



City of Portola

AGENDA

Special Meeting

July 25, 2024 05:30 PM

Williams House

424 East Sierra, Portola, CA 96122

<https://www.cityofportola.com/>

Mayor Pat Morton • Mayor Pro-Tem Jim Murphy • Councilmember Bill Powers • Councilmember Leah Turner • Councilmember Mikki Brown

REASONABLE ACCOMMODATIONS

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. at the City Hall Council Chambers. Your interest and participation is encouraged and welcome.

As a courtesy, the City Council meeting is also 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. **Online and telephonic access does not guarantee the public the ability to observe the meeting in the event there is a disruption or connectivity issues that affect broadcasting. Members of the public who want to be assured that they have the ability to observe the meeting and make comment during the meeting, should attend the meeting in-person.**

Any person desiring to address the City Council or any committee, commission or agency under the jurisdiction of the City Council, on any item not on the agenda may do so during public comment period. Public comment during the meeting will be accepted in person only.

Public Comment can be made by clicking on the "comment" section directly from the agenda, next to each agenda item.

Public comment will also be accepted via email sent to the Administrative Clerk, at admin@cityofportola.com which if received at least 24 hours prior to commencement of the meeting will be distributed to the Council and posted to the City's website prior to the meeting.

Meeting facilities are accessible to persons with disabilities. Reasonable efforts will be made to accommodate the 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.

1. Call to Order

A. Pledge of Allegiance

B. Roll Call

2. Public Comments

☒ Discussion  [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, stand; may give his/her name and address 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.

3. City Communications

☒ Discussion  [Comment](#)

A. City Council Communications

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

C. City Manager's Report

4. Consent Agenda

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

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. Claims - Adopt Resolution No. 2591 authorizing payment of claims for the period of July 5, 2024 through July 18, 2024

AP CHK RUN 46056 – 46084 - \$265,798.49

AP VOID CHK 45967 - \$432.00

PAYROLL CHK 17386 – 17395 - \$28,706.80

PAYROLL REMIT CHK 17396 - \$129.03

TOTAL CLAIMS \$294,634.32

B. Approval of the City Council Minutes from 7-10-2024 Regular Meeting

C. Renew State of Emergency Proclamation

D. Ratify the City Council decision from July 10th regarding the CSG Short term Contract.

5. Review the Emergency Proclamation for the Gold Complex Fire from July 24th and Adopt Resolution No. 2592 ratifying the Proclamation.

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Review the 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 Gold Complex Fire

Adopt Resolution No. 2592 to ratify the Proclamation.

6. Amendment of Master License Agreement - EV charging stations

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Review the Amendment of the Master License Agreement with EV Range Inc.

7. Sheriff contract for 2024-2025

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Review the contract with the Plumas County Sheriff's Department for the 2024-2025 Fiscal year

8. Backhoe Purchase

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Review the quote for a Caterpillar Backhoe - Consider the purchase and budget amendment

9. Closed Session

☒ Discussion ☒ Possible Action  [Comment](#)

A. Public Employee Performance Evaluation

Closed Session pursuant to Government Code Section 54957 – Public Employee Performance Evaluation Interim City Manager

10. Adjournment

RESOLUTION NO. 2591

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
JULY 5, 2024, THROUGH JULY 18, 2024.**

**ACCOUNTS PAYABLE
CHECK RUN: 46056 - 46084
VOIDED CHECK: 45967**

**PAYROLL
CHECK RUN: 17386 - 17395
REMITTANCE CHECKS: 17396**

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: | \$ 265,798.49 |
| PAYROLL: | <u>\$ 28,835.83</u> |
| TOTAL: | \$ 294,634.32 |

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 July, 2024 by the following vote:

AYES:

NOES

ABSTAIN:

ABSENT:

Pat Morton, Mayor

ATTEST:

Susan Scarlett, Interim City Manager

I, Susan Scarlett, Interim City Manager 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 July 24, 2024.

Susan Scarlett, Interim City Manager

| VENDOR | I.D. | NAME | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|--------|----------------|---|---------------|---------------|----------|----------|--------------|-----------------|
| 000018 | I-202407182481 | CINTAS MEDICAL SUPPLIES | R | 7/24/2024 | | 236.71 | 046056 | 236.71 |
| 000029 | I-202407182502 | COUNTRY BREEZE CLEANING CLEANING SERVICES | R | 7/24/2024 | | 400.00 | 046057 | 400.00 |
| 000033 | I-202407182490 | UES SOLID WASTE CONSULTING | R | 7/24/2024 | | 6,104.10 | 046058 | 6,104.10 |
| 000041 | I-202407182497 | THE MOUNTAIN MESSENGER ADVERTISING | R | 7/24/2024 | | 141.32 | 046059 | 141.32 |
| 000079 | I-202407182505 | STEVE BETTS MUSIC IN THE PARK | R | 7/24/2024 | | 600.00 | 046060 | 600.00 |
| 0005 | I-202407182488 | AIRGAS, INC. ACETLENE/OXYGEN | R | 7/24/2024 | | 429.17 | 046061 | 429.17 |
| 0012 | I-202407182485 | AMERICAN RED CROSS LIFEGUARD TRAINING | R | 7/24/2024 | | 640.00 | 046062 | 640.00 |
| 0015 | I-202407182500 | AMERIGAS LDWTP TANK RELOCATION | R | 7/24/2024 | | 749.74 | 046063 | 749.74 |
| 0021 | I-202407182483 | AT&T 800 EMER LINE | R | 7/24/2024 | | 4.43 | 046064 | 4.43 |
| 0027 | I-202407182498 | BASTIAN ENGINEERING ENGINEERING SERVICES | R | 7/24/2024 | | 1,139.47 | 046065 | 1,139.47 |
| 0035 | I-202407182494 | BRADY INDUSTRIES MATERIALS & SUPPLIES | R | 7/24/2024 | | 555.99 | 046066 | 555.99 |
| 0041 | I-202407182495 | CALIF. RURAL WATER ASSOC. MEMBERSHIP RENEWAL | R | 7/24/2024 | | 945.00 | 046067 | 945.00 |
| 0048 | I-202407182487 | CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS | R | 7/24/2024 | | 45.00 | 046068 | 45.00 |
| 0090 | I-202407182501 | GRAINGER INC MATERIALS & SUPPLIES | R | 7/24/2024 | | 125.58 | 046069 | 125.58 |
| 0105 | I-202407182489 | INTERMOUNTAIN DISPOSAL SEWER PONDS | R | 7/24/2024 | | 200.36 | 046070 | 200.36 |

| VENDOR | I.D. | NAME | CHECK TYPE | CHECK DATE | DISCOUNT | AMOUNT | CHECK NO# | CHECK AMOUNT |
|-----------------------------|----------------|---|---------------|---------------|----------|------------|---------------|-----------------|
| 0128 | I-202407182491 | LAFCO | R | 7/24/2024 | | 50,021.00 | 046071 | 50,021.00 |
| 0136 | I-202407182493 | MANHARD CONSULTING PLANNING | R | 7/24/2024 | | 4,590.00 | 046072 | 4,590.00 |
| 0141 | I-202407182486 | MCI MEGA PREFERRED 800 # LONG DISTANCE CHARGES | R | 7/24/2024 | | 44.12 | 046073 | 44.12 |
| 0169 | I-202407182506 | PETE RHODE PA & SOUND MITP | R | 7/24/2024 | | 600.00 | 046074 | 600.00 |
| 0188 | I-202407182504 | PORTER SIMON CORPORATION LEGAL SERVICES | R | 7/24/2024 | | 15,074.00 | 046075 | 15,074.00 |
| 0209 | I-202407182496 | SIERRA BOOSTER ADVERTISING | R | 7/24/2024 | | 98.45 | 046076 | 98.45 |
| 0218 | I-202407182482 | SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING | R | 7/24/2024 | | 710.00 | 046077 | 710.00 |
| 0220 | I-202407182484 | SINDEX PRINTING & GRAPHICS INC UTILITY ENVELOPES | R | 7/24/2024 | | 2,770.00 | 046078 | 2,770.00 |
| 0222 | I-202407182492 | SMALL CITIES ORGANIZED RISK ANNUAL PREMIUMS | R | 7/24/2024 | | 164,629.99 | 046079 | 164,629.99 |
| *VOID* | 046080 | VOID CHECK | V | 7/24/2024 | | | 046080 | **VOID** |
| *VOID* | 046081 | VOID CHECK | V | 7/24/2024 | | | 046081 | **VOID** |
| 0235 | I-202407182503 | SUSAN SCARLETT ACCOUNTING SERVICES | R | 7/24/2024 | | 5,500.00 | 046082 | 5,500.00 |
| 0239 | I-202407182480 | THATCHER , INC CHEMICALS | R | 7/24/2024 | | 8,309.02 | 046083 | 8,309.02 |
| 0264 | I-202407182499 | WESTERN NEVADA SUPPLY WATER LINE REPAIR | R | 7/24/2024 | | 1,135.04 | 046084 | 1,135.04 |
| * * B A N K T O T A L S * * | | | NO# | DISCOUNTS | | CHECK AMT | TOTAL APPLIED | |
| REGULAR CHECKS: | | | 27 | 0.00 | | 265,798.49 | 265,798.49 | |
| 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: | | | 29 | 0.00 | | 265,798.49 | 265,798.49 | |

** REGISTER GRAND TOTALS *

| * * T O T A L S * * | NO# | DISCOUNTS | CHECK AMT | TOTAL APPLIED |
|---------------------|-----|-----------|------------|---------------|
| REGULAR CHECKS: | 27 | 0.00 | 265,798.49 | 265,798.49 |
| 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: | 29 | 0.00 | 265,798.49 | 265,798.49 |

** POSTING PERIOD RECAP **

| FUND | PERIOD | AMOUNT |
|-------|--------|--------------|
| ----- | | |
| 100 | 7/2024 | 125,344.06CR |
| 207 | 7/2024 | 2,633.80CR |
| 208 | 7/2024 | 18,709.51CR |
| 211 | 7/2024 | 736.25CR |
| 215 | 7/2024 | 1,862.64CR |
| 710 | 7/2024 | 54,391.50CR |
| 720 | 7/2024 | 49,481.72CR |
| 730 | 7/2024 | 12,639.01CR |
| ===== | | |
| ALL | | 265,798.49CR |



City of Portola
Minutes
Regular Meeting
July 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 6:02 pm by Mayor Pat Morton.

A. Pledge of Allegiance

Led by Mayor Pat Morton

B. Roll Call

Present: Mayor Pat Morton, Mayor Pro-Tem Jim Murphy, Councilmember Bill Powers, Councilmember Mikki Brown

Absent: Councilmember Leah Turner

Staff Present: Interim City Manager - Susan Scarlett

2. CITY COMMUNICATIONS

A. City Council Communications

Mayor Morton attended the Beckwourth Peak Fire Protection District meeting and the Big Boy event at the Railroad Museum.

