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, January 21, 2020
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.

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 special joint meeting of December 9, 2019, and the regular meeting of January 7, 2020.

C. Renew Emergency Resolution:
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. Renew Emergency Resolution: PG&E Public Safety Power Shutoffs (PSPS)
Confirm the continuing existence of a local emergency for the October 2019 PSPS.

F. Utility Billing Policy:
2. Adopt resolution 2742 (2020) approving the revised service deposits for new water accounts effective February 1, 2020.

V. PUBLIC PRESENTATIONS/REQUESTS:

A. Public Input:

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. PUBLIC HEARING:

A. *Community Development Block Grant (CDBG):
1. Hold a public hearing and receive public comment regarding the Community Development Block Grant (CDBG) program and possible activities and projects to be considered for funding under the upcoming Notice of Funding Availability (NOFA) process; and
2. Consider giving staff direction to prepare for Council consideration a CDBG application requesting up to $3,500,000 for the activities determined after the Public Comment and discussion.

*Staff requests that this Public Hearing be continued to the scheduled regular meeting of the City Council on February 4, 2020.

VII. COUNCIL BUSINESS
A. Public Works Director

    1. Grant Application: Adopt a proposed resolution authorizing the City Manager to sign and submit a grant application to the Division of Boating and Waterways.

VIII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

IX. ADJOURNMENT:

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

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

_______________________________________
Hilary Britton, Deputy City Clerk
1. Call to Order - Special Meeting with City of Lakeport, the City of Clearlake, and the Lake County Board of Supervisors
   Supervisor Scott called the meeting to order at 9:00 a.m.
   Mayor Cremer of the City of Clearlake called the meeting to order at 9:00 a.m.
   Mayor Pro Tem Spurr of the City of Lakeport called the meeting to order at 9:01 a.m.

   City of Lakeport Council members Mattina, Parlet, Turner and Spurr were present with Council member Barnes absent.
   City of Clearlake Council members Cremer, Harris, Overton, and Slooten were present with Council member Perdock absent.
   Lake County Board of Supervisors Brown, Crandell, Sabatier, and Scott were present with Supervisor Simon absent.

2. Moment of Silence
   Supervisor Scott called for a moment of silence in honor of the soldiers that lost their lives this week.

3. Pledge of Allegiance
   The Pledge of Allegiance was recited.

4. Timed Items

4.1 Joint Workshop of County of Lake, Cities of Lakeport and Clearlake, of the Lake County Economic Development Strategy on Broadband

   Presentations were received by LCEDC Board President, Stephanie Ashworth; Andy Lucas of CDS; and Dr. David Espinoza of the Upstate California Connect Consortium.

   Public Comment was given by the following: Terri Logsden, Andrew White, and Rick Orwig.

   Included in the discussion were the following topics Commercial properties identified in Zoom prospector; development of Lampson Field and expansion of broadband to underserved areas.

5. Adjournment

   The meeting was adjourned at 10:14 a.m. by Mayor Barnes, Mayor Cremer and Chair Scott.
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, January 7, 2020
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.

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

II. PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was led by Mayor Spurr.

III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS: A motion was made by Council Member Mattina, seconded by Council Member Turner, and unanimously carried by voice vote, to accept the 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 December 17, 2019.
C. Renew Emergency Resolution: Mendocino Complex Fire Confirm the continuing existence of a local emergency for the Mendocino Complex Fire.
E. Renew Emergency Resolution: PG&E Public Safety Power Shutoffs (PSPS) Confirm the continuing existence of a local emergency for the October 2019 PSPS.
F. FY 2020-21 Recognized Obligation Schedule (ROPS): Approve ROPS 20-21 for the period of July 1, 2020 through June 30, 2021 for presentation and adoption by the Lakeport Redevelopment Oversight Board.
G. Out-of-State Travel: Authorize the out of state travel as requested by the City Manager for Council Member Turner to attend the National League of Cities’ Congressional City Conference to be held in Washington, DC, March 7-11, 2020. A motion was made by Council Member Parlet, seconded by Council Member Barnes, and unanimously carried by voice vote, to accept the Consent Agenda, items A-G.

Vote on Consent Agenda:

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.

B. Presentation: Mayor Spurr presented the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting to Finance Director Nick Walker on behalf of the City of Lakeport.

VI. COUNCIL BUSINESS
A. Administrative Services Director/City Clerk
   1. ACA Implementation: The staff report was presented by Administrative Services Director/City Clerk Buendia. A motion was made by Council Member Mattina, seconded by Council Member Barnes, and unanimously carried by voice vote, to receive and file a Compliance and Implementation Plan for the Patient Protection and Affordable Care Act. The staff report was presented by Administrative Services Director/City Clerk Buendia.
A motion was made by Council Member Parlet, seconded by Council Member Barnes, and unanimously carried by voice vote, to approve the Assistant City Manager classification at salary range E-SA already included in the 2019-2020 budget, and
A motion was made by Council Member Parlet, seconded by Council Member Barnes, and unanimously carried by voice vote, to approve a Resolution rescinding Resolution 2715 (2019) and revising the Master Pay Schedule in conformance with California Code of Regulations, Title 2, Section 570.5.
The staff report was presented by Administrative Services Director/City Clerk Buendia.
Council Member Barnes advised that he can no longer serve as liaison to the Lakeport Fire Protection District Board. Mayor Spurr will serve instead.
Mayor Spurr reappointed Council Members as liaisons to various Boards, Committees, and Commissions*.
*The list of appointments are attached to these Minutes.

A motion was made by Council Member Turner, seconded by Council Member Mattina, and unanimously carried by voice vote, to adopt a resolution appointing Council Member Mattina and Council Member Turner to represent and vote on behalf of the City at the League of California Cities, Redwood Empire Division Business meetings; and
Mayor Spurr and Council Member Mattina to represent the City and vote at Division Legislative Committee meetings.

B. Finance Director

1. Utility Billing:
The staff report was presented by Finance Director Walker.
Supervisor Scott advised that Lake County Continuum of Care can assist low income customers with utility deposits.
A motion was made by Council Member Turner, seconded by Council Member Parlet, and unanimously carried by voice vote, to adopt a resolution approving the revised Administrative Policy – Utilities Billing effective February 1, 2020.

A motion was made by Council Member Turner, seconded by Council Member Parlet, and unanimously carried by voice vote, to adopt a resolution approving the revised service deposits for new water accounts effective February 1, 2020 and authorize the City Manager to execute the agreement with ONLINE Information Services, Inc.

VIII. CITY COUNCIL COMMUNICATIONS:

A. Miscellaneous Reports, if any:

City Manager Silveira advised that the new carpet for the lobby and conference rooms will be installed this week. The Council Chamber will also be re-carpeted once the Council approves the carpet option.

Acting City Attorney Reed had no report.

Public Works Director Grider had no report.

Finance Director Walker had no report.

Chief Rasmussen reported that two new Lakeport Police Department recruits started at the Police Academy this week and should graduate by the end of March.

Community Development Director Ingram had no report.

Administrative Services Director/City Clerk Buendia had no report.

Council Member Barnes had no report.

Council Member Parlet advised that he is sorry to leave LAFCo this year, after serving as the City alternate to LAFCo the past 2 years.

Council Member Mattina advised she will be attending the LAFCo meeting next week.
Council Member Turner had no report.
Mayor Spurr had no report.

IX. **ADJOURNMENT:**

Mayor Spurr adjourned the meeting at 6:37 p.m.

___________________________________
George Spurr, Mayor

Attest:

___________________________________
Hilary Britton, Deputy City Clerk
# LAKEPORT CITY COUNCIL

**EFFECTIVE JANUARY 8, 2020**

**LIAISONS TO COMMISSIONS, BOARDS, COMMITTEES**

## LIAISONS

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<thead>
<tr>
<th>Organization</th>
<th>2019</th>
<th>2020</th>
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<tr>
<td>Lakeport Fire Protection District</td>
<td>Mayor Barnes</td>
<td>Mayor Spurr</td>
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<td>Council Member Turner, Alt.</td>
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<td>Lakeport Regional Chamber of Commerce</td>
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<td>Council Member Mattina, Alt.</td>
<td>Council Member Mattina, Alt.</td>
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<td>Lakeport Main Street Association</td>
<td>Mayor Pro Tem Spurr</td>
<td>Mayor Spurr</td>
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## APPOINTMENTS

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<tr>
<td>League of California Cities Redwood Empire Division</td>
<td>Council Member Turner</td>
<td>Council Member Turner</td>
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<td>Division Business Meeting Voting Delegate</td>
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<td>Council Member Mattina</td>
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<td>League of California Cities Redwood Empire Division</td>
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<td>Council Member Spurr Alt.</td>
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<td>PEG Board</td>
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<td>Vector Control District Board</td>
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<td>Mayor Turner</td>
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<td>SB 621 Indian Gaming Funds Committee</td>
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<td>Mayor Pro Barnes</td>
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<td>Local Agency Formation Commission LAFCO Alternate*</td>
<td>Council Member Mattina</td>
<td>Council Member Mattina</td>
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<td>*Rotates to City of Clearlake in 2020 &amp; 2021</td>
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<td>Mayor Pro Tem Parlet</td>
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<td>Invasive Species Task Force Committee</td>
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**STAFF REPORT**

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<tr>
<th>RE:</th>
<th>Continuation of Local Emergency Declaration – Mendocino Complex Fires</th>
<th>MEETING DATE:</th>
<th>01/21/2020</th>
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| 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 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, March 5, 2019, March 19, 2019, April 2, 2019, April 16, 2019, May 7, 2019 May 21, 2019, June 4, 2019, June 18, 2019, July 16, 2019, August 6, 2019, September 3, 2019, September 17, 2019, October 1, 2019, October 22, 2019, November 5, 2019, November 19, 2019, December 3, 2019, December 17, 2019, and January 7, 2020. 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 JuneJuly, 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
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:

MIREYA G. TURNER, Mayor

ATTEST:

KELLY BUENDIA, City Clerk
STAFF REPORT

RE: Continuation of Local Emergency Declaration – February Storms

MEETING DATE: 01/21/2020

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, March 19, 2019, April 2, 2019, April 16, 2019, May 7, 2019, May 21, 2019, June 4, 2019, June 18, 2019, July 16, 2019, August 6, 2019, September 3, September 17, 2019, October 1, 2019, October 22, 2019, November 5, 2019, November 19, 2019, December 3, 2019, December 17, 2019, and January 7, 2020 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:

☐ 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.

- **Attachments:**
  1. Resolution No. 2704 (2019)
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
STAFF REPORT

<table>
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<tr>
<th>RE: Continuation of Local Emergency Declaration – Public Safety Power Shutoff (PSPS)</th>
<th>MEETING DATE: 01/21/2020</th>
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| 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 electrical outages as a result of extreme fire weather conditions commencing on or about 6:00 p.m. on the 26th day of October 2019, called the Public Safety Power Shutoff (PSPS) of October 2019.

BACKGROUND/DISCUSSION:

On October 26, 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 October 2019 Public Safety Power Shutoffs (PSPS). 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 October 31, 2019, under Resolution 2734 (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.

The City Council, at an emergency meeting on October 31, 2019, ratified the emergency declaration via Resolution 2734 (2019). The City Council subsequently continued the emergency declaration on November 5, 2019, November 19, 2019, December 3, 2019, December 17, 2019, and January 7, 2020. 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 October Public Safety Power Shutoff; 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: $
SUGGESTED MOTIONS: Move to confirm the continuing existence of a local emergency in the City of Lakeport.

Attachments:

1. Resolution No. 2734 (2019)
2. Emergency Proclamation
RESOLUTION NO. 2734 (2019)

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 caused by electrical outages as a result of extreme fire weather conditions commencing on or about 6:00 p.m. on the 26th day of October 2019, called the Public Safety Power Shutoff (PSPS) of October 2019, 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 26th day of October, 2019; and

WHEREAS, the Governor of the State of California proclaimed a state of emergency due to the extreme fire weather conditions on the 27th day of October, 2019; 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 special meeting thereof on the 31st day of October, 2019, by the following vote:

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

TIMOTHY BARNES, Mayor

ATTEST:

KELLY BUENDIA, City Clerk
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, section 2.28.130 of the Lakeport Municipal Code empowers the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, the City Manager, as Director of Emergency Services of the City of Lakeport, does hereby find that:

1. Conditions of extreme peril to the safety of persons and property have arisen within the City of Lakeport, caused by electrical outages as a result of extreme fire weather conditions commencing on or about 6:00 p.m. on the 26th day of October, 2019, called the Public Safety Power Shutoff (PSPS) of October 2019; and

2. That the City Council of the City of Lakeport is not in session and cannot immediately be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED, that a local emergency now exists throughout the City; and

IT FURTHER PROCLAIMED AND ORDERED that during the existence of this local emergency the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law, ordinances, and resolutions of this City, and by the City of Lakeport Emergency Plan.

10/26/19
Date and Time

Margaret Alveia
Director of Emergency Services
### STAFF REPORT

**RE:** Approve Revisions to the Utilities Billing Administrative Policy adopted on September 22, 2004 for the City of Lakeport and City of Lakeport Municipal Sewer District No. 1 and Adopt a Resolution Amending the Deposit Amounts for New Water Service Accounts  
**MEETING DATE:** 1/21/20

**SUBMITTED BY:** Nicholas Walker, Finance Director

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

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

The City Council and CLMSD Board are being asked to approve the amendments to the Utility Billing Administrative Policy and Water Deposit resolution as presented.

**BACKGROUND/DISCUSSION:**

On January 7th, these items were presented and approved. Under Lakeport Municipal Code section 13.04.030(D), the Council must approve the Utilities Billing Administrative Policy and revised service deposit amounts by resolution. In addition, our Code requires the Council to approve these resolutions at two separate meetings. Adoption tonight is considered the second reading and final adoption.

To better serve customers of the City’s water and sewer services (“services”) and franchise garbage service, we follow administrative policy which provides a formal set of guidelines on how utility billing is handled. The policy was originally adopted on September 22, 2004, was updated April 18, 2017 but is outdated from operating practices implemented by staff over the subsequent years.

SB 998, approved by the California Governor on September 28, 2018, will become effective February 1, 2020. Under Senate Bill No. 998 (“SB 998”) water service providers with more than 200 service connections, referred to in the statute as “urban and community water systems,” are subject to a new set of regulations governing the discontinuance of water service to residential properties for nonpayment. SB 998 requires an urban and community water system to adopt a written policy regarding service discontinuances, provide specific notice to delinquent customers, take certain steps before terminating water service, and report the number of discontinuances to the State. Notably, the City must offer specified customers an alternative payment plan before discontinuing service for nonpayment. SB 998 also limits the amount the City can charge for reconnection fees for certain customers, and requires the City waive interest payments once yearly for those customers. SB 998 will be enforced by the California Public Utilities Commission (“PUC”), State Water Resources Control Board (“Board”), and the State Attorney General’s Office (“AG”).

According to Senator Dodd, the author of the SB 998, the cost of water in California has risen by over 66% between 2007 and 2015, “resulting in higher delinquency rates on paying water bills, which, in turn, leads to increasing number of water service discontinuations” among low income ratepayers. Citing recent statistics from the Los Angeles Department of Water and Power, which indicates a 29% increase in service
discontinuances from 2015 to 2016, this bill is intended to create transparency and protect low-income households vulnerable to water service termination. The Legislative Analyst’s Office has opined that not enough information is publicly available to assess the extent of the problem.

Senator Dodd notes “California has more than 3,000 city, county, mutual and private agencies delivering water to homes and apartments.” Unlike the electric, gas, and telecommunications industry, “there is nothing more than a local patchwork set of policies addressing long-term water bill delinquencies. The provisions of SB 998 are intended to create a unified rule applicable to both public and private water systems, and any duplicative provisions are deemed to be in addition to, and not inconsistent with, existing law.

