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www.bluelake.ca.gov



CITY OF BLUE LAKE
CALIFORNIA

111 Greenwood Road

P.O. Box 458

Blue Lake City Council Agenda

Tuesday, March 28, 2023 ~ 6:30 p.m. ~Regular Council Meeting

Unless Otherwise Noted, All Items on the Agenda are Subject to Action.

Public Input can be given to the Council by emailing citymanager@bluelake.ca.gov until 4:30 p.m. on Tuesday March 28, 2023. Public Input will be facilitated by Zoom at the following meeting link:

<https://us02web.zoom.us/j/88355102172?pwd=TExxUk0vK0N3U25aZXAxNUt3VWZKQT09>

Meeting ID: 883 5510 2172

Passcode: 753908

1. **Pledge of Allegiance and Establish a Quorum of the Council**
2. **Approve Agenda**
3. **Public Comment** – *The Public is invited to present petitions, make announcements, or provide other information to the City Council that is relevant to the scope of authority of the City of Blue Lake that is not on the Agenda. The Council may provide up to 15 minutes for this public input session. To assure that each individual presentation is heard, the Council may uniformly impose time limitations of 3 minutes to each individual presentation. The public will be given the opportunity to address items that are on the agenda at the time the Council takes up each specific agenda item.*
4. **City of Blue Lake Planning & Parks and Recreation Commission Appointments-Action**
5. **Resolution Number 1216-Tri Counties Bank Master Treasury Agreement Renewal-Action**
6. **Website Review and Discussion-Discussion**
7. **Social Media Policy and Public Communication-Discussion**
8. **Council Correspondence**
9. **Consent Agenda:**
 - a. February 28, 2023 Meeting Minutes
 - b. Warrants and Disbursements
10. **Reports of Council and Staff**
 - a. City Manager Report
11. **Future Agenda Items**
12. **Adjourn**

A request for disability-related modification or accommodation, including auxiliary aid or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting, by contacting City Manager Amanda Mager, 668-5655, at least 24 hours prior to the commencement of the meeting.



CITY OF BLUE LAKE

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Blue Lake, CA 95525
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AGENDA REPORT

Item #: 4
Date: March 28, 2023
Item Subject: City of Blue Lake Commission Appointments
Submitted By: Mandy Mager, City Manager

General Information:

The City of Blue Lake has received applications for open positions on the Parks and Recreation Commission and the Planning Commission. Jen Soderfelt has applied for the Parks position and Elaine Hogan has applied for the open seat on the Planning Commission.

Jen Soderfelt has served as a Parks Commissioner for several years and Elaine Hogan is a former Councilmember and former Planning Commissioner. Both applicants have been active commission participants and have demonstrated knowledge in their areas of application.

Background Material Provided: Commissioner applications.

Fiscal Impact: N/A

Recommended Action: Appoint Elaine Hogan to the Planning Commission and Jen Soderfelt to the Parks and Recreation Commission.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:



CITY OF BLUE LAKE

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Council/Commission/Committee Application

Council/Commission/Committee for which you are applying: Parks + Recreation

Name: Jenn Soderfelt

Address: Heights Rd. McKinleyville, CA 95519

Primary Phone: (707) Alternat Phone: (707)

Email: @humboldt.edu

Educational Background (Last Year Completed): Post Grad.

Length of time in Blue Lake: 10 yrs.

Present Employer: Blue Lake Union Elementary School

Job Title: Teacher

On a separate piece of paper, please answer the following questions as **thoroughly** as possible:

1. What community organizations are you currently involved with?
2. What unique skills or qualifications do you bring to the position?
3. What do you view as the main goal/purpose of this Council/Commission/Committee?
4. How do you think you can contribute towards this goal/purpose?

Please plan to attend the Council meeting when the selection(s) for this position will be made. Be prepared to answer additional questions that the Council may have. Applicants for Council positions must be a City resident and a registered voter. Eligibility for other Commission/Committee positions is set by Ordinance. Please contact City Hall with additional questions.

City of Blue Lake
Parks & Recreation Commission Application Questions

Jenn Soderfelt

- 1) What community organizations are you currently involved with?

Currently, I am a commissioner of the Parks and Recreation commission and am looking forward to the opportunity to renew my position if possible. I am also a teacher at Blue Lake School. Pre-Covid, my family and I were involved with the Blue Lake Little League.

- 2) What unique skills or qualifications do you bring to the position?

Prior to my position as a teacher, I held the Program Supervisor position for Center Activities, the outdoor and leisure programming facility at CalPoly Humboldt. Through this role, I helped plan, design, implement and maintain recreational activities to benefit both the campus and surrounding community. This included facility rentals and maintenance, equipment rentals and maintenance, community outreach, marketing, event planning, and staff hiring/training for the programs. Through my 20+ years of work with this organization, I have gained a strong background in the considerations needed to run a successful recreation program.

I have also had the amazing opportunity to work with international students through another position at CalPoly Humboldt. As the Associate Director for the program, I was responsible for overseeing the English Language academic instruction, as well as offering programs to “enhance the American experience”. These activities included various recreational excursions (both outdoor and leisure experiences), as well as coordinating with various community organizations to offer a well-rounded perspective of living in Humboldt County.

In my current position as a teacher at Blue Lake School, and a 10+ year resident of the Glendale area, I have a good insight to the Blue Lake community. As a parent, and through my connection to the school, I have a thorough idea of what could benefit the families of Blue Lake. In particular, I have many ideas of how the City recreation program can partner with the school, and have a direct connection to help move things forward to fruition.

- 3) What do you view as the main goal/purpose of this Commission?

The main goal and purpose of the Parks and Recreation Commission is to help advise the City Council as to the activities promoted through the City of Blue Lake, the use of City recreational facilities, and additions to the overall recreation programming for Blue Lake. This commission is designed to promote recreational activities, assess the needs of the community, and to inform the City Council of project parameters.

- 4) How do you think you can contribute towards this goal/purpose?

As a commissioner, I feel that I bring a wealth of experience and knowledge to the table. I am creative, and often come with a plethora of ideas. As a member of the Blue Lake community, I feel deeply and passionately about recreational stewardship and look forward to the potential of continuing my efforts through this commission.



CITY OF BLUE LAKE

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City of Blue Lake Commission Application

Commission That You Are Applying For: Planning Commission	
Name: Elaine Hogan	
Residence Address: Greenwood Ave, Blue Lake	
Primary Phone No.:	Alternate Phone No.:
Email Address: @gmail.com	
Educational Background (Last Year Completed): Master's in International Development	
Length of Time Living/Working in Blue Lake: 6+ years	
Present Employer: Humboldt County, DHHS Public Health	
Job Title: HHS Program Services Coordinator	
Position Applying for:	Commissioner: <input checked="" type="checkbox"/> Advisory Member: <input type="checkbox"/>

On a separate piece of paper, please provide detailed answers to the following questions:

- What community organizations are you currently involved with?*
None currently.
- What unique skills or qualifications do you bring to the position?*
Previous Planning Commissioner and City Councilmember, experience in policy work and planning through County position.
- What do you view as the main goal/purpose of the Commission?*
To ensure our zoning code and planning documents reflect the values & vision of Blue Lake while meeting state requirements
- What contribution(s) can you make to the goal/purpose of the Commission?*
I'm comfortable reviewing policies and proposed projects to make sure they're in alignment. I'm easy to work with and enjoy collaborating with others and hearing different viewpoints.



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AGENDA REPORT

Item #: 5

Date: March 28, 2023

Item Subject: Resolution No. 1216-Treasury Management Agreement Renewal

Submitted By: Mandy Mager, City Manager

General Information:

The City of Blue Lake maintains financial accounts with Tri Counties Bank; the City was recently notified that the City’s Treasury Management Agreement is up for renewal, and as such, the bank is requiring a resolution identifying the City’s appointed representative and the resulting authorities.

The City has designated the City Manager to conduct the financial transactions for the City, including the designation of key staff authorized to complete various transactions for the City. Transactions include deposits, positive pay authorizations, transfers, online account management duties, reporting, check authorizations, etc...

The attached resolution is required by Tri Counties Bank in order to continue account management services. Staff recommends designating the City Manager as the authorizing agent, with the authority to sign the management agreement and designate specific authorities to key personnel.

Background Material Provided: Treasury Management Agreement, Resolution 1216

Fiscal Impact: N/A

Recommended Action: To designate the City Manager as the authorizing agent for the City, with the authority to designate personnel for key positions with specific authorities; and authorize the Mayor to execute Resolution Number 1216 designating as such .

Review Information:

City Manager Review: x Legal Review: Planner Review: Engineer:

Comments:

RESOLUTIONS FOR ACCEPTANCE OF TREASURY MANAGEMENT SERVICES



CITY OF BLUE LAKE (the "Company")

I/we, the undersigned ("Undersigned"), herby certify to Tri Counties Bank ("Bank") that the undersigned am/are the individual owner of the sole proprietorship, or the secretary of the corporation, or all the general partners, or all the members (if management is by members), or all the managers (if management is by the managers), or all the representatives of the governing body of the Company, and designated keeper of the records and minutes of the Company.

WHEREAS, the following is a true and correct copy of Company Resolutions duly adopted by the Board of Directors (if a corporation), the partners (if a partnership), members/managers (if a limited liability Company), proprietor (if a sole proprietorship) or other governing authority of the Company at a meeting held on the ____ day of ____, 20, at which a quorum was present and acting throughout, or adopted by the written consent of a majority of those entitled or required to act to bind the Company, and that such Company Resolutions are in full force and effect and have not been amended, modified or repealed;

WHEREAS, the Company has reviewed and approved the Tri Counties Bank Acceptance of Treasury Management Services, pursuant to which the Company agrees to be bound by the Tri Counties Bank Master Treasury Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same, which apply to the services designated by Company in the Acceptance (collectively referred to herein as the "Acceptance") to be entered into by and between the Company and Tri Counties Bank ("Bank");

WHEREAS, defined terms in this document shall have the meaning provided in the Acceptance, unless otherwise provided herein; and

WHEREAS, the Company has determined that it is in the best interests of the Company to enter into the Acceptance in connection with the Services and subject to the terms and conditions of the Acceptance, as amended from time to time.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- (i) The Company finds that it is in the best interest of the Company to enter into the Acceptance, as amended from time to time;
- (ii) The Company authorizes and appoints Amanda Mager to execute and deliver the Acceptance;
- (iii) The foregoing named person is authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance; and
- (iv) The authority given above will continue, and the Bank may rely on the actions of such person referred to above, until such time as the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same. All acts and deeds taken by such person referred to above shall be deemed the act and deed of the Company for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Company under the Acceptance.

The Undersigned hereby certify under penalty of perjury under the laws of the state of California that the forgoing resolutions were duly and legally adopted by the governing body of the Company and that said Resolutions have not been revoked and are currently in full force and effect:

Signature: _____
 Title: Mayor
 Print Name: Adelene Jones
 Date: _____

Signature: _____
 Title: City Manager / City Clerk
 Print Name: Amanda Mager
 Date: _____

Signature: _____
 Title: _____
 Print Name: _____
 Date: _____

Signature: _____
 Title: _____
 Print Name: _____
 Date: _____

Ayes
NAYS,
Absent.

Date :

City clerk :

Mayor :

1. INTRODUCTION.

Client has caused one or more Acceptance of Master Treasury Agreement (each, an “Acceptance”) to be signed by one or more Executing Representatives, each such Acceptance is applicable to the enumerated services (“Service(s)”) to be performed by Tri Counties Bank (“Bank”), subject to Bank’s approval. The Services are more specifically described in the following, as updated from time to time: (i) the Acceptance(s); (ii) the service descriptions to the Master Treasury Agreement (“Master Agreement”), including any schedules, and exhibits to the same (collectively, “Service Descriptions”); and (iii) user guides, user manuals, set-up forms and other user materials, including online terms and information (collectively, “Supporting Documents”). The Master Agreement and each Service Description may include exhibits, appendices, schedules or similar materials, which form a part of the Master Agreement and Service Description, respectively. Any reference to the Master Agreement shall be deemed to include the Master Treasury Management Services Agreement, the Acceptance, the respective Service Descriptions, and the Supporting Documents, unless otherwise stated each of which may be amended from time to time. Unless otherwise agreed in writing, the Master Agreement including the Service Descriptions and Supporting Documents will be deemed accepted by Client upon provision by Bank of a Service to Client and continued use of such Service after any modification thereto.

The terms and conditions of the Master Agreement apply to the Services, and Client’s deposit accounts held at Bank which Client uses for transactions associated with the Services, in addition to the account deposit terms and conditions otherwise applicable to Client’s accounts with Bank. Unless otherwise provided, to the extent any provision of the Master Agreement conflicts with a Service Description, the provision of the Service Description will control. To the extent any term or provision of the Master Agreement conflicts directly with any term or provision of the applicable deposit account terms and conditions or the Supporting Documents, the provision of the Master Agreement (including any Service Description) will control. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit account terms and conditions governing the account, including but not limited to transfer limitations, as amended by the Master Agreement. The term “may,” when used in reference to action by Bank, is permissive and means that Bank reserves the right or is allowed, but not required, to take any action or inaction. Unless expressly provided otherwise, all references to time will be Pacific Standard Time.

2. SECURITY PROCEDURES; COMMUNICATIONS.

- (a) Client and Bank may agree to certain procedures and security devices, which may include without limitation, codes, encryption, passwords, and other security devices, systems and Software (referred to individually and collectively, “Security Device(s)”) designed to verify the authenticity of information (including without limitation transaction information), instructions, orders (including without limitation payment orders) and other communications relating to a Service (each a “Communication”). The term “payment order(s)” includes payment orders, as defined in Division 11 of the California Commercial Code. In this regard, application of the procedures and Security Devices to authenticate a Communication will be collectively referred to as the “Security Procedures” in the Master Agreement. If Bank takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. Client understands and agrees that Bank will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers. As between Bank and Client, any transaction resulting from a Security Procedure which has been previously agreed upon between Bank and Client shall be deemed authentic for all purposes, and accordingly Client shall be bound thereby.
- (b) Before using a Service and before sending a Communication to Bank, Client will review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable

method for verifying whether a Communication is that of Client. As part of the review, Client will consider the size, type, and frequency of Communications Client normally makes or anticipates making, along with such other factors as Client may deem relevant or appropriate.

- i) *Commercially Reasonable Procedures.* If the size, type or frequency of Communications made by Client changes such that the Security Procedures in use by Client no longer provide a commercially reasonable method of providing security against unauthorized Communications, Client shall immediately notify Bank.
 - ii) *Supplemental Security Devices.* Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all of the Services may be limited or denied entirely. The term "Security Devices" will include any supplemental authentication tools that are offered by Bank and used by Client. Client's continued use of any modified Security Procedures will evidence Client's agreement that the modified Security Procedures are commercially reasonable for Client.
 - iii) *Client Responsible for Verified Communications, Even if Unauthorized.* If Bank acts on a Communication in compliance with the Security Procedures, then Client will be obligated on the Communication, and it will be treated as Client's Communication, whether or not authorized by Client.
 - iv) *Client Responsible for Communications Actually Authorized.* Regardless of whether or not Bank complied with the Security Procedures, any Communication received by Bank will be treated as Client's and will bind Client if the Communication is delivered to Bank directly or indirectly by any Authorized Representative (as defined below), or if Client would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if Bank had complied with the Security Procedures.
- (c) Client will use and safeguard the Services, Security Devices, Security Procedures, Supporting Documents, and the Software (if applicable) in accordance with this Master Agreement. In connection with such safeguarding obligations, Client will implement and maintain physical, technical, and administrative controls and procedures sufficient to prevent impermissible or unauthorized access to or use of any Service, Supporting Document, Security Device or Security Procedures. Without limiting the foregoing and to the extent any of the Services utilize an electronic interface, Client agrees to use and maintain at all times up-to-date antivirus software, properly configured firewalls and otherwise to use commercial "best practices" to prevent Client's computers or other electronic interfaces from being compromised, including by virus, trojan horse or other malware. Client expressly acknowledges that any wireless access to the Services initiated by Client may not be secure and, in such cases, Client assumes the risk associated with unauthorized access to the Services and any information contained therein, resulting from such wireless connectivity.
- (d) Client agrees to immediately notify Bank if Client knows or suspects that a Security Device or other information pertaining to the Security Procedures is stolen, compromised, or misused. Client acknowledges that Bank's ability to reverse fraudulent electronic transfers is extremely limited, and in many cases impossible. Client acknowledges that Bank is not an insurer of Client against losses associated with unauthorized activity associated with the Services and that Client has an independent responsibility to ensure the integrity and security of Client's systems and to determine whether Client should obtain appropriate insurance coverage to protect against unrecoverable losses.
- (e) Client assumes all risks associated with disclosure of any part of the Security Procedures, including a Security Device, to its employees. Client agrees to limit disclosures of Security Devices to those employees or agents it will authorize to access the Services on Client's behalf, or who have a specific

need to know. Client agrees to follow all requirements and guidance that may be outlined in the Service Descriptions or Supporting Documents provided or made available to Client, including but not limited to password change policies and practices. Without limiting the foregoing, Client further agrees to require authorized persons to create new passwords at reasonably frequent periods, based on Client's assessment of the security requirements appropriate for the Services utilized by Client, or as otherwise directed by Bank. Client agrees to promptly change security codes and level of authority, as applicable, in the event of any change in personnel or when reasonably prudent to do so.

- (f) If applicable, Client may be required to select in the Acceptance, or Supporting Documents, a means of communicating with Bank in connection with a particular Service (each, a "Communication Link"). Multiple Communication Links may be selected for certain Services, as more specifically described in the Service Description and/or Supporting Documents. Information and instructions may be sent and received by Client through those Communication Links.
- (g) Bank may act on a Communication by reference to the account number only, even if the name on the account is also provided and even if the account number does not actually correspond to the name.
- (h) Bank is not obliged to act on a Communication that is not transmitted in accordance with the Security Procedures. Bank may act on an incomplete Communication at its sole discretion, including but not limited to if in Bank's reasonable opinion, it contains sufficient information. Bank has no duty to discover, and shall not be liable for, errors or omissions made by Client or the duplication of any Communication by Client.
- (i) Bank may delay or refuse to execute any Communication or process any requested Service. Bank may do so for any reason or for no reason. Bank may provide notice to Client of such delay or refusal, but is not obligated to do so. Bank may delay or refuse processing of a Communication, for example, if: (i) processing would or may exceed the available funds in Client's affected account; (ii) the Communication is not authenticated to Bank's satisfaction or Bank believes the Communication may not have been authorized by Client; (iii) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (iv) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (v) processing would or may cause a violation of any laws or rules applicable to Client or to Bank; (vi) for any reason determined by Bank in its sole discretion; or (vii) for any other reason under this Master Agreement. In addition, Bank shall be excused from failing to transmit or delay a transmittal of a transaction or Communication if such transmittal would result in Bank's having exceeded any limitation upon Bank's intra-day net funds position established pursuant to present or future Federal Reserve Board ("FRB") guidelines or in Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Client agrees that Bank will have no liability to Client or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal.
- (j) If Client informs Bank that it wishes to recall, cancel or amend a Communication after it has been received by Bank, Bank may, but will not be required to, use its reasonable efforts to assist Client to do so; however, Bank shall not be liable for any loss, cost or expense suffered by Client if Bank does not, or is unable to, amend, cancel or recall a Communication. Client hereby agrees to indemnify Bank against any loss, liability, claim or expenses (including legal fees and allocated costs of Bank's in-house counsel) it may incur in connection with assisting Client to recall, cancel or amend a Communication, and Client agrees to immediately reimburse Bank for any monies paid by Bank associated with such losses, liability, claims or expenses incurred by Bank.
- (k) Client assumes the sole responsibility for providing Bank with accurate Communications in the form and format that Bank requires. Bank is not responsible for confirming Communications or for failing to detect and reject duplicate Communications. If Client provides Bank with a Communication that is

incorrect in any way, Client agrees that Bank may charge Client's accounts for any transactions related to the Communication whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions or other Communications.

- (l) Any person identified by Client in the Acceptance, Supporting Documents or any subsequent written notice delivered to Bank as authorized by Client to receive from Bank information, communications and notices regarding the Services, and authorized by Client to submit to Bank any Communications, or otherwise transact business via the Services is Client's "Authorized Representative." Additionally, the person referenced to or identified by Client in the Acceptance, Supporting Documents, resolutions, or any subsequent written notice delivered to Bank, as authorized by Client to make all agreements and sign and deliver all documents in connection with the Services is Client's "Executing Representative." If the identity of such an Authorized Representative or Executing Representative changes, Client will promptly notify Bank in writing. Bank will have a reasonable time after receipt of a notice or other communication to act on such written notice.
- (m) Bank's internal compliance, fraud control and other Bank procedures are for the benefit of Bank and create no duty to Client. Bank has no duty or obligation under this Master Agreement to inform Client if Bank is suspicious of activity, including possible breach of security by Client's Authorized Representative(s) or Executing Representative(s) or unauthorized disclosure or use of Security Devices.

3. SOFTWARE AND EQUIPMENT. The service description and/or supporting documents for each service shall describe the various means by which client may communicate with bank in connection with such service. Those means may include, without limitation, the use of computer software ("software") licensed or sublicensed by bank to client ("license") or the use of an internet connection. To the extent any of the services involve bank having granted client software license usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the service in connection with client's own business operations in accordance with the supporting documents. Client agrees to comply with the terms of any software license(s) provided to client in connection with the services. Client may not transfer, distribute copy, reverse engineer, decompile, modify or alter such software. Unless otherwise agreed by bank in writing, the computer programs, service guides, security procedures, equipment, software, and systems provided by bank to client in connection with the services represent bank's proprietary property, including intellectual property, and must be returned to bank upon termination of services under this master agreement, or upon request. Client acknowledges and agrees that the software and content used by bank in the operation and provision of the services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included as part of the services and bank's name and product names and the website's url (collectively, by the "intellectual property"), are owned by bank and bank's licensors. As such, client will not gain any ownership or other right, title or interest in or to such intellectual property by reason of the agreement or otherwise.