Councilmember Brown attended the Big Boy event and said it was wonderful. She also attended the Lost Sierra Chamber meeting where the topic was homeowners' insurance. There was discussion on how the Fire Wise Program may be beneficial for insurance. Councilmember Brown said she will follow up on the status of Fire Wise for the City.

Mayor Pro-Tem Murphy also attended the Big Boy event and discussed how many people it brought to town and hoped the businesses were happy with that.

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

Sergeant Klundby reported on calls from May 1st through July 10th. There were 591 calls taken by Dispatch over that time period and that covered the areas around Portola as well. Portola had 277 of those calls which ranged from calls involving people and property to alarms, animal control and missing persons.

Air Quality reported that the seasoned firewood voucher program is extended to August 15th. Two chords of firewood, seasoned and split, are available with each voucher.

C. City Manager's Report

Interim City Manager Scarlett reported on attending the Big Boy event and how successful it seemed.

She also reported that the upcoming Transportation Commission meeting was cancelled and would be rescheduled to August 5th.

3. **Consent Agenda**

- A. Claims - Adopt Resolution No. 2590 authorizing payment of claims for the period of June 27, 2024, through July 4, 2024

Accounts Payable: \$201,311.24

Payroll: \$38,191.13

Total: \$239,502.37

AP SPECIAL CHK 46002

AP CHK RUN 46003 – 46055

AP VOID CHK 45994 and 45914

PAYROL CHK 17368 – 17384

PAYROLL REMIT CHK 17385

- B. Approval of the City Council Minutes from 6-26-2024 Special Meeting and 6-26-2024 Regular Meeting.

Councilmember Bill Powers motioned to approve. A second was made by Councilmember Mikki Brown.

The roll call vote:

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Aye **Councilmember Mikki Brown** Absent **Councilmember Leah Turner**

4. **CSG Contract for limited Code Enforcement services**

Interim City Manager Scarlett discussed the need for a short term contract with CSG Consultants, Inc. Currently the City is seeking a new City Engagement Officer to train in code enforcement and abandoned vehicle abatement. Abandoned vehicle abatement is particularly needed and Scarlett encouraged the Council to consider the short term contract to provide this service and others.

The motion was made by Mayor Pro-Tem Jim Murphy Second by Councilmember Bill Powers
Roll Call vote

Aye **Mayor Pat Morton** Aye **Mayor Pro-Tem Jim Murphy** Aye **Councilmember Bill Powers** Aye **Councilmember Mikki Brown**

Absent **Councilmember Leah Turner**

5. **Adjournment**

The meeting was adjourned at 6:25 p.m.

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.

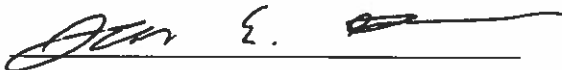
IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency proclaimed herein shall be reviewed by the City Council for the need to continue it at least once every sixty (60) days until the City Council terminates the local emergency and the City Council shall proclaim the termination of the local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



**CITY OF PORTOLA PROFESSIONAL SERVICES AGREEMENT WITH
CSG CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of July 15, 2024 (“Effective Date”), by and between the City of Portola, a municipal corporation (“City”) and CSG Consultants, Inc. (“Consultant”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Services. Consultant shall provide the professional services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Scope Services”).

2. Compensation.

A. For the performance of the Services described in Exhibit A hereto City shall compensate Consultant on a time-and-materials basis at the compensation rates specified in Consultant's Fee Schedule included in Exhibit B; provided, however, that total compensation for the performance by Consultant of all Services under all Task Orders shall not exceed fifteen thousand dollars (\$15,000) for the term of this Agreement, said amount being referred to herein as the “not-to-exceed” amount.

B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.

C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph A, above, without prior written authorization of the City.

D. City’s obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto. Payment shall be made within thirty (30) days of receipt of Consultant's invoice. Notwithstanding any other provision herein, Consultant shall not be paid any compensation until Consultant has complied with City’s Business License Ordinance.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on December 31, 2024, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.

5. **Consultant's Representation: Independent Contractor.** Consultant represents that Consultant possesses distinct skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, finish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement, City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.

7. **Licenses. Permits. Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.

8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

9. **Inspection.** Consultant shall provide City every reasonable opportunity to ascertain that the Services as being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. Progress Reports. Upon City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.

11. Confidentiality. In the course of providing services for City, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

12. Conflict of Interest. Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement.

13. Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

14. Standard of Performance. Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession or, if no such professional standard, in a manner consistent with the standards applicable to said Consultant or type of work. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared to comply and conform to the standards of Consultant's type of work. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.

15. Assignment/Transfer. Consultant shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.

16. Subcontractors. Consultant shall directly perform all Services and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon execution of this Agreement, Consultant shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify City in advance if changes in subcontractors occur.

17. Statement of Economic Interests. The City may determine that the certain of Consultant's employees must file a Form 700, Statement of Economic Interests, as required by the City's Conflict of Interest Code. If such is the case, the City Clerk's office will provide the Consultant with the form and Consultant shall file form with the City Clerk's office. Said filing shall

include an Assuming Office Statement within thirty (30) days of execution of this Agreement, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.

18. Internal Revenue Service Form W-9. The City may determine that the Consultant must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by City to comply with regulations of the United States Department of the Treasury. If such is the case, the Finance Department shall provide the Consultant with the required form. Consultant shall complete and file the form with City before any payment for Services under this Agreement is rendered.

19. Business License. Consultant shall file and require all its subcontractors to file, a Business License Application as required by the City. The City shall provide the Consultant with the required form. Consultant shall and require all its subcontractors to complete and file the form with the City and shall pay or cause to be paid the business license fee before any payment for Services under this Agreement is rendered.

20. Compliance With All Laws. Consultant and any subcontractors shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance. Consultant's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder shall, at the discretion of the City, be deemed to constitute a breach of contract.

21. Discrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

22. Notice. Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

- A. Personal delivery, in which case notice is effective upon delivery;
- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or
- D. Facsimile transmission, in which case notice shall be deemed delivered

upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

City:

City Manager
City of Portola
35 3rd Avenue
Portola, CA 96122
Email: sscarlett@yahoo.com
Phone #: 530-832-6800

Consultant:

Cyrus Kianpour
CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Email: Contracts@csgengr.com
Phone#: (650) 522-2500

23. Ownership of Documents. All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively “Project Documents”), shall be the property of the City and may not be used by Consultant without the written consent of City. Consultant shall provide documents in electronic form in a format required by the City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. City agrees to indemnify and hold Consultant harmless for claims resulting from City’s alteration for another City project, of said Project Documents.

24. Indemnification. Consultant agrees to indemnify, including the cost to defend, the City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees or agents in the performance of Services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant.

25. Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, Consultant’s agents, representatives and employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 000 1).
2. Insurance Services Office form number CA 0001 (Ed. 12 /90) covering Automobile Liability, code 1 (any auto), or code 8,9 if no owned auto.
3. Workers’ Compensation Insurance as required by the State of California and Employers’ Liability Insurance. If no employees are utilized, the Consultant shall sign a declaration as described in California Health and Safety Code Section 19825.
4. Professional liability insurance appropriate to the Consultant’s profession. Architects’ and Engineers’ coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than the following:

- I. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional liability: \$1,000,000 per occurrence or claim as approved by the City's City Manager.

C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City.

D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the City and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions.

I. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects liability arising out of work or operations as performed by or on behalf of the Consultant; or automobiles owned, leased; hired or borrowed by the

Consultant.

b. For any claims related to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it. The Additional Insured coverage under the Consultant's policy shall be at least as broad as ISO Form CG 20 01 04 13.

c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

2. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the City. The Consultant shall provide to the City an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the City for injuries to employees of the Insured resulting from work for the City or use of the City's premises or facilities.

3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and /or limits included above shall be available to the City. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

G. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before Services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. Consultant agrees to include with all subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Subcontractors hired by Consultant agree to be bound to Consultant and the City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance

provisions shall be furnished by Consultant to any subcontractor. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant shall provide proof of compliance to the City. If City is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then Consultant shall include all subcontractors as insureds under its policies.

26. Amendment. This Agreement may be amended only by a written instrument executed by both Parties.

27. Litigation. If litigation ensues between City and a third-party which pertains to the subject matter of Consultant's Services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.

28. Construction. This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

29. Governing Law; Venue; Attorneys' Fees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Portola. Any action arising from or brought in connection with this Agreement shall be venue in a court of competent jurisdiction in the County of Plumas, State of California. The prevailing Party in any suit or action regarding this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs, including the costs of any experts.

30. Non-Waiver. The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

31. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

32. No Third Party Beneficiaries. The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.

33. Mediation. The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. Mediation shall be conducted in Portola, California unless the Parties agree to conduct it in a different location.

34. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum

period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager or City Attorney, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Portola City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained by the City. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.

35. Headings. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

36. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or completion of this Agreement for the fullest period of time allowed by law.

37. Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

[Signature page to follow]

CITY OF PORTOLA

By:_____

Name: Susan Scarlett

Title: Interim City Manager

Date:_____

CSG CONSULTANTS,
INC.

By:_____

Name: Cyrus Kianpour

Title: President

Date:_____

EXHIBIT A

SCOPE OF WORK

CSG will assist the City in managing Code Enforcement complaints and cases including to complaint, intake, responding to complaints, inspections, noticing, vehicle enforcement, and any other related duties as needed at the direction of the City Manager.

CSG utilizes best practices and commonly used tools in code enforcement, including administrative remedies, and will focus and attempt with early notifications. The use of courtesy notices, door hangers (if applicable), and verbal communication will always be the initial approach. This is in great part that it is known that once a party is aware of issues, they are often willing to comply and bring violations into compliance. Additionally, CSG will assist in and provide training of City staff to assure continuation of these practices and services to best serve the community.

CSG will represent the City to address inoperative vehicles and current or outstanding cases, especially those with health and safety concerns. Our focus is always to work as collaboratively as possible, and to guide cases and solutions towards self-compliance. Additional issues involving blight or visual impacts, along with any other code related concerns will also be addressed.

The strongest emphasis will be to address the community's inoperable and abandoned vehicle concerns. Our team members implement and enforce regulations managed by the local vehicle authority in accordance with California Highway Patrol's (CHP) HP-1 guidelines. Our officer(s) will implement appropriate action consistent with the municipal codes and local authority's regulations in identifying inoperative and abandoned vehicles, properly noticing property and vehicle owners, and carrying out abatements actions as needed. CSG team members will work closely with the city and local authority in the documentation process, and will offer recommendations to current policies when applicable.