Significant updates to the policy include:

1. Updating deadline dates and timelines
2. Clarifying the process for discontinuation of services for nonpayment
3. Clarifying account deposit requirements
4. Clarifying the responsibility of property owners for which the property is metered by a master meter or that received only partial utilities offered by the City
5. Clarifying the account adjustment policy for water leaks

In an effort to “hedge” potential losses in revenues created by implementing the changes required by BS 998, the finance department is recommending some additional changes in how we process deposits for utility account holders. Amending the 2012 resolution for Establishing Water Rates, Fees and Charges would allow the finance department to collect deposits on new accounts that more appropriately match both the potential loss in revenue and risk.

In conducting a survey of neighboring jurisdictions, we learned that many had already established a similar structure for deposit collection. We were also referred to Online Utility Exchange (Online). Online is an internet-based service provider who specializes in collection. Using their service would also allow us to perform soft credit checks on potential account holders with a few pieces of customer information and a few click of the button. These instant credit checks would be the basis of determining the amount of deposit required to open a utility account.

OPTIONS:

1. Move to approve the Administrative Policy – Utilities Billing and revised service deposit amounts as presented.
2. Do not approve the Administrative Policy – Utilities Billing and/or service deposit amounts and provide direction to staff.

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: None
SUGGESTED MOTIONS:

Move to adopt resolution XXXX (2020) approving the revised Administrative Policy – Utilities Billing effective February 1, 2020.

Move to adopt resolution XXXX (2020) approving the revised service deposits for new water accounts effective February 1, 2020.

Attachments:

2. Administrative Policy – Utilities Billing
3. Resolution _________ - Adopting Utilities Billing Admin Policy
4. Resolution _________ - Establishing Water Fees and Charges
5. Professional Services Agreement for Online Information Services Inc.
CITY OF LAKEPORT

ADMINISTRATIVE POLICY

Utilities Billing

Adopted September 22, 2004
Amended April 18, 2017 January 7, 2020

In order to better serve customers of the City’s water and sewer services (“services”) and franchise garbage service, the following procedures are to be followed:

Section One Billing Period
City staff shall read meters during the last week of each month, as close to the last day of the month as possible. Bills will be generated based on base fees, fixed costs and usage and mailed on the 10th 12th of the following month or as close to this date as possible (“statement billing date”).

Section Two Bills Declared Late
All payments are to be received no later than the 9th day of the following month in which the bill was dated and mailed after the statement billing date. If not paid by that time, a late fee will be assessed in the amount set from time to time by resolution of the City Council. A late notice will be sent to each customer declared late advising of an assessment of a late fee. Customers will be provided with 15 calendar days notice after the date on the notice of mailing of letter prior to shut off of service.

Section Three Final Notice of Termination of Service
If bill is not paid in full, or if alternative payment arrangements have not been made, by the 25th day of the month in which it is due from which the bill was issued, a final attempt will be made to contact customer by telephone, personal contact, or door hanger advising that service will be shut off within 48 hours from the 25th 58th day or closest business day thereafter.

Section Four Required Notice in Each Invoice, Statement or Billing
With each invoice, statement, or billing for water, sewer, or garbage service, or any combination thereof, there shall be attached, enclosed, or included a notice reading substantially as follows:

NOTICE TO CUSTOMER: If you believe that you have been overcharged for water, sewer service, or garbage collection service rendered, or that you have been charged for service not rendered, please telephone 707-263-5615, Extension 10 or 18305, and you will be given an explanation of how the amount you were charged was computed, the discontinuation policy will be provided and options to avert termination will be discussed. If you are not satisfied with this explanation and still wish to dispute the matter you have the right to have the matter heard by an employee of the City of Lakeport who has the power to resolve the dispute. To arrange for an informal hearing, please telephone 707-263-5615, no later than fifteen (15) days after the billing date shown on your statement or submit your request in writing to Finance Department, 225

Commented [ 1]: This applies to water, sewer, and franchise garbage service. SB 998 only applies to water service (specifically, discontinuation for nonpayment). However, it may make sense from an administrative perspective to set the same requirements for all three.

We can leave as-is, or propose a rewrite to set different requirements for discontinuation of water, sewer and garbage service.
Park Street, Lakeport, CA 95453, postmarked or received not later than fifteen (15) days after the billing date. Failure to request a hearing before the deadline will result in the loss of a right to a hearing on this matter. Failure to pay the amount of your bill not later than (a) 15 days from the date of the hearing; or (b) 20 days from the date of your statement, whichever occurs later, may result in the discontinuation of your water, sewer, and/or garbage service.

Section Five  Hearing—Request
If a customer who receives an invoice, statement, or billing for water, sewer service, or garbage collection service wishes to dispute the amount due as an overcharge for service rendered or a charge for service not rendered, the customer shall have the right to request an informal hearing of the dispute by either of the following:
(a) Telephoning the number designated for such purposes in the notice transmitted with the billing, statement or invoice not later than fifteen (15) days from the date of mailing thereof; or
(b) Making a written request for such hearing received by the City or postmarked not later than fifteen (15) days from the date of mailing.

Section Six  Hearing—Procedure
Upon receipt of a request for hearing, a hearing shall be scheduled not later than ten (10) days from the date of the request. The hearing shall be conducted in an informal manner by an employee of the City designated by the City Manager to conduct such a hearing. At the hearing, evidence may be presented and shall be considered bearing on whether the correct amount has been charged for the service which has been rendered. At the conclusion of the hearing, the person conducting the hearing shall make a decision based upon the evidence and shall have the authority to adjust the amount due in a fair and equitable manner.

Section Seven  When Utility Service May Be Discontinued
(a) If a hearing is not timely requested within fifteen (15) days, or if a hearing has been requested and the customer fails to appear for it or have it continued, and the amount stated to be due is not paid in full within sixty (60) days of the date of mailing of the billing, statement or invoice, the City shall have the right to discontinue the service or services for which billing was rendered provided that any other applicable procedures required for discontinuance of service required by this Administrative Policy are followed.
(b) If a hearing shall have been requested and conducted and the person in charge of conducting the hearing shall have determined the amount to be due thereafter, and the amount determined to be due is not paid in full within fifteen (15) days of such decision, the City shall have the right to discontinue the service or services for which billing was rendered provided that any procedures required for discontinuance of service required by the Administrative Policy are followed.

Section Eight  Discontinuation of Service—Nonpayment
(a) No service of water, sewer, or garbage collection shall be discontinued for nonpayment of any amount due unless the provisions of this section shall have been complied with.
(b) Pursuant to California Public Utilities Code, Section 10010.1 and Health and Safety Code, Section 116908, prior to termination of any such service for nonpayment, the City Manager and/or his/her designee shall cause notice of the delinquency and impending termination (Notice of
Administrative Policy – Utility Billings

September 22, 2004

Page 3

Termination) to be given at least seven (7) business days prior to the proposed termination by means of a notice mailed, postage prepaid, to the customer to whom the service is billed, not earlier than 30-60 days from the date of mailing the City’s bill for service. The 15-day period shall not commence until the 10th day of the month in which the bill is due.

(c) The City Manager and/or his/her designee shall make a reasonable, good-faith effort to contact an adult person managing, in charge of, or residing at the premises of the customer by telephone at least 48 hours prior to any termination of service. The City Manager and/or his/her designee shall maintain records documenting any such telephone contacts or attempts thereof. If a successful contact is made, the person contacted shall be given the information set forth in paragraphs (1), (2), (3), (6) and (7) of subsection (d). If telephone contact is unsuccessful, City Manager and/or his/her designee shall give, by mail, in person, or by posting in a conspicuous location at the premises, a Notice of Termination of service, at least 48 hours prior to termination. If contact by phone and written notice fails, Notice of Termination must be left at the property by person.

(d) The Notice of Termination of service shall contain the following in a clear and legible format:

(1) The name and address of the customer whose account is delinquent.
(2) The amount of the delinquency.
(3) The payment deadline to avoid termination of service.
(4) The process to apply for a payment extension.
(5) The process to petition for bill review and appeal.
(6) The process to request a deferred, reduced, or alternative payment schedule.
(7) The date by which payment or arrangements for payment is required in order to avoid termination.
(8) The procedure by which the customer may request an investigation or initiate a complaint concerning service or charges, except that if the bill for service contains a description of that procedure, the notice of delinquency and impending termination is not required to contain that information.
(9) The procedure for the customer to obtain information on the availability of financial assistance, including private, local, state, or federal sources, if applicable.
(10) The telephone number of a representative of the City who can provide additional information or institute arrangements for payment.

(e) The City shall not terminate water, sewer, or garbage collection service shall be terminated for nonpayment in any of the following situations:
(1) An appeal to a water bill under Section 6 is pending.
(2) The following apply:
   (A) A primary care provider certifies that termination poses a serious threat to the health and safety of a resident.
   (B) The customer is financially unable to pay as demonstrated by a household member’s receipt of government assistance; and,

Commented [2]: The policy above suggests that a 48-hour notice will be posted on the site via door hanger. That is sufficient to meet the notice posted on the property requirement here.

This should also be moved to a new subdivision (e) if it is retained.

Commented [3]: The policy above suggests that a 48-hour notice will be posted on the site via door hanger. That is sufficient to meet the notice posted on the property requirement here.

This should also be moved to a new subdivision (e) if it is retained.
Administrative Policy – Utility Billings

(C) (4) The customer is willing to enter into a deferred, reduced, or alternative payment schedule.

(1) During the pendency of an investigation by the City of a customer dispute or complaint.
(2) When a customer has been granted an extension of the period for payment of a bill.
(3) On the certification of a licensed physician and a surgeon that to do so will be life-threatening to the customer and the customer is financially unable to pay for service within the normal payment period and is willing to enter into an amortization agreement with the City pursuant to subsection (b) with respect to all charges that the customer is unable to pay prior to delinquency.

(f) The City Manager or designee shall review all requests for extension of a bill. Any customer who has, within 60 days after mailing of the notice required by subsection (d) from which the bill was issued, made a request for extension of the payment period of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment, shall be given an opportunity for review of the request by the City Manager and/or his/her designee made within 60 days from when the bill was issued. The review shall include consideration of whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve (12) months. No termination of service shall be effected for any customer complying with an amortization agreement if the customer also keeps the account current as charges accrue in each subsequent billing period.

(g) Any customer who has initiated a complaint or has requested an investigation which has resulted in a determination by the City Manager and/or his/her designee adverse to the customer may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within fifteen (15) days after the date of written notice of the determination has been rendered by the City Manager and/or his/her designee. Any subsequent appeal of the dispute or complaint to the City Manager or City Council is not subject to this section.

(h) Any customer meeting the requirements of subsection (e)(23)(A)-(C) shall, upon request, be permitted to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal period for payment. Alternatively, City Manager or designee has discretion to offer a different deferred, reduced, or alternative payment schedule as described in Health and Safety Code section 116910.

(i) Service shall not be terminated if a customer is complying with an amortization agreement, except as provided in this subdivision. If a customer fails to comply with an amortization agreement for at least 60 days or fails to pay current residential charges for at least 60 days while on an amortization agreement, the City shall not terminate service without giving notice to the customer at least 48 hours before termination of the conditions the customer is required to meet to avoid termination. This notice does not entitle the customer to further investigation by the City.

For households who have a member who receives government assistance or who declares an annual income of less than 200 percent of the federal poverty level reconnection, fees may not exceed $50 during operating hours and $150 for non-operating hours.

Section Nine Deposits—When Required

(a) The City Manager and/or his/her designee shall require any customer to request water at a location that they do not own, to pay to the City a deposit as a condition of receiving services. Upon request for service, account holder will be required to provide the City a lease agreement or
authorization from a landlord for the tenant to obtain services. Payment of a deposit is required upon the establishment of the account. When the customer is presently receiving such service, the customer shall be given a notice that such deposit is required with his or her bill for service. Failure to pay such deposit within the time required shall be treated in the same manner as other nonpayment of amounts due for purposes of this chapter.

(b) The City Manager and/or his/her or designee shall require all customers who are receiving or have applied or requested receipt of garbage collection service and are not receiving or will not receive water or sewer service from the City, to pay to the City a deposit in an amount set from time to time by resolution of the City Council at the time of establishment of the account. Payment of such deposit by persons not receiving garbage service shall be a condition precedent to receipt of such service. Payment of a deposit is required upon the establishment of the account. The customer shall be given a notice that such deposit is required with his or her next bill for service. Failure to pay such deposit within the time required shall be treated in the same manner as other nonpayment of amounts due for purposes of this chapter.

c) The City Manager and/or his/her or designee may determine the amounts to be deposited pursuant to subsections (a) and (b) of this section and shall generally require that the deposit shall be in an amount set from time to time by resolution of the City Council.

d) Deposit amounts will be charged on a scale with three categories based on a credit check run by the Finance Department; Good being a score over 740, Fair being a score between 670 and 739, and Poor being below 670.

e) In case of voluntary service discontinuance or nonpayment of all or part of a bill, said deposits may be applied toward payment of the charges, penalties, and costs of collection, but only insofar as necessary to liquidate the cumulative amount thereof. The amount of any unapplied deposit, shall be remitted to the account holder at the last known address as noted in the City’s utility billing system.

Section Ten Property Owner—Responsibility for Payment for Accounts for Certain Commercial and Residential Dwelling Units

Where a water, sewer and garbage collection service for multiple units (residential and or commercial) is provided through a “Master Meter,” the account shall be established in the name of property owner thereof. Where such “Master Meter” service has been in the name of the tenant or tenants of such unit, and such service has been discontinued one or more times within a twelve-month period for failure by any such tenant or tenants to pay the amounts due for service for such dwelling unit, the City Manager and/or his/her designee shall require that service to be established in the name of the property owner thereof.

Section Eleven Property Owner—Responsibility for Payment for Accounts Solely for Garbage Collection Service

(a) Whenever a request or application has been made for receipt of garbage collection service to premises occupied by a tenant or lessee which is not receiving or will not receive water or sewer service from the City, the City Manager and/or his/her designee shall require service to be established in the name of the property owner thereof and the property owner shall be required to pay the City any amount due for said garbage collection service.
Section Twelve Termination of Service for Other Than Nonpayment—Not Prohibited

Nothing in this Administrative Policy shall preclude the City from discontinuance or termination of water service or wastewater service in the following cases:

(a) Termination of wastewater service to any premises if a violation of any provision of Lakeport Municipal Code Chapters 13.20 through 13.22 is found to exist, or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance.

(b) Discontinuance of water service for nonpayment of a bill for water service rendered to the customer at a previous different location.

(c) Discontinuance of water service for violation of City rules and regulations pertaining thereto.

(d) Discontinuance of water service where part of the consumer's service appliances or apparatus is unsafe, or if the utilization of water by means thereof is prohibited or forbidden under the authority of any law or municipal ordinance or regulation.

(e) Shutting off of water service from any consumer in case of fire or an alarm of fire.

(f) Discontinuance of delivery of water to premises having an auxiliary water supply where the City water supply is in danger of being contaminated, where the required protective device has not been installed, is defective, or has been removed or bypassed, and the consumer cannot immediately be located, pursuant to Lakeport Municipal Code Chapter 13.08.

Section Thirteen Delinquent Bills—Lien and Tax Roll Procedures

(a) The City Manager and/or his/her designee may cause charges for water service, and sewer service, which are delinquent for not less than sixty days to be collected on the County tax roll in the same manner, by the same persons, and at the same time as, together with and not separate from, the County property taxes.

(b) The City Manager and/or his/her designee shall cause a written report to be prepared each year and filed with the City Clerk, which shall contain a description of each parcel of real property receiving such service as to which such delinquency exists and the amount of the charge due for each parcel. The real property may be described by reference to maps prepared in accordance with Section 327 of the Revenue and Taxation Code, and on file in the office of the County Assessor.

