

AGENDA
Regular Meeting
October 20, 2026
5:30PM

Dial in Number: 712-432-3900 – Conference id: 419973 #

If you are unable to attend in person, join the meeting by dialing the number listed above and entering the Conference ID No.

1. Call to order the regular meeting of October 20, 2026.
2. Pledge of Allegiance
3. Approval of October 6, 2026, regular meeting minutes. Discussion/Action.
4. Approval of the payments of bills. Discussion/Action.
5. Comments from the public.

This is the time set aside for citizens to address the Council on matters not on the agenda. Comments should be limited to matters within the jurisdiction of the Council. If your comment concerns an item on the agenda, please address the Council after that item is open for public comment. By law, the Council cannot discuss or act on matters that are not on the agenda. The mayor reserves the right to limit the duration of each speaker to three (3) minutes. Speakers may not give their time to others.

6. Approval of Proclamation for “1st 5 Reading Across Siskiyou” 19th Annual Event for November 18th Anniversary. Discussion/Action (Allison Scull)
7. Review and approval of Resolution No. 26-24, a “Resolution of the City Council of the City of Tulalake, California, declaring the property located at 489 Fifth Street, APN# 050-081-040-000, to be surplus property”. Discussion/Action (City Hall Administrator)
8. Review and approval of MOU between the City of Tulalake and the City of Dorris for water and wastewater certifications and state reporting. Discussion/Action (Chief Resilience Officer)
9. Review and approval of Resolution No. 26-25 of the Tulalake City Council of the City of Tulalake Approving the Application for the Statewide Park Development and Community Revitalization Program Round 5 grant funds. Discussion/Action (Chief Resilience Officer)
10. Review and approval of City of Tulalake Administrative Policies and Procedures Americans with Disabilities Act Policy and possible appointment of ADA Coordinator. Discussion/Action (Chief Resilience Officer)
11. Emergency and grant updates. Discussion/Action (Chief Resilience Officer)
12. Department Head updates. Discussion/Action.
 - a. Chief of Police, Tom Hoy
 - b. City Hall Administrator, Aissa Martinez
 - c. Director of Public Works, Jose Perez

COMMENTS FROM ADMIN AND STAFF:

13. Comments from Library Branch Manager (Kailee Wood)
14. Comments from City Treasurer (Sara Luscombe)
15. Comments from City Clerk (Anna Perez)
16. Comments from Chief Resilience Officer (Jenny Coelho)
17. Comments from Council Member Margie Cordonier
18. Comments from Council Member Patty Taylor
19. Comments from Mayor Pro Tem Penny Velador

20. Comments from Council Member Teresa Williams
21. Comments from Mayor Tom Cordonier
22. Adjournment

Meetings are held in the Council Chambers at City Hall located at 591 Main Street, Tulalake, CA 96134.

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aids to participate in a public hearing should make the request to City Hall Staff at least 48 hours prior to the meeting.

The City Attorney, Margaret Long, may appear by telephone from 2240 Court Street, Redding, CA 96001 (530) 691-0800.

MINUTES
Regular Meeting
TULELAKE CITY COUNCIL
October 6, 2026 - 5:30PM

Mayor Tom Cordonier called the meeting to order at 5:32PM. Mayor Pro Tem, Penny Velador and Council Members; Margie Cordonier, Patty Taylor and Teresa Williams were present. Also in attendance were Chief Resilience Officer, Jenny Coelho; City Hall Administrator, Aissa Martinez; City Clerk, Anna Perez and City Treasurer Sara Luscombe.

APPROVAL OF SEPTEMBER 15, 2026, REGULAR MEETING MINUTES

Council Member Cordonier made a motion for the approval of September 15, 2026, regular meeting minutes. Mayor Pro Tem Velador seconded the motion. All votes were aye. Motion carried. (Motion 26-156)

APPROVAL OF SEPTEMBER 21, 2026, SPECIAL MEETING MINUTES

Mayor Cordonier made a motion for the approval of September 21, 2026, special meeting minutes. Mayor Pro Tem Velador seconded the motion. All votes were aye. Motion carried. (Motion 26-157)

APPROVAL OF THE PAYMENT OF BILLS

Mayor Cordonier made a motion to approve paying the bills as presented. Mayor Pro Tem Velador seconded the motion. All votes were aye. Motion carried. (Motion 26-158)

COMMENTS FROM THE PUBLIC

No comments.

