



City of Portola  
**AGENDA**

**Regular Meeting**  
**January 22, 2025 06:00 PM**  
**35 Third Ave, Portola, CA 96122**  
<https://www.cityofportola.com/>

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

**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 for regular meetings will also be accepted via email sent to the Administrative Clerk, at [admin@cityofportola.com](mailto: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

## 2. City Communications

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

A. City Council Communications

B. Reports: Beckwourth Peak Fire Protection District/Plumas County Sheriff/Northern Sierra Air Quality District

C. Staff Communications

D. City Manager Report

## 3. 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. 2603 authorizing payment of claims for Payroll for the period December 28, 2024 through January 10, 2025 and Accounts Payable for the period of December 26th, 2024 through January 10th, 2025.

Total Accounts Payable Claims: \$184,806.65

Total Payroll Claims: \$32,249.57

Total Claims: \$217,056.22

Voids- 46662

B. Minutes of the Regular meeting January 8th, 2025- Approve the minutes of the Regular meeting from January 8th, 2025

## 4. Participation in Multi-Jurisdictional Local Hazard Mitigation Plan

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

Staff report prepared by Senior Planning Consultant Karen Downs.

Council direction to staff.

## 5. Portola Youth and Tobacco: Smoke Free High County Presentation

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

Staff met with Regina Martinez on 12/10/2024 to discuss the topic. The request was made to present before City Council.

Regina Martinez from Smoke Free High Country will present to the Council concerning tobacco retailer licensing.

Council direction to staff.

## 6. Bank Account Signature Authorization and Removal

☒ Discussion ☒ Possible Action  [Comment](#)

Staff proposes that the Council take action on the following pertaining to bank account signature authorization for the City's Plumas Bank Account ending in 8288:

Add: Ryan Bonk- City Manager

Remove: Jon Kennedy- Previous City Manager

## 7. Agreement for Professional Services: TCE Solutions Inc.

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

Staff has prepared the attached report for the draft agreement for professional services. The services being considered are Senior Code Enforcement Services for Fiscal Year 2024-2025.

## 8. Resolution 2604- Adopting Rules of Decorum for Public Meetings

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

Review Resolution 2604 Adopting Rules of Decorum for Public Meetings

Staff recommends adoption of Resolution 2604

## 9. Closed Session

☒ Discussion ☒ Possible Action  [Comment](#)

A. Litigation - Pending/Existing Litigation

Closed Session Pursuant to Government Code Section 54956.9(d)(2) , Threat of Litigation, One Case.

## 10. Adjournment



TO: BOARD OF DIRECTORS

FROM: JACK ROSEVEAR

DATE: JANUARY 8, 2025

RE: BECKWOURTH PEAK FIRE DISTRICT'S SIX-MONTH ANNIVERSARY

Board Members and Staff: Congratulations on the District's six-month anniversary! The following is a summary of activities and accomplishments since July 1, 2024:

- July 1- Operations began
- July 17- Completed a new salary survey for OES reimbursements.
- July 20- Honored the life and legacy of Captain Scott Thompson- 9407
- July 21- District participates in its first OES preposition- It lasts 24 hours.
- July 22- Preposition extension request denied- Lightning strikes start the Mill and Smith Fires- many structures saved. Communities of Delleker, Portola City, Gold Mountain and White Hawk threatened. 3,000 acres burned with a suppression cost of \$4,000 per acre.
- July 21-September 11- Preposition Staffed Shifts- 19 (24-hour shifts). Numerous calls responded to by staff, including a CPR save and response to fires- Bear Fire- Loyalton (structures saved).
- July 22- October 7- Major Incident Deployment Staffed Days-19 (24-hour shifts- Gold, Crozier, Bear, Airport).
- 8/3- 12/22- Merger with Eastern Plumas Rural Fire District- 3 Fire stations, 9 Apparatus. Numerous meetings with EPRFPD Board, LAFCO and Board of Supervisors. Achieved Tax Sharing agreement with Board of Supervisors. Thank you, Director Cary Curtis, for your tireless efforts to get this done with adequate financial support.
- September 8- Enhanced staffing plan (Option D) established- testing/hiring process for three FT shift personnel and three BCs. Result- 24-hour staffing at Station 1 and consistent staffing for the East Battalion. Promotion of a Captain. Established Training Officer and Safety Officer positions. Big thank you to President Rich McLaughlin for his budget work and the Board's support to implement enhanced

staffing. This has tremendously improved our response times and ability to serve the Community.

- 8/30 & 12/14- Hosted a District formation celebration and Christmas Dinner events.
- October-December- Worked closely with the Plumas County Auditor to review fire tax exemption requests and assisted property owners with questions regarding their tax bills.
- 12/17- FEMA AFG grant submitted for station diesel exhaust systems (5) and Extractors (2) Requesting \$300k.
- Conversion of District apparatus with updated County compliant re-numbering and new District logos.
- Annual hose and ladder testing.
- Branding of District with personnel uniforms, badges, patches. New turnouts proposed.
- Formed an Automatic Aid agreement with Graeagle FD.
- Established a new policy manual through Lexipol and added the training platform Target Solutions (paid by Insurance carrier).
- Station signs designed and currently being made- installation soon.
- On-Boarded five new firefighters- two additional in progress.
- Participated in Community Events (Grizzly Community Firewise, Gold Mountain Annual Homeowners Meeting, Portola HS Homecoming Parade, Portola Christmas Parade, Loyalton Christmas and July 4 parades.
- Agreement with Cal Fire for dispatching assistance in the Hwy 395 corridor. Taking positive steps to form a lasting relationship for the future, which includes full-time dispatching for the District.
- Established adequate insurance coverage for all District assets and nine fire stations, including Eastern Plumas Rural FD. Actively involved in working with District's insurance advisor and GSRMA risk management manager to reduce liability and policy cost.
- Sold six surplus fire apparatus and returned three unused Federal Excess Program engines. Sales revenue towards purchase of water tender- \$45k.
- Fundraiser event for Christmas tree sale.
- Total OES Reimbursements- \$380,000- all payroll paid within the pay period worked.
- 2024- Responded to 688 incidents. 367 calls from July 1. The first District response on 7/1 was a Lift Assist. (See attached call breakdown). The last call for the Beckwourth Fire District, with 75 years of service, was a lift assist which turned into a medical transport. Tremendous thanks and gratitude to the Officers and Firefighters of the Beckwourth Peak Fire District. None of this would be possible without you. I am grateful for your extra efforts and sacrifices for the residents and visitors of our District. I am proud to have the opportunity to support your great work and response to others in need.

#### Winter/Spring 2025- Goals/Expectations:

- Hire Administrative Assistant/Finance Officer for 32-hour 4 day per week- office staffing.
- January 30- Submit Office of Traffic Safety Grant for \$235k for rescue equipment and PPE by January 30
- Verify relationship with USFS to enhance mutual response/training and renegotiate lease for Station 4. Recover past due rent.
- Host Training Classes- Wildland certification classes (5) and Operator 1A/1B.
- Submit FEMA SAFER grant applications for full time staffing and Volunteer Recruitment and Retention.
- Begin Strategic Planning Process with Chief Forrest Craig.
- Convert to full time Cal Fire Dispatch (Susanville Interagency Fire Center aka SIFC) for Fire Season 2025.
- Receive remaining \$110k in OES reimbursements
- Prepare the 2025-26 Preliminary Budget
- Decide to enter into an agreement with Gold Mountain CSD for operation of their fire engine and training their Fire Cadre as Fire District members, for wildland fire operations in the 2025 Fire Season.
- Work with Truckee Meadows Community College Fire Academy to create a remote Firefighter 1 academy in East Plumas County.
- Prepare for Fire Season 2025.

**RESOLUTION NO. 2603**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR PAYROLL FOR THE PERIOD  
DECEMBER 28, 2024, THROUGH JANUARY 10, 2025 AND ACCOUNTS  
PAYABLE FROM  
DECEMBER 26, 2024, THROUGH JANUARY 10<sup>th</sup>, 2025**

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

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

<b>Check Nos:</b>	<b>Amount</b>
46605-46626	\$89,048.86
46627-46665	\$95,757.79
46662	<b>VOID</b>
<b>Total Accounts Payable</b>	<b>\$184,806.65</b>
<b>Payroll:</b>	
12/28/2024-01/10/2025	\$32,294.57
<b>Total Payroll</b>	<b>\$32,249.57</b>
<b>Total Claims</b>	<b>\$217,056.22</b>

**PASSED, APPROVED AND ADOPTED** this 22<sup>nd</sup> day of January 2025, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Jim Murphy, Mayor

ATTEST:

\_\_\_\_\_  
Malachi Mansfield, Deputy City Clerk

I, Malachi Mansfield, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a regular meeting thereof held on January 22<sup>nd</sup> , 2024.

\_\_\_\_\_  
Malachi Mansfield, Deputy City Clerk

1/15/2025 8:33 AM  
VENDOR SET: 01 City of Portola  
BANK: \* ALL BANKS  
DATE RANGE: 0/00/0000 THRU 99/99/9999

A/P HISTORY CHECK REPORT

PAGE: 1

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/22/2025			046662		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			1	0.00	0.00	0.00
BANK: *		TOTALS:	1	0.00	0.00	0.00



VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0218	Silver State Analytical Labora							
I-202501143039	Silver State Analytical Labora	R	1/22/2025			046627		
710 311-600.51	TESTING	VARIOUS	INVOICES	1,636.00				
720 311-600.51	TESTING	VARIOUS	INVOICES	1,248.00				2,884.00
000014	SWIMOUTLET							
I-202501143032	SWIMOUTLET	R	1/22/2025			046628		
100 411-600.06	MATERIALS AND SUPPLIES	SUITE, SIGN, CHILD S		102.75				102.75
000025	AUTO & TRUCK ELECTRIC IN							
I-202501133027	AUTO & TRUCK ELECTRIC IN	R	1/22/2025			046629		
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	AUTO & TRUCK ELECTRI		535.91				535.91
000029	COUNTRY BREEZE CLEANING							
I-202501093000	COUNTRY BREEZE CLEANING	R	1/22/2025			046630		
100 111-600.45	BUILDING EXPENSE	COUNTRY BREEZE CLEAN		133.33				
710 311-600.45	BUILDING EXPENSE	COUNTRY BREEZE CLEAN		133.33				
720 311-600.45	BUILDING EXPENSE	COUNTRY BREEZE CLEAN		133.34				400.00
000045	PACE ANALYTICAL SERVICES LLC							
I-202501103022	PACE ANALYTICAL SERVICES LLC	R	1/22/2025			046631		
720 311-600.51	TESTING	INV# 252800025		2,019.95				2,019.95
000048	PACE ENGINEERING INC							
I-202501093008	PACE ENGINEERING INC	R	1/22/2025			046632		
720 311-600.18	PROFESSIONAL SERVICES	PACE ENGINEERING INC		6,378.50				6,378.50
000069	MARLIN LEASING CORP - PEAC							
I-202501093012	MARLIN LEASING CORP - PEAC	R	1/22/2025			046633		
100 111-600.48	EQUIPMENT LEASE	COPIER LEASE		97.89				
100 113-600.48	EQUIPMENT LEASE	COPIER LEASE		97.89				
710 311-600.48	EQUIPMENT LEASE	COPIER LEASE		65.26				
720 311-600.48	EQUIPMENT LEASE	COPIER LEASE		65.26				326.30
000086	ADCOCK - CRESCENT TOW AND REPA							
I-202501092999	ADCOCK - CRESCENT TOW AND REPA	R	1/22/2025			046634		
100 212-600.95	CODE ENFORCEMENT	ADCOCK - CRESCENT TO		2,500.00				2,500.00
000094	WESTERN INDUSTRIAL PARTS, INC							
I-202501133029	WESTERN INDUSTRIAL PARTS, INC	R	1/22/2025			046635		
208 317-600.06	MATERIALS AND SUPPLIES	2501-111727; 2501-11		511.57				511.57
0005	AIRGAS, INC.							
I-202501143034	AIRGAS, INC.	R	1/22/2025			046636		
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	Inv# 5513552986		124.79				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	Inv# 5513552986		124.78				
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	Inv# 5513552986		51.14				
710 311-600.08	VEHICLE REPAIR & MAINTENANCE	Inv# 5513552986		51.14				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0005	AIRGAS, INC.	CONT						
I-202501143034	AIRGAS, INC.	R	1/22/2025			046636		
710 311-600.06	MATERIALS AND SUPPLIES	Inv# 5513552986		95.13				446.98
0008	ALWAYS ANSWER							
I-202501092996	ALWAYS ANSWER	R	1/22/2025			046637		
710 311-600.05	TELEPHONE	INV # 69589-010125		56.00				
720 311-600.05	TELEPHONE	INV # 69589-010125		55.99				111.99
0010	AMAZON CAPITOL SERVICES							
I-202501092998	AMAZON CAPITOL SERVICES	R	1/22/2025			046638		
710 311-600.06	MATERIALS AND SUPPLIES	AMAZON CAPITOL SERVI		139.94				
720 311-600.06	MATERIALS AND SUPPLIES	AMAZON CAPITOL SERVI		168.70				
208 317-600.06	MATERIALS AND SUPPLIES	AMAZON CAPITOL SERVI		301.74				
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	AMAZON CAPITOL SERVI		211.11				
720 311-600.76	LINE REPAIR	AMAZON CAPITOL SERVI		90.08				
730 311-600.06	MATERIALS AND SUPPLIES	AMAZON CAPITOL SERVI		139.96				1,051.53
0015	AMERIGAS							
I-202501092997	AMERIGAS	R	1/22/2025			046639		
208 317-600.04	GAS AND ELECTRIC	INV# 3172458534 PROP		1,186.93				
100 311-600.04	GAS AND ELECTRIC	INV# 3171016940 PROP		520.42				
710 311-600.04	GAS AND ELECTRIC	INV # 3171016940 PRO		771.92				2,479.27
0021	AT&T							
I-202501143035	AT&T	R	1/22/2025			046640		
710 311-600.05	TELEPHONE	248134-42167456		2.21				
720 311-600.05	TELEPHONE	248134-42167456		2.22				4.43
0027	BASTIAN ENGINEERING							
I-202501133031	BASTIAN ENGINEERING	R	1/22/2025			046641		
100 111-600.18	PROFESSIONAL SERVICES	ENGINEERING SERVICES		193.75				193.75
0034	CAPITAL ONE TRADE CREDIT							
I-202501143036	CAPITAL ONE TRADE CREDIT	R	1/22/2025			046642		
710 311-600.06	MATERIALS AND SUPPLIES	NORTH AMERICAN TOOL		112.48				
720 311-600.06	MATERIALS AND SUPPLIES	NORTH AMERICAN TOOL		112.48				224.96
0052	CITY OF PORTOLA							
I-202501093001	CITY OF PORTOLA	R	1/22/2025			046643		
100 311-601.10	WATER	CITY OF PORTOLA		56.36				
100 311-601.11	SEWER	CITY OF PORTOLA		45.23				
100 414-601.10	WATER	CITY OF PORTOLA		1,175.20				
100 411-601.10	WATER	CITY OF PORTOLA		389.46				
100 411-601.11	SEWER	CITY OF PORTOLA		44.75				
100 414-601.11	SEWER	CITY OF PORTOLA		74.56				
100 413-601.10	WATER	CITY OF PORTOLA		33.20				
100 413-601.11	SEWER	CITY OF PORTOLA		45.23				

