
<th>MEETING DATE: 03/19/2019</th>
</tr>
</thead>
</table>

| SUBMITTED BY: | Kevin M. Ingram, Community Development 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 and authorize the City Manager to sign a licensing agreement with Dude Solutions for the purchase of SmartGov permit management software for the use of the Community Development Department.

BACKGROUND & DISCUSSION:

For the past 15 years or more the Lakeport Building Division has been utilizing the software licensing services of BlackBear for the management and tracking of building related permits. Unfortunately, this software system is no longer a supported system. It has been a goal of the Community Development Department to update this permit tracking system and integrate other division permit issuance and tracking needs into one system along with the long-term goal to allow for online permit submittal in the future.

The decision to utilize SmartGov software as a predecessor to the current BlackBear system provides many advantages. SmartGov has acquired the rights to the legacy BlackBear software products and would allow for a more streamlined software integration process in addition to reducing any loss of legacy department data. The SmartGov software is also compatible with the Tyler Systems software which is utilized by the City’s Finance Department. The proposed purchase will also include the integration of Business Licensing permitting software and allows for the future integration of Planning and Code Enforcement permit issuance and tracking. SmartGov has also established itself as an industry leader in online permitting and this purchase will include the implementation of a proper foundation to allow for online permit issuance, payment and tracking in the future.

The proposed cost to the Community Development Department for the purchase of a licensing agreement, setup of the permitting system and integration of legacy data is $55,929.25. The price of the SmartGov software offered through Dude Solutions is offered through Sourcewell (formally the National Joint Powers Alliance) and satisfies the City’s purchasing ordinance requirement in lieu of issuing an RFP.

OPTIONS:
1. Authorize the City Manager to sign a licensing agreement with Dude Solutions.

2. Do not authorize the purchase, and provide staff direction.

**FISCAL IMPACT:**

- None
- $55,929.25
- Budgeted Item? Yes No

Budget Adjustment Needed? Yes No If yes, amount of appropriation increase: N/A

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

Comments: None

**SUGGESTED MOTION:**

Motion to approve the purchase of SmartGov permit tracking software and authorize the City Manager to sign a licensing agreement with Dude Solutions.

**Attachments:**

1. Dude Solutions Statement of Work for SmartGov Professional Services
PREPARED FOR
City of Lakeport, CA
Tom Carlton
Building Official
225 Park Street
Lakeport, CA 95453

PREPARED BY
Dude Solutions, Inc.

PUBLISHED ON
March 07, 2019
This SOW has been defined to leverage DSI’s experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing based on...

<table>
<thead>
<tr>
<th>Subscription</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SmartGov User License</td>
<td>$5,006.25</td>
</tr>
<tr>
<td>SmartGov Connector Parcel</td>
<td>$750.00</td>
</tr>
<tr>
<td>SmartGov Connector GIS</td>
<td>$750.00</td>
</tr>
<tr>
<td><strong>Subscription Term:</strong> 12 months</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td>$6,506.25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Implementation &amp; Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>$5,775.00</td>
</tr>
<tr>
<td>Parcel Connector Configuration</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Map Connector Configuration</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Department Types / General Configuration</td>
<td>$22,080.00</td>
</tr>
<tr>
<td>Fees Configuration (Pages)</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Data Migration</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>Web-Based Training</td>
<td>$4,768.00</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td>$49,423.00</td>
</tr>
</tbody>
</table>

**Total Initial Investment**

$55,929.25

Pricing for the First Renewal Term is $8,675.00
The above level of effort and associated pricing is based on the SMARTGOV package selected by City of Lakeport, CA and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.
Introduction
Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City of Lakeport, CA for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City of Lakeport, CA has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions
In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"
"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing - UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.
Project Scope and Approach
Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City of Lakeport, CA to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City of Lakeport, CA has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City of Lakeport, CA's unique business rules.

Following the configuration and modeling work, DSI will train the City of Lakeport, CA's team using its jurisdiction-specific configuration. After training, DSI will work with City of Lakeport, CA to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City of Lakeport, CA purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")
Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions
The Client will provide a dedicated knowledgeable resource for mapping analysis. The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists. The Client will provide resources for validation throughout the process. The Client will provide side-by-side data entry for 2 weeks prior to go-live. Response time for questions is one business day. DSI may require up to 3 backups of data for each database throughout the process.

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI implementation specialists begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City of Lakeport, CA’s requirements. These core items are defined/configured at the client level (i.e. these are configurable items that will be standard or shared across all departments and configuration types).