DISCUSSION ABOUT THE CITY STARTING THE PROCESS TO DO A SURPLUS SALE

Mayor Pro Tem Velador asked which lots would be available first to sell. Jenny responded that the Modoc lots would be the fastest they could sale, either for residential housing or commercial use. She also explained that the remaining land could not be added to the Surplus Land Act process until it had been surveyed. Mayor Pro Tem Velador stated that the main priority was to sell whatever property could be sold. Mayor Cordonier made a motion directing City Staff to proceed with the Surplus Land Sale process and to contact Chief of Police, Tom Hoy and Director of Public Works, Jose Perez to determine whether they had any properties to include in the surplus sale and request their assistance in working with City Staff on the process. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 26-159)

DISCUSSION AND APPROVAL OF THE CITY OF TULELAKE 2026 MASTER FEE SCHEDULE

City Hall Administrator, Aissa Martinez stated that the City's current fees are relatively low. The Building Inspector recommended increasing building permit fees and other City fees to better reflect current costs. Mayor Cordonier made a motion to approve the City of Tulelake 2026 master fee schedule. Council Member Taylor seconded the motion. All votes were aye. Motion carried. (Motion 26-160)

DISCUSSION ABOUT NUISANCE ABATEMENT OF SISKIYOU STREET & B STREET

City Hall Administrator, Aissa Martinez stated that Luis Aceves came in to report concerns regarding a property located on Siskiyou Street and B Street. He reported that homeless individuals have occasionally been entering the property. The matter was discussed with no action taken.

DISCUSSION ABOUT UNPAID UTILITY BILLS

City Hall Administrative Clerk, Anna Perez provided the City Council with a spreadsheet listing account numbers and outstanding balances exceeding \$300.00. The Council discussed the possibility of shutting off services for all accounts that are past due. Discussion only. No action was taken.

REVIEW AND APPROVAL OF CHANGE ORDER #1 FOR THE 2026 STREET IMPROVEMENTS PROJECT FOR THE 2022 STIP GRANT

Chief Resilience Officer, Jenny Coelho reported two issues that need to be addressed. First, the large tree located behind the bank was removed. Second, a cable running through the area will need to be addressed. Council Member Cordonier made a motion to approve change order #1 for the 2026 street improvements project for the 2022 Stip Grant. Council Member Taylor seconded the motion. All votes were aye. Motion carried. (Motion 26-161)

REVIEW AND APPROVAL OF CHANGE ORDER #9 FOR SHASTA SERVICES, INC. DBA TIMBERWORKS FOR THE SMALL COMMUNITIES' DROUGHT RELIEF PROGRAM GRANT

Chief Resilience Officer, Jenny Coelho reported that the anticipated amount decreased from approximately \$53,000 to \$34,200. Mayor Pro Tem Velador made a motion to approve of change order #9 for Shasta Services, INC. DBA Timberworks for the Small Communities Drought Relief Program Grant. Council Member Williams seconded the motion. All votes were aye. Motion Carried. (Motion 26-162)

REVIEW AND APPROVAL OF FY 2026-2027 GRANTS BUDGET

Chief Resilience Officer, Jenny Coelho stated that she prepared a grant budget that must be approved before she can submit the grant application. She provided the Council with both the original budget and the amended budget

for review. Council Member Cordonier made a motion to approve the original and amended FY 2026-2027 grants budget. Council Member Taylor seconded the motion. 4 votes were aye and 1 abstained. Motion carried. (Motion 26-163)

