



# CITY OF PORTOLA

## CITY COUNCIL REGULAR MEETING AGENDA

**REGULAR MEETING**  
**WEDNESDAY, MARCH 23, 2022**  
**6:00 P.M.**

**CITY HALL COUNCIL CHAMBERS**  
**35 THIRD AVENUE**  
**PORTOLA, CA 96122**

**COUNCILMEMBERS ATTENDING VIA TELECONFERENCE AS PERMITTED BY CALIFORNIA GOVERNOR NEWSOM EXECUTIVE ORDER N-29-20**

**COUNCILMEMBERS**

Mayor Pat Morton  
Mayor Pro Tem Tom Cooley  
Councilmember Phil Oels  
Councilmember Stan Peiler  
Councilmember Bill Powers

**CITY STAFF**

Interim City Manager Jon Kennedy  
Public Works Director Todd Robert  
City Attorney Steve Gross  
Finance Officer Susan Scarlett  
Deputy City Clerk Tara Kindall

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The City Council welcomes you to its meetings which are regularly held the second and fourth Wednesday of each month at 6:00 p.m. Your interest and participation is encouraged and welcome.

As permitted by Executive Order N-29-20, proclaiming a State of Emergency in the State of California, the City Council Chamber at City Hall will **not** be accessible to the public for the City of Portola's March 9, 2022 Regular City Council meeting.

The City Council meeting is accessible to the public via live streaming at: <https://zoom.us/j/3583067836> or by phone at: Phone Number 1.669.900.6833; Meeting ID: 358 306 7836.

Any person desiring to address the City Council on any item not on the agenda may, after accurately identifying themselves, do so during public comment. Public comments made during a regular Council meeting may be recorded. Public comment will be accepted via email or chat on any item on the agenda at any time beginning at 6:00 p.m. and ending at the close of public comment on the item. Please direct your comments to Tara Kindall, Deputy City Clerk, [tkindall@cityofportola.com](mailto:tkindall@cityofportola.com) or access the chat function on the Zoom meeting platform during the live stream. Members of the public may submit their comments in writing to be included in the public record. Comments submitted in writing may or may not be read during the meeting, but will be made available to the public if requested.

Any person with a disability may submit a request for reasonable modification or accommodation to the above-described means for accessing and offering comment at the meeting to Tara Kindall at [tkindall@cityofportola.com](mailto:tkindall@cityofportola.com) who will swiftly resolve such request.

CONSENT CALENDAR: These items include routine financial and administrative actions. All items on the consent calendar will be voted on at the same time during the meeting under “Consent Calendar”. If you wish to have an item removed from the Consent Calendar, you may do so by addressing the presiding officer.

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are on file in the Office of the City Clerk and are available for public inspection. If you have any questions on any agenda items, contact the City at 530.832.6801.

Meeting facilities are accessible to persons with disabilities. Reasonable efforts will be made to accommodate participation of the disabled in the City’s public meetings. If special accommodation for the disabled is needed, please notify the City at 530.832.6801 at least 48 hours prior to the meeting.

For additional information visit the City of Portola Web Page: [www.cityofportola.com](http://www.cityofportola.com).

**CITY COUNCIL AGENDA  
REGULAR MEETING  
MARCH 23, 2022  
6:00 P.M.**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Please note that California law prohibits the City Council from taking action on any matter which is not on the posted agenda, unless it is determined to be an urgency item by the City Council. Any member of the public wishing to address the City Council during “PUBLIC COMMENT” shall first secure permission of the presiding officer and give his/her name to the Clerk for the record. Each person addressing the City Council shall be limited to three minutes ordinarily, unless the presiding officer indicates a different amount will be allotted.

**5. CITY COMMUNICATIONS**

**A. City Council Communications/Committee Reports**

**B. Staff Communications**

**C. City Manager Report**

**6. CONSENT CALENDAR**

These items are expected to be routine and non-controversial. The City Council will act upon them at one time without discussion. Any Councilmembers, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations will require a four/fifths roll call vote.

**A. Minutes** – Adopt the minutes of the City Council Regular meetings held on March 9, 2022. [pages 1-3]

**B. Claims** – Adopt Resolution No. 2502 authorizing payment of claims for the period of March 4, 2022 through March 17, 2022. [pages 5-10]

Accounts Payable:	\$ 63,413.24
Payroll:	<u>\$ 18,351.89</u>
Total:	\$ 81,765.13

## **7. ORDER OF BUSINESS**

### **A. Public Comment – 2022/2023 Budget Preparation.**

Receive public comment relating to the preparation of the 2022/2023 City Budget. Discussion, possible action, and direction to staff.