Unless otherwise provided in the master agreement, client is responsible for providing and maintaining any equipment that is necessary for the services, such as telephones, terminals, modems, computers, and software (collectively "equipment"). Client agrees to use equipment that is compatible with bank's programs, systems, and equipment, which bank may change from time to time. Bank assumes no responsibility for the defects or incompatibility of any equipment that client uses in connection with the services, even if bank has previously approved their use. Bank makes no warranty, express or implied, in law or in fact, including but not limited to any implied warranty of fitness for a particular purpose or of merchantability, with respect to the services, or any computer programs, equipment or software made available by bank to client or otherwise used by client. Client agrees to notify bank promptly if any software or equipment bank provides to client becomes inoperative. Bank's sole responsibility (if any) in such instances will be to use its best efforts to repair or replace the inoperative software or equipment that bank provided to client.

4. CLIENT CONDUCT. Client agrees not to use the services or the content or information in any way that would: (i) infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent including, but not limited to, use of the service to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for bank or its affiliates or service providers, or cause bank to lose (in whole or in part) the services of any of its service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the service; or (ix) use the service in such a manner as to gain unauthorized entry or access to the computer systems of others. Without limiting the generality of the foregoing, client agrees not to: (a) make the service available, or allow use of the service, in a computer bureau service business, or on a timesharing basis; or (b) otherwise disclose or allow use of the service by or for the benefit of any third party.
5. CLIENT REPRESENTATIONS. Client represents and warrants to bank that:
- (a) It is duly organized and validly existing, and is in good standing in every jurisdiction where required;
 - (b) Client's execution, delivery, and performance of this Master Agreement and the transactions contemplated herein have been duly authorized by all necessary action and do not: (A) violate any provision of any applicable law, rule or regulation (including but not limited to any licensing requirement(s) or of Client's charter or bylaws or other governing documents, as applicable), or (B) result in the breach of, constitute a default under, or require any consent under any agreement or instrument to which Client is a party or by which Client is bound;
 - (c) The Executing Representatives executing and delivering this Master Agreement and the Acceptance for and on behalf of Client, are duly authorized to do so;
 - (d) Any Communication or authorization required in connection with this Master Agreement and each Service Description has been provided by an Authorized Representative. Bank may rely upon the authority of each Authorized Representative for purposes of this Master Agreement and Service Descriptions until Bank has received written notice acceptable to Bank of any change of personnel designated by Client as an Authorized Representative, and Bank has had a reasonable time to act thereon (after which time Bank shall rely upon the change);
 - (e) Any act required by any relevant governmental or other authority in connection with this Master Agreement has been or will be done (and will be renewed if necessary);
 - (f) Client's performance under this Master Agreement and use of the Services will not violate any applicable law, regulation or other requirement;
 - (g) This Master Agreement is a legal, valid, and binding obligation of Client;
 - (h) Client is not, and agrees not to take any action that would result in Client being deemed or treated as, a money services business under any applicable state or federal law, except to the extent that Client has specifically and in writing previously informed Bank that Client is a money services business and Bank's express prior written consent to provide Services to Client;
 - (i) Unless otherwise agreed to in writing by Bank, the accounts established by Client with Bank and the Services utilized by Client in connection with the accounts will only be used for business purposes and not for personal, family or household purposes; and
 - (j) Client agrees that it shall be deemed to make and renew each representation and warranty made in this Section on and as of each day on which it uses the Services. Client will inform Bank in writing

immediately upon Client's becoming aware of facts or circumstances that cause (or with the passage of time would result in) any representation or warranty given by Client to cease to be true and correct. Client will provide such information or documentation as Bank may request from time to time to demonstrate compliance by Client with Client's representations and warranties, or other obligations of Client under this Master Agreement.

6. SERVICE LIMITATIONS. Client acknowledges that the services may be subject to system and other limitations, including bank-imposed limitations, which may include dollar, frequency, activity and other limits. Bank reserves the right, in its sole discretion, with or without prior notice, to alter any limitations established for Client. Client agrees not to exceed or otherwise violate any service limitations, including dollar, frequency, activity or other limits.
7. COMPLIANCE. Client agrees to comply with all state and federal laws, rules, and regulations, as may be amended from time to time, applicable to Client and to its use of the Services (collectively, "Laws"), including the operating rules of all systems and networks, as may be amended from time to time, used to provide Services to Client (collectively, "Rules"), and to promptly provide evidence reasonably satisfactory to Bank of the same if requested by Bank. Without limitation, Client agrees and acknowledges that the Services may not be used by Client in violation of, and must comply with, the Laws and Rules, including sanctions laws administered by the Office of Foreign Asset Controls. Client agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. Client acknowledges and agrees that the Software used to access the Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations, as may be amended from time to time (collectively, "Acts").

Nothing in this Master Agreement is intended to, nor shall it be interpreted to relieve Client of any obligation Client may have under the Laws, Rules or Acts. If this Master Agreement is in conflict with the Laws, Rules or Acts, as may be amended from time to time, then this Master Agreement is deemed modified only to the extent necessary to allow or require Client to comply with the Laws, Rules, and Acts. Client will implement and maintain procedures, including retention of legal counsel or compliance services, to ensure that Client is able to comply with all current Laws, Rules, and Acts, including any future changes to them. Bank is not obligated to provide information, updates or notice of or regarding the Laws, Rules, or Acts even if Bank is aware of the same and of the potential for material impact on Client and Client's use of the Services, and Client's indemnification and other obligations to Bank are not relieved or reduced by Bank's not providing the same to Client. If Bank does provide information, updates or notices of or regarding the Laws, Rules or Acts to Client, Bank is not responsible for the accuracy, timeliness or currency of the same and may discontinue doing so at any time and without notice.

8. DELAYED PROCESSING. In addition to any allowances provided to Bank in any other agreement Bank has with Client, Client agrees that Bank may delay posting of an inbound credit to Client's account(s) held at Bank, or delay the processing of an outbound transaction from Client's account(s) held at Bank, when the delay is due to a suspicion that the transaction may be in violation of applicable Law, Rule or Act, or the transaction is otherwise under review by Bank. Notice of such delayed processing shall be provided when required by applicable law.
9. ACCOUNT DESIGNATIONS. For certain Services, Client may be required to designate one or more accounts to facilitate the particular Service.
10. SUFFICIENT FUNDS. Client agrees to maintain sufficient available funds (as determined under Bank's funds availability policy) in Client's accounts accessible via the Services to cover all transactions requested through the Service and applicable fees, or such higher amounts as Bank may specify from time to time. Client acknowledges that Bank does not control intermediary banks or other third parties, including intermediary banks chosen by Bank, and that Bank does not control whether intermediary banks deduct fees as part of the processing of transfer requests. Client agrees that Client's funds may be held by Bank

for a period of time during the term of a Service Description and following termination of the Services, to protect Bank against any possible losses relating to the use by Client of the Services, including such reasonable time after closure of Client's account(s), if Bank deems such hold is necessary to prevent a loss. If Bank does hold funds, Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in accordance with the applicable deposit account terms and conditions. If Client does not have sufficient or available funds or credit in Client's account for which a particular transaction was requested, Bank may charge any account of Client's held at Bank to cover the cost of the transaction, as well as any corresponding fees. Client's obligation to pay Bank remains immediately due and payable whether or not the rejected, returned or adjustment entry was processed in accordance with any requirement of any laws or rules applicable to any party other than Bank and notwithstanding that Bank or Client may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Master Agreement shall be construed as Bank's commitment or obligation to lend Client money.

11. FEES AND AMOUNTS DUE. Client agrees to pay Bank the fees prescribed by Bank, including those provided in Bank's current fee schedule for each of the Services, a copy of which is available upon request (each a "Service Fees Schedule"), as well as all amounts otherwise due under the Agreement. Unless other arrangements are made for payment of such fees and other amounts due, Client agrees that Bank may without prior notice or demand automatically debit any account maintained by Client with Bank in the amount of such fees and other amounts due. Bank does not in any way extend credit to Client under this Master Agreement. Bank may amend the Service pricing from time to time and Client's continued use of the Service(s) shall be deemed acceptance of such change(s). Certain prices are subject to change without prior notice. Special or additional Services performed at Client's request will be subject to additional terms and fees. If accounts are analyzed, Client may be able to use available earnings credit to offset certain charges related to the Services. If analyzed accounts contain funds belonging to third parties, Client represents that use of any related earnings credit is not limited by law, regulation or agreement with such third parties. In addition to the fees and other amounts due for the Services, Client agrees to pay for all taxes, tariffs, and assessments levied or imposed by any government agency in connection with the Services, the Master Agreement, and any Software or equipment made available to Client (excluding any income tax payable by Bank). Client is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If Client is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest or other amounts, on account of tax or other charges, Client shall withhold the same and pay it to the relevant authority, and shall pay Bank such additional amount as may be necessary to ensure Bank receives an amount equal to the amount it would have received had no such deduction been made. Interest will accrue on any amount due to Bank from the date the amount becomes due until paid at the annual rate of 2.000% over an Index Rate as it may change from time to time which is the Bank Prime Rate. The Bank Prime Rate is not necessarily the lowest rate charged by Bank on its loans. Bank may designate a substitute index after a notice to Client. The interest rate change will not occur more often than each day. NOTICE: Under no circumstances will the interest rate on this Master Agreement be less than 7.00%. The annual interest rate for this Master Agreement is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.
12. FINES OR PENALTIES. Client will reimburse Bank for any fines or penalties (and any associated costs, including reasonable attorneys' fees, allocated costs of in-house counsel, and expenses) imposed on or assessed against Bank by any Federal Reserve Bank, any network operator, any state or federal regulatory agency or other US or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over transactions facilitated using the Services, when the fine, penalty or other expense is caused by or related to Client's data or use of the Services. Such amounts are immediately due and payable by Client without demand. Client's obligation to pay Bank remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance

with any requirements of the Rules or Laws or any laws applicable to any party other than Bank and notwithstanding Bank or Client may have a claim against another for breach of the same.

13. NOTICES. Except as otherwise provided in this Master Agreement, all notices and other communications by Client to Bank shall be in writing and, addressed to:

Tri Counties Bank
63 Constitution Drive
Chico, CA 95973

or at such other address as Bank may specify in writing. Notices and communications to Client may be mailed or sent to Client electronically at the statement, email or mailing address shown for Client in Bank's records. Any notice or communication sent by Bank to Client, whether electronic or written, will be deemed given and effective when sent or otherwise made available to Client, or as otherwise stated in the notice or communication. Client further acknowledges and agrees that certain notices and communications may be provided to Client by telephone, facsimile or electronic transmission at the telephone number, facsimile number or other location or number as shown in Bank's records. Client agrees to promptly notify Bank (in a form acceptable to Bank) whenever Client's email address, physical address, mobile phone number or other contact information changes.

Any notice, instruction, Communication or other communication sent by Client to Bank will be effective when Bank has actually received and has had a reasonable time to act on the notice, instruction, Communication or other communication. Notwithstanding anything to the contrary herein, Bank may rely on all notices, instructions, Communications, and other communications sent to Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, Bank is entitled to rely on any notice, instruction, Communication or other communication believed by Bank in good faith to be genuine or to have been signed or authorized by an Authorized Representative of Client.

Client agrees to access the Services from time to time, in no event less than monthly, to access notices, communications, and information made available by Bank.

14. CONTENT.

- (a) Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates this Master Agreement, or contains content, including viruses, that may interfere with the operation of Bank's website or other systems. Bank shall have the right, but not the obligation, to disclose content to any third party if required by law or if Bank believes reasonably necessary, including but not limited to: (i) comply with legal process; (ii) enforce this Master Agreement; (iii) respond to claims that any content violates rights of third parties; or (iv) protect Bank's rights, properly, or personal safety, or those third parties.
- (b) The Services may allow Client to access content originally provided or operated by third parties acting on Client's behalf (collectively referred to as "third party content," unless otherwise provided herein). Unless Bank tells Client otherwise in writing, Bank does not operate or monitor any such content including any of the information, products or services provided or operated by third parties. Client acknowledges and agrees that: (i) Client accesses and relies on such third party content at Client's own risk; (ii) Bank makes no endorsement of, and assumes no responsibility for, third party content uploaded or inputted to the Services by third parties; (iii) although Bank may have a contractual or other relationship with the providers of third party content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or the data they make available. Client agrees to hold Bank harmless in connection with all of the foregoing.

Without limiting the foregoing, Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any third party content that Client or others upload to the Services or otherwise provide to Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity associated with the same. Bank will not have a duty to interpret or evaluate any third party content transmitted to Bank or through Bank's website or the Services, except to the limited extent, if any, set forth in this Master Agreement. Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any third party content Bank receives from Client or third parties. Bank will not have a duty to notify Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content, even if Bank has reason to know of its existence.

15. LIMITATION ON LIABILITY; INDEMNIFICATION. Bank's duties and responsibilities shall be limited to those set forth in this Master Agreement. In no event shall Bank be liable for: (i) any punitive, indirect, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, vendor, processor, third-party servicer or vendor used by Client or Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) Client negligence or breach of any agreement with Bank; (iv) any loss, including but not limited to debits from Client account(s), cost, expense, or damage to Client in connection with any Communication Link, Software, or any technical computer service, including Software installation or de-installation performed by Bank or Client or any third party designated by Bank or Client, or Client's or Bank's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to Bank; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in Client's account to complete a transaction; (viii) Bank's inability to confirm to its satisfaction the authority of any person to act on Client's behalf; (ix) Client's failure to follow any applicable software manufacturer's recommendations or Bank's Service instructions; or (x) any Internet sites related to the Services or maintained or operated by Bank or the use thereof or the inability to use such sites by any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus or line or system failure, even if Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses. There may be other exceptions to Bank's liability, as stated in Client's account or other service agreements with Bank. Without limiting the foregoing, Bank will not be responsible for determining the compatibility of any installed Software with other system components or for any failure of any technical servicing or Software installation to provide access to the particular Service which the technical servicing or Software installation was intended to make available.

Bank's liability and Client's sole remedy for any cause not otherwise excluded herein and regardless of what form of action will be limited to actual direct damages sustained by Client, but in any event only to the extent that such damages resulted from Bank's gross negligence or willful misconduct, will not exceed the lesser of: (i) the total of monthly charges for the Services in question for the twelve months immediately preceding the cost or loss; or (ii) actual damages. Any claim, action or proceeding by Client to enforce the terms of this Master Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs (or such shorter period as may be provided by the deposit agreement and disclosures provided in connection with the account(s)). Client agrees to cooperate with Bank in any loss recovery efforts Bank undertakes to reduce any loss or liability that arises in connection with the Services. Client acknowledges that Service fees have been established in contemplation of: (A) these limitations on Bank's liability, (B) Client's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (C) Client's agreement to assist Bank in any loss recovery effort.

Subject to the foregoing limitations, Bank's liability for loss of interest, if any, resulting from Bank's error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal

Reserve Bank of New York for the period involved. At Bank's option, payment of such interest resulting from or arising out of any claim of any person that Bank is responsible for any of Client's or any third party's acts or omissions, may be made by crediting any of Client's accounts.

Client agrees to indemnify and hold Bank, its affiliates, licensors, processors, third-party contractors and vendors, and their respective directors, officers, shareholders, employees and agents, harmless from and against any and all claims, loss or damage of any nature whatsoever (including but not limited to attorneys' fees and court costs) arising directly or indirectly out of: (i) the wrongful acts or omissions of Client, or any person acting on Client's behalf in connection with Client's use of the Services, including without limitation (A) the breach by Client of any provision, representation or warranty of the Master Agreement, (B) the negligence or willful misconduct (whether by act or omission) of Client or its clients or any third party on behalf of Client, (C) any misuse of the Services by Client, or any third party within the control, or on behalf, of Client, (D) the failure by Client to comply with applicable state and federal laws and regulations, or (E) any fine, penalty or sanction imposed on Bank by any clearing house, or any governmental entity, arising out of or connected with the Services; (ii) any act or omission of Bank that is in accordance with the Master Agreement or instructions from Client; (iii) actions by third parties, such as the introduction of a virus that delays, alters or corrupts the transmission of an image or communication to Bank; (iv) any loss or corruption of data in transit from Client to Bank; (v) any claim by any third party claiming that such third party incurred a loss due to the Service; or (vi) any claims, losses or damages resulting from Client's breach of, or failure to perform in accordance with, the terms of this Master Agreement. This indemnity will survive the termination of this Master Agreement. Client agrees that it will not assert any claims against Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication Link, Software or Client's possession or use thereof or any technical computer service including, but not limited to, Software installation or de-installation performed by Bank.

16. EXCLUSION OF WARRANTIES. Client acknowledges that the services are provided on an "as is" and "as available" basis. Bank is not responsible for any errors or omissions in or to any information resulting from client's use of the services. Bank makes no, and expressly disclaims all, warranties (express or implied) regarding client's use of the services and the equipment, including the warranty of title and the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, bank disclaims any warranties regarding any software, any communication link, the operation, performance or functionality of the services and the equipment, including any warranty that the services and the equipment will operate without interruption or be error free. Client acknowledges that there are security, transmission error, and access availability risks associated with using the services and assumes all risks relating to the foregoing.
17. FORCE MAJEURE. Notwithstanding any other provisions of this Master Agreement, Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under this Master Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in Bank's control. Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by Bank from Client, another financial institution, or any other third party. In addition, Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future FRB guidelines or in Bank's otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. Bank shall not be liable for any failure to perform any of its obligations under this Master Agreement if

such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which Bank is required to act, as shall be determined in Bank's sole discretion.

18. CUT-OFF HOURS. A number of Bank's Services are subject to processing cut-off times. Communications received after the cut-off times or on a non-business day will be deemed received as of the next business day. Alternatively, some Services may require Client to resubmit a Communication when it is received after the cut-off time or on a non-business day. Current cut-off times can be found at www.tcbk.com/business/cutoff-times.
19. RECONCILIATION. Client will inspect all information made available by Bank in connection with the Services. Client agrees to promptly, by telephone and in writing, notify Bank of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by Bank. To the extent not expressly prohibited by applicable law, if Client fails to promptly notify Bank of any such error or discrepancy, in any case no more than 30 days from the date on which such information is made available to Client, then Client agrees that Bank will not be liable for any losses resulting from Client's failure to give such notice or any resulting loss of interest relating to any transactions. Without limiting the foregoing: (i) if Client fails to notify Bank of any such error or discrepancy within one year of the date on which such information is made available to Client (or such shorter period as may be provided by the deposit agreement and disclosures applicable to the account(s)), then Client shall be precluded from asserting such error or discrepancy against Bank; and (ii) Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.
20. PROVISIONAL CREDIT. Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.
21. DISPUTE RESOLUTION.
 - (a) No Jury Trial. To the extent allowed by law, if a dispute arises between Client and Bank regarding this Master Agreement or any service contemplated hereunder, Client and Bank each waive any right they may have to request a jury trial.
 - (b) Judicial Reference. WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a reference to a private judge, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of Butte County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Butte County, California; and the parties hereby submit to the jurisdiction of such court. The referenced proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedures Section 638 through 645.1

inclusive (or their successor statutes). The private judge shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a judge has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the Butte County, California Superior Court for such relief. The proceeding before the private judge shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceeding. The parties shall be entitled to discovery, which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The private judge shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceeding in the same manner as a trial court judge. The parties agree that the selected or appointed private judge shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to the California Code of Civil Procedure Section 644(a). The decision of the private judge shall then be appealable as if made by the court. The private judge shall also determine all issues relating to the applicability, interpretation, and enforceability of this paragraph. If Client and Bank do not agree on how the payment of the private judge's fees and expenses will be shared, the court may apportion such fees and expenses between Client and Bank in a fair and reasonable manner that is consistent with the Code of Civil Procedure Section 645.1. No provision of this section shall limit the right of any party to exercise self-help remedies, to foreclose against or sell any real or personal property collateral or to obtain provisional or ancillary remedies, such as injunctive relief or appointment of a receiver, from a court of competent jurisdiction before, after or during the pendency of any reference proceeding. The exercise of a remedy does not waive the right of either party to resort to reference pursuant to the Master Agreement.

22. CONFIDENTIAL INFORMATION. Unless otherwise provided in the service descriptions, all supporting documents and software provided pursuant to this master agreement constitute bank's, its contractors or vendors, or bank's agent's confidential information ("confidential information"). Bank, its contractors or vendors, or bank's agent (as applicable) will remain the sole owner of all such confidential information, and client will not acquire any interest in or rights to the confidential information as a result of client's use of any service except as expressly set forth in the service description. Client will maintain the confidentiality of the confidential information, and will not permit its employees or agents to, disclose, copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than client's employees who have a need to use the confidential information in connection with the applicable service. Client shall notify bank immediately if client knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "unauthorized use") of any confidential information, and if client is responsible for the unauthorized use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further unauthorized use of the confidential information and obtain redress for any injury caused to bank as a result of such unauthorized use. In addition, client must not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to the master agreement.

Client authorizes the transfer of any information relating to Client to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to Client (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

23. FINANCIAL INFORMATION; AUDIT AND INSPECTION. Bank may from time to time request information from client in order to evaluate a continuation of the services to be provided by bank hereunder and/or adjustment of any limits set by this master agreement. Client agrees to provide the requested financial

information immediately upon request by bank, in the form required by bank. Failure to provide requested information may result in a suspension or termination of services. Client authorizes bank to investigate or reinvestigate at any time any information provided by client in connection with this master agreement or the services and to request reports from credit bureaus and reporting agencies for such purpose.

Bank reserves the right, with prior notice to client, to enter upon client's premises from time to time during regular business hours to audit client's operations and procedures for compliance with the terms of this master agreement and the rules.

In connection with any such audit, Client agrees to furnish Bank with any documentation or information as is reasonably necessary to establish Client's compliance with the terms of this Master Agreement. If it is determined by Bank that additional procedures or controls need to be implemented by Client, Client agrees to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties.

In connection with Bank's entry on the premises of Client for the purpose of conducting an on-site audit or inspection, or in connection with providing support to Client, Bank shall not be liable or responsible to Client or any third party for any loss, bodily harm, property damage.