REVIEW AND APPROVAL OF AWARD OF THE PERMANENT LOCAL HOUSING ASSISTANCE, ROUND 5, 22-PLHA-17892 CONTRACT OF \$45,148

Chief Resilience Officer, Jenny Coelho requested advance funding for the project using funds from 2023, 2025, and 2026 funding rounds. She stated that the City receives funding annually and that the funds must be requested before the deadline. She also noted that the goal is to prepare the property for sale to a developer. City Administrative Clerk, Anna Perez asked where the funds would be deposited to ensure they would not be transferred to other accounts. Jenny stated that she would investigate establishing a separate account for the project. Mayor Cordonier made a motion for the approval of award of the permanent local housing assistance, round 5, 22-PLHA-17892 contract of \$45,148. Mayor Pro Tem Cordonier seconded the motion. Motion carried. (Motion 26-164)

REVIEW AND APPROVAL OF BUDGET AMENDMENTS FOR THE FY 2026-2027 GRANTS BUDGET

Approved on #12

EMERGENCY AND GRANT UPDATES

Chief Resilience Officer, Jenny Coelho stated that demolition of the bowling alley is scheduled to begin in late October. She also mentioned that she will investigate securing funding for the two lots located at the front of the parking lot for the TCVC. The matter was discussed with no action taken.

Chief of Police: Tom Hoy was not present and provided his updates through Tony Ross. The Retired Annuitant reported that staff had to respond to an incident involving a juvenile on top of the bowling alley. It was also reported that Tom Hoy traveled to Yreka and that there was an ongoing matter involving Jess Harris and Tom Hoy.
City Hall Administrator: Aissa Martinez reported that Whitney, Jeff, and Charlie have finalized the 2024–2025 audit.

Director of Public Works: Absent.

ADJOURNMENT

Mayor Cordonier made a motion to adjourn the meeting at 7:13PM. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 26-165)

Tom Cordonier, Mayor

Attest:

Anna Perez, City Clerk

Posted General Ledger Transactions - City Council Bills to Approve

Bills Submitted for Approval on 10-20-2026 - API26041 for Weeks 10-06-2026 thru 10-20-2026				
Name	Document Number	Document Amount	Document Description	Fund Code
AMERICAN SANITATION, INC	46931	140.00	Burn Pit- Toilet	04
CAL-ORE TELEPHONE CO.	0324003564 10/2026	1,105.67	CH, PW, PD & 02 -Phone & WiFi	01
CITY OF WEED	0000101	985.88	Building Inpsector Fees 09/02-09/30/2026	01
DEAN-SLABAUGH LLC	2026-006	430.95	Last Rent & Late Fee	05
JUNIPER PAPER & SUPPLY	INVJPR8253572	270.90	Napkins & Toilet Paper	01
JUNIPER PAPER & SUPPLY	IVVJPR8246908	169.27	Toilet Paper & Napkins for Parks	01
LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, INC.	1810 #90116269	5,200.00	Professional Services from 08/22-09-25/2026	01
LES SCHWAB	0001160783	30.24	Flat Repair	05
MERRILL LUMBER COMPANY	B293424	6.57	Sprinklers	01
MERRILL LUMBER COMPANY	B293765	2.38	Parts for Sink at Veterans Park	01
MERRILL LUMBER COMPANY	B293767	12.50	Tool to drill	02
MERRILL LUMBER COMPANY	C278002	8.97	Keys	02
MERRILL LUMBER COMPANY	C278268	55.42	Weld Kit, Redu Bushing, Adapter & Gloves	02
Primo Brands	06J8750187460	106.12	PW, CH & Library Rent	01
SMALL CITIES ORGANIZED RISK EFFORT	TulQ2FY27	36,285.00	2nd Qtr, Liability & Admin Fee	01
SPRING STREET ANALYTICAL LLC	4624	9,500.00	Monitoring Wells	03
SPRING STREET ANALYTICAL LLC	4666	130.00	Colilert- California	02
STACY & DENNIS	26-0902	2,062.50	Remote Resource	02
STACY & DENNIS	26CW-3444	875.00	Agreement- COTo Block Time	01
STACY & DENNIS	26CW-3502	221.25	ADA Requirements	01
THE MERRILL CLINIC, LLC	CIT00000 09/2026	150.00	DOT Physicals	02
TRILOGY ARCHITECTURE CORPORATION	1931	12,005.00	Tulelake Visitor Center	01
WOODHOUSE FARMING & SEED CO.	S29364	30.00	Weight Fees	04
WOODHOUSE FARMING & SEED CO.	S29384	30.00	Weight Fees	04
WOODHOUSE FARMING & SEED CO.	S29390	30.00	Weight Fees	04
WOODHOUSE FARMING & SEED CO.	S29410	45.00	Weight Fees	04
Total		69,888.62		
	Pay Dates: 10/09/2026			
PAY PERIOD:	09/20/2026-10/03/2026		Fund Account Codes:	
Police Department: (4 Employees)	\$6,453.63		01- General Fund	