(c) The City Clerk shall cause notice of filing of said report and of a time and place of public hearing thereon to be published pursuant to Section 6066 of the Government Code prior to the date set for hearing in a newspaper of general circulation printed and published within the City. Such notice shall be published once a week for two successive weeks, with the first publication at least 14 days prior to the public hearing. The first time such charges are collected on the tax roll following adoption of this section, the City Clerk shall cause a notice in writing of the filing of said report proposing to have such charges collected on the tax roll and of the time and place of hearing thereon, to be mailed to each person to whom any parcel or parcels of real property described in said report is assessed. If the City Council adopts the report, then the requirements for notice in writing to the persons to whom parcels of real property are assessed shall not apply to hearings on reports prepared in subsequent fiscal years, but notice of publication as herein provided shall be adequate.
(d) At the time stated in the notice, the City Council shall hear and consider all objections or protests, if any, to said report referred to in said notice. The City Council may continue the hearing from time to time.

(e) Upon the conclusion of the hearing the City Council may adopt, revise, change, reduce, or modify any charge as described in said report by a two-thirds vote. The determination of the City Council shall be final. The resolution shall make a determination upon each charge described in the report, and shall state that the delinquent charges shall be collected on the tax roll in the same manner as general taxes.

(f) On or before August 10 of each year following the final determination upon each charge, the City Clerk shall file with the County Auditor and/or his/her designee a copy of the report prepared pursuant to this section with a statement endorsed of the report over his/her signature that the report has been finally adopted by the City Council. The County Auditor and/or his/her designee shall cause to be entered the amounts of the charges against the respective lots or parcels of land as they appear on the County's current assessment roll.

(g) Except as provided in subsection (h), the amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed in accordance with the County's policies and procedures.

(h) All laws applicable to the levy, collection, and enforcement of general taxes of the City, including, but not limited to those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, are applicable to such charges, except that if any real property to which such charges relate has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by subsection (g) shall not attach to such real property, and the charges relating to such property shall be transferred to the unsecured roll for collection.

(i) The City shall not seek to recover delinquent charges or associated penalties for a tenant’s residential use against the property owner, including through placement of such charges on the County tax roll to be collected in the same manner, by the same persons, and at the same time as, together with and not separate from, the County property taxes.

Section Fourteen Master Residential Matters—Notice of Termination of Service for Nonpayment

In all cases where water, sewer or garbage collection service is supplied to several tenants from one connection or tap, the city contracts only with the owner of the property or his authorized agents, and on owner’s failure to comply with these regulations or to pay the monthly charges, the services will be disconnected until regulations are complied with or the charges paid.

(a) For master-metered residential service, the City will make a good faith effort to inform the occupants, by means of written notice at least fifteen (15) days prior to termination, stating that the account is past due, and the service will be terminated on the date specified in the notice. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the City who can assist the occupants in continuing service; and the address or telephone number of a qualified legal services project that has been recommended by the local county bar association.

(b) If it is not reasonable or practicable to post the notice on the door of each unit in a master-metered residential property, the City will post two (2) copies of the notice in each accessible
common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account; provided, however, that the occupants agree to the City’s terms and conditions of service and other requirements.

(a) Where water, sewer or garbage collection service is provided to residential users through a master meter, the City Manager and/or his/her designee shall make every good faith effort to inform the actual users of the water services when the account is in arrears that service will be terminated in fifteen (15) days. The City shall not be obligated to make service available unless and until each and every actual user of the water system then residing on the premises shall agree to the terms and conditions of service and shall comply with the provisions of Public Utilities Code Section 1009 provided, however, if (1) one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the City Manager and/or his/her-designee, or if (2) there is a physical means legally available of selectively terminating service to those actual users who have not met the requirements of Public Utilities Code Section 1009, the City shall make service available to the actual users who have met those requirements.

(b) If individually metered residential service is supplied to residential occupants of a detached single-family dwelling, a multifamily residential structure, mobile home park, or permanent residential structure in a labor camp, and the owner, manager, or operator of such is the customer of record, the City shall make every good faith effort to inform the residential occupants, by means of written notice at least fifteen (15) days prior to the termination, when the account is past due, that service will be terminated. The written notice shall also inform the residential occupants that they have the right to become customers to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account. Residential O Occupants must be willing to agree to the City’s terms and conditions of service and other requirements.

Section Fifteen Termination of Services on Weekends, Legal Holidays, or Time When City Hall Offices Are Not Open

Water, sewer or garbage collection service shall not be terminated because of delinquency in payment for such service on any Saturday, Sunday, legal holiday, or any time during which the City's business offices are not open to the public.

Section Sixteen Notify Health and Fire District

Upon discontinuance of service, the City Manager and/or his/her designee may notify the County Health Officer and the Fire District of the service disconnection.

Section Seventeen Conditions for Restoring Service

Water, sewer or garbage collection service will not be restored to the disconnected property until all delinquent water charges, late fees, interest charges, penalties for disconnection and required security deposits have been paid except as otherwise provided in this policy.

Section Eighteen Disconnection by Customer

A request for disconnection of customer service shall be only honored by the City from the customer in whose name the service was established.
Section Nineteen  Temporary Disconnection

If a customer requests that water service be temporarily disconnected, the City shall terminate water service by turning off the service at the meter. The customer shall pay disconnection and reconnection fees in the amounts set from time to time by resolution of the City Council.

Section Twenty  Water Leaks

In general the City does not adjust utility accounts for water leaks or other requests for account adjustments by residential or commercial customers. As an accommodation to customers who are experiencing a financial hardship and in cases where the customer’s utility bill is higher than the historical average over the previous year, using a three month average, due to a leak or other event out of the control of the customer, the City may make an exception to the policy, when the adjustment exceeds $100.

In order for a request for adjustment to be considered the customer must complete the “Request for Reduction in Water/Sewer/Garbage Charges” within 30 days of the bill for which an adjustment is requested and provide evidence of the completion of repairs. For example: Attach a copy of the repair invoice or receipt. If the request is due to suspected stolen water, a police report must be filed, and attached to the request.

The city will provide customers with door hanger notification for extreme usage increases in an effort to notify the customer of a potential leak. Account adjustments will only be considered for high water usage occurring 30 calendar days after the notification of a potential leak.

All requests must be approved by the City Manager or when appointed by the City Manager, the Director of Finance.

Water and Sewer Services:

Residential:
The City will allow customer account adjustments under qualifying circumstances. The adjustment will be calculated based on the average usage during the same quarter of the year immediately prior to the requested period of adjustment. No sewer adjustments will be made.

Commercial:
In the event of an above ground water leak sewer account adjustments will be considered for reduction where the customer's utility bill is higher than the historical average over the previous year, using a three month average, due to a leak or other event out of the control of the customer.
In order to better serve customers of the City’s water and sewer services (“services”) and franchise garbage service, the following procedures are to be followed:

Section One Billing Period
City staff shall read meters during the last week of each month, as close to the last day of the month as possible. Bills will be generated based on fixed costs and usage and mailed on the 12th of the following month or as close to this date as possible (“statement billing date”).

Section Two Bills Declared Late
All payments are to be received no later than the 9th day after the statement billing date. If not paid by that time, a late fee will be assessed in the amount set from time to time by resolution of the City Council. A late notice will be mailed to each customer declared late advising of an assessment of a late fee. Customers will be provided 49 calendar days’ notice after the date on the notice prior to shut off of service.

Section Three Final Notice of Termination of Service
If bill is not paid in full, or if alternative payment arrangements have not been made, by the 58th day from which the bill was issued, a final attempt will be made to contact customer by telephone, personal contact, or door hanger advising that service will be shut off 48 hours from the 58th day or closest business day thereafter.

Section Four Required Notice in Each Invoice, Statement or Billing
With each invoice, statement, or billing for water, sewer, or garbage service, or any combination thereof, there shall be attached, enclosed, or included a notice reading substantially as follows:

NOTICE TO CUSTOMER: If you believe that you have been overcharged for water, sewer service, or garbage collection service rendered, or that you have been charged for service not rendered, please telephone 707-263-5615, Extension 305, and you will be given an explanation of how the amount you were charged was computed, the discontinuation policy will be provided and options to avert termination will be discussed. If you are not satisfied with this explanation and still wish to dispute the matter you have the right to have the matter heard by an employee of the City of Lakeport who has the power to resolve the dispute. To arrange for an informal hearing, please telephone 707-263-5615 no later than fifteen (15) days after the billing date shown on your statement or submit your request in writing to Finance Department, 225 Park Street, Lakeport, CA 95453, postmarked or received not later than fifteen (15)
days after the billing date. Failure to request a hearing before the deadline will result in the loss of a right to a hearing on this matter. Failure to pay the amount of your bill not later than (a) 15 days from the date of the hearing; or (b) 20 days from the date of your statement, whichever occurs later, may result in the discontinuation of your water, sewer, and/or garbage service.

Section Five  Hearing—Request

If a customer who receives an invoice, statement, or billing for water, sewer service, or garbage collection service wishes to dispute the amount due as an overcharge for service rendered or a charge for service not rendered, the customer shall have the right to request an informal hearing of the dispute by either of the following:

(a) Telephoning the number designated for such purposes in the notice transmitted with the billing, statement or invoice not later than fifteen (15) days from the date of mailing thereof; or

(b) Making a written request for such hearing received by the City or postmarked not later than fifteen (15) days from the date of mailing.

Section Six  Hearing—Procedure

Upon receipt of a request for hearing, a hearing shall be scheduled not later than ten (10) days from the date of the request. The hearing shall be conducted in an informal manner by an employee of the City designated by the City Manager to conduct such a hearing. At the hearing, evidence may be presented and shall be considered bearing on whether the correct amount has been charged for the service which has been rendered. At the conclusion of the hearing, the person conducting the hearing shall make a decision based upon the evidence and shall have the authority to adjust the amount due in a fair and equitable manner.

Section Seven  When Utility Service May Be Discontinued

(a) If a hearing is not requested within fifteen (15) days, or if a hearing has been requested and the customer fails to appear for it or have it continued, and the amount stated to be due is not paid in full within sixty (60) days of the date of mailing of the billing, statement or invoice, the City shall have the right to discontinue the service or services for which billing was rendered provided that any other applicable procedures for discontinuance of service required by this Administrative Policy are followed.

(b) If a hearing shall have been requested and conduct and the person in charge of conducting the hearing shall have determined the amount to be due thereafter, and the amount determined to be due is not paid in full within fifteen (15) days of such decision, the City shall have the right to discontinue the service or services for which billing was rendered provided that any procedures required for discontinuance of service required by the Administrative Policy are followed.

Section Eight  Discontinuation of Service—Nonpayment

(a) No service of water, sewer, or garbage collection shall be discontinued for nonpayment of any amount due unless the provisions of this section shall have been complied with.

(b) Pursuant to California Public Utilities Code, Section 10010.1 and Health and Safety Code, Section 116908, prior to termination of any such service for nonpayment, the City Manager or designee shall cause notice of the delinquency and impending termination (Notice of Termination) to be given at least seven (7) days prior to the proposed termination by means of a notice mailed, postage
prepaid, to the customer to whom the service is billed, not earlier than 60 days from the date of mailing the City’s bill for service.

(c) The City Manager or designee shall make a reasonable, good-faith effort to contact an adult person managing, in charge of, or residing at the premises of the customer by telephone at least 48 hours prior to any termination of service. The City Manager or designee shall maintain records documenting any such telephone contacts or attempts thereof. If a successful contact is made, the person contacted shall be given the information set forth in paragraphs (1), (2), (3), (6) and (7) of subsection (d). If telephone contact is unsuccessful, City Manager or designee shall give, by mail, in person, or by posting in a conspicuous location at the premises, a Notice of Termination of service, at least 48 hours prior to termination. If contact by phone and written notice fails, Notice of Termination must be left at the property by person.

(d) The Notice of Termination of service shall contain the following in a clear and legible format:

1. The name and address of the customer whose account is delinquent.
2. The amount of the delinquency.
3. The payment deadline to avoid termination of service.
4. The process to apply for a payment extension.
5. The process to petition for bill review and appeal.
6. The process to request a deferred, reduced, or alternative payment schedule.
7. The telephone number of a representative of the City who can provide additional information or institute arrangements for payment.

(e) The City shall not terminate water, sewer, or garbage collection service for nonpayment in either of the following situations:

1. An appeal under Section 6 is pending.
2. The following apply:
   (A) A primary care provider certifies that termination poses a serious threat to the health and safety of a resident;
   (B) The customer is financially unable to pay as demonstrated by a household member’s receipt of government assistance; and
   (C) The customer is willing to enter into a deferred, reduced, or alternative payment schedule.

(f) The City Manager or designee shall review all requests for extension of a bill asserted to be beyond the means of the customer to pay in full during the normal period for payment, made within 60 days from when the bill was issued. The City Manager or designee shall consider whether the customer shall be permitted to amortize the unpaid balance of the account over a reasonable period of time, not to exceed twelve (12) months.

(g) Any customer who has initiated a complaint or has requested an investigation which has resulted in a determination by the City Manager or designee adverse to the customer may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within fifteen (15) days after the date of written notice of the determination has been rendered by the City Manager or designee.

(h) Any customer meeting the requirements of subsection (e)(2)(A)-(C) shall, upon request, be permitted to amortize, over a period not to exceed twelve (12) months, the unpaid balance of any bill asserted to be beyond the means of the customer to pay within the normal period for payment. Alternatively, City Manager or designee has discretion to offer a different deferred, reduced, or alternative payment schedule as described in Health and Safety Code section 116910.
(i) Service shall not be terminated if a customer is complying with an amortization agreement, except as provided in this subdivision. If a customer fails to comply with an amortization agreement for at least 60 days or fails to pay current residential charges for at least 60 days while on an amortization agreement, the City shall terminate service after giving notice to the customer at least five days before termination. This notice does not entitle the customer to further investigation by the City.

(j) For households with a member who receives government assistance or who declares an annual income of less than 200 percent of the federal poverty level reconnection, fees may not exceed $50 during operating hours and $150 for non-operating hours.

Section Nine    Deposits—When Required

(a) The City Manager or designee shall require any customer to request water at a location that they do not own, to pay to the City a deposit as a condition of receiving services. Upon request for service, account holder will be required to provide the City a lease agreement or authorization from a landlord for the tenant to obtain services. Payment of a deposit is required upon the establishment of the account. Failure to pay such deposit within the time required shall be treated in the same manner as other nonpayment of amounts due for purposes of this chapter.

(b) The City Manager or designee shall require all customers who are receiving or have applied or requested receipt of garbage collection service and are not receiving or will not receive water or sewer service from the City, to pay to the City a deposit in an amount set from time to time by resolution of the City Council, at the time of establishment of the account. Payment of a deposit is required upon the establishment of the account. Failure to pay such deposit within the time required shall be treated in the same manner as other nonpayment of amounts due for purposes of this chapter.

(c) The City Manager or designee may determine the amounts to be deposited pursuant to subsections (a) and (b) of this section and shall generally require that the deposit shall be in an amount set from time to time by resolution of the City Council.

(d) Deposit amounts will be charged on a scale with three categories based on a credit check run by the Finance Department; Good being a score over 740, Fair being a score between 670 and 739, and Poor being below 670.

(e) In case of voluntary service discontinuance, said deposits may be applied toward payment of the charges, penalties, and costs of collection, but only insofar as necessary to liquidate the cumulative amount thereof. The amount of any unapplied deposit, shall be remitted to the account holder at the last known address as noted in the City’s utility billing system.

Section Ten    Property Owner—Responsibility for Payment for Accounts for Certain Commercial and Residential Dwelling Units

Where a water, sewer and garbage collection service for multiple units (residential and or commercial) is provided through a “Master Meter,” the account shall be established in the name of property owner thereof. Where such “Master Meter” service has been in the name of the tenant or tenants of such unit, and such service has been discontinued one or more times within a twelve-month period for failure by any such tenant or tenants to pay the amounts due for service for such dwelling unit, the City Manager or designee shall require that service to be established in the name of the property owner thereof.
Section Eleven  Property Owner—Responsibility for Payment for Accounts Solely for Garbage Collection Service

(a) Whenever a request or application has been made for receipt of garbage collection service to premises occupied by a tenant or lessee which is not receiving or will not receive water or sewer service from the City, the City Manager or designee shall require service to be established in the name of the property owner thereof and the property owner shall be required to pay the City any amount due for said garbage collection service.