24. SECURITY INTEREST. Client grants bank a security interest in client's accounts to secure the repayment of any obligation that client incurs under the master agreement. The security interest provided under this Master Agreement is in addition to any other security interest bank may have in client's accounts or other assets or as may be provided in the deposit agreement and disclosures related to the account(s). This security interest will survive termination of this master agreement.
25. RESERVE ACCOUNT. Client agrees that it will, if requested by bank at any time, establish one or more reserve accounts to be maintained with bank in type (including time deposits) and amount satisfactory to bank, to serve as collateral for and to secure client's obligations to bank under this master agreement. Bank may restrict or prohibit client's access to any reserve account(s) and the funds on deposit in them, and may hold such accounts following termination of the master agreement for a period of time sufficient to protect bank against loss. Bank may increase or decrease the required reserve account amount from time to time, upon notice to client and client agrees to provide immediately available funds to cover a reserve amount requested by bank. In addition, bank may transfer funds from another account of client's, or use funds payable to client or owed by bank to client under this master agreement or due to a service, and credit such funds to a reserve account if a deficiency exists between the available funds in client's reserve account(s) and the amounts specified by bank as the required reserve amount.
26. TERM AND TERMINATION. The term of this master agreement will commence upon full execution of this master agreement and will continue in full force and effect thereafter until terminated as follows:
- (a) Client may terminate some or all of the Services under this Master Agreement, with or without cause, upon 30 days prior written notice to Bank; and
 - (b) Bank may terminate, suspend or restrict some or all of Client's access to the Services under the Master Agreement, with or without cause, at any time immediately upon notice to Client.

Any termination will not affect any obligations arising prior to termination. Upon termination, Bank will terminate Client's access to the Services, and Client will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of this Master Agreement, Client will, at its expense, promptly uninstall and remove all Software provided for the Services from its computers and return to Bank any Software, hardware and equipment provided by Bank for the Services, including the Supporting Documents, procedures, documentation and any materials relating to the Services in its

possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from Bank certify in writing to Bank that all such copies have been returned or destroyed. Client will be responsible and liable to Bank for the replacement cost of all lost, stolen or damaged equipment that was provided by Bank to Client in connection with the Services. Upon termination of the Master Agreement, all Services and any Licenses shall automatically terminate.

27. CLIENT RECORDS; NOT BACKUP SERVICE. This master agreement and the services are not intended to relieve client of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting, and review practices as are customarily followed by similar businesses. The services do not include, and bank does not act as, a backup, data recovery or disaster contingency service. Except as otherwise stated in this master agreement, client agrees to retain and provide to bank, upon request, all information necessary to remake or reconstruct any deposit, file, entry, transmission, transaction request or order until at least three years following receipt by bank of the deposit, file, entry, transmission, transaction request or other order affecting an account.
28. SERVICES NOT SUBSTITUTE FOR LEGAL, TAX, OR FINANCIAL ADVICE OR PLANNING. Client acknowledges that the services, bank, its employees and service providers are not providing legal, tax or financial advice or planning. The services are merely a tool for use to assist client's independent decision-making and have not been designed in contemplation of client's specific business needs or risk tolerances. Prior to making any financial decisions, communicating or taking any action with respect to information made available using the services, client represents that it will have obtained appropriate and independent legal and tax advice regarding the same.
29. BUSINESS DAYS. For the purpose of the Master Agreement, Bank's business days are Monday through Friday, excluding Saturdays, Sundays, and bank holidays.
30. ASSIGNMENT. Bank may assign its rights and delegate its duties under this Master Agreement to an affiliate or to a third party. Client may not assign any right or delegate any obligation under the Master Agreement without Bank's prior written consent.
31. RELATIONSHIP OF PARTIES. Nothing in this Master Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under this Master Agreement to create any obligation, expressed or implied, on behalf of the other party.
32. THIRD PARTIES. Client acknowledges and agrees that Bank may arrange to provide Software, if required, and/or may arrange for the Services covered by this Master Agreement to be performed or provided by third parties, including its affiliates. Client further agrees that any such party is a third-party beneficiary of this Master Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Master Agreement as if it was Bank, including, without limitation, the limitations on liability and the indemnities described in this Master Agreement. Bank's ability to provide certain Services may be dependent upon Bank's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable or Bank determines in its sole discretion, that Bank cannot continue providing any third-party network access, Bank may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, Bank will have no liability for the unavailability or delay of access.

Notwithstanding the limitations described above pertaining to third parties, if Client authorizes a third party to access the Services on Client's behalf, Client will be solely responsible and liable for all actions and inactions of said third party. Client expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. Bank will not be responsible, nor have any liability whatsoever for any services Client receives from Client's agents or third-party vendors. Bank reserves the right to require Client to

agree to additional terms and conditions as a condition precedent to Client's use of any agent or third-party vendor in connection with Client's access to the Services.

33. CREDIT CRITERIA. Bank, in its sole discretion, may, and Client hereby authorizes Bank to, perform credit reviews of Client in accordance with Bank's credit qualification criteria. Client shall, upon Bank's request, provide Bank with any credit-related information and assistance as Bank may require to perform any such review. Client agrees to provide Bank with financial statements or other information regarding Client's financial condition upon Bank's request. Failure to provide the requested information may result in suspension or termination of the Services.
34. WAIVER. Bank's failure or delay in exercising any right or remedy under this Master Agreement will not operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under this Master Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of this Master Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver, breach, right or remedy will be effective unless made in writing.
35. ELECTRONIC SIGNATURES, CONTRACTS AND RECORDS. When any payment order or other Service generates items or transactions to be charged to an account of Client, Client agrees that Bank may charge the affected account without requiring Client's signature and without prior notice to Client. Any transactions resulting from Client's instructions which Bank receives in Client's name and under Client's credentials shall be deemed to have been "a writing" and authenticated by Client "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by Bank of transactions under Client's credentials shall be deemed to have been "signed" and will further constitute an "original" when printed from records established and maintained by Bank or Bank's authorized agent in the normal course of business.

Client agrees that Bank may contract and communicate electronically with Client, including execution and retention of contracts, documents, and certifications. Client agrees not to contest the authorization for, or validity or enforceability of, Bank's electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon Bank's written request, Client agrees to manually sign or place Client's signature on any paper original of any record or "signed" document which Bank provides to Client containing Client's purported signature.

36. MONITORING, RECORDING AND RETAINING. Client authorizes Bank (but Bank is not obligated) to monitor, record electronically and retain telephone conversations and electronic communications between Client (including its purported Authorized Representatives) and Bank. Accordingly, Client agrees on behalf of itself, its employees and agents that Bank may monitor and record Client's telephone and electronic communications in connection with the Services at any time, without further notice. Bank and Client hereby agree that Bank may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with this Master Agreement, and Client hereby acknowledges the validity and legal admissibility of such telephonic or electronic recordings.
37. FINAL AGREEMENT; AMENDMENTS. This Master Agreement constitutes the final and complete agreement between Bank and Client with respect to the Services, and supersedes all other oral or written agreements, understandings, and representations pertaining to the subject matter hereto. Bank may amend, add, delete or change the terms of this Master Agreement, including but not limited to the terms of any Service Description, and the applicable fees. Bank may make such amendments, additions, changes or deletions, at any time and at Bank's sole discretion. If Bank deems it reasonably practicable to do so and if the change adversely affects Client's usage of the Service, Bank may notify Client of the change in advance.

Otherwise, Bank will notify Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. After such amendment(s), Client's continued use of the Services will evidence Client's consent to any amendments, including additions, changes or deletions.

38. AVAILABILITY. Bank may cause a Service to be temporarily unavailable to Client, either with or without prior notice, for site maintenance, security or other reasons, and Client acknowledges that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to Client. In such event, Client must make (and have done so prior to such failure) alternative arrangements for scheduled and other anticipated transactions and Client will be responsible for maintaining procedures and facilities to enable Client to do so if any of the Services are unavailable to Client. Such arrangements include, for example, issuance of paper checks, manual collection of deposits and transportation of paper items to a Bank branch. Upon notice from Bank of a failure of any software, hardware or other equipment necessary for Bank to perform in accordance with a Service Description, Client will as soon as reasonably possible deliver to Bank all data in Client's possession or under its control which Bank reasonably requests in order for Bank to continue to provide the Service.
39. HEADINGS. Headings are for reference only and are not part of this Master Agreement.
40. SUCCESSORS AND ASSIGNS. This Master Agreement is binding upon and shall inure to the benefit of Bank and Client and their respective successors and assigns. However, in all cases the applicability of this Master Agreement to any of Client's successors and assigns must be approved in an advance writing by Bank.
41. INSURANCE. If requested by Bank, Client agrees to obtain and maintain fidelity and error and omission insurance coverage in an amount reasonably satisfactory to Bank, to cover (at a minimum) losses due to action or inaction by Client, its employees and agents, or any person given access to the Services by Client (including unauthorized access by the same), and to name Bank as an additional insured on such policy. Client will provide evidence reasonably satisfactory to Bank of the existence of such insurance promptly upon request by Bank.
42. APPLICABLE LAW; SEVERABILITY. This Master Agreement shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of California, without regard to its conflict of law provisions. Even if a provision of this Master Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of this Master Agreement will not be affected or impaired by such holding.

ONLINE BANKING SERVICE DESCRIPTION



1. **ONLINE BANKING SERVICE.** Tri Counties Bank ("Bank") hereby offers its Client and Client hereby accepts the online banking service (the "Online Banking Service"). The Online Banking Service is an Internet based service that enables Client to access its accounts and to facilitate certain electronic services online, as identified in and subject to this Service Description. Bank reserves the right, without prior written notice to Client, to place, from time to time, limits on Client's right to use the Online Banking Service.

Additional Online Banking Services may be added to or removed by the Bank from time to time. Bank may allow eligible loans and lines of credit to be linked, in which case, Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Some Online Banking Services may not be available without special application to and approval by Bank, may be limited to specific types of accounts, and may require Client to agree to additional terms and conditions.

2. **MASTER TREASURY AGREEMENT; SEPARATE SERVICE DESCRIPTIONS.** This Service Description forms part of the Master Treasury Agreement ("Master Agreement") executed by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. To the extent Client is enrolled in any additional Services, Client's use of the Services will also be subject to the terms and conditions of each applicable separate Service Description. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description. An "account" shall mean any deposit or loan account Client maintains with Bank and can include all accounts and products Client uses with Bank. Client's "Account" shall mean the account(s) accessible through the Services.

3. **CUT-OFF TIMES.** A Communication received by Bank after the cut-off time on a business day, or on a day that is not a business day, may be treated by us as if it were received on the next business day. At Bank's option, however, Bank may treat it as received the same day as the day of receipt. There can be a delay between the time when Client sends a Communication to Bank and the time Bank receives it. All references to time in this Agreement shall refer to Pacific Time. Bank's current cut-off times are available at <https://www.tcbk.com/business/cutoff-times>:

4. **ACCOUNT DESIGNATION.** Client may need to designate certain accounts for specific purposes in connection with some of the Online Banking Services. If Client links more than one checking account to certain transactional services, Client will need to specify the account from which transfers should be made. Bank is not obligated to establish access to any or all of Client's accounts, and not all Online Banking Services are available with all accounts.

5. **ADMINISTRATOR AND USER(S).** As part of the Online Banking Service, Client will appoint an individual to act as an administrator (for the purpose of this Service Description, referred to herein as "Administrator") with the authority to determine who will be authorized to use the Online Banking Services on Client's behalf. The Administrator will be able to designate additional users ("Designated Users") and remove existing Designated Users. The Administrator will also determine what Online Banking Services will be available to particular Designated Users, when to change passwords, and any limitations on the use of the Services by individual Designated Users.

Bank will not control or oversee the Administrator function. Client agrees to all action taken by the Administrator or any Designated User designated or authorized by the Administrator, and all such persons are Client's agents for purposes of use of Online Banking Services, each authorized to act individually or in concert. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Online Banking Service does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Administrator and each Designated User may utilize Online Banking Services (including inquiries, transfers and account verification) without regard to any restrictions otherwise applicable to an Account. For example, the Administrator and each Designated User will be able to utilize the Online Banking Services regardless of whether they are also authorized signers on the Client's signature card.

6. COMMUNICATIONS; SECURITY DEVICES. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Communications to Bank in connection with the Online Banking Service. For the purpose of this Service Description, Security Devices shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Devices used to access Accounts and to use the Online Banking Services. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all Online Banking Services may be limited. The term "Security Devices" will include any supplemental authentication tools that are made available by Bank and used by Client.

Client has the responsibility of ensuring that Client has the current security patches installed and configured, Client maintains up-to-date virus detection program(s), and that Client regularly scans for the existence of malware and spyware and takes appropriate action if found. Client expressly acknowledges that encryption of data transmissions does not guarantee privacy. Data transferred via the Service is encrypted in an effort to provide transmission security. Notwithstanding Bank's efforts to insure that the Services are secure, Client acknowledges that the Internet is inherently insecure. Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others.

Bank may require a higher level of review of your security procedures, at Bank's option, and to which Client agrees to submit for continued permission to use the System. Without limiting the foregoing, Bank may require one or more of the following: (a) more frequent on-site visits to verify Client's security procedures; (b) additional log in requirements implemented through different software or hardware; (c) technical review of the computer system(s) used to access the System to verify the integrity of Client's hardware, software, anti-virus and firewall protection; (d) requirement to use specific anti-virus and firewall software that Bank specifies and periodic inspection to determine that such systems are up to date; and/or (e) obtaining insurance coverage for electronic fraud losses that are beyond Bank's control.

7. COMPUTER EQUIPMENT AND SOFTWARE TO ACCESS THE ONLINE BANKING SERVICES. To use the Online Banking Services, Client must have a sufficiently powerful computer hardware and appropriate software as described in the Supporting Documents. Some Online Banking Services may require Client to download software from Bank's website; in some cases, Bank may place software on Client's computer as part of Bank's security and/or user verification tools. Bank recommends Client utilize antivirus software whenever possible. Client is ultimately responsible for maintaining and updating computer equipment used to access the Online Banking Services, including maintaining up-to-date security patches, updates, and other protective applications.

8. ACCESS TO ACCOUNT DATA. Subject to system limitations, Client can obtain balance and other Account information through the Online Banking Services. Since certain information and transactions may not be processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the online banking system ("System") until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System. If Client is unable to access the System for any reason, Client may contact Client's branch of Account for account information.

9. ACCOUNT TRANSFER LIMITATIONS. All transfers to and from an Account will be subject to the terms and conditions applicable to the Account as set forth in the deposit agreement governing the Account, including but not limited to transfer limitations. For example, federal regulations limit certain types of transactions/transfers from a money market or savings account. If Client exceeds these limits, Bank may impose a fee, close or convert Client's Account, limit Client's use of the Online Banking Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Supporting Documents.

10. LOAN ACCOUNT ADVANCES AND PAYMENTS.

Loan Advances can be processed against available lines of credit on a Tri Counties Bank loan through the transfer function. Advances made against a Tri Counties Bank line of credit are subject to Client's loan agreement with Bank.

Electronically initiated loan advances are not permitted for construction loans or loans with other advance restrictions. Frequency of advances and dollar limits of advances are limited by the terms set forth in Client's loan agreement. There are no specific transaction fees for loan advances, however, interest and advance charges set forth in the applicable loan agreement will apply.

Loan Payments can be scheduled (regular) and unscheduled that move money out of one of Client's linked checking or savings Accounts to make a payment on a linked loan Account. For each loan payment that Client creates, Client must include an effective date that tells Bank when to make the payment on the loan. This feature enables Client to submit loan payment(s) in advance of their regular due date(s). To avoid late charges, be sure that the loan payment date Client specifies is on or before its due date according to Client's loan agreement. The System cannot determine Client's loan payment due date.

11. BILL PAYMENT SERVICE.

Bill Pay Account Designation; Payment Details. When using the Bill Payment Service, Client must designate the Account ("Bill Pay Account") from which the bill payments ("Bill Payments") are to be made. For each Bill Payment, Client will also be required to provide the complete name of the payee, the account number and the payee's remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date Client wants the payment to be processed by Bank ("Send on Date"). If the Send on Date is not a business day, then the Bill Payment will be processed by Bank the next business day. To have a Send on Date that is the same date Client accesses the System and initiates the Bill Payment instruction, the Bill Payment instruction must be received by Bank on a business day, prior to the Bill Payment Service cut-off hour.

Setting-Up Payees. When Client signs onto the Bill Payment Service, Client must establish Client's list of payees. A payee is anyone, including Bank, that Client designates to receive a Bill Payment; provided that Bank accepts the payee for the Bill Payment Service. Bank reserves the right to reject any payee at any time, at its discretion. Bank is not responsible if a Bill Payment is not made to a payee because Client provided Bank with incomplete, incorrect or outdated information regarding the payee or Client attempted to make a payment to a payee that is not on Client's authorized list of payees. Payments to payees outside of the United States or its territories are prohibited through the Bill Payment Service.

Available Funds. Prior to the applicable cut-off hour as of the Send on Date and thereafter until the Bill Payment has been applied against Client's Bill Pay Account, Client will need to have sufficient available funds in Client's Bill Pay Account to cover the amount of the Bill Payment.

Non-Recommended Payees. Bank does not recommend that Client use the Bill Payment Service to pay Client's federal, state or local taxes, courts or other governmental entities. Bank will not be liable for penalties, interest or other damages of any kind if Client tries to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.

Scheduling Bill Payment. Client must designate a Send on Date so that it is scheduled sufficiently in advance of the due date of Client's bill ("Due Date") to allow the payee to receive it on the Due Date set by Client's payee and without taking into account any grace period that may be offered by Client's payee. Some companies Client pays through Bank's Bill Payment Service will receive a paper draft on Client's behalf, rather than receiving an electronic payment. These paper draft payments can take longer to process before the payee receives the payment. Bank is not responsible for any damages Client may suffer if Client does not allow sufficient time between the Send on Date and the Due Date of Client's bill or obligation, without counting any grace period offered by the payee.

Payment Methods. Bank reserves the right to select the method in which to remit funds on Client's behalf to Client's payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off Bank's third party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of Client's Bill Pay Account).

Payment Changes and Cancellations; Stop Payments. Client may change or cancel a payment that has been scheduled through the Bill Payment Service but has not begun processing (“Scheduled Payment”) as long as Client logs onto the Service prior to the Send on Date for the Bill Payment instruction and Client follows the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. Client’s ability to stop payment on a processed Bill Payment will depend on the payment method and, if by check, whether or not the check has cleared. The Bill Payment Service must have a reasonable opportunity to respond to any stop request. To stop payment on any Bill Payment that has already been processed, Client must call Bank. Fees and additional documentation may be required by Bank to process a stop payment request. Bank will have no liability to Client for Bank’s refusal or failure to stop a Bill Payment that has already been processed.

Accurate Information on Payees. If the Bill Payment Service provides Client with a series of options regarding payee address or location, Client is responsible for correcting that information if such information does not agree with Client’s records or with Client’s particular bill. Bank and the others that handle Client’s Bill Payment (including the payee’s bank) are entitled to rely on information Client supplies, such as the payee’s account number or the routing number of the payee’s bank, even if the name Client gives to Bank and the number Client gives to Bank identify different persons.

Automated Clearing House Entries. Electronic payments that are made through the Automated Clearing House (“ACH”) are subject to the rules of the ACH, and Client agrees to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee’s bank of final settlement of the credit transaction. If final settlement is not received, Client will not be deemed to have paid the payee the amount of the bill payment.

12. **CHECK STOP PAYMENT SERVICE.** Client may stop payment on a check by providing Bank with timely, complete and accurate information as required in the System, including the EXACT: number of the Account on which the check was drawn; the date of the check; the check number; the payee information and the amount of the check (dollars and cents). If any information is incomplete or incorrect, Bank will not be responsible for failing to stop payment on the item. Requests become effective when Bank has had a reasonable opportunity to confirm their receipt and have verified that the item has not been paid. Client may use the Online Banking Services to stop payment on checks that Client has written against Client’s Accounts. If Client wishes to cancel or amend any other Online Banking Service transaction (for example, Wire Transfer Requests), Client should use that Online Banking Service and Client will be subject to any limitations or inability to stop applicable to that Online Banking Service. If Client contacts Bank, Bank may at its sole discretion attempt to assist Client, but will not be liable for any failure to successfully stop payment on transactions. To confirm whether a stop payment has been placed on a check, Client agrees to communicate with Bank by telephone. System messages regarding Bank’s receipt of Client’s stop payment order, or other system communications may not be relied on by Client to confirm whether a stop payment order has been placed.

Client may not use this check stop payment service to stop payment on any electronic fund transfer (EFT) transaction, point-of-sale EFT transfer; any cashier’s check, certified check or other official institution check that have purchased from Bank or any check which Bank has guaranteed. Client understands that its stop payment request is conditional and subject to Bank’s verification that the check has not already been paid, or any Online Banking Service not already performed, or that stopping payment may subject Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules).

All Stop Payment orders, renewals and revocations of stop orders will be subject to Bank’s current policy on stop payment orders. From time-to-time, the System may be inoperable. If that occurs, Client’s request can be communicated to Bank by telephone. Telephone requests will expire unless confirmed in writing within 14 days. A check stop payment order is effective for six (6) months only and will expire automatically, at which time Client is responsible for any renewal desired by Client for another six (6) month term. There will be a fee assessed for each stop payment request processed.

13. **ACCOUNT ALERTS.** The account alerts (“Alerts”) feature is a convenience tool that permits Client to request automated notification in specific situations. Alerts do not replace standard communications Client receives from Bank concerning Client’s accounts. Receipt of Alerts may be delayed, or prevented by factor(s) affecting Client’s access, including Internet service provider(s), phone operator(s), and other relevant entities. Bank neither guarantees the

delivery or the accuracy of the contents of any Alert. Bank will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) Client's use or reliance on the contents of any Alert for any purposes. Bank reserves the right to terminate any request from Client for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. Client may stop or suspend Alerts at any time.

14. DOWNLOAD/EXPORT SERVICE. The Download/Export Service is compatible with certain financial management software programs ("Programs"). Bank will not control or oversee any administrator, user or similar function that may be made available through the Programs. The fact that Bank is, or may be made aware of, or could have discovered, any limitation on access to the Download/Export Service as imposed by Client through the Programs, or otherwise, does not make Bank obligated to enforce or attempt to enforce any limitation. Client understands that the Program(s) may be utilized without regard to any restrictions otherwise applicable to an Account. For example, the Program(s) may be utilized regardless of whether an individual user is also an authorized signer on Client's Account signature card.

ACCESS TO ACCOUNT DATA. Client can download balance and other Account information through the Download/Export Services. Since certain information and transactions are not processed by Bank until after the close of Bank's business day, some transactions may not be reflected in the System until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. Bank assumes no responsibility for any loss arising from incomplete information or for any temporary interruption in the System, or unauthorized access to information once it has been accessed by the Program(s). Client is responsible for making a backup of Client's data before using any export function.