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
  - Identified current and future state business processes to be supported by the final product via the configuration work effort
  - Recommended approach to configuration that supports the identified business processes and activities
  - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client

- SmartGov Environments to support the implementation process including:
  - Configuration (Dude Solution access only for configuration)
  - Validation (client has access for testing, can be refreshed with configuration copy upon request)
  - Training

- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs

- Jurisdiction configuration, per Configuration Plan, to include as needed:
  - Parcel and/or address information management
  - Contact information management
  - Contractor license information management
  - Receipt/transaction information management
  - Inspection scheduling information management
  - Configurable screen display settings
Software for Smarter Operations

- User configuration per Configuration Plan, to include as needed:
  - Individual User Rights
  - Available Departments
  - Available Distribution Groups
  - Available Inspection Qualifications
  - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
  - Default list of available queued jobs
  - Queued Job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
  - Administrative processing rules where available in the configurable Jurisdiction Values list
  - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
  - Standard expiration rules
  - Standard online processing rules [for the portal]
  - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Implementation Specialist within a specified time frame established at the project kick-off
  - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary “sandbox” for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users
When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements.

- Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format.

**Module Case / Department Types**

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Implementation Specialist will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

**Deliverables**

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
  - Case record reference information
  - Template specific expiration, renewal or interval rules
  - Template specific default submittal list
  - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
  - Template specific default workflow steps for Admin, Review, and Final work lists
  - Template specific default inspection list
  - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items

- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Implementation Specialist and approved by the assigned PM. Expanded configuration elements, if approved, may include:
  - Non-essential custom attributes
  - Work step dependencies and due dates
  - Step actions and Inspection actions
  - Default Parent-Child case linkages
  - Workflow cycling feature
  - Template specific tab appearance
  - Standard note types and note codes
  - Standard condition types and conditions
  - Standard code references
  - Template specific report links

The client will provide the following resources or task deliverables:
• Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
  • This list should be inclusive of all in-scope departments
  • This list should conform to requested formatting and scope instructions, as communicated by DSI
• A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
• A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
• A fully approved version of the template validation workbook
• Approval via email or other written correspondence of any other identified forms, as requested by the Implementation Specialist

Assumptions and Constraints
• Case template configuration will be completed within existing product design in each module.
• DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
  • Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
• The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
• A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
• Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
• Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
• If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
• Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages
Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables
Dude Solutions will provide the following task deliverables:
Software for Smarter Operations

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Implementation Specialist. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Implementation Specialist. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

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11000 Regency Pkwy #110 / Cary, NC 27518
Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor’s system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide GIS Layer information and provide shape files or services to setup and consume GIS layers
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate
- Layer formats supported:
  - Map Services
  - Feature Services
  - Tiled Services
  - Web Map Service (WMS)

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with “we want everything” migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client
determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?
- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward.
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov.

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client
7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

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- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists

Assumptions and Constraints
- Client will provide information related to:
  - Data Source
  - Database/Source Type (SQL Server, Access, Oracle, etc...)
  - Type of Data (tabular, documents, permits, financial, etc...)
  - Active data usage
  - Point of Contact who know the data structure and content usage
  - Provide data validation and testing resources

Standard Reports (70 Reports Included)
DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables
- 70 standard reports

Assumption and Constraints
- Modification to standard reports will be related to Client branding and logos

Post Go-Live Support
DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables
Provide production related post go-live support for 30 days after go-live date.
Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment: DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies
Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully.

**Project Management / Engagement Management**

The Project Manager’s primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project’s objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI’s Project Management Office (“PMO”) and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI’s customer projects. DSI’s Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI’s Project Manager will serve as the single point of contact for the project related to this SOW.

DSI’s Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

**Project Timeline**

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

**SMARTGOV High Level Process**

**INITIATION & PLANNING**
- (DSI & Client)
- 1-2 months

**SMARTGOV KICK OFF CALL**
- Review timeline of deliverables, project phases & next steps

**DEVELOP PROJECT PLAN**
- Define goals & timelines

**REQUIREMENTS**
- Gather systems data & complete inventories

**COLLECT DATA**
- Analyze & identify migration data from legacy system

**DATA MIGRATION**
- Data mapping from legacy system to SMARTGOV

**EXECUTION VALIDATION TESTING**
- (Vendor, Client & DSI)
- 3-4 months

**CONFIGURATION**
- Establish template & case rules, workflow, fees & global settings

**VALIDATION**
- Iterative process for data migration and configuration of templates, case rules, fees, and global settings

**REPORT DEVELOPMENT**
- Report design, development, test & refine

**SMARTCONNECTOR INTEGRATION**
- Connect systems to SMARTGOV as applicable for service, see financial, personnel services

**USER ACCEPTANCE & TRAINING**
- (DSI & Client)
- 1-2 months

**WEB TRAINING**
- Personalized core project team members with features during weekly meetings

**CRSIE TRAINING**
- Full time & part time user training with DSI trainer with option of co-located support

**SUPPORT**
- Support kick off with personalized implementation test & ces

**OPTIMIZATION**
- For users at post go-live support meetings to optimize configuration

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**Professional Services Invoicing / Billing**
Invoicing Terms
DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses
Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources’ next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy
Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any Cancellation Fees and Re-booking Fees incurred.