### **B. Agreement to extend term of MOU regarding reorganization of the fire and emergency services.**

Review and approve extension of Memorandum of Understanding regarding reorganization of the fire and emergency services. Discussion and possible action. [pages 11-23]

### **C. Credit Card Policy Update.**

Review and approve updated Credit Card Policy. Discussion and possible action. [pages 25-33]

### **D. State and Local Fiscal Recovery Funds (SLFRF)**

Consider the implementation of a one-time neighborhood / blight clean-up program using Federal American Rescue Plan Act (ARPA) funds. Discussion and possible action. [page 35]

## **8. ADJOURNMENT**

**REGULAR MEETING MINUTES  
PORTOLA CITY COUNCIL  
35 THIRD AVENUE | PORTOLA, CA 96122  
MARCH 9, 2022 | 6:00 P.M.**

**1. CALL TO ORDER**

Councilmembers attended this meeting via teleconference as permitted by California Governor Newsom Executive Order N-29-20. Members of the public were able to join the meeting via Zoom live streaming. Mayor Morton called the meeting to order at 6:00 p.m.

**2. PLEDGE OF ALLEGIANCE**

Mayor Morton let the pledge of allegiance.

**3. ROLL CALL**

Councilmembers Phil Oels, Stan Peiler, Mayor Pro Tem Tom Cooley, and Mayor Pat Morton responded to the roll call. Interim City Manager Jon Kennedy, City Attorney Steve Gross, Finance Officer Susan Scarlett, and Deputy City Clerk Tara Kindall were also present. Councilmember Bill Powers joined via Zoom a few minutes into the meeting.

**4. PUBLIC COMMENT**

Mayor Morton called for any member of the public to comment. A woman who identified herself as “Informed Resident” made a comment.

**5. CITY COMMUNICATIONS**

**A. City Council Communications/Committee Reports**

Councilmember Oels attended a Transportation Commission meeting and viewed a webinar about watershed restoration.

Councilmember Peiler had nothing to report.

Councilmember Powers also attended the Transportation Commission meeting and read the same webinar notes as Councilmember Oels.

Mayor Pro Tem Cooley attended a Fire Study Group meeting.

Mayor Morton also attended the Fire Study Group meeting.

**B. Staff Communications / Fire Department / Air Quality Reports**

Floyd Meyers with Beckwourth Fire reported that Beckwourth Fire has ended financial connection with Plumas County effective March 1<sup>st</sup>. They had live fire training on February 26<sup>th</sup>. There will be HazMat training on March 30<sup>th</sup> and April

2<sup>nd</sup>. They are finishing up with the EMR and EMT re-certifications. There were 25 total calls in February for both Beckwourth Fire Department and Beckwourth Portola Fire Division. Beckwourth had a total of 9 calls: 5 medical aid, 1 fire alarm, 1 motor vehicle accident, 1 burn pile, and 1 propane. Portola Division had a total of 16 calls: 13 medical aid, 2 fire alarms, 1 motor vehicle accident.

Julie Hunter with Air Quality reported that they will again be sponsoring the free green waste disposal in the month of May, and they are working on the possibility of two weeks of free green waste disposal in September, additionally they are working on green waste curbside pickup for low-income seniors a limited number of curbside vouchers for low-income residents.

### C. City Manager Report

Interim City Manager Kennedy reported working on projects, getting ready for the Gravel Grinder in June, he attended Beckwourth Fire structure fire training, working on using some of the ARPA funds due to COVID on a project to help clean up properties and yards in the community.

## 6. CONSENT CALENDAR

Mayor Morton noted a correction on the December 29, 2022 minutes. Councilmember Powers moved and Councilmember Oels seconded a motion to approve the consent calendar as corrected:

- A. **Minutes** – Adopt the minutes of the City Council Regular meetings held on December 22, 2021, January 12, 2022, January 26, 2022, February 23, 2022, and the City Council Special Meeting held on December 29, 2021.
- B. **Claims** – Adopt Resolution No. 2501 authorizing payment of claims for the period of February 17, 2022 through March 3, 2022.

Accounts Payable:	\$194,455.59
Payroll:	<u>\$ 19,224.57</u>
Total:	\$213,680.16

Roll call vote, yes: Oels, Peiler, Powers, Cooley, and Morton. So carried.

Roll call vote, no: none.

## 7. ORDER OF BUSINESS

### A. City Engineer Employment Agreement.

Interim City Manager Kennedy stated that CalTrans requires an agreement to be in place for the specific project for the North Loop STIP Project. Finance Officer Scarlett stated that the expenses incurred for Mr. Bastian's time for this project is

100% reimbursable by the state and does not cost the City anything.  
Councilmember Oels moved and Councilmember Peiler seconded a motion to approve the City Engineer employment agreement.  
Roll call vote, yes: Oels, Peiler, Powers, Cooley, and Morton. So carried.  
Roll call vote, no: none.

**B. Music in the Park.**

Finance Officer Scarlett explained the history of the funding for this event. Since we were unable to hold the event in 2020 due to COVID, a budget amendment is needed to fund the event for this summer.

Councilmember Oels moved and Councilmember Peiler seconded a motion to approve a budget amendment of \$7000 to fund the 2022 Music in the Park.