**EXHIBIT B
FEE SCHEDULE**

CODE ENFORCEMENT SERVICES

CSG's fee schedule for its Code Enforcement services is provided in the table below. Our hourly rates cover general overhead expenses such as mileage and most other equipment necessary to execute the job requirements.

| PERSONNEL | HOURLY RATE |
|--|-------------------|
| Code Enforcement Manager | \$210 |
| Senior Code Enforcement Officer | \$160 |
| Code Enforcement Officer II | \$130 |
| Code Enforcement Officer I | \$105 |
| Overtime Rate (in excess of 8 hours per day) | 1.5 x Hourly Rate |

All hourly rates include overhead costs including, but not limited to, salaries, benefits, workers' compensation insurance, travel and office expenses. Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate. "On Call" work performed outside of any regular assignments, will be billed on a four-hour minimum basis. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the previous month.



MEETING DATE: July 25, 2024

FROM: Susan Scarlett

RE: Emergency Proclamation and Resolution No. 2592 Ratifying the Proclamation

BACKGROUND:

Due to the Gold Complex fire the City Mayor executed a Proclamation on July 24, 2024 which is attached. The City Council needs to ratify the Proclamation by adopting Resolution No. 2592.

EXECUTIVE SUMMARY:

RECOMMENDATION:

FISCAL IMPACT:

Unknown

ATTACHMENTS:

- A. PROCLAMATION OF EMERGENCY - GOLD COMPLEX FIRE
- B. RESOLUTION RATIFYING PROCLAMATION OF LOCAL EMERGENCY - GOLD COMPLEX FIRE

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 Gold Complex Fire

WHEREAS, on or about July 22, 2024, four fires ignited in Plumas County, including the Mill Fire 1, Mill Fire 2, Mill Fire 3, and Smith Fire (collectively the “Gold Complex Fire”); and

WHEREAS, the Gold Complex Fire has created the existence of extreme peril to the safety of persons and property within the City of Portola (“City”); and

WHEREAS, the raging fire has resulted in evacuation orders and warnings requiring citizens in and around the City to be uplifted and forced from their homes and the City to evacuate City Hall; and

WHEREAS, these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City and requiring the combined forces of other political subdivisions to combat; and

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

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 and California Government Code Sections 8630-8634; and

WHEREAS, it would be prudent to request the Governor of the State of California to proclaim a State of Emergency for the City of Portola; and

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; and

WHEREAS, the City may proclaim a local emergency pursuant to California Government Code Sections 8630 -8634 and during periods of local emergency, the City has full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements therefor, and state agencies may provide mutual aid to the City, 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.

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, I hereby declare a local emergency due to conditions of extreme peril that the Gold Complex Fire, its impacts and responses thereto, pose to the safety of persons and property within the City.

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 Interim 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 24th day of July 2024

Mayor, City of Portola, Pat Morton

ATTEST:

Todd Roberts, Director of Public Works

I, Todd Roberts, Director of Public Works of the City of Portola, do hereby certify that the above and foregoing Proclamation was duly proclaimed by the Mayor of the City of Portola in her capacity as the Director of Emergency Services on July 24, 2024.

Todd Roberts, Director of Public Works

RESOLUTION NO. 2592

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
RATIFYING THE PROCLAMATION OF THE CITY’S DIRECTOR OF
EMERGENCY SERVICES PROCLAIMING A LOCAL EMERGENCY AND
RELATED MATTERS TO ADDRESS IMPACTS OF THE
GOLD COMPLEX FIRE**

WHEREAS, Ordinance No. 126 of the City of Portola, as set forth in Section 2.32 of the Portola Municipal Code, empowers the City Council and the City’s Director of Emergency Services to proclaim a local emergency when conditions create the existence of extreme peril to the safety of persons and property within the City of Portola (“City”); and

WHEREAS, the City may proclaim a local emergency pursuant to California Government Code Sections 8630 -8634; and

WHEREAS, on July 24, 2024, the City’s Director of Emergency Services proclaimed the existence of a local emergency and issued a Proclamation entitled “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 Gold Complex Fire,” (“Proclamation”) a copy of which is attached hereto; and

WHEREAS, the dangers and risks posed by Gold Complex Fire and the response thereto are or are likely to be beyond the control of the services, personnel, equipment and facilities of the City of Portola and therefore constitute an emergency as defined in Section 2.32.020 of the City of Portola Municipal Code, and;

WHEREAS, Section 2.32.060 of the City of Portola Municipal Code Section and Government Code Section 8630(b) require the City Council to ratify an emergency proclamation within seven (7) days or the proclamation will no longer be in force.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Portola hereby ratifies the Proclamation made on July 24, 2024, due to the significant, ongoing and possibly undiscovered impacts of the Gold Complex Fire.

BE IT FURTHER RESOLVED, that the City Council of the City of Portola hereby requests the Governor of the State of California to proclaim a State of Emergency for the City of Portola.

BE IT FURTHER RESOLVED, that the Director of Emergency Services or her designee immediately forward a certified copy of this Resolution to the Governor of the State of California.

PASSED, APPROVED AND ADOPTED this 25th day of July 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pat Morton, Mayor

ATTEST:

Susan Scarlett, Interim City Manager

I, Susan Scarlett, Interim City Manager of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a meeting thereof held on July 25, 2024.

Susan Scarlett, Interim City Manager

Resolution No. 2592

July 25, 2024



MEETING DATE: July 25, 2024

FROM: Susan Scarlett

RE: Amendment of Master License Agreement - EV charging stations

EXECUTIVE SUMMARY:

City staff has been working for a long time on an agreement for EV charging stations on Commercial Street. An agreement was executed July 14, 2022 and an amendment is being requested by staff to provide the option of up to 4 charging stations.

Liberty has completed the utility design and hopes to get construction scheduled in the next 60 days.

Attached is the executed agreement from 2022 and the City of Portola Site License Amendment

RECOMMENDATION:

Approve the Amendment to the original agreement.

ATTACHMENTS:

- A. CITY OF PORTOLA SITE LICENSE AMENDMENT
- B. PORTOLA EV RANGE AGREEMENT - FINAL 7-14-22 - SIGNED

Amendment of Master License Agreement

THIS AMENDMENT OF MASTER LICENSE AGREEMENT (this "Amendment"), dated as of July 14, 2022 (the "Effective Date"), is entered into by and between the City of Portola, CA ("Host") and EV Range Inc., a Delaware Corporation ("EV Range"). Host and EV Range are referred to herein individually as a "Party" and collectively as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in the Agreement (as defined below).

RECITALS:

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT :

1.

Additional Premises. The Parties hereby agree that Exhibit B attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto.

2.

Full Force and Effect. Except as expressly modified herein, the terms and conditions set forth in the Agreement shall remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Date.

HOST:

The City of Portola, CA

By:

Name:

Title:

EV Range:

EV Range, INC, a Delaware Corporation

By:

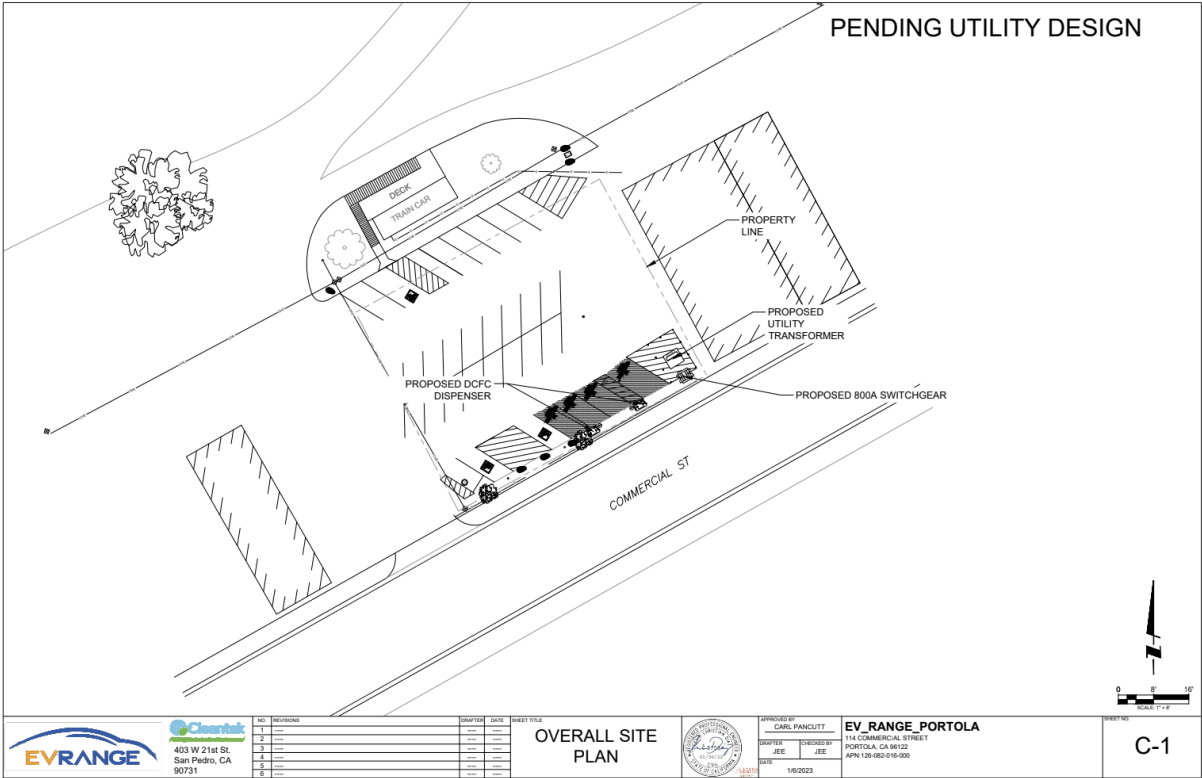
Name:

Title:

EXHIBIT B

PREMISES

The license agreement provides the option to install up to 4 DCFC Chargers.



MASTER CHARGING STATION LICENSE AGREEMENT

This MASTER CHARGING STATION LICENSE AGREEMENT (this "Agreement"), dated as of ____ July 14, 2022 ____ (the "Effective Date"), is between EV Range Inc., a Delaware Corporation ("EV Range"), and ____ City of Portola, California ____, a(n) ____ ("Host"). EV Range and Host may be referred to herein individually as a "Party," and together as the "Parties".