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0052	CITY OF PORTOLA	CONT						
I-202501093001	CITY OF PORTOLA	R	1/22/2025			046643		
710 311-601.10	WATER	CITY OF PORTOLA		44.78				
720 311-601.10	WATER	CITY OF PORTOLA		45.24				1,954.01
0065	D&D SEEDS AND FARM EQUIPMENT S							
I-202501093002	D&D SEEDS AND FARM EQUIPMENT S	R	1/22/2025			046644		
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	INV 170374		394.38				394.38
0091	GRANITE CONSTRUCTION, INC							
I-202501093003	GRANITE CONSTRUCTION, INC	R	1/22/2025			046645		
710 311-600.76	LINE REPAIR	INV 2871516		2,284.83				
720 311-600.76	LINE REPAIR	INV 2871516		2,284.82				
208 317-600.42	STREET REPAIR	INV 2871516		2,284.82				6,854.47
0101	HUNT & SONS, INC.							
I-202501103019	HUNT & SONS, INC.	R	1/22/2025			046646		
100 414-600.09	VEHICLE FUEL	HUNT & SONS, INC.		2.55				
710 311-600.09	VEHICLE FUEL	HUNT & SONS, INC.		310.41				
720 311-600.09	VEHICLE FUEL	HUNT & SONS, INC.		116.04				
207 315-600.09	VEHICLE FUEL	HUNT & SONS, INC.		153.31				
208 317-600.09	VEHICLE FUEL	HUNT & SONS, INC.		1,122.42				
100 212-600.09	VEHICLE FUEL	HUNT & SONS, INC.		67.61				1,772.34
0103	IEDA							
I-202501093005	IEDA	R	1/22/2025			046647		
100 111-510.01	PERSONNEL COSTS	24826-LABOR RELATION		13.69				
100 113-510.01	PERSONNEL COSTS	24826-LABOR RELATION		6.91				
100 114-510.01	PERSONNEL COSTS	24826-LABOR RELATION		6.07				
100 311-510.01	PERSONNEL COSTS	24826-LABOR RELATION		13.68				
207 315-510.01	PERSONNEL COSTS	24826-LABOR RELATION		12.42				
208 317-510.01	PERSONNEL COSTS	24826-LABOR RELATION		15.80				
710 311-510.01	PERSONNEL COSTS	24826-LABOR RELATION		103.81				
720 311-510.01	PERSONNEL COSTS	24826-LABOR RELATION		80.96				
730 311-510.01	PERSONNEL COSTS	24826-LABOR RELATION		9.44				262.78
0111	JEFFERSON SUPPLY COMPANY							
I-202501093004	JEFFERSON SUPPLY COMPANY	R	1/22/2025			046648		
720 311-600.76	LINE REPAIR	INV# 53152		3,024.45				3,024.45
0132	LEWISPORT USA							
I-202501103020	LEWISPORT USA	R	1/22/2025			046649		
207 315-600.06	MATERIALS AND SUPPLIES	INV# 5808		223.44				223.44

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0133	LIBERTY UTILITIES							
I-202501093006	LIBERTY UTILITIES	R	1/22/2025			046650		
100 311-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		1,309.36				
100 413-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		119.26				
100 211-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		283.13				
100 414-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		1,008.22				
100 411-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		110.38				
207 213-600.41	STREET LIGHTING	LIBERTY UTILITIES		7,000.12				
710 311-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		1,608.11				
720 311-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		1,260.35				12,698.93
0141	MCI MEGA PREFERRED							
I-202501093007	MCI MEGA PREFERRED	R	1/22/2025			046651		
710 311-600.05	TELEPHONE	MCI MEGA PREFERRED		23.00				
720 311-600.05	TELEPHONE	MCI MEGA PREFERRED		22.99				45.99
0175	PLUMAS ACE HARDWARE INC							
I-202501093009	PLUMAS ACE HARDWARE INC	R	1/22/2025			046652		
710 311-600.06	MATERIALS AND SUPPLIES	PLUMAS ACE HARDWARE		64.31				
720 311-600.06	MATERIALS AND SUPPLIES	PLUMAS ACE HARDWARE		309.80				
207 315-600.06	MATERIALS AND SUPPLIES	PLUMAS ACE HARDWARE		227.08				
100 414-600.06	MATERIALS AND SUPPLIES	PLUMAS ACE HARDWARE		177.51				
208 317-600.06	MATERIALS AND SUPPLIES	PLUMAS ACE HARDWARE		206.01				984.71
0184	PLUMAS SIERRA RURAL ELECTRIC							
I-202501093011	PLUMAS SIERRA RURAL ELECTRIC	R	1/22/2025			046653		
710 325-600.04	GAS AND ELECTRIC	PLUMAS SIERRA RURAL		1,311.99				1,311.99
0188	PORTER SIMON CORPORATION							
I-202501093010	PORTER SIMON CORPORATION	R	1/22/2025			046654		
100 111-600.13	LEGAL FEES	PORTER SIMON CORPORA		2,753.91				
100 117-600.13	LEGAL FEES	PORTER SIMON CORPORA		751.06				
710 311-600.13	LEGAL FEES	PORTER SIMON CORPORA		751.06				
720 311-600.13	LEGAL FEES	PORTER SIMON CORPORA		751.07				
100 111-601.16	LEGAL-OTHER	PORTER SIMON CORPORA		1,316.00				
100 111-600.14	Public Records Requests	PORTER SIMON CORPORA		3,068.90				9,392.00
0199	RENO SALVAGE CO.							
I-202501093013	RENO SALVAGE CO.	R	1/22/2025			046655		
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	INV# 172357T		379.07				
208 317-600.08	VEHICLE REPAIR & MAINTENANCE	INV# 172357T		379.06				758.13
0208	SAUERS ENGINEERING, INC.							
I-202501093014	SAUERS ENGINEERING, INC.	R	1/22/2025			046656		
720 311-600.18	PROFESSIONAL SERVICES	SLUDGE DISPOSAL PLAN		462.50				462.50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0235	SUSAN SCARLETT							
I-202501133026	SUSAN SCARLETT	R	1/22/2025			046657		
207 315-600.10	ACCOUNTING FEES	INV#	2025-1 TAX PREP	200.00				
208 317-600.10	ACCOUNTING FEES	INV#	2025-1 TAX PREP	200.00				
211 315-600.18	PROFESSIONAL SERVICES	INV#	2025-1 TAX PREP	100.00				
710 311-600.10	ACCOUNTING FEES	INV#	2025-1 TAX PREP	136.20				
720 311-600.10	ACCOUNTING FEES	INV#	2025-1 TAX PREP	136.20				
100 111-510.01	PERSONNEL COSTS	INV#	2025-1 TAX PREP	83.70				
100 113-600.31	DUES/MEMBERSHIPS	GFOA	DUES&MEMBERSHIP	160.00				
100 117-600.91	GRANT EXPENDITURES	COUNTY	FEE FOR NOE P	71.75				1,087.85
0235	SUSAN SCARLETT							
I-202501143040	SUSAN SCARLETT	R	1/22/2025			046658		
100 113-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	1,320.00				
207 315-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	495.00				
208 317-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	330.00				
215 117-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	275.00				
710 311-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	1,430.00				
720 311-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	1,210.00				
730 311-600.10	ACCOUNTING FEES	JAN	2025 SERVICES	440.00				5,500.00
0240	THOMAS G. VALENTINO							
I-202501093016	THOMAS G. VALENTINO	R	1/22/2025			046659		
730 311-600.18	PROFESSIONAL SERVICES	GENERAL	CONSULTING	1,665.00				1,665.00
0244	TRIPLE CROWN PRODUCTS							
I-202501093017	TRIPLE CROWN PRODUCTS	R	1/22/2025			046660		
720 311-600.06	MATERIALS AND SUPPLIES	SAFETY	JACKET INV# 3	108.49				108.49
0254	US BANK CORPORATE PYMT SYSTEMS							
I-202501143038	US BANK CORPORATE PYMT SYSTEMS	R	1/22/2025			046661		
100 113-510.01	PERSONNEL COSTS	DECEMBER	STATEMENT -	145.88				
208 317-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	1,027.14				
710 311-600.69	PERMIT FEES	DECEMBER	STATEMENT -	175.00				
710 325-600.07	EQUIPMENT REPAIR/MAINTENANCE	DECEMBER	STATEMENT -	434.27				
100 111-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	69.84				
100 112-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	17.46				
100 113-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	69.84				
100 114-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	17.46				
100 117-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	17.46				
720 311-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	69.84				
710 311-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	69.84				
730 311-600.06	MATERIALS AND SUPPLIES	DECEMBER	STATEMENT -	17.44				2,131.47

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0256	USA BLUE BOOK INC							
I-202501133030	USA BLUE BOOK INC	R	1/22/2025			046663		
208 317-600.06	MATERIALS AND SUPPLIES	USA BLUE BOOK INC		822.82				
710 311-600.76	LINE REPAIR	USA BLUE BOOK INC		1,561.77				
720 311-600.76	LINE REPAIR	USA BLUE BOOK INC		974.59				3,359.18
0264	WESTERN NEVADA SUPPLY							
I-202501133028	WESTERN NEVADA SUPPLY	R	1/22/2025			046664		
710 311-600.76	LINE REPAIR	WESTERN NEVADA SUPPL		20,141.85				
720 311-600.76	LINE REPAIR	WESTERN NEVADA SUPPL		1,074.26				
207 315-600.06	MATERIALS AND SUPPLIES	WESTERN NEVADA SUPPL		244.68				21,460.79
1	RTC MANUFACTURING							
I-202501103023	FLASHERS	R	1/22/2025			046665		
207 315-600.07	EQUIPMENT REPAIR/MAINTENANCE	INV# 43548-SPEED LIM		133.00				133.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	38	95,757.79	0.00	95,757.79
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	

TOTAL ERRORS: 0

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
100 111-510.01	PERSONNEL COSTS	97.39
100 111-600.06	MATERIALS AND SUPPLIES	69.84
100 111-600.13	LEGAL FEES	2,753.91
100 111-600.14	Public Records Requests	3,068.90
100 111-600.18	PROFESSIONAL SERVICES	193.75
100 111-600.45	BUILDING EXPENSE	133.33
100 111-600.48	EQUIPMENT LEASE	97.89
100 111-601.16	LEGAL-OTHER	1,316.00
100 112-600.06	MATERIALS AND SUPPLIES	17.46
100 113-510.01	PERSONNEL COSTS	152.79
100 113-600.06	MATERIALS AND SUPPLIES	69.84
100 113-600.10	ACCOUNTING FEES	1,320.00
100 113-600.31	DUES/MEMBERSHIPS	160.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
000039	CAPURRO TRUCKING							
I-202412312974	CAPURRO TRUCKING	R	1/08/2025			046605		
710 311-600.76	LINE REPAIR			336.96				
208 317-600.42	STREET REPAIR			336.96				
720 311-600.76	LINE REPAIR			336.96				1,010.88
000083	TCE SOLUTIONS							
I-202412312992	TCE SOLUTIONS	R	1/08/2025			046606		
100 212-600.32	TRAINING AND EDUCATION	TCE SOLUTIONS		1,280.00				1,280.00
000095	GLOBAL INDUSTRIAL							
I-202412312981	GLOBAL INDUSTRIAL	R	1/08/2025			046607		
100 312-700.03	MACHINERY AND EQUIPMENT	DRINKING FOUNTAINS		59,391.80				59,391.80
0034	CAPITAL ONE TRADE CREDIT							
I-202412312975	CAPITAL ONE TRADE CREDIT	R	1/08/2025			046608		
710 311-600.06	MATERIALS AND SUPPLIES	CAPITAL ONE TRADE CR		133.93				
720 311-600.06	MATERIALS AND SUPPLIES	CAPITAL ONE TRADE CR		133.92				267.85
0078	ENCOMPASS							
I-202412312977	ENCOMPASS	R	1/08/2025			046609		
100 111-600.06	MATERIALS AND SUPPLIES	ENCOMPASS		90.08				
100 113-600.06	MATERIALS AND SUPPLIES	ENCOMPASS		90.08				
710 311-600.06	MATERIALS AND SUPPLIES	ENCOMPASS		60.05				
720 311-600.06	MATERIALS AND SUPPLIES	ENCOMPASS		60.06				300.27
0079	ENVIRONMENTAL CHEMICAL ENT							
I-202412312978	ENVIRONMENTAL CHEMICAL ENT	R	1/08/2025			046610		
208 317-600.06	MATERIALS AND SUPPLIES	ENVIRONMENTAL CHEMIC		379.00				379.00
0090	GRAINGER INC							
I-202412312982	GRAINGER INC	R	1/08/2025			046611		
720 311-600.76	LINE REPAIR	GRAINGER INC		1,064.80				1,064.80
0101	HUNT & SONS, INC.							
I-202412312983	HUNT & SONS, INC.	R	1/08/2025			046612		
100 413-600.45	BUILDING EXPENSE	HUNT & SONS, INC.		273.26				273.26
0105	INTERMOUNTAIN DISPOSAL							
I-202412312984	INTERMOUNTAIN DISPOSAL	R	1/08/2025			046613		
100 413-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		15.40				
100 111-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		86.33				
710 311-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		161.84				
720 311-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		161.84				
720 311-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		228.67				
100 414-600.94	REFUSE COLLECTION	INTERMOUNTAIN DISPOS		184.00				838.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0118	KANSAS LIFE INSURANCE CO							
I-202412312976	KANSAS LIFE INSURANCE CO	R	1/08/2025			046614		
100 111-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		12.35				
100 113-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		6.54				
100 114-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		1.45				
100 311-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		3.63				
207 315-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		4.36				
208 317-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		4.36				
710 311-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		23.24				
720 311-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		13.80				
730 311-510.01	PERSONNEL COSTS	KANSAS LIFE INSURANC		2.91				72.64
0133	LIBERTY UTILITIES							
I-202412312985	LIBERTY UTILITIES	R	1/08/2025			046615		
100 414-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		342.44				
720 311-600.04	GAS AND ELECTRIC	LIBERTY UTILITIES		2,828.05				3,170.49
0159	OFFICE DEPOT							
I-202412312987	OFFICE DEPOT	R	1/08/2025			046616		
100 111-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		51.82				
100 112-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		12.96				
100 113-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		51.82				
100 114-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		12.96				
100 117-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		12.96				
720 311-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		51.82				
710 311-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		51.82				
730 311-600.06	MATERIALS AND SUPPLIES	OFFICE DEPOT		12.96				259.12
0162	OPERATING ENGINEERS _PUBLIC EM							
I-202412312979	OPERATING ENGINEERS _PUBLIC EM	R	1/08/2025			046617		
100 113-510.01	PERSONNEL COSTS	EMP#68375		133.82				
100 114-510.01	PERSONNEL COSTS	EMP#68375		267.64				
100 311-510.01	PERSONNEL COSTS	EMP#68375		669.10				
207 315-510.01	PERSONNEL COSTS	EMP#68375		802.92				
208 317-510.01	PERSONNEL COSTS	EMP#68375		1,605.84				
215 117-510.01	PERSONNEL COSTS	EMP#68375		133.82				
710 311-510.01	PERSONNEL COSTS	EMP#68375		5,085.16				
720 311-510.01	PERSONNEL COSTS	EMP#68375		4,014.60				
730 311-510.01	PERSONNEL COSTS	EMP#68375		669.10				13,382.00
0212	SIERRA CONTROLS, LLC							
I-202412312989	SIERRA CONTROLS, LLC	R	1/08/2025			046618		
710 311-600.18	PROFESSIONAL SERVICES	SIERRA CONTROLS, LLC		1,986.67				1,986.67



VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0218	Silver State Analytical Labora							
I-202412312990	SILVER STATE ANALYTICAL	R	1/08/2025			046619		
710 311-600.51	TESTING	SILVER STATE ANALYTI		53.00				
720 311-600.51	TESTING	SILVER STATE ANALYTI		176.00				229.00
0239	THATCHER , INC							
I-202412312991	THATCHER , INC	R	1/08/2025			046620		
710 311-601.12	Chemicals	THATCHER , INC		1,253.94				1,253.94
0260	VERIZON WIRELESS							
I-202412312993	VERIZON WIRELESS	R	1/08/2025			046621		
710 325-600.05	TELEPHONE	VERIZON WIRELESS		108.08				108.08
0260	VERIZON WIRELESS							
I-202412312994	VERIZON WIRELESS	R	1/08/2025			046622		
710 311-600.05	TELEPHONE	VERIZON WIRELESS		176.97				
720 311-600.05	TELEPHONE	VERIZON WIRELESS		178.99				
100 117-600.05	TELEPHONE	VERIZON WIRELESS		41.57				
100 411-600.05	TELEPHONE	VERIZON WIRELESS		41.64				
100 212-600.05	TELEPHONE	VERIZON WIRELESS		51.57				
100 111-600.05	TELEPHONE	VERIZON WIRELESS		13.85				504.59
0260	VERIZON WIRELESS							
I-202412312995	VERIZON WIRELESS	R	1/08/2025			046623		
100 411-600.36	POOL FACILITY	VERIZON WIRELESS		23.71				
100 413-600.05	TELEPHONE	VERIZON WIRELESS		28.25				
100 212-600.05	TELEPHONE	VERIZON WIRELESS		28.25				
100 211-600.05	TELEPHONE	VERIZON WIRELESS		51.96				
710 311-600.05	TELEPHONE	VERIZON WIRELESS		60.98				
720 311-600.05	TELEPHONE	VERIZON WIRELESS		60.98				
100 111-600.05	TELEPHONE	VERIZON WIRELESS		45.68				
100 113-600.05	TELEPHONE	VERIZON WIRELESS		45.68				
100 311-600.05	TELEPHONE	VERIZON WIRELESS		45.68				
100 114-600.05	TELEPHONE	VERIZON WIRELESS		74.14				465.31
1	JARED RECASENS							
I-202412312980	EMPLOYEE REIMBU	R	1/08/2025			046624		
710 311-600.32	TRAINING AND EDUCATION	JARED RECASENS:EMPLO		100.00				100.00
1	MANNING ENVIRONMENTAL							
I-202412312986	MISCELLA	R	1/08/2025			046625		
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	MANNING ENVIRONMENTA		70.08				70.08

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	SNOQUIP							
I-202412312988	MISCELLANEOUS	R	1/08/2025			046626		
720 311-600.06	MATERIALS AND SUPPLIES	SNOQUIP:MISCELLANEOU		880.50				
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	SNOQUIP:MISCELLANEOU		880.50				
208 317-600.07	EQUIPMENT REPAIR/MAINTENANCE	SNOQUIP:MISCELLANEOU		880.00				2,641.00
* * T O T A L S * *								
REGULAR CHECKS:	NO		INVOICE AMOUNT		DISCOUNTS		CHECK AMOUNT	
	22		89,048.86		0.00		89,048.86	
HAND CHECKS:	0		0.00		0.00		0.00	
DRAFTS:	0		0.00		0.00		0.00	
EFT:	0		0.00		0.00		0.00	
NON CHECKS:	0		0.00		0.00		0.00	
VOID CHECKS:	0	VOID DEBITS	0.00					
		VOID CREDITS	0.00	0.00	0.00			
TOTAL ERRORS: 0								

\*\* G/L ACCOUNT TOTALS \*\*

G/L ACCOUNT	NAME	AMOUNT
100 111-510.01	PERSONNEL COSTS	12.35
100 111-600.05	TELEPHONE	59.53
100 111-600.06	MATERIALS AND SUPPLIES	141.90
100 111-600.94	REFUSE COLLECTION	86.33
100 112-600.06	MATERIALS AND SUPPLIES	12.96
100 113-510.01	PERSONNEL COSTS	140.36
100 113-600.05	TELEPHONE	45.68
100 113-600.06	MATERIALS AND SUPPLIES	141.90
100 114-510.01	PERSONNEL COSTS	269.09
100 114-600.05	TELEPHONE	74.14
100 114-600.06	MATERIALS AND SUPPLIES	12.96
100 117-600.05	TELEPHONE	41.57
100 117-600.06	MATERIALS AND SUPPLIES	12.96
100 211-600.05	TELEPHONE	51.96
100 212-600.05	TELEPHONE	79.82
100 212-600.32	TRAINING AND EDUCATION	1,280.00
100 311-510.01	PERSONNEL COSTS	672.73
100 311-600.05	TELEPHONE	45.68
100 312-700.03	MACHINERY AND EQUIPMENT	59,391.80
100 411-600.05	TELEPHONE	41.64
100 411-600.36	POOL FACILITY	23.71
100 413-600.05	TELEPHONE	28.25
100 413-600.45	BUILDING EXPENSE	273.26



City of Portola  
Minutes  
Regular Meeting  
January 08, 2025 06:00 PM  
35 Third Ave, Portola, CA 96122  
<https://www.cityofportola.com/>

1. **Call to Order**

The meeting was called to order at 6:00 pm by Mayor Jim Murphy.

A moment of silence was observed for the passing of Former President Jimmy Carter.

A moment of silence was observed for those affected by wildfires in the Los Angeles region.

A. Roll Call

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

Absent: Councilmember Leah Turner, Councilmember Mikki Battaglia

Staff Present: City Manager Ryan Bonk, Finance Officer Susan Scarlett (Zoom), City Attorney Steve Gross (Zoom), Administrative Clerk Malachi Mansfield

B. Pledge of Allegiance

Led by Mayor Jim Murphy

2. **Public Comments**

None

3. **City Communications**

A. City Council Communications

**Councilmember Morton:** Councilmember Morton attended the Transportation Commission in December. Councilmember Morton also worked on the Angel Tree Project that served approximately 200 local children, and Eastern Plumas Community Assistance Network (EPCAN) served 400 meals.

**Mayor Pro-Tem Powers:** Mayor Pro-Tem Powers attended a Local Agency Formation Commission (LAFCo) meeting held in Chester, California.

Mayor Pro-Tem Powers also participated in the Transportation Commission.

**Mayor Murphy:** Mayor Murphy attended LAFCo.

B. Reports: Beckwourth Peak Fire Protection District/Plumas County Sheriff/Northern Sierra Air

## Quality District

No representative was available from the Beckwourth Peak Fire Protection District. City Manager Ryan Bonk stated that the report will be available in the next agenda.

**Plumas County Sheriff Seargent Klundby:** Seargent Klundby presented a report to the council. He stated that the sheriff's activity slows down during the winter months. The calls for service are as follows:

One hundred eighty-three calls for service in the surrounding area, ninety-three calls for service in the City of Portola, five welfare checks, nine disturbing the peace, eight suspicious calls, five crimes against people, seven property crimes, and two arrests related to controlled substances. Property crimes have been down throughout the county.

City Manager Ryan Bonk presented the air quality report as prepared by Councilmember Battaglia. A summary is as follows:

Residents are urged to use best practices when burning firewood to help reduce smoke output. Moisture meters are available to the public to ensure low moisture wood burning. Thirty-six heating devices were installed in the calendar year 2024. One hundred and two chimney sweep vouchers were redeemed.

## C. Staff Communications

None

## D. City Manager Report

City Manager Ryan Bonk presented the city manager report. A summary of that report follows:

The monitoring of the Gulling Street bridge is being presented. The details will be available under agenda item six of this agenda.

The city is in communication with FEMA members to secure funding for projects relating to the Gulling St. bridge. The city has sent a letter to the California Office of Emergency Services (CalOES) for review.

The work of Brian Attama was highlighted. Multiple vehicles have been removed in compliance with city ordinance. Six public nuisances have been addressed.

City Manager Ryan Bonk also summarized the work of the public works team. Public Works is continuing to repair potholes and fix manhole covers.

City Manager Ryan Bonk met with community stakeholders such as representatives from Sierra Butte Trail Stewardship, Lost & Found Gravel Festival, representatives from Feather River College, and Intermountain Disposal.

The city is focused on enhancing the user experience for the website.

2024 public records requests have increased to one hundred and seven requests. The request count is up from 2023 by 206%. Certified mail was sent in response to a request by "Scrintch", and it was returned.

## Public Comment:

Lindsey Shaw: She inquired about the FEMA funding process. She expressed concern over the scheduling of the bridge monitoring. She also commented on public records requests.

City Manager Ryan Bonk responded that FEMA funding is not under the city's control. Bridge scheduling was also addressed.

#### 4. **Consent Agenda**

- A. Claims - Adopt Resolution No. 2602 authorizing payment of claims for Payroll for the period November 11, 2024 through December 27, 2024 and Accounts Payable for the period of November 12, 2024 through December 25, 2024.

Total Accounts Payable Claims: \$165,364.51

Total Payroll Claims: \$75,246.43

Total Claims: \$240,611.12

- B. Minutes of the Regular meeting December 11, 2024- Approve the minutes of the Regular meeting from December 11, 2024.

- C. Renewal of Proclamations:

State of Emergency Gold Complex Fire July 22nd, 2024

State of Emergency Winter Storms January 27th, 2023

#### **Public Comment:**

**Lindsey Shaw:** expressed concern over several line items. Mayor Murphy and Finance Officer Susan Scarlett responded.

Councilmember Pat Morton motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The roll call vote:

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

#### 5. **Mayoral appointments**

Mayor Jim Murphy reviewed the standing committee appointments. Councilmember Mikki Battaglia was substituted for Mayor Jim Murphy on the Airport Land Use Commission.

Mayor Pro-Tem Bill Powers motioned to approve. Councilmember Pat Morton seconded the motion.

The motion passed with the following vote:

3 **In Favor** 0 **Opposed**  
\_\_\_ **Abstained** 2 **Absent** \_\_\_ **Recused**

#### 6. **Installation of Bridge Monitoring Equipment Agreement- Water & Earth Technologies, Inc.**

**Public Comment-**

**Lindsey Shaw:** asked questions about the competitive bidding process.

**Ashlee Sims:** expressed concern over documentation and speed. Ashlee Sims also expressed concern over competitive bidding.

**Finance Officer Susan Scarlett:** Bridge monitoring is a critical issue that was decided with the counsel of Martin McIlroy, an engineering consultant for the city.

**Mayor Pro-Tem Bill Powers:** expressed relief at seeing the project advance. He also reminded the council that while the city is in an advantageous position financially, the general fund does not contain the funds necessary to initiate major bridge construction.

Councilmember Pat Morton motioned to approve. Mayor Jim Murphy seconded the motion.

The roll call vote:

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

## 7. Ratify Agreement for Law Enforcement Services

The city approved the agreement for law enforcement services with Plumas County Sheriff's department in July of 2024. This agenda item is to ratify the agreement.

### Public Comment:

**Lindsey Shaw:** expressed concern over the source of the funds. She expressed concerns over funding and salary adjustments for Plumas County Sheriff.

**Ashlee Sims:** wanted clarification from the council about how code enforcement is funded. She also expressed concerns over live-able wages for law enforcement.

The council confirmed that these funds are from the general funds.

**Mayor Pro-Tem Bill Powers:** elaborated on COPS funding source.

**Finance Officer Susan Scarlett:** elaborated further that the funding for law enforcement at the county level comes from property taxes as well. She also explained that law enforcement officer's wages are decided by the county.

Councilmember Pat Morton motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The roll call vote:

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

## 8. Draft Budget Schedule 2025-2026 Fiscal Year

The draft budget schedule for 2025-2026 was presented by Finance Officer Susan Scarlett. It includes an initial council staff goal setting for February 19th. The draft budget schedule includes dates for public participation. The draft budget schedule is anticipated to be adopted by June 25th, 2025.

## **9. Adjournment**

The meeting of the city council adjourned at 6:51 PM.



**MEETING DATE:** January 22, 2025

**AGENDA ITEM:** 4. Participation in Multi-Jurisdictional Local Hazard Mitigation Plan

**FROM:** Karen Downs

**RE:** Participation in Multi-Jurisdictional Local Hazard Mitigation Plan

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**BACKGROUND:**

In accordance with the Code of Federal Regulations (CFR), related to Local Mitigation Plans, “a local jurisdiction must review and revise its plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit it for approval within 5 years in order to continue to be eligible for mitigation project grant funding” (44 CFR Section 201.6(d)(3)).

On October 14, 2020, the City of Portola City Council adopted the City of Portola Local Hazard Mitigation Plan (LHMP) Update. The LHMP was then approved by the Federal Emergency Management Agency (FEMA) and is effective for 5 years following approval, through November 30, 2025. The Plumas County Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) is expected to be submitted for review in January 2026 and adopted in June 2026.

Based on direction from the Federal Emergency Management Agency (FEMA) and previous City Council direction, staff has been 1) working on an “LHMP Light” update document so that the City remains in compliance for hazard mitigation funding, while 2) fully participating with the Plumas County Multi-Jurisdiction Hazard Mitigation Plan (MJHMP) team on a regional approach to hazard mitigation planning.

**City of Portola LHMP Update**

Staff has recently been informed by the California Office of Emergency Services (Cal OES) that this two-pronged approach is not viable and is not necessary. While it was suggested by FEMA that a LHMP Light update document would be a preferred approach so that the City’s LHMP approval would not lapse, it has subsequently been identified as problematic because:

- There is no established process for a light update, and the City would be held to the same review standard as any other entity doing a complete update. The estimated timeline for this is ±18 months. By the time the City completes the necessary steps and undergoes Cal OES and FEMA review and approval, the LHMP will have already lapsed and it is likely that the MJHMP will already be approved.
- There will not be an existing approved document to use in developing the MJHMP, which will affect the City’s participation.
- The City would need to expend significant resources to prepare the LHMP Update and also participate in the MJHMP.

Recent discussions with Cal OES and the Plumas County MJHMP team have indicated that it



would be more efficient for the City to continue participation in the Plumas County MJHMP process, and allow its LHMP to expire.

### **What are the concerns associated with a lapse in the City's LHMP?**

Generally, during the time that the City's LHMP is expired, the City would not be able to apply for pre-disaster mitigation and planning grants, including:

- Building Resilient Infrastructure and Communities (BRIC) Grant – Projects receiving grant funding have included fire-resistant concrete tanks to protect drinking water reservoirs (Pollock Pines), building a floodwall and restoring habitat to reduce flooding (Oakland-Alameda), seismic retrofits to strengthen Magalia Dam (Paradise), flood protection for Mission Channel (San Bernardino County).
- Pre-Disaster Mitigation (PDM) Grant – funding to plan for and implement sustainable cost-effective measures designed to reduce the risk to individuals and property from future natural hazards. Funded projects range from wildfire prevention, emergency generators, levee protection, road stabilization, and seismic retrofit.
- Flood Mitigation Assistance (FMA) Grant - focus on reducing or eliminating the risk of repetitive flood damage to buildings and structures insured by the National Flood Insurance Program (NFIP), and with participating communities. Projects receiving grant funding have included flood control facilities and elevating residences above the flood zone to mitigate flood risks.

For these grant opportunities, if needed, it is possible that the City could request the County to apply for these grants on their behalf, since the County LHMP does not expire until June 23, 2026.