Definitions:
- Cancellation Fees: Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- Re-booking Fees: Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- Force Majeure: Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility’s power grid.

DSI Project Team Roles and Responsibilities
The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.
Senior Technical Consultant: The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.

Implementation Specialist: The Implementation Consultants ("ISC") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.

Project Manager / Engagement Manager: The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints
DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City of Lakeport, CA to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.

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• As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.

• Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.

• DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.

• All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.

• This document could include technical inaccuracies and/or typographical errors.

• **Any request** by City of Lakeport, CA to modify the scope of work, schedule, or costs will require preparation of a *CCA form* detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

• All on-site work will be conducted at Client’s physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

**Client’s Support**

• Client will provide the needed input, resources, and documentation to support the tasks contained herein.

• Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.

• Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.

• Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project’s overall business objective.

• Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.

• Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.

• Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.

• Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project; that must be conducted at Client’s facility and access to all applicable software, databases, tools, and systems at their facilities.
Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.

- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.

- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.

- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities
The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

<table>
<thead>
<tr>
<th>Role</th>
<th>Time (% FTE)</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation Project Lead</td>
<td>30-40%</td>
<td>* Serve as primary Person of Contact</td>
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<tr>
<td></td>
<td></td>
<td>* Work with Dude PM to plan and schedule client</td>
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<tr>
<td></td>
<td></td>
<td>resources</td>
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<tr>
<td></td>
<td></td>
<td>* Manage the scope of the paid services in SOW</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Coordinate Client staff assignments</td>
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<tr>
<td></td>
<td></td>
<td>* Manage Client activities to meet schedule</td>
</tr>
<tr>
<td></td>
<td></td>
<td>commitments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Mitigate all implementation risks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Define requirement/layouts of reports purchased</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Identify requirements for any connectors purchased</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Sign-off on completion of all implementation services delivered</td>
</tr>
<tr>
<td>Subject Matter Experts (Multiple)</td>
<td>40-60%</td>
<td>* Attend Implementation/configuration meetings</td>
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<tr>
<td></td>
<td></td>
<td>* Define and provide input into configuration</td>
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<tr>
<td></td>
<td></td>
<td>* Attend User Acceptance and validation Training</td>
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<tr>
<td></td>
<td></td>
<td>* Validate data and configuration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>* Develop UAT Test Scripts</td>
</tr>
<tr>
<td>Role</td>
<td>Percentage</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>IT Lead</td>
<td>5-10%</td>
<td></td>
</tr>
<tr>
<td>Data Validator / UAT Testing</td>
<td>20-30%</td>
<td></td>
</tr>
<tr>
<td>System Administrator</td>
<td>10-15%</td>
<td></td>
</tr>
<tr>
<td>Training Coordinator</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>User</td>
<td>Case-by-Case</td>
<td></td>
</tr>
</tbody>
</table>

- Manage infrastructure changes to support SmartGov
- Provide the data to be migrated from systems
- Mitigate any technical issues
- Coordinate technical assignments required to implement
- SMARTConnectors, including GIS and parcel data
- Validate all data migrated
- Comprehend the data in the prior system and how it translates to Community Development
- Verify the data that was validated
- Participate in UAT Testing, execute test scripts and provide feedback
- Manage SmartGov Configuration
- Create user accounts
- Handle user access/privileges
- Reset passwords
- Supervise organization information changes
- Regulate system values
- Customize attributes
- Generate ad hoc reports
- Support internal usage of SmartGov
- Manage data within SmartGov, specifically:
  - Accreditations
  - Task lists
  - Training Tracks
  - Assessments
  - Training Items
  - Training Location (conference room, off-site, etc.)
- Participate in SmartGov training
- Participate in UAT Testing, execute Test Scripts
Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
  - All necessary signatures are recorded on the change request
  - All affected documentation is revised to reflect the change(s)
  - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
  - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

<table>
<thead>
<tr>
<th>Step</th>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Request</td>
<td>A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.</td>
</tr>
<tr>
<td>2</td>
<td>Evaluate</td>
<td>The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.</td>
</tr>
<tr>
<td>3</td>
<td>Assess</td>
<td>If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.</td>
</tr>
</tbody>
</table>
The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.

The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).

The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.

The project team implements the changes.

**Project Terms and Conditions**

Statement of Work ("SOW") is entered into by and between Dude Solutions, Inc. ("DSI") and City of Lakeport, CA pursuant to and subject to the project terms and conditions ("Project Terms and Conditions") specified below.