RECITALS

WHEREAS, Host is the fee simple owner or lessee of one or more real property sites described on Exhibit A attached hereto and incorporated herein (collectively, the "Host Property");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 LICENSE; USE; EXCLUSIVITY

1. **Grant of License.** For the Term of this Agreement, Host hereby grants to EV Range (i) an irrevocable, exclusive license running with the Host Property (the "License") to use a portion of the Host Property as more particularly described on Exhibit B (the "Premises") and (ii) any necessary easements for access and utilities, each consistent with the Purpose (as defined below).
2. **Access.** Access to the Host Property and the Premises is depicted on Exhibit B. EV Range shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week and on every day of the year.
3. **Use of Premises.** The Premises may be used by EV Range for any lawful activity in connection with the construction, installation, maintenance and operation of charging stations and ancillary items, including, without limitation, electrical equipment, hardware, software, signage and all supporting equipment and structures (which may include concrete pads and protective bollards) (collectively, the "Charging Stations"), together with any other uses permitted herein, on the terms and conditions set forth in this Agreement (the "Purpose"). The Premises may be accessed and used by EV Range and its agents, employees, contractors, vendors, customers, guests and invitees.
4. **Exclusivity.** Host hereby grants EV Range an exclusive right to construct, install, maintain and operate charging stations and related services at the Host Property during the Term (as defined below) of this Agreement, provided that there is no Event of Default that has occurred and is continuing with respect to EV Range and EV Range maintains the Charging Stations in operable condition and available for use by the public.
5. **Quiet Enjoyment.** EV Range shall have quiet enjoyment of the Premises during the Term of this Agreement.
6. **Additional Host Property.** The Parties may from time to time add or remove additional properties owned or leased by Host by executing an Addendum to Master License Agreement in the form attached hereto as Exhibit D attached hereto (the "Addendum") and the executed version of the Addendum shall be incorporated herein.

ARTICLE 2 TERM; LICENSE FEE; TERMINATION

1. **License Term.**

- a. **Initial Term.** This Agreement shall be effective on the Effective Date. Upon EV Range's receipt of all necessary governmental authorizations ("Governmental Authorizations"), EV Range shall provide to Host notice of such receipt and copies of all such authorizations within fifteen (15) business days thereafter, and five (5) days after the delivery of such notice and authorizations, subject to ARTICLE 3.4, EV Range may enter upon the Premises to install the Charging Stations. The term of the License shall commence upon the date on which the Charging Stations are first operational (the "Commencement Date") and, subject to the provisions of ARTICLE 2.2 below, end on the date that is 15 years from the Commencement Date (the "Initial Term"). EV Range shall provide to Host notice of the Commencement Date within ten (10) business days following the occurrence of such date.
- b. **Extended Terms.** Upon the expiration of the Initial Term, this Agreement will automatically renew for successive five (5) year periods (each, an "Extended Term", and together with the "Initial Term", the "Term"), unless either Party provides to the other Party written notice of termination of this Agreement no later than one hundred twenty (120) days prior to the expiration of the Initial Term or the current Extended Term, as applicable. Notwithstanding the foregoing, this Agreement will not automatically renew for any Extended Term if an Event of Default with respect to EV Range has occurred and is continuing at the end of the Initial Term and or the current Extended Term, as applicable.

2. **License** **Fee.**

Commencing upon the Commencement Date, EV Range shall pay to Host, at such address as Host may from time to time designate in writing, a monthly license fee in the amount determined by the License Fee Schedule attached hereto as Exhibit C, for the installed Charging Stations set forth on Exhibit B (the "License Fee"). The Parties acknowledge that in most instances one (1) Charging Station requires one (1) parking space, however, in order to comply with applicable laws, there may be instances where one (1) Charging Station requires more than one (1) parking space. EV Range shall pay the License Fee by the 10th of each month. The License Fee for the first month of the Term or any other partial month shall be prorated.

3. **Termination.**

- a. **For Cause.** Either Party may terminate this Agreement upon the occurrence of any of the following (each, an "Event of Default"):
 - i. **Breach.** The other Party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice; provided, however, that if such breach is not capable of being cured within such ten (10) day period, then so long as the breaching Party commences and diligently pursues such cure without such ten (10) day period and continues such cure until completion, then such period shall be deemed extended up to an additional sixty (60) days.

- II. *Insolvency*. The other Party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.
- b. Remedies. If an Event of Default by either Party has occurred and is continuing, in addition to the right to terminate, the other Party may exercise any other remedy it may have at law or in equity under this Agreement.
- c. For Convenience. EV Range may elect to terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to Host. During any Extended Term, Host may elect to terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to EV Range.
- d. Restoration of Premises upon Termination. Within ninety (90) days following the expiration or termination of this Agreement, EV Range shall remove the Charging Stations from the Premises and restore the affected area to its former condition, excluding ordinary wear and tear. EV Range shall only be required to cap off, not remove, any underground electrical wiring and conduit. If EV Range fails or refuses to remove the Charging Stations and/or restore the affected area as required within thirty (30) days of its receipt of written notice from Host in relation to same, Host may do so and dispose of the Charging Stations and all of EV Range's property and invoice EV Range for the cost thereof. Within thirty (30) days of Receipt of the invoice, EV Range shall pay Host the full amount of the invoice.
- e. No Further Obligations. Upon the expiration or termination of this Agreement, both Parties will be relieved of any further obligations under Agreement, except for those that by their nature survive an expiration or termination.

ARTICLE 3 CHARGING STATIONS

1. General.

- a. Charging Stations. The number of Charging Stations allowed (the "Allowed Number of Charging Stations") and their approximate locations are specified in Exhibit B. The Parties may increase or decrease the number of Charging Stations and/or their approximate locations by executing an Amendment of Master License Agreement in the form attached hereto as Exhibit E attached hereto (the "Amendment") and the executed version of the Amendment shall be incorporated herein. The License Fee shall automatically adjust, if necessary, to reflect the final number of installed Charging Stations.
- b. Modifications. Exhibit B is intended to provide only a general description of the Charging Stations for informational purposes. EV Range may, in its sole and absolute discretion and subject to ARTICLE 3.4 (Installation), at any time and for any reason during the License Term, without the need to obtain Host's consent or approval, (i) modify, including, without limitation, upgrade or replace any portion of the Charging Stations, or (ii) install Charging Stations up to the Allowed Number of Charging Stations (subject to payment of the License Fee pursuant to ARTICLE

2.2), and EV Range shall not be required to pay any other charges or fees on account of (i) or (ii).

- c. Ancillary Facilities. EV Range may, with Host's prior written approval and subject to ARTICLE 3.4 (Installation), include at the Premises other additional services, equipment or facilities for automobile upkeep that EV Range may elect to offer its customers from time to time during the Term.

2. **Reserved.**

- 3. **Signage.** EV Range may, with Host's prior written consent (except as required by law), paint, place, erect, or project signs, marks, or advertising devices in, on, or about the Premises or the Host Property (which consent shall be provided in Host's reasonable discretion). EV Range shall defend, indemnify Host and save Host harmless from all claims and damages resulting from any sign, mark or advertising device erected by EV Range at the Host Property. EV Range shall, at its own cost and expense, obtain any and all permits necessary for the installation of its signs, and EV Range shall be solely responsible for all costs and expenses associated with such permitting, the erection of such sign(s), and the maintenance and operation thereof. Further, EV Range, with Host's prior written consent, may place signage on or around the Charging Stations, designating the area as "Electric Vehicle Charging Only."

4. **Installation.**

- a. General. EV Range is solely responsible for the construction and installation of the Charging Stations in a safe, workmanlike manner that complies with all applicable laws, and has sole control over design, construction and installation, including, without limitation, scheduling, means, methods, techniques, sequences, and procedures, including the coordination of all work.
- b. Construction. Before beginning activities to install the Charging Stations, EV Range shall give a copy of the tentative construction schedule and installation plans and specifications to Host for its approval, which approval shall not be unreasonably delayed or withheld. EV Range shall not begin work until (i) Host has provided its written approval, (ii) EV Range has obtained all applicable Governmental Authorizations and provide a copy to Host, (iii) Has provided all required endorsements to and certificates of insurance to Host. Once approved, EV Range will, at its sole expense, oversee and manage the installation of the Charging Stations, including, without limitation, the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping; and installation of all EV Range-branded signage approved in writing by the Host (approval shall not be required to the extent any signage is required by law). Upon completion of construction, EV Range shall provide Host with a set of as-built plans for the Charging Stations. EV Range shall ensure that it and/or its designated contractors, subcontractors and/or service providers pay prevailing wages for any construction, installation work or maintenance contracts related to the Charging Station and related equipment, as those wages are determined pursuant to California Labor Code Section 1720 et seq., and Sections 1774 and 1775, to employ apprentices as required by California Labor Code Section 1777.5 et seq., and EV Range shall cause the contractor and subcontractors to comply with all other applicable

provisions of the California Labor Code and the implementing regulations of the California Department of Industrial Relations (the "DIR").

- c. Governmental Authorizations. EV Range will, at its sole cost and expense, obtain from applicable governmental authorities all Governmental Authorizations required to install the Charging Stations, and Host will reasonably cooperate upon request with EV Range's efforts to do so. EV Range shall provide a copy of Governmental Authorizations to Host.
 - d. Right to Construct. Host grants to EV Range and its employees and vendors the non-exclusive right to temporarily use and occupy the Premises and Host's adjacent property for the construction and installation of the Charging Stations. EV Range may only bring onto such property materials and equipment that will be used directly in the construction and installation of the Charging Stations. EV Range shall ensure that, subject to reasonable and unavoidable interruptions, all work is performed in a safe, workmanlike manner that complies with all applicable laws and that affords continuous, reasonable access to the Host Property.
 - e. Liens. EV Range will not permit or suffer any mechanic's or materialmen's liens to attach to the Host Property as a result of the installation, repair, maintenance or replacement of the Charging Stations. If as a result of EV Range's activities, a lien attaches to the Host Property, EV Range shall remove or bond over such lien at EV Range's sole cost and expense, within twenty (20) days of EV Range receiving written notice thereof from Host.
 - f. No Fixtures. In no event shall the Charging Stations or any of EV Range's property be deemed a fixture, nor shall Host, nor anyone claiming by, through or under Host (including but not limited to any present or future mortgagee of the Host Property) have any rights in or to EV Range's property at any time. Host shall have no interest in the Charging Stations or other equipment or personal property of EV Range installed or located on the Host Property, and EV Range may remove all or any portion of the Charging Stations or any other equipment or personal property of EV Range at any time. Without limiting the generality of the foregoing, Host hereby waives any statutory or common law lien right that it might otherwise have in or to the Charging Stations and other equipment or personal property of EV Range.
5. Operation and Maintenance. Except as otherwise provided in this Agreement, EV Range will, at its sole cost and expense, continuously maintain and operate the Charging Stations during the term of this Agreement, including making all necessary repairs, arrange for appropriate remote monitoring, and obtaining and installing appropriate software and hardware upgrades. EV Range shall not be required to make any repairs to the Host Property or Premises except for damage caused by EV Range, its employees, agents or contractors. Additionally, EV Range may, with the prior written approval of Host, perform security assessments and install reasonable security features on the Premises, including, without limitation, lighting and cameras.
6. Host Obligations. Host shall be under no obligation to maintain or operate the Charging Stations, signage or any other security features or equipment installed by EV Range within the Premises. Host shall, at its sole cost and expense, maintain the Premises in a clean, safe, and orderly condition, to at least the same standard as it customarily maintains the

common areas at the Host Property, including, without limitation, parking lot sweeping, parking lot snow removal, parking lot repaving and restriping, and maintenance and repair of curbs, gutters and landscaping features within the Premises. Host shall be responsible for any damage to the Charging Stations caused by Host or Host's employees, agents, representatives or contractors. Any such damage may be repaired by EV Range at Host's cost, and EV Range shall invoice Host for such amount. To the extent Host has actual knowledge of the same, Host shall promptly notify EV Range and, as appropriate, emergency response personnel regarding any malfunction of the Charging Stations. Host shall not store any items in the Premises and it shall not allow its employees, agents, representatives, invitees or visitors to park in the Premises, except to use the Charging Stations.

