

RESOLUTION NO. 2566

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
JANURARY 11, 2024 THROUGH JANURARY 24, 2024.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 45556 – 45587**

**PAYROLL
CHECK NUMBERS: 17328 – 17329**

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.

ACCOUNTS PAYABLE:	\$211,704.02
PAYROLL:	<u>\$ 22,914.66</u>
TOTAL:	\$234,618.68

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 24th day of January, 2024 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Pat Morton, Mayor

ATTEST:

Jason Shaw, Deputy City Clerk

I, Jason Shaw, 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 January 24, 2024.

Jason Shaw, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000010	I-202401181985	RENO PAINT MART INC WATER VEH REPAIR	R	1/24/2024		148.45	045556	148.45
000018	I-202401181995	CINTAS MEDICAL SUPPLIES	R	1/24/2024		179.23	045557	179.23
000026	I-202401181989	CALIFORNIA WATER ENVIRONMENT AS JARED CSM-2 RENEWAL	R	1/24/2024		103.00	045558	103.00
000029	I-202401181999	COUNTRY BREEZE CLEANING CITY CLEANING SERVICES	R	1/24/2024		400.00	045559	400.00
000050	I-202401182001	SHAFER EQUIPMENT COMPANY INC EQUIP RENTAL WATER	R	1/24/2024		14,400.00	045560	14,400.00
000059	I-202401181976	EGLIN FAMILY LIMITED PARTNERSHI BC LAB INVS TESTING	R	1/24/2024		3,604.00	045561	3,604.00
000060	I-202401182002	STREAMLINE NEW CITY WEBSITE	R	1/24/2024		2,500.00	045562	2,500.00
0005	I-202401181992	AIRGAS, INC. ACETYLENE/OXYGEN	R	1/24/2024		419.02	045563	419.02
0010	I-202401181987	AMAZON CAPITOL SERVICES MATERIALS AND SUPPLIES	R	1/24/2024		1,889.33	045564	1,889.33
0015	I-202401181974	AMERIGAS CITY HALL PROPANE	R	1/24/2024		745.97	045565	745.97
0015	I-202401181975	AMERIGAS PW PROPANE	R	1/24/2024		990.26	045566	990.26
0021	I-202401181994	AT&T 800 EMER LINE	R	1/24/2024		4.43	045567	4.43
0023	I-202401181993	AT&T CALNET 3 SCADA LDWTP	R	1/24/2024		80.73	045568	80.73
0052	I-202401182000	CITY OF PORTOLA WATER SEWER BILLS	R	1/24/2024		2,157.20	045569	2,157.20
VOID	045570	VOID CHECK	V	1/24/2024			045570	**VOID**

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0055	I-202401181984	COATES TIRE CENTER VEH REPAIR	R	1/24/2024		1,169.68	045571	1,169.68
0063	I-202401181977	CURRENT ELECTRIC & ALARM, INC MONITORING SYSTEMS	R	1/24/2024		555.00	045572	555.00
0090	I-202401181982	GRAINGER STREET MATERIALS	R	1/24/2024		374.13	045573	374.13
0096	I-202401181979	HARBOR FREIGHT TOOLS VEH/EQUIP REPAIR	R	1/24/2024		199.60	045574	199.60
0101	I-202401182003	HUNT & SONS, INC. FUEL CHARGES	R	1/24/2024		3,074.91	045575	3,074.91
0111	I-202401181988	JEFFERSON SUPPLY COMPANY SEWER LINE REPAIR	R	1/24/2024		1,694.55	045576	1,694.55
0136	I-202401181990	MANHARD CONSULTING PLANNING SERVICES	R	1/24/2024		160.00	045577	160.00
0181	I-202401181991	PLUMAS COUNTY SHERIFF'S OFFICE LAW ENFORCEMENT SERVICES	R	1/24/2024		130,000.00	045578	130,000.00
0188	I-202401181998	PORTER SIMON CORPORATION LEGAL FEES	R	1/24/2024		5,890.00	045579	5,890.00
0208	I-202401181983	SAUERS ENGINEERING, INC. WATER SEWER GIS	R	1/24/2024		1,670.00	045580	1,670.00
0218	I-202401181978	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	1/24/2024		452.00	045581	452.00
0222	I-202401181997	SMALL CITIES ORGANIZED RISK QTR 3 WORKERS COMP	R	1/24/2024		27,428.78	045582	27,428.78
VOID	045583	VOID CHECK	V	1/24/2024			045583	**VOID**
0235	I-202401181996	SUSAN SCARLETT ACCOUNTING SERVICES	R	1/24/2024		5,000.00	045584	5,000.00
0250	I-202401181986	UNITED RENTALS NORTHWEST INC. STREET MATERIALS	R	1/24/2024		2,194.47	045585	2,194.47