SOFTWARE, EQUIPMENT AND THIRD PARTY CONTENT. Client is responsible for obtaining and maintaining any compatible software and equipment that is necessary for the Download/Export Service to interface with the Program(s). Through the Program(s) Client may be able to access content provided or operated by third parties, including content that was originally sourced from data downloaded from Bank's Online Banking Service ("Third Party Content"). Unless Bank tells Client otherwise in writing, Bank does not operate or control any such Third Party Content or any of the information, products or services accessed or uploaded through the same. Client acknowledges and agrees that: (i) Client accesses Third Party Content at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, Third Party Content provided or operated by third parties, actions or omissions of third parties, operators or providers; (iii) Bank makes no endorsement of, and assumes no responsibility for, Third Party Content uploaded to Bank's system or Client's hardware, or goods or services offered on or advertising on or by any other party; (iv) by using third party services or software, Client may be exposed to material that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of Third Party Content, Bank will not be responsible for the Third Party Content, accuracy, completeness, integrity, availability, timeliness or operation of their website or the Third Party Content provided. Client agrees to hold Bank harmless in connection with all of the foregoing.

15. EMAIL COMMUNICATIONS. While access to Bank through the secure email function of the Services is "online," messages sent to Bank through email are not reviewed by Bank personnel immediately. If immediate attention is required, Client must contact Bank by telephone or in person. The secure email function is not intended for use by Client to initiate a transaction on Client's account(s), including check stop payment orders. If Client sends Bank an email message outside of the secure logon feature within the Services, Client's communication will not be secure and Bank's receipt and response to the email may be further delayed. Client agrees not to rely on any form of email communication for any matter requiring immediate attention.

Client's secure email messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise expressly provided herein, email messages will not serve as a substitute for any requirement imposed on Client to provide Bank with "written" notice.

16. INCONSISTENCIES. If a beneficiary of any requested Online Banking Service, including but not limited to Bill Payments, Wire Transfer Requests, ACH Transactions, payment orders or other money transactions, or any other Communication from Client (collectively, "payment order"), is identified by both name and account number, payment

may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

17. PROVISIONAL CREDIT. Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.

18. FEES. Client agrees to current fees for requested services. Refer to the Treasury Management Fee Schedule or Business Services Fee Schedule for the most current fees and charges related to Online Banking services. Bank reserves the right to change fees at any time without prior notice.

19. UPLOADED CONTENT; LINKED SITES AND ADVERTISEMENTS.

From Bank's website, Client may be able to access uploaded content provided or operated by third parties. Unless Bank tells Client otherwise in writing, Bank does not operate or control any such content or any of the information, products or services on such linked websites. Client acknowledges and agrees that: (i) Client accesses such content and linked sites at Client's own risk; (ii) Bank makes no representation or warranty, and assumes no responsibility for, content on Bank's website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) Bank makes no endorsement of, and assumes no responsibility for, content uploaded to Bank's website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, Client may be exposed to content that is offensive, indecent or objectionable; and (v) although Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. Client agrees to hold Bank harmless in connection with all of the foregoing.

Bank reserves the right, but shall have no obligation, to reject, move, or delete content that Bank, in Bank's sole discretion, believes violates this Service Description, or contains content, including viruses, that may interfere with the operation of Bank's website. Bank may, but has no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if Bank believes reasonably necessary to: (a) comply with legal process; (b) enforce this Service Description; (c) respond to claims that any content violates rights of third parties; or (d) protect Bank's rights, properly, or personal safety, or those third parties.



WIRE TRANSFER SERVICE DESCRIPTION

1. WIRE TRANSFER SERVICE. Tri Counties Bank ("Bank") hereby offers its Client and Client hereby accepts the funds transfer service described in this Service Description (the "Wire Transfer Service"). Client may submit funds transfer requests ("Requests") to Bank in accordance with the terms and conditions of this Service Description. A "Request" includes a "payment order," as defined in Division 11 of the California Commercial Code. All references to the term "Request(s)" in this Service Description will include Drawdown Request(s), as applicable. Client is responsible for all Requests to the fullest extent provided by law and as set forth in this Service Description. Bank may choose the funds transfer mechanism (for example, FedWire, correspondent bank transfer, internal transfer) to be used when acting upon Client's REQUEST.
2. MASTER TREASURY AGREEMENT; SUPPORTING DOCUMENTS. This Service Description forms part of the Master Treasury Agreement ("Master Agreement") agreed to by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description.
3. TRANSMISSION; RELATED SERVICE DESCRIPTIONS FOR FUNDS TRANSFERS. Client will communicate Requests using the Bank's Online Banking Services; all Requests must also be consistent with the separate Business Online Banking Service Description.
4. ACCOUNT DESIGNATION. Client authorizes Bank to debit its designated account, or any other account maintained by Client at Bank, for any fees or other amounts due Bank in connection with the Services.
5. ACCURACY. Client assumes the sole responsibility for providing Bank with accurate transaction information in the form and format that Bank requires. Bank is not responsible for confirming such information, or for failing to detect and reject duplicate Requests. If Client provides Bank with a Request that is incorrect in any way, Client agrees that Bank may charge Client's accounts for the transaction whether or not the error could have been detected by Bank. Bank is not obligated to detect errors in Client's transfer or payment instructions.
6. COMMUNICATIONS; SECURITY PROCEDURES. For the purpose of this Service Description, Communications shall have the meaning provided in the Master Agreement and shall include Requests to Bank in connection with the Wire Transfer Service. For the purpose of this Service Description, Security Procedures shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Procedures used to access accounts and to use the Wire Transfer Services. More specifically, Client has selected the Security Procedures applicable to the Wire Transfer Service as identified in the Acceptance, or the Supporting Documents, as applicable. Bank may offer to Client or require Client to use additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If Client chooses not to implement supplemental authentication tools, Client's access to some or all Wire Transfer Services may be limited. Bank recommends Client utilize antivirus software whenever possible. Client is ultimately responsible for maintaining and updating computer equipment used to access the Online Banking Services and related Services, including maintaining up-to-date security patches, updates, and other protective applications.
7. ACCOUNT TRANSFER LIMITATIONS. All transfers to and from an account will be subject to the terms and conditions applicable to the account as set forth in the deposit agreement governing the account. If Client exceeds these limits, Bank may impose a fee, close or convert Client's account, limit Client's use of the Wire Transfer Services, or any combination of the foregoing. In addition, each Client is assigned a daily Wire Limit by the Bank, related to the total dollar amount of daily transfers; Client cannot submit transfers that exceed this limit. If Client needs to submit transfers above this limit, Client must contact the Bank.

8. INCONSISTENCIES. If a beneficiary of a Request is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.
9. PROVISIONAL CREDIT. Client acknowledges that credit for a payment order is provisional until the receiving financial institution obtains final settlement. If final settlement does not occur, the originator of the payment order is not deemed to have made payment to the beneficiary, and the beneficiary's bank is entitled to a refund of the provisional credit. Client agrees that when Bank gives Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until Bank receives final settlement for the payment order. Bank may delay availability of provisional funds at its discretion. If Bank does not receive final settlement, Client must return the funds previously credited to Client's account to Bank, and the person who sent the payment order will not be treated as having paid Client. Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if Bank believes in its sole discretion that there may not be sufficient funds in Client's account to cover chargeback or return of such transaction.
10. FOREIGN CURRENCY TRANSACTIONS. If a Client requests a funds transfer in United States Dollars or in a currency other than United States Dollars to a foreign country, Bank may transfer the payment in the currency of the beneficiary bank's country at any exchange rate chosen by Bank. If a funds transfer is returned, Client agrees that the exchange rate for conversion of the foreign currency into United States Dollars may differ from that used by Bank to process the initial funds transfer.
11. CUT-OFF HOURS. A Request is considered executed when Bank executes it. If a Request is received after the cut-off time or on a day that is not a business day, the Request will be deemed received the next business day. Current cut-off times can be found at www.tcbk.com/business/cutoff-times.
12. FEES. Client agrees to current fees for requested services. Refer to the Treasury Management Fee Schedule and Business Fee Schedule for the most current fees and charges related to Wire Transfer and related services. Bank reserves the right to change fees at any time without prior notice.
13. SUBJECT RULES AND REGULATIONS. Client acknowledges that any Request executed by Bank will be subject to rules and regulations applicable to payment orders, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations. Client acknowledges and agrees that Bank may capture and transmit information regarding a Request (for example, beneficiary's name, address other beneficiary identifies and beneficiary's account number) as part of the processing of a payment order. Client agrees to assist Bank in connection with any requirements imposed on Bank fulfilling Bank's obligations in this regard.

POSITIVE PAY & ACCOUNT RECONCILIATION SERVICE DESCRIPTION



1. POSITIVE PAY, ACH POSITIVE PAY &/OR ACCOUNT RECONCILIATION SERVICE. Tri Counties Bank ("Bank") hereby offers its Client and Client hereby accepts the Positive Pay, ACH Positive Pay &/or Account Reconciliation Service (the "Service").
2. MASTER TREASURY AGREEMENT; SUPPORTING DOCUMENTS. This Service Description forms part of the Master Treasury Agreement ("Master Agreement") agreed to by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. Defined terms in this Service Description shall have the meaning provided in the Master Agreement, unless otherwise defined in this Service Description.
3. SUPPORTING DOCUMENTS; RELATED SERVICE DESCRIPTION. Each of the Services selected by Client and approved by Bank is identified in the Supporting Documents. Each Service is effective as of a start date which will be communicated separately by Bank to Client. If the Client chooses not to select one of the Services, or if Bank in its sole discretion chooses not to approve Client for a requested Service, the terms of the unselected/unapproved Service will not apply and the applicable Services will not be performed. Client's use of each of the Services must be facilitated through Bank's Online Banking Service and Client's use of the Services will also be subject to the separate Business Online Banking Service Description.
4. ACCOUNT DESIGNATION. Throughout the term of this Service Description, Client will maintain the deposit account (the "Account") with Bank designated in the Supporting Documents, or otherwise in writing, to which the Services will be made available. Client acknowledges that this Service Description covers the Positive Pay and/or ACH Positive Pay Service to be provided by Bank and, except as specifically provided in this Service Description, does not cover the handling of the Account or the processing of checks or electronic funds transfers against the Account. As a result, the Account will be subject to, and Bank's operation of the Account will be in accordance with, the terms and provisions of Bank's deposit account agreement governing the Account, a copy of which Client acknowledges having received.
5. POSITIVE PAY SERVICE.
 - A. The Positive Pay Service provides certain account services through an automated check matching system. Client's lists of checks recently issued will be compared against the amounts and check numbers of the checks that actually clear against the specified Client account(s) activated for the Positive Pay Service and listed on the Supporting Documents. Client agrees that Bank will only be obligated to match the check number and dollar amount from the Check Issue File (defined below) and that Bank may in its sole discretion, but is not obligated to, match additional data provided in the Check Issue File ("Additional Data"), including but not limited to payee name. Regardless of whether Bank decides to match against Additional Data, and notwithstanding the fact that Additional Data may be included in the Check Issue File, Client further agrees that Bank will not be liable to Client and Client agrees to hold Bank harmless from loss or liability resulting from Bank's action or inaction with respect to Additional Data. Bank's determination to match Additional Data in any case will not obligate Bank to continue to do so in other instances. Notwithstanding the foregoing, Bank and Client may agree to Bank's review of Additional Data, subject to additional terms, fees and conditions.
 - B. Client must submit a file ("Check Issue File") to Bank prior to the cut-off time provided in the Supporting Documents, on the day of issuance of any checks against accounts that are subject to the Positive Pay Service. The Check Issue File must be in the format and contain the information specified by Bank.
 - C. The term "presented item(s)" shall mean checks that are presented for payment against Client's Account through the normal check collection system. Presented items that do not match an item included in a Check Issue File, pursuant to this Service Description, will be identified as "error" ("Exception Item") and will appear on a record describing the Exception Items ("Exception File") which Bank will provide to Client under this Service Description. Client must submit a "pay", or "return" decision for each item to Bank on the same Business Day by

the deadline specified in the Supporting Documents, otherwise the 'default action' (defined below) will be carried out by Bank.

- D. Client may research suspect items in the System by viewing the check image.
 - E. Client grants Bank full authority to honor all checks that match the check numbers and amounts corresponding to your Check Issue File.
 - F. Default Action Types include either PAY ALL or RETURN ALL. The Default Action is applied to any check transaction identified as an exception. Client shall select the Default Action for Check and ACH exceptions at the time of enrollment in the service. The default action (PAY ALL or RETURN ALL) must be the same for all accounts enrolled in Positive Pay & ACH Positive Pay service for a particular Client. In order to change Default Action, Client must submit appropriate documentation.
 - (1) RETURN ALL – Checks flagged as exceptions will be returned if customer has not submitted a request to pay through the Positive Pay system prior to the cut-off time.
 - (2) PAY ALL – Checks flagged as exceptions will be paid if customer has not submitted a request to return through the Positive Pay system prior to the cut-off time.
 - G. If Client orders or prints checks from any check-printing vendor other than a Bank selected vendor, Client agrees to meet the Bank's MICR encoding specifications.
 - H. The Service applies to checks that are presented for payment to Bank through normal interbank automated clearings. Client acknowledges that the Services do not cover checks which are (collectively "ineligible checks"): (i) presented by mail for collection, (ii) misencoded or duplicate items, or (iii) items which Bank has already cashed, negotiated or paid or which Bank is already committed to honor or pay under applicable laws, regulations or the ACH rules. Bank may, in its sole discretion, attempt to compare Check Issue File data, as otherwise provide in this Service Description, against ineligible checks, but Bank will not be liable for its failure or refusal to do so.
 - I. Subject to funds being available pursuant to Bank's funds availability policy, Bank shall honor all checks that match the check numbers and amounts corresponding to the Check Issue File that is provided in conformance with this Service Description.
6. ACH POSITIVE PAY SERVICE.
- A. Client may use the ACH Positive Pay Service to review and confirm ACH debit transactions that post to the specified Client accounts listed on the Supporting Documents.
 - B. For ACH Positive Pay Service, Client may establish (and update from time to time) through the System its ACH rules which govern permissible transactions by SEC Code, Company ID, Transaction Type, and Amount Threshold. All transactions that meet the filter criteria are processed according to the ACH rule.
 - C. Default Action Types include either PAY ALL or RETURN ALL. The Default Action is applied to any ACH transaction identified as an exception. Client shall select the Default Action for Check and ACH exceptions at the time of enrollment in the service. The default action (PAY ALL or RETURN ALL) must be the same for all accounts enrolled in Positive Pay & ACH Positive Pay service for a particular Client. In order to change Default Action, Client must submit appropriate documentation.
 - (1) RETURN ALL – ACH transactions flagged as exceptions will be returned if customer has not submitted a request to pay through the Positive Pay system prior to the cut-off time.

(2) PAY ALL – ACH transactions flagged as exceptions will be paid if customer has not submitted a request to return through the Positive Pay system prior to the cut-off time.

D. Client acknowledges that the Services do not cover ACH debit or credit items which Bank has already paid or finalized or which Bank is already committed to pay or honor under applicable laws, regulations or the ACH Operating Rules.

7. ACCOUNT RECONCILIATION SERVICE.

- A. Full Account Reconciliation Service. To utilize the full Account Reconciliation Service, Client agrees to provide Bank with required information on checks it has issued (“Issued Information”) within the timeframes and in the manner described in the Supporting Documents. At the end of each reconciliation period, Client may access the status of all checks for which Client has provided Issued Information since the last reconciliation period, including paid, outstanding, exception, stopped, voided and cancelled checks. The full Account Reconciliation Services detail will be made available to Client via the Service. The previous month’s outstanding checks will be carried forward.
- B. Check Issue File. Client acknowledges the current and complete Check Issue File must be uploaded through the Service and received by the applicable cut-off hour. Client agrees to add to its Issue Information all items identified by Bank as not matching the Issue Information provided to the Bank by Client.
- C. Partial Account Reconciliation Service. Under the Partial Account Reconciliation Service, as of the end of each reconciliation period, Bank will provide Client with an electronic file for the checks that have cleared Client’s Account since the last reconciliation period, which can be retrieved by Client online via the Service.
- D. Does Not Alter Other Obligations. Client’s enrollment in Account Reconciliation Services does not alter Client’s other obligations to keep its check stock safe and to adopt other security measures, or to review account activity and report to Bank checks paid with missing signatures or with altered information, or to check the indorsement on paid checks

8. CUT-OFF TIMES. The cut-off time applicable to Check and ACH Positive Pay exception decisions can be found at <https://www.tcbk.com/business/cutoff-times>.

9. FEES. Client agrees to current fees for requested services. Refer to the Treasury Management Fee Schedule and Business Fee Schedule for the most current fees and charges related to Positive Pay, ACH Positive Pay, Account Reconciliation and related services. Bank reserves the right to change fees at any time without prior notice.

10. SECURITY PROCEDURES. Bank recommends Client utilize antivirus software whenever possible. Client is ultimately responsible for maintaining and updating computer equipment used to access the Positive Pay and Account Reconciliation Services and related Services, including maintaining up-to-date security patches, updates, and other protective applications.

11. SYSTEM INTERRUPTION OR FAILURE. In the event of system interruption or failure, either that of Client’s or Bank’s system, resulting in Bank’s inability to receive or process Client’s Check Issue File or other communication, the Check Issue File or other Client communication will be deemed as having not been sent by Client, even if Bank has possession of the Check Issue File or other Client communication.

12. LIMITATION ON LIABILITY. In addition to any other limitation on liability in the Master Agreement, Client agrees that if Bank pays or rejects for payment checks or items in accordance with this Service Description, Client releases Bank and holds it harmless from any claim that the checks or items were not properly payable, or for wrongful dishonor, as applicable.

ACH SERVICE DESCRIPTION



1. ACH SERVICE. Tri counties bank ("Bank") hereby offers its client and client hereby accepts the ach service (the "ACH Service"). Client wishes to initiate credit and/or debit entries by means of the automated clearing house network pursuant to the terms of this service description and the rules of the national automated clearing house association ("NACHA") and the local automated clearing house association (the "Rules"), and bank is willing to act as an originating depository financial institution ("ODFI") with respect to such entries. Accordingly, client may submit ach entries to bank in accordance with the terms and conditions of this service description. Client is responsible for all entries to the fullest extent provided by law and as set forth in this service description.
2. MASTER TREASURY AGREEMENT; SUPPORTING DOCUMENTS. This Service Description forms part of the Master Treasury Agreement ("Master Agreement") agreed to by Client. In the event of conflicts between the terms of this Service Description and the terms of the Master Agreement, the terms of this Service Description shall control. Defined terms in this Service Description shall have the meaning provided in the Master Agreement and as defined in the Rules, unless otherwise defined in this Service Description. The term "Entries" shall have the meaning provided in the Rules and shall also mean the data received from Client hereunder from which Bank prepares Entries.
3. RELATED SERVICE DESCRIPTIONS FOR ACH ENTRIES. Entries submitted by Client using Bank's Online Banking Services must be consistent with the separate Business Online Banking Service Description. Additional terms and conditions may apply to the ACH Service to the extent Client transmits Entries outside Bank's Online Banking Services. Client may not submit Entries outside Bank's Online Banking Services without Bank's prior written consent.
4. THE RULES. A copy of the Corporate Edition of the Rules can be purchased from NACHA at www.NACHA.org. Client agrees to obtain a copy, to understand and be familiar with the Rules, and to be responsible for keeping up to date with changes in the Rules. Client agrees that information or advice received by Client from Bank as to the Rules or the operation of the Rules is not legal advice and is not a substitute for Client's obligation independently to understand and comply with the Rules.
5. PROCESSING ENTRIES. Client may transmit only PPD (Prearranged Payments and Deposits), CCD (Corporate Credit or Debit) or CTX (Corporate Trade Exchange) credit or debit Entries to Bank to the location(s) and in compliance with the formatting and other requirements set forth in the Rules and the Supporting Documents. Entries may be submitted only for Client's account. No entries may be submitted on behalf of third parties unless Client has requested and Bank has agreed to allow Client to act as a Third Party Sender, and a supplemental service description has been executed and agreed upon between Client and Bank. The ACH Service will start on a date agreeable to Client and to Bank after all set up requirements have been completed.

Client will not submit individual or total monthly Entries in excess of the maximum limits established by Bank and reflected in the Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at Bank's discretion, including but not limited to limits based on dollar amounts and/or Standard Entry Class Code types. Client will not divide a transaction into more than one Entry in order to avoid these limitations. Bank may adjust these limitations from time to time, at Bank's discretion and without prior notice. Limits are set for the Bank's protection only and Bank's processing of Entries in an amount greater than the established limit(s) shall not be deemed a waiver of this provision and any such transactions remain Client's responsibility. Bank may cease processing Entries in a greater amount at any time without prior notice.

Client may not originate Entries using Standard Entry Class Codes other than CCD, CTX or PPD without prior notice to and written approval by Bank. Bank may require Client to submit an application in form and content acceptable to Bank, and Client's execution supplemental schedules, agreements and other documents as Bank may require, as a condition precedent to Client's use of other Standard Entry Class Codes. By way of example, the foregoing restrictions and requirements may apply to Client's use of ARC, RCK, BOC, POP, WEB, IAT or TEL Standard Entry Class Codes, or if Client is

engaging in cross-border (International) transactions. Bank may block unapproved use of a Standard Entry Class Code or an unapproved cross-border transaction.

Except as provided below for On-U.S. Entries, Bank shall: (i) process Entries received from Client to conform with the file specifications set forth in Rules, (ii) transmit such Entries as an ODFI to an ACH Operator selected by Bank in its sole discretion ("ACH Operator"), and (iii) settle for such Entries as provided in the Rules. Bank shall transmit or complete the necessary authorizations for ACH Entries by the deadline of the ACH Operator, provided: (a) such Entries are received by Bank's related cut-off time on a business day and (b) the ACH Operator is open for business on such business day. Entries shall be deemed received by Bank when the transmission and compliance with any related Security Procedures is completed. If any of the requirements of this paragraph are not met, Bank may use reasonable efforts to transmit such Entries to the ACH by the next deadline of the ACH Operator which is a business day and a day on which the ACH Operator is open for business.

Any entries submitted for Same Day ACH processing that exceed the Same Day ACH limit or do not meet the guidelines for Same Day ACH will automatically processed on the next business day.