7. **Utilities.**

- a. **Utility Costs.** EV Range shall be responsible for all electricity and other utility costs of the Charging Stations and any related security features and equipment. EV Range shall, at its sole expense ensure that the Charging Stations and any related security features and equipment contain separately-metered electricity with EV Range as the customer of record for such meter, or as otherwise mutually agreed by the Parties.
- b. **Host Cooperation.** Host shall reasonably cooperate with EV Range to obtain electricity and any other utilities necessary to operate the Charging Stations, including by granting appropriate easements to local utility providers; *provided, however*, that Host is not required to pay money to satisfy the requirements of the utility or EV Range associated with the provision of such utilities.

8. **Training and Reporting.** To better facilitate the use of the Charging Stations by the target customers, EV Range will provide initial training to Host and its designated employees on the basic operation and maintenance of the Charging Stations at no cost to Host. As appropriate thereafter, EV Range (subject to EV Range's prior written agreement) and/or Host may periodically train and retrain its employees on the use and maintenance of the Charging Stations, so that Host employees who might provide any such support services have the requisite training to assist and answer questions from customers.

9. **Taxes.** EV Range is solely responsible for taxes imposed on the use of the Premises, (including but not limited any possessory interest tax to the extent related to the Charging Stations), and the Charging Stations, and any other equipment installed by it, that is located in the Premises. All other real or personal property taxes related to the Premises, including any increase in real estate taxes on the real property on which the Premises is located which arise from EV Range's improvements, are the sole obligation of Host. Each Party is responsible for its own income, franchise and similar taxes.

10. **Relocation of Premises.** During the Initial Term, Host may not relocate the Premises without EV Range's prior written consent, which may be withheld in EV Range's discretion. At any time thereafter during any Extended Term, upon the request of Host in connection with a legitimate business purpose, Host may request, not more than one (1) time, that EV Range relocate the Premises to a mutually agreeable location (i) that includes at least the same number of parking spots, and (ii) with accessibility (by EV Range and its invitees and customers) and visibility that is similar to the original Premises, provided that the new

location is open to the public before EV Range is required to decommission the original location and Host shall not be entitled to any increase in the License Fee as a result of such relocation. Upon receipt of such request, EV Range may either (1) elect to terminate this Agreement or (2) elect to relocate the Premises and pay all of its costs and expenses incurred as a result of such relocation, including, without limitation, the cost of moving the Charging Stations (including replacing any portion of the Charging Stations that cannot be moved without resulting in damage to such portion); the costs of any required revisions or modifications to any Governmental Authorizations, if any; utility relocation or reconnection costs; installation costs, including, without limitation, costs of vendors and contractors, the installation of electrical equipment, utility lines, hardware, and software, site preparation, trenching, repaving, and landscaping; the cost of relocating and installing EV Range's signage; and restoration costs related to the restoration of the original Premises.

ARTICLE 4

INTELLECTUAL PROPERTY; PUBLICITY

1. **Intellectual Property.** As used in this Agreement, "Intellectual Property" means all copyrights, patents, trademarks and service marks, names, logos, designs, domain names, generic Top-Level Domain names, all registrations for copyrights, patents, trademarks and service marks/names, domain names, generic Top-Level Domain names, trade secrets, know-how, and all unique concepts, information, data and knowledge that is eligible for legal protection under applicable laws as intellectual property, whether protected through confidentiality, registration or pending registration, regardless of form, whether disclosed in writing, electronically, orally or through visual means, whether learned or obtained orally, through observation, through the discharge of responsibilities under this Agreement, or through analysis of that information, data or knowledge.
 - a. **Host Intellectual Property.** The Parties agree that, as between them, Host has and retains ownership of all of Host's Intellectual Property, and except as set forth in ARTICLE 4.3(b), EV Range has no right, and shall not obtain any right, in any Host Intellectual Property.
 - b. **EV Range Intellectual Property.** The Parties agree that, as between them, EV Range has and retains ownership of all of EV Range's Intellectual Property, and Host has no right, and shall not obtain any right, in any EV Range Intellectual Property.
2. **Ownership of Drawings and Other Documents.** All documents and records prepared by or under the direction of EV Range pursuant to this Agreement, including, without limitation, drawings, specifications, and other documents, including those in electronic format, are solely and exclusively EV Range Intellectual Property, and EV Range retains all common law, statutory and other reserved rights, including the copyright.
3. **Publicity.**

Each Party, on its own or in conjunction with the other Party, may (i) make or publish announcements, press releases and statements and hold press conferences, both through traditional and electronic media, including websites created by them or other third parties, regarding the subject matter of this Agreement, including, without limitation, the execution of this Agreement, the status of the activities contemplated

herein and the location of the Charging Stations, (ii) advise mapping or other services of the existence of the Charging Stations at the Premises so that such services may include such information in connection with their mapping or other services; and (iii) make any disclosures regarding the subject matter of this Agreement or provide copies of this Agreement or portions hereof to utility providers, governmental authorities, affiliates and/or third parties as reasonably necessary or desirable to facilitate or effectuate the intents and purposes of this Agreement. EV Range acknowledges that Host is a public agency that is subject to the California Public Records Act and that this Agreement is a public record subject to public disclosure. Each Party hereby grants to the other Party an irrevocable, perpetual, royalty-free and transferable (to a permitted assignee subject to ARTICLE 8.4 of this Agreement) license during the Initial Term and any Extended Term of this Agreement to use the other Party's name and logo in connection with their business development activities for the limited purpose of indicating the existence of a business relationship between the Parties.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES; COVENANTS

1. **Mutual Representations and Warranties.** Each of Host and EV Range hereby represents and warrants to the other as of the Effective Date that: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, rule, regulation, order, judgment, or other legal or regulatory determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or administrative proceeding that may materially adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (e) this Agreement constitutes a legal, valid and binding obligation of such Party, except as the enforceability of this Agreement may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.
2. **Host Representations and Warranties.**
 - a. **Consents/Approvals.** Host further represents, warrants and covenants that it has obtained or it shall obtain any and all consents or approvals required in order for Host to grant the License and other rights and perform its obligations under this Agreement, and for EV Range to take the actions with respect to the Premises contemplated in this Agreement, from any third parties: (i) with an interest in the Host Property (including, without limitation, any owner, lender, lessee, ground lessor, party with a right of first refusal (or right of first offer) or any party to any reciprocal easement agreement) or (ii) whose consent is otherwise required under conditions, covenants and restrictions documents, declarations or similar agreements affecting the Host Property. When consent of a third party is required, upon the reasonable request of Host, EV Range shall provide reasonable

assistance to Host to educate the applicable third parties of the terms, conditions, and benefits of the activities proposed to be taken pursuant to this Agreement.

- b. Title. Host further represents and warrants that there are no liens, judgments, encumbrances or other impediments of title on the Host Property that would adversely affect the use or occupancy of the Premises by EV Range pursuant to this Agreement, and during the Term of this Agreement covenants to maintain the Host Property free of any such liens, judgments, encumbrances or other impediments.
- c. Hazardous Substances. Host further represents and warrants that to its knowledge the Host Property is and has at all times been in compliance with all applicable laws relating to the Host Property, including, without limitation, laws relating to Hazardous Substances and to the knowledge of Host, no fact or circumstance exists that reasonably could be expected to involve the Host Property in any environmental litigation, proceeding, investigation or claim or impose any environmental liability upon Host. “Hazardous Substances” means any and all chemicals, constituents, contaminants, pollutants, materials, and wastes and any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures (whether solids, liquids, gases), or any substances which are now or at any time after the Effective Date subject to regulation, control, remediation or otherwise addressed as a hazardous substance under applicable laws, including those laws, regulations and policies relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal, distribution, manufacture, processing, storage, transport, treatment, transport, or other use of such substances.

3. **EV Range Covenant.**

During the Initial Term and any Extended Term neither EV Range nor its employees, agents or contractors shall deliver, transport, bring to, store, maintain, use, generate or discharge any “Hazardous Substances” on the Host Property or the Premises. “Hazardous Substances” means any and all chemicals, constituents, contaminants, pollutants, materials, and wastes and any other carcinogenic, corrosive, ignitable, radioactive, reactive, toxic or otherwise hazardous substances or mixtures (whether solids, liquids, gases), or any substances which are now or at any time after the Effective Date subject to regulation, control, remediation or otherwise addressed as a hazardous substance under applicable laws, including those laws, regulations and policies relating to the discharge, emission, spill, release, or threatened release into the environment or relating to the disposal, distribution, manufacture, processing, storage, transport, treatment, transport, or other use of such substances.

ARTICLE 6

INSURANCE; CASUALTY AND CONDEMNATION

1. **EV Range Insurance.**

- a. Coverage. During the License Term, EV Range shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance:
 - I. Full replacement cost Property Insurance (written on a “special perils” basis) for the Charging Stations and all other personal property, machinery, equipment and trade fixtures owned by EV Range.

- II. Statutory Worker's Compensation Insurance and Employer's Liability Insurance as required by the State of California, limits of \$1,000,000.00 per accident/per employee.
- III. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$2,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds.
- IV. [Automobile Liability Insurance with limits of 2,000,000 per accident for bodily injury and property damage.]

2. **Reserved.**

3. **Host Insurance.**

- a. **Coverage.** During the License Term, Host shall maintain in full force and effect, at its cost and expense:
 - I. Full replacement cost Property Insurance (written on an "special perils" basis) for (1) the Host Property and all improvements thereon (including without limitation the Premises and all electrical infrastructure for the Charging Stations); and (2) all personal property, machinery, equipment and trade fixtures located at the Host Property or owned by Host; and
 - II. Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$2,000,000.00 per occurrence, that includes coverage for contractual liability, independent contractors, premises/operations, products/completed operations, and cross liabilities/separation of insureds.
 - III. [Host may satisfy its insurance obligations through self-insurance.]

4. **Other Insurance Requirements.** The insurance policies required under ARTICLES 6.1 and 6.2 shall:

- a. **Issuers.** Policies must be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Commencement Date; if the Best's ratings are changed or discontinued, the Parties shall agree to a comparable method of rating insurance companies.
- b. **Umbrella or Excess Insurance.** The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision

that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Host.