Roll call vote, yes: Oels, Peiler, Powers, Cooley, and Morton. So carried.

Roll call vote, no: none.

**8. ADJOURNMENT**

There being no further business Mayor Morton adjourned the meeting at 6:49 p.m.

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Tara Kindall, CMC  
Deputy City Clerk

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**RESOLUTION NO. 2502**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD  
MARCH 4, 2022 THROUGH MARCH 17, 2022.**

**ACCOUNTS PAYABLE  
CHECK NUMBERS: 43722-43758**

**PAYROLL  
CHECK NUMBERS: 17062-17065**

**WHEREAS**, the City Council of the City of Portola has been fully advised that all such claims and demands are legal obligations of the City; and,

**WHEREAS**, the City Council has fully considered the claims and money demands and payment thereof as set forth below and in "Exhibit A" attached hereto and incorporated herein.

<b>ACCOUNTS PAYABLE:</b>	<b>\$ 63,413.24</b>
<b>PAYROLL:</b>	<b><u>\$ 18,351.89</u></b>
<b>TOTAL:</b>	<b>\$ 81,765.13</b>

**NOW THEREFORE BE IT RESOLVED THAT** all claims and demands represented are just and proper and legal demands or claims against the City of Portola, and the payment of any such demands is approved and authorized.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of March, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Pat Morton, Mayor

ATTEST:

\_\_\_\_\_  
Tara Kindall, Deputy City Clerk

I, Tara Kindall, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on March 23, 2022.

\_\_\_\_\_  
Tara Kindall, Deputy City Clerk

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VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000008	I-202203170161	NUTRIEN AG SOLUTIONS INC PARK SUPPLIES	R	3/17/2022		1,222.65	043722	1,222.65
0005	I-202203170148	AIRGAS, INC. ACETYLENE/OXYGEN	R	3/17/2022		197.94	043723	197.94
0010	I-202203170159	AMAZON CAPITOL SERVICES SUPPLIES	R	3/17/2022		1,523.44	043724	1,523.44
0015	I-202203170138	AMERIGAS CITY HALL PROPANE	R	3/17/2022		496.11	043725	496.11
0015	I-202203170140	AMERIGAS PUBLIC WORKS PROPANE	R	3/17/2022		721.30	043726	721.30
0015	I-202203170149	AMERIGAS LDWTP PROPANE	R	3/17/2022		970.85	043727	970.85
0015	I-202203170155	AMERIGAS SOUTH SIDE FH PROPANE	R	3/17/2022		1,662.00	043728	1,662.00
0021	I-202203170147	AT&T 800 EMERGENCY LINE	R	3/17/2022		4.76	043729	4.76
0046	I-202203170128	CASHMAN EQUIPMENT COMPANY SNOW EQUIP REPAIR	R	3/17/2022		7,853.86	043730	7,853.86
0048	I-202203170144	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	3/17/2022		34.50	043731	34.50
0052	I-202203170146	CITY OF PORTOLA WATER/SEWER BILLS	R	3/17/2022		2,149.48	043732	2,149.48
*VOID*	043733	VOID CHECK	V	3/17/2022			043733	**VOID**
0055	I-202203170125	COATES TIRE CENTER VEHICLE EQUIP REPAIR	R	3/17/2022		4,137.78	043734	4,137.78
0090	I-202203170127	GRAINGER WATER/STREETS SUPPLIES	R	3/17/2022		27.17	043735	27.17
0091	I-202203170129	GRANITE SNOW STREET REPAIRS	R	3/17/2022		7,011.76	043736	7,011.76

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0105	I-202203170152	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	3/17/2022		447.30	043737	447.30
0118	I-202203170141	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	3/17/2022		58.73	043738	58.73
0120	I-202203170132	KEN GRADY COMPANY, INC. SEWER EQUIP REPAIR	R	3/17/2022		741.23	043739	741.23
0122	I-202203170135	KIMBALL MIDWEST SNOW VEH/EQUIP REPAIR	R	3/17/2022		121.37	043740	121.37
0136	I-202203170153	MANHARD CONSULTING PLANNING	R	3/17/2022		6,880.00	043741	6,880.00
0147	I-202203170145	MUNICIPAL CODE CORPORATION MATERIALS/SUPPLIES	R	3/17/2022		635.36	043742	635.36
0149	I-202203170143	NATIONWIDE EMPLOYEE BOND INSURANCE	R	3/17/2022		1,170.00	043743	1,170.00
0157	I-202203170154	O'REILLY AUTO PARTS BUILDING EXPENSE	R	3/17/2022		65.35	043744	65.35
0167	I-202203170158	PATRICK FLYNN LANDFILL MONITORING	R	3/17/2022		2,963.50	043745	2,963.50
0173	I-202203170160	PITNEY BOWES POSTAGE MACHINE LEASE	R	3/17/2022		469.75	043746	469.75
0184	I-202203170150	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	3/17/2022		1,515.19	043747	1,515.19
0188	I-202203170126	PORTER SIMON CORPORATION LEGAL PROFESSIONAL SERVICES	R	3/17/2022		6,750.00	043748	6,750.00
0198	I-202203170130	RENO HYDRAULIC & REBUILD, INC SNOW EQUIP REPAIR	R	3/17/2022		204.13	043749	204.13
0218	I-202203170139	SILVER STATE ANALYTICAL WATER/WASTER WATER TESTING	R	3/17/2022		2,301.00	043750	2,301.00
0234	I-202203170131	SUPERIOR POOL PRODUCTS, LLC POOL MATERIALS	R	3/17/2022		83.93	043751	83.93