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

Chief Resilience Officer (1 Employee)	\$2,312.55		02- Enterprise Fund - Water	
Public Works: (6 Employees)	\$7,510.73		03- Enterprise Fund - Sewer	
City Hall: (4 Employees, including Library & Custodial)	\$4,216.10		04- Enterprise Fund - Garbage	
Council & Elected Officials: (7 persons)	\$0.00		05- Police Personnel (COPS Grant)	
			11- Gas Tax Fund (Streets)	
Total Amount of Payroll DD's		\$20,493.01	13- Local Transportation (TDA)	
Total Amount Submitted for Approval - October 20, 2026:		\$90,381.63		



Siskiyou County
PROCLAMATION

19th ANNUAL "READ ACROSS SISKIYOU" 2026 EVENT

Sponsored By First 5 Siskiyou Children and Families Commission

WHEREAS, the ultimate goal of the First 5 Siskiyou Children and Families Commission is that all of Siskiyou's children from prenatal through 5 years of age will be healthy, ready to learn, and supported in safe, nurturing families and communities; and

WHEREAS, children in Siskiyou County from prenatal through 5 years of age have a successful start in life through daily reading with supportive and nurturing families, caregivers, educators and community leaders; and

WHEREAS, early literacy is the foundation for academic, social emotional, and economic success; and

WHEREAS, First 5 Siskiyou, in partnership with Siskiyou County Library, dedicates one day each year to promote early literacy by providing the same titled book to be read by guest readers to children in various preschools, kindergartens, child care settings, libraries and online events throughout Siskiyou County on the same day and provide each child with a copy of that book to take home.

THEREFORE, the City of Tulelake hereby proclaims November 18, 2026 as the 19th anniversary of "Read Across Siskiyou" and be it that this body enthusiastically endorses daily reading, singing and playing with children as a critical foundation for healthy development and life long success.

Signed: _____ Date: _____

Tom Cordonnier, Mayor
City of Tulelake



RESOLUTION NO. 26-24

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE, CALIFORNIA,
DECLARING THE PROPERTY LOCATED AT 489 FIFTH STREET, APN#050-081-040-000,
TO BE SURPLUS PROPERTY**

WHEREAS, the City owns certain property located at 489 Fifth Street, APN#050-081-040-000; and

WHEREAS, the City would like to sell the property, which consists of 1 parcel currently zoned Mixed-Use totaling approximately 11,000 square feet; and

WHEREAS, before the City can sell the property, it must comply with the noticing requirements of Government Code section 54220 et seq., commonly referred to as the "Surplus Land Act"; and

WHEREAS, under Government Code section 54221, subdivision (b)(1), "Surplus land" is defined as "land owned in fee simple by a local agency for which the local agency's governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary or the agency's use."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TULELAKE, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. Exemption. The property is hereby declared "surplus land" under Government Code section 54221, subdivision (b)(1), in that they are land owned in fee simple by the City and are not necessary for the City's use.

SECTION 3. Notice of Availability. City staff is hereby directed and authorized to send a written notice of availability of the property to all of the entities listed in Government Code section 54222.