Section Twelve  Termination of Service for Other Than Nonpayment—Not Prohibited

Nothing in this Administrative Policy shall preclude the City from discontinuance or termination of water service or wastewater service in the following cases:

(a) Termination of wastewater service to any premises if a violation of any provision of Lakeport Municipal Code Chapters 13.20 through 13.22 is found to exist, or if a discharge of wastewater causes or threatens to cause a condition of contamination, pollution, or nuisance.

(b) Discontinuance of water service for nonpayment of a bill for water service rendered to the customer at a different location.

(c) Discontinuance of water service for violation of City rules and regulations pertaining thereto.

(d) Discontinuance of water service where part of the consumer’s service appliances or apparatus is unsafe, or if the utilization of water by means thereof is prohibited or forbidden under the authority of any law or municipal ordinance or regulation.

(e) Shutting off of water service from any consumer in case of fire or an alarm of fire.

(f) Discontinuance of delivery of water to premises having an auxiliary water supply where the City water supply is in danger of being contaminated, where the required protective device has not been installed, is defective, or has been removed or bypassed, and the consumer cannot immediately be located, pursuant to Lakeport Municipal Code Chapter 13.08.

Section Thirteen  Delinquent Bills—Lien and Tax Roll Procedures

(a) The City Manager or designee may cause charges for water service, and sewer service, which are delinquent for not less than sixty days to be collected on the County tax roll in the same manner, by the same persons, and at the same time as, together with and not separate from, the County property taxes.

(b) The City Manager or designee shall cause a written report to be prepared each year and filed with the City Clerk, which shall contain a description of each parcel of real property receiving such service as to which such delinquency exists and the amount of the charge due for each parcel. The real property may be described by reference to maps prepared in accordance with Section 327 of the Revenue and Taxation Code, and on file in the office of the County Assessor.

(c) The City Clerk shall cause notice of filing of said report and of a time and place of public hearing thereon to be published pursuant to Section 6066 of the Government Code prior to the date set for hearing in a newspaper of general circulation printed and published within the City. Such notice shall be published once a week for two successive weeks, with the first publication at least 14 days prior to the public hearing. The first time such charges are collected on the tax roll following adoption of this section, the City Clerk shall cause a notice in writing of the filing of said report proposing to have such charges collected on the tax roll and of the time and place of hearing thereon, to be mailed
to each person to whom any parcel or parcels of real property described in said report is assessed in the last equalized assessment roll available on the date said report is prepared, at the address shown on said assessment roll. If the City Council adopts the report, then the requirements for notice in writing to the persons to whom parcels of real property are assessed shall not apply to hearings on reports prepared in subsequent fiscal years, but notice of publication as herein provided shall be adequate.

(d) At the time stated in the notice, the City Council shall hear and consider all objections or protests, if any, to said report referred to in said notice. The City Council may continue the hearing from time to time.

(e) Upon the conclusion of the hearing the City Council may adopt, revise, change, reduce, or modify any charge as described in said report by a two-thirds vote. The determination of the City Council shall be final. The resolution shall make a determination upon each charge described in the report, and shall state that the delinquent charges shall be collected on the tax roll in the same manner as general taxes.

(f) On or before August 10 of each year following the final determination upon each charge, the City Clerk shall file with the County Auditor or designee a copy of the report prepared pursuant to this section with a statement endorsed of the report over his/her signature that the report has been finally adopted by the City Council. The County Auditor or designee shall cause to be entered the amounts of the charges against the respective lots or parcels of land as they appear on the County's current assessment roll.

(g) Except as provided in subsection (h), the amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed in accordance with the County's policies and procedures.

(h) All laws applicable to the levy, collection, and enforcement of general taxes of the City, including, but not limited to those pertaining to the matters of delinquency, correction, cancellation, refund and redemption, are applicable to such charges, except that if any real property to which such charges relate has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of such taxes would become delinquent, then the lien which would otherwise be imposed by subsection (g) shall not attach to such real property, and the charges relating to such property shall be transferred to the unsecured roll for collection.

(i) The City shall not seek to recover delinquent charges or associated penalties for a tenant's residential use against the property owner, including through placement of such charges on the County tax roll.

Section Fourteen Tenants—Notice of Termination of Service for Nonpayment

In all cases where water, sewer or garbage collection service is supplied to several tenants from one connection or tap, the city contracts only with the owner of the property or his authorized agents, and on owner’s failure to comply with these regulations or to pay the monthly charges, the services will be disconnected until regulations are complied with or the charges paid.

(a) For master-metered residential service, the City will make a good faith effort to inform the occupants, by means of written notice at least fifteen (15) days prior to termination, stating that the account is past due, and the service will be terminated on the date specified in the notice. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number
of a representative of the City who can assist the occupants in continuing service; and the address or telephone number of a qualified legal services project that has been recommended by the local county bar association.

(b) If it is not reasonable or practicable to post the notice on the door of each unit in a master-metered residential property, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account; provided, however, that the occupants agree to the City’s terms and conditions of service and other requirements. However, if (1) one or more actual users are willing and able to assume responsibility for the entire account to the satisfaction of the City Manager or designee, or if (2) there is a physical means legally available of selectively terminating service to those actual users who have not met the requirements of Public Utilities Code section 10009, the City shall make service available to the actual users who have met those requirements.

(c) If individually metered residential service is supplied to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobile home park, or permanent residential structure in a labor camp, and the owner, manager, or operator of such is the customer of record, the City shall make every good faith effort to inform the residential occupants, by means of written notice at least fifteen (15) days prior to the termination, when the account is past due, that service will be terminated. The written notice shall also inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account. Residential occupants must be willing to agree to the City’s terms and conditions of service and other requirements.

Section Fifteen Termination of Services on Weekends, Legal Holidays, or Time When City Hall Offices Are Not Open

Water, sewer or garbage collection service shall not be terminated because of delinquency in payment for such service on any Saturday, Sunday, legal holiday, or any time during which the City’s business offices are not open to the public.

Section Sixteen Notify Health and Fire District

Upon discontinuance of service, the City Manager or designee may notify the County Health Officer and the Fire District of the service disconnection.

Section Seventeen Conditions for Restoring Service

Water, sewer or garbage collection service will not be restored to the disconnected property until all delinquent water charges, late fees, interest charges, penalties for disconnection and required security deposits have been paid except as otherwise provided in this policy.

Section Eighteen Disconnection by Customer

A request for disconnection of customer service shall be only honored by the City from the customer in whose name the service was established.
Section Nineteen  Temporary Disconnection
If a customer requests that water service be temporarily disconnected, the City shall terminate water service by turning off the service at the meter. The customer shall pay disconnection and reconnection fees in the amounts set from time to time by resolution of the City Council.

Section Twenty   Water Leaks
In general the City does not adjust utility accounts for water leaks or other requests for account adjustments by residential or commercial customers. As an accommodation to customers in cases where the customer’s utility bill is higher than the historical average over the previous year, using a three-month average, due to a leak or other event out of the control of the customer, the City may make an exception to the policy, when the adjustment exceeds $100.

In order for a request for adjustment to be considered the customer must complete the “Request for Reduction in Water/Sewer/Garbage Charges” within 30 days of the bill for which an adjustment is requested and provide evidence of the completion of repairs. For example: Attach a copy of the repair invoice or receipt. If the request is due to suspected stolen water, a police report must be filed, and attached to the request.

The city will provide customers with door hanger notification for extreme usage increases in usage in an effort to notify the customer of a potential leak. Account adjustments will only be considered for high water usage occurring 30 calendar days after the notification of a potential leak.

All requests must be approved by the City Manager or when appointed by the City Manager, the Director of Finance.

Water and Sewer Services:

Residential:
The City will allow customer account adjustments under qualifying circumstances. The adjustment will be calculated based on the average usage during the same quarter of the year immediately prior to the requested period of adjustment. No sewer adjustments will be made.

Commercial:
In the event of an above ground water leak sewer account adjustments will be considered for reduction where the customer’s utility bill is higher than the historical average over the previous year, using a three month average, due to a leak.
RESOLUTION NO. 2741 (2020)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT
ESTABLISHING POLICY AND PROCEDURE
FOR UTILITIES BILLS

WHEREAS, the Public Utilities and Government Codes provide rules and
procedures that must be met by municipal utilities prior to discontinuance of water
service; and

WHEREAS, the City needs a uniform policy and procedure to adjust utility bills
which are questioned by its customers; and

WHEREAS, the City strives to provide utility services which are fair and responsive
to customer needs and concerns.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby approves the revised Utility Billing Administrative Policy
attached hereto as Exhibit A.

2. This resolution shall be effective on February 1, 2020.

THIS RESOLUTION was passed and adopted by the City Council of the City of Lakeport at
a regular meeting held on the 7th day of January 2020, by the following vote:

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

FINAL PASSAGE AND ADOPTION by the City Council of Lakeport occurred at a meeting
thereof held on the 21st day of January 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

___________________________
GEORGE SPURR, MAYOR

_____________________________
KELLY BUENDIA, City Clerk
City of Lakeport
RESOLUTION NO. 2742 (2020)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT AMENDING RESOLUTION 2464 (2012) TO ESTABLISH REVISED WATER SERVICE DEPOSIT AMOUNTS PRIOR TO COMMENCEMENT OF WATER SERVICE

WHEREAS, pursuant to Chapter 13.04 of the City of Lakeport Municipal Code, the City Council of the City of Lakeport must prescribe by resolution the manner and conditions under which application may be made for supplying of water by all persons desiring a water supply from the municipal waterworks.; and

WHEREAS, the City Council wishes to amend the service deposit amounts for establishing a new water account in light of changes to its billing policy pursuant to Senate Bill 998; and

WHEREAS, water service deposit amounts are addressed in Resolution Numbers 2464 (2012), and it is the Council’s desire to amend said resolution;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Lakeport does hereby amend the service deposit amounts as follows:

1. DEPOSITS ESTABLISHED FOR SIZE SERVICE

The following service deposits are to be posted with the City prior to commencement of water service:

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Credit Score Range</th>
<th>Service Deposit</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Good 740+</td>
<td>Fair 670-739</td>
<td>Poor &gt;670</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/4” or smaller</td>
<td>$ 75.00</td>
<td>$ 150.00</td>
<td>$ 225.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1”</td>
<td>$ 100.00</td>
<td>$ 200.00</td>
<td>$ 300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 1/2”</td>
<td>$ 120.00</td>
<td>$ 240.00</td>
<td>$ 360.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2”</td>
<td>$ 180.00</td>
<td>$ 360.00</td>
<td>$ 540.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3”</td>
<td>$ 360.00</td>
<td>$ 720.00</td>
<td>$1,080.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4”</td>
<td>$ 600.00</td>
<td>$1,200.00</td>
<td>$1,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6”</td>
<td>$1,155.00</td>
<td>$2,310.00</td>
<td>$3,465.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Deposits are intended to create credit worthiness of account holder. Deposit amount without interest shall be credited to billing at the end of twelve (12) consecutive months of service. Deposit amount without interest shall be applied against charges for closing bill if the account is closed prior to expiration of twelve (12) months.
2. EFFECTIVE DATES

The service deposit amounts set forth in this Resolution shall be effective on February 1, 2020, unless otherwise specified herein. In the event that the imposition of the service deposit amounts provided for in this Resolution is enjoined, temporarily or permanently, by a court of competent jurisdiction which order materially affects the implementation of this Resolution, then upon such determination by the City Council, the service deposit amounts provided in the City’s existing rate resolution shall remain in full force and effect from the effective date of such injunction until said injunction is dissolved or a new service deposit amount Resolution is approved by this Council.

3. REASONABLE COST

The City Council does hereby declare and find that the service deposit amounts fixed by this Resolution do not exceed twice the estimated average periodic bill or three times the estimated average monthly bill. In addition, because service deposits are returned to customers absent delinquency, they are not charges or fees under article XIII D, section 6 of the California Constitution.

4. CEQA EXEMPTION

The approval of these service deposit amounts by this Council is exempt from the requirements of the California Environmental Quality Act under the provisions of the Public Resources Code, Section 21080 (b)(8), and this Council makes this claim of exemption pursuant to said section and authorizes claim of exemption to be filed with the appropriate agencies.

5. VALIDITY

That if any section, subsection, sentence, clause, or phrase in this Resolution or the application thereof to any person or circumstance is for any reason held invalid, the validity of the remainder of the Resolution or the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or the application thereof to any person or circumstance be held invalid.

6. CONSISTENCY

All resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistency.

INTRODUCED and first read at a regular meeting of the City Council on the 7th day of January, 2020, by the following vote:

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

FINAL PASSAGE AND ADOPTION by the City Council of Lakeport occurred at a meeting thereof held on the 21st day of January 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

GEORGE SPURR, Mayor

ATTEST:

KELLY BUENDIA, City Clerk
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Lakeport / ONLINE Information Services, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Lakeport, a California municipal corporation (“City”), and ONLINE Information Services, Inc, a North Carolina, Corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant involving the supply of business and consumer information, consumer reports, credit worthiness scores, fraud detection, information pertaining to unpaid utility bills and other information that ONLINE may, from time to time, make available to Subscriber and collection services and/or accounts receivable management services with respect to said Claims.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 “Scope of Services” means such professional services as are set forth in Consultant’s June 7, 2019 proposal to City attached hereto as “Exhibit A” and fully incorporated herein by this reference.

3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s June 7, 2019 fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 “Commencement Date” means February 1, 2020.

3.4 “Termination Date” means June 30, 2021.
3.5 “City Agreement Administrator” means Margaret Silveira.

3.6 “Consultant Project Administrator” means Christoph Turner.

4. **TERM**

   The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

5. **CONSULTANT’S SERVICES**

   5.1 Time is of the essence in Consultant’s performance of services under this Agreement.

   5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ten Thousand Dollars ($10,000.00) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

   5.3 Consultant shall perform all work to the highest standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.).

   5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement.
5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.

5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Christoph Turner shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No other person shall serve as Consultant Project Administrator without City’s prior written consent.

5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant’s actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant’s firm or of any subconsultant. Change of ownership or control of Consultant’s firm may require an amendment to the Agreement.

5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing
wage determinations are available for the performance of inspection and survey work.

6. **COMPENSATION**

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. **RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control
over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its
obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant’s failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant’s failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers’ compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant’s subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS
benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant’s performance of this Agreement.

11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.3.3 Worker’s Compensation insurance if and as required by the laws of the State of California.
11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best’s Insurance Guide.

11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant’s expense.

11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City’s Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City’s Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days’ prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its
officers, employees, agents or volunteers shall be in excess of Consultant’s insurance and shall not contribute with it.

11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant’s liability or as full performance of Consultant’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.
13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant’s performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and City’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).
17. **SURVIVING COVENANTS**

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. **TERMINATION**
18.1 City may terminate this Agreement for any reason on five calendar days’ written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days’ written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS
Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City’s prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

19.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
19.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants’ and attorneys’ fees expended in the action. The venue for any litigation shall be Lake County, California and Consultant hereby consents to jurisdiction in Lake County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

19.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

19.10. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex
(including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

[insert name]

By___________________________   By:_______________________________

Christoph Turner

Date:______________________  Date:_________________________

Attest:

By_____________________________

Date:___________________________

Approved as to form:

By_____________________________

David J. Ruderman, City Attorney

Date: __________________________
SUBSCRIBER SERVICE AGREEMENT

This Subscriber Service Agreement ("Agreement") is entered into by ONLINE Information Services, Inc., hereafter referred to as "ONLINE", a North Carolina corporation, d/b/a the ONLINE Utility Exchange and City of Lakeport hereafter referred to as "Subscriber", a CA corporation as of Friday, June 21, 2019.