6. ON-US ENTRIES. In the case of an entry received for credit to an account maintained with bank (an "on-us entry"), bank shall credit the receiver's account in the amount of such entry on the effective entry date contained in such entry, provided the requirements set forth in this service description are met. If said requirements are not met, bank may use reasonable efforts to credit the receiver's account in the amount of such entry no later than the next business day following such effective entry date.

7. NOTICE OF RETURNED ENTRIES. Bank shall notify client by phone or electronic transmission, including email of the receipt of a returned entry from the ach no later than one business day after the business day of receipt. Except for an entry retransmitted by client in accordance with the requirements of this service description, bank shall have no obligation to retransmit a returned entry to the ach if bank complied with the terms of this service description with respect to the original entry.

8. PRENOTIFICATIONS. If Client chooses to originate non-dollar prenotification Entries to verify the accuracy of routing and account numbers, it agrees not to initiate live dollar Entries until at least three (3) business days following the Settlement Date of the prenotification Entry. Prenotifications must be provided to Bank in the format provided in the Rules. If Client receives notice that a prenotification has been rejected or returned, Client will research the problem and make any necessary corrections before transmitting another Entry.

9. NOTIFICATIONS OF CHANGE. Bank shall notify Client of all Notifications Of Changes (NOC) received by Bank relating to Entries transmitted by Client by mutually agreeable means, including email, no later than one business day after the business day of receipt. Client must make the changes specified in an NOC or corrected NOC: (a) within six business days of receipt or prior to initiating another Entry to the Receiver's account, whichever is later; or (b) as otherwise required in the Rules, if the Rules specify a different time for correction.

10. PREFUNDING; PAYMENT. Bank may designate Client as "ACH Prefunding," and Bank may change Client's designation to or from ACH Prefunding at any time, with or without cause and without prior notice at Bank's sole discretion. Bank will inform Client of Client's designation as ACH Prefunding, and of any change in the designation.

Client will pay Bank or otherwise have and continue to maintain until the Effective Date in Client's Account, in immediately available funds, an amount equal to the sum of all credit Entries or debit Reversals related to Entry data delivered to Bank at such time as Bank may from time to time designate or, if not otherwise designated: (a) if Client is not designated ACH Prefunding, no later than two business days prior to the Effective Entry Date; and (b) if Client is designated ACH Prefunding, no later than the date of transmittal of the related Entry data to Bank or at such other time as Bank may have established for Client.

11. INCONSISTENCIES. If a Receiver of an Entry is identified by both name and account number, payment may be made by Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment

order by both name and account number, Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.

12. PROVISIONAL CREDIT. Client agrees that any payment by Bank to Client for any debit Entry, returned credit Entry or credit Reversal is provisional until Bank has received final settlement for such Entry. Bank may delay availability of provisional funds at its discretion. If final settlement is not received, Bank is entitled to and Client agrees to pay a refund of the amount credited; and Bank will charge Client's account for the amount due. Bank may refuse to permit the use of any amount credited for a debit Entry or credit Reversal if it believes that there may not be sufficient funds in Client account to cover chargeback or return of such Entry or Reversal.

13. CUT-OFF TIMES. An entry is considered executed when bank executes it. If entry data is received after the cut-off time or on a day that is not a business day, the entry will be deemed received the following business day. Cut-off times can be found at <https://www.tcbk.com/business/cutoff-times>.

14. Electronic Tax Payment Service. The Electronic Tax Payment Service allows Client to originate federal and state tax payments using the Service. To facilitate the Electronic Tax Payment Service, Client appoints Bank to act as Client's agent for the purpose of making tax payments and deposits on Client's behalf. Upon Bank's request, Client agrees to execute such additional enrollment forms and authorizations as Bank may request. Client authorizes Bank to release account and tax payment information to any taxing authority in performing the Electronic Tax Payment Service and to confirm payments.

Client must be pre-enrolled with the federal and/or state taxing authorities prior to using the electronic tax payment service. Client warrants that client is enrolled in the electronic federal tax payment system (EFTPS) and has selected the ACH Credit option. Client also warrants that all special requirements of the EFTPS system have been met. Client also warrants that Client has completed appropriate enrollment requirements with each state taxing authority, as applicable.

Client is solely responsible for determining the amount of any taxes due and transmitting the correct payment information in accordance with the Service requirements. Client must furnish Bank with complete and accurate tax payment information. Bank is not responsible for: (i) determining the correctness of any tax computation or payment; (ii) questioning the timing or amount of the payment; (iii) determining or questioning the correctness of any report or information submitted by Client (even if it appears incorrect on its face); or (iv) any penalty which may be imposed if Client instructs Bank to make a payment after Bank's cut-off time or the date the tax payment is due.

Bank will notify Client orally, electronically or in writing if Bank is unable to process any payment in the manner attempted by the Electronic Tax Payment Service and will do so no later than the business day following the payment date. If Client fails to maintain sufficient collected and available funds in Client's account, Bank may refuse to perform the tax payment. If any payment is rejected, it will be Client's responsibility to resubmit the payment instruction. If Client does not have sufficient or available funds, Client may be charged an insufficient funds fee and any other fees or charges applicable to the transaction.

When Bank receives Client's payment instruction to make a tax payment, Bank will charge Client's Account for the amount of the payment(s). The funds may be held by Bank as a non-interest bearing deposit liability to Client, but will not be held in trust. Until Bank makes Client's tax payment(s), Client's funds will be subject to offset for legal process, or any debts owed to Bank.

Client assumes the risk of any failure to submit payment instructions to Bank in a timely and correct manner. Payments should be submitted at least two business days prior to the due date. Any interruption of the Electronic Tax Payment Service, regardless of the reason, will not relieve Client of Client's obligation to make a tax payment or report. Client is ultimately responsible for promptly making any required tax payment or report. Client is responsible for promptly making required tax payments by another means in the event there is an interruption in the Electronic Tax Payment Service. Client agrees to be bound by the Rules, as amended from time to time, and all laws and regulations of the United States.

Client acknowledges that Bank's employees are not authorized or permitted to give tax advice to Client. Client agrees not to seek or place any reliance upon tax advice from Bank or Bank's employees. If the Electronic Tax Payment Service is not used for a period of ninety (90) days, the Electronic Tax Payment Service may be removed or disabled. To cancel an Electronic Tax Payment Service Communication and the payment instruction that Client has scheduled, Client must cancel online prior to the cut-off time on the processing date. Payments cannot be cancelled after this time. Bank may, at Bank's discretion, seek to assist Client in attempting to cancel or amend any payment but is not obligated to do so. If Bank does, Client will indemnify Bank in accordance with the Service Description for any losses Bank may suffer in connection with Bank's efforts.

15. CLIENT REPRESENTATIONS AND WARRANTIES. In addition to the representations and warranties provided by client under the master agreement, with respect to each and every entry initiated by client, client represents and warrants to bank and agrees that:

- A. Client shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire and other documents related to Entries for a period of six years. Without limiting the foregoing, each person as the Receiver of an Entry received by Bank from Client has authorized the initiation of such Entry, and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry. Client will provide Bank with a copy of such authorization whenever requested to do so within five business days. Such authorization is operative at the time of transmittal or crediting / debiting by Bank as provided herein;
- B. Entries transmitted to Bank by Client are limited to those types of credit or debit Entries set forth in this Service Description;
- C. If the amount of a debit Entry to a Receiver's account varies in amount from the previous debit Entry relating to the same authorization or preauthorized amount, Client will, at least ten days before the Effective Entry Date of such debit Entry, send the Receiver written notice of the amount of such debit Entry and its Effective Entry Date, unless the Receiver has previously been notified of Receiver's right to receive such notice and Receiver has elected to receive such notice only when the debit Entry does not fall within a specified range of amounts or varies from the most recent debit Entry by an agreed amount;
- D. If any change is made by Client in the scheduled Effective Entry Date of one or more debit Entries, Client will, at least seven days before the Effective Entry Date of the first such debit Entry to be affected by such change, send the Receiver a written notice of the new Effective Entry Date(s) of such Entry or Entries;
- E. Client shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the treatment of a payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver as provisional until receipt by the RDFI of final settlement for such Entry;
- F. Client specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the Entry;
- G. Client will not use the ACH Service to collect: (i) payments for goods or services sold by third parties; (ii) payments relating to adult entertainment, gambling services, or child pornography; (iii) obligations owing to third parties; or (iv) obligations related to cash advances by Client;
- H. Client hereby makes the same representations and warranties to Bank with respect to Entries sent by Bank to an ACH Operator upon the authorization of Client as Bank is deemed to make under the Rules, and Bank shall have no responsibility with respect to matters so represented and warranted by Client; and
- I. Except as previously disclosed in writing by Client to Bank: (i) Client is not a "money-services business" (as defined at 31 CFR 103.11(uu) or successor regulation) and is not subject to any state license requirements applicable to a money-services business, banks, broker-dealers or other financial institutions; and (ii) no Entry

data is submitted by Client on behalf of, or as agent, service bureau or processor for another. By way of example, Client will not submit debit Entries that result from a sale of goods or services by a third party to the Receiver.

Client agrees to indemnify Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

16. FEES. Client agrees to current fees for requested services. Refer to the Treasury Management Fee Schedule or Business Fee Schedule for the most current fees and charges related to ACH and related services. Bank reserves the right to change fees at any time without prior notice.

17. SECURITY PROCEDURES. Bank recommends Client utilize antivirus software whenever possible. Client is ultimately responsible for maintaining and updating computer equipment used to access the Online Banking Services, ACH Services and other related Services, including maintaining up-to-date security patches, updates, and other protective applications.

18. RETENTION. In addition to any retention obligations of Client under the Master Agreement and this Service Description, Client agrees to retain and make readily available to Bank on request all information necessary to remake any files of Entries for ten business days following the Settlement Date.

19. AUDIT. In addition to the audit commitments provided under the Master Agreement, if transactions Client conducts involve some use of the Internet, then Client agrees to conduct an internal security audit at least annually to ensure that the financial information obtained from Receivers is protected by security practices and procedures ("security audit") that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access controls to protect against unauthorized access and use; (iii) network security to ensure secure capture, storage, and distribution of financial information; and (iv) any other items identified in the Operating Guidelines of the Rules. Upon Bank's request, Client agrees to have an external security audit conducted within sixty (60) days of the request. The external security audit will include the same items described in this paragraph for an internal security audit. Client agrees to provide Bank with a copy of each internal and external audit report, as applicable, in a format acceptable to Bank within (30) days from the completion of the audit.

Without limiting the foregoing, Client specifically agrees to establish data security policies, procedures and systems as required by the Rules. This requires Client to:

- (i) Protect the confidentiality and integrity of Protected Information
- (ii) Protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
- (iii) Protect against unauthorized use of Protected Information that could result in substantial harm to a natural person

Such policies, procedures, and systems must include controls that comply with applicable regulatory guidance on access to all systems used by Client to initiate, process and store Entries. NACHA defines Protected Information as the nonpublic personal information, including financial information, of a natural person used to create or contained within an Entry and any related Addenda record.



REMOTE DEPOSIT CAPTURE SERVICE DESCRIPTION

Introduction. Tri Counties Bank (“Bank”) hereby offers its Client and Client hereby accepts the remote deposit capture service (“Remote Deposit Capture Service,” “RDC Service” or “RDC”) described in this Service Description. The Remote Deposit Capture Service allows for the conversion of Checks to Substitute Checks or Image Exchange Items, which would enable Client to transmit paper checks converted to Imaged Items to Bank for processing and deposit into the designated account of Client maintained at Bank. Client desires to use the Remote Deposit Capture Service to facilitate the services as identified in and subject to this Service Description. Bank reserves the right, with prior written notice to Client, to place, from time to time, limits on Client's right to use the Remote Deposit Capture Service.

I. MASTER TREASURY AGREEMENT. Bank will provide to client the remote deposit capture services described in this service description to enable client to transmit imaged items to bank or bank’s designated processor to be cleared as substitute checks or image exchange items. This service description forms part of the master treasury agreement (“master agreement”) agreed to by client. In the event of conflicts between the terms of this service description and the terms of the master agreement, the terms of this service description shall control. To the extent client accesses the remote deposit capture services using bank’s online services, client’s use of the remote deposit capture services must also be facilitated pursuant to the separate business online banking service description.

II. PRIMARY ACCOUNT DESIGNATION. Provided Bank has approved Client for the Remote Deposit Capture Service, Client may use the Remote Deposit Capture Services to facilitate a deposit to Bank approved deposit account(s) Client has with Bank (other than those with deposit restrictions, such as certificate of deposits). The account to which Client designates a deposit shall be referred to as the “RDC Account” for the purpose of this Service Description and the deposit transaction. Client authorizes Bank to debit the RDC Account (or any other account maintained by Client at Bank) for any fees or other amounts due Bank in connection with the Remote Deposit Capture Services. If the RDC Account is closed for any reason, Client's Remote Deposit Capture Services will be stopped along with any unprocessed Remote Deposit Capture Services transfers. To reinstate its Remote Deposit Capture Services, Client must designate a new RDC Account.

III. CLIENT RIGHTS. Subject to the terms of this Service Description, Bank hereby grants Client a non-exclusive, non-transferable right to access and use the Remote Deposit Capture Service in connection with Client's own business operations in accordance with the Supporting Documents.

IV. DEFINITIONS. Unless otherwise defined below or in this Service Description, terms in this Service Description shall have the meaning provided in the Master Agreement. For the purpose of this Service Description, the term “Communications” shall have the meaning provided in the Master Agreement and shall include Communications to Bank in connection with the Remote Deposit Capture Service, including transmission of output files from Client to Bank; the terms “Security Procedures” and “Security Devices” shall have the meaning provided in the Master Agreement and shall include but not be limited to any Security Procedures and Security Devices used to access the RDC Account and to use the Remote Deposit Capture Service.

A. "Check" means an Original Check, as defined in Regulation CC.

- B. "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Electronic Items or Substitute Checks.
- C. "Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Paying Bank without conversion to a Substitute Check.
- D. "Imaged Item" means the digitized image of a Check that is created by Client and transmitted to Bank using the Remote Deposit Capture Service.
- E. "Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to Client, and includes Original Checks, Substitute Checks and Image Exchange Items.
- F. "Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Paying Bank.
- G. "Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), demand drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months or more or postdated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds Client's transaction limitations as established by Bank from time to time.
- H. "Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.
- I. "Paying Bank" means the United States financial institution ordered in an Item to make payment to the payee(s) named on the Item.
- J. "Remote Deposit Capture Services" means the services described in this Service Description, to be provided by Bank to Client to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Items.
- K. "Software" means any software which may be offered or required by Bank for use in receiving, validating and packaging images and data from a bulk file to be forwarded to Bank for additional processing.
- L. "Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- M. "UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Service Description.
- N. "United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

V. REMOTE DEPOSIT SERVICE.

- A. Client will create images of Checks at Client's location by use of scanning hardware and software, if any, approved or provided by Bank (as applicable). Client will enter all amounts and any other required information correctly and as provided in the Supporting Documents.
- B. The electronic images of Checks will be transmitted by Client to Bank, or Bank's authorized processor, over the Internet through a secure web-based interface.
- C. Client's RDC Account will be provisionally credited upon Bank's acceptance of the Imaged Items for deposit which are received by Bank from Client through the Remote Deposit Capture Service.
- D. Client will maintain the RDC Account for Client to receive credit and provide other specific information required by Bank related to the Remote Deposit Capture Service. As set forth in this Service Description, all deposits received by Bank are accepted subject to Bank's verification and final inspection and may be rejected by Bank in Bank's sole discretion. All deposits are subject to the terms of the deposit account agreement governing Client's accounts.

VI. CLIENT RESPONSIBILITIES. IN CONNECTION WITH THE REMOTE DEPOSIT CAPTURE SERVICES, CLIENT SHALL COMPLY WITH THE FOLLOWING:

- A. Client shall maintain the RDC Account at Bank for the receipt of deposits of Items.
- B. Client will create images of Checks at Client's location by use of scanning hardware and Software approved or provided by Bank. Client will enter all amounts and any other required information correctly.
- C. Client will only submit Checks for processing to Bank that meet the definition of "Item" as provided in this Service Description and will ensure that the Items scanned meet the standards for image quality established by the American National Standard Institute (ANSI) required by Regulation CC, or other standards established or required by Bank or applicable law, as amended from time to time. Client will not process any Non-qualifying Items. Bank's processing of any Non-qualifying Items shall not constitute a waiver by Bank or obligate it to process such Non-qualifying Items in the future. Bank may discontinue processing of Non-qualifying Items at any time, without cause or prior notice.
- D. Unless prior approval by Bank is obtained in writing, Client will not attempt to scan and transmit to Bank any Item which is drawn on a deposit account of Client at Bank or any other financial institution, or a deposit account of any business entity of which Client is a principal, officer or authorized signer. Client will only use the Remote Deposit Capture Service for its own purposes and in accordance with this Service Description.
- E. Client will not attempt to scan and transmit to Bank any checks made out to parties other than Client ("third-party checks").
- F. Client will not attempt to scan and transmit to Bank any previously truncated and reconverted Substitute Check. Any previously truncated and reconverted Substituted Check must be physically deposited with the Bank. Notwithstanding the foregoing, Bank may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the deposit account agreement governing Client's accounts.
- G. Client will (i) ensure that Items are restrictively endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items, (ii) handle, process, maintain and destroy Original Checks as set forth in this Service Description

and in the Supporting Documents, and (iii) ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for an Item more than once in any form.

- H. Except to the extent otherwise remotely agreed by Bank, Client will provide, at its own expense, a broadband Internet connection, such as via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to a compatible Web browser, and other equipment and supplies required to use the Remote Deposit Capture Service, all of which must satisfy any minimum requirements or as otherwise may be acceptable to Bank. Except to the extent otherwise provided in this Service Description, Client will provide, or obtain from another party selected by Client at Client's expense, support and maintenance of such Internet connection and all other computer hardware, software, and equipment required to use the Remote Deposit Capture Service, including without limitation troubleshooting Internet connectivity issues with Client's internet service provider (ISP).
- I. Client will balance the dollar amount of each deposit to the sum of Checks prior to transmitting to Bank.
- J. Client will: (i) maintain a daily control record of all Checks, including transaction counts and dollar amounts; and (ii) balance transactions transmitted from the previous business day and immediately notify Bank of any error or discrepancy discovered.
- K. Unless Bank specifically agrees otherwise in writing, Client will not use the Service to deposit any Check or Checks that exceed the transaction limits established by Bank from time to time. Bank may communicate the transaction limits, including changes to the same, by written or electronic notice to Client.
- L. Client will be responsible for verifying Bank's receipt of Client's transmission(s) by verifying that deposits have been posted to the RDC Account, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank.
- M. Client will maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this Service Description.
- N. Client shall exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by the Bank or otherwise required for use of the Remote Deposit Capture Service and shall further prevent the use of the same by unauthorized persons. Client assumes full responsibility for the consequences of any missing or unauthorized use of or access to the Remote Deposit Capture Service or disclosure of any confidential information or instructions by Client, its employees and agents (as applicable).
- O. Client will immediately stamp or otherwise mark Original Checks "Processed," once the Check has been scanned and transmitted. The purpose of this marking on the Original Check is to indicate that the Item has been electronically presented and is thereafter void for re-presentment. Client agrees that it will not present an Item through the Remote Deposit Capture Services to Bank or any other bank for payment once the Item has already been scanned and transmitted for RDC processing.
- P. Client will, upon request, make scanner location available for on-site inspection by Bank, to ensure Client is complying with Terms and Conditions of Remote Deposit Capture Service.

VII. EQUIPMENT.

- A. Client agrees to use only scanner equipment and software that meet Bank's service specifications, and shall not use any scanner equipment purchased or provided by a third parties without Bank's prior written consent. Client will ensure that the equipment is clean and operating properly, and will inspect and verify the quality of images and ensure that the digitized images of Original Checks are legible for all posting and clearing purposes. If Client utilizes a scanner not provided by Bank, Client will be solely responsible for verifying the compatibility of any equipment used with the Remote Deposit Capture Service.
- B. To the extent Bank provides access to equipment for Client's use of the Remote Deposit Capture Service ("Bank-Provided Equipment"), Client is responsible for the maintenance of the Bank-Provided Equipment and Bank may require Client's use of the same to be subject to separate terms. If any Bank-Provided Equipment is lost, stolen, or damaged in such a manner that Client cannot comply with the capture, transmission, processing, and other applicable procedures and requirements of this Service Description, Client agrees to inform Bank and to then obtain and substitute new equipment that is acceptable to Bank, before Client continues using the equipment and the Remote Deposit Capture Services. If Client's use or maintenance resulted in damage to any Bank-Provided Equipment, Client agrees to reimburse Bank on demand for Bank's costs to repair the equipment, or to replace the equipment if repair is not reasonably feasible. Upon termination of this Service Description, Client's right to use the Bank-Provided Equipment shall terminate and Client agrees to return the scanner and all program materials within ten (10) calendar days (or Bank shall charge Client the replacement cost of the scanner).
- C. Bank recommends Client utilize antivirus software whenever possible. Client is ultimately responsible for maintaining and updating computer equipment used to access the Remote Deposit Capture Service, Online Banking Service or related Services, including maintaining up-to-date security patches, updates, and other protective applications. Bank assumes no liability for any computer virus or related problems arising in connection with Client's use of equipment, including Bank-Provided Equipment, and Client shall indemnify, defend and hold harmless the Bank for any losses, damages, costs and expenses resulting directly from any computer virus or related problems the Bank may suffer or incur from any computer virus or related problem caused by Client.

VIII. SOFTWARE. At any time during the term of this service description, bank may require in its sole discretion the use of software in connection with the RDC Services.

- A. To the extent Bank requires the use of Software in connection with the Remote Deposit Capture Service, Client will implement and use the Software, as set forth in the Supporting Documents and any applicable materials relating to the Supporting Documents to transmit output files to Bank.
- B. Client acknowledges that (i) its license to any Software that may be required for the Remote Deposit Capture Service is directly from the Software provider, pursuant to the license agreement that appears when any such Software is electronically accessed by Client or otherwise provided to Client, (ii) Bank may provide certain "first level" support to Client with respect to the Software, but that Bank will have no responsibility, for maintenance, support, infringement protection, or otherwise, to Client with respect to the Software, and (iii) Client will look strictly to the Software provider, or its successors, with respect to any issues concerning the Software that cannot be satisfactorily resolved with Bank's assistance.
- C. Client will use the Software solely for the purpose of transmitting output files to Bank consistent with this Service Description and not for communications with any other party. Client will not allow access to the Software or the use of the Remote Deposit Capture Service by any person other than Client, and will only process Items arising from a transaction or obligation between Client and its direct payor. Without limiting the foregoing, Client agrees to implement and maintain separation

of duties and dual control procedures at Client's location(s) to ensure compliance with the limitation on access commitments provided under this Service Description.