- c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the Host and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the Host. At the option of the Host, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Host, its elected and appointed officials, officers, employees and authorized volunteers, or EV Range shall provide a financial guarantee satisfactory to the Host guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The Host, its elected and appointed officials, officers, employees and authorized volunteers (the "Additional Insureds") are to be covered as insureds as respects liability arising out of work or operations as performed by or on behalf of EV Range; or automobiles owned, leased; hired or borrowed by EV Range.
 - ii. For any claims related to this Agreement, EV Range's insurance coverage shall be primary insurance as respects the Host, its elected and appointed officials, officers, employees and authorized volunteers. Any insurance or self- insurance maintained by the Host, its elected and appointed officials, officers, employees or authorized volunteers shall be in excess of EV Range's insurance and shall not contribute with it. The Additional Insured coverage under EV Range's policy shall be at least as broad as ISO Form CG 20 01 04 13.
 - iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by EV Range, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Host.
- e. EV Range's Workers' Compensation endorsement shall contain a Waiver of Subrogation against the Host. EV Range shall provide to the Host an endorsement from the Workers' Compensation insurer, if any, agreeing to waive all rights of subrogation against the Host for injuries to employees of the Insured resulting from work for the Host or use of the Host Property and the Premises or facilities.
- f. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above shall be available to the Host. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- g. EV Range shall furnish the Host with original certificates and amendatory endorsements effecting coverage required by this Agreement. The endorsements should be on forms provided by the Host or on other than the Host's forms provided

h. EV Range shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. EV Range agrees to include with all subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Subcontractors hired by EV Range agree to be bound to EV Range and the Host in the same manner and to the same extent as EV Range is bound to Host under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions shall be furnished by EV Range to any subcontractor. EV Range shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and EV Range shall provide proof of compliance to the Host. If Host is not furnished separate endorsements for each subcontractor prior to the commencement of subcontractor's work, then EV Range shall include all subcontractors as insureds under its policies.

i. Waiver of Subrogation. contain provisions whereby each Party's insurers waive all rights of subrogation against the other party on each of the coverages required herein.

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Premises shall be apportioned between the City and EV Range based on the value of the property destroyed and some of the proceeds will be made available to EV Range in connection with such repair and restoration. If either EV Range or Host elects to exercise its right to terminate this Agreement (to the extent allowed by this Section 7(a)), EV Range shall remove all of EV Range's property from the Premises in accordance with ARTICLE 2.2(b) of this Agreement. Any repair and restoration required by EV Range under this ARTICLE 7(a) shall commence within sixty (60) days of the date EV Range elects to repair and restore the Premises and shall be completed no later than 120 days thereafter.

- b. Condemnation/Taking. If any portion of the Premises or Host Property is condemned or taken in any manner for a public or quasi-public use that could adversely affect the use of the Charging Stations, then EV Range may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If EV Range does not elect to terminate, the Parties will use commercially reasonable efforts to find an alternate location for the Charging Stations elsewhere on Host Property. The costs of the relocation of the Charging Stations shall be paid by EV Range. EV Range may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation; *provided, however*, in no event shall such claim reduce the Host's award related to the condemnation or taking.
- c. Suspension of Term. During any time that (i) the Charging Stations or any portion of the Premises is under repair due to a casualty as described in ARTICLE 6.7.a or being relocated pursuant to this ARTICLE 6 or Article 3(10) (Relocation of Premises) or (ii) EV Range and its agents, employees, contractors, vendors, customers, guests and invitees do not have access to the Premises due to Host's acts or omissions (without limiting EV Range's rights under ARTICLE 2.3), the Term shall be temporarily suspended on a day-for-day basis.

ARTICLE 7

INDEMNITY; LIMITATION OF LIABILITY

- 1. EV Range. EV Range shall defend, indemnify and hold harmless Host, its elected and appointed officials, officers, employees, agents and authorized volunteers (individually, "Host Party" and, collectively, the "Host Parties") from and against all third party: claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") to the extent arising out of or resulting from (i) any willful misconduct or active negligence of EV Range, its affiliates, and their respective representatives, agents, officers, directors, shareholders, partners and employees (individually, "EV Range Party" and, collectively, the "EV Range Parties") in connection with this Agreement, (ii) any breach by EV Range of its obligations, representations or warranties under this Agreement, (iii) the operation of the Charging Stations during the Term, except to the extent arising out of or resulting from any willful misconduct or active negligence of any Host Party or any installation activities conducted by a contractor or other service provider designated by Host, and (iv) the presence, generation or release of Hazardous Substances transported onto the Host Property or Premises and generated or released by any EV Range Party.

The obligations of EV Range under this Section shall survive the expiration, cancellation, or termination of this Agreement and Term.

2. **Host.** Host shall defend, indemnify and hold harmless the EV Range Parties from and against all Losses to the extent arising out of or resulting from (i) any willful misconduct or active negligence of any Host Party in connection with this Agreement, (ii) any breach by Host of its obligations, representations or warranties under this Agreement, (iii) the presence, generation or release of Hazardous Substances on the Host Property (other than to the extent Hazardous Substances were brought onto the Host Property and generated or released by EV Range). The obligations of Host under this Section shall survive the expiration, cancellation, or termination of this Agreement and the Term.
3. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE (IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY) TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES RELATING TO THIS AGREEMENT. THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF THE OTHER PARTY TO MITIGATE ITS DAMAGES. EACH PARTY'S TOTAL LIABILITY FOR ANY AND ALL LIABILITY TO THE OTHER PARTY (ON AN AGGREGATE BASIS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) SHALL NOT EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). THE FOREGOING LIMITATION SHALL NOT LIMIT EITHER PARTY'S LIABILITY TO THE EXTENT OF ITS GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS ARTICLE 7.3 SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
4. **Procedure.** Any Party seeking indemnification hereunder (the "Indemnified Party") shall deliver to the other Party (the "Indemnifying Party") a notice describing the facts underlying its indemnification claim and the amount of such claim (each such notice a "Claim Notice"). Such Claim Notice shall be delivered promptly to the Indemnifying Party after the Indemnified Party receives notice that an action at law or a suit in equity has commenced; *provided, however*, that failure to deliver the Claim Notice as aforesaid shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that such Indemnifying Party has been prejudiced by such failure. An Indemnified Party shall have the right to participate in the Indemnifying Party's defense of a claim and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying Party, it being understood that the indemnifying Party shall control such defense.

ARTICLE 8 MISCELLANEOUS

1. **Brokers.** Each Party hereby represents to the other Party that it has not dealt with any broker in connection with this Agreement. Each Party agrees to defend, indemnify and hold the other Party, its elected and appointed officials, members, principals, beneficiaries, partners, officers, directors, employees, agents, and authorized volunteers, and the respective principals and members of any such agents harmless from all claims of any brokers claiming to have represented such Party in connection with this Agreement.

2. **Survival.** The obligations hereunder that, by their sense and context, are intended to survive termination of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to give them full effect.
3. **Notice.** Any notice to be given under this Agreement will be in writing and addressed to the Party at the address stated below. Notices will be deemed given and effective (i) if personally delivered, upon delivery, or (ii) if sent by an overnight service with tracking capabilities, upon receipt. Any such notice shall be delivered or addressed to the Parties at the addresses set forth below or at the most recent address specified by the addressee through written notice under this ARTICLE 8.3. Failure to give notice in accordance with any of the foregoing methods shall not defeat the effectiveness of notice actually received by the addressee:

If to EV Range:
EV Range Inc.
P.O. Box 1524
Zephyr Cove, NV 89448
Attn: Legal Dept.

If to Host:

City of Portola
35 Third Avenue
P.O. Box 1225
Portola, CA 96122

Attn: City Manager

Each Party may change its address for notice by giving notice thereof to the other Party.

4. **Assignment.** This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, successors, assigns, and personal representatives. Neither Party may assign its rights and obligations in and under this License without first obtaining prior written consent of the other Party, which shall not be unreasonably withheld; *provided, however,* that (i) EV Range may assign this Agreement without Host's consent or approval so long as any assignee agrees in writing to be bound by the terms of this Agreement and assumes all obligations and liabilities of and created by this Agreement, (ii) Host may assign this Agreement without EV Range's consent to (a) an affiliate (including a parent or subsidiary), (b) a successor by merger or acquisition, (c) a successor to all or substantially all of the assets of Host, or (d) a purchaser of the Host Property; provided that any such assignment shall be made subject to this Agreement and the assignee shall agree in writing to assume all of Host's obligations under this Agreement (Host shall provide reasonable evidence of such assumption to EV Range).

5. **Independent Contractors**. The Parties shall act as and be independent contractors in the performance of this Agreement. Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the Parties for any purpose, and the employees of one Party shall not be deemed to be the employees of the other Party. Except as otherwise stated in this Agreement, neither Party has any right to act on behalf of the other, nor represent that it has such right or authority.
6. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California, without regard to the conflicts of law principles that would result in the application of any law other than the law of the State of California.
7. **Consent to Jurisdiction**. Each of the Parties hereby irrevocably consents and agrees that any legal action or proceedings brought with respect to any dispute arising out of this Agreement shall be brought in, and each Party submits to the jurisdiction and venue of the state courts located in the County of Plumas, State of California, and by execution and delivery of this Agreement, each of the Parties hereby (i) accepts the non-exclusive jurisdiction of the foregoing courts, (ii) irrevocably agrees to be bound by any final judgment (subject to any appeal) of any such court with respect thereto, and (iii) irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venues of any suit, action or proceedings with respect hereto brought in any such court, and further irrevocably waives to the fullest extent permitted by law any claim that any such suit, action or proceedings brought in any such court has been brought in an inconvenient forum. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive (subject to any appeal) and may be enforced in other jurisdictions by suit on the judgment or in any other manner to the extent provided by law.
8. **Remedies**. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any Party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a Party may have under applicable law, in equity or otherwise.
9. **Attorneys' Fees; Venue**. If either Party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing Party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees. Any legal action or proceeding with respect to or arising out of this Agreement shall be tried and litigated exclusively in the State courts located in the County of Plumas, State of California.
10. **Specific Performance**. Notwithstanding anything to the contrary set forth herein or elsewhere, the Parties agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement, without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting any bond or other security, and to enforce specifically the terms and provisions of this Agreement in any state court located in the County of Plumas, State of California, this being in addition to any other remedy to which they are entitled at law or in equity.

