

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CLEARLAKE, CITY OF
LAKEPORT AND COUNTY OF LAKE FOR OPERATION OF A LOCAL PUBLIC,
EDUCATIONAL, GOVERNMENTAL (PEG) CABLE TELEVISION CHANNEL**

THIS AMENDMENT is entered into this _____ day of _____, 2025, by and between the
City of Clearlake, City of Lakeport and County of Lake, for operation of a local public, educational,
governmental cable television channel, hereinafter referred to as Lake County PEG TV.

WITNESSETH

WHEREAS, in July of 2019, the City of Clearlake, City of Lakeport and County of Lake entered into a
written Agreement to continue the operation, maintenance and funding of Lake County PEG TV, in the
best interest of the citizens of Lake County, with said Agreement to expire June 30, 2021; and

WHEREAS, that Agreement envisioned extension of the "Term of Agreement," in two-year increments,
as found to be desirable and appropriate by the parties thereto and the Lake County PEG TV Board of
Directors.

WHEREAS, all parties previously acted to extend the Term of this Agreement through June 30, 2023,
with the First Amendment to the 2019 Agreement.

WHEREAS, in July of 2023, all parties further acted to extend the Term of this Agreement through June
30, 2025, and contemplated a further extension on Agreement of the parties.

WHEREAS, all parties wish to continue their participation through at least June 30, 2030.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Section 2. (G) of the original 2019 agreement is hereby amended as follows:

By July 1 of each year, preparing and submitting to the County Administrative Office and City
Manager's Offices:

- An Operating Budget; and
- A Capital Budget

The Lake County PEG TV Board of Directors will ensure capital expenditures are consistent
with FCC regulations; i.e. capital equipment, such as vans, studios, cameras, and/or PEG
facilities-related expenses.

July 1 budget submissions shall be accompanied by a report and records documenting
fiscal-year-to-date and prior fiscal year operating and capital expenditures.

- 1 2. That Section 2. (H) of the original 2019 agreement is hereby amended as follows:

2 In April each year, reporting on the status of Lake County PEG TV before the governing body of
3 each entity party to this Agreement.

- 4 3. That Section 4. (A) of the original 2019 agreement is hereby amended as follows:

5 Operating Budget Support. The County of Lake, City of Clearlake and City of Lakeport will
6 allocate operating funds in each fiscal year throughout the term of this Agreement.

7 Annual allocations are expected in the following amounts:

- 8 • City of Clearlake (\$10,000); and
9 • City of Lakeport (\$2,000); and
10 • County of Lake (\$15,000).

11 The City of Clearlake's contribution may be provided in-kind, e.g. provision of or for staffing,
12 facilities, insurance and other operating needs.

13 As described in Section 2(H), above, in April, a representative of the Lake County PEG TV
14 Board of Directors will report on the status of the PEG Channel before the governing body of
15 each jurisdiction.

16 Upon completion of said presentation, funds allocated to the PEG Channel shall be distributed
17 c/o the City of Clearlake within 15 days.

18 Upon receipt, said monies shall be deposited in a special agency fund established by the
19 Finance Director of the City of Clearlake, and shall be exclusively for payment of expenses
20 incurred in operating the PEG Channel, as authorized by the Lake County PEG TV Board of
21 Directors.

- 22 4. That Section 4. (C) of the original 2019 agreement is hereby amended as follows:

23 Fiscal Records. As the Lead Agency, the City of Clearlake shall prepare and maintain
24 accounting records and adopt fiscal policies and practices that are in compliance with standard
25 governmental accounting practices.

26 The City of Clearlake shall timely furnish the Lake County PEG TV Board of Directors with all
27 documentation necessary to distribute December financial report and April PEG status report,
28 as described within Section 2 (F) & (H). All documentation detailing how funds provided under
29 this Agreement are expended shall be maintained by the City of Clearlake for the current and
30 three previous fiscal years. The parties may request any available fiscal records at any time.

5. That Section 5. of the original 2019 agreement is hereby amended as follows:

This Agreement shall begin on the date of execution by all parties to this Agreement and shall continue in full force and effect until June 30, 2030, unless terminated as hereinafter provided.

By March 1, 2030, the City Managers of each City and the County Administrative Officer shall meet to discuss the extension of this Agreement.

Except as specifically modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment by their proper officers.

COUNTY OF LAKE

Chair, Board of Supervisors

Date executed

ATTEST: SUSAN PARKER

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

LLOYD GUINTIVANO

County Counsel

By: _____

CITY OF CLEARLAKE

Mayor, City of Clearlake

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

RYAN JONES

City of Clearlake, Attorney

By: _____

CITY OF LAKEPORT

Mayor, City of Lakeport

Date executed

ATTEST: City Clerk

APPROVED AS TO FORM:

DAVID RUDERMAN

City of Lakeport, Attorney