- D. To ensure Client's retention obligations under this Service Description, Client agrees to implement and maintain business continuity procedures, including but not limited to those needed to ensure proper backup of data and periodic testing of the same.

IX. RETENTION AND DESTRUCTION OF ORIGINAL CHECK. Client will retain and store original checks in a safe and secure environment for a period of 30 days after such item has been digitized and processed. Client shall take appropriate security measures to ensure that: (i) only authorized personnel shall have access to original checks, and (ii) that the information contained on such original checks or on any corresponding imaged items are not disclosed to third parties. Client will promptly (but in any event within 5 business days) provide any retained original check (or, if the original check is no longer in existence, a sufficient copy of the front and back of the original check) to bank as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as bank otherwise deems necessary. Client will use a commercially reasonable method which is consistent with any requirements of regulation cc and approved by bank to securely and permanently destroy original checks after client's retention period has expired.

X. PROCESSING TIMES.

- A. Notwithstanding any provisional credit that may be applied to the RDC Account in connection with Client's transmitted Imaged Items, Imaged Items processed for deposit through the Remote Deposit Capture Service will be deemed to have been received by Bank for deposit at the time the Imaged Items are actually received and accepted at the location where Bank or its designated agent posts the credit to the RDC Account. A deposit of Imaged Items will be deemed to have been received and accepted by Bank for deposit when all of the following have occurred: (i) Bank has preliminarily verified that the image quality of the Imaged Items is acceptable to Bank in its discretion, all Item information is complete and the deposit totals are balanced to the Item information provided for the deposit; and (ii) Bank has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Imaged Items received by Bank for deposit may be rejected by Bank in Bank's sole discretion.
- B. Items will be processed and ready for presentment by Bank after Bank receives all good digitized images and associated data for any given transmission from Client. Client agrees to view the images of each scanned Item that is sent to Bank. If Item information received by Bank is not complete or cannot be processed by Bank for any reason, Bank may reject the Imaged Item, notwithstanding any transmission confirmation and charge the amount back against any provisional credit to Client's RDC Account. Client will be responsible for verifying Bank's receipt of Client's transmissions by verifying that deposits have been posted to Client's RDC Account. Bank will use commercially reasonable efforts to present Items for payment to the applicable Endpoint within a reasonable period of time following such receipt.
- C. If an Imaged Item is not accepted for deposit, Client may then submit the Original Check to Bank for processing or contact the maker to reissue the Check. If Client submits the Original Check for processing, Bank reserves the right to refuse to process the Check for deposit and presentment to the Paying Bank and may instead require Client to have the maker reissue the Check.
- D. It is Client's responsibility to understand and build into its transmission schedules the appropriate deadlines necessary to meet the availability schedules of Bank as set forth in the Master Agreement or as otherwise established by Bank. Client is further responsible for understanding

and building into its transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

- E. The cut-off time for deposits to be made through the RDC Service can be found at <https://www.tcbk.com/business/cutoff-times>. Any deposits made after the cut-off time will be considered made the following business day.

XI. RETURNED ITEMS. Client understands and agrees that an item that is not paid by a paying bank, or is otherwise returned for any reason, will in bank's discretion be: (i) re-presented to the paying bank; or (ii) returned to client and client's RDC account charged for the amount of the item plus any associated fees as disclosed in bank's applicable fee schedule, which may be changed from time to time in bank's discretion. Client agrees that items may be returned as image exchange items, rather than substitute checks. Bank's right to charge the RDC account of client will apply without regard to whether the item is timely returned to bank or whether there is any other claim or defense that the item has been improperly returned to bank.

XII. BANK RIGHTS AND RESPONSIBILITIES.

- A. For all Imaged Items processed by Client pursuant to this Service Description, either (i) digitized images will be converted to Substitute Checks and presented for payment to established Endpoints, or (ii) Imaged Exchange Items will be presented for payment through image exchange networks. Bank may in its sole discretion determine the manner of processing. All such processing and presentment shall be done in accordance with timeframes and deadlines established by the Bank from time to time.
- B. Unless otherwise agreed by Client and Bank, Bank will process any returned Items in accordance with applicable law and the Master Agreement.
- C. Subject to the terms of this Service Description, availability of credit from Items processed under this Service Description will be subject to the availability schedule of Bank, which may be amended from time to time.
- D. Bank may at its sole option, with or without cause, at any time and from time to time, refuse to process any Imaged Items. Bank may from time to time establish transaction limitations and assign them to Client.
- E. Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Bank's control. In addition, Bank shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in Bank's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if Bank's otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In the event of any failure or delay, Client acknowledges that it may instead deposit directly with Bank any Original Items for processing and presentment, provided such Original Items have not been previously imaged and processed in connection with the Remote Deposit Capture Services.
- F. In addition to any other rights Bank may have with regards to the accounts of Client, Bank may hold and use funds in any Client account following termination of this Service Description for such time as Bank reasonably determines that any Item processed by Bank prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which Bank may be responsible. Without limitation, you recognize that under the UCC, Regulation

CC, the Electronic Check Clearing House Organization™ (“ECCHO”) Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

XIII. CLIENT REPRESENTATIONS AND WARRANTIES. Client makes the following representations and warranties with respect to each item, including non-qualifying items, processed by client pursuant to this service description:

- A. The Imaged Item is a digitized image of the front and back of the Original Check and accurately represents all of the information on the front and back of the Original Check as of the time Client converted the Original Check to an Imaged Item;
- B. The Imaged Item contains all endorsements applied by parties that previously handled the Original Check in any form for forward collection or return;
- C. Except as otherwise specifically disclosed in writing to Bank, Client is not now engaged, and will not during the term of this Service Description engage, in any business that would result in Client being or becoming a "money service business" as defined in the Federal Bank Secrecy Act and its implementing regulations;
- D. All encoding, transfer, presentment and other warranties made under applicable law as Bank is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network;
- E. There will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and Client will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. Client agrees to indemnify and defend Bank against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check; and
- F. Client will not engage in any activity directly or indirectly related to the use of the Remote Deposit Capture Service that is illegal or fraudulent.

XIV. FEES. Client agrees to current fees for requested services. Refer to the Treasury Management Fee Schedule and Business Fee Schedule for the most current fees and charges related to RDC Service and related services. Bank reserves the right to change fees at any time without prior notice.

XV. BANK'S LIABILITY. In addition to any limitations in the Master Agreement, Bank will not be liable to Client for any refusal of a Paying Bank to pay an Image Exchange Item or Substitute Check for any reason (other than the gross negligence or willful misconduct of Bank), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly unauthorized, was a counterfeit, had been altered, or had a forged signature.

ACCEPTANCE OF TREASURY MANAGEMENT SERVICES



Part I – Certification

New Acceptance

Amendment No. _____

to existing Acceptance of Treasury Management Services, original dated: _____

Name of Primary Entity CITY OF BLUE LAKE

Each amendment to this Acceptance will effectively supersede all prior versions of this Acceptance. Defined terms will have the meaning provided in the Tri Counties Bank Master Treasury Agreement, and applicable Service Description(s), unless otherwise defined herein.

The person(s) signing (“Executing Representative(s)”) this Acceptance of Treasury Management Services (“Acceptance”) on behalf of the company identified in the signature block of this Acceptance (“Client”), certifies on behalf of Client that:

(i) Client agrees to be bound by the Tri Counties Bank Master Treasury Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules, enrollments, or attachments to the same, which apply to the services designated by Client in Part II of this Acceptance, and Client’s use of any Service, including without limitation each Service that Client commences using after the Effective Date of this Acceptance, confirms Client’s agreement to be bound by each Service Description relating to that Service;

(ii) The Client has received a copy of the Master Agreement together with each Service Description for which a Service has been selected by Client below; and

(iii) The Executing Representative has full authority to execute this Acceptance on behalf of Client, and to enter into other agreements and Supporting Documents for the Services now or hereafter offered by Bank, and to amend, terminate or otherwise act on behalf of Client with respect to each Service used by Client.

Part II – Service Options

DESIGNATION OF MASTER TREASURY SERVICE OPTIONS.

Client designates the following Service options, and acknowledges receipt of the following Service Descriptions (check all that apply):

Online Banking

Lockbox

Wire Transfer

Business Associate Supplement to Lockbox Service Description

Positive Pay & Account Recon

Smart Safe

ACH

Courier and Cash Vault

Supplement to ACH Service Description:
Third Party Service Provider (Sender)

Multiple Party Access

Remote Deposit Capture

Integrated Payables

Secure File Transfer

Virtual Card

Part III – Additional Terms and Signatures

Any Client initiated addition, deletion or change to the Acceptance for any Service must be submitted in a form acceptable to Bank, and no such requested addition, deletion or change will become operative or effective until Bank confirms to Client that such addition, deletion or change has been approved by Bank and implemented. Notwithstanding the foregoing, Bank reserves the right to add to, delete or change this Acceptance upon notice to Client.

The Acceptance may be signed in counterparts and transmitted by facsimile. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. The effectiveness of the Acceptance (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually-signed originals and shall be binding on all parties hereto. Bank may also require that the Acceptance (or any related document) be confirmed by a manually-signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any facsimile document or signature.

Agreed To and Accepted _____ (Effective Date")

CLIENT: CITY OF BLUE LAKE

By: _____

Name: Amanda Mager

Title: City Manager

CLIENT: _____

By: _____

Name: _____

Title: _____

CLIENT: _____

By: _____

Name: _____

Title: _____

CLIENT: _____

By: _____

Name: _____

Title: _____

TRI COUNTIES BANK

E-SIGNED by Lisa Grimmatt
By: on 2023-03-06 18:40:03 GMT

Name: Lisa Grimmatt

Title: TMO | VP



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road,
Phone 707.668.5655

Blue Lake, CA 95525
Fax 707.668.5916

AGENDA REPORT

Item #: 6
Date: March 28, 2023
Item Subject: Website Review and Proposal Discussion
Submitted By: Councilmember Scafani

General Information:

Councilmember Scafani contacted the City's website designer and host, to solicit a proposal to update the City's website. Councilmember Scafani requested that the item be placed on the agenda and the proposal attached for review and discussion.

Background Material Provided: Redwood Curtain Design Proposal

Fiscal Impact: N/A

Recommended Action: Direct staff as necessary.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

Agenda items for March 28

1 message

To: Amanda Mager <citymanager@bluelake.ca.gov>

Thu, Mar 23, 2023 at 9:17 PM

Hi Mandy,

Here are the topics I have been working on. Turns out this is a good time to add them since the agenda is light. I recall that at the training meeting on the 14th Adlene asked to put notification procedures on this agenda also. This was in relation to the discussion of sandbags and flooding. Thank you for pulling all this together.

Sincerely,

Elise

WEBSITE

1. Review and discuss proposal from Redwood Curtain Design for city website refresh.
2. Consider establishing a monthly flex-time account with Redwood Curtain for ongoing design adjustments to the website. 4 hours per month costs \$180 which is a 50% discount from the hourly rate of \$90/hr.

The purpose of refreshing the city website is to:

- best serve the community through complete, accurate and easily located information
- reduce the staff time required to maintain the website and disseminate information
- improve opportunities to promote city programs and services

Communications policies

Discussion items:

1. The use of social media for city business
2. Establishing a spokesperson/policy to address public inquiries
3. Use of official city website to disseminate city information

City of Blue Lake Website Refresh

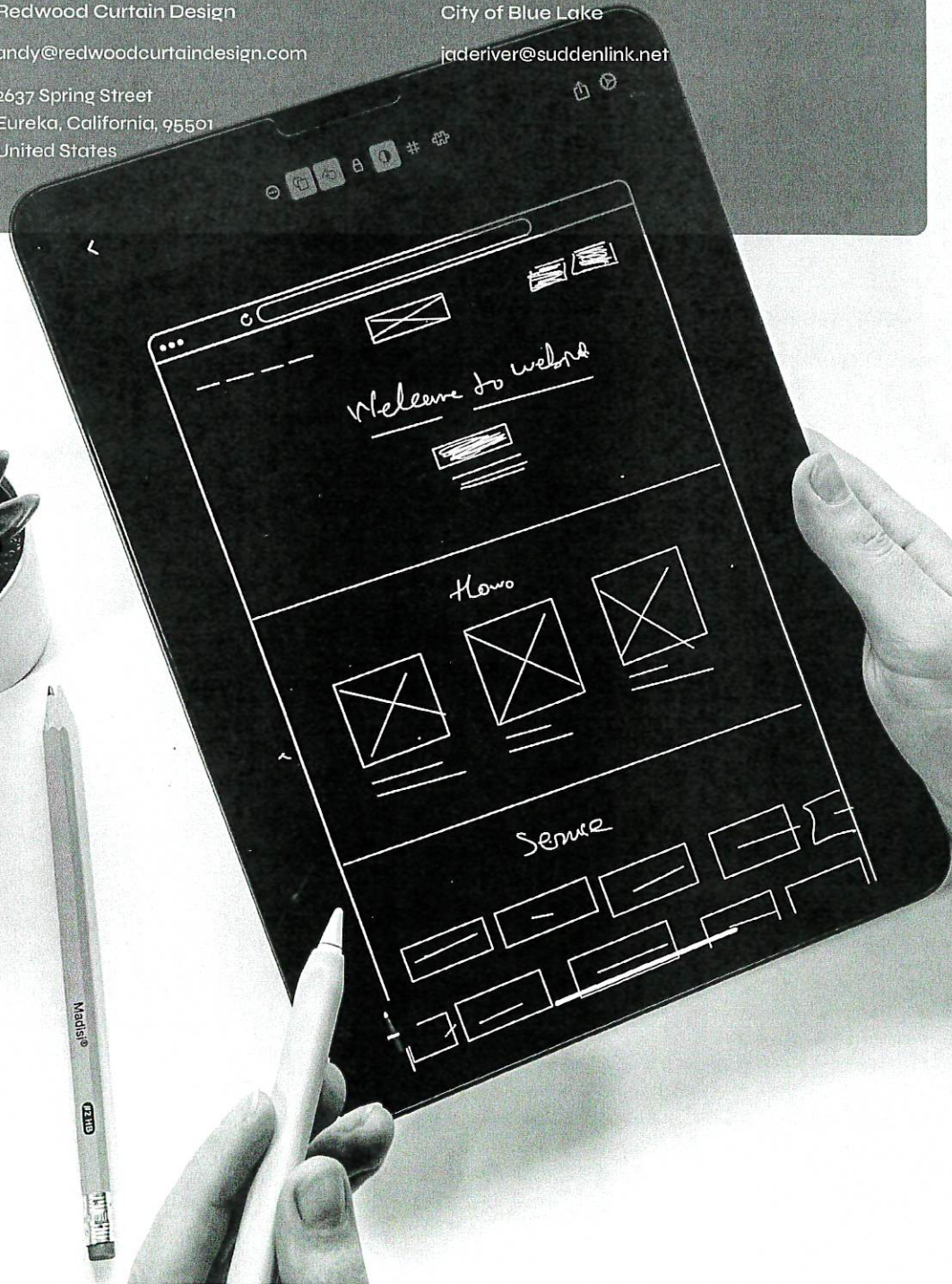
Sent: Mar 9, 2023 Accepted:

FROM

Redwood Curtain Design
andy@redwoodcurtaindesign.com
2637 Spring Street
Eureka, California, 95501
United States

TO

City of Blue Lake
jaderiver@suddenlink.net



Introduction

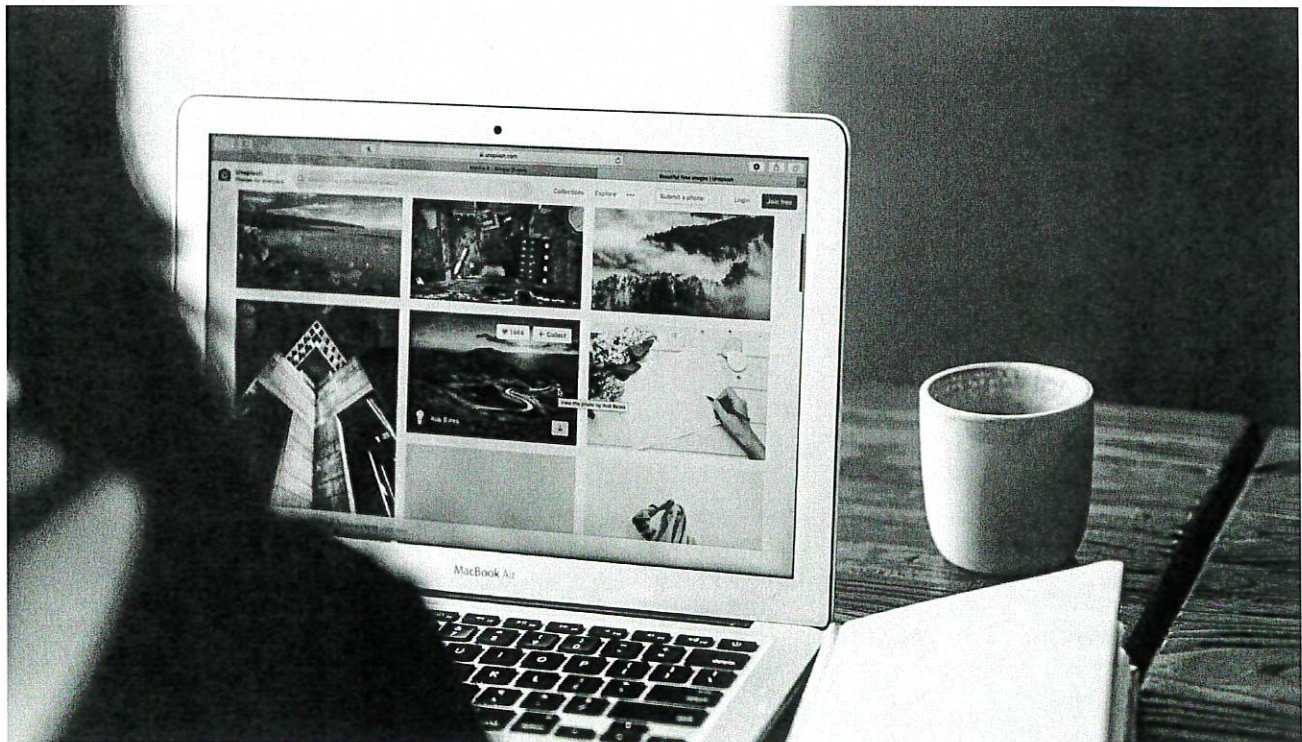
Hi Elise,

We recently spoke about refreshing the Blue Lake website. In particular, you were looking to make navigation simpler and consolidate pages so that updating information is easier. We also spoke about current barriers to maintaining the site, such as making the careers page easier to update. You mention that you'd like the website to be a central information location for city residents, and we agree that that is a great goal.

Overview and goals

The City of Blue Lake's main goals with this project are to:

- review the site's structure to understand where various information is stored
- consolidate or remove redundant pages as appropriate
- surface important information on the site, such as careers
- locate outdated information and update, consolidate, or remove it as appropriate
- determine barriers to easily updating content, and remove those barriers
- redesign pages that aren't clear, such as the minutes page and the home page hero section
- redesign the main menu to make items more easily understood



Your Investment Options

Website Refresh **\$1,260**

Items	Qty	Price	Total
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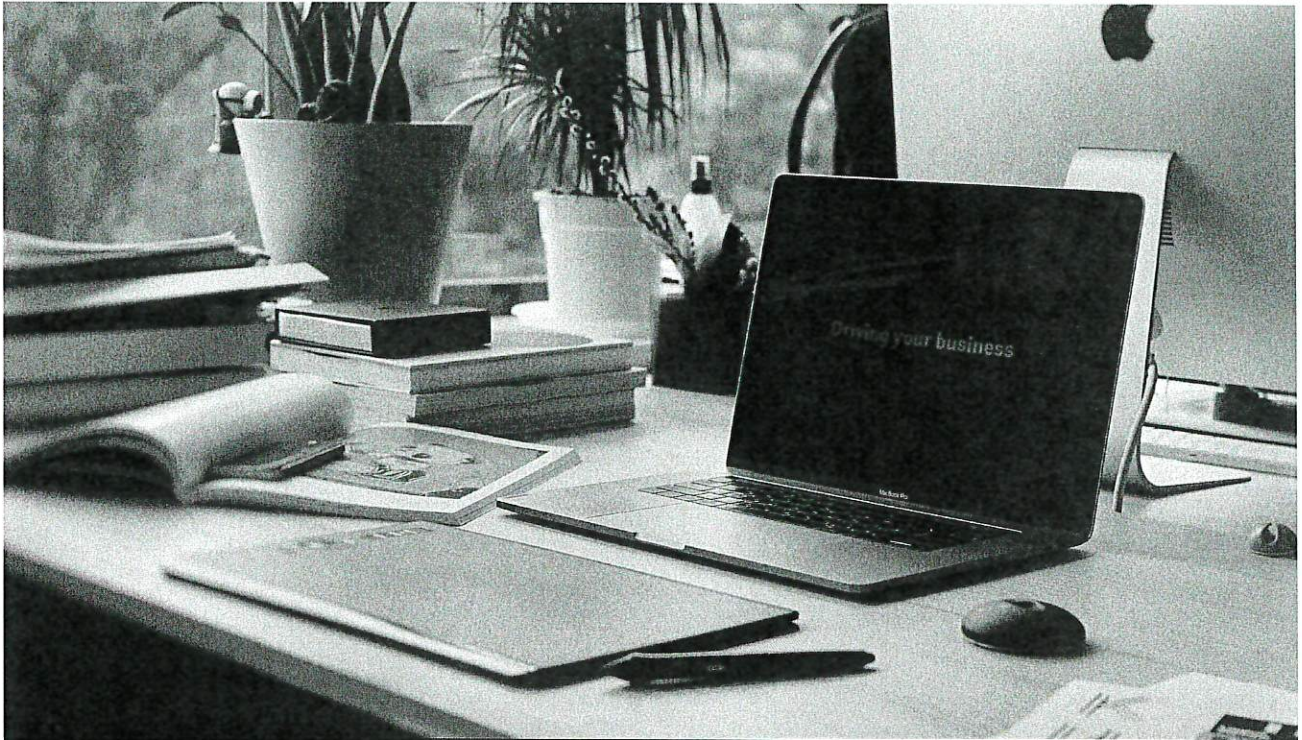
Research Time	6	\$90	\$540
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- Investigating the current site to determining structure and information layout
- Determine next steps for information (consolidating, updating, or removing)
- Determine if custom post types are needed (e.g., for career postings)

Design & Development Time	8	\$90	\$720
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- Designing new layouts for the home page and minutes page
- Designing a new site menu
- Cloning the site to a development server
- Implementing the layouts and updating pages as appropriate
- Implementing any custom post types
- moving the site from the development server to production

Total \$1,260



Next Steps

If you find that we're a good fit for this project, then mark this proposal as accepted or reach out to me directly at andy@redwoodcurtainsdesign.com, and we will schedule a project kickoff meeting.