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0235	I-202203170156	SUSAN SCARLETT ACCOUNTING SERVICES	R	3/17/2022		5,000.00	043752	5,000.00
0239	I-202203170134	THATCHER COMPANY SEWER SUPPLIES	R	3/17/2022		2,914.01	043753	2,914.01
0246	I-202203170151	TYLER TECHNOLOGIES, INC INCODE	R	3/17/2022		687.50	043754	687.50
0264	I-202203170133	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	3/17/2022		945.16	043755	945.16
0269	I-202203170142	XEROX FINANCIAL SERVICES XEROX COPY MACHINE LEASE	R	3/17/2022		268.13	043756	268.13
0275	I-202203170136	EIP HOLDINGS II LLC BECKWOURTH TOWER RENT	R	3/17/2022		378.00	043757	378.00
1	I-202203170137	LINDSEY MORRISON FENCE REP	R	3/17/2022		800.00	043758	800.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	36	0.00	63,413.24	63,413.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>37</b>	<b>0.00</b>	<b>63,413.24</b>	<b>63,413.24</b>

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	36	0.00	63,413.24	63,413.24
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	37	0.00	63,413.24	63,413.24

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	3/2022	20,101.88CR
207	3/2022	519.76CR
208	3/2022	16,711.72CR
215	3/2022	965.00CR
501	3/2022	58.73CR
710	3/2022	10,315.28CR
720	3/2022	12,200.87CR
730	3/2022	2,540.00CR
=====		
ALL		63,413.24CR

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0

## CITY COUNCIL AGENDA STAFF REPORT

**DATE:** March 17, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jon Kennedy, Interim City Manager  
**MEETING:** March 23, 2022  
**SUBJECT: LESSG MOU EXTENSION**

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### **Background**

The existing MOU that went into effect in January of 2020 needs to be extended to continue the process between partnering agencies. Due to delays caused by last year's wildland fires and COVID-19 restrictions, in addition to the overall complexities and time-consuming tasks regarding these efforts, the existing MOU has essentially expired and needs to be extended.

### **Recommendation:**

Approve MOU extension

### *Attachments:*

**Existing MOU**  
**MOU Extension**  
**C Road withdrawal letter**  
**EPRFPD withdrawal letter**

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**MEMORANDUM OF UNDERSTANDING  
REGARDING  
REORGANIZATION OF FIRE AND EMERGENCY SERVICES**

This Memorandum of Understanding Regarding Reorganization of Fire and Emergency Services (“MOU”) is effective as of January 17, 2020, by and between the Beckwourth Fire District, a California fire protection district (“Beckwourth”), C-Road Community Services District, a California community services district (“C-Road”), the City of Portola, a California municipal corporation (“Portola”), the Eastern Plumas Rural Fire Protection District, a California fire protection district (“EPRFPD”), the Gold Mountain Community Services District, a California community services district (“Gold Mountain”) and the Sierra Valley Fire Protection District, a California fire protection district (“SVFPD”) . Beckwourth, C-Road, Portola, EPRFPD, Gold Mountain and SVFPD may be referred to herein individually as “Party”, or collectively as the “Parties”, as the context requires.

**1. Purpose of MOU**

The purpose of this MOU is to obtain the formal commitment from each Party to establish and participate in a framework for cooperative and collaborative action to explore ways to strengthen and improve fire and emergency services throughout their service boundaries by reorganizing how those services are provided.

**2. Agreements**

The Parties agree to the following:

- a. The governing body of each Party will appoint an Ad Hoc Committee that will meet with the Ad Hoc Committees of each of the other Parties, and other persons and entities as they deem appropriate, such as representatives of the Plumas Local Agency Formation Commission and consultants, on a periodic basis. Each Party shall appoint an Ad Hoc Committee within thirty (30) days of its approval of this MOU.
- b. The Parties and their Ad Hoc Committees will discuss and develop a plan for the provision of fire and emergency services throughout the physical boundaries of all of the Parties through some combination of reorganizing, consolidating and dissolving the Parties’ fire protection and emergency services functions and the creation of one newly created replacement entity to provide such services.
- c. The Parties and their Ad Hoc Committees will negotiate in good faith to work towards creating an equitable joint funding mechanism for engaging the services of one or more consultants to assist the Parties in achieving the commitments set forth in this MOU.
- d. This MOU creates no obligation for any Party to enter into a future agreement and shall not confer on any Party any rights or remedies. The Parties will only be obligated if

## Attachment 1

they approve, execute and deliver a future definitive agreement(s). Each Party shall pay and be responsible for its own fees, costs and expenses with respect to this MOU and the preparations and negotiations for the future definitive agreement(s). Each Party will contribute staff time necessary to meet the goals of this MOU.