Cal OES staff emphasized that the City would be eligible to continue to apply for Post-Disaster Mitigation grants under the Hazard Mitigation Grant Program (HMGP) and Post Fire Mitigation Grants. In accordance with the Disaster Mitigation Act of 2000, outlined in Section 206.1 of part 44 of the Code of Federal Regulations, LHMPs are only required if a jurisdiction is planning to apply for mitigation funding. The LHMP does not affect the jurisdiction's eligibility for disaster reimbursement costs under the Public Assistance (PA) Program; the PA and Hazard Mitigation programs are completely different programs.

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## **ALTERNATIVES CONSIDERED:**

### **The following alternatives have been identified:**

1. Continue with preparation of the "LHMP Light" update document with the understanding that it will not likely be accepted for review by either Cal OES or FEMA since there is no established review process.

**Cost:** an estimated \$7,500.00 would be needed to complete the update document associated City public review process, plus additional minimal costs associated with participation on the MJHMP and in the separate public participation process.

**Timing:** Because it is not likely that the light update would be accepted for review, the City's LHMP approval would expire in November 2025, and approval would lapse until the MJHMP document is approved (anticipated June 2026).

**Staff review:** Because we have been told that Cal OES and FEMA will not review the document and there will be a lapse in approval status, it does not seem feasible to continue preparing the LHMP Light.

2. Begin preparation of a complete LHMP that meets the updated FEMA Mitigation Planning Guidance (effective April 2023).

**Cost:** The anticipated cost of the Plumas County MJHMP is \$350,000 which will be developed to meet the FEMA Mitigation Planning Guidance (effective April 2023). A complete LHMP would likely be in this range.

**Timing:** This is an  $\pm 18$  month process and, because it has not yet been initiated, would not be completed prior to the Plumas County MJHMP approval. The City's LHMP approval would expire in November 2025, and approval would lapse until the MJHMP document is approved (anticipated June 2026).

**Staff review:** The significant additional is not feasible because the MJHMP is already in process and would likely be approved before the City's LHMP. Additionally, it has been determined that a regional approach to hazard mitigation planning would benefit the region.

3. Abandon the "LHMP Light" update process and continue participation with the Plumas County MJHMP process.

**Cost:** Minimal costs associated with participating with Plumas County on the MJHMP and in the public participation process.

**Timing:** The MJHMP is in process and is expected to be submitted to Cal OES and FEMA for review in January 2026 and adopted in June 2026. The City's LHMP approval would expire in November 2025 and approval would lapse until the MJHMP document is approved (anticipated June 2026).

**Staff review:** Although there would be a lapse in LHMP approval (from November 2025 to June 2026), Cal OES has indicated that the lapse would not affect the City's eligibility for disaster reimbursement costs. Continued participation with the MJHMP process would minimize City funds expended and would end up with the same LHMP approval lapse as with other identified alternatives.

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## **FISCAL IMPACT:**

See the cost details under the alternatives considered section.

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**RECOMMENDATION:**

Based on review of the minimal limitations associated with a lapse in LHMP approval (from November 2025 to June 2026), and with input from Cal OES that the lapse would not affect the City's eligibility for disaster reimbursement costs, staff recommends that the City Council abandon the "LHMP Light" update process and continue participation with the MJHMP process.

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# COMPREHENSIVE TOBACCO RETAILER LICENSING ORDINANCE

## Introduction

This Comprehensive Tobacco Retailer Licensing Ordinance was prepared to assist California cities and counties interested in establishing or strengthening a local tobacco retailer licensing (“TRL”) program and further regulating the tobacco retail environment. Communities adopt TRL laws to ensure compliance with local business standards, reduce youth access to tobacco products, limit the negative public health and equity impacts associated with tobacco use, and enforce local, state, and federal tobacco control laws.

The Public Health Law Center revised and updated this 2020 model ordinance, which was originally developed by ChangeLab Solutions and released in 2018. The Center acknowledges the excellent work done by ChangeLab Solutions in creating the original ordinance. This revised model ordinance takes a comprehensive approach to regulating the sale of tobacco products and the tobacco retail environment. It builds on core provisions such



as requiring a local tobacco retailer license by incorporating several innovative policy options. It also reflects changes to state and federal tobacco control laws such as Tobacco 21 and the federal Food and Drug Administration’s (“FDA”) Deeming Rule that expands the FDA’s regulatory

authority to all tobacco products. The model ordinance offers cities and counties a variety of options to tailor this policy to meet the needs of their communities.\*

The model ordinance is based on an independent and objective analysis of the relevant law, evidence, and available data. Readers should consider all the evidence and decide for themselves which approach is appropriate for their local jurisdiction.

## Customizing the Ordinance

Context boxes are included throughout the ordinance to explain some key provisions. These boxes are not meant to be included in any final ordinance. A city wishing to adopt all or part of this ordinance should keep this in mind and remove the context boxes.

In some instances, blanks (such as [ \_\_\_\_\_ ] ) prompt you to customize the language to fit your community's needs. In other instances, the ordinance offers you a choice of options (such as [ choice one/choice two ]). Some options are followed by a comment that describes the legal provisions in more detail. A degree of customization is always necessary to make sure the ordinance is consistent with a community's existing laws. Such customization also ensures that communities are using this model ordinance to address local needs and engender health equity.

## Tips for Using This Model Ordinance

The best possible world is one without the death and health harms associated with commercial tobacco use.<sup>†</sup> Communities differ on their readiness and willingness to adopt certain tobacco control policies that are intended to help make that world a reality. Accordingly, this model ordinance represents a balance between state and federal minimum standards, best public health policy practices, and practicality for city governments in California. This model ordinance contains several policy components that communities may or may not choose to adopt at this time that may go beyond minimum state and federal requirements.

\* This model ordinance uses "community" as shorthand for a group of people who will be impacted, either directly or indirectly, by a proposed changemaking strategy. People in a community (1) are in a particular geographic area, like a neighborhood or jurisdiction, and/or (2) share a common identity or characteristic.

† The Public Health Law Center recognizes that traditional and commercial tobacco are different in the ways they are planted, grown, harvested, and used. Traditional tobacco is and has been used in sacred ways by Indigenous communities and tribes for centuries. Comparatively, commercial tobacco is manufactured with chemical additives for recreational use and profit, resulting in disease and death. For more information, visit: <http://www.KeepItSacred.itcmi.org>. When the word "tobacco" is used throughout this document, a commercial context is implied and intended.

While the Public Health Law Center does not lobby, advocate, or directly represent communities, we can provide assistance through our publications and referrals to experts in the field. Education, stakeholder and community engagement, and a strong advocacy plan are key steps in the adoption of effective tobacco control policies. If a community is unaware of the resources available to it for engaging the community and developing an advocacy plan, or if a city is considering adopting an ordinance and is interested in learning about the range of resources available, please contact the Public Health Law Center. If you have any questions about this ordinance, you can reach us at [www.publichealthlawcenter.org](http://www.publichealthlawcenter.org).

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This publication was prepared by the Public Health Law Center, a nonprofit organization that provides information and legal technical assistance on issues related to public health. The Center does not provide legal representation or advice. The information in this document should not be considered legal advice. This model ordinance was made possible by funds received from Grant Number 19-10229 with the California Department of Public Health, California Tobacco Control Program, and the American Lung Association in California.

AN ORDINANCE OF THE City OF  
Portola REGULATING TOBACCO PRODUCT SALES, REQUIRING THE  
LICENSURE OF TOBACCO RETAILERS, AND  
AMENDING THE Portola MUNICIPAL CODE

The city council of Portola does ordain as follows:

**Note**

This is introductory boilerplate language that should be adapted to the conventional form used in the jurisdiction.

SECTION I. [ See Appendix A: Findings ]

**Note**

The findings section is part of the ordinance and legislative record, but it usually does not become codified in the municipal code. An ordinance based on this model ordinance should include findings of fact — data, statistics, relevant epidemiological information, for instance — that support the purposes of this ordinance, as well as any legal precedent that directly supports the ordinance. In addition to serving an educational purpose and building support for the ordinance, the findings can also serve a legal purpose. If the ordinance is challenged in court, the findings are an admissible record of the factual determinations made by the legislative body when considering the ordinance. Courts will generally defer to legislative determinations of factual issues, which often influence legal conclusions. A list of findings supporting this model ordinance appears in “Appendix A: Findings.” Jurisdictions may select findings from that list to insert here, along with additional findings on local or regional conditions, outcomes, and issues that help make the case for the law.

SECTION II. [ article/section ] of the County/City Code is hereby amended to read as follows:

**Sec. [\_\_\_\_(\*1)]. DEFINITIONS.** The following words and phrases, whenever used in this [ article/chapter ], shall have the meanings defined in this section unless the context clearly requires otherwise:

- (A) “Arm’s Length Transaction” means a sale in good faith and for valuable consideration that reflects the fair market value between two informed and willing parties, neither of which is under any compulsion to participate in the transaction.
- (B) “Cannabis” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.
- (C) “Cannabis Product” has the meaning set forth in California Business and Professions Code Section 26001, as that section may be amended from time to time.
- (D) “Cannabis Retailer” means any retail establishment in which cannabis or cannabis products are sold or offered for sale to persons that do not hold a license to engage in commercial cannabis activity issued by the State of California in accordance with the Business and Professions Code Section 26000 et seq., as that section may be amended from time to time.
- (E) “Child-Resistant Packaging” means packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.
- (F) “Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than 4.5 pounds per thousand.
- (G) “Cigarette” means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.
- (H) “Compliance checks” means systems the department uses to investigate and ensure that tobacco retailers are following and complying with the requirements of this [ [article/ chapter](#) ]. Compliance checks may involve the use of persons between the ages of 18 and 20 who purchase or attempt to purchase tobacco products. Compliance checks may also be conducted by the department or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to tobacco products.
- (I) “Coupon” means any voucher, rebate, card, paper, note, form, statement, ticket, image, or other issue, whether in paper, digital, or other form, used for commercial purposes to obtain an article, product, service, or accommodation without charge or at a discounted price.



- (J) "Delivery sale" means the sale of any tobacco product to any person for personal consumption and not for resale when the sale is conducted by any means other than an in-person, over-the-counter sales transaction in a tobacco retail establishment. Delivery sale includes the sale of any tobacco product when the sale is conducted by telephone, other voice transmission, mail, the internet, or app-based service. Delivery sale includes delivery by licensees or third parties by any means, including curbside pick-up.
- (K) "Department" means [ insert department name ] and any agency or person designated by the Department to enforce or administer the provisions of this [ article/chapter ].
- (L) "Electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.
- (M) "Flavored Tobacco Product" means any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, molasses, or any candy, dessert, alcoholic beverage, herb, or spice.
- (N) "Full Retail Price" means the price listed for a tobacco product on its packaging or on any related shelving, advertising, or display where the tobacco product is sold or offered for sale, plus all applicable taxes and fees if such taxes and fees are not included in the listed price.
- (O) "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than 4.5 pounds per thousand. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.
- (P) "Manufacturer" means any person, including any repacker or relabeler, who manufactures, fabricates, assembles, processes, or labels a tobacco product; or imports a finished tobacco product for sale or distribution into the United States.
- (Q) "Moveable place of business" means any form of business that is operated out of a kiosk, truck, van, automobile or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

- (R) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- (S) "Pharmacy" means any retail establishment in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.
- (T) "Proprietor" means a person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has or shares ultimate control over the day-to-day operations of a business.
- (U) "Recreation Facility" means an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes, and includes but is not limited to a gymnasium, playing court, playing field, and swimming pool.
- (V) "Sale" or "Sell" means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.
- (W) "Self-Service Display" means the open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct face-to-face transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.
- (X) "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. "Smoking" includes using an electronic smoking device.
- (Y) "Tobacco Product" means:
  - (1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

- (2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or
- (3) any component, part, or accessory of (1) or (2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, mouthpieces, and pipes.

"Tobacco product" does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

**Note**

Both the definition of "electronic smoking device" and "tobacco product" in this model include substances that go into an electronic smoking device regardless of whether they contain nicotine. In a jurisdiction that already regulates the commercial sale of cannabis products, these definitions might result in an overlapping and possibly confusing regulatory regime where certain products are covered by both the tobacco and cannabis laws. The Center can provide additional language to exclude regulated cannabis products under a TRL.

- (Z) "Tobacco Retailer" means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco products. This definition is without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.
- (AA) "Tobacco Retailing" means engaging in the activities of a tobacco retailer.
- (AB) "Youth-Oriented Facility" means a parcel in the *Portola* that is occupied by:
- (1) a private or public kindergarten, elementary, middle, junior high, or high school;
  - (2) a library open to the public;
  - (3) a playground open to the public;
  - (4) a youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities;
  - (5) a recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or temporarily for community recreation, even though it may be used for other purposes;

- (6) a park open to the public or to all the residents of a private community;
- (7) a licensed child-care facility or preschool [other than a small-family day care home or a large-family day care home [as defined in California Health & Safety Code § 1596.78]];

Sec. [\_\_\_\_>(\*2) ]. GENERAL REQUIREMENTS AND PROHIBITIONS.

- (A) TOBACCO RETAILER'S LICENSE REQUIRED. It shall be unlawful for any person to engage in tobacco retailing in the city without first obtaining and maintaining a valid tobacco retailer's license for each location at which tobacco retailing is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.
- (B) LAWFUL BUSINESS OPERATION. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this [ article/chapter ] for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law applicable to the sale of tobacco products.
- (C) SMOKING PROHIBITED. Smoking, including smoking for the purpose of sampling any tobacco product, is prohibited within the indoor area of any retail establishment licensed under this chapter. Smoking also prohibited outdoors within 25 feet of any retail establishment licensed under this [ article/chapter ].
- (D) MINIMUM LEGAL SALES AGE. No person engaged in tobacco retailing shall sell a tobacco product to a person under 21 years of age.
- (E) DISPLAY OF LICENSE. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.
- (F) POSITIVE IDENTIFICATION REQUIRED. No person engaged in tobacco retailing shall sell a tobacco product to another person without first verifying by means of government-issued photographic identification that the recipient is at least 21 years of age.
- (G) SELF-SERVICE DISPLAYS PROHIBITED. Tobacco retailing by means of a self-service display is prohibited.
- (H) ON-SITE SALES. All sales of tobacco products shall be conducted in-person in the licensed location. It shall be a violation of this [ article/chapter ] for any tobacco retailer or any of the tobacco retailer's agents or employees to engage in the delivery sale of tobacco products or to knowingly or recklessly sell or provide tobacco products to any person that intends to engage in the delivery sale of the tobacco product in the city.

Sec. [\_\_\_\_>(\*3) ]. SALE OF FLAVORED TOBACCO PRODUCTS  
PROHIBITED.

- (A) FLAVORED TOBACCO PRODUCT SALES PROHIBITED. It shall be unlawful for any tobacco retailer to sell any flavored tobacco product.
- (B) PRESUMPTIVE FLAVORED TOBACCO PRODUCT. A public statement or claim made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such tobacco product, that such tobacco product has a taste or smell other than tobacco shall constitute presumptive evidence that the tobacco product is a flavored tobacco product.

Sec. [\_\_\_\_>(\*4) ]. TOBACCO PRODUCT PRICING AND PACKAGING.