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0256	I-202401181981	USA BLUE BOOK SEWER TESTING	R	1/24/2024		2,552.16	045586	2,552.16
0264	I-202401181980	WESTERN NEVADA SUPPLY WATER MATERIALS & SUPPLIES	R	1/24/2024		1,667.12	045587	1,667.12

* * B A N K T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	30	0.00	211,704.02	211,704.02
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:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	32	0.00	211,704.02	211,704.02

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	30	0.00	211,704.02	211,704.02
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:	2	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:	32	0.00	211,704.02	211,704.02

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	1/2024	145,669.41CR
207	1/2024	5,823.09CR
208	1/2024	7,341.51CR
215	1/2024	332.86CR
710	1/2024	31,585.87CR
720	1/2024	16,345.50CR
730	1/2024	4,605.78CR
=====		
ALL		211,704.02CR



City of Portola
Minutes
Regular Meeting
January 10, 2024 06:00 PM
35 Third Ave, Portola, CA 96122
<https://www.cityofportola.com/>

1. Call to Order

The meeting was called to order at 6:00 pm by Mayor Pat Morton.

A. Pledge of Allegiance
Lead by Mayor Pat Morton

B. Roll Call

Present: Mayor Pat Morton, Mayor Pro-Tem Jim Murphy, Councilmember Bill Powers, Councilmember Stan Peiler, Councilmember Leah Turner

Staff Present: Interim City Manager, Jon Kennedy, Deputy City Clerk, Jason Shaw, City Attorney, Steve Gross (remotely), Finance Officer Susan Scarlett (remotely)

2. Public Comments

Public comments provided by Lindsey Shaw

3. CITY COMMUNICATIONS

A. City Council Communications / Committee Reports

Councilmember Bill Powers: Attended a book signing at the Portola High School's Book Club.

Councilmember Leah Turner: Nothing to report.

Councilmember Stan Peiler: Met at the Gulling Bridge with Director of Public Works Todd Roberts and Interim City Manager Jon Kennedy during the latest bridge inspection. Feels much better about the Portola Bridge after attending.

Mayor Pro Tem Jim Murphy: Nothing to report.

Mayor Pat Morton: Was busy finishing up the Angel Tree program. At least 132 bags were prepared and given out. Responded to concerns about the new Fire District's meeting times and explained it was only for this meeting that it was the same time as the City Council's meeting. They met quickly to swear people in and figure out their regular meeting times.

B. Staff Communications / Fire Report / Sheriff's Report / Air Quality Report

Air Quality Report by Targeted Airshed Grant Specialist Mikki Brown: 21 of the last 29 days were curtailment days. A reminder to be sure to check the air quality before burning.

Fire Report by Mayor Pat Morton: Beckwourth Fire reported 42 calls in the City limits in the month of December.

Sherriff's Report by Undersheriff Chad Hermann: Happy to report the patrolling schedule is back to normal. Has been an extremely busy month. New jail project should be complete by April of this year. Will have a measure on the upcoming General Election ballot, Measure A, which will add a

0.75% percent sales tax for law enforcement funding.