- e. The Parties may ultimately reach a formal agreement(s) for the provision of fire and emergency services. If the Parties reach such an agreement(s), the terms of that agreement(s) shall control even if they conflict with any term in this MOU.
- f. This MOU is not intended to and does not abridge any decision-making authority of any Party or the legal obligation of any Party, whether imposed by contract, license, permit, regulation, statute or otherwise.

### 3. Notices

All notices provided pursuant to this MOU shall be deemed to have been duly given if given in writing and either delivered personally or mailed by first-class, registered or certified mail as follows:

Beckwourth Fire District  
180 Main Street  
Beckwourth, CA 96129

C-Road Community Services District  
PO Box 532  
Clio, CA 96106

City of Portola  
35 Third Avenue  
Portola, CA 96122

Eastern Plumas Rural Fire Protection District  
141 Delleker Drive  
Portola, CA 96122

Gold Mountain Community Services District  
150 Pacific Street  
Portola, CA 96122

Sierra Valley Fire Protection District  
PO Box 211  
Chilcoot, CA 96105

### 4. Withdrawal from the MOU

Any Party may withdraw from and end its participation in this MOU by providing sixty (60) day's advance written notice to the other Parties.

### 5. Term and Termination

This MOU shall become effective on the date that two (2) or more of the Parties have approved and executed it ("Effective Date") and shall continue for a period of twenty-four (24) months hereafter regardless of when any other Party approves and executes it. The Parties may agree to terminate this MOU at any time or extend it by a written document executed by all Parties.

6. Counterparts

This MOU may be executed by the Parties in counterpart originals with the same force and effect as if fully executed as a single, original document.

1-16-2020  
Date

Beckwourth Fire District

[Signature]  
By:  
Its: BFD Vice Chair

3/9/2020  
Date

C-Road Community Services District

[Signature]  
By:  
Its:

1-13-20  
Date

City of Portola

[Signature]  
By:  
Its: MAYOR

1-21-2020  
Date

Eastern Plumas Rural Fire Protection District

[Signature]  
By: Seahie Graham  
Its: BOD Chairperson

1-21-2020  
Date

Gold Mountain Community Services District

[Signature]  
By:  
Its: Board President

2/4/2020  
Date

Sierra Valley Fire Protection District

[Signature]  
By:  
Its: Board Member

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**AGREEMENT TO EXTEND TERM  
OF  
MEMORANDUM OF UNDERSTANDING  
REGARDING  
REORGANIZATION OF THE FIRE AND EMERGENCY SERVICES**

This Agreement to Extend Term of Memorandum of Understanding Regarding Reorganization of Fire and Emergency Services (“Agreement”) is effective as of January 17, 2022, by and between the Beckwourth Fire District, a California fire protection district (“Beckwourth”), the City of Portola, a California municipal corporation (“Portola”), the Gold Mountain Community Services District, a California community services district (“Gold Mountain”) and the Sierra Valley Fire Protection District, a California fire protection district (“SVFPD”). Beckwourth, Portola, Gold Mountain and SVFPD may be referred to herein individually as “Party”, or collectively as the “Parties”, as the context requires. The Parties enter into this Agreement based on the following

**RECITALS**

**WHEREAS**, in January 2020 the Parties, the Eastern Plumas Rural Fire Protection District (“EPRFPD”) and the C-Road Community Services District, a California community services district (“C-Road”), entered into a Memorandum of Understanding Regarding Reorganization of Fire and Emergency Services (“MOU”), a copy of which is attached hereto as Exhibit “A”; and

**WHEREAS**, the MOU outlined the formal commitment of each agency to establish and participate in a framework for cooperative and collaborative action to explore ways to strengthen and improve fire and emergency services throughout their service boundaries by reorganizing how those services are provided; and

**WHEREAS**, the MOU provides that any party to it may withdraw from and end its participation in the MOU by providing sixty (60) day’s advance written notice to the other parties; and

**WHEREAS**, the MOU provides that it shall become effective on the date that two (2) or more of the parties to it have approved and executed it and shall continue for a period of twenty-four (24) months thereafter regardless of when any other party approves and executes it; and

**WHEREAS**, the MOU provides the parties to it may agree to terminate the MOU at any time or extend it by a written document executed by all of the parties; and

**WHEREAS**, the Local Emergency Services Study Group (“LESSG”) was formed in accordance with the MOU and brought together the Ad Hoc Committee members appointed by each agency to develop a plan for improved regional fire and emergency services; and