ONLINE and Subscriber agree as follows:

1. Services. Through the ONLINE Utility Exchange, ONLINE will furnish Services to Subscriber involving the supply of business and consumer information, consumer reports, credit worthiness scores, fraud detection, information pertaining to unpaid utility bills and other information that ONLINE may, from time to time, make available to Subscriber ("Services"). Any mention of rights or obligations to ONLINE within this Agreement shall also apply to Experian, Trans Union, Equifax, Core Logic, LexisNexis, Background Data, and Rapid Courts ("Data Providers").

2. Charges to Subscriber.
   A. Subscriber agrees to pay ONLINE for all charges for each Subscriber inquiry, including “no record found”, submitted to ONLINE as outlined in SCHEDULE A “ONLINE Charges to Subscriber.”
   B. Bureau/Jurisdiction Surcharges and Fees. Subscriber acknowledges that Data Providers may impose additional surcharges for access to files that are affiliate owned or that reside in certain States or Counties. Additionally certain jurisdictions charge court fees for accessing public record information. Examples of these charges include Equifax Affiliate owned files, California Privacy Act Surcharges, and Alaska and Colorado State surcharges, and County Court fees. In the event that a file/report is accessed which has such a surcharge or fee ONLINE will pass that Surcharge/Fee along to the Subscriber.
   C. Subscriber acknowledges that the pricing in Schedule A is based upon volume representations made by Subscriber during the negotiation of this Agreement. In the event that Subscriber fails to meet these volume expectations, ONLINE reserves the right to adjust its charges to accurately reflect the volume used by Subscriber.
   D. Subscriber agrees that ONLINE aggregates data from third party sources and from time to time the cost to ONLINE to provide the Services may increase. ONLINE reserves the right to adjust Subscriber’s pricing to reflect any such change with a 30 day notice to Subscriber prior to the change becoming effective.
   E. Subscriber agrees that on each annual contract renewal the per inquiry price will increase by 2.5% of the then current price being paid by the Subscriber. This new per inquiry price will be reflected on the first invoice after the contract renewal with no additional notice to Subscriber.
   F. Subscriber will be solely responsible for all federal, state and local taxes levied or assessed in connection with ONLINE’s performance of the Services, other than income taxes assessed with respect to ONLINE’s taxable net income, for which income taxes ONLINE will be solely responsible.

3. Invoicing/Billing.
   A. Subscriber agrees that the pricing in Schedule A is based on Subscriber setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.
   B. All billing is processed monthly between the 1st and the 5th for the previous month’s Services.
   C. ONLINE will process the automated payment and deliver to Subscriber an invoice marked “Paid In Full”.
   D. All invoices will be delivered via electronic mail to the email addresses designated by Subscriber.
   E. Subscriber agrees that, if their automated payment method is declined, ONLINE may charge a Non-Sufficient Funds fee, not to exceed $25.00.
   F. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.
   G. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with ONLINE.
   H. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Subscriber agrees to pay ONLINE’s cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Subscriber.

4. Subscriber Use.
   A. Subscriber hereby certifies and warrants that it will request and use consumer information received from ONLINE solely in connection with credit transactions involving the consumer as to whom such information is sought, or for other "permissible
purposes” as defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. (together with any successor or replacement statutory provisions, “FCRA”)

B. Subscriber certifies that Subscriber shall use the Services:
   i. Solely for Subscriber’s certified permissible uses;
   ii. Solely for Subscriber’s exclusive one-time use.

C. As many ONLINE Services contain information from the Social Security Administration’s Death Master File (“DMF”); Subscriber certifies pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of ONLINE’s information, Subscriber’s use of deceased flags or other indicia within ONLINE’s information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certifies that Subscriber will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within ONLINE’s information.

D. Subscriber acknowledges its obligations as outlined in Exhibit “F”, “Death Master File Access Requirements”.

E. Subscriber may be given access to information from state departments of motor vehicles. Subscriber hereby certifies and warrants that it will request and use the provided information only for an approved permissible purpose under the Drivers Privacy Protection Act, specifically fraud prevention and/or to affect collection of a debt.

F. If Subscriber obtains Social Security Numbers or Driver’s License Numbers (SSNs) through the Services, Subscriber certifies it will not use the SSNs for any purpose other than, fraud prevention and/or to affect collection of a debt.

G. All such information shall be maintained by Subscriber in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested, and Subscriber will not disclose, sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law; provided, however, that if Subscriber has purchased a consumer report from ONLINE in connection with a consumer's application for credit, and the consumer makes a timely request of Subscriber, Subscriber may share the contents of that report with the consumer as long as it does so without charge.

H. Subscriber certifies that it has received and reviewed a copy of the “Credit Scoring Services.” (See Exhibit “A”.)

I. Subscriber shall request consumer reports from ONLINE by electronic means. Each request will contain sufficient identifying information concerning the consumer about whom the consumer report is requested to enable ONLINE to deliver the consumer report.

J. ONLINE reserves the right to modify the standard inquiry format to be used by Subscriber and Subscriber agrees to abide by such modifications.

K. Subscriber hereby certifies that it will properly dispose of any customer information obtained from the use of the Services to include the destruction or erasure of electronic media, the burning, pulverizing, or shredding of papers containing the customer information so that the information cannot practicably be read or reconstructed.

L. Subscriber may elect to receive Credit, Criminal, DMV and other consumer Information for the purpose of evaluating a potential or current employee’s background. Information received by Subscriber may include data from Equifax, Experian, Trans Union, or other Data Providers. If Subscriber elects to receive Employment Reports Subscriber certifies the following:
   i. Subscriber shall request consumer report for employment purposes pursuant to procedures prescribed by ONLINE from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment, or retention as an employee, and for no other purpose. Subscriber shall comply with any federal and state laws which may restrict or ban the use of consumer reports for employment purposes.
   ii. A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report (to include credit and criminal) may be obtained for employment purposes.
   iii. The consumer has authorized in writing the procurement of the Employment Report by the subscriber.
   iv. To include on their application for employment a signed authorization and release section giving permission for the Subscriber to pull an Employment Report to investigate the applicant.
   v. To keep documentation on the applicant (Signed Employment Application, Copy of Employment Report) on file in their office for 5 years.
   vi. Subscriber agrees that Employment Reports will be the only consumer reporting products pulled to screen employment applicants.
   vii. Subscriber warrants it will use the consumer report for employment purposes only for a one time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
   viii. Subscriber acknowledges that before taking any adverse action based in whole or in part on the Employment Report (if an offer is not extended to applicant based on information contained within the Employment Report), a copy of the report which contains the applicant’s rights under the Fair Credit Reporting Act must be given to the applicant.
   ix. The information from ONLINE’s Employment Reports will not be used in violation of any applicable federal or state equal employment opportunity law or other regulation. Subscriber hereby acknowledges receipt of “Notice to Users of Consumer Reports: Obligations of Users Under FCRA”. (See Exhibit “B”.)

M. California and Vermont Users
   i. Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Subscriber certifies that it _____ IS or ____ IS NOT a “Retail Seller”, as defined in Section 1802.3 of the California Civil Code, doing business in California and issues credit to consumers who appear in person that it will instruct its employees and agents to inspect a photo identification of the consumer at the time the application is submitted in person. This paragraph does not apply to an application for credit submitted by mail.
ii. Subscriber acknowledges that it has received and reviewed a copy of the “Requirements for California and Vermont Users.” (See Exhibit “C”)

N. Subscriber further agrees that it will be solely responsible to ensure and require that each of its users meets and complies with applicable federal, state and local laws, rules, and regulations relating to its use of the Services and to the provision to ONLINE of Subscriber’s Records. Relevant laws include but are not limited to:

i. Establishing reasonable procedures to insure that its employees will not request Data Services relating to themselves, their families, friends, or request consumer information on other persons other than as permitted by the FCRA, ONLINE, and this Agreement.

ii. Where adverse action is taken against a consumer that is based in whole or in part on the information contained in a consumer report provided by ONLINE, consistent with the responsibilities under the Fair Credit Reporting Act, Subscriber shall notify the Consumer to direct consumer inquiries to the CRA that provided the report and contained on the adverse action notice for such report.

O. Record Retention. The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. “Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than $2,500 per violation.”

5. ONLINE Use.
   A. The ONLINE Utility Exchange acknowledges its qualification as a specialty consumer reporting agency according to the Fair Credit Reporting Act: § 603 Definitions; rules of construction [15 U.S.C. § 1681a]: “(f) The term “consumer reporting agency” means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.”

   B. As a consumer reporting agency, ONLINE may only use Subscriber’s records for purposes consistent with applicable federal, state, and local laws, rules, and regulations in the identification of credit risk and/or to recover unpaid accounts.

   C. ONLINE shall not sell or furnish to any third party a list of consumers’ names and addresses identified as a current or previous customer of Subscriber, nor will ONLINE extract directly from or otherwise identify on any third party's list a list of Subscriber’s customers identified as a customer list of Subscriber. In no event shall ONLINE distribute a list of Subscriber's current or previous customers outside of the uses defined in this Agreement.

   D. ONLINE shall use commercially reasonable efforts to promptly and accurately process and incorporate into its database any record updates or consumer dispute verifications furnished to it by Subscriber, in accordance with the requirements of the FCRA or other applicable state or federal law. In the event that ONLINE deems any record updates or verification response of Subscriber to be incomplete, internally inconsistent, or otherwise inaccurate, ONLINE, in its sole discretion, may revise the item of information to conform with information supplied by the consumer, reject the record update or verification response and delete the information from its database, or make any other revisions that it deems necessary or appropriate.

6. FCRA Requirements
   A. Although the FCRA primarily regulates the operations of consumer reporting agencies, it also affects Subscriber as a user of information. ONLINE has included a copy of the FCRA with Subscriber’s membership kit and it is posted at http://www.ftc.gov/us/statutes/fcradoc.pdf. ONLINE suggests that Subscriber and Subscriber’s employees become familiar with the following sections in particular:

      § 604. Permissible Purposes of Reports
      § 607. Compliance Procedures
      § 615. Requirement on users of consumer reports
      § 616. Civil liability for willful noncompliance
      § 617. Civil liability for negligent noncompliance
      § 619. Obtaining information under false pretenses
      § 621. Administrative Enforcement
      § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
      § 628. Disposal of Records

   B. Each of these sections is of direct consequence to users who obtain reports on consumers. See Exhibit “B” for “Notice to Users of Consumer Reports: Obligations of Users Under the FCRA”.

   C. As directed by law, consumer reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that Subscriber identifies each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact Subscriber’s usage of reports for employment purposes.

   D. ONLINE strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. ONLINE believes that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.
E. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, ONLINE expects that Subscriber will comply with all relevant federal statutes and the statutes and regulations of the states in which Subscriber operates. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

7. Gramm Leach Bliley Act Requirements
A. Subscriber hereby certifies and warrants that it will request and use the fraud prevention portion of the Service in compliance with a “permitted purpose” under the Gramm Leach Bliley Act, (GLB) specifically fraud prevention and detection.
B. Subscriber further agrees to limit its use of this portion of the Service to fraud prevention and detection.
C. Subscriber hereby certifies and warrants that it understands all obligations under the Gramm Leach Bliley Act, to include 15 U.S.C. 6802 § 502 (e)(3)(B) and 16 C.F.R. § 314.4.

8. Comprehensive Information Security Program
Subscriber hereby certifies that Subscriber shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the Subscriber’s size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the Subscriber by ONLINE; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by ONLINE, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

9. Access Security. Subscriber acknowledges that it has received and reviewed a copy of the "Access Security Requirements." (See Attachment E.)

A. Subscriber will notify ONLINE immediately as any approved User leaves or is terminated so that the User can be deactivated from the ONLINE system.

10. Conditions. Subscriber recognizes that ONLINE’s Services require open sharing of information between Subscribers.

A. Subscriber agrees to furnish to ONLINE, information from its records about its current and/or previous customers with whom it has established accounts. Such information will be furnished and updated no less frequently than at monthly intervals, unless otherwise agreed in writing. Subscriber hereby certifies that all information furnished to ONLINE shall be complete and accurate. Subscriber therefore has the option to make a list of all current customers, including the service address, telephone number, place of employment and employment telephone number (hereafter referred to as Utility Exchange Data), as well as a list of all current or previous customers who have unpaid utility bills more than 30 days old (hereafter referred to as Utility Exchange Data). Subscriber agrees that each account will be accompanied by the Social Security Number of the guarantor of the bill and, in the case of married parties or joint responsibility by more than one guarantor, the Social Security Number of each party who is responsible for payment of the bill.
B. Subscriber agrees they are a Data Furnisher as defined by the Fair Credit Reporting Act and will comply with the “Obligations of Furnishers” as attached in Exhibit “D”.
C. Subscriber agrees to notify ONLINE within 30 days of receipt of payment on any account which is part of ONLINE’s Utility Exchange Data.
D. Subscriber shall respond to any consumer disputes initiated by consumer within five (5) working days from receipt of dispute. Subscriber shall re-verify disputed information through either voice communication, electronic mail, or through other means as mutually agreed in writing. Subscriber certifies that all information supplied by it on any automated or manual basis in response to a consumer dispute verification request sent to it by ONLINE shall be complete and accurate. If in response to a consumer dispute verification request received from ONLINE, Subscriber desires to change any information relating to an account it has previously reported, Subscriber shall update the account information on both the verification response and in its own internal records to conform to such change. Subsequent customer record updates provided by Subscriber shall reflect such change.
E. In the event that Subscriber fails to contribute Utility Exchange Data to the ONLINE Utility Exchange within 180 days of the effective date of this Agreement, ONLINE shall consider the Subscriber to be a Non-Data Contributing Subscriber and shall impose a Non Data Contributor Surcharge of an additional $.25 per inquiry.

11. Term and Termination.
A. This Agreement is for a period of 12 months from the effective date and will automatically renew annually unless terminated by either party in writing at least 30 days prior to the then current expiration date.
B. Notwithstanding the foregoing, if Subscriber is delinquent in the payment of charges, violates the FCRA or other applicable law or violates a material term of this Agreement, ONLINE may, at its election, discontinue providing the Services to Subscriber and terminate this Agreement immediately by written notice to the Subscriber.
C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by ONLINE in its reasonable judgment, or due to circumstances imposed by ONLINE’s third party vendors or Data Providers, ONLINE may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to
ONLINE’s Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by ONLINE in complying with the applicable laws or regulations or circumstances imposed by third party Data Providers and will become effective on the date specified in such notice unless Subscriber objects in writing, in which case ONLINE may exercise its rights under clause (a) above. ONLINE will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

12. Warranties.
A. ONLINE Utility Exchange. Subject to Section 21 “Excusable Delays” hereof, ONLINE warrants to Subscriber that ONLINE will use commercially reasonable efforts to deliver the Services promptly. Subscriber acknowledges that the Services involve information provided to ONLINE by fallible human sources and that for the fee charged for the Services, ONLINE cannot and will not be an insurer or guarantor of the accuracy or reliability of the Services, data contained in its database, or data provided with the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY ONLINE HAS GIVEN SUBSCRIBER WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. Credit Scoring. ONLINE’s Credit Scoring Vendors warrant that these Credit Scoring Models are empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Scoring Model is applied is similar to the population sample on which the Credit Scoring Model was developed, the Credit Scoring Model score may be relied upon by Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscriber. ONLINE’s Credit Scoring Vendors further warrant that so long as they provide the Credit Scoring Model, they will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES ONLINE’S CREDIT SCORING VENDORS HAVE GIVEN SUBSCRIBER WITH RESPECT TO THEIR CREDIT SCORING MODEL, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE’S CREDIT SCORING VENDORS MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber’s rights under the foregoing Warranty are expressly conditioned upon Subscriber’s periodic revalidation of the Credit Scoring Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.). ONLINE shall not be deemed to have made (nor shall ONLINE be liable or responsible for in any respect for the application or enforcement of) any warranty set forth in this Section 9.B.