C. City Manager's Report

Interim City Manager Jon Kennedy: Nothing to report aside from agenda items

4. **Consent Agenda**

A. **Claims-** Adopt Resolution No. 2565 authorizing payment of claims for the period of December 14th, 2023 through January 10th, 2024.

Accounts Payable: \$153,051.89

Payroll: \$62,491.89

Total: \$215,543.78

AP Check Run #45475 - 45555

Payroll Check Run #17325 - 17327

B. Approval of the Minutes from 12-13-23

Councilmember Leah Turner asked if the code enforcement contract payment was the last one. Interim City Manager Jon Kennedy said it might be but there might be another one to wrap things up. Councilmember Leah Turner inquired about a few check payments to individuals. Interim City Manager Jon Kennedy responded that they were for reimbursements.

Councilmember Leah Turner asked about the status of the current Beckwourth Fire contract. Interim City Manager Jon Kennedy said it would need to continue until the new fire district is ready to take over. This contract will continue until the new fire district can take over. Mayor Pro-Tem Jim Murphy asked if there was a double election issue with one of the new board members of the new fire district. Interim City Manager Jon Kennedy explained there was none because she did not run for reelection as City Clerk.

It was noted that the minutes were updated to correctly display the City Council's reshuffle of its officer positions. Motion to approve the Consent Agenda and Minutes from 12-13-23 as corrected.

There were no public comments.

Councilmember Bill Powers motioned to approve. A second was made by Mayor Pro-Tem Jim Murphy.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner**

5. **2023 Audit**

Finance Officer Susan Scarlett went over the key points of the Audit. She wanted to note the Auditors issued a clean audit, and there were no findings.

Mayor Pro -Tem Jim Murphy asked a question about fund balance. Finance Officer Susan Scarlett provided an explanation.

There were no public comments.

Council voted to accept the 2023 Audit.

Councilmember Leah Turner motioned to approve. A second was made by Councilmember Stan Peiler.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner**

6. **Draft Budget Schedule**

Financial Officer Susan Scarlett went over the proposed budget schedule for 2024-2025. She noted there would have to be a few changes due to conflicts with Councilmember's availability. Wants to be sure

everyone can attend the budget workshops. Only date that is in stone is the last date, June 26th. Direction was given to sort out the budget schedule offline with Councilmembers and City Staff.

There were no public comments.

7. Tax Sale Properties

County Board of Supervisors finally approved the sale of the La Jolla properties to the City of Portola . Already has been approved in the past by Council but wanted the Council's blessing to keep moving forward. Looking for a ratification of the previous decision to approve funding for the purchase of the La Jolla properties not to exceed \$20,000. Will be using ARPA funds for the purchase.

There were no public comments.

Mayor Pro-Tem Jim Murphy motioned to approve. A second was made by Councilmember Leah Turner.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner**

8. MGE Engineering Professional Services Agreement and Budget Amendment

Interim City Manager Jon Kennedy explained the City has hired an Engineering firm, MGE Engineering, to deal with the scour critical issue that has been around since at least 2006.

Critical scour issue has existed for about 20 years but previous recommendations on repairs were not implemented. Scour issue has become worse due to last season's winter storm disaster.

MGE Engineering came out last Thursday to inspect and report back their findings and recommendations about the bridge. Interim City Manager Jon Kennedy, Director of Public Works Todd Roberts, and Councilmember Stan Peiler joined MGE Engineering down at the bridge during their inspection. Councilmember Bill Powers also stopped by to observe.

We received the final Caltrans report today. Director of Public Works Todd Roberts explained that scouring is soil erosion occurring under pillar #3 , the middle pillar in the water, at the Portola Bridge.

Staff wants a budget amendment to pay for the cost of MGE Engineering to do their investigation on the Portola Bridge and make recommendations on what repairs can be done.