- (A) PACKAGING AND LABELING. No tobacco retailer shall sell any tobacco product to any consumer unless the tobacco product: (1) is sold in the manufacturer's packaging intended for sale to consumers; (2) conforms to all applicable federal labeling requirements; and (3) conforms to all applicable child-resistant packaging requirements.
- (B) DISPLAY OF PRICE. The price of each tobacco product offered for sale shall be clearly and conspicuously displayed on the tobacco product or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale.
- (C) DISTRIBUTION OF TOBACCO SAMPLES OR PROMOTIONAL ITEMS. It is unlawful for any person to distribute free or nominally priced tobacco products.
- (D) PROHIBITION OF TOBACCO COUPONS AND DISCOUNTS. No tobacco retailer shall:
  - (1) honor or redeem, or offer to honor or redeem, a coupon to allow a consumer to purchase a tobacco product for less than the full retail price;
  - (2) sell any tobacco product to a consumer through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or
  - (3) provide any free or discounted item to a consumer in consideration for the purchase of any tobacco product.
- (E) MINIMUM PACKAGE SIZE FOR LITTLE CIGARS AND CIGARS. No tobacco retailer shall sell:
  - (1) any little cigar unless it is sold in a package of at least [ 20 ] little cigars; or

- (2) any cigar unless it is sold in a package of at least at least [ 6 ] cigars ; provided, however, that this subsection shall not apply to a cigar that has a price of at least [ \$X.00 ] per cigar, including all applicable taxes and fees.

(F) **MINIMUM PRICES FOR CIGARETTES, LITTLE CIGARS, AND CIGARS.** No tobacco retailer shall sell:

- (1) Cigarettes at a price that is less than [ \$X.00 ] per package of 20 cigarettes, including all applicable taxes and fees;
- (2) Little cigars at a price that is less than [ \$X.00 ] per package of little cigars, including all applicable taxes and fees; or
- (3) Cigars at a price that is less [ \$X.00 ] per cigar, including all applicable taxes and fees.

The minimum prices established in this section shall be adjusted annually by the Department in proportion with the Consumer Price Index, using a system established by the Department.

**Note**

Indexing minimum prices to inflation is an efficient policy that does not require decision-makers to amend the TRL annually to keep up with prevailing prices. Jurisdictions in California have pegged the prices to the nearest U.S. Bureau of Labor Statistics statistical area, and the language here is broad enough that a jurisdiction can take that approach or determine another effective way to adjust the prices over time.

Sec. [\_\_\_\_](\*6) ]. APPLICATION PROCEDURE.

- (A) An application for a tobacco retailer's license shall be submitted in the name of each proprietor proposing to conduct retail tobacco sales and shall be signed by each proprietor or an authorized agent thereof. All applications shall be submitted on a form supplied by the Department.
- (B) A license issued contrary to this [ article/chapter ], contrary to any other law, or on the basis of false or misleading information shall be revoked pursuant to Section [\_(13)(c) ] of this [ article/chapter ]. Nothing in this [ article/chapter ] shall be construed to vest in any person obtaining and maintaining a tobacco retailer's license any status or right to act as a tobacco retailer in contravention of any provision of law.
- (C) Applicant submissions shall contain the following information:
  - (1) The name, address, and telephone number of each proprietor of the business seeking a license.
  - (2) The business name, address, and telephone number of the location for which a license is sought.
  - (3) The name and mailing address authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this [ article/chapter ].
  - (4) Proof that the location for which a tobacco retailer's license is sought has been issued all necessary state licenses for the sale of tobacco products.
  - (5) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this [ article/chapter ] or any other local, state, or federal law governing the sale of tobacco products and, if so, the dates and locations of all such violations within the previous five years.

- (6) A signed affidavit affirming that the proprietor has not sold and will not sell any tobacco product without a license required by this [ article/chapter ].
- (7) Such other information as the Department deems necessary for the administration or enforcement of this [ article/chapter ] as specified on the application form required by this section.
- (D) A licensed tobacco retailer shall inform the Department in writing of any change in the information submitted on an application for a tobacco retailer's license within [ 10 ] business days of a change.

Sec. [ \_\_\_\_ (\*7) ]. LICENSE ISSUANCE OR DENIAL.

- (A) **ISSUANCE OF LICENSE.** Upon the receipt of a complete and adequate application for a tobacco retailer's license and the license fee required by this [ article/chapter ], the Department may approve or deny the application for a license, or it may delay action for a reasonable period of time to complete any investigation of the application or the applicant deemed necessary.
- (B) **DENIAL OF APPLICATION.** The department may deny an application for a tobacco retailer's license based on any of the following:
  - (1) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this [ article/chapter ];
  - (2) The application seeks authorization for tobacco retailing at a location for which this [ article/chapter ] prohibits a license to be issued;
  - (3) The application seeks authorization for tobacco retailing for a proprietor to whom this [ article/chapter ] prohibits a license to be issued; or
  - (4) The application seeks authorization for tobacco retailing in a manner that is prohibited pursuant to this [ article/chapter ], that is unlawful pursuant to any other [ article/chapter ] of this Code, or that is unlawful pursuant to any other law.
  - (5) Any other any other suitable reason the granting of a license to the applicant is not consistent with the public health and welfare, including the applicant's history of noncompliance with this [ article/chapter ] and other laws relating to the sale of tobacco products.



Sec. [\_\_\_\_>(\*8) ]. LICENSE RENEWAL AND EXPIRATION.

- (A) RENEWAL OF LICENSE. A tobacco retailer's license is invalid if the appropriate fee has not been timely paid in full or if the term of the license has expired. The term of a tobacco retailer license is [ 1 year ]. Each tobacco retailer shall apply for the renewal of their tobacco retailer's license and submit the license fee no later than [ 30 ] days prior to expiration of the current license. A retailer that fails to timely submit a renewal application and fee is ineligible for license renewal and must submit a new application pursuant to Section [\_\_\_\_>(\*6) ].

Sec. [\_\_\_\_>(\*9) ]. LICENSES NOT TRANSFERABLE, PAST VIOLATIONS AT RETAIL LOCATION.

- (A) LICENSES NOT TRANSFERRABLE. A tobacco retailer's license may not be transferred from one person to another or from one location to another. A new tobacco retailer's license is required whenever a tobacco retailing location has a change in proprietors.
- (B) PAST VIOLATIONS. Notwithstanding any other provision of this [ article/chapter ], prior violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:
- (1) the location has been transferred to new proprietor(s) in an arm's length transaction; and
  - (2) the new proprietor(s) provide the city with clear and convincing evidencethat the new proprietor(s) have acquired the location in an arm's length transaction.

Sec. [\_\_\_\_>(\*10) ]. LICENSE CONVEYS A LIMITED, CONDITIONAL PRIVILEGE.

Nothing in this [ article/chapter ] shall be construed to grant any person obtaining and maintaining a tobacco retailer's license any status or right other than the limited conditional privilege to act as a tobacco retailer at the location in the City identified on the face of the permit. Nothing in this [ article/chapter ] shall be construed to render inapplicable, supersede, or apply in lieu of, any other provision of applicable law.

Sec. [\_\_\_\_>(\*11) ]. FEE FOR LICENSE.

The fee to issue or to renew a tobacco retailer's license shall be established from time to time by resolution of the [ city council/board of supervisors ]. The fee shall be calculated so as to recover the total cost of administration and enforcement of this [ article/chapter ], including, but not limited to, issuing a license, administering the license program, retailer education,

retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this [ article/ chapter ]. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

**Note**

The California Constitution places some limits on how much a jurisdiction can charge in a fee, deeming excessive fees to be taxes that require a vote of the people. Nonetheless, without a referendum, it is lawful to impose a fee on applicants in an amount sufficient to offset the reasonable regulatory cost of the entire tobacco retailer enforcement program of the locality. *Sinclair Paint Co. v. Board of Equalization*, 15 Cal. 4th 866 (1997); *Griffith v. City of Santa Cruz*, 207 Cal. App. 4th 982 (2012).

The license fee can incorporate the cost of enforcing all tobacco laws related to tobacco retailing because a violation of any tobacco-related law is a basis for suspension of a license. The Public Health Law Center can provide further information on some of the factors to consider when calculating a reasonable license fee.

Sec. [\_\_\_\_\_](\*12) ]. COMPLIANCE MONITORING.

- (A) Compliance with this [ article/chapter ] shall be monitored by the Department. In addition, the city ] may designate additional persons to monitor compliance with this [ article/chapter ]. All licensed premises must be open to inspection by [ city/county ] staff or designated persons during regular business hours.
- (B) The Department shall inspect each tobacco retailer at least [ 3 ] times per 12 month period to ensure compliance with this [ article/chapter ].

**Note**

Subsection (b) allows for the inspection of licensed premises to check for any violations of this ordinance or other tobacco control laws. For example, some inspections might focus on pricing or flavored product violations, but preferably inspectors would be able to review compliance with all applicable laws during the inspections. For more information on challenges and case studies in enforcing TRL requirements please contact the Center.

- (C) The City will conduct at least [ one ] compliance check per 12-month period that involves the participation of persons between the ages of 18 and 20 to enter licensed premises to attempt to purchase tobacco products.

**Note**

This underage sales compliance provision requires a minimum of one check per year, but jurisdictions might choose to require more frequent compliance checks to ensure consistent compliance.

- (D) Nothing in this section shall create a right of action in any licensee or other person against the city ] or its agents.

Sec. [\_\_\_\_>(\*13) ]. SUSPENSION OR REVOCATION OF LICENSE.

- (A) SUSPENSION OR REVOCATION OF LICENSE FOR VIOLATION. In addition to any other penalty authorized by law, a tobacco retailer's license shall be suspended or revoked if the Department finds, based on a preponderance of the evidence, after the licensee is afforded notice and an opportunity to be heard, that the licensee, or any of the licensee's agents or employees, have violated any of the requirements, conditions, or prohibitions of this [ article/chapter ]; such violation is determined by any court of competent jurisdiction; or the licensee has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law designated in Section [\_\_\_\_(\*2) ] above.
- (1) Upon a finding by the Department of a first violation of this [ article/chapter ] at a location, the license shall be suspended for [ 30 ] days.
  - (2) Upon a finding by the Department of a second violation of this [ article/chapter ] at a location within any [ 5 ]-year period, the license shall be suspended for [ 90 ] days.
  - (3) Upon a finding by the Department of a third violation of this [ article/chapter ] at a location within any [ 5 ] year period, the license shall be suspended for [ 1 ] year.
  - (4) Upon a finding by the Department of four or more violations of this [ article/chapter ] at a location within any [ 5 ] year period, the license shall be revoked.
- (B) APPEAL OF SUSPENSION OR REVOCATION. A decision of the Department to suspend or revoke a license is appealable to [ the name of appellate agency, panel, or person (for

example, Board of Supervisors, city manager, or director of the health department) ] and any appeal must be filed in writing with [ the name of the agency, panel, or person to *receive the notice* (for example, Board of Supervisors) ] within 10 days of mailing of the Department's decision. If such an appeal is timely made, it shall stay enforcement of the appealed action. An appeal to [ the name of appellate agency, panel, or person ] is not available for a revocation made pursuant to subsection (c) below.

- (C) REVOCATION OF LICENSE WRONGFULLY ISSUED. A tobacco retailer's license shall be revoked if the Department finds, after the licensee is afforded notice and an opportunity to be heard, that one or more of the bases for denial of a license under Section [\_\_\_\_(\*7) ] existed at the time application was made or at any time before the license issued. The decision by the Department shall be the final decision of the city.

Sec. [\_\_\_\_(\*14) ]. TOBACCO RETAILING WITHOUT A VALID LICENSE.

- (A) INELIGIBLE FOR LICENSE. In addition to any other penalty authorized by law, if the Department finds, or if a court of competent jurisdiction determines, based on a preponderance of evidence after notice and an opportunity to be heard, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer's license, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailer's license as follows:

- (1) After a first violation of this section at a location, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until [ 30 ] days have passed from the date of the violation.
- (2) After a second violation of this section at a location within any [ 5 year ] period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until [ 90 ] days have passed from the date of the violation.
- (3) After of a third or subsequent violation of this section at a location within any [ 5 year ] period, no new license may issue for the person or the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until [ 5 ] years have passed from the date of the violation.

Sec. [\_\_\_\_(\*15) ]. ADDITIONAL REMEDIES.

- (A) The remedies provided by this [ article/chapter ] are cumulative and in addition to any other remedies available at law or in equity.

- (B) Whenever evidence of a violation of this [ article/chapter ] is obtained in any part through the participation of a person under the age of 18 years, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this [ article/chapter ] and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
- (C) Violations of this [ article/chapter ] are subject to a civil action brought by the [ district attorney ] or the [ county counsel ], punishable by a civil fine not less than [ \$250 ] and not exceeding [ \$1,000 ] per violation.
- (D) Violations of this [ article/chapter ] may, in the discretion of the [ district attorney/county counsel ], be prosecuted as infractions or misdemeanors when the interests of justice so require.
- (E) Violations of this [ article/chapter ] are hereby declared to be public nuisances.
- (F) In addition to other remedies provided by this [ article/chapter ] or by other law, any violation of this [ article/chapter ] may be remedied by a civil action brought by the [ district attorney/county counsel ], including administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
- (G) Tobacco products offered for sale in violation of this [ article/chapter ] are subject to seizure by the Department or its designee and shall be forfeited after the licensee or any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate that the tobacco products were not offered for sale in violation of this [ article/chapter ]. The decision by the Department may be appealed pursuant to the procedures set forth in Section [\_\_\_\_>(\*13)(b) ]. Forfeited tobacco products shall be destroyed and properly disposed of at the cost of the seller after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit or, if such a suit is filed, after judgment in that suit becomes final.
- (H) For the purposes of the civil remedies provided in this [ article/chapter ]:
  - (1) Each day on which a tobacco product is distributed, sold, or offered for sale in violation of this [ article/chapter ] shall constitute a separate violation of this [ article/chapter ]; and
  - (2) Each individual tobacco product that is distributed, sold, or offered for sale in violation of this [ article/chapter ] shall constitute a separate violation of this [ article/chapter ].

- (I) All tobacco retailers are responsible for the actions of their employees relating to the sale, offer to sell, and furnishing of tobacco products at the retail location. The sale of any tobacco product by an employee shall be considered an act of the tobacco retailer.

Sec. [\_\_\_\_](\*16) ]. EXCEPTIONS.

- (A) Nothing in this [ article/chapter ] prevents the provision of tobacco products to any person as part of an indigenous practice or a lawfully recognized religious or spiritual ceremony or practice.
- (B) Nothing in this [ article/chapter ] shall be construed to penalize the purchase, use, or possession of a tobacco product by any person not engaged in tobacco retailing.

**Sec. [\_\_\_\_](\*17) ]. CONSTRUCTION & SEVERABILITY.** It is the intent of the [ board of supervisors/city council ] of [ county/city ] to supplement applicable state and federal law and not to duplicate or contradict such law and this ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this [ article/chapter ], or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this [ article/chapter ], or its application to any other person or circumstance. The [ board of supervisors/city council ] of [ jurisdiction ] hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

**Sec. [\_\_\_\_](\*18) ]. PUBLIC RECORDS.** All information provided to the Department by a licensee or license applicant pursuant to this [ article/chapter ] shall be subject to disclosure under the California Public Records Act (California Government Code section 6250 et seq.) or any other applicable law.

**SECTION III. EFFECTIVE DATE.** This Ordinance shall take effect and be in force from and after [ 30 days after date of enactment ]; provided, however, that Section [\_(\*)3] shall not take effect until [ 6 months after date of enactment ].