## Attachment 2

**WHEREAS**, by letter June 9, 2021, C-Road informed the Parties and EPHC that its Board of Directors voted to withdraw from the LESSG, a copy of the letter is attached hereto as Exhibit “C”, and thereafter C-Road was no longer a party to the; and

**WHEREAS**, by letter dated October 21, 2021, EPRFPD informed the Parties that its Board of Directors voted to withdraw from the LESSG, a copy of the letter is attached hereto as Exhibit “B”, and thereafter EPRFPD was no longer a party to the MOU; and

**WHEREAS**, the LESSG and the Parties have diligently been moving forward with the necessary steps to: (1) seek approval by Plumas County Local Agency Formation Commission (LAFCO) of a plan to form one new district; and (2) seek approval of the voters of the affected territories to establish a new regional agency to provide fire protection and emergency medical response services within an area no smaller than the combined boundaries of their current Districts and the City and all other actions required by LAFCO; and

**WHEREAS**, on behalf of the LESSG and the Parties, the City entered into an agreement with Planwest Partners, Inc. to develop a feasibility study required by LAFCO to facilitate the creation of a new district and Planwest is performing its agreement; and

**WHEREAS**, the originally specified two-year term of the MOU is insufficient due to several reasons including: (1) the LESSG’s decision to allow deliberate consideration by agency boards or councils when progressive process decisions were required; (2) LESSG meeting schedules were delayed by COVID-19 - related restrictions; (3) decision-makers critical to the LESSG’s work were often not available due to the extreme wildfire seasons that fully-occupied the fire agencies’ resources as well as those of the communities at large; (4) to reduce costs, the LESSG has endeavored to itself perform many tasks, such as updating Municipal Service Reviews, researching applicable agreements and parcel boundaries; which if the LESSG had contracted this work would have produced speedier results; and (5) it’s simply a complex and time consuming task; and

**WHEREAS**, the Parties desire to extend the term of the MOU to allow them to continue their effort.

**NOW THEREFORE**, based on the mutual covenants and agreements contained herein, the Parties agree as follows:

### **1. Extend Term of MOU**

This Agreement shall become effective on the date that two (2) or more of the Parties have approved and executed it (“Effective Date”) and shall continue for a period of twenty-four (24) months hereafter regardless of when any other Party approves and executes it. The Parties may agree to terminate this MOU at any time or extend it by a written document executed by all Parties.

**Attachment 2**

**2. MOU Remains in Full Force and Effect**

Except as modified by this Agreement, the MOU shall remain in full force and effect.

\_\_\_\_\_  
Date

Beckwourth Fire District  
District

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

City of Portola

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

Gold Mountain Community Services

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date

Sierra Valley Fire Protection District

\_\_\_\_\_  
By:  
Its:

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**Attachment 3**

P O Box 532  
Clio, CA 96106



**Board of Directors:**

Debra Thompson  
Ed Harrison  
Eric Prenitz  
John Quigley

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June 9, 2021

Emergency Services Study Group  
Portola, CA 96122

To the Board of Directors,

After a unanimous vote of the Directors, the C Road Community Services District is withdrawing from the Emergency Services Study Group. We are a small district with limited and fixed income. At this time, it is not financially feasible for the District to continue in the effort to restructure the fire district.

Thank you,

A handwritten signature in blue ink that reads "Debra Thompson". The signature is written in a cursive, flowing style.

Debra Thompson, Chairperson  
On Behalf of the Board of Directors

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## Eastern Plumas Rural Fire Protection District

141 Delleker Rd. Portola, CA 96122 Phone: 530.832.5626 Fax: 530.832.5446

[eprfpd@att.net](mailto:eprfpd@att.net)

October 21, 2021


City of Portola  
Gold Mountain CSD  
Beckwourth Fire Department  
Sierra Valley Fire Department  
Local Emergency Services Study Group  
c/o City of Portola  
PO Box 1225  
Portola, CA 96122

### **RE: Formal Notification of EPRFPD withdrawal from LESSG**

To Whom It May Concern,

After hearing overwhelming public comment against continued participation in LESSG as well as considering Cary Curtis' concerns about causing more cost for other districts if we were to continue and then later withdraw if we do not agree with what the consultant concludes, the majority of the Board of Directors has voted to withdraw from the Local Emergency Services Study Group.

Sincerely,



Jeanne Graham  
Eastern Plumas Rural Fire Protection District  
Board of Directors

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## CITY COUNCIL AGENDA STAFF REPORT

**DATE:** March 17, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jon Kennedy, Interim City Manager  
**MEETING:** March 23, 2022  
**SUBJECT: CREDIT CARD POLICY**

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### **Background**

The city's existing credit card policy is approximately 16 years old and needs various updates to reflect current conditions. The attached updated credit card policy has been prepared to address requirements of the City's Auditors and various other state agencies.