The cost breakdown for MGE Engineering to explore how to best deal with the scour critical issue was explained. First phase is \$58,986. Second phase is \$103,782. Total cost for both phases is \$162,768. Interim City Manager Jon Kennedy wants to change the amount for approval to the full cost of both phases.

Phases may overlap as they uncover things with the bridge.

Tony from the public asked if the bridge reports will be made available to the public. Interim City Manager Jon Kennedy responded that yes, they would be soon.

Lindsey Shaw from the public asked if the bridge was in any danger of collapsing. Interim City Manager Jon Kennedy responded that no, the bridge is in no danger of collapsing.

Motion to approve the full amount of \$162,768 for both phases.

Councilmember Leah Turner motioned to approve. A second was made by Councilmember Stan Peiler.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Aye **Councilmember Stan Peiler** Aye **Councilmember Leah Turner**

9. Proposed Ad Hoc Committee formation to search for a permanent City Manager

Interim City Manager Jon Kennedy removed himself from the meeting to prevent any conflicts of interest with the hiring process.

Mayor Pro Tem Jim Murphy stated he put this on the agenda because the process to find a permanent City Manager typically takes a long time. He went over the different options for finding a permanent City Manager. The City Council could do the search themselves or hire an executive search committee. They could also hire the current interim City Manager with or without a separate interview.

It was decided by consensus to form an ad hoc committee to explore the different options for searching

and hiring a permanent City Manager.

Mayor Pat Morton appointed Councilmember Leah Turner and Councilmember Bill Powers to the permanent City Manager Search Ad Hoc Committee to investigate and and make recommendations to the Council on the best way to search for a permeant City Manager.

There were no public comments.

10. Closed Session

- A. Closed Session pursuant to Government Code Section 54957 - Public Employee Performance Evaluation - City Manager

There were no public comments. There was no action to report out of closed session.

11. Adjournment

Meeting adjourned at 9:06pm

Proclamation of the City of Portola, County of Plumas, State of California, Proclaiming Existence of a Local Emergency by the Director of Emergency Services, Appointing an Assistant Director of Emergency Services, Delegating Certain Powers and Duties to the Assistant Director of Emergency Services and Authorizing the Assistant Director of Emergency Services to Exercise such Powers and Duties to Address Impacts of the 2023 Winter Storms

WHEREAS, on or about January 27, 2023, the City of Portola began experiencing severe winter storms which have continued through the first week of March 2023 (“2023 Winter Storms”) through the week.

WHEREAS, the 2023 Winter Storms have, among other things, caused pipes to freeze, water mains to break, disruption in traffic along roadways.

WHEREAS, further conditions of extreme peril are threatened by forecasted storms due to strike the City of Portola in the next few weeks.

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City.

WHEREAS, the City Council of the City of Portola is not in session and cannot immediately be called into session.

WHEREAS, the Mayor of the City of Portola is not available and pursuant to California Government Code Section 36802, if the Mayor is absent or unable to act, the Mayor Pro Tem shall serve until the Mayor returns or is able to act and the Mayor Pro Tem has all of the powers and duties of the Mayor.

WHEREAS, the aforesaid conditions are of extreme peril and warrant and necessitate the proclamation of the existence of a local emergency in accordance with and as authorized by Portola Municipal Code Section 2.32.

WHEREAS, it would be prudent to appoint a person to the office of Assistant Director of Emergency Services and delegate certain powers and duties to that office.

WHEREAS, the City may proclaim a local emergency pursuant to California Government Code Sections 8630 and the City may promulgate orders and regulations necessary to provide for the

protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice.

WHEREAS, the City of Portola is not formally asking for CDAA funding at this time.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Portola Municipal Code Section 2.32 and California Government Code Sections 8630-8634 and in my capacity as the Director of Emergency Services in the absence of the Mayor pursuant to California Government Code Section 36802, I hereby declare a local emergency due to conditions of extreme peril that the 2023 Winter Storms, their impacts and responses thereto pose to the safety of persons and property within the City of Portola.