11. **Further Assurances.** Each Party agrees to execute (and acknowledge, if requested) and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.
12. **Force Majeure.** Neither Party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control. This Agreement may be terminated without any termination fee or other penalty by the Party whose performance has not been affected if non-performance continues for more than sixty (60) days.
13. **No Waiver.** The failure of a Party to insist on strict performance of any provision of the Agreement does not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel given in any one instance does not constitute a waiver or estoppel with respect to a later obligation or breach.
14. **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person other than the Parties and their respective successors and permitted assigns.
15. **Integration; Amendments.** It is agreed and understood that this Agreement contains all agreements, promises and understandings between the Parties, and that there are no verbal or oral agreements, promises or understandings between the Parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the Parties.
16. **Severability.** If any term of this Agreement is held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as reformed to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.
17. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email) shall be as effective as the delivery of a manually executed counterpart.
18. **Drafting Presumption.** This Agreement has been and shall be construed to have been drafted by all Parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.
19. **Construction.** The headings in this Agreement are inserted for convenience and identification only. When the context requires, the number of all words shall include the singular and the plural. In this Agreement, words importing any gender include the other genders and the words including, includes and include shall be deemed to be followed by the words without limitation. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement.

20. **Memorandum.** EV Range may, at its sole cost and expense, record a memorandum of license agreement (the "Memorandum") substantially in the form attached hereto as Exhibit F with the appropriate land registry or recorder's office. At the request of EV Range, Host shall execute the Memorandum. EV Range shall provide Host with a conformed copy of any Memorandum.

[Signature Page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first shown above.

HOST:

City of Portola, California,
a(n) _____

By: Jon Kennedy

Name: Jon Kennedy

Title: City Manager

EV RANGE:

EV RANGE INC,
a Delaware Corporation

By: Dave Stansel

Name: Dave Stansel

Title: Director of Business Development

EXHIBIT A

DESCRIPTION OF HOST'S PROPERTY

Parcel Number: 126-082-016-000

Address: 411 Commercial St, Portola, Ca, 96122

Parcel/Assessors Map of property:

The screenshot displays a web application interface for property assessment. The top section features a map of a street grid with a blue pin marking a specific location. The map includes a legend on the left with options for Layers, Go To, Buffer & Shapes, and Legend. Below the map, there is a 'RESULTS' section with a 'LIST' tab and a 'DETAIL' tab. The 'DETAIL' tab is active, showing a list of records with columns for 'Records', 'Click the LIST tab to return to the LIST View', 'Page 3 / 3', 'Refresh List', 'Save Work', 'Print', and 'Hide Map'. Below this, there is an 'ASSESSOR DATA' section with a 'DOCS & SALES HISTORY' tab. The 'ASSESSOR DATA' section displays the following information:

- Property Address: 114 COMMERCIAL ST PORTOLA CA 96122-9636
- County: PLUMAS, CA
- Assessor: CYNTHIA L. FROGGATT, ASSESSOR
- Parcel # (APN): 126-082-016-000
- Parcel Status: ACTIVE
- Owner Name: PORTOLA CITY OF
- Mailing Address: PO BOX 1225 PORTOLA CA 96122
- Legal Description:

The bottom of the screenshot shows a Windows taskbar with several open applications, including a PDF viewer and a web browser. The system clock indicates the time is 2:53 PM on 8/3/2021.

EXHIBIT B

PREMISES

This Agreement provides the option to install up to 2 EV charging stations.

Satellite view of proposed area for EV Chargers:

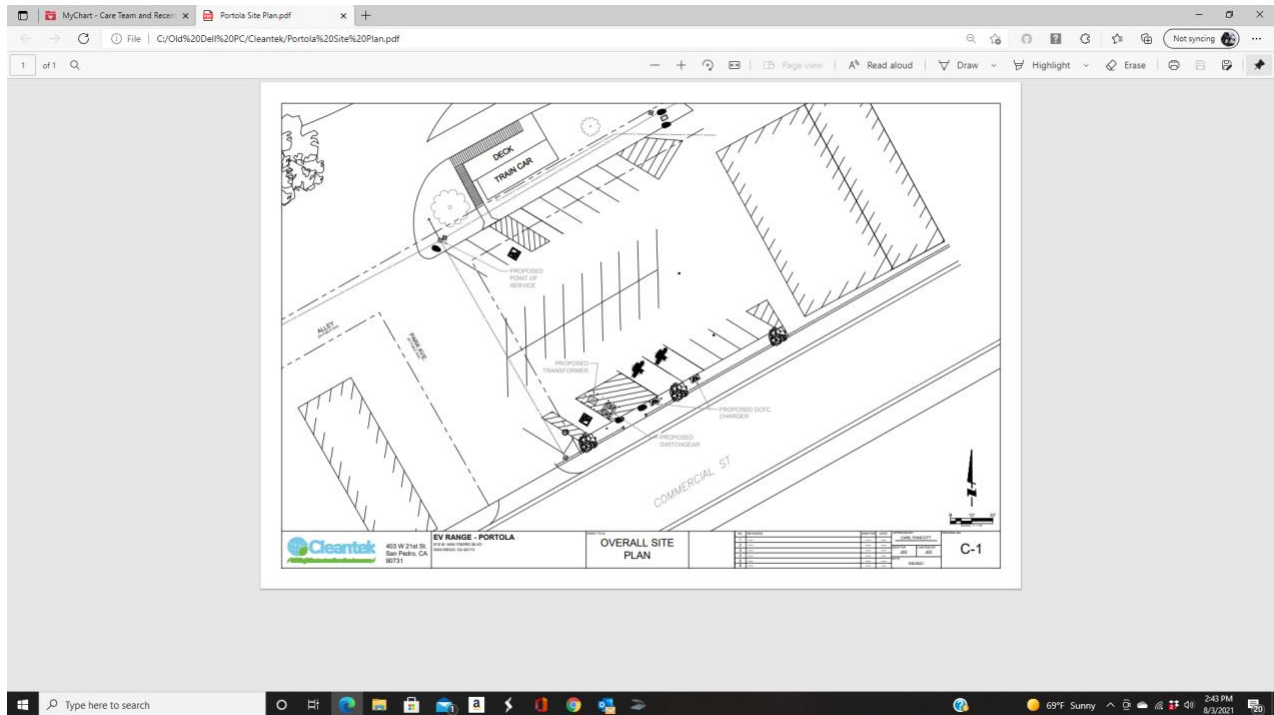


EXHIBIT C

LICENSE FEE SCHEDULE

\$1 annually paid on the anniversary of Charger activation

EXHIBIT D

Addendum to Master License Agreement

THIS ADDENDUM TO MASTER LICENSE AGREEMENT (this "Addendum"), dated as of _____, 20__ (the "Effective Date"), is entered into by and between _____ ("Host") and EV Range Inc., a Delaware Corporation ("EV Range"). Host and EV Range are referred to herein individually as a "Party" and collectively as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in the Agreement (as defined below).

RECITALS:

WHEREAS, Host and EV Range entered into that certain Master License Agreement dated as of _____, 20__ (the "Agreement");

WHEREAS, Host desires to license additional Host Property to EV Range ("Additional Host Property").

WHEREAS, the Parties desire to amend the Agreement add the Additional Host Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Additional Property. In order to add the Additional Host Property, the Parties hereby agree that Exhibits A and B attached to the Agreement are hereby deleted in their entirety and replaced with Exhibits A and B attached hereto. [ATTACH EXHIBITS A and B]
1. License Fee. The annual license fee for the Additional Host Property shall be _____ and __/100 Dollars (\$_____.00) due and payable in the same manner and upon the same terms as the License Fee set forth in the Agreement.
1. Full Force and Effect. Except as expressly modified herein, the terms and conditions set forth in the Agreement shall remain in full force and effect. The terms of the Agreement shall govern the Additional Host Property.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Addendum as of the Effective Date.

HOST:

_____,
a(n) _____

By:

Name:

Title:

EV RANGE:

EV RANGE INC,
a Delaware Corporation

By:

Name:

Title:

EXHIBIT E

Amendment of Master License Agreement

THIS AMENDMENT OF MASTER LICENSE AGREEMENT (this "Amendment"), dated as of _____, 20__ (the "Effective Date"), is entered into by and between _____ ("Host") and EV Range Inc., a Delaware Corporation ("EV Range"). Host and EV Range are referred to herein individually as a "Party" and collectively as the "Parties". Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in the Agreement (as defined below).

RECITALS:

WHEREAS, Host and EV Range entered into that certain Master License Agreement dated as of _____, 20__ (the "Agreement");

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and in consideration of other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT:

1. Additional Property. The Parties hereby agree that Exhibits B attached to the Agreement is hereby deleted in its entirety and replaced with Exhibit B attached hereto. [ATTACH EXHIBIT B]
1. Full Force and Effect. Except as expressly modified herein, the terms and conditions set forth in the Agreement shall remain in full force and effect.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the Effective Date.

HOST:

_____,
a(n) _____

By:

Name:

Title:

EV RANGE:

EV RANGE INC,
a Delaware Corporation

By:

Name:

Title:

EXHIBIT F

*Intentionally left blank.
Exhibit F (Memorandum of License Agreement) is on the following page*

Memorandum of License Agreement

RECORDING REQUESTED BY:

EV Range Inc.
P.O. Box 1524
Zephyr Cove, NV 89448

This Memorandum of License Agreement is made by and between __City of Portola, CA_____
a _____ ("Host") and EV Range Inc., a Delaware
Corporation ("EV Range"), to evidence that there is in existence a License Agreement as
hereinafter described.

1.Name of Agreement: License Agreement

2. Name of Licensors:

City of Portola

3.Name of Licensee: EV Range Inc.

4.Address of Licensors:

City of Portola

35 Third Avenue

P.O. Box 1225

Portola, CA 96122

Attn: __City Manager_____

5. Address of Licensee: EV Range Inc.

P.O. Box 1524

Zephyr Cove, NV 89448

Attn: Legal Dept.

6.Date of Agreement: 07-14-2022

7. Property Address: 411 Commercial St, Portola, Ca, 96122

8.Initial License Term: 15 years

9.Renewal Term(s):The term shall automatically renew for successive five (5) years, subject to
termination as described in the License Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of License Agreement as
of __07-14-2022_____.

LICENSOR:

__ City of Portola _____,
a(n) _____

By: Jon Kennedy

Name: Jon Kennedy

Title: City Manager

LICENSEE:

EV Range Inc.,
a Delaware Corporation

By: Dave Stansel

Name: Dave Stansel

Title: Director of Business Development

Signature: 
Jon Kennedy (Jul 14, 2022 13:48 PDT)

Email: citymanager@cityofportola.com






Portola EV Range Agreement - Final 5-20-22

Final Audit Report

2022-07-14

| | |
|-----------------|--|
| Created: | 2022-07-14 |
| By: | Dave Stansel (dave@cleantek.co) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAATztnXUjAQRxE7nxuTC_4G3tWHPDYvoUh |

"Portola EV Range Agreement - Final 5-20-22" History

-  Document created by Dave Stansel (dave@cleantek.co)
2022-07-14 - 8:43:37 PM GMT- IP address: 74.135.85.237
-  Document emailed to Jon Kennedy (citymanager@cityofportola.com) for signature
2022-07-14 - 8:45:37 PM GMT
-  Email viewed by Jon Kennedy (citymanager@cityofportola.com)
2022-07-14 - 8:47:02 PM GMT- IP address: 172.58.89.232
-  Document e-signed by Jon Kennedy (citymanager@cityofportola.com)
Signature Date: 2022-07-14 - 8:48:40 PM GMT - Time Source: server- IP address: 172.58.89.232
-  Agreement completed.
2022-07-14 - 8:48:40 PM GMT



MEETING DATE: July 25, 2024

FROM: Susan Scarlett

RE: 2024-2025 Draft Sheriff Contract

BACKGROUND:

The City of Portola annually reviews the contract with the Plumas County Sheriff's Department. At this time there are no changes to the contract being proposed by the City. The contract, if approved by the Council, will be presented to the Board of Supervisors by the Sheriff's office.