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### **Recommendation:**

Approve and adopt the new Credit Card Policy

*Attachments:*

**Existing Policy**

**Proposed New Policy**

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**CITY OF PORTOLA  
POLICIES AND PROCEDURES  
FOR USE OF CITY CREDIT CARDS**

**Purpose of City Credit Card.** A City credit card shall be issued to employees for the purpose of making small-dollar purchases, securing reservations, paying travel expenses, placing phone orders, and doing City business in the most efficient manner. Use of the City credit card is not intended to replace effective procurement planning which enables volume discounts.

**Acknowledgement and Receipt of Credit Card.** When a City credit card is issued, the Finance Department shall ask the employee to sign a form acknowledging his/her understanding of the policies and procedures for the use of the City credit card and acknowledging the receipt of the credit card. The credit card acknowledgment form will be kept in the employee personnel file.

**Cardholder and Approving Official.** The Cardholder is the employee whose name is on the City credit card. Each Cardholder is assigned to an Approving Official, who is generally the City Administrator or his/her designee.

The Approving Official authorizes employees to be Cardholders, establishes additional restrictions if any on the use of the City credit card, approves Cardholder purchases, verifies that purchases comply with City policies and include proper documentation, and authorizes payment.

**Restricted Use of City Credit Card.** The following restrictions are placed on all City credit cards:

- a. Credit cards are issued to City employees for the sole purpose of conducting official business of the City. Improper use of a City credit card will be treated as misuse of public funds and will subject the Cardholder to disciplinary action up to and including termination and prosecution.
- b. The City credit card is for the Cardholder's use only.
- c. Cardholders must ensure that sufficient funds are available prior to making purchases. The Approving Official or the Finance Department can assist the Cardholder with the budget review.
- d. Purchases cannot exceed the single transaction limit or the 30-day limit established for the City credit card. Purchases must not be split to circumvent purchasing policies.
- e. Additional restrictions or prohibited uses of the City credit card may be required by the Approving Official.
- f. City credit cards are restricted to City use only. A cardholder is prohibited from utilizing the card for combined purchase of personal and City related purchases. If a combined purchase is necessary it should be paid for by the cardholder and reimbursement for the City portion should be requested.

**Prohibited Uses.** The City credit card shall not be used for the following:

- a. Any personal items and personal services, including massage parlors and escort services.
- b. Cash advances, wire transfers, money orders, etc.
- c. Betting, casino gaming, or related activities.

## Attachment 1

- d. Political or religious organizations.
- e. Court costs, fines, bail or bonds.
- f. Rental or lease payments, except for small pieces of equipment to be used for less than a week in duration.
- g. Purchases of items for which the City has purchase discount agreements, unless it is an emergency situation and approved by the Approving Official.
- h. Purchase of telephone services including pagers and calling cards, except for telephone calls charged to a hotel/motel room.
- i. Alcoholic beverages.
- j. Other prohibited/restricted uses required by the Approving Official.

**Safekeeping of City Credit Card.** The Cardholder is responsible for the security of the City credit card. If the City credit card is used infrequently, the Finance Department shall store the credit card while it is not in use. The Finance Department shall maintain a sign in/out sheet for stored credit cards.

**Credit Card Purchase and Statement Procedure.** Cardholders shall complete the following steps with each purchase:

- a. Require the vendor to provide the following information on the sales draft:
  - 1. Imprint of City credit card.
  - 2. Imprint of vendor name and identification.
  - 3. Date of purchase.
  - 4. Amount of sales tax and amount of total purchase.
  - 5. Brief but specific description of items being purchased.
- b. Retain the sales draft with accompanying receipt/invoice.
- c. For telephone orders, record order on a Log of Telephone Credit Card Orders form.
- d. For mail orders, maintain a copy of the order form.
- e. For internet orders, maintain a copy of the order form or order confirmation.

Cardholders shall complete the following steps upon receipt of the credit card statement, which is sent to the Cardholder in care of City Hall at the end of the billing cycle:

- a. Balance all sales drafts, logs and order forms to the statement, which will show all transactions made during the billing cycle. All items must be accounted for on the statement with a supporting sales draft, receipt/invoice, log entry and order form. If the Cardholder had no purchases during the billing cycle, no statement will be generated.
- b. Indicate the account number to be charged for each item by writing it on the statement.
- c. Within three (3) days of receipt of the credit card statement, submit the balanced statement with attached sales drafts, receipts/invoices, logs and order forms to the Approving Official for approval and payment processing. Sign the bottom of the IMPAC statement.

**Billing Errors and Returned Items.** If a purchased item is billed incorrectly, the Cardholder is responsible for contacting the vendor within ten (10) days after the date of the purchase on items in dispute which appear as transactions on the statement. The Cardholder shall cross out the transaction on the statement, indicating "questioned item", and provide a brief written explanation.



## Attachment 1

If a purchased item is returned, the Cardholder is responsible for contacting the vendor and requesting a credit transaction. The Cardholder shall cross out the transaction on the statement, indicating "pending credit".