IT IS FURTHER PROCLAIMED AND ORDERED that the City of Portola is not formally asking for CDAA funding at this time.

IT IS FURTHER PROCLAIMED AND ORDERED that in accordance with Portola Municipal Code Section 2.32, the City's Director of Emergency Services is authorized to use and employ any of the property, services, personnel, and resources of the City, to command the aid of as many citizens as may be necessary to help mitigate this emergency and that County and State agencies may provide mutual aid, including personnel, equipment, and other available resources as needed to assist the City of Portola during this emergency.


IT IS FURTHER PROCLAIMED AND ORDERED that in accordance with Portola Municipal Code Section 2.32 and in my capacity as the Director of Emergency Services, I hereby appoint the City Manager to the office of Assistant Director of Emergency Services.

IT IS FURTHER PROCLAIMED AND ORDERED that in accordance with Portola Municipal Code Section 2.32 and in my capacity as the Director of Emergency Services, I hereby delegate to the Assistant Director of Emergency Services all the powers and duties of the Director of Emergency Services set forth in Portola Municipal Code Section 2.32 during the existence of the local emergency proclaimed herein and authorize the Assistant Director of Emergency Services to exercise all such powers and duties during the existence of the local emergency proclaimed herein.

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the emergency organization of the City of Portola shall be those prescribed by state law, by ordinances, and resolutions of the City of Portola; and that this emergency proclamation shall expire seven (7) days after issuance unless confirmed and ratified by the City Council of the City of Portola.

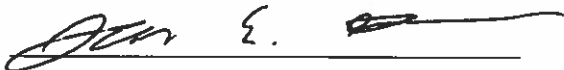
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency proclaimed herein shall be reviewed by the City Council for the need to continue it at least once every sixty (60) days until the City Council terminates the local emergency and the City Council shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

PROCLAIMED this 8th day of March 2023



Mayor Pro Tem, City of Portola, Bill Powers

ATTEST:



Jason Shaw, Deputy City Clerk

I, Jason Shaw, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Proclamation was duly proclaimed by the Mayor Pro Tem of the City of Portola in his capacity as the Director of Emergency Services on March 8, 2023.



Jason Shaw, Deputy City Clerk





MEETING DATE: January 24, 2024

FROM: Jason Shaw

RE: Council Committees, Boards and Commissions Review January 2024

BACKGROUND:

Periodically, the Council reviews appointments to Council Committees, Boards and Commissions. Traditionally, following the reorganization of the Council, the Mayor makes appointments to vacancies at the next Council meeting.

Below staff has outlined the current Council Committees, Boards and Commissions with information regarding its purpose, meeting times and location so the Council can review the committees and talk about each of them.

Council Committees, Boards and Commissions are made through Mayoral appointments. Staff recommends that the Council review and discuss the list and the Mayor may make appointments to all/some or none of the below.

EXECUTIVE SUMMARY:

Regional Commissions/Committees/Boards

Airport Land Use Commission

This committee meets in coordination with Plumas County and meets on a quarterly basis, meeting may be held at various locations.

Abandoned Vehicle Abatement

This committee meets in coordination with Plumas County and meets intermittently in Quincy. This committee must include at least one Council member.

Plumas County Integrated Waste Management Task Force

This committee meets in coordination with Plumas County and meets intermittently in Quincy. This committee traditionally included staff members and should continue to include at least one, if not two, staff members. The Committee needs one member and one alternate, it is preferred if the alternate is also able to attend meetings.

Plumas LAFCo

This Commission meets in coordination with Plumas County and meets every other month on the second Monday of the month in Quincy. The Plumas LAFCo Commission is comprised of two members appointed from the Plumas County Board of Supervisors, two members appointed from the City Council of the city of Portola, and one member appointed from the public-at-large. The Plumas Local Agency Formation Commission was created by the Legislature in 1963 to discourage urban sprawl and encourage the orderly formation and development of local government agencies within Plumas County. There is a LAFCo in each

county in California. Any member appointed on behalf of local governments shall represent the interests of the public as a whole and not solely the interests of the appointing authority. This Commission must include at least two Council members and one Councilmember alternate.