- A SOW must be signed by an authorized representative of and who has full authority to bind Client before the scheduling and delivery of any software, software support, and the commencement of Professional Services. In addition, the terms of the DSI Online Subscription Agreement (http://dudesolutions.com/terms) shall apply with the terms of the SOW taking precedence in the event of a conflict. Acceptance by electronic signature is considered a valid and legally binding form of receipt.
- Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.
- All applicable taxes and freight are the responsibility of Client and will appear on invoices as actual cost.
- All orders are subject to credit approval.
- DSI reserves the right to require that overdue Client accounts be paid to current for all prior DSI completed projects before a new SOW can be executed.
- SOW must be accepted and signed by Client within 60 days after which DSI reserves the right to adjust or require the engagement.
- Employment and Subcontractors. DSI and Client agree that the employees of each may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, DSI and Client each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this SOW between them, and for two (2) years following termination of this SOW. Client further agrees that during the term of this SOW and for six (6) months following the termination of this SOW, it will not, without DSI's prior written consent,
engage any subcontractor which DSI utilizes to provide the services contemplated under the SOW should that be the case.

- **Warranties on Services and Work Product:**
  - DSI warrants that the Services shall be performed in a professional manner and to standards not less than those generally accepted in the industry. The foregoing Warranty shall not apply to any portion of a deliverable hereunder (a "Work Product") that has been modified by a party other than DSI without DSI's prior written approval.
  - Client's exclusive remedy and DSI's entire liability shall be the re-performance of the Professional Services.
  - **Disclaimer.** Except as expressly provided in this SOW, with respect to the services and the work product, DSI makes and Client receives no other warranties, expressed or implied, and expressly includes all warranties of merchantability and fitness for a particular purpose.

- **Term and Termination:**
  - The term of this SOW shall be effective and binding, and commence on the date signed by Client and shall terminate as provided herein or upon written acceptance of the work performed with final payment received.
  - **Termination Without Cause.** Either party may terminate this SOW for any reason or no reason by providing the other party with thirty (30) days prior written notice.
  - **Termination for Breach.** Except for a party's breach of its confidentiality obligations under this SOW, or any other agreement, current, and existing between both parties (which breach shall give the non-breaching party the right to automatically and immediately terminate this SOW), if either party is in material breach of this SOW, the non-breaching party may provide a written notice to the breaching party specifying the nature of the breach. The breaching party shall have thirty (30) days from receipt of such notice to correct the breach. If the breach is not cured within such period, the non-breaching party may terminate this SOW by providing the breaching party with written notice of termination. Consent to extend the thirty (30) day cure period shall not be withheld unreasonably if the breaching party has commenced cure efforts during such period and pursues cure of the breach in good faith. Notwithstanding the foregoing, if Client is in breach of the payment terms of this SOW and does not correct such breach within ten (10) business days of notice from DSI, DSI may terminate this SOW, and may suspend performance under any other SOW in progress, pending receipt of payment in full.
  - **Other Termination.** Either party may terminate this SOW immediately upon the occurrence of any of the following events with respect to the other party: (a) a receiver is appointed for either party or its material assets; (b) either party becomes insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor’s relief law; (c) if proceedings are commenced against either party, under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or (d) if either party is liquidated, dissolved or ceases operations.
  - **Payment upon Termination.** Following a termination for cause by DSI under the above, Client shall, within ten (10) business days of such termination, pay DSI for all Services properly performed in accordance with this SOW, through and including the date of termination according to the fees and rates set forth in the applicable SOW.
We are committed to helping you build your knowledge, network and skills - and University 2019 (http://www.university2019.com/) is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can:

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands-on training and 1on1 guidance from our Client Success experts.

Your registration includes:

- Industry specific professional development and leadership workshops
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
  - Sunday Welcome Reception & Dinner
  - Hot breakfast Monday, Tuesday and Wednesday
  - Networking lunch on Monday & Tuesday
  - Tuesday Client Appreciation Dinner

**Dude University Policies**

**Payment, Cancellations & Substitutions**

- Dude Deal Registrations must be paid in full at the time of booking with a credit card, to secure your hotel room.
- Dude Deal prices are for single occupancy rooms. Each additional occupant is $20, per night, per person.
- Written cancellations received by university@dudesolutions.com before March 31, 2019 receive a full refund. No refunds are issued after this date.
- Conference attendee substitutions will be accepted through April 12, 2019.

**Spouse/Guests**

- The $100 spouse/guest fee is valid for only the Sunday evening dinner.

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• The fee does not entitle the spouse to attend the full conference, meals or other events outside of Sunday evening event mentioned above.
• If you have multiple employees of an organization, they must register for the full conference fee to attend the sessions, the learning lab and all networking events.
• Only 1 guest/spouse per person is permitted.
• Minors under the age of 21 are not permitted to attend Sunday night for liability reasons.