C. Criminal Reports. With respect to criminal reports available from ONLINE, neither ONLINE nor any division thereof nor any of its employees or officers or directors, makes any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, or represents that its use would not infringe on privately owned rights. Subscriber hereby acknowledges that ONLINE does not create or maintain these records or information, and that ONLINE relies on third party sources including, but not limited to, data providers, state departments, state repositories, correctional institutions, the courts and other information sources. Subscriber understands ONLINE is not responsible for the content or accuracy of such records or information and ONLINE suggests that these searches should only be used as a preliminary inquiry. The records obtained from these searches must be used in complete compliance with the Fair Credit Reporting Act, Fair Housing Laws, and any other state or federal laws governing the use of public records. Although every effort is made to assure the accuracy of the information contained in these reports the Subscriber releases, indemnifies and holds harmless ONLINE to the fullest extent allowed by law with respect to Subscriber’s receipt and/or use for any reason, of any information provided by ONLINE. Subscriber acknowledges that data entry errors or incomplete records may result in the return of incorrect results. ONLINE cannot offer legal advice on how to use the information contained in these reports and is not responsible for any action taken by Subscriber based on this information.

13. Limitation of Liability. Subscriber acknowledges that ONLINE maintains a database, updated on a periodic basis, from which Subscriber solicits information, and that ONLINE does not undertake a separate investigation for each inquiry or request for Services made by Subscriber. Subscriber also acknowledges that ONLINE provides Subscriber access to national consumer reporting agencies and various products and services available to Subscriber from these repositories through ONLINE. With regard to limitation of liability, any mention of ONLINE shall also apply to Experian, Trans Union, Equifax, LexisNexis, Core Logic, Rapid Courts, and Background Data (Data Providers). Subscriber also acknowledges that the prices ONLINE charges Subscriber for the Services are based upon ONLINE’s expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Subscriber and not ONLINE. Subscriber therefore agrees that it is responsible for determining that the Services are in accordance with ONLINE’s obligations under this Agreement. If Subscriber reasonably determines that the Services do not meet ONLINE’s obligations under this Agreement, Subscriber shall so notify ONLINE in writing within ten (10) days after receipt of the Services in question. Subscriber’s failure to so notify ONLINE shall mean that Subscriber accepts the Services as is, and ONLINE shall have no liability whatsoever for the Services. Unless ONLINE disputes Subscriber’s claim, ONLINE shall, at its option, either re-perform the Services in question or issue Subscriber a credit for the amount Subscriber paid for the nonconforming Services. This re-performance or credit constitutes Subscriber’s sole remedy and ONLINE’s maximum liability for any breach of this Agreement by ONLINE. If, notwithstanding the above, liability is imposed on ONLINE, then Subscriber agrees that ONLINE’s
total liability for any or all of Subscriber’s losses or injuries from ONLINE’s acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Subscriber to ONLINE under this Agreement during the six month period preceding the alleged breach by ONLINE of this Agreement. Subscriber covenants that it will not sue ONLINE for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL ONLINE HAVE ANY OBLIGATION OR LIABILITY TO SUBSCRIBER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE SUBSCRIBER (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE SUBSCRIBER WAS ADVISED SUCH DAMAGES MIGHT ARISE.

14. Hold Harmless. Subscriber agrees that some of the information it will have access to maybe provided by third parties to include Equifax, Experian, Trans Union, LexisNexis, Core Logic, Rapid Courts, and Background Data (Data Providers). Without limitation of its obligations of indemnification to ONLINE under this Agreement or under applicable law, Subscriber shall indemnify save and hold ONLINE’s Suppliers, their officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, claims, costs and expenses arising out of Subscriber’s use of the Services.

15. Indemnification. Subscriber shall indemnify, defend and hold ONLINE and ONLINE Utility Exchange harmless from and against any and all claims, losses, damages, costs and expenses, including reasonable attorney fees, which may be asserted against or incurred by ONLINE or ONLINE Utility Exchange, based upon the use by Subscriber of the Services or other information furnished by ONLINE for purposes not permitted by law. Subscriber shall be liable for its own acts of negligence, and Subscriber shall hold ONLINE harmless and indemnify ONLINE for any claims, damages, loss, cost, expense or liability (including reasonable attorney’s fees) incurred by ONLINE as a result of Subscriber's negligence in the furnishing of data to ONLINE. Subscriber's failure to perform any of its obligations described in this Agreement or any other breach by Subscriber of its obligations under this Agreement, or Subscriber's failure to comply with the FCRA.

16. Intellectual Property. Subscriber acknowledges that ONLINE has expended substantial time, effort and funds to create and deliver the Services and compile its consumer reporting database. The Services and the data in ONLINE’s Consumer Reporting databases are and will continue to be ONLINE’s exclusive property. Nothing contained in this Agreement shall be deemed to convey to Subscriber or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services or data in ONLINE’s Consumer Reporting database. Subscriber will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of ONLINE’s or its affiliates’ proprietary designations, whether registered or unregistered, without ONLINE’s prior written consent. Under no circumstances will Subscriber attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by ONLINE, it’s Data Providers, or its credit scoring vendors.

17. Non-Solicit Clause. During the term of this Agreement and for a period of 1 year subsequent to the termination of this Agreement, neither party shall: (i) solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.

18. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

19. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Subscriber without prior written consent; such consent shall not be unreasonably withheld.

20. Audit Rights. Subscriber understands that ONLINE and each of ONLINE’s Data Providers require the right to audit usage by Subscriber for compliance with the requirements of the Federal Fair Credit Reporting Act. Subscriber herein agrees to cooperate fully with any compliance audit by ONLINE or ONLINE’s Data Providers and to provide ONLINE any required documentation or other information necessary for such an audit in a timely and reasonable manner.

21. Excusible Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

22. Dispute Resolution. With the exception of any action taken under paragraphs 1 and 4 or any alleged violation of paragraph 12, 13 and 18 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration
conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 4 or 12, 13 and 19 may be resolved informally by the parties through the courts.

23. **Site Inspection.** Subscriber agrees to an inspection of its premises by an independent Third Party Inspection Agency. The inspection is to be completed, in a timely manner, before any Services will be set up with our company. Subscriber’s Application Fee will be applied to cover the cost of the Inspection Fee. Subscriber also agrees that this fee is non-refundable.

24. **Continuance of Business.** In the event that Subscriber’s business is sold or relocates to a different location, it is the Subscriber’s obligation to notify ONLINE, in writing, of these changes, within 72 business hours of the effective date of the transaction or the relocation.

25. **Notifications.** Subscriber and ONLINE agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590

City of Lakeport
Attn:
591 MARTIN ST
LAKEPORT, CA 95453-5224

1. **Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

2. **Contract in Entirety; Law.** This Agreement sets forth the entire understanding and agreement between ONLINE and Subscriber concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

3. **Effective Date.** This Agreement is effective beginning **June 21, 2019**.

[Signature Page to Follow.]
IN WITNESS WHEREOF, the parties’ authorized representatives have executed this Agreement on the date indicated below.

Subscriber hereby certifies to have read and understand the “FCRA Requirements” notice and “Access Security Requirements” and will take all reasonable measures to enforce them within Subscribers facility. Subscriber certifies that a permissible purpose exists to use all Services accessed from ONLINE in accordance with the Fair Credit Reporting Act and the applicable service agreement. Subscriber also certifies that information obtained from ONLINE will be used for the purpose(s) listed below and no other. Subscriber will not resell the report to any third party.

**PERMISSIBLE PURPOSE/APPROPRIATE USE**: Describe the specific purpose(s) (a clear definition) for which ONLINE Services and consumer data will be used. (An answer like “Checking Credit” is not a permissible purpose.):

_______________________________________________________________________________________________

_____________________________________________________________________________________________

_______________________________________________________________________________________________

Subscriber: **City of Lakeport**

Subscriber Phone: 7072633578 ext 305 - Mon - Thurs

Signature: __________________________________________

Print Name: ________________________________

Title: ______________________________________

Email: ______________________________________

Date: ______________________________________

Federal Tax ID: _____________________________

ONLINE Information Services, Inc.
dba/ ONLINE Utility Exchange

By: ________________________________

Date: ________________________

Address: PO Box 1489
Winterville, NC  28590
www.ONLINEUtilityExchange.com

Telephone:  (866) 630-6400

Address of Principal Business Office:

591 MARTIN ST
LAKEPORT, CA 95453-5224

Mailing Address (If Different):

591 MARTIN ST
LAKEPORT, CA 95453-5224
SCHEDULE A
ONLINE Charges to Subscriber

Please denote beside each product what level user should have access. Please note that if Administrator (Admin) level is assigned, Supervisors (Super) and Users (User) will not have access to those products. And likewise if a Supervisor level is assigned Users will not have access to those products. If you desire for all individuals at your organization to have access to a product please set the Access Level for that product to User.

<table>
<thead>
<tr>
<th>ONLINE Utility Exchange Pricing:</th>
<th>Access Level</th>
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<tbody>
<tr>
<td>ONLINE Utility Exchange Report:</td>
<td>$ 2.85 Per Report User</td>
</tr>
<tr>
<td>Monthly Access Fee</td>
<td>$Waived Per Month</td>
</tr>
<tr>
<td>Adverse Action/Score Disclosure Letter Service (Y / N)</td>
<td>$ 1.50 Per Letter Sent</td>
</tr>
</tbody>
</table>

Business Report Pricing:

| Business Intelliscore Report | $17.25 Per Report |
| Business Profile Report      | $33.25 Per Report |
| Business Profile w/ Intelliscore Report | $37.50 Per Report |

Employment Screening Reports Pricing

| Employment Credit Report | $15.00 Per Report |

Employment Criminal Report Pricing:

| National Criminal Search   | $20.00 Per Report |
| Statewide Instant Search   | $12.00 Per Report |
| County Search (Non-Instant)| $20.00 Per Report Plus Court Fees |
| Non-Instant State Search   | $17.00 Per Report |
| National Sex Offender Only Search | $10.00 Per Report |

Additional Report Pricing:

| Full Credit File with Score | $ 4.00 Per Report |
| ONLINE People Search        | $ 0.35 Per Search |
| Collection Report           | $ 4.00 Per Report |
| Social Search               | $ 1.80 Per Search |

OFFICE USE:

Cr Source: CF
Ev Source: CR EV

Initial
## SCHEDULE A Continued
### ONLINE Charges to Subscriber

State Department of Motor Vehicles Search for Employment Purposes

<table>
<thead>
<tr>
<th>State</th>
<th>Report Options (If Any)</th>
<th>Turn Around Time</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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*****Note: If Tax exempt, please provide certificate*****

Subscriber agrees to the above pricing schedule for reports pulled from ONLINE Information Services, Inc.

City of Lakeport

__________________________    _______________
(Subscriber's Authorized Signature)     (Date)
Subscriber is a credit grantor that purchases Consumer Reports from ONLINE pursuant to the Agreement in connection with credit transactions involving the consumer subjects of such Consumer Reports. As an enhancement to the basic Consumer Report, ONLINE has offered Subscriber the opportunity to purchase one or more credit risk scores provided by Trans Union, Equifax, or Experian; including, but not limited to, Fair Isaac & Co. (FICO) and Vantage score models. Use of these scoring models may require additional addendums and be subject to additional terms of use.

Subscriber recognizes that all credit risk scores offered hereunder are statistical scores and may not be predictive as to any particular individual. No such score is intended to characterize any individual as to credit capability. Subscriber recognizes that factors other than credit risk scores should be considered in making a credit decision, including the Credit Report, the individual credit application, economic factors, and various other pertinent information. A statement of the factors that significantly contributed to the credit risk score may accompany the score. If so, such information may be disclosed to the consumer as the reason for taking adverse action, as required by Regulation B. However, the credit risk score itself is proprietary and may not be used as the reason for adverse action under Regulation B. In addition, under the Fair Credit Reporting Act, credit risk scores are not considered part of the consumer’s file. Accordingly, Subscriber agrees only to disclose the actual credit risk score to the consumer as required by law and when accompanied by the corresponding reason codes.

SUBSCRIBER HAS MADE ITS OWN ANALYSIS OF THE CREDIT RISK SCORE OR SCORES SELECTED BY SUBSCRIBER, INCLUDING THE RELIABILITY OF USING SUCH SCORES IN CONNECTION WITH SUBSCRIBER’S CREDIT DECISION. ONLINE AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, DAMAGES, OR EXPENSE INCURRED BY SUBSCRIBER RESULTING FROM SUBSCRIBER’S USE OF CREDIT RISK SCORES, OR THE INACCURACY THEREOF. IN NO EVENT SHALL ONLINE NOR ITS AGENTS BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR A CLAIM BY SUBSCRIBER RESULTING FROM SUBSCRIBER’S USE OF ANY CREDIT RISK SCORE. THE TOTAL AGGREGATE LIABILITY OF ONLINE AND ITS AGENTS FOR A CLAIM BY SUBSCRIBER RELATED TO SUBSCRIBER’S USE OF ANY CREDIT RISK SCORE SHALL NOT EXCEED THE SURCHARGE PAID BY SUBSCRIBER FOR THE CREDIT RISK SCORE TO WHICH SUCH CLAIM RELATES.

Subscriber certifies that in using the FICO/VANTAGE Credit Scoring Models that:

A. Subscriber will only use the permissible purpose as outlined within ONLINE’s Subscriber Service Agreement (hereinafter referred to as “Agreement”) and the Application for Service in accordance with the FCRA to obtain the information derived from the Fair Isaac and Company Scoring Model (hereinafter referred to as “FICO”) or the Vantage Scoring Model.
B. Subscriber will limit Subscriber’s use of the scores and reason codes solely to use in Subscriber’s own business with no right to transfer or otherwise sell, license, sublicense or distribute said scores or reason codes to third parties.
C. Subscriber will maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such scores and reason codes will be held in strict confidence and disclosed only to those employees with a “need to know” and to no other person.
D. Notwithstanding any contrary provision of the Agreement, Subscriber may disclose the scores provided to Subscriber under the Agreement to the consumer, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only as required by law.
E. Subscriber will comply with all applicable laws and regulations in using the scores and reason codes purchased from ONLINE.
F. Subscriber or any of its employees, agents or subcontractors will not use any trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Data Providers or Fair, Isaac and Company, or their affiliates without such entity’s prior written consent.
G. Subscriber will not in any manner, directly or indirectly attempt to discover or reverse engineer any confidential and propriety criteria developed or used by the Data Providers/Fair, Isaac in performing the FICO/Vantage Scoring Model.
H. Subscriber will not use any of the scores provided for their own model development or model calibration.
I. Subscriber understands that Data Providers/FICO warrants that the FICO/Vantage Scoring Model are empirically derived and demonstrably and statistically sound and that to the extent the populations to which the FICO/Vantage Scoring Models are applied is similar to the population sample on which the FICO/Vantage Scoring Models were developed, the FICO/Vantage score may be relied upon by Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscribers. FICO/Vantage further warrant that so long as FICO/Vantage provide the FICO/Vantage Model it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES DATA PROVIDERS, FICO, OR VANTAGE HAVE GIVEN SUBSCRIBER WITH RESPECT TO FICO/VANTAGE SCORING MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, DATA PROVIDERS, FICO, OR VANTAGE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Subscriber’s rights under the foregoing Warranty are expressly conditioned upon each respective Subscriber’s periodic revalidation of the FICO/Vantage Scoring Model in compliance with the requirement of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.).
J. Subscriber agrees that the aggregate liability of the Data Providers/FICO to the Subscriber is equal to the lesser of the Fees paid by ONLINE to the Data Providers/FICO for the FICO/Vantage Scoring Models resold to the pertinent Subscriber during the six (6) month period immediately preceding the Subscriber’s claim, or the fees paid by the pertinent Subscriber to ONLINE under the Agreement during said six (6) month period and excluding any liability of the Data Providers/FICO for incidental, indirect, special or consequential damages of any kind.
The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau’s (CFPB) website at www.consumerfinance.gov/learnmore.