RECOMMENDATION:

Approve the 2024-2025 contract with the Plumas County Sheriff's Department

FISCAL IMPACT:

\$130,000 contract total budgeted in the 2024-2025 Adopted Budget

ATTACHMENTS:

A. CITY OF PORTOLA LAW ENFORCEMENT CONTRACT FY 24-25

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF PORTOLA,
THE COUNTY OF PLUMAS,
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. TERM

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2024 through June 30, 2025 unless terminated sooner as provided herein.

1.2. Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICE

2.1. Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, some municipal police protection services, duties and functions customarily rendered by a city police department under the statutes of the State of California within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. Such services shall include the following:

2.1.1 Enforcement of State statutes;

- 2.1.2 General traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Animal Control Services;
- 2.1.5 In the event the PCSO experiences a shortage of manpower and cannot fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Sheriff shall come through the City Manager.

3. REPORTS AND MEETINGS

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; and (v) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel

will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

3.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

4. SCHEDULING OF ASSIGNED DEPUTY

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding PCSO's scheduling and performance under this Agreement.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any rights or privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, other compensation or benefits to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement and PCSO for the services

rendered provided under this Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

6.2 Credits.

- 6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.
- 6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.
- 6.2.3 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease pertaining thereto.

7. **INDEMNIFICATION**

7.1. Claims Arising from Sole Acts or Omissions of County. County hereby agrees to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City

agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

7.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. SUBROGATION

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

10. ADMINISTRATION OF COPS GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and

will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

11. SPECIAL EVENT SERVICES

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

12. INTERNAL POLICIES

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

13. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

14. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

County

Chief Administrative Officer
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

City

City Manager
PO. Box 1225
Portola, CA 96122

PCSO

Todd Johns, Sheriff
PO. Box 1106
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

19. ADDITIONAL DOCUMENTS AND AGREEMENTS

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

20. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

21. DISPUTE RESOLUTION

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute (“Informal Resolution”). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, the parties shall be free to pursue any remedy available to them at law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

CITY OF PORTOLA

By: _____

Title: Interim City Manager

Date: _____

ATTEST:

By: _____

Title:

By: _____

Title: Mayor, City of Portola

Date: _____

Approved as to Form:

By: _____

Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: _____

Title: Sheriff

Date: _____

ATTEST:

By: _____

Title: Clerk of the Board

By: _____

Title: Chair of the Board of Supervisors

Date: _____

Approved as to Form:

By: _____

Title: County Counsel



MEETING DATE: July 25, 2024

FROM: Susan Scarlett

RE: Backhoe Purchase - Caterpillar

BACKGROUND:

In 2011 the City purchased a backhoe which has lasted 13 years. At this time Public Works is in need of a new backhoe. A backhoe is critical to the functions of Public Works. The old backhoe is being repaired and will serve as a backup if the repair is successful.

The quote is attached and is from a company that is part of the Omnia partners as are we and our contract number is 212816. This provides government procurement without going out to bid. Even so, Public Works director Todd Roberts checked out a John Deere backhoe which came in at a higher price.

RECOMMENDATION:

Approve the purchase of a Caterpillar 420 Backhoe Loader and approve a budget amendment to split the purchase price as follows:

45 % Water

45% Sewer

10% Snow Removal

FISCAL IMPACT:

\$166,768.48 (includes tax)

ATTACHMENTS:

A. CATERPILLAR QUOTE



7/23/2024

CITY OF PORTOLA
35 THIRD AVENUE
PORTOLA, CA 96122
ATTN: TODD ROBERTS

Dear TODD,

On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

2024 New Caterpillar 420 Backhoe Loader w/ 4WD, IT Coupler, E-Stick, Cab, AC, Plumbed, MP Bucket, Thumb, and 24" Rear Bucket.

Standard Equipment

BOOMS, STICKS, AND LINKAGES

BACKHOE

- 14'4" Center pivot backhoe
- 4.3 Meters
- Boom and swing transport locks
- Pilot operated backhoe and electro hydraulic stabilizer controls
- Street type stabilizer shoes
- Anti-drift hydraulics (boom, stick, and E-stick)
- Cat Cushion Swing(tm) system

LOADER

- Single Tilt Loader
- Lift cylinder brace
- Self-leveling loader with single lever control
- Return-to-dig (automatic bucket positioner)
- Transmission neutralizer switch
- Bucket level indicator

POWERTRAIN

- Water separator
- Thermal starting aid system
- Dry type axial seal air cleaner with integral precleaner
- Automatic dust ejection system
- Filter condition indicator

HYDRAULICS (continued)

- Pilot control shutoff switch
- Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- Horn, front and rear
- Backup alarm
- Hazard flashers/turn signals
- Halogen head lights (2)
- Halogen rear flood lights (2)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 850 CCA maintenance free battery
- Battery disconnect switch
- External Power Receptacle (12v)
- Diagnostic ports for engine and machine Electronic Control Modules

OPERATOR ENVIRONMENT

- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch (50mm) retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle

POWERTRAIN (continued)

- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock
- Torque converter
- Transmission-four speed manual shift
- Neutral safety switch
- Spin-on filters for Fuel
- Engine oil
- Transmission oil
- Outboard Planetary Rear Axles
- Diesel particulate filter
- Hydrostatic power steering

HYDRAULICS

- Pilot hoe and mechanical loader controls
- Load sensing, variable flow system with 43 gpm (162 L/min) axial piston pump
- 6 micron hydraulic filter
- Caterpillar XT-3 hose
- Hydraulic oil cooler

OPERATOR ENVIRONMENT (continued)

- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

FLUIDS

- Antifreeze - Extended Life Coolant
- 20F (-30C)

OTHER STANDARD EQUIPMENT

- Standard Storage Box
- Transport tie-down points
- Ground line fill fuel tank with 42.3 gal (160L) capacity & 5 gal (19L) diesel exhaust fluid
- Rubber impact strips on radiator guard
- Safety Manual
- Operations and Maintenance Manual
- Lockable hood
- Tire Valve Stem Protection

Additional Configuration Included in the Sales Price:

| Ref # | Description | Price |
|---------|-------------------------------|-----------|
| 5427992 | 420 BACKHOE LOADER | \$112,330 |
| 6429588 | TRIM PACKAGE 3 | \$51,190 |
| | TRIM PACKAGE 3 INCLUDES | \$0 |
| 5440883 | CAB, DELUXE | \$0 |
| 5427774 | HYDRAULICS, MP, 6FCN/8BNK, ST | \$0 |
| 5441066 | PT, 4WD/2WS, POWERSHIFT | \$0 |
| 5434284 | STICK, EXTENDABLE, 14FT | \$0 |
| 5455048 | DISPLAY, TOUCH SCREEN | \$0 |
| 4916736 | WORKLIGHTS (8) LED LAMPS | \$0 |
| 6110339 | SEAT, DELUXE FABRIC | \$0 |
| 5427810 | AIR CONDITIONER, T4F | \$0 |
| 3379696 | COUNTERWEIGHT, 1015 LBS | \$0 |
| 5516453 | RIDE CONTROL | \$0 |
| 5481231 | LINES, COMBINED AUX, E-STICK | \$0 |
| 5402298 | STANDARD RADIO (12V) | \$0 |

Additional Configuration Included in the Sales Price (continued):

| | | |
|-------------------------------|--------------------------------|------------------|
| 5516940 | COLD WEATHER PACKAGE, 120V | \$0 |
| 5675090 | AUTO-UP STABILIZERS | \$0 |
| 4237607 | PLATE GROUP - BOOM WEAR | \$0 |
| 3531389 | GUARD, STABILIZER | \$0 |
| | END OF TRIM PACKAGE INCLUDES | \$0 |
| 5419540 | ENGINE, 74.5KW, C3.6 DITA, T4F | \$12,360 |
| 2061748 | SEAT BELT, 3" SUSPENSION | \$187 |
| 6394880 | PRODUCT LINK, CELLULAR, PLE643 | \$0 |
| 3792161 | TIRES, 12.5 80/19.5L-24, GY | \$3,070 |
| 9R6007 | STABILIZER PADS, FLIP-OVER | \$435 |
| 5458548 | LOADER BUCKET PINS | \$0 |
| 5968446 | KIT, LOADER FRONT COUPLER | \$5,924 |
| 2322698 | BUCKET-MP, 1.4 YD3, IT, BOCE | \$8,306 |
| 9R5320 | CUTTING EDGE, TWO PIECE,WIDE | \$329 |
| 5590872 | INSTRUCTIONS, ANSI | \$0 |
| 4218926 | SERIALIZED TECHNICAL MEDIA KIT | \$0 |
| 0P0210 | PACK, DOMESTIC TRUCK | \$0 |
| 4616839 | SHIPPING/STORAGE PROTECTION | \$263 |
| 4621033 | RUST PREVENTATIVE APPLICATOR | \$141 |
| 5441901 | REAR COUPLER, PIN LOCK, BL F | \$1,528 |
| 0P9002 | LANE 2 ORDER | \$0 |
| 2825409 | THUMB, HYDRAULIC, NO TINE, BHL | \$6,431 |
| 2214284 | THUMB, TINE, A 2 | \$488 |
| 2471950 | BUCKET-HD, 24", 7.3 FT3 PL | \$2,160 |
| CATERPILLAR LIST PRICE | | \$205,142 |

Pricing Summary

| | |
|---|---------------------|
| Caterpillar List Price: | \$205,142.00 |
| Less OMNIA PARTNERS Cooperative Contract #212816 (22%): | (\$45,131.24) |
| Less Additional Empire Discount (4%): | <u>(\$8,205.68)</u> |
| Sub Total: | \$151,805.08 |
| Labor to Install IT Coupler: | \$2,200.00 |
| Extended Warranty (see details below): | \$1,490.00 |
| Total Sale Price: | \$155,495.08 |

Warranty: Caterpillar Power Train Plus Hydraulic Warranty for 60 months or 3,000 hours, whichever occurs first. Includes twelve (12) months of travel time and mileage cost for warrantable repairs.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Dylen Getz
Empire Southwest
Account Manager
(775)835-7470
Dylen.Getz@empire-cat.com

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/sales serviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.