SECTION 4. Certification. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of October, 2026.

Thomas Cordonier, Mayor

ATTEST:

Anna Perez, City Clerk

Margaret Long, City Attorney

I HEREBY CERTIFY the foregoing Resolution No. 26-24, was duly adopted by the City Council of the City of Tulelake, California, at a regular meeting held on the 20th day of October, 2026, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

Anna Perez, City Clerk

(seal)

RESOLUTION OF THE TULELAKE CITY COUNCIL OF THE CITY OF TULELAKE
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM
ROUND 5 GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the TULELAKE CITY COUNCIL hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE OTIS ROPER PARK RENOVATION PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Mayor, the City Hall Administrator and the Chief Resilience Officer to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 20th day of October, 2026

I, the undersigned, hereby certify that the foregoing Resolution Number 26-25 was duly adopted by the TULELAKE CITY COUNCIL following a roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Clerk's Printed Name

Clerk's Signature

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF DORRIS AND THE CITY OF TULELAKE**

THIS MEMORANDUM OF UNDERSTANDING (hereafter MOU) is made by and between the City of Dorris, an incorporated city having its principal place of business at 307 S. Main Street, Dorris, CA 96023, (hereafter called DORRIS), and the City of Tullake an incorporated city having its principal place of business at 591 Main Street, Tullake, CA 96134 (hereafter called TULELAKE). Wherein DORRIS and TULELAKE agree to provide and accept the exchange of services specified herein.

DORRIS has requested TULELAKE, to provide wastewater certification services and records services as specified in "Exhibit A" and pursuant to this MOU;

TULELAKE has requested DORRIS to provide water certification services and records services as specified in "Exhibit A" and pursuant to this MOU;

In consideration of the mutual covenants and conditions contained herein, the parties agree on this day of October 6, 2026 as follows:

1. DESIGNATED REPRESENTATIVES

The below listed persons have been designated as authorized representatives for this MOU:

DORRIS

Jocelyn Ibarra
City Administrator
City of Dorris
307 S. Main Street
Dorris CA 96023
(530) 397-3511

TULELAKE

Aissa Martinez
City Hall Administrator
City of Tullake
591 Main Street
Tullake, CA 96134
(530) 667-5522

2. NOTICES

Notices under this MOU shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

DORRIS:

Jocelyn Ibarra
City Administrator
City of Dorris
307 S. Main Street
Dorris CA 96023

TULELAKE:

Aissa Martinez
City Hall Administrator
City of Tullake
PO Box 847
591 Main Street
Tullake, CA 96134

or at such address or to such other person that the parties may designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. SCOPE OF SERVICES

DORRIS agrees to provide water certification services to TULELAKE and TULELAKE agrees to provide wastewater certification services to DORRIS in accordance and/or as specified in "Exhibit A" attached hereto and incorporated herein by reference. The Parties agree to exchange services with each party paying its own cost and here being to need or purpose for other compensation.

4. TERM

The term of this MOU shall commence on July 1, 2026 and continue through June 30, 2027, unless terminated sooner pursuant to item #12 in this MOU. This MOU can be extended annually for an additional two years if mutually agreed by both parties.

5. STANDARD OF PERFORMANCE

DORRIS and TULELAKE each represents that it has the skills and expertise necessary to perform the water and wastewater certification required under this MOU and that all persons employed in the performance of such services for DORRIS and TULELAKE employees. Other than the services herein above provided for, DORRIS and TULELAKE shall not be called upon to assume any liability for each other for the direct payment of salaries, wages, or other compensation to any DORRIS or TULELAKE personnel performing services hereunder for DORRIS or TULELAKE.

6. INDEMNIFICATION AND INSURANCE

DORRIS and TULELAKE agree to defend, indemnify and save harmless the other party from all damages, awards, losses or claims arising from the negligence of its own employees and to procure and maintain insurance in accordance with the provisions of "Exhibit A" attached hereto and incorporated herein by reference.