## Appendix A: Findings.

The [ city council of the city/board of supervisors of the county ] of [ insert jurisdiction name ] hereby finds and declares as follows:

**WHEREAS**, the [ city council/board of supervisors ] finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the [ city council/board of supervisors ], to protect the health, safety, and welfare of our residents;

**WHEREAS**, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the nation's leading cause of preventable death;<sup>2</sup>

**WHEREAS**, the World Health Organization (WHO) estimates that tobacco kills 8 million people and causes over 1.4 trillion dollars in economic damage each year;<sup>136</sup>

**WHEREAS**, 5.6 million of today's Americans who are younger than 18 years of age are projected to die prematurely from a smoking-related illness;<sup>2</sup>

**WHEREAS**, tobacco use is the number one cause of preventable death in California<sup>137</sup> and continues to be an urgent public health issue, as evidenced by the following:

- 40,000 California adults die from their own smoking annually;<sup>1</sup>
- More than 25% of all adult cancer deaths in California are attributable to smoking;<sup>138</sup>
- Smoking costs California \$13.29 billion in annual health care expenses, \$3.58 billion in Medicaid costs caused by smoking, and \$10.35 billion in smoking-caused productivity losses;<sup>139</sup>
- Tobacco use can cause disease in nearly all of the organs of the body and is responsible for 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all cases of chronic obstructive pulmonary disease in the United States;<sup>2</sup>

**WHEREAS**, tobacco use among priority populations in California contributes to health disparities and creates significant barriers to health equity, as evidenced by the following:

- African American (20.4%), Asian or Pacific Islander (11.4%), and Hispanic (15.2%) males all report a higher smoking prevalence than the statewide average among all adults (11.0%);<sup>9</sup>
- American Indian/Alaska Native Californians have the highest smoking prevalence (19.1%) among all reported adult demographic populations;<sup>9</sup>



- Smoking is more prevalent among rural (14.9%) compared to urban (10.6%) Californians;<sup>9</sup>
- Californians with the highest levels of educational attainment and annual household income have the lowest smoking prevalence;<sup>9</sup>
- Adults who identify as lesbian, gay, bisexual, or transgender report smoking at a higher rate (17.4%) than the statewide average (11.0%);<sup>9</sup>
- Those who reported experiencing psychological distress in the past month smoke at rates (26.7%) higher than the statewide average (11.0%);<sup>9</sup>

[ insert local data if available ]

**WHEREAS**, despite the state's efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:

- In California, research indicates over 67% of current and former adult smokers started by the age of 18 and almost 100% start by age 26;<sup>140</sup>
- In California, from 2017 to 2018, approximately 13% of high school students reported using tobacco;<sup>9</sup>
- Disparities in tobacco use exist among California high school students, with higher rates found among LGBTQ, American Indian, and Pacific Islander youth;<sup>9</sup>
- Unless smoking rates decline, an estimated 441,000 of all California youth who are alive today will die prematurely from smoking-related diseases;<sup>2</sup>
- In 2017, 22.8% of high school students in California had tried cigarette smoking;<sup>141</sup>
- Between 2014 and 2018, electronic smoking device use among California youth increased from 14.1% to 46.2%;<sup>8</sup>

[ insert local data if available ]

**WHEREAS**, the tobacco industry encourages youth and young adult tobacco initiation through predatory targeting,<sup>11</sup> as evidenced by the following:

- Tobacco companies target young adults ages 18 to 24 to increase their frequency of tobacco use and encourage their transition to habitual users;<sup>66</sup>
- Tobacco industry documents state that if "a man has never smoked by the age of 18, the odds are three-to-one he never will. By age 24, the odds are twenty-to-one";<sup>142</sup>



- The tobacco industry spends an estimated \$496 million annually to market tobacco products to California residents;<sup>139</sup>

**WHEREAS**, California retailers continue to sell tobacco to underage consumers, evidenced by the following:

- 9.3% of high school students in California reported buying their own electronic cigarette from a store;<sup>141</sup>
- 19.1% of California tobacco retailers unlawfully sold tobacco products to underage persons in 2018;<sup>9</sup>

[ insert local data if available ]

**WHEREAS**, requiring tobacco retailers to obtain a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell tobacco products to adults but will, however, allow the [ city council/board of supervisors ] to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco control and youth tobacco access laws, as evidenced by the following:

- Tobacco products are the number one seller in U.S. convenience stores, and in 2018, they generated an average of \$523,084 in sales per store;<sup>143</sup>
- Systematic scientific reviews indicate that merchant compliance with youth tobacco sales laws reduces the rate of tobacco use among adolescents;<sup>26,27</sup>
- Studies found increased retailer compliance and reduced tobacco sales to youth following implementation and active enforcement of youth tobacco sales laws paired with penalties for violations;<sup>144,145</sup>
- A review of 41 California communities with strong tobacco retailer licensing ordinances found that youth sales rates declined in 40 of these communities after the ordinances were enacted, with an average 69% decrease in the youth sales rate;<sup>25</sup>

**WHEREAS**, the federal Family Smoking Prevention and Tobacco Control Act ("Tobacco Control Act"), enacted in 2009, prohibited candy- and fruit-flavored cigarettes,<sup>28</sup> largely because these flavored products are marketed to youth and young adults,<sup>26,35,145</sup> and younger smokers were more likely than older smokers to have tried these products;<sup>26</sup>

**WHEREAS**, neither federal nor California state laws restrict the sale of menthol cigarettes or flavored non-cigarette tobacco products, such as cigars, cigarillos, smokeless tobacco, hookah tobacco, electronic smoking devices, and the solutions used in these devices;

**WHEREAS**, in 2018, more than 86% of tobacco retailers in California sold flavored non-cigarette tobacco products, over 91% of tobacco retailers sold menthol cigarettes,<sup>80</sup> and, as of 2016, 8 out of 10 tobacco retailers near schools sold flavored non-cigarette tobacco products;<sup>147</sup>

**WHEREAS**, flavored tobacco products are used by the majority of youth and young adult tobacco users (86.4% and 57.7%, respectively) in California;<sup>9</sup>

**WHEREAS**, mentholated and flavored products have been shown to be “starter” products for youth who begin using tobacco<sup>26,148,149</sup> and that these products help establish tobacco habits that can lead to long-term addiction;<sup>26,150,151</sup>

**WHEREAS**, between 2004 and 2014, use of non-menthol cigarettes decreased among all populations, but overall use of menthol cigarettes increased among young adults (ages 18 to 25) and adults (ages 26+);<sup>30</sup>

**WHEREAS**, flavored tobacco has significant public health implications for youth and people of color as a result of targeted industry marketing strategies and product manipulation;<sup>11,26,152,153</sup>

**WHEREAS**, a review of advertising, promotions, and pack prices near California high schools found that “for each 10 percentage point increase in the proportion of Black students, the proportion of menthol advertising increased by 5.9% ... the odds of a Newport [a leading brand of mentholated cigarettes] promotion were 50% higher ... and the cost of Newport was 12 cents lower.” There was no such association found for non-mentholated cigarettes;<sup>154</sup>

**WHEREAS**, scientific reviews by the FDA and the Tobacco Products Scientific Advisory Committee (“TPSAC”) found marketing of menthol cigarettes likely increases the prevalence of smoking among the entire population, but especially among youth, African Americans,<sup>33</sup> and possibly Hispanic and Latino individuals;<sup>34</sup> and that menthol cigarettes are associated with increased initiation and progression to regular cigarette smoking, increased dependence on cigarettes, and reduced success in smoking cessation, especially among African American menthol smokers;<sup>33</sup>

**WHEREAS**, research indicates that the FDA ban in 2009 on all flavored cigarette products (except menthol) led to a 6% decrease in youth tobacco use and a 17% decrease in the likelihood of a youth becoming a cigarette smoker;<sup>155</sup>

**WHEREAS**, studies indicate that laws prohibiting the sale of flavored tobacco products lead to decreases in youth tobacco use, as evidenced by the following:

- An evaluation of New York City's law, which prohibits the sale of all flavored tobacco, excluding menthol, indicated that as a result of the law, youth had 37% lower odds of ever trying flavored tobacco products and 28% lower odds of ever using any type of tobacco;<sup>156</sup>
- An evaluation of a law in Providence, Rhode Island, which prohibits the sale of all flavored tobacco, excluding menthol, indicated that as a result of the law, current use of any tobacco product among high school youth declined from 22% to 12% and e-cigarette use declined from 13.3% to 6.6%, even as statewide e-cigarette use among high school increased to more than 20%;<sup>157</sup>

**WHEREAS**, the health effects of non-cigarette tobacco products such as cigars, cigarillos, smokeless tobacco, and shisha are substantial as demonstrated by research that shows that non-cigarette tobacco products have addictive levels of nicotine, harmful toxins, and dangerous carcinogens;<sup>158-164</sup>

**WHEREAS**, unlike cigarette use that has steadily declined among youth, the prevalence of the use of non-cigarette tobacco products has increased among California youth;<sup>9</sup>

**WHEREAS**, the availability of inexpensive tobacco products leads to increased tobacco use as evidenced by more than 100 academic studies that conclusively show that when tobacco products are made more expensive, fewer people use tobacco, fewer initiate tobacco use, and more people quit tobacco use;<sup>2,48-51,53-58</sup>

**WHEREAS**, research has also consistently shown that increases in cigarettes prices will result in less smoking across various sociodemographic populations;<sup>165</sup>

**WHEREAS**, a systematic review by the U.S. Community Preventive Services Task Force found that a 20% price increase would reduce demand for cigarettes by approximately 10.4%, the prevalence of adult tobacco use by 3.6%, and initiation of tobacco use by young people by 8.6%;<sup>49</sup>

**WHEREAS**, unequal price increases across different types of tobacco products lead to substitution from one product to another;<sup>56,58</sup>

**WHEREAS**, youth are particularly responsive to changes in tobacco prices,<sup>26,52,54,166</sup> and evidence suggests that tobacco companies deliberately target youth with price reductions;<sup>26,51,64-66,167</sup>

**WHEREAS**, evidence also suggests that cigarettes are cheaper in neighborhoods with lower household incomes,<sup>118,168</sup> Newport menthol cigarettes cost less in areas with higher proportions of African Americans,<sup>118</sup> and underserved communities are targeted with price discounts and coupons;<sup>169-171</sup>

**WHEREAS**, tobacco companies spend considerably to decrease the price of their products in order to counter state and local tobacco control efforts, appeal to price-sensitive consumers, and increase demand for tobacco products. For example, tobacco companies spent the majority of their cigarette marketing budgets on price discounts, accounting for nearly \$6.2 billion of \$8.6 billion advertising and promotional expenditures in 2018;<sup>50,51,62</sup>

**WHEREAS**, the tobacco industry's price discounting strategies, such as coupons and multiple-package discounts, are popular among consumers, with more than half of adults using some price minimization strategy.<sup>70</sup> Coupon receipt and redemption appears more prevalent among white, younger, female, sexual minority, and more nicotine dependent smokers.<sup>172</sup> In California, individuals who used price minimization strategies saved an average \$1.04 per pack (or 18.6% off the total) in 2010;<sup>70</sup>

**WHEREAS**, price-discounted sales account for a substantial proportion of overall tobacco product sales;<sup>63</sup>

**WHEREAS**, although federal and state law ban the sale of individual cigarettes,<sup>78,173</sup> neither federal nor California state laws restrict the sale of individual little cigars and cigars;

**WHEREAS**, many retailers sell little cigars and cigars individually, making them more affordable and appealing to youth.<sup>79</sup> Additionally:

- 78.3% of California tobacco retailers sell a popular brand of youth-friendly cigars for less than \$1.00;<sup>79</sup>
- Between 2012 and 2016, annual sales of cigarillos increased by 78% overall and by 155% for "concept-flavored" (e.g., Jazz) cigarillos;<sup>174</sup>

**WHEREAS**, a 10% increase in cigar prices has been associated with decreased cigar sales<sup>175,176</sup> and may significantly reduce cigar use among youth;<sup>177</sup>

**WHEREAS**, neither federal nor California state laws set a minimum price for tobacco products;

**WHEREAS**, minimum price markups and related laws in other states have been shown to be effective at increasing the price of cigarettes but may remain vulnerable to price manipulation by the tobacco industry without attention to coupons and discounts;<sup>82</sup>

**WHEREAS**, studies have estimated that if price discounts were prohibited across the United States, the number of people who smoke would decrease by more than 13%;<sup>68</sup> the impact of a \$10 federal minimum floor price for cigarettes could reduce the number of packs sold in the United States by 5.7 billion per year and prompt more than 10 million smokers to quit;<sup>55</sup> and that a state-level minimum floor price law designed to raise the average price of cigarette

packs by just under \$2.00 could decrease the prevalence of cigarette use and consumption by more than 4% and reduce income-based smoking disparities in California;<sup>86</sup>

**WHEREAS**, by selling tobacco products, pharmacies reinforce positive social perceptions of smoking, convey tacit approval of tobacco use, and send a message that it is not so dangerous to smoke;<sup>178,179</sup>

**WHEREAS**, pharmacies sell cigarettes cheaper than other stores<sup>118</sup> and advertise tobacco product discounts more than other stores in California;<sup>80</sup>

**WHEREAS**, tobacco-free pharmacy sales policies decrease the availability of tobacco products by reducing tobacco retailer density by up to three times compared with communities that do not have such policies,<sup>119</sup> and immediately after the nationwide CVS policy change to not sell tobacco products, cigarette purchases declined and smokers who had previously purchased their cigarettes exclusively at CVS were up to twice as likely to stop buying cigarettes entirely;<sup>120</sup>

**WHEREAS**, research indicates that the density and proximity of tobacco retailers increase smoking behaviors, including number of cigarettes smoked per day,<sup>90</sup> particularly in neighborhoods experiencing poverty;<sup>90,180-182</sup>

**WHEREAS**, the density of tobacco retailers near adolescents' homes has been associated with increased youth smoking rates<sup>101</sup> and initiation of noncigarette tobacco product use;<sup>183</sup>

**WHEREAS**, adults who smoke are likely to have a harder time quitting when residential proximity to tobacco retailers is closer<sup>107</sup> and density is higher;<sup>184-186</sup>

**WHEREAS**, tobacco retailers are more prevalent in underserved communities, especially in neighborhoods with a higher proportion of African American or Hispanic residents;<sup>93-98</sup>

**WHEREAS**, tobacco retailer density is higher in urban compared to rural areas, except for low-income communities, which have higher tobacco retailer densities regardless of geography, and Hispanic communities, which are associated with variable retailer densities across geography;<sup>97,187</sup>

**WHEREAS**, policies to reduce tobacco retailer density have been shown to be effective<sup>103,104,188,189</sup> and can reduce or eliminate inequities in the location and distribution of tobacco retailers;<sup>103,104</sup>

**WHEREAS**, six out of 10 tobacco retailers in California sold cigar products using cannabis-related flavor descriptors and these retailers were more prevalent in school neighborhoods with lower median income;<sup>190</sup>

**WHEREAS**, both youth and adult tobacco users are more likely to also use cannabis;<sup>191,192</sup>

**WHEREAS**, strict enforcement of policies prohibiting retail sales of cigarettes to youth, sales of cigarettes via vending machines, and other means through which youth gain access to tobacco in the commercial settings can limit their opportunities to obtain these products;<sup>26,27</sup>

**WHEREAS**, strong policy enforcement and monitoring of retailer compliance with tobacco control policies (e.g., requiring identification checks) is necessary to achieve reductions in youth tobacco sales;<sup>193,194</sup>

**WHEREAS**, the Institute of Medicine recognizes that retailers are not likely to comply with youth tobacco access laws unless such laws are actively enforced through retailer compliance checks paired with meaningful penalties on business owners for violations;<sup>195</sup>

**WHEREAS**, state law explicitly permits cities and counties to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3);

**WHEREAS**, California courts have affirmed the power of the [ city council/board of supervisors ] to regulate business activity to discourage violations of law. See, e.g., *Cohen v. Board of Supervisors*, 40 Cal. 3d 277 (1985); *Bravo Vending v. City of Rancho Mirage*, 16 Cal. App. 4th 383 (1993); *Prime Gas, Inc. v. City of Sacramento*, 184 Cal. App. 4th 697 (2010);

**WHEREAS**, over 180 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop youth from using tobacco;<sup>9</sup>

**WHEREAS**, the [ city council/board of supervisors ] has a substantial interest in protecting youth and underserved populations from the harms of tobacco use; and

**WHEREAS**, the [ city council/board of supervisors ] finds that a local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the [ Insert jurisdiction name ] in order to protect the health, safety, and welfare of our residents;

**NOW THEREFORE**, it is the intent of the [ city council/board of supervisors ], in enacting this ordinance, to ensure compliance with the business standards and practices of the [ city/county ] and to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those which prohibit or discourage the sale or distribution of tobacco products to youth, but not to expand or reduce the degree to which the acts regulated by federal or state law are criminally proscribed or to alter the penalties provided therein.