We look forward to hearing from you!



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road,
Phone 707.668.5655

Blue Lake, CA 95525
Fax 707.668.5916

AGENDA REPORT

Item #: 7
Date: March 28, 2023
Item Subject: Social Media Policy Review and Online Public Outreach and Information Dissemination
Submitted By: Councilmember Scafani

General Information:

Councilmember Scafani has requested a discussion regarding the City's protocol for public outreach and information dissemination. As part of the discussion, a review of the City's policy on Social Media is recommended.

Background Material Provided: Social Media Policy

Fiscal Impact: N/A

Recommended Action: Direct staff as necessary.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

Agenda items for March 28

1 message

To: Amanda Mager <citymanager@bluelake.ca.gov>

Thu, Mar 23, 2023 at 9:17 PM

Hi Mandy,

Here are the topics I have been working on. Turns out this is a good time to add them since the agenda is light. I recall that at the training meeting on the 14th Adelene asked to put notification procedures on this agenda also. This was in relation to the discussion of sandbags and flooding. Thank you for pulling all this together.

Sincerely,

Elise

WEBSITE

1. Review and discuss proposal from Redwood Curtain Design for city website refresh.
2. Consider establishing a monthly flex-time account with Redwood Curtain for ongoing design adjustments to the website. 4 hours per month costs \$180 which is a 50% discount from the hourly rate of \$90/hr.

The purpose of refreshing the city website is to:

- best serve the community through complete, accurate and easily located information
- reduce the staff time required to maintain the website and disseminate information
- improve opportunities to promote city programs and services

Communications policies

Discussion items:

1. The use of social media for city business
2. Establishing a spokesperson/policy to address public inquiries
3. Use of official city website to disseminate city information

City of Blue Lake Social Media Policy – Adopted 4/11/17

Purpose:

To address the growing need of its citizens who are obtaining information and communicating online, this policy will establish the appropriate use of online social media, (including but not limited to Facebook, Twitter, Instagram, NextDoor, and Google+), for City communication, business and marketing.

For purposes of this policy, Social Media sites is defined as services through which multiple users can easily publish and share a wide variety of content, including written commentary, pictures, and video/audio files through the internet.

The City Council and the City Manager have an overriding interest and expectation in deciding who may “speak” and what is “spoken” on behalf of the City of Blue Lake on social media sites.

This policy establishes guidelines for use of social media.

Policy:

1. All official City of Blue Lake presences on social media sites or services are considered an extension of the City’s information networks.
2. The establishment and use of any social media site is subject to the approval by the City Manager or his/her designee.
3. All City staff and officials who use social media are responsible for complying with applicable federal, state, and city laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment, and privacy laws.
4. The California Public Record Act requires that government agencies preserve public records regardless of physical form, and specifies “any form of communication or representation.” Therefore social media sites administered by the City of Blue Lake are subject to the California Public Records Act. Any and all content on a City administered social media site, including, but not limited to, subscribers and comments may be considered a public record and could be subject to public disclosure. Communication or representation by City Councilmembers or City Staff on personal social media site pertaining to City business may also be considered a public record.
5. City social media sites shall be maintained by designated employees of the City of Blue Lake and may be used for business purposes only. The City Manager or his/her designee and individual Department Heads are responsible for assigning staff to be responsible for updating responding to inquiries, and keeping information current on social media sites. Designated employees representing the City government through social media outlets must conduct themselves at all times as representatives of the City of Blue Lake. This social media policy governs the use of any City administered social media site; regardless of whether the sit(s) is (are) accessed from City computers or from computers outside the City.

6. The Ralph M. Brown Act (Brown Act) requires that public agencies deliberate and take action openly. Content and/or comments made by a City Official through a social media site on any City related issue within their jurisdiction could be subject to the requirements of the Brown Act. City elected officials should refrain from posting simultaneous content or comment on any City of Blue Lake related issue on any social media site, both personal and City administer social media sites.
7. The City of Blue Lake reserves the right to restrict or remove any content that is in violation of any applicable law or this social media policy. Any content which is removed will be retained by the City for a reasonable period of time, and will include the time, date, and user name (or screen name) of the content originator, when possible.
8. Whenever possible, all City social media sites shall be linked through the appropriate technology to the City's website for forms, documentation, online services and any other information or services necessary to conduct business with the City. The City of Blue Lake's website: www.bluelake.ca.gov will remain the City's primary repository of information regarding City operations, policy, and business. All City of Blue Lake established and administered social media sites will clearly state that they are sponsored by the City of Blue Lake and shall either provide or link, through the City website, to the City's Social Media policy.
9. The City of Blue Lake is committed to serving the online community in a civil and unbiased manner. In regards to social media sites that allow posts/comments, the City moderates such content posted by third party users to ensure that it is appropriate. Content deemed inappropriate may include, but is not limited to, profanity, comments promoting discrimination, threats to an individual or organization, encouragement of illegal activity, solicitation of a business for any service or product, information that may compromise the safety or security of the public, copyright infringement, and/or content that solicits members to "like" or otherwise join other social network sites. Comments made by members of the online community who are not employees of the City of Blue Lake do not necessarily reflect the opinions or policies of the City of blue Lake. The City reserves the right to deny access to a City of Blue Lake administered social media site to any individual who violates this social media policy at any time, and without prior notice.
10. The objectives for participating in social media sites are to:
 - a. Disseminate information to our community and neighboring communities;
 - b. Demonstrate commitment to outreach and engagement and to monitor issues affecting the City; and
 - c. Build and engage an "online community" of residents and businesses.

Code of Conduct for City Employees and Elected Officials

All Employees and Elected Officials shall be provided with a copy of this policy and will familiarize themselves with it. Employees' use of social media sites for official business is governed by this policy, as well as applicable City rules and regulations. Elected Officials will take special care to familiarize themselves with common pitfalls between commenting on social media sites regarding City business and regulations found in the Brown Act regarding open meeting policy. Both designated employees and Elected Officials will use social media responsibly.



CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road,
Phone 707.668.5655

Blue Lake, CA 95525
Fax 707.668.5916

AGENDA REPORT

Item #: 9
Date: March 28, 2023
Item Subject: Consent Agenda
Submitted By: Mandy Mager, City Manager

General Information:

Consent Items:

- February 28, 2023 Meeting Minutes (Draft)
- Warrants and Disbursements

Background Material Provided: Meeting minutes and Warrants and Disbursements

Fiscal Impact: N/A

Recommended Action: Direct staff as necessary.

Review Information:

City Manager Review: Legal Review: Planner Review: Engineer:

Comments:

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CITY OF BLUE LAKE

CALIFORNIA

111 Greenwood Road

P.O. Box 458

Blue Lake, CA 95525

Blue Lake City Council Minutes

Tuesday, February 28th, 2023 ~ 6:30 p.m. ~Regular Council Meeting
Skinner Store Building-111 Greenwood Road, Blue Lake-Behind City Hall

Unless Otherwise Noted, All Items on the Agenda are Subject to Action.

Meeting Called to Order at **6:30 PM**

1. Pledge of Allegiance and Establish a Quorum of the Council

Council Members Present:

Adelene Jones, Mayor
Elizabeth Mackay
Angela Shull, Mayor Pro Tem
Elise Scafani
Christopher Edgar

Staff Present:

Amanda Mager, City Manager/City Clerk
Emily Wood, Director of Parks & Recreation
Anali Gonzalez, Administrative Assistant

Public Present:

Mardi Grainger
Julie Christie
David Glen
Lin Glen
Angela Dare
Winona Pitts
Ted
Marlene
Ingrid Kosek
Jeff Landon
Lisa Hoover

2. **Approve Agenda**

Motion: To Approve the Agenda as presented

Motion by: Councilmember Mackay, **Second:** Councilmember Shull

There were no comments from the Council or public.

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

3. **Public Comment** – *The Public is invited to present petitions, make announcements, or provide other information to the City Council that is relevant to the scope of authority of the City of Blue Lake that is not on the Agenda. The Council may provide up to 15 minutes for this public input session. To assure that each individual presentation is heard, the Council may uniformly impose time limitations of 3 minutes to each individual presentation. The public will be given the opportunity to address items that are on the agenda at the time the Council takes up each specific agenda item.*

Mardi Grainger: States she opened the Virgo Rising Food Bar in 2020 during the COVID epidemic; she did not want to wear a mask, but agreed to do so when serving food. She raised over \$3,000 for parks and recreation; closed Virgo Rising due to health/safety mandates; attempted to reopen later when the Dog House started to utilize the space but it was too difficult for two businesses to operate out of the same space. In 2022, she met with the City to see about using the serving booth; the City was renovating the space and told her she could utilize it when construction was finished. The City continued to make upgrades to the serving booth beyond the timeframe that was anticipated; she was not provided with updates on the progress; she would like to meet with the City to see when the booth will be ready for Virgo Rising to open.

Julie Christie: I support Zoom meetings for City Council; I'm able to participate in public comment.

4. **City of Blue Lake Commission Appointments and Resignation Acceptance-Action**

Mayor Jones reads the staff report

The City has received applications for the Economic Development and Public Safety Commissions. Darcey Lima and Roxanne Rothery have submitted applications for the Economic Development Commission and Jason Crews has submitted an application for the Public Safety Commission. Richard Platz has resigned from the Planning Commission and Matt Watts has resigned from the Arts & Heritage Commission.

Motion: To appoint Roxanne Rothery and Darcey Lima to the Economic Development Commission and Jason Crews to the Public Safety Commission; and accept the resignations of Richard Platz from the Planning Commission and Matt Watts from the Arts and Heritage Commission; City staff to advertise the commission vacancies.

Motion by: Councilmember Mackay, **Second:** Councilmember Edgar

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

5. **Council Training on March 14, 2023**

Mayor Jones reads the staff report. Council directs the City Manager to finalize the training details and agenda and notice the meeting.

6. **Memorandum of Understanding between the City of Blue Lake and Humboldt County to Provide Assistance Administering California Housing and Community Block Grant Programs**

Mayor Jones reads the staff report.

City Manager Mager explains that the County provides technical assistance to the City for various CDBG functions; the City does not have the technical expertise, nor the staffing required to manage the program. The County provides this assistance to other municipalities and it provides a great benefit to the City.

Councilmember Mackay: The MOU was not reviewed by the City's attorney; is there a reason why?

City Manager Mager: The MOU was prepared by Humboldt County and was drafted and reviewed by their legal counsel; this MOU contains standard language required by the funding agency and is similar to the MOU signed in the past by the City. As it has gone through County legal review I chose to bring it before Council for consideration.

Motion: To authorize and execute the Memorandum of Understanding between the City of Blue Lake and the County of Humboldt for the administration of CDBG activities and programs.

Motion by: Councilmember Shull, **Second:** Councilmember Mackay

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

7. **Humboldt Waste Management Authority Joint Powers Agreement Amendment-Action**

Mayor Jones reads the staff report

City Manager Mager provides an overview of the agreement amendment; the amendment cleans up typographical errors and incorporates language regarding Senate Bil 1383, the organics recycling mandate from the State of California. The amendment allows HWMA to attain compliance with SB 1383; the City of Blue Lake is a member agency of the HWMA Joint Powers Authority and is working through HWMA to address compliance issues for the City of Blue Lake. The City has received funding from CalRecycle to educate the community on recycling/composting opportunities in preparation for a larger County wide program. The City has an exemption due to our size and lack of commercial organic waste producers, but is working toward compliance with HWMA and our waste hauler.

Councilmember Scafani: Is there a possibility to create a composting area within the City?

City Manager Mager: Yes, the Community Garden may be an ideal place if the gardening community is interested in maintaining the site. Education and providing resources for at-home composting would be the preferable method for engaging with the community.

Councilmember Edgar: Backyard composting would be a better option; a City operated compost would need to be regulated.

Motion: To approve the changes as presented and authorize the Mayor to execute the amendment with Humboldt Waste Management Authority

Motion by: Councilmember Mackay, **Second:** Councilmember Edgar

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

8. **Mercer Fraser Contract Award for Wastewater Treatment Plant Headworks Replacement**

Mayor Jones reads the staff report

City Manager Mager states that the City has gone out to bid for the replacement of the headworks; the City has received one qualified bid for the work. The City Engineer, Mike Foget, recommends the City contract with Mercer Fraser to purchase and replace the headworks equipment. The equipment is an integral part of the wastewater system and the City has been pursuing replacement options for two years. The cost of the headworks has gone up and has exceeded the projected budget established in fiscal years 2022/2023; the authorization to contract with Mercer Fraser also requires the City to authorize the increase in the capital improvement line item of the wastewater budget.

Councilmember Scafani: Is this project grant funded?

City Manager Mager: No, the project would be funded from the wastewater capital improvement fund. This type of project is usually not a candidate for grant funding as it's more of an on-going operational project, rather than an enhancement or improvement project.

Motion: To authorize the City Manager to execute the contract with Mercer Fraser to repair the equipment specified in the agreement and authorize an increase to the Sewer capital improvement budget to support the contract amount.

Motion by: Councilmember Shull, **Second:** Councilmember Mackay

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

9. **Continuation of Zoom Meeting Option for Public Participation-Discussion/Action**

Mayor Jones reads the staff report

The City has offered a Zoom public option for City Council meetings since the start of the COVID pandemic. Over the last three months, public participation on Zoom has significantly dropped or has been non-existent. Zoom is challenging for staff to manage during meetings and has presented operational issues. Due to the low participation on Zoom over the past three council meetings, staff has suggested the elimination of Zoom. City Manager Mager states that staff is happy to continue offering Zoom if the Council so chooses.

Mayor Pro Tem Shull: Zoom is a nice option for people with kids or those with disabilities that want to participate but may not be able to come in person.

Councilmember Edgar: It meets the condition of “reasonable accommodations” and should be continued

Councilmember Scafani: Zoom gives more options for the community to participate

Mayor Jones: I’m happy to continue to offer the Zoom option; it provides access and transparency

Public Comment:

Angela Dare: I wasn’t feeling well and appreciate having the Zoom option.

Lin Glen: This is one of the good things that came out of COVID; it allows more public input

Julie Christie: I appreciate the Zoom option and would like the recordings posted for transparency

Councilmember Scafani: Have prior meetings been posted on Access Humboldt since July 2022?

City Manager Mager: We have not posted meetings to the Access Humboldt page since July; we have had several issues with the recordings due to Internet issues and there have been issues with meeting protocols and behavior and commentary that did not reflect well on the community. The City does not have a meeting protocol that requires meetings to be recorded outside of the taking of the minutes, nor is there a protocol for posting recordings. If the Council would like to change this, it should be discussed as an agenda item. There are issues that would need to be resolved to accommodate the recording process, including equipment and technical expertise.

Councilmember Scafani: The meetings should be uploaded for those who may want to view the meeting at a later date.

City Manager Mager: The Council needs to create a protocol for video recording if they would like to make it a consistent procedure.

Councilmember Shull: Would like to add this topic to the March agenda.

Lin Glen: I am a frequent user of Zoom and appreciate the option for those who cannot attend meetings for a variety of reasons. I was at a prior meeting that discussed public access to Zoom recordings.

Mayor Jones: The Council’s consensus is to direct City Staff to continue the use of Zoom Meetings

10. Consider Recommendation from the Blue Lake Arts and Heritage Commission on a Name for the DANCO Affordable Housing Mixed Use Development Project

Mayor Jones reads the staff report

City Manager Mager: The Arts and Heritage Commission was asked to develop a recommendation for the naming of the affordable housing/mixed use development project in the Powers Creek District.

The project is commonly referred to as the “DANCO Project” which has had a polarizing effect in the community. Naming the project will allow the development to take on it’s own identity and will allow the “placemaking” process to proceed in a more positive manner. The Arts and Heritage Commission created an ad-hoc committee to tour various development projects and worked with Marnie Atkins, Cultural Director of the Wiyot Tribe, and Arts and Heritage Commission Advisory Member to develop options for a Wiyot name. For the past several years, the Council has been working on opportunities to incorporate Wiyot language into the community and to develop partnerships with the Wiyot Tribe.

Name suggestions:

Baduwa’t Community

Doulit Community (Pronounced Doo-leet Community)

Da ‘Di’ qhoughuk (The Wiyot name for Blue Lake... Where the trail comes down)

Councilmember Edgar: I like Baduwa’t Community, it’s the easiest to pronounce.

Councilmember Scafani: I wonder if it’s too early to name the development; I’m not sure how far along the development is in the process and maybe it’s premature.

Mayor Jones: There’s a lot that goes into naming a project

Councilmember Scafani: This should go out to the community; this came out of left field

Councilmember Mackay: The Arts and Heritage Commission wanted to be a part of the naming process; I’m happy with the recommendation, it’s familiar and we want to move forward on a positive note; this can be a very beneficial change. The space will be beautiful; I agree that putting it out to the community would be good, but we might get 1000 names and we could lose the connection to the Wiyot.

Mayor Pro Tem Shull: I appreciate the work that the Arts and Heritage Commission has done; it’s a lot of work to tour the other projects; I would be opposed to taking it to the next meeting just to process; but I don’t want to negate the work that the commission has done.

Councilmember Edgar: I think putting it out to the community opens doors that don’t need to be opened.

Mayor Jones: I like “Baduwa’t Community,” it’s a project that will be part of our community.

Mayor Pro Tem Shull: I also like the term “community.”

Motion: To name the mixed-use/affordable housing development the Baduw’at Community

Motion by: Councilmember Edgar, **Second:** Councilmember Mackay

Councilmember Comment:

Councilmember Scafani: I’m not comfortable with naming the development at this time.

Public Comment:

Mardi Grainger: I’m unsure of how to pronounce the name; I don’t understand the connection between the Tribe and the project; it’s land owned by the City.

Lisa Hoover: Giving this development a name right now feels pre-mature; I was surprised that the development is at this stage. I know there's a Wiyot on the commission, but I wonder if other Wiyots are okay with this? It may not be suitable for a housing development.

Jeff Landon: I think its presumptuous and it is an "us and them" thing; is there a Wiyot name for "token gesture."

Vote: Ayes: Jones, Mackay, Shull, Edgar **Nays:** Scafani **Absent:** None

Motion Summary: Motion Passed

11. **California League of Cities Budget Update and Call to Action Resolution and Letter Request in Opposition to Initiative 21-0042A1**

Mayor Jones reads the staff report

City Manager Mager provides an overview of the initiative and the potential impacts to local government control and funding.

a. Resolution No. 1215-A Resolution in Opposition to Initiative No. 21-0042A1

b. Letter in Opposition of Initiative No. 21-0042A1

Motion: To adopt Resolution 1215, and authorize the Mayor to sign the Opposition Letter and direct Staff to distribute the Opposition Letter as appropriate.

Motion by: Councilmember Mackay, **Second:** Mayor Pro Tem Shull

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

12. **Dog Ordinance Review and Discussion-Discussion/Action**

Mayor Jones reads the staff report

City Manager Mager: Council directed staff to contact the City Attorney, Ryan Plotz, to review options for the issuance of citations for nuisance dog issues. The City currently does not have an adopted process in place to do so and would need to revise the municipal code to make these accommodations. The City Attorney explained that the City can adopt their own process to enforce citations and penalties for roaming or nuisance dogs; the citations must be a reasonable amount and there has to be an opportunity to cure the violation. The ability to collect on the citation is limited and the amount of time and expense to pursue collection makes this options cost prohibitive.

Mayor Jones: Did the attorney mention other cities that use a citation process?

City Manager Mager: No, the attorney said it's similar to a nuisance process. The citation would be administrative and not civil.

Mayor Pro Tem Shull: Did the attorney recommend a process for presenting citations?

City Manager Mager: The discussion concluded that it would be too difficult for the City to implement a citation policy reasonably and effectively and he recommended that the City pursue an alternative process.

Councilmember Scafani: How much does it cost for Animal Control to take a roaming dog to Humboldt County Animal Shelter?

City Manager Mager: It depends on what resources are required, although it averages \$200-300. In most cases, citizens have taken roaming dogs to the shelter on their own.

Councilmember Scafani: I feel that there are two distinct parts to this issue - dogs at large and dogs that are dangerous. I had a conversation with Andra Hale, animal control officer, and she stated that the City could amend the contract to allow animal control to respond to calls without prior approval on an emergency basis, possibly reducing delays. Maybe a “10 strikes policy” could work for enforcement for roaming dogs.

Mayor Jones: Education would be helpful, such as posters or flyers that promote being a responsible dog owner and could serve as a reminder for others - “friendly and informative.” Emily Wood makes nice posters; she could work with Blue Lake Elementary School to create a campaign for being a responsible dog owner.

Councilmember Scafani: An Animal Control officer could visit the school and present about dog ownership.

Public Comment:

Julie Christie: I sympathize with those who have experienced situations with roaming or aggressive dogs. I would suggest signage on City property, promoting training classes and workshops, establishing a good relationship with Paws Cause and the community should remain vigilant towards aggressive, roaming dogs that have been known problems for the community. The City should be stern towards repeat offenders and take action.

Mayor Jones: 10am-4am are quiet hours during the weekdays, 11am-9am on the weekends

Winona Pitts: Roaming dogs are not the problem; there are a lot of dogs that are out but are nice; like my dog that’s 17 years old and I s out and doesn’t cause problems. I think we need options to deal with emergency situations. I waited two days to get proper support after my dog was attacked; a city worker should be trained to detain aggressive dogs and remove them in emergency situations.

Lisa Hoover: Threatening and emergency situations are different; putting up signs won’t fix that situation.