7. OWNERSHIP OF EQUIPMENT

DORRIS and TULELAKE shall be the owners of all items incidental to the performance of this MOU. No transfer of ownership of equipment either from DORRIS to TULELAKE nor from TULELAKE to DORRIS shall occur as a result of this MOU.

8. TRADED SERVICES

It is expressly understood between the parties to this MOU that no employer/employee relationship is intended; the relationship of DORRIS and TULELAKE is that of traded services and DORRIS and TULELAKE retain sole and independent liability for the actions of the employees of each.

9. NON-DISCRIMINATION

DORRIS and TULELAKE City personnel policies prohibiting discrimination apply to this MOU and are incorporated herein by this reference with the same force and effect as if these policies were specifically set out herein and DORRIS and TULELAKE agree to comply with these same/referenced policies.

10. NON-EXCLUSIVE AGREEMENT

DORRIS and TULELAKE understand that this is not an exclusive agreement (MOU) and that each party shall have the right to negotiate with and enter into MOU's, Contracts, Agreement, etc. with other Siskiyou County cities and/or other agencies to provide the same or similar services.

11. ASSIGNMENT

DORRIS and TULELAKE shall not assign any of its rights nor transfer any of its obligations under this MOU without the prior written consent of each other and any attempt to or assign or to transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

12. TERMINATION

Each Party may terminate this MOU as provided below:

- A. For Convenience. Upon ninety (90) days written notice. Upon the date of termination, each party shall cease work and notify the other party as to the status of its performance.
- B. For Cause. In the event of default in the performance of this MOU or materially breach any of its provisions, the non-defaulting party may at its sole option, terminate this MOU by written notice which shall be effective upon receipt.

13. SECTION HEADINGS

The heading of several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

14. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the DORRIS or TULELAKE is intended to be exclusive of any other remedy or remedies. and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

16. TIME IS OF THE ESSENCE

Time is of the essence in this MOU and each covenant and term is a condition herein.

17. NO WAIVER OF DEFAULT

No delay or omission of DORRIS or of TULELAKE to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this MOU to DORRIS or to TULELAKE shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DORRIS or TULELAKE.

18. ENTIRE AGREEMENT/MOU AND AMENDMENT

In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the parties to this MOU and by no other means. Each party waives its future claim, contest or asserts that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

19. CALIFORNIA LAW

This MOU shall be governed by the laws of the State of California.

20. EXECUTION OF COUNTERPARTS

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

21. AUTHORITY.

All parties to this MOU warrant and represent that they have the power and authority to

enter into this agreement in the names, titles and capacities herein state and on behalf of any entities, persons, or firms, represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by and state and/or federal laws have been fully complied with. Furthermore, by entering into this MOU, both DORRIS and TULELAKE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which either DORRIS and TULELAKE is obligated, which breach would have a material effect hereon.

22. PRECEDENCE

In the event of conflict between the provisions contained in the numbered section of this MOU and the provisions contained in the Exhibits. the provision of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this MOU, "Exhibit A" and subsequent amendments, the most current MOU and/or Amendment shall prevail over the provisions, Exhibits, and/or prior Amendments.

IN WITNESS WHEREOF, DORRIS and TULELAKE have executed this agreement on the date set forth below, and each signatory represents that he/she has the authority to execute this agreement and to bind the PARTY on whose behalf his/her execution is made.

DATE

CITY OF DORRIS

Abner Weed. MAYOR

ATTEST:

CITY OF DORRIS
Jocelyn Ibarra. CITY CLERK

CITY OF TULELAKE

ATTEST:

Thomas L. Cordonier, MAYOR

Anna Perez, CITY CLERK

EXHIBIT A
TRADED SERVICES

Services to be provided and performed by the City of Dorris:

Provide monthly water certification reports and onsite inspections at the City of Tulalake water facilities as required for California state inspections.

Oversee water quality testing results and required reporting by onsite operator.