**Replacement of Worn Out/Defective Card.** If a City credit card needs to be replaced, the Cardholder shall notify the Approving Officer who will forward the worn out/defective card to the Finance Department for replacement.

**Lost or Stolen Credit Card.** Should a Cardholder lose or have his/her City credit card stolen, it is his/her responsibility to contact the bank immediately at **(800) 227-6736**. Within one (1) working day, the Cardholder shall also notify the Approving Official and provide the following information: Cardholder's complete name; City credit card number; date reported to police, if stolen; date the bank was notified, and; any purchase(s) made on the day the card was lost or stolen. The Approving Official will forward the information to the Finance Department. A new City credit card will be mailed to the Cardholder within one week from the time the loss or theft is reported to the bank by the Cardholder.

**Cardholder Changes.** Changes to a Cardholder's name or address shall be reported immediately to the Approving Official who will forward the information to the Finance Department. Upon leaving the City or transferring to another City department, the Cardholder shall return the City credit card to the Approving Official who will forward the card to the Finance Department.

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# City of Portola City Credit Card Policy & Procedures

(Adopted by City Council on \_\_\_\_\_, 2022)

## **Purpose of City Credit Card**

In order to assist in the transaction of official City business, it is the stated intent and policy of the City of Portola City Council to issue City credit cards to appropriate City employees and authorize their use for official City business.

## **Oversight**

The City Manager shall determine the appropriate City employees to be issued City credit cards. The Accounting Technician in the Finance Department, with oversight by the City Manager, is hereby designated the responsibility of credit card issuance, accounting, monitoring of use, credit card retrieval, payment of all charges, maintenance of a list of authorized users and cards assigned to them and general compliance with the City's Credit Card Use Policy.

## **Authorization, Use, Reporting and Return**

Only those who are authorized by the City Manager and who have signed a Credit Card User Agreement may use City credit cards. Credit cards shall only be used to purchase goods or services directly related to official City business. Determination of the appropriate use of City credit cards shall be solely within the discretion of the City Manager, subject to City Council oversight.

All authorized users of City credit cards shall submit appropriate documentation detailing the goods or services purchased, the cost of said goods or services, the date of the purchase and the official business for which the purchase was made to the Finance Department promptly upon making charges against the card.

City credit cards shall not be used for cash advances, personal use, or any type of purchase not specifically permitted under the provisions of this Credit Card Policy.

Authorized employees who are issued City credit cards shall be responsible for their custody and protection against theft or misuse and shall immediately notify the Finance Department if the credit card is lost or stolen.

Authorized employees who are issued City credit cards shall return said credit cards immediately upon termination of employment or service with the City of Portola.

Outstanding balances of City credit cards, including interest due on an extension of credit under the credit card arrangement, shall be paid in full within thirty (30) days of the initial statement date.

**Safekeeping of City Credit Card**

The Cardholder is responsible for the security of the City credit card. If the City credit card is used infrequently, the Finance Department shall store the credit card while it is not in use. The Finance Department shall maintain a sign in/out sheet for stored credit cards.

**Internal Controls**

A current list of all credit cards, authorized users, and credit limits shall be kept on file in the Finance Department at all times. Said list shall be available to City Council at any time for review.

The Department Head of the Department wherein a credit card purchase is made shall review and approve all invoices received prior to submission of said invoices to the Finance Department for payment. The City Council shall be responsible for approval of payment through regular review and approval of claims at a duly noticed City Council meeting.

Any employee of the City of Portola who violates the provisions of this policy shall be subject to disciplinary action, up to and including termination, as well as appropriate criminal and/or civil action.

DRAFT

## City of Portola Credit Card User Agreement

Requirements for use of credit card:

1. The credit card is to be used only to make purchases for official business of the City Portola.
2. The credit card must be used in accordance with the provisions of the Credit Card Policy established by the City of Portola.

Violation of these requirements will result in disciplinary action, up to and including termination (employee) or censure (elected official) as well as criminal and/or civil action.

I have read and understand the City of Portola's Credit Card Policy and I agree to adhere to it.

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Credit Cards**

\_\_\_\_\_  
(Issuer) (Card Number)

\_\_\_\_\_  
(Issuer) (Card Number)

\_\_\_\_\_  
(Issuer) (Card Number)

\_\_\_\_\_

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## CITY COUNCIL AGENDA STAFF REPORT

**DATE:** March 17, 2022  
**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Jon Kennedy, Interim City Manager  
**MEETING:** March 23, 2022  
**SUBJECT:** ARPA / SLFRF CLEAN UP

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### **Background**

The city currently provides some form of abatement, hazardous clean up, and waste haul. The city will be using ARPA funds to address highly impacted properties that affect economic activity, opportunity, and well-being of the residents.

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### **Recommendation:**

Approve this project in concept and direct staff to develop program and present to Council for final approval and implementation.

*Attachments:* **None**