At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB’s website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA. The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose
Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

B. Users Must Provide Certifications
Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken
The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA
If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB. Section 609(g) requires a disclosure by all persons that make credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g) (1) (D) (“Notice to the Home Loan Applicant”).

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer’s rights will be provided to the consumer.
- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer’s rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.
An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2). The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry
Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED
Investigative consumer reports are a special type of consumer report in which information about a consumer’s character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.
- This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS
Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION
Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS
The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d).
This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.
VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements
Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:
- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  1. the identity of all end-users;
  2. certifications from all users of each purpose for which reports will be used; and
  3. certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers
Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers
Section 605A (f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA
Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

- Section 602
- Section 603
- Section 604 15 U.S.C. 1681b
- Section 605 15 U.S.C. 1681c
- Section 605A 15 U.S.C. 1681c-A
- Section 605B 15 U.S.C. 1681c-B
- Section 606 15 U.S.C. 1681d
- Section 607 15 U.S.C. 1681e
- Section 608 15 U.S.C. 1681f
- Section 609 15 U.S.C. 1681g
- Section 610 15 U.S.C. 1681h
- Section 611 15 U.S.C. 1681i
- Section 612 15 U.S.C. 1681j
- Section 613 15 U.S.C. 1681k
- Section 614 15 U.S.C. 1681l
- Section 615 15 U.S.C. 1681m
- Section 616 15 U.S.C. 1681n
- Section 617 15 U.S.C. 1681o
- Section 618 15 U.S.C. 1681p
- Section 619 15 U.S.C. 1681q
- Section 620 15 U.S.C. 1681r
- Section 621 15 U.S.C. 1681s
- Section 622 15 U.S.C. 1681s-1
- Section 624 15 U.S.C. 1681t
- Section 625 15 U.S.C. 1681u
- Section 626 15 U.S.C. 1681v
- Section 627 15 U.S.C. 1681w
- Section 628 15 U.S.C. 1681x
- Section 629 15 U.S.C. 1681y
Exhibit “C”
Requirements for California and Vermont Users

California Users:

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber under the following circumstances: (a) if Subscriber is a “retail seller” (defined in part by California law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for purpose of resale”) and a consumer about whom Subscriber is inquiring is applying, (b) in person and (c) for credit. Under the foregoing circumstances, ONLINE, before delivering a Consumer Report to Subscriber, must match at least three (3) items of a consumer’s identification within the file maintained by the Data Providers with the information provided to Data Provider’s via ONLINE by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumer responding to a mail solicitation at a specified address, taking special actions regarding a consumer’s presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber is a “retail seller,” Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a “retail seller,” Subscriber agrees to provide written notice to ONLINE prior to ordering Consumer Reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Attachment, and with the specific certifications set forth herein.

Subscriber certifies that, as a “retail seller,” it will either (a) acquire a new Subscriber number for use in processing Consumer Report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact ONLINE sales representative to ensure that Subscriber’s existing Subscriber number is properly coded for these transactions.

Vermont Users:

Subscriber acknowledges that it subscribes to receive various information Services from ONLINE, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. §2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with Subscriber’s continued use of ONLINE Services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with the applicable provisions under Vermont law. In particular, Subscriber certifies that it will order certain information relating to Vermont residents, that are Consumer Reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with the VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy § 2480e of the Vermont Fair Credit Reporting Statute was received from ONLINE.

Vermont Fair Credit Reporting Statute, 9 V.S.A § 2480e (1999)

§ 2480e. Consumer consent
(a) A person shall not obtain the credit report of a consumer unless:
   (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
   (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with the subsection (a) of this section
(c) Nothing in this section shall be construed to affect:
   (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a) (2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
   (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.
(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer’s credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.
Exhibit “D”

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

**Accuracy Guidelines**
The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

**General Prohibition on Reporting Inaccurate Information**
The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a) (1) (A) and (a) (1) (C).

**Duty to Correct and Update Information**
If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a) (2).

**Duties After Notice of Dispute from Consumer**
If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a) (1) (B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a) (3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” Section 623(a) (8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a) (8).

**Duties After Notice of Dispute from Consumer Reporting Agency**
If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b) (1) (A) and (b) (1) (B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b) (1) (C) and (b) (1) (D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b) (2).
- Promptly modify or delete the information, or block its reporting. Section 623(b) (1) (E).

**Duty to Report Voluntary Closing of Credit Accounts**
If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a) (4).

**Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer’s file. Section 623(a) (5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subject to any similar action. Section 623(a) (5).

**Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a) (7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

**Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher’s agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a) (9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

**Duties when ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a) (6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a) (2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681
Section 603 15 U.S.C. 1681a
Section 604 15 U.S.C. 1681b
Section 605 15 U.S.C. 1681c
Section 605A 15 U.S.C. 1681c-A
Section 605B 15 U.S.C. 1681c-B
Section 606 15 U.S.C. 1681d
Section 607 15 U.S.C. 1681e
Section 608 15 U.S.C. 1681f
Section 609 15 U.S.C. 1681g
Section 610 15 U.S.C. 1681h
Section 611 15 U.S.C. 1681i
Section 612 15 U.S.C. 1681j
Section 613 15 U.S.C. 1681k
Section 614 15 U.S.C. 1681l
Exhibit “E”
Access Security Requirements

The following information security controls are required to reduce unauthorized access to consumer information. It is your company’s responsibility to implement these controls. ONLINE reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security.

In accessing ONLINE’s Services, Subscriber agrees to follow these security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store ONLINE data.

1. Implement Strong Access Control Measures

1.1 All credentials such as Subscriber Code number, Subscriber Code passwords, User names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. No one from ONLINE will ever contact you and request your credentials.

1.2 If using third party or proprietary system to access ONLINE’s systems, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing ONLINE’s data/systems.

1.3 If the third party or third party software or proprietary system or software, used to access ONLINE data/systems, is replaced or no longer in use, the passwords should be changed immediately.

1.4 Create a unique user ID for each user to enable individual authentication and accountability for access to ONLINE’s infrastructure. Each user of the system access software must also have a unique logon password.

1.5 User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.

1.6 User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.

1.7 Develop strong passwords that are:
   • Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
   • Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
   • For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically (every 90 days is recommended)

1.8 Passwords (e.g. subscriber code passwords, user password) must be changed immediately when:
   • Any system access software is replaced by another system access software or is no longer used
   • The hardware on which the software resides is upgraded, changed or disposed
   • Any suspicion of password being disclosed to an unauthorized party (see section 4.3 for reporting requirements)

1.9 Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).

1.10 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.

1.11 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of the membership application.

1.12 Ensure that Subscriber employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.

1.13 Implement a process to terminate access rights immediately for users who access ONLINE credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.

1.14 Implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.

1.15 Implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.

1.16 Implement physical security controls to prevent unauthorized entry to Subscriber's facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

2. Maintain a Vulnerability Management Program
2.1 Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.

2.2 Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

2.3 Implement and follow current best security practices for computer virus detection scanning services and procedures:
   - Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
   - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
   - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

3. Protect Data

3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3.2 ONLINE data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.

3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.

3.4 Encrypt all ONLINE data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such AES 256 or above.

3.5 ONLINE data must not be stored locally on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.

3.6 When using smart tablets or smart phones to access ONLINE data, ensure that such devices are protected via device pass-code.

3.7 Applications utilized to access ONLINE data via smart tablets or smart phones must protect data while in transmission such as SSL protection and/or use of VPN, etc.

3.8 Only open email attachments and links from trusted sources and after verifying legitimacy.

3.9 When no longer in use, ensure that hard-copy materials containing ONLINE data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.

3.10 When no longer in use, electronic media containing ONLINE data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

4. Maintain an Information Security Policy

4.1 Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule.

4.2 Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.

4.3 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators. If you believe ONLINE data may have been compromised, immediately notify ONLINE within twenty-four (24) hours or per agreed contractual notification timeline (See also Section 8).

4.4 The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.

4.5 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security in the organization.

4.6 When using third party service providers (e.g. application service providers) to access, transmit, store or process ONLINE data, ensure that service provider is compliant with Experian Independent Third Party Assessment (E/3PA) program, and registered in Experian list of compliant service providers. If the service provider is in process of becoming compliant, it is Subscriber responsibility to ensure the service provider is engaged with ONLINE and exception is granted in writing. Approved certifications in lieu of E/3PA can be found in the Glossary section.
5. **Build and Maintain a Secure Network**

5.1 Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.

5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.

5.3 Administrative access to firewalls and servers must be performed through a secure internal wired connection only.

5.4 Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.

5.5 Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.

5.6 For wireless networks connected to or used for accessing or transmission of ONLINE data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.

5.7 When using service providers (e.g., software providers) to access ONLINE systems, access to third party tools/services must require multi-factor authentication.

6. **Regularly Monitor and Test Networks**

6.1 Perform regular tests on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g., fix critical issues immediately, high severity in 15 days, etc.)

6.2 Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit ONLINE data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly basis and that follow-up to exceptions is required.

6.3 Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access ONLINE systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:

- protecting against intrusions;
- securing the computer systems and network devices;
- and protecting against intrusions of operating systems or software.

7. **Mobile and Cloud Technology**

7.1 Storing ONLINE data on mobile devices is prohibited. Any exceptions must be obtained from ONLINE in writing; additional security requirements will apply.

7.2 Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.

7.3 Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.

7.4 Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.

7.5 Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is ONLINE data to be exchanged between secured and non-secured applications on the mobile device.

7.6 In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing ONLINE data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.

7.7 When using cloud providers to access, transmit, store, or process ONLINE data ensure that:

- Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
- Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by ONLINE:
  - ISO 27001, PCIDSS, E13PA, SSAE 16- SOC 2, or SOC3, FISMA, CAI / CCM assessment
8. General

8.1 ONLINE may from time to time audit the security mechanisms Subscriber maintains to safeguard access to ONLINE information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices.

8.2 In cases where the Subscriber is accessing ONLINE information and systems via third party software, the Subscriber agrees to make available to ONLINE upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual Authorized Users.

8.3 Subscriber shall be responsible for and ensure that third party software, which accesses ONLINE information systems, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.

8.4 Subscriber shall conduct software development (for software which accesses ONLINE information systems; this applies to both in-house and outsourced software development) based on the following requirements:

8.4.1 Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.

8.4.2 Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.

8.4.3 Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.

8.5 Reasonable access to audit trail reports of systems utilized to access ONLINE systems shall be made available to ONLINE upon request, for example during breach investigation or while performing audits.

8.6 Data requests from Subscriber to ONLINE must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.

8.7 Subscriber shall report actual security violations or incidents that impact ONLINE to ONLINE within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to ONLINE of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 800-234-7683, Email notification will be sent to tech@ONLINEis.com.

8.8 Subscriber acknowledges and agrees that the Subscriber (a) has received a copy of these requirements, (b) has read and understands Subscriber's obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to ONLINE Services, systems or data, and (d) will abide by the provisions of these requirements when accessing ONLINE data.

8.9 Subscriber understands that its use of ONLINE networking and computing resources may be monitored and audited by ONLINE, without further notice.

8.10 Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized users, and for assuring that mechanisms to access ONLINE services or data are secure and in compliance with its membership agreement.

8.11 When using third party service providers to access, transmit, or store ONLINE data, additional documentation may be required by ONLINE.

Record Retention: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, ONLINE requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, ONLINE will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.

"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than $3,500 per violation."

Internet Delivery Security Requirements
In addition to the above, following requirements apply where Subscriber and their employees or an authorized agent/s acting on behalf of the Subscriber are provided access to ONLINE provided Services via Internet ("Internet Access").

General requirements:

1. The Subscriber shall designate in writing, an employee to be its Head Security Designate, to act as the primary interface with ONLINE on systems access related matters. The Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Subscriber employees' access to ONLINE provided Services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
2. The Subscriber's Head Security Designate or Security Designate shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each ONLINE product based upon the legitimate business needs of each employee. ONLINE shall reserve the right to terminate any accounts it deems a security threat to its systems and/or consumer data.

3. Unless automated means become available, the Subscriber shall request employee's (Internet) user access via the Head Security Designate/Security Designate in writing, in the format approved by ONLINE. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). ONLINE's approval of requests for (Internet) access may be granted or withheld in its sole discretion. ONLINE may add to or change its requirements for granting (Internet) access to the Services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. Note: Partially completed forms and verbal requests will not be accepted.

4. An officer of the Subscriber agrees to notify ONLINE in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

Roles and Responsibilities

1. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with ONLINE on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with ONLINE on information and product access, in accordance with these ONLINE Access Security Requirements. The Head Security Designate Authorization Form must be signed by a duly authorized representative of the Subscriber. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to ONLINE's systems and information (via the Internet). Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to ONLINE immediately.

2. As a Client to ONLINE's products and Services via the Internet, the Head Security Designate is acting as the duly authorized representative of Subscriber.

3. The Security Designate may be appointed by the Head Security Designate as the individual that the Subscriber authorizes to act on behalf of the business in regards to ONLINE product access control (e.g. request to add/change/remove access). The Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). The Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with ONLINE's Security Administration group on information and product access matters.

4. The Head Designate shall be responsible for notifying their corresponding ONLINE representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

Designate:

1. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access ONLINE products and Services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
6. Must immediately report any suspicious or questionable activity to ONLINE regarding access to ONLINE's products and Services.
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to ONLINE.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with ONLINE when needed on any system or user related matters.
<table>
<thead>
<tr>
<th><strong>Term</strong></th>
<th><strong>Definition</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Computer Virus</strong></td>
<td>A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.</td>
</tr>
<tr>
<td><strong>Confidential</strong></td>
<td>Very sensitive information. Disclosure could adversely impact your company.</td>
</tr>
<tr>
<td><strong>Encryption</strong></td>
<td>Encryption is the process of obscuring information to make it unreadable without special knowledge.</td>
</tr>
<tr>
<td><strong>Firewall</strong></td>
<td>In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.</td>
</tr>
<tr>
<td><strong>Information Lifecycle</strong></td>
<td>(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.</td>
</tr>
<tr>
<td><strong>IPAddress</strong></td>
<td>A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices- including routers, computers, time-servers, printers, Internet fax machines, and some telephones- must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.</td>
</tr>
<tr>
<td><strong>Peer-to-Peer</strong></td>
<td>A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.</td>
</tr>
<tr>
<td><strong>Router</strong></td>
<td>A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.</td>
</tr>
<tr>
<td><strong>Spyware</strong></td>
<td>Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then send that information over the internet.</td>
</tr>
<tr>
<td><strong>Subscriber Code</strong></td>
<td>Your seven digit ONLINE account number.</td>
</tr>
<tr>
<td><strong>Experian Independent Third Party Assessment Program</strong></td>
<td>The Experian Independent 3rd Party Assessment is an annual assessment of an Experian Reseller's ability to protect the information they purchase from Experian. EI3PAsr.’ requires an evaluation of a Reseller’s information security by an independent assessor, based on requirements provided by Experian. EI3PAsr.’ also establishes quarterly scans of networks for vulnerabilities.</td>
</tr>
<tr>
<td><strong>ISO 27001/27002</strong></td>
<td>IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided</td>
</tr>
</tbody>
</table>
within ISO 27001.

| **PCIDSS** | The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards. |
| **SSAE 16 SOC 2, SOC3** | Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report, just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material). |
| **FISMA** | The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002. |
| **CAI/CCM** | Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider. |
Exhibit “F”

Death Master File Access Requirements

Subscriber agrees that based on its use of the Services that it may receive information for the Social Security Administrations Death Master File (DMF). Subscriber hereby warrants and agrees to the following requirements as users of the DMF.

a. Subscriber agrees to restrict Subscriber’s use of deceased flags or other indicia within ONLINE’s Services to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with Subscriber’s applicable Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) use.

b. Subscriber certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within ONLINE’s Services.

c. Subscriber acknowledges that failure to comply with the provisions above may subject Subscriber to penalties under 15 CFR 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year.

d. Subscriber shall indemnify and hold harmless the TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with End User’s, or End User’s employees, contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights.

e. Neither the Data Providers nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.

f. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact to their local Social Security office (with proof) to have the error corrected. The local Social Security office will:
   a. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA’s current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,
   Find that SSA already has the correct information on the main NUMIDENT file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA’s records to use to show to any company subscriber/purchaser of the DMF that had the error.
Collection Services Agreement

This Collection Service Agreement ("Agreement") is entered into by ONLINE Information Services, Inc., hereafter referred to as "Collector", a North Carolina corporation, d/b/a ONLINE Collections and City of Lakeport hereafter referred to as "Creditor", a CA corporation as of Friday, June 21, 2019.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. GENERAL.
   A. The Creditor may refer any Claims that exceed $50.00.
   B. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.
   C. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.
   D. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based: the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

2. RELATIONSHIP OF PARTIES.
   A. Collector agrees to employ those means necessary to represent Creditor in collecting all Claims referred for collection.
   B. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

3. REFERRAL OF CLAIMS
   A. Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site. Each Claim shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, amount owed, social security number or federal tax identification number, phone number, and any additional information that may help locate the consumer.
   B. Creditor warrants, in order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, that Creditor Has Does Not Have:
      i. Express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.
      ii. Sample Express Written Consent Language:
         “You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

   I/We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above.”