DEAL

This Committee meets in Susanville. Mayor Bill Powers will provide additional information.

Transportation Commission

This committee meets in coordination with Plumas County and meets on the third Monday of every month as necessary in Quincy.

SCORE

This is the Small City Organized Risk Effort Board. This organization manages the Cities workers compensation and liability insurance coverage pool. This Board meets quarterly in Anderson, CA. This Board can include Council and staff. However, this committee has traditionally included the Finance Officer and a staff member on its Board. It is recommended that this committee include at least include at least one staff member as the Board meetings include information needed by staff.

City of Portola Committees

Emergency Services Policy Committee

This is a City of Portola Committee which meets intermittently and would be called to meet during any Emergency. This Committee should include the City Manager and the Mayor.

Finance and Administration

This Committee meets intermittently and discusses Finance an Administration issues and makes recommendation to the City Council. This Committee should consist of two Councilmembers.

Infrastructure Committee

This Committee meets intermittently and discusses infrastructure issues and makes recommendation to the City Council. This Committee should consist of two Councilmembers.

Community Development

This is a City of Portola Committee which meets intermittently, this Committee discusses community development issues and makes recommendation to the City Council. This Committee should consist of two Councilmembers.

RECOMMENDATION:

Continue the appointments of Councilmember Bill Powers and Director of Public Works Todd Roberts to the Airport Land Use Commission.

Continue the appointments of Financial Officer Susan Scarlett and Councilmember Leah Turner to the Abandoned Vehicle Abatement Committee.

Continue the appointments of Interim City Manager Jon Kennedy and Director of Public Works

Todd Roberts to the Plumas County Integrated Waste Management Task Force.

Continue the appointments of Councilmember Bill Powers and Mayor Pro Tem Jim Murphy, with Mayor Pat Morton as the alternate, to the Plumas LAFCo.

Continue the appointment of Councilmember Bill Powers to DEAL.

Continue the appointments of Mayor Pat Morton, Councilmember Bill Powers, and Financial Officer Susan Scarlett to the Transportation Commission.

Continue the appointment of Mayor Pro Tem Jim Murphy, with Deputy City Clerk Jason Shaw as the alternate, to SCORE.

Continue the appointment of Interim City Manager Jon Kennedy and Councilmember Leah Turner to the Emergency Services Policy Committee.

Continue the appointment of Mayor Pro Tem Jim Murphy and Mayor Pat Morton to the Finance and Administration Committee.

Continue the appointment of Councilmember of Bill Powers and Mayor Pro Tem Jim Murphy to the Infrastructure Committee.

Continue the appointment of Councilmember Leah Turner and Councilmember Stain Peiler to the Community Development Committee.

Continue the appointment of Mayor Pat Morton and Mayor Pro Tem Jim Murphy to the Fire Department Advisory Committee.

FISCAL IMPACT:

None.



MEETING DATE: January 24, 2024

FROM: Jon Kennedy

RE: Finance Officer Contract Renewal

BACKGROUND:

Susan Scarlett has been the City of Portola's Finance Officer since 1998. Her contract has been on a three year renewal and is up for renewal this month. She has not asked for an increase in the contract since 2012 in order to help keep costs down for the City. At this time an increase is being requested.

RECOMMENDATION:

Approve the extension of the contract with amendment to compensation.

FISCAL IMPACT:

A 10% increase would affect the following funds annually:

General Fund increase \$1440.00, Street Fund \$360.50, Snow removal \$540.50, Fund 215 (CDBG) \$300.00, Water \$1,559.00 Sewer \$1,320.00 and Solid Waste \$480.00. The amounts could change between funds depending on how the Finance Officers compensation is allocated during budget.

