



City of Portola

AGENDA

Regular Meeting

July 09, 2025 06:00 PM

35 Third Ave, Portola, CA 96122

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

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

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 on the online agenda by clicking on the "comment" section next to each agenda item listed below.

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

1. Call to Order

A. Roll Call

B. Pledge of Allegiance

2. Public Comments

☒ **Discussion**  [Comment](#)

This section is intended to provide members of the public with an opportunity to comment on any

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

3. City Communications

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

A. City Council Communications

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

C. Staff Communications

D. City Manager Report

4. Consent Agenda

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

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

A. Claims:

Adopt Resolution No. 2621. The resolution authorizes payment of payroll from June 14th, 2025 through June 27th, 2025 and accounts payable from June 26th, 2025 through July 9th, 2025

The amount of payroll to be paid is \$59,657.93.

The amount of accounts payable to be paid is \$307,722.19.

The total amount to be paid is \$367,380.12.

B. Minutes

Adopt the minutes of the June 25th, 2025 Regular City Council Meeting.

5. Sierra Buttes Trail Stewardship: 2025 Lost & Found Gravel Festival Recap, Local Economic Impact, and Project Updates

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

Sierra Buttes Trail Stewardship will present as indicated.

6. Independent Audit Quote: Years 2026 through 2028

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

Staff will present to Council for consideration the quote received from CliftonLarsonAllen LLP for

independent auditing services.

7. Plumas Rural Services: Request to Consider Family Pool Pass Discount

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

Staff will present to Council for consideration a request from Plumas Rural Services to provide discounts on Family Pool Passes for low income families.

8. TCE Solutions Inc.: Senior Code Enforcement Contract

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

Staff will present to Council for consideration the contract for Senior Code Enforcement for fiscal year 2025-2026.

9. Closed Session

☒ **Discussion** ☒ **Possible Action**  [Comment](#)

A. Litigation - Pending/Existing Litigation

Conference with Legal Counsel - Existing Litigation Pursuant to Gov. Code Section 54956.9 (d)(1)


Lindsey Shaw v. City of Portola, Et al., Plumas County Superior Court Case No. CV25-00110

B. Litigation - Pending/Existing Litigation

Conference with Legal Counsel - Existing Litigation Pursuant to Gov. Code Section 54956.9 (d)(1)

Jason Shaw v. City of Portola, Plumas County Superior Court Case No. CV25-00124

10. Adjournment

	Document Name		<i>City Manager Report</i>	
	Document Number	TBD	Revision Letter	A
	Document Location	Server	Revision Date	12/06/2024
	Document Type	Report	Council Adoption Date	Not Applicable
			Resolution No.	Not Applicable


City Manager Report

07/09/2025

General Updates

Gulling Street Bridge

- **Automated monitoring system:**
 - Zero alarm thresholds have been reported
- **Phase 1- FEMA Funding (Riprap):**
 - **Details:** Riprap is the placement of large and small rocks around the base of a bridge pier where it meets the water. Riprap acts like armor. It breaks up the force of the water, helping prevent it from washing away the ground underneath the bridge pier. By slowing the water down and holding the soil in place, riprap helps protect the bridge pier from further erosion.
 - This is an engineered countermeasure to mitigate the effects of the scour
 - FEMA's funding approval of this scour countermeasure indicates viability in protecting the bridge
 - **Next Steps:**
 - Staff has reviewed the draft permit through US Army Corps of Engineers, Sacramento District
 - Engineering team will submit permit to be reviewed by US Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife
 - **Target work completion = August 2025**
- **Phase 2- Structural Rehabilitation Funding (Highway Bridge Program):**
 - Staff has reviewed draft application and provided comments
 - Engineering team to submit final application in July

	Document Name		<i>City Manager Report</i>	
	Document Number	TBD	Revision Letter	A
	Document Location	Server	Revision Date	12/06/2024
	Document Type	Report	Council Adoption Date	Not Applicable
			Resolution No.	Not Applicable

Public Works


- **Dedicated Pavement Rehabilitation Crew:**
 - **June:** Work completed on northbound lane of Gulling Street near the intersection of Gulling Street and East Riverside Ave
 - **July:** Work in progress on southbound lane of Gulling Street near the intersection of Gulling Street and East Riverside Ave
 - **Up Next:** Intersection of Gulling Street and Commercial Street south of bridge

Plumas County Cal OES & City of Portola- Wildfire Tabletop Exercise

- Exercise held on 06/26/2025
- Well attended by regional stakeholders
- Situation Manual from the event is attached

Website

- “Enhancing Everyday Life” page added
 - Explores current initiatives led by the City that are designed to enhance daily life for our residents
 - Dedicated Pavement Rehabilitation Crew
 - Community Cleanup Efforts
 - Riverwalk Upgrades

	Document Name	<i>City Manager Report</i>		
	Document Number	TBD	Revision Letter	A
	Document Location	Server	Revision Date	12/06/2024
	Document Type	Report	Council Adoption Date	Not Applicable
			Resolution No.	Not Applicable

Public Records Requests (PRR)

6,791