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# TOBACCO RETAILERS PROFILE

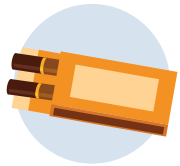
## Portola

LOCATION: PLUMAS COUNTY

### PORTOLA SNAPSHOT



4 stores in Portola sell tobacco.<sup>1</sup>



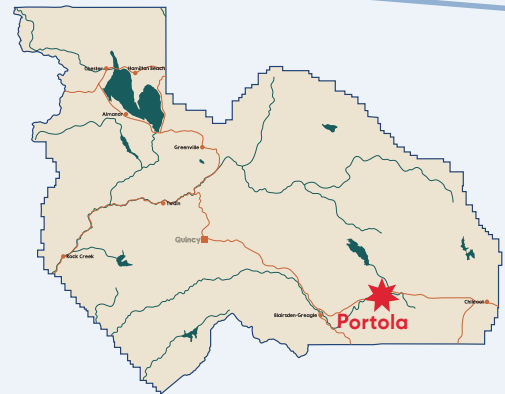
100% of stores sell small pack or single cigars/cigarillos.<sup>2</sup>



25% of stores display tobacco price promotions.<sup>2</sup>



The lowest price in stores for cigarettes: \$6.99<sup>2</sup>



#### Portola Population

Adults: 1,666

Youth (0-17): 247

Total residents: 1,913<sup>1</sup>

#### Plumas County

##### Tobacco Use Rates:

- ◆ 23% Adults use tobacco<sup>4</sup>
- ◆ 12.3% Youth use tobacco<sup>5</sup>

#### Did you know?

Plumas County ranked **54 of 58** as one of the least healthy counties in California.<sup>6</sup>

### Plumas County Residents Support Retail Policies

- ◆ 85% agree that **cheap** tobacco products make it easier for youth to try them.<sup>3</sup>
- ◆ 58% support setting a **higher** minimum price for tobacco products.<sup>3</sup>
- ◆ 54% support the ban of **discounts** and selling **small packs** of tobacco products.<sup>3</sup>

For more information, visit:  
[healthcollaborative.org/  
smoke-free-high-country](http://healthcollaborative.org/smoke-free-high-country)



#### **Sources:**

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# POLICY MAKERS—You can help create healthy, smokefree rural communities!

## How does the tobacco industry target rural communities?

For decades, the tobacco industry has presented tobacco as a part of frontier life, country, and rugged individualism using images of cowboys, farmers, and hunters. They sponsor cultural and societal events common in rural communities such as tobacco barns, rodeos, car racing, and bull riding.<sup>1</sup>

## Why is it a problem when tobacco is sold for low prices?

One of the tobacco industry's favorites tactics is to offer discount pricing to hook new customers. In fact, **70-80% of their marketing and advertising budget** is used for price discounts.

## Discounts are promoted through:

- Social media
- Direct mail and email coupons
- Mobile coupons via apps (e.g., The Oasis)
- Point of sale promotion

Rural tobacco retailers tend to have more tobacco promotions and lower prices than retailers in urban areas.

**The result?** Much higher rates of tobacco use among California's rural residents.<sup>3</sup>

### USE OF ANY TOBACCO PRODUCT\*

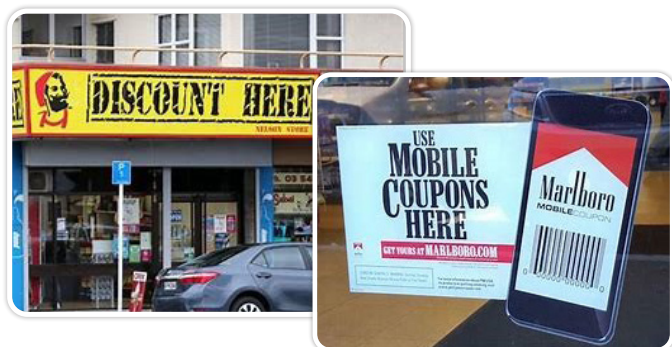
#### ADULTS (18 OR OLDER)

Rural Communities	25.6%
California	14.6%

#### YOUTH

Rural Communities	13.3%
California	12.7%

*\*Includes cigarettes, electronic smoking devices, chewing tobacco, and little cigars or cigarillos*



## EXAMPLES OF DISCOUNTS:

- Buy two packs, **get one free** (multi-buy promotion)
- **\$1.50 off** a pack (special price on one product)
- Buy one pack of cigarettes, **get a free box of papers** (cross-product promotion)



For every 10% increase in the price of cigarettes, adult smoking decreases by 3–5% and youth smoking decreases by 6–7%.<sup>5</sup>

# What can be done?

## Consider establishing a Minimum Floor Price Law (MFPL).

This keeps tobacco products from being sold at heavily discounted prices.

**Raising the price of tobacco products is one of the most effective strategies for:**<sup>4</sup>



**Detering people—especially youth—from starting tobacco use**



**Encouraging people to quit tobacco**



**Decreasing overall tobacco consumption**

For a more comprehensive pricing approach, MFPLs can be paired with a discount ban that prohibits the discounts on tobacco products.

**As policy makers, you can play an important role to help protect the health of your community.**

### For more information, contact:

Smoke Free High County

Amanda Berryhill

[aberryhill@californiahealthcollaborative.org](mailto:aberryhill@californiahealthcollaborative.org)



*Lassen • Plumas • Siskiyou*

### Sources:

1. Association. AL. Cutting Tobacco's Rural Roots: Tobacco Use in Rural Communities 2015.
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**MEETING DATE:** January 22, 2025

**AGENDA ITEM:** 7. Agreement for Professional Services: TCE Solutions Inc.

**FROM:** Ryan Bonk

**RE:** Agreement for Professional Services: TCE Solutions Inc.

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**EXECUTIVE SUMMARY:**

The City has engaged TCE Solutions Inc. to provide professional services for Senior Code Enforcement Services for Fiscal Year 2024-2025.

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**BACKGROUND:**

On 07/10/2024 the City Council approved the professional services agreement with CSG Consultants, Inc. at a not to exceed value of \$15,000 for assistance with code enforcement until the City hired and trained an individual. This contract was terminated by the City due to various reasons.

In August of 2024, the City hired a part time Public Engagement Officer to address code enforcement. Given the volume and complexity of code enforcement activities, the staff has determined that additional professional services for these complex activities is warranted.

At this time, staff is requesting a professional services agreement for Senior Code Enforcement Services to be provided onsite bi-monthly through June 2025.

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**FISCAL IMPACT:**

The agreement will be in effect for fiscal year 2024-2025.

**Budget Breakdown:**

Adopted Budget Fiscal Year 2024-2025: \$10,000

Not to Exceed Services Council Approval 07/10/2024: \$15,000

YTD Spend: \$12,902.50 *(Includes \$4,000 in towing costs that may be covered by abandoned vehicle abatement funds)*

**Estimated Balance: \$12,097.50**

TCE Solutions Inc. Not To Exceed: \$12,000

The proposed professional services agreement is within budget.

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**RECOMMENDATION:**

Staff recommends that City Council approve the agreement for professional services with TCE Solutions Inc.

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**ATTACHMENTS:**

A. TCE SOLUTIONS PROFESSIONAL SERVICES AGREEMENT FY2024-2025-PSA-001 FINAL

**AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF PORTOLA  
P.O. Box 1225  
35 Third Avenue  
Portola, California 96122  
Telephone (530) 832-6800**

**Date:** January 22, 2025

**Project Name:** Senior Code Enforcement Services- Fiscal Year 2024-2025

**City of Portola Project No.:** FY2024-2025-PSA-001

**CONSULTANT:**

TCE Solutions Inc.
PO Box 1562
Salinas, CA 93902
Irma S. Gowin
igowin@tcesolutions.net

**The terms of this Agreement are contained in the body of the agreement and in Attachments A through C. Each attachment is incorporated herein by reference and becomes an integral part of this Agreement between the parties when the Agreement is signed. IN THE EVENT THAT THERE IS ANY INCONSISTENCY BETWEEN TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT AND TERMS AND CONDITIONS IN THE ATTACHMENTS, THE TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT CONTROL OVER ANY INCONSISTENT TERM OR PROVISION IN THE ATTACHMENTS.**

**For your protection, make sure that you read and understand all provisions before signing.**

Instructions: Sign and return original. Upon acceptance by the City of Portola (“CITY”), a copy will be signed by the CITY’s authorized representative and returned to you. Insert the name/s of your authorized representative(s) in the place provided.

**1.0 TERM OF THE AGREEMENT**

- 1.1 This AGREEMENT shall be effective on the date that it is executed by the CITY.
- 1.2 This AGREEMENT shall terminate on June 30, 2025, unless sooner terminated in accordance with Section 8.0
- 1.3 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued.



## **2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A**

- 2.1 CONSULTANT shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as “DESCRIBED SERVICES.”
- 2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the CONSULTANT. The CONSULTANT shall comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. Where any circumstance exists for which the CONSULTANT must make a judgment that could result in a materially different change in condition, the CONSULTANT shall advise the CONTRACT OFFICER in advance and request specific direction.
- 2.3 The CONSULTANT shall, without additional compensation, correct or revise any DESCRIBED SERVICES that do not meet the standard of professional responsibility.
- 2.4 The CITY's review, approval or acceptance of, or payment for, the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT's performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT's performance of any of the services under this AGREEMENT.
- 2.5 CONSULTANT shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. CONSULTANT shall permit representatives of the CITY to review all project related records.

## **3.0 PAYMENT (ATTACHMENT B)**

- 3.1 The amount of payment to the CONSULTANT for providing the DESCRIBED SERVICES is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B.

## **4.0 CITY'S OBLIGATIONS**

- 4.1 The CITY'S City Manager **or a designated CITY Representative** shall serve as the CITY'S “CONTRACT OFFICER” for this AGREEMENT and has the authority to execute this AGREEMENT, direct the CONSULTANT, approve actions, request

changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the CONTRACT OFFICER. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this AGREEMENT unless specifically delegated in writing.

## **5.0 SUBCONTRACTING (ATTACHMENT C)**

- 5.1 The name and location of the place of business of each SUB-CONSULTANT that CONSULTANT will use to perform work or render service to the CONSULTANT in performing this AGREEMENT is contained in ATTACHMENT C. No change to any SUB-CONSULTANT shall be made without the written approval of the CONTRACT OFFICER.
- 5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT's SUB-CONSULTANTS and for the persons either directly or indirectly employed by the SUB-CONSULTANTS, as CONSULTANT is for the acts and omissions of CONSULTANT and persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUB-CONSULTANT of the CONSULTANT and the CITY. CONSULTANT shall bind every SUB-CONSULTANT to the terms of the AGREEMENT applicable to the CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CONTRACT OFFICER.
- 5.3 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, the CITY and CONSULTANT agree to meet and confer in good faith to negotiate a deductive change order.

## **6.0 CHANGES TO THE SCOPE OF WORK**

The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be by written Change Order submitted to the CONTRACT OFFICER and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

## **7.0 VERBAL AGREEMENT OR CONVERSATION**

No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever unless approved by the CONTRACT OFFICER.

## **8.0 TERMINATION OF AGREEMENT**

- 8.1 In the event of the CONSULTANT's failure to prosecute, deliver, or perform the DESCRIBED SERVICES the CITY may terminate this AGREEMENT for cause by notifying CONSULTANT by certified mail of said termination. Thereupon, CONSULTANT shall cease work and within five (5) working days, assemble all documents owned by the CITY and in CONSULTANT's possession, and deliver said documents to the CITY, and ensure that all work in progress is placed in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.
- 8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days' written notice by certified mail to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall cease work, assemble all documents owned by the CITY and in CONSULTANT'S possession and deliver said documents to the CITY, and ensure that all work in progress is placed in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.
- 9.0 **PROFESSIONAL RELATIONSHIP.** CONSULTANT shall serve as the CITY'S professional representative.
- 10.0 **PARTIES TO ACT IN GOOD FAITH.** CITY and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both CITY and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.
- 11.0 **LIMITATION ON DIRECTIVES TO CONSULTANT.** CONSULTANT shall not accept direction or orders from any person other than the CONTRACT OFFICER or the person(s) whose name(s) is (are) inserted on Page 9 as "other authorized representative(s)."
- 13.0 **CHANGES IN SCOPE OF WORK--EXTRA SERVICES.** CITY agrees that if CITY requests services not specified in the scope of services described in this Agreement, CITY will pay for all such additional services as extra services, in accordance with CONSULTANT's billing rates utilized for this agreement. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the

CITY's "authorized representative(s)". CONSULTANT's "authorized representative(s)" has (have) the authority to execute such written change for CONSULTANT.