Services to be provided and performed by the City of Tulalake:

Provide monthly wastewater certification reports and onsite inspections at the City of Dorris wastewater facilities as required for California state inspections.

Oversee wastewater testing results and required reporting by onsite operator.

1. Material Changes to Service Level. In the event that the PARTIES desire to modify then-existing type or level of staffing provided under the terms of this MOU, in addition to other procedures set forth in this agreement, the requesting party will make a written request to the OTHER PARTY by April 1st of each year for changes to be applied to the succeeding fiscal year. The PARTY'S request shall detail the specific type and level of staffing the PARTY desires, with the OTHER PARTY acknowledging that the costs of such services may impact the total, negotiated amount for the relevant fiscal year. The RECIPIENT PARTY shall review said annual request within (30) days of receipt thereof and acknowledge acceptance or rejection by letter to the OTHER PARTY'S Designate Representative.

Each PARTY reserves the right and responsibility to maintain a minimum advisable level of service throughout each jurisdictional area. Upon notice from either PARTY of acceptance or partial acceptance of said annual request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this MOU as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this MOU shall continue in full force and effect. In the event either PARTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portion of said annual request, until such time that the parties reach agreement as to the rejected portion of said annual request.

2. Insurance. Either party may purchase commercial insurance to cover its exposure hereunder, in whole or in part.

A. Workers' Compensation. DORRIS and TULELAKE both warrant that they are permissibly self-insured for workers' compensation coverage and agree that its employees providing services to DORRIS or TULBALKE pursuant to this MOU will be covered by their

own self-insurance program for all injuries arising out of or occurring in the course and scope of their employment. Both DORRIS and TULELAKE reserves the right at their own sole discretion to purchase a workers' compensation policy at any time during the term of this MOU.

B. Liability. DORRIS and TULELAKE warrants that it is self-insured for liability, and property damage claims up to its current self-insured retention and that it purchases excess liability insurance for claims in excess of that amount. DORRIS and TULELAKE shall maintain insurance against claims for liability and property damage in an amount of not less than Two Million Dollars (\$2,000,000.00), combined single limit coverage. Both shall be named as an additional insured on any liability policy of each City. The parties shall maintain such insurance coverage in full force and effect during the term of this MOU.

C. Proof of Insurance. Upon request by either party, the other party shall provide evidence of the above insurance coverage, listing the other party as an additional insured. Each such insurance coverage policy shall provide that such policy may not be cancelled or changed except changed at least thirty (30) days prior written notice to the other party. The foregoing insurance coverage shall not limit the indemnification obligations for the parties as set forth in the above listed indemnification, and the failure to maintain said coverage shall constitute a material breach of this MOU.

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**CITY OF TULELAKE ADMINISTRATIVE
POLICIES AND PROCEDURES AMERICANS
WITH DISABILITIES ACT POLICY**

1. Purpose and Authority

This Policy has been created to comply with the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973. This policy establishes a complaint and grievance procedure to be followed by citizens who want to file a complaint or grievance alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Tulelake (City), and not including City employment related discrimination complaints.

The City wants to hear concerns and complaints from citizens in order to provide accessible programs, services and activities. A member of the public can contact the City with a comment, concern, or complaint without filing a formal grievance. The City's website, <https://cityoftulelake.com/personnel-policies/> includes the ADA Grievance process and form that can be completed mailed or emailed to City staff and forwarded onto the ADA Coordinator for review. Grievance forms must be completed within 60 calendar days of the incident and submitted to Tulelake City Hall.

2. Definitions

The following terms are used in this policy:

- A. ADA: Americans with Disability Act of 1990 (28 Code of Federal Regulations Part 35.107).
- B. ADA Coordinator: Responsible employee with a working knowledge of the requirements of ADA and designated to coordinate the City's efforts to comply with and carry out the City's ADA responsibilities. The Tulelake City Council will appoint the ADA Coordinator for the City of Tulelake as is required by 28 CFR § 35.107.
- D. TDD: Telecommunications Device for the Deaf.