Angela Dare: I agree with Elise about reworking the contract; my dogs can’t wait to go out in the morning until 9:00 AM and dogs will bark.

Councilmember Scafani: If a vicious attack happens the City shouldn’t have to be contacted for animal control to respond.

City Manager Mager: There are not enough Animal Control officers in Humboldt County to cover emergencies at all times; the response time was based on the lack of resources from the County and is not related to the City’s response time in contacting animal control in that particular incident; the City authorized the response when we were contacted.

Mayor Jones: I’m concerned about a contract amendment that could be abused or taken advantage of; the City has to pay for the response and there needs to be some control. We can direct staff to bring back language for discussion.

Councilmember Scafani: Animal Control is available to respond more hours than City staff is.

Council directs staff to bring back amended language that allows the community to go directly to Animal Control for response without pre-authorization in emergency situations and create signage for City properties and explore informative programs and workshops that promote responsible pet ownership.

13. Website Review and Discussion-Discussion

Mayor Jones reads the staff report

Councilmember Scafani: I have used the website and have found that there's a lot of redundancy and it can confuse people. I don't know who updates it and if there are opportunities to make changes..

City Manager Mager: The City's website is currently hosted by Redwood Curtain Design. The City only contracts Redwood Curtain when there is a complex change needed to the website. The City pays \$30/month hosting fee and communicates with Andy when large changes are needed.

Councilmember Scafani: I wonder if a monthly maintenance package could be helpful for the City, or monthly trainings and "cleanups" to make things user friendly and clear. I always have questions at weird hours and use the website for information; it's a function of government and should be user friendly. Should we put this out to the community; can we create a taskforce to work on the website?

Council will review the website and provide input on the page; staff can contact the web designer/administrator to implement changes.

14. Agenda Setting Protocol-Municipal Code Title 2-Administration and Personnel, Chapter 2.04 City Council Meeting Times and Procedures

Mayor Jones reads the staff report

Councilmember Scafani: I asked Mandy to send a draft agenda 10 days prior to agenda setting date; a whole month is a long time between meetings. I assume that the clerk is building the agenda throughout the month so we can get an idea of what's going to be on the agenda and we would know if we need to add anything.

Mayor Jones: The process seems to be working for me.

Mayor Pro Tem Shull: What's the regular process?

City Manager Mager: The process for setting the agenda and adding items is established in the City's code; Councilmembers must follow the process identified. The usual process for adding an agenda item is during the "future agenda items" discussion at the previous months meeting; this allows the Councilmembers to discuss what gets brought forward as a group. I'm happy to provide updates as information is available, but setting the agenda and putting together the supporting items is a time-consuming process that takes multiples days to complete.

No direction received from Council

15. Fiscal Year 2022-2023 Salary Scale Adjustment

Mayor Jones reads the staff report

City Manager Mager explains that the Administrative Assistant position was not revised during the FY 2022/2023 budget process. The pay scale starting rate is too low and needs to be adjusted to allow more flexibility in the pay range. Updating the scale will allow the City to offer a competitive wage.

Councilmember Scafani: Is raising the pay range mandatory for hiring this position?

City Manager Mager: No, the current position's wage rate is included on the current pay scale.

Mayor Jones: Will this item come up in the budget amendment?

City Manager Mager: Additional proposed adjustments will come to the Council during the budgeting process.

Motion: To approve the pay scale adjustment to the Administrative Assistant position by changing the starting rate to \$18.63.

Motion by: Councilmember Edgar , **Second:** Mayor Pro Tem Shull

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

16. Council Correspondance

No council correspondence.

17. Consent Agenda:

- a. January 24, 2023 Meeting Minutes
- b. Warrants and Disbursements

Motion: To approve the consent agenda with minor grammatical corrections to the January 24, 2023 meeting minutes.

Motion by: Mayor Pro Tem Shull, **Second:** Councilmember Edgar

There were no comments from the Council

Public Comment: None

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

18. Reports of Council and Staff

- a. City Manager Report: Nothing to report.

Councilmember Scafani: Reported on the Parks & Recreation Commission Meeting and RCEA Meeting

Mayor Pro Tem Shull: Reported on the Blue Lake Chamber of Commerce Meeting

Mayor Jones: Reported on the HWMA, HCAOG and Blue Lake Museum meetings

Councilmember Edgar: RRDEC Meeting

Councilmember Mackay: Reported that the Economic Development Meeting was cancelled; attended the Arts & Heritage Commission Meeting.

19. Future Agenda Items:

- Zoom & Recording Protocol
- Website Review and Discussion
- Dog Ordinance - Animal Control Contract Recommendation

20. Adjourn

Motion: To adjourn at 9:29 PM

Motion by: Councilmember Mackay, **Second:** Councilmember Scafani

There were no comments from the Council or public.

Vote: Ayes: Jones, Mackay, Shull, Scafani, Edgar **Nays:** None **Absent:** None

Motion Summary: Motion Passed

DR

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 2/1/2023 Through 2/28/2023

Check Number	Check Date	Payee	Check Description	Check Amount
10499	2/6/2023	CA State Disbursement Unit	01/13/23 & 01/27/23 PR deductions	203.06
10500	2/6/2023	CA State Disbursement Unit	01/13/23 & 01/27/23 PR deductions	184.60
10501	2/6/2023	CA Dept. of Tax and Fee Admin.	Water Rights 7/1/22-6/30/23	603.83
10502	2/6/2023	Almquist Lumber Co.	1/31/23 statement	78.84
10503	2/6/2023	S. Shaun Johanson DDS	dental pmt 1/18/23- Burris	138.20
10504	2/6/2023	S. Shaun Johanson DDS	dental pmt 1/23/23- Hutton	950.00
10505	2/6/2023	Harold D. Burris	1/19/23 supplies reimb. - Burris	282.08
10506	2/6/2023	Pacific Gas and Electric	12/30/22 statement	8,214.63
10507	2/6/2023	US Bank Corp. Payment Systems	12/22/22 statement	4,756.92
10508	2/6/2023	Humboldt Made	11/8/22 Inv# EAD3CA5B-001	6,500.00
10509	2/6/2023	Childs Appraisal Service	12/8/22 Land Appraisal review	200.00
10510	2/6/2023	RecDesk LLC	1/10/23 Inv# INV-13209 flexible spending	5,300.00
10511	2/6/2023	Life Assist	1/19/23 Inv# 1286402	614.18
10512	2/6/2023	Thomas Home Center	1/31/23 statement	9.72
10513	2/6/2023	State Water Resources Con Boa	Drinking water Certification: DI Meng	0.00
10514	2/6/2023	Patricia S. Charley, Trustee	McClure-Right of Way-Agreement	50.00
2312	2/7/2023	Naomi Powell	Deposit Refund #10039001 Powell	19.99
2313	2/7/2023	Cole Miller	Deposit Refund #10136001 Miller	120.21
2314	2/7/2023	Ayrik Whyte	Deposit Refund #20257001 Whyte	66.29
2315	2/7/2023	Christie LaForte	Deposit Refund #20360001 La Forte	69.75
2316	2/7/2023	Edward Gandolfo	Deposit Refund #60702001 Gandolfo	37.10
2317	2/7/2023	City of Blue Lake	Utilities paid from Deposits 2/1/23 Billing	365.66
10515	2/9/2023	State Water Res. Control Board	FY 22/23 P.C. Foot Bridge	2,297.00
10516	2/9/2023	State Water Res. Control Board	FY 22/23 A-M Trail project	2,297.00
10517	2/9/2023	Eureka Ready Mix	1/31/23 statement	539.83
10518	2/9/2023	The Mill Yard	1/31/23 statement	3,194.58
10519	2/9/2023	Jay D. Collins	12/29/22 & 1/26/23 skate DJ	600.00
10520	2/9/2023	Vicki L. Hutton	2/2/23 supples reimb. -Hutton	126.48
10521	2/9/2023	Humboldt Fasteners and Tools	2/1/23 statement	23.97
10522	2/9/2023	AT&T	2- Dec & Jan statement	136.02
10523	2/9/2023	SHN Consulting	1/17/23 Inv# 115922 Town square	1,355.85
10524	2/9/2023	SHN Consulting	1/13/23 Inv# 115853 Library	836.25
10525	2/9/2023	SHN Consulting	1/20/23 Inv# 116022 REAP	2,185.00
10526	2/9/2023	SHN Consulting	1/20/23 Inv# 116020 LEAP	4,151.25
10527	2/9/2023	SHN Consulting	1/11/23 Inv# 115790 WW (CRS)	462.50
10528	2/9/2023	RREDC	Town square loan pmt due 3/1/23 Loan: #20203	1,236.87
10529	2/9/2023	National Rural Water Assoc.	SCADA loan pmt due 3/1/23	965.00
10530	2/9/2023	Blue Lake Rancheria	12/31/22 Inv# B22-197	2,750.00
10531	2/9/2023	GreatAmerica Financial Svcs.	2/12/23 Inv# 33265262	204.00
10532	2/9/2023	North Coast Laboratories LTD.	12/30/22 statement	780.00
10533	2/9/2023	Terminix International	2- 1/15/23 Inv's # 4285- 38068- 45003	160.00
10534	2/9/2023	Humboldt Co. Sheriff's Office	Jan 2023 animal shelter services	670.00
10535	2/9/2023	Optimum	Billing period: 2/1/23-2/28/23	431.56
10536	2/9/2023	Verizon Wireless	Bill summary: Dec 22-Jan 21	554.90
10537	2/9/2023	B & B Portable Toilet Co.	2- 1/7/23 Invoices	167.62
10538	2/9/2023	Aflac	1/25/23 Inv# 470370	229.56
10539	2/9/2023	Trevor L. Pumnea	4/13/22-12/22/22 Milage reimb. - Pumnea	485.73
10540	2/9/2023	Tensor IT	1/15/23 statement	991.84
10541	2/9/2023	McKinleyville Ace Hardware	1/31/23 statement	139.04
10542	2/9/2023	Thrifty Supply Company	1/31/23 statement	681.15
10543	2/9/2023	Mobile Diesel Repair	1/8/23 Inv# 7768	3,778.70
10544	2/9/2023	US Bank Corp. Payment Systems	1/23/23 statement	5,048.05
10545	2/10/2023	Harold D. Burris	Employee: burrish; Pay Date: 2/10/2023	1,612.99
10546	2/10/2023	Grace E. Daverson	Employee: daverson; Pay Date: 2/10/2023	338.01
10547	2/10/2023	Michael D. Downard	Employee: downardm; Pay Date: 2/10/2023	845.00
10548	2/10/2023	Vicki L. Hutton	Employee: huttonv; Pay Date: 2/10/2023	1,843.15

City of Blue Lake
 Check/Voucher Register - City Council Check Report
 From 2/1/2023 Through 2/28/2023

Check Number	Check Date	Payee	Check Description	Check Amount
10549	2/10/2023	Francesca I. Messina	Employee: messinaf; Pay Date: 2/10/2023	179.64
20230210 EFT...	2/10/2023	U. S. Department of Treasury	EFTPS federal tax pmt 2/10/23 PR	7,120.52
20230210 EFT...	2/10/2023	Employment Development Dept.	DE88 state tax pmt 2/10/23 PR	1,432.66
20230210 EFT...	2/10/2023	Cal PERS	PERS retirement pmt 2/10/23 PR	2,952.61
20230210 EFT...	2/10/2023	Freedom Voice	Freedom voice 2/1/23 statement	125.76
230210A01	2/10/2023	Christopher A. Ball	Employee: ballc; Pay Date: 2/10/2023	520.99
230210A02	2/10/2023	Glenn R. Bernald	Employee: bernaldg; Pay Date: 2/10/2023	2,031.58
230210A03	2/10/2023	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 2/10/2023	638.43
230210A04	2/10/2023	Skyler A. Coke	Employee: cokes; Pay Date: 2/10/2023	847.75
230210A05	2/10/2023	Melissa M. Combs	Employee: combsm; Pay Date: 2/10/2023	642.38
230210A06	2/10/2023	Stella M. Drobnick-Sochovka	Employee: drobnicks; Pay Date: 2/10/2023	175.90
230210A07	2/10/2023	Lisa M. Honzik	Employee: honziki; Pay Date: 2/10/2023	120.65
230210A08	2/10/2023	Kanoa K. Jones	Employee: jonesk; Pay Date: 2/10/2023	415.43
230210A09	2/10/2023	Amanda L. Mager	Employee: magera; Pay Date: 2/10/2023	1,878.58
230210A10	2/10/2023	Jacob P. Meng	Employee: mengj; Pay Date: 2/10/2023	1,031.73
230210A11	2/10/2023	Caurissa R. Moore	Employee: moorec; Pay Date: 2/10/2023	482.80
230210A12	2/10/2023	Ross A. Nash	Employee: nashr; Pay Date: 2/10/2023	700.35
230210A13	2/10/2023	Trevor L. Pumnea	Employee: pumneat; Pay Date: 2/10/2023	3,010.45
230210A14	2/10/2023	Quinn Sousa	Employee: sousaq; Pay Date: 2/10/2023	325.61
230210A15	2/10/2023	Ashley M. Thacker	Employee: thackera; Pay Date: 2/10/2023	1,274.27
230210A16	2/10/2023	Emily P. Wood	Employee: woode; Pay Date: 2/10/2023	1,404.94
10550	2/17/2023	Skyler A. Coke	2/10/23 PR deduction	0.00
10551	2/17/2023	CA State Disbursement Unit	2/10/23 PR deduction	101.53
10552	2/17/2023	Kernen Construction	2/3/23 Inv# 23563	4,817.50
10553	2/17/2023	U. S. Postal Service	stamped envelope order	764.30
10554	2/17/2023	Coastal Business Systems Inc.	2/28/23 Inv# 33341302	271.96
10555	2/17/2023	Humboldt Co. Sheriff's Office	Feb 2023 animal shelter services	670.00
10556	2/17/2023	League of California Cities	01/2023 Inv# 643215 2023 dues	870.00
10557	2/17/2023	The Mitchell Law Firm, LLP	12/31/22 # 51547 & 1/31/23 # 51750	1,868.50
10558	2/17/2023	FDAC EBA	Billing period: 75- 03/01/23 to 03/31/23	14,754.32
10559	2/17/2023	Pacific Gas and Electric	1/31/23 statement	9,685.23
10560	2/17/2023	City of Blue Lake	W/S payments 2/1/23	1,650.40
10561	2/24/2023	Harold D. Burriss	Employee: burrish; Pay Date: 2/24/2023	1,612.99
10562	2/24/2023	Michael D. Downard	Employee: downardm; Pay Date: 2/24/2023	860.29
10563	2/24/2023	Vicki L. Hutton	Employee: huttonv; Pay Date: 2/24/2023	1,869.87
10564	2/24/2023	Francesca I. Messina	Employee: messinaf; Pay Date: 2/24/2023	48.65
230224A01	2/24/2023	Christopher A. Ball	Employee: ballc; Pay Date: 2/24/2023	169.85
230224A02	2/24/2023	Glenn R. Bernald	Employee: bernaldg; Pay Date: 2/24/2023	1,786.79
230224A03	2/24/2023	Rosine S. Boyce-Derricott	Employee: boycer; Pay Date: 2/24/2023	624.52
230224A04	2/24/2023	Skyler A. Coke	Employee: cokes; Pay Date: 2/24/2023	931.66
230224A05	2/24/2023	Melissa M. Combs	Employee: combsm; Pay Date: 2/24/2023	564.73
230224A06	2/24/2023	Grace E. Daverson	Employee: daversong; Pay Date: 2/24/2023	436.95
230224A07	2/24/2023	Stella M. Drobnick-Sochovka	Employee: drobnicks; Pay Date: 2/24/2023	112.28
230224A08	2/24/2023	Lisa M. Honzik	Employee: honziki; Pay Date: 2/24/2023	64.34
230224A09	2/24/2023	Kanoa K. Jones	Employee: jonesk; Pay Date: 2/24/2023	130.98
230224A10	2/24/2023	Amanda L. Mager	Employee: magera; Pay Date: 2/24/2023	1,964.38
230224A11	2/24/2023	Jacob P. Meng	Employee: mengj; Pay Date: 2/24/2023	1,031.74
230224A12	2/24/2023	Caurissa R. Moore	Employee: moorec; Pay Date: 2/24/2023	164.67
230224A13	2/24/2023	Ross A. Nash	Employee: nashr; Pay Date: 2/24/2023	784.87
230224A14	2/24/2023	Quinn Sousa	Employee: sousaq; Pay Date: 2/24/2023	104.80
230224A15	2/24/2023	Emily P. Wood	Employee: woode; Pay Date: 2/24/2023	1,404.94
Report Total				148,320.03



City of Blue Lake

City Manager Report

March 2023

Economic Development

Commercial Kitchen Development: Work continues on the upgrade of City facilities to increase food production opportunities in the park. The kitchen in Prasch Hall has been updated to include new electrical, and new FRP paneling. The City is in the process of finalizing the plumbing, which will include the installation of new sinks, hot water heater and grease interceptor.

The City has received funding from USDA for the purchase of the commercial appliances; the City has received a commercial refrigerator, freezer, gas range, convection oven and stainless steel tables. Once the plumbing is complete, the City will move in the commercial appliances. Opportunities exist to increase food production and to develop regular food service as part of the offerings at Prasch Hall.

We continue to pursue options under SB 972, the Street Food Vendor Bill, which allows a local jurisdiction to permit non-conforming kitchens if they can be shown to have the capacity to safely prepare foods for resale purposes. The bill is specifically written to address smaller scale producers that cannot obtain full permit status under the onerous retail food code. This option would greatly expand food production opportunities in Blue Lake and would allow facilities like the Prasch Hall kitchen and the Mad River Grange kitchen to be permitted. The City continues to advocate for local food production in our community.

RV Park and Campground: The RV Park and Campground development project is in its final stages of refinement. The project has been presented to all of the City commissions, as well as to our local and regional tourism and economic development partners and agencies. The City has received positive and constructive feedback and Storyland Studios is finalizing the final report, which will be used to seek investment opportunities. The report is being reviewed by local investment corporations to determine feasibility and consistency with local market conditions. The City has received positive feedback regarding the financial proformas and the overall scope and vision of the project.

The City has been granted an extension on the grant funding in order to expend remaining grant dollars. As a result of the work done under the RV park project, the City has gained various levels of interest in developing businesses in the Powers Creek District. The goal of the EDA project was to determine the viability of recreation centric development for economic purposes in Blue Lake; the funding has proven to be a catalyst for development interest, and we will be working with our grant manager to develop a revised scope of work that will bring additional value to the district. Additional work may include special studies to aid in the future development of the district.-On-Going

Parks and Recreation

- State Park Per Capita Grant-\$177,000: Work is fully underway on Prash Hall, Perigot Park, Iorg Field, Clemence Field, the basketball/tennis courts, as well as the horse arena. Upgrades to Prash Hall include all new electrical, renovation of the existing kitchen, installation of new flooring, interior painting, data improvements and more. The floor in Prash Hall has been sanded and painted; we are experiencing issues with the paint bonding

to the sub-floor and are working with the flooring contractor to address the issue.

- Town Square Grant: The City is working with the State to finalize the loan payoff for the Town Square property purchase; final documents have been sent to the State and we are waiting for further details on the reimbursement request.
- We are working with SHN Engineering on the final design and layout of the park; this includes engineered drawings for the electrical, lighting, water/wastewater/irrigation and more. The final bid packet is almost complete and we anticipate releasing the project out to bid during the month of April. The Arts and Heritage Commission has developed an Ad Hoc Committee to work with the design team; the A & H Commission has reviewed concepts for art installations and options for developing the water feature. The A & H Commission will work with the contractor and the City once final bids are received and budget allocations are quantified.
- Skate Program: The skate program is in full operation and we have seen increased revenues due to increased attendance and the addition of a higher level concession and merchandise center. The party room has been renovated and is now fully open for use. We are still working on final design elements, but the room has new paint, new carpet, new electrical and additional arcade games. We will be moving the concession stand over to the party room side once the new kitchen is complete. The skate program has been increasingly popular; with the addition of themed skate nights, and a higher level of outreach and marketing, we are seeing revenues at historic levels. We are continuing to refine party packages and special events; the rink is transitioning from a "gym" to a family fun center and the opportunities for revenue

	<p>growth are exponential. Staff continue to develop new ideas and activities to support recreation in Blue Lake. Staff recently partnered with Blue Lake School to co-host a middle school dance; the dance was overwhelmingly successful with an attendance of over 250 kids. New activities continue to be developed and we look forward to adding indoor pickleball, basketball and exercise programs in the near future.</p>
<p>City Infrastructure</p>	<ul style="list-style-type: none"> • Wastewater Treatment Plant Power Project: The City has finalized the contract for installation of a ground-mounted solar system at the wastewater treatment plant; construction is underway and the project is estimated to be complete in April. <p>We have several projects taking place at the treatment plant and in support of City's stormwater system. Work continues on upgrades to the treatment plant, including the installation of a new grinder. We have several grants pending that would fund improvements to the system and the City and our engineering team continue to seek resources to alleviate system failures and capital outlay. Recent conversations with our local USDA representatives have identified funding opportunities that the City can pursue to meet the needs identified in the City's capital improvement plan-On-Going</p> <ul style="list-style-type: none"> • Water Tank Replacement: Grant application submitted to CalOES/FEMA-Preliminary Funding Approval; waiting to hear back on funding timeframe. • Sanitary Sewer Survey: Funding awarded; waiting on funding timeframe • ADA Library Project: Improvements have been designed; bid packet has been prepared and will be released at the end of March-On-going

	<ul style="list-style-type: none"> Gas Line Replacement Project: PG&E is continuing with the gas line replacement project; City staff are meeting with PG&E reps to determine options for recovery paving. Due to early rains, paving will be scheduled for the Spring.On-going
<p>Policy Updates and Studies</p>	<p><u>Housing Element Update</u>: Staff have submitted the draft housing element to the State for comment and we are working through comments received to update the draft. We are working closely with HCD to reach compliance and anticipate reaching compliance by June-On-Going</p> <p><u>Truck Route Study and Design</u>: Work continues on the truck route project; the City has a draft plan that is being used to conduct environmental and cultural studies. The City's project has been approved for funding by the CTC; it is anticipated that the City will receive funding in the amount of \$1.6 million to make much needed safety improvements to Greenwood. The City will continue to pursue funding for additional improvements to the truck route as the design progresses-On-going</p>