ATTACHMENTS:

- A. SCARLETT CONTRACT

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made and executed in Portola, California this 24th day of January 2024, by and between the City of Portola (hereinafter referred to as “the CITY”), and Susan Scarlett (hereinafter referred to as “CONTRACTOR”). The CITY desires to contract with CONTRACTOR, a qualified business or person, to provide the services listed on Exhibit “A” attached hereto and incorporated herein (hereinafter referred to as “SERVICES”).

In consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, it is agreed:

1. Independent Contractor. It is understood and agreed, that CONTRACTOR is an independent contractor, and not the employee, agent, joint venture, or partner of the CITY, for any purpose whatsoever. The CITY, shall have no right to, and shall not control the manner or prescribe the method by which the SERVICES are performed by CONTRACTOR hereunder. CONTRACTOR shall be entirely and solely responsible for its acts and acts of its agents, employees, and subcontractors while engaged in the performance of SERVICES hereunder.

2. Compensation. Subject to adjustments as provided in section 2.5 CONTRACTOR will be compensated at the rate of \$5,000 per month and for out of County travel and other expenses as agreed upon between the parties for an average of 20 work hours per week. The CITY shall make payment to CONTRACTOR by the 30th day of each month for work performed in that month.

2.5 Adjustments to Compensation. In the event that CONTRACTOR’s duties are substantially increased the CITY and CONTRACTOR shall negotiate in good faith concerning an adjustment in compensation to reflect CONTRACTOR’s additional duties.

3. Equipment and Office. The CONTRACTOR shall provide and maintain all customary and necessary equipment, supplies, maintenance and utilities required for the SERVICES.

4. Quality Assurance. CONTRACTOR shall provide the SERVICES in accordance with the professional standards applicable to the financial and/or accounting services provided and in a manner that is acceptable to the CITY. CONTRACTOR shall meet with the City Manager as requested to review quality assurance procedures, quality standards or quality concerns. CONTRACTOR shall immediately address any quality of performance issues and timely report to the City Manager the status of such issues. Any completed SERVICE will not be accepted until approved by the City Manager.

5. Term and Termination. The term of this Agreement shall be for three years beginning on the date this Agreement is approved by the City Council. This Agreement may be terminated by either party, with or without cause, by giving 90 days written notice as provided in Paragraph 19 of this Agreement; provided that the City may only terminate this Agreement upon

the vote of at least three City Council members and the written recommendation of the City Manager.

6. Taxes. CONTRACTOR agrees and understands that as an independent contractor, CONTRACTOR is responsible for the payment of all self-employment taxes, and other taxes which may arise as a result of it performing SERVICES as an independent contractor. It is further understood that the CITY shall have no responsibility in withholding any taxes payable to the federal or state government, and that it is CONTRACTOR's sole responsibility to meet its tax obligations.

7. Insurance. CONTRACTOR shall be responsible for furnishing and maintaining, at CONTRACTOR's own expense, Professional Errors and Omissions, Automobile and Worker's Compensation insurance for CONTRACTOR and CONTRACTOR's employees while engaged in the performance of SERVICES hereunder.

8. Rules, Regulations and Laws. CONTRACTOR agrees and understands that it shall comply with all of the CITY's rules and regulations and all applicable federal, state, local, and professional laws, ordinances and regulations while engaged in the performance of SERVICES hereunder.

9. Licenses and Permits. CONTRACTOR agrees that as a condition of this Agreement it shall have and maintain all required professional or other licenses and business permits, when applicable, when engaged in the performance of SERVICES hereunder.