   C. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim.
D. Creditor agrees to place Claims with Collector no less frequently than monthly.
E. Creditor hereby certifies and warrants that it will notify, through a mutually approved method, Collector within 48 hours of Creditor’s receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.
F. Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim.
G. Creditor agrees that any Claim referred to Collector will not be referred to any other Collector.
H. Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Collector will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.
I. Creditor agrees that if a file is sent to Collector that contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector’s system, Creditor may be charged a fee for the reloading the Claims.
J. Collector agrees to return to Creditor any Claims based on questionable circumstances.
K. Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Collector’s receipt of notification on any consumer which is being represented by legal counsel in regards to any Claim referred to Collector.
L. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector’s office or directly to Creditor.
M. Creditor agrees to report all payments made to Creditor’s office within 72 hours and Collector agrees to identify the payment as part of consumer’s file within 24 hours of notification of reported payments.

4. METHODS OF COLLECTION.
   A. Collector agrees to use effective and legal methods of collection.
   B. Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.
   C. Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.
   D. Collector will utilize mailed notices and telephone calls to affect collection on Creditor’s behalf.
   E. Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor’s Claims.
   F. Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

5. DISPUTED CLAIMS.
   A. It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor’s Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.
   B. Collector agrees that it will aid Collector with respect to the Claims in its compliance with Collector’s responsibilities as outlined in "OBLIGATIONS OF FURNISHERS UNDER THE FCRA", attached as Exhibit A.
   C. From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer’s name.
   D. Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector’s electronic request.
   E. Collector will accept the additional information or proof regarding disputed Claims through its secure website.

6. ANNUAL RECONCILIATION OF CLAIMS.
   A. Collector and Creditor agree that ensuring the accuracy of each other’s data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.
   B. It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.
   C. Creditor agrees if, in Collector’s determination, there are a significant number of Claims in the sample that do not match between the systems; Creditor agrees to perform a full Claim reconciliation between Creditor’s and Collector’s systems.

7. CLAIM DATA RETENTION.
   A. ONLINE will use and retain the Creditor’s Claim data only as long as is necessary to affect the Services or as required to comply with legal or regulatory obligations. When ONLINE no longer requires the Creditor’s Claim data, which will generally be no more than seven years after the Date of Service of a Claim, ONLINE will remove it from its systems. If ONLINE keeps the data longer, it would be to satisfy legal or regulatory obligations and ONLINE’s legal basis would be relevant law or regulations.
B. Creditor agrees that ONLINE at the end of each year will purge data that it should no longer retain. This could include accounts that have reached their 7 year credit reporting life cycle, accounts cancelled and returned to Creditor based on Creditor’s request, Claims cancelled due Creditor not responding to validation of Claim requests, Claim being included in bankruptcy, Claim belonging to a deceased consumer, or Claim identified as belonging to a litigious consumer.

C. It is mutually agreed that once a Claim has been purged from ONLINE’s system ONLINE will no longer maintain any record of the Claim in ONLINE’s system, databases, backups of systems and databases, or in any archives.

8. DISCOUNT OF CLAIMS. Creditor ☐ Agrees / ☐ Does Not Agree to grant Collector authority to discount Claims on Creditor’s behalf by ____ % of the total amount of the claim. If Creditor does not grant Collector general discount authority Collector can only discount Claims for less than the amount owed with special, Claim by Claim, approval of Creditor. Said Approval may be given by telephone from Creditor’s office.

9. CLAIM ACCOUNTING
   A. Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, Electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.
   B. Collector agrees to place all monies collected on Creditor’s behalf into a trust account.
   C. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector’s office as well as all direct payments made to Creditor’s office.
   D. Collector agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an “Unpaid” status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

10. COMMISSION ON CLAIMS. It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector’s or to Creditor’s offices, will be a commissionable payment. Except for:

A. RECONNECTION OF SERVICE. Definition. A “RECONNECT” is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the utility/gas provider with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a “RECONNECT”, service must be reestablished at the exact same service address where utilities/gas were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a “RECONNECT”.

   i. Reconnect Commissionable Actions.
      a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a “RECONNECT”. These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.
      b. Any bad debt/collection Claim turned over to Collector that results in payment directly to the utility/gas provider and which strictly conforms to the definition listed above shall be considered as a “RECONNECT”. As such, the utility/gas provider may reserve the right to recall the Claim from Collector.
      c. No “Secondary Placement” Claims will be eligible for “RECONNECT” status.

B. ACCOUNTS REFERRED IN ERROR.
   i. It is agree that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector’s system.
   ii. Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.
   iii. Collector agrees to cancel any Claim upon notification of Creditor within the seven days.
   iv. If Creditor fails to notify Collector within seven days that any Claim was referred in error then any payments made on the referred Claims will be commissionable.

11. COMPENSATION AND INVOICING
   A. Creditor agrees to pay the rate of 35% for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).
   B. Creditor agrees to pay the following rate of 35% for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).
C. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.

D. Creditor agrees that Collector will remit each month a check for monies collected at Collector’s offices, minus any commissions due to Collector.

E. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.

F. All billing is processed monthly between the 1st and the 5th for the previous month’s services.

G. Collector agrees that Collector has 20 days from the invoice date to dispute any charges appearing on the invoice.

H. Collector will process the automated payment and deliver to Creditor an invoice marked “Paid in Full”.

I. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

J. Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed $25.00.

K. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

L. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

M. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay Collector’s cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.

N. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector’s performance of the Services, other than income taxes assessed with respect to Collector’s taxable net income, for which income taxes Collector will be solely responsible.

12. INSURANCE. Collector agrees to carry Liability Insurance.

13. WARRANTIES. Subject to Section 19 “Excusable Delays” hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability. Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor also acknowledges that the fees Collector charges Creditor for the Services are based upon Collector’s expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Creditor and not Collector. Creditor therefore agrees that it is responsible for determining that the Services are in accordance with Collector’s obligations under this Agreement. If Creditor reasonably determines that the Services do not meet Collector’s obligations under this Agreement, Creditor shall so notify Collector in writing within ten (10) days after receipt of the Services in question. Collector’s failure to so notify Collector shall mean that Collector accepts the Services as is, and Collector shall have no liability whatsoever for the Services. Unless Collector disputes Creditor’s Claim, Collector shall, at its option, either re-perform the Services in question or issue Creditor a credit for the amount Creditor paid for the nonconforming Services. This re-performance or credit constitutes Creditor’s sole remedy and Collector’s maximum liability for any breach of this Agreement by Collector. If, notwithstanding the above, liability is imposed on Collector, then Creditor agrees that Collector’s total liability for any or all of Creditor’s losses or injuries from Collector’s acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Creditor to Collector under this Agreement during the six month period preceding the alleged breach by Collector of this Agreement. Creditors’ covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

15. INDEMNIFICATION. Creditor shall indemnify, defend and hold Collector harmless from and against any and all claims, losses, damages, costs and expenses, including reasonable attorney fees, which may be asserted against or incurred by Collector, based upon the use by Creditor of the Services for purposes not permitted by law. Creditor shall be liable for its own acts of negligence, and Creditor shall hold Collector harmless and indemnify Collector for any claims, damages, loss, cost, expense or liability (including reasonable attorney’s fees) incurred by Collector as a result of Creditor’s negligence in the furnishing of Claims to Collector, Creditor’s failure to perform any of its obligations described in this Agreement or any other breach by Creditor of its obligations under this Agreement, or Creditor’s failure to comply with appropriate laws.
16. **Intellectual Property.** Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector’s exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector’s or its affiliates’ proprietary designations, whether registered or unregistered, without Collector’s prior written consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

17. **Non-Solicit Clause.** During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall (i) solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee’s employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.

18. **Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

19. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Creditor without prior written consent; such consent shall not be unreasonably withheld.

20. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

21. **Dispute Resolution.** With the exception of any action taken under paragraphs 1, 3, and 4 or any alleged violation of paragraph 15, 16 and 20 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 3, and 4 or 15, 16 and 20 may be resolved informally by the parties through the courts.

22. **Continuance of Business.** In the event that Creditor’s business is sold, it is the Creditor’s obligation to notify Collector, in writing, within 72 business hours of the effective date of the transaction.

23. **Notifications.** Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

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**ONLINE Information Services, Inc.**  
J.W. Blair, President  
P.O. Box 1489  
Winterville, NC 28590

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**City of Lakeport**  
Subscriber Contact Name, Title  
591 MARTIN ST  
LAKEPORT, CA 95453-5224

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1. **Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

2. **TERMINATION OF AGREEMENT.**

   A. This Agreement is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said agreement. Following the first anniversary this agreement may be terminated by either party with a sixty-day written notice.

   B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.
C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

3. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

4. Effective Date. This Agreement is effective beginning June 21, 2019.

IN WITNESS WHEREOF, the parties’ authorized representatives have executed this Agreement on the date indicated below.

Creditor: City of Lakeport
Signature: _________________________________
Print Name: ________________________________
Title: ______________________________________
Email: _____________________________________
Date: _______________________________________ 
Federal Tax ID: ______________________________

Address of Principal Business Office:
591 MARTIN ST
LAKEPORT, CA 95453-5224

Mailing Address (If Different):
591 MARTIN ST
LAKEPORT, CA 95453-5224

ONLINE Information Services, Inc.
dba/ ONLINE Collections

By: _________________________________
Date: ________________________

Address: PO Box 1489
Winterville, NC 28590
www.ONLINECollections.com

Telephone: (866) 630-6400
Fax: (800) 838-9830
Exhibit “A”

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION:
OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines
The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information
The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information
If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer
If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency
If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

☐ Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
☐ Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
☐ Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
☐ Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts
If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies
If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer’s file. Section 623(a)(5).
Any person, such as a debt Collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the Creditor. If the Creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information
Financial institutions that furnish information to “nationwide” consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information
A furnisher whose primary business is providing medical services, products, or devices (and such furnisher’s agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs
All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:
Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o
Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t
Collections Agreement Fees:

A. Creditor agrees to pay the rate of 35% for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).

B. Creditor agrees to pay the following rate of 35% for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).

C. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.

D. Creditor agrees that Collector will remit each month a check for monies collected at Collector’s offices, minus any commissions due to Collector.

E. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.

F. All billing is processed monthly between the 1st and the 5th for the previous month’s services.

G. Creditor agrees that Creditor has 20 days from the invoice date to dispute any charges appearing on the invoice.

H. Collector will process the automated payment and deliver to Creditor an invoice marked “Paid in Full”.

I. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.

J. Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed $25.00.

K. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

L. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

M. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay Collector’s cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.

N. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector’s performance of the Services, other than income taxes assessed with respect to Collector’s taxable net income, for which income taxes Collector will be solely responsible.
Utility Exchange Agreement:

Please denote beside each product what level user should have access. Please note that if Administrator (Admin) level is assigned, Supervisors (Super) and Users (User) will not have access to those products. And likewise if a Supervisor level is assigned Users will not have access to those products. If you desire for all individuals at your organization to have access to a product please set the Access Level for that product to User.

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<tr>
<td>Collection Report</td>
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RE: Resolution Authorizing Submittal of Grant Application to Division of Boating & Waterway

SUBMITTED BY: Douglas Grider Public Works Director

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

WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

Consideration of a Resolution Authorizing Submittal of a Grant Application to the Division of Boating & Waterways. Grant funds available in the amount of $184,073.

BACKGROUND/DISCUSSION:

The restrooms located near the First Street and Third Street Boat Ramp Facilities were installed over 30 years ago and have deteriorated significantly making further repairs cost prohibitive. Most of the plumbing parts are now obsolete and the price to re-plumb them would not be cost effective in light of the declining condition of the building itself.

City Staff will apply for an $184,073 grant through the Division of Boating and Waterways. If successful the grant would fund the demolition and replacement of the existing restrooms with two new pre-cast concrete restrooms similar to the one adjacent to the Fifth Street Boat Ramp. This would meet the needs of the public utilizing the amenities at the Launching Facility. There are no match requirements associated, however, the City will provide in-house labor and equipment valued at $11,750 in order to qualify for maximum points within the grant guidelines.

OPTIONS:

1. Approve the Resolution and authorize the City Manager to submit the grant application to Division of Boating and Waterways.
2. Deny the Resolution, or alternatively provide additional direction to staff.

FISCAL IMPACT:

☑️ None ☑️ $184,073 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: Budget adjustment needs for match will be considered upon receipt of grant.
SUGGESTED MOTIONS: Move to adopt the proposed resolution authorizing the City Manager to sign and submit a grant application to the Division of Boating and Waterways.

Attachments:

1. Grant Fact Sheet
2. Project Site Map
3. Design of proposed restroom facilities
4. Estimates
Resolution No. (2020)

A RESOLUTION OF THE CITY COUNCIL OF LAKEPORT AUTHORIZING APPLICATION FOR

BOAT LAUNCHING FACILITY GRANTS

WHEREAS, the City of Lakeport the authority to construct, operate, and maintain the Library Park Boat Launching Facility and

WHEREAS, the City of Lakeport is requesting a $184,073 grant from the Division of Boating and Waterways; and

WHEREAS, the City of Lakeport desires to enhance, repair, or rebuild and protect the Library Park Boat Launching Facility to meet the needs of watercraft users and provide other public amenities to those utilizing the facility,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKEPORT RESOLVES AS FOLLOWS:

SECTION 1. That, pursuant and subject to all of the terms and provisions of the Harbors and Watercraft Revolving Fund Program, application be made to the State of California, Department of Parks and Recreation, Division of Boating and Waterways for funding

SECTION 2. That, the City Manager is hereby authorized and directed to cause the necessary data to be prepared and application to be signed and filed with the Division of Boating and Waterways

THIS RESOLUTION was passed and adopted by the City Council of the City of Lakeport at a regular meeting held on the 21st day of January, 2020.

AYES: 
NOES: 
ABSENT: 
ABSTAIN: 

___________________________
GEORGE SPURR, Mayor
City of Lakeport

ATTEST:

_____________________________
KELLY BUENDIA, City Clerk
City of Lakeport
Map Prepared by City of Lakeport
Public Works Department
abritton@cityoflakeport.com
9.30.19

Legend

Public Restrooms

Public Boat Ramps

City of Lakeport
Department of Boating & Waterways
Grant Application 2019

Third St Restrooms TO BE REPLACED

First St Restrooms TO BE REPLACED