- 14.0 **PERMITS.** Permits required by governmental authorities will be obtained at the Owners expense, and CONSULTANT will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- 15.0 **TERMS OF PAYMENT.** Payment, unless otherwise specified in Attachment B, is to be thirty (30) days after acceptance by the CITY. For basic service performed by the CONSULTANT, the CITY shall pay the CONSULTANT in accordance with monthly statements submitted by the CONSULTANT. Payment for extra services shall be based on monthly statements submitted by the CONSULTANT for the extra services performed by the CONSULTANT during the preceding month. The CONSULTANT shall be paid interest on payments due from the CITY which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the CITY can pay, whichever is less.
- 16.0 **INDEMNIFICATION.** CONSULTANT shall defend, indemnify and hold the CITY, its elected and appointed officials, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT under this Agreement. CONSULTANT shall also defend **itself** against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT'S performance or non-performance of the work hereunder, and CONSULTANT shall not tender such claims to CITY nor to its elected or appointed officials, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects CONSULTANT'S operations (as opposed to CONSULTANT'S professional services), CONSULTANT shall also provide the CITY a defense, and indemnify and hold the CITY harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to CONSULTANT'S commercial general liability policy.
- 17.0 **WORKERS' COMPENSATION INSURANCE.** By his/her signature hereunder, CONSULTANT certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the professional services under this Agreement. CONSULTANT and SUB-CONSULTANTS will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

- 18.0 **PROFESSIONAL LIABILITY INSURANCE.** CONSULTANT will file with the CITY, before beginning professional services, a certificate of insurance satisfactory to the CITY evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring thirty (30) days' notice of cancellation (10 days for non-payment of premium) to the CITY. Any insurance, self-insurance or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the CITY. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the CONSULTANT employs other CONSULTANTS (SUB-CONSULTANTS) as part of the work covered by this agreement, it shall be the CONSULTANT's responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- 19.0 **GENERAL LIABILITY INSURANCE.** CONSULTANT will file with the CITY, before beginning professional services, certificates of insurance satisfactory to the CITY evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring thirty (30) days (ten (10) days for non-payment of premium) notice of cancellation to the CITY. Any insurance, self-insurance or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the CITY, its elected and appointed, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the CITY. In the event that the CONSULTANT employs other CONSULTANTS (SUB-CONSULTANTS) as part of the work covered by this agreement, it shall be the CONSULTANT's responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- 20.0 **CONTINUATION OF INSURANCE COVERAGE.** If any of the required coverages expire during the term of this Agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the CITY at least ten (10) days prior to the expiration date.
- 21.0 **CONFLICT OF INTEREST.** CONSULTANT agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the utilization of the experience, knowledge and work product produced as a result of this Agreement for the benefit of a party whose interests may be adverse to those of the CITY. CONSULTANT agrees that it will not undertake work in which a conflict of interest may arise for a period of ten (10) years after the date of execution of this Agreement without first exploring the nature of the work and the potential for conflict of

interest with the interest of the CITY or potential disadvantageous results of the undertaking or the utilization of the CITY's work products. If the CITY reasonably determines that there could be a conflict of interest or will be a conflict of interest, CONSULTANT agrees not to undertake such work or to offer to perform such work until the issue has been resolved by arbitration if CONSULTANT shall disagree. The arbitration shall be conducted in an expeditious fashion so that CONSULTANT shall not be barred or prevented by time lapses from making offers of proposals or being considered in regard to the performance of that work.

22.0 **WORK PRODUCT.** CONSULTANT agrees that if any work product involves the development of methodologies, computer programs, or statistical or data gathering methodology, that work product methodology, computer program, coding system, or similar method for gathering, compiling or appraising data shall be a portion of the work product of CONSULTANT which is owned by and shall be provided to CITY upon its request. CONSULTANT agrees that CITY, upon payment in full for services rendered and expenses incurred, shall be entitled to all photographs, notes, maps, calculations, observations, computer programs, runs or compilations, statistics, preliminary design, final design, work drawings, shop drawings or calculations, or any and all other "work product" of CONSULTANT, and upon early termination or termination in due course or thereafter, may request that such materials may be copied and the copies retained by CONSULTANT and the originals provided to CITY. Any use, re-use or modification of CONSULTANT'S instruments of service without CONSULTANT'S participation shall be at CITY'S sole risk, and CITY agrees to indemnify, defend and hold CONSULTANT harmless from any claims, liabilities, damages or expenses, including reasonable attorney's fees, to the extent arising out of such use, re-use or modification. CITY shall also receive any and all documentation on computer diskette compatible with CITY word processing or other computer programs, including input data as well as output data. The reasonable costs of copying shall be a Project Cost payable by the CITY. Files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to the CITY are only for convenience of the CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by consultant at the beginning of this assignment.

23.0 **DISCLOSURE OF USE OF WORK PRODUCT OR CONSULTANT.** CITY and CONSULTANT agree that in performing the work, CONSULTANT will gain information, experience and methodologies which may be usable in other work of CONSULTANT, so long as that other work does not cause a conflict of interest or work to the disadvantage of CITY. The CITY will have no claims for the monetary value of the experience, methodology, or use of the work methods for other work undertaken by the CONSULTANT. However, CONSULTANT agrees that it will not publish any

articles, provide any interview, make public comments, or supply copies of any work product of CONSULTANT done for CITY except in accordance with valid legal process served upon it or pursuant to the written direction of CONSULTANT. In those circumstances in which the CITY notifies CONSULTANT in writing that a matter shall be treated as subject to this provision until further order of the CITY, CONSULTANT will not provide any of this work product to any third party. CITY is a governmental entity and may be subject to the Public Records Act, Freedom of Information Act, or other terms and provisions of the law, depending upon the circumstances. CONSULTANT agrees that the determination of that applicability shall be solely within the authority of CITY, and CONSULTANT shall not make work product or other materials available to third parties or other governmental agencies unless directed to do so by CITY. The purpose of this provision is to establish a method to provide persons or agencies public information that they are entitled to receive while keeping uniform records about the availability of such materials, the dates that such information is provided to persons entitled to receive it, and to ensure that complete response is made to valid legal requests for information, whether pursuant to administrative, legal or Public Records Act requests. Nothing in this Agreement shall render the records, documents or materials of CONSULTANT as a public record available for inspection or review, except to the extent required by law.

#### **24.0 DISPUTE RESOLUTION**

- 24.1 THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, THE PARTIES AGREE FIRST TO TRY, IN GOOD FAITH, TO SETTLE THE DISPUTE BY MEDIATION, BEFORE RESORTING TO ARBITRATION. THE COSTS OF MEDIATION SHALL BE BORNE EQUALLY BY THE PARTIES. NEITHER PARTY SHALL FILE LEGAL ACTION WITHOUT FIRST MEETING IN MEDIATION AND MAKING A GOOD FAITH ATTEMPT TO REACH A MEDIATED RESOLUTION. THE MEDIATION SHALL BE CONDUCTED IN TRUCKEE, CALIFORNIA, UNLESS THE PARTIES AGREE TO CONDUCT IT IN A DIFFERENT LOCATION. IF, FOR ANY DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES, ANY PARTY COMMENCES ARBITRATION OR COURT ACTION WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION OR REFUSES TO MEDIATE AFTER A WRITTEN REQUEST HAS BEEN MADE, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ACTION. IF THE DISPUTE IS NOT SETTLED BY MEDIATION, THE DISPUTE SHALL BE RESOLVED BY ARBITRATION.
- 24.2 THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATIONS OR

FUNCTION OF THE ARBITRATOR IN ANY MANNER WHATSOEVER. THE MEDIATION SHALL BE CONDUCTED IN TRUCKEE, CALIFORNIA, UNLESS THE PARTIES AGREE TO CONDUCT IT IN A DIFFERENT LOCATION.

- 24.3 APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF NEVADA.
- 24.4 THE ARBITRATOR'S FEES AND FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTLING THE MATTER. A STATEMENT OF A PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COST OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY IF, IN THE ARBITRATOR'S DETERMINATION, THE POSITION OF THE NON-PREVAILING PARTY WAS NOT REASONABLY TAKEN OR MAINTAINED OR WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.
- 24.5 THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTIES SHALL LAPSE



BY THEIR TERMS, OR THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT, OR SHALL MODIFY THOSE TERMS.

- 25.0 **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.
- 26.0 **SEVERABILITY.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on CITY and CONSULTANT.
- 27.0 **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 28.0 **NO ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the CONTRACT OFFICER.
- 29.0 **WHOLE AND ENTIRE AGREEMENT.** This Agreement contains the entire agreement between CITY and CONSULTANT relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both CITY and CONSULTANT.
- 30.0 **NO WAIVER OR DISCLAIMER.** CITY's or CONSULTANT's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. CITY's or CONSULTANT's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
- 31.0 **BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of CITY and CONSULTANT.
- 32.0 **STATUS OF CONSULTANT.** CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT's own choice, as an independent contractor and in pursuit of CONSULTANT's independent calling, and not as an employee of the CITY. CONSULTANT shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. CONSULTANT shall confer

with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY.

33.0 **ASSIGNMENT OF CONTRACT AND NAMED INDIVIDUALS.** CONSULTANT agrees that the individuals named below shall be personally assigned to the PROJECT to provide supervision and have responsibility for the work during the entire term of this AGREEMENT. No substitutions to these named individuals shall be made without prior approval of the Contract Officer:

34.0 **COVENANT AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY's discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

35.0 **ACCOUNTING RECORDS.** CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUB-CONSULTANT. CONSULTANT shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of five (5) years from the completion of the work.

### 36.0 **NOTICES**

Any notices to be given under this AGREEMENT, or otherwise, shall be served by First Class mail.

The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of Portola  
P.O. Box 1225  
35 Third Avenue  
Portola, California 96122  
ATTN: Ryan Bonk, City Manager  
TEL. NO. (530) 832-6800

The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT's behalf, is:

TCE Solutions Inc.	
P.O. Box 1562	
Salinas, CA 93902	
ATTN: Irma Gowin, President/CEO	
Email: igowin@tcesolutions.net	
Tel. No. (831) 214-7764	

### 37.0 PERIODIC REPORTING REQUIREMENTS

The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONSULTANT's payment invoice. The status report shall, as a minimum, report the work accomplished to date, describe any milestones accomplished, show and discuss the results on any testing or exploratory work, provide a schedule update, and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule. The status report shall also describe any problems or recommendations to increase the scope of the work and provide any other information which may be requested by the CITY.

### ACCEPTED:

	CITY OF PORTOLA		CONSULTANT	
	Signature		Signature	
By:	Ryan N. Bonk		By:	Irma Gowin
Title:	City Manager		Title:	President/CEO
Co:	City of Portola		Co:	TCE Solutions Inc.
<b>Other authorized representative(s):</b>			<b>Other authorized representative(s):</b>	

ATTACHMENT A - SCOPE OF WORK

ATTACHMENT B - PAYMENT FOR SERVICES

ATTACHMENT C - LISTING OF SUB-CONSULTANTS

## **ATTACHMENT A**

**PROJECT NAME:** Senior Code Enforcement Services- Fiscal Year 2024-2025

**PROJECT NO.:** FY2024-2025-PSA-001

### **SCOPE OF WORK**

TCE Solutions Inc. will assist the City in code enforcement, working in conjunction with the City's Public Engagement Officer, in all levels of code enforcement duties providing support and guidance to meet the complex demands of the City which include the following:

- a. Address current and/or outstanding cases with either health and/or safety concerns
- b. Address additional issues that involve blight and visual impacts
- c. Utilize common tools for code enforcement including administrative remedies
- d. Focus on early notification of appropriate parties
- e. Use of courtesy notices, door hangers, and verbal communication as the initial approach
- f. Focus on inoperative and abandoned vehicle issues to ensure proper abatement actions as needed
- g. Additional training and implementing regulations set up through the local vehicle authority in accordance with CHP HP 87-1 guidelines
- h. Additional training, assistance, and guidance on complex code enforcement cases
- i. Review the internal documentation process and offer recommendations to current policies where possible

The above dictated scope of work is not meant to be all inclusive. At the request of the CONTRACT OFFICER, additional duties may be assigned to the scope of work upon agreement between the parties as described in this agreement.

## **ATTACHMENT B**

**PROJECT NAME:** Senior Code Enforcement Services- Fiscal Year 2024-2025

**PROJECT NO.:** FY2024-2025-PSA-001

### **PAYMENT FOR SERVICES**

**A. PAYMENT FOR SERVICES:** Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly advances due for hours of services provided. The hours of services provided shall be assessed by the sole discretion of the CONTRACT OFFICER or designated representative. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is thirty (30) days.

ROLE	FY 24-25 ALL INCLUSIVE FEE / HOURLY RATE
Senior Code Enforcement Officer	\$80

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. On July 1 of each year, TCE Solutions Inc. will initiate an hourly rate increase based on the annual percentage change in CPI for the applicable region. TCE Solutions Inc. will mail an invoice at the beginning of every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.

**TOTAL NOT TO EXCEED FEE**

**\$ 12,000.00**

**ATTACHMENT C**

**PROJECT NAME:** Senior Code Enforcement Services- Fiscal Year 2024-2025

**PROJECT NO.:** FY2024-2025-PSA-001

**LISTING OF SUB-CONSULTANTS**

Listed below are all SUB-CONSULTANTS that the CONSULTANT plans to employ to perform work under this AGREEMENT. No change is allowed without the prior approval of the CONTRACT OFFICER.

SUB-CONSULTANTS are paid through the CONSULTANT.

**SUB-CONSULTANT**

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**SUB-CONSULTANT**

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**SUB-CONSULTANT**

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**SUB-CONSULTANT**

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**RESOLUTION NO. 2604**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA ADOPTING  
RULES OF DECORUM FOR PUBLIC MEETINGS**

**WHEREAS**, the City Council wishes to formally adopt Rules of Decorum that will contribute to the orderly conduct of meetings, thereby enhancing the ability of the City to effectively address the needs and concerns of the community; and

**WHEREAS**, the City Council reviewed the Rules of Decorum attached hereto as “Exhibit A” at a regularly scheduled meeting; and

**WHEREAS**, these Rule of Decorum supersede any other rules of decorum previously adopted by the City that conflict with these Rules of Decorum; and

**WHEREAS**, the City Council took public comment on the Rules of Decorum; and

**WHEREAS**, the adoption of Rules of Decorum supports Title 2, Chapter 2.08 of the City of Portola Municipal Code and is consistent with the principles of transparency, accountability, and public participation; and

**WHEREAS**, the adoption of Rules of Decorum is authorized by the Brown Act, Government Code §§ 54954.3 and 54957.95.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the City Council for the City of Portola that the Rules of Decorum attached hereto as “Exhibit A” are adopted and shall take effect immediately upon the passage and adoption of this Resolution.

**PASSED APPROVED AND ADOPTED** this **22nd day of January 2025**.

**Ayes:**

**Noes:**

**Abstain:**

**Absent:**

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Jim Murphy, Mayor

ATTEST:

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Malachi Mansfield, Deputy City Clerk

I, Malachi Mansfield, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council of the City of Portola at a regular meeting thereof held on January 22<sup>nd</sup>, 2025.

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Malachi Mansfield, Deputy City Clerk

**EXHIBIT A**  
**RULES OF DECORUM**

1. Members of the public are welcome and encouraged to attend City meetings. However, members of the public may be removed from a public meeting if they are disrupting the meeting. “Disrupting” means engaging in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Examples of disruptive behavior include, but are not limited to, the following:
  - a. Failing to follow the direction of the Mayor or person presiding over the meeting as to following these Rules of Decorum.
  - b. Failing to follow the direction of the Mayor or person presiding over the meeting as to when and how long to speak.
  - c. Speaking when not recognized by the Mayor or person presiding over the meeting.
  - d. Speaking beyond the time allotted.
  - e. Speaking to or addressing items that are not the item being considered at the time.
  - f. Being overly repetitive.
  - g. Engaging in disorderly or boisterous conduct, including but not limited to applauding, cheering, whistling, stamping of feet, booing, yelling, screaming, heckling or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
  - h. Engaging in behavior that constitutes use of force or a true threat of force.
2. The behavior described above interferes with the rights of the other members of the public attending the meeting and prevents the City from continuing its work on behalf of the public.
3. A person who is disrupting the meeting will be warned that their conduct is disrupting the meeting and that if they don't stop the disruptive behavior or engage in other disruptive behavior, they may be ordered to leave or be removed from the meeting, except that no warning need be given prior to removing a person for engaging in behavior that constitutes a use of force or a true threat of force.
4. If any person refuses to leave the meeting following an order from the Mayor or person presiding over the meeting to do so, the Mayor or person presiding over the meeting may request or order any law enforcement officer on duty to remove that person from the meeting.
5. While members of the public have the right to criticize the policies, procedures, programs, or services of the City, or the acts or omissions of the City Council or staff, nothing in the Brown Act or the law confers any privilege or protection for expression beyond that otherwise provided by law. In other words, speakers can be held liable for defamation. (Gov. Code§ 54954.3(c))