10. Proprietary Rights. CONTRACTOR agrees that all PROPRIETARY INFORMATION, which shall include all contacts, telephone numbers, e-mail addresses, web pages, forms, agreements, designs, plans, reports, specifications, drawings, inventions, processes, confidential information, logos, names, client lists, trade-secrets, know-how, and other information or items produced by CONTRACTOR while performing SERVICES under this Agreement, shall be assigned automatically to the CITY as the sole and exclusive property of the CITY and the CITY's assigns, nominees, and successors, as will any copyrights, patents, or trademarks obtained by CONTRACTOR while performing services under this agreement. CONTRACTOR shall treat all PROPRIETARY INFORMATION as confidential and refrain from improper disclosure of such information. On request and at the CITY's expense, CONTRACTOR agrees to help the CITY obtain patents, trademarks and copyrights for any new developments or intellectual property. This includes providing specimens, data, plans, specifications, descriptions, documentation, and other information, as well as assisting the CITY in completing any required application or registration. Immediately upon termination or expiration of this Agreement or upon a request by the CITY, CONTRACTOR shall provide all PROPRIETARY INFORMATION to the CITY at the location designated by the CITY. CONTRACTOR shall not be entitled to final payment under this Agreement until all PROPRIETARY INFORMATION is in the possession of the CITY.

11. Records. CONTRACTOR shall keep complete and accurate records related to the performance of the SERVICES. The CITY shall have the right to review and inspect such records during normal business hours upon reasonable notice to CONTRACTOR.

CONTRACTOR shall provide all such records, including all PROPRIETARY INFORMATION, to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall provide direction and authority to appropriate persons to provide the CITY with all records related to the performance of the SERVICES, including all PROPRIETARY INFORMATION, in CONTRACTOR'S absence or inability to respond.

12. Hold-Harmless Agreement. CONTRACTOR is solely liable for all claims, liabilities, damages, and debts of any type whatsoever that may arise on account of CONTRACTOR's activities, or those of CONTRACTOR's employees, agents or subcontractors in the performance of this Agreement. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the CITY, and any director or employee of the CITY for any loss, damage, liability, or claim paid or incurred by the CITY, director, or employee by reason of liability resulting from CONTRACTOR's performance of the SERVICES hereunder, or from the acts or omissions of CONTRACTOR or CONTRACTOR's employees, agents or subcontractors including without limitations, all consequential damages, attorney's fees and costs.

13. Mediation and Arbitration Clause. In the event of disagreement or dispute between the parties arising out of or connected with this Agreement which cannot be adjusted by and between the parties involved, the disputed matter shall be resolved as follows:

A. Mediation. The parties agree to mediate any dispute or claim arising between them out of this contract or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If any party commences an arbitration or court action based on a dispute or claim to which this paragraph applies without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such arbitration or court action.

B. Arbitration. The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted by a retired judge or justice, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Forum. Any mediation, arbitration or litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder shall be maintained only in the County of Plumas, California.

16. Attorney's Fees. In the event of any arbitration or litigation to enforce or interpret the provisions of this Agreement or the parties' rights and liabilities arising out of this Agreement or the performance hereunder, the prevailing party in such arbitration or litigation shall be entitled to reasonable attorney's fees and costs as fixed by the court.

17. Severability. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

18. Integration. This Agreement terminates and supersedes the Independent Contractor Agreement between the parties dated February 14th, 2018, and contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

19. Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Notices. Any notice required by this Agreement shall be effective only if sent by certified or registered mail, postage prepaid, as follows:

If to the CITY:

City Manager, City of Portola, P.O. Box 1225, Portola, CA 96122-1225

If to CONTRACTOR:

Susan Scarlett, P.O. Box 1906, Quincy, CA 95971

For the purposes of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mailing, if mailed to the party to whom notice is to be given in the manner provided in this Section. Either party may, at any time, change its address designated above by giving to the other party thirty-(30) days' written notice of the new address to be used for the purposes of this Section.

21. Assignability. Neither this Agreement nor any duties or obligations hereunder shall be assignable by any party hereto without the prior written consent of the other parties.

Contractor:

Susan Scarlett

DATE: _____

City of Portola:

Jon Kennedy, Interim City Manager

DATE: _____