3. Confidentiality

The ADA Coordinator maintains confidentiality with regard to complaints, consultations, mediations, and records, unless disclosure is notwithstanding the requirements of litigation and court proceedings. If the disclosure of information to another person is necessary to proceed with an investigation, the complainant or their designated representative will be advised first and consulted on whether and/or how to proceed.

4. **Retaliation**

Retaliation against a person who files a complaint of discrimination or harassment, participates in an investigation of such a complaint, or opposes an unlawful employment practice is prohibited by Federal and State law and City policy. Anyone who believes she or he has been retaliated against for filing a complaint of discrimination or harassment is encouraged to report the retaliatory actions to the ADA Coordinator.

5. **Complaint and Grievance Procedure**

This procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. It may be used by anyone who wishes to file a complaint or grievance alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City. Chapter 14: Employment Disputes in the City's Personnel Policy Manual govern the employment-related grievance procedure for harassment, discrimination, and retaliation for all employees.

It is preferred that the formal ADA grievance be in writing and contain information about the alleged discrimination, such as the name, address, phone number of the complainant, and location, date, and description of the problem. Alternative means of filing a complaint, such as a personal interview or a recording of the complaint, will be made available for persons with disabilities upon request. If additional accommodations are needed, please contact the ADA Coordinator.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible, but no later than 60 calendar days after the alleged violation to:

ADA Coordinator
City of Tulelake
PO Box 847, 591 Main Street
Tulelake, CA 96134
Email: info@cityoftulelake.com
(530) 667-5522 Office, (530) 667-5351 Fax
California Relay Services: Dial 711

Within 30 calendar days after receipt of the complaint, the ADA Coordinator or her/his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 30 calendar days of the meeting, the ADA Coordinator

or her/his designee will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio recording. The response will explain the position of the City and offer options for substantive resolution of the complaint.

6. **Appeal**

If the response by the ADA Coordinator or her/his designee does not satisfactorily resolve the issue, the complainant and/or her/his designee may appeal the decision within 30 calendar days after receipt of the response to the Tulelake City Council or their designee.

Within 30 calendar days after receipt of the appeal, the Tulelake City Council or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 30 calendar days after the meeting, the Tulelake City Council or their designee will respond in writing, and, where appropriate, also respond in a format accessible to the complainant, with a final resolution of the complaint.

7. **Records Retention**

All written complaints and grievances received by ADA Coordinator or his/her designee, appeals to the Tulelake City Council or their designee, and responses will be retained by the City for at least three years from final action.



**City of Tulelake
Americans with Disabilities Act and
Section 504 of the Rehabilitation Act of 1973
Grievance Form**

Instructions: Please fill out this form completely. A printed or typed response is recommended. Sign and return to the address on last page by email, fax, mail or in person. If you need an accommodation to complete or submit this form, please contact the ADA Coordinator.

1.

Complainant Name

Address

Home Phone

Business Phone

2.

Person Discriminated Against: (if other than the Complainant)

Address

Home Phone

Business Phone

3.

Department and/or person which you believe has discriminated

Address

Business Phone

When did the discrimination occur?

Date

4. Describe the acts of discrimination providing the name(s) where possible of the individuals who discriminated:

5. Have efforts been made to resolve this complaint?

Yes ☐

No ☐

If yes: what efforts have been taken and what is the status of the grievance?

6. Has the complaint been filed with another bureau, such as the Department of Justice or any other Federal, State, or local civil rights agency or court?

Yes ☐ No ☐ If yes, which agency or court?

Agency or Court

Contact Person

Address

Telephone

Date

7. Do you intend to file with another agency or court? Yes ☐ No ☐ If yes, which agency or court?

Agency or Court

Address

Telephone

8. Additional comments or information:

Signature: _____
Date: _____

Return to:
ADA Coordinator
City of Tullake
PO Box 847, 591 Main Street
Tullake, CA 96134
Email: info@cityoftullake.com
(530) 667-5522 Office, (530)667-5351 Fax
California Relay Service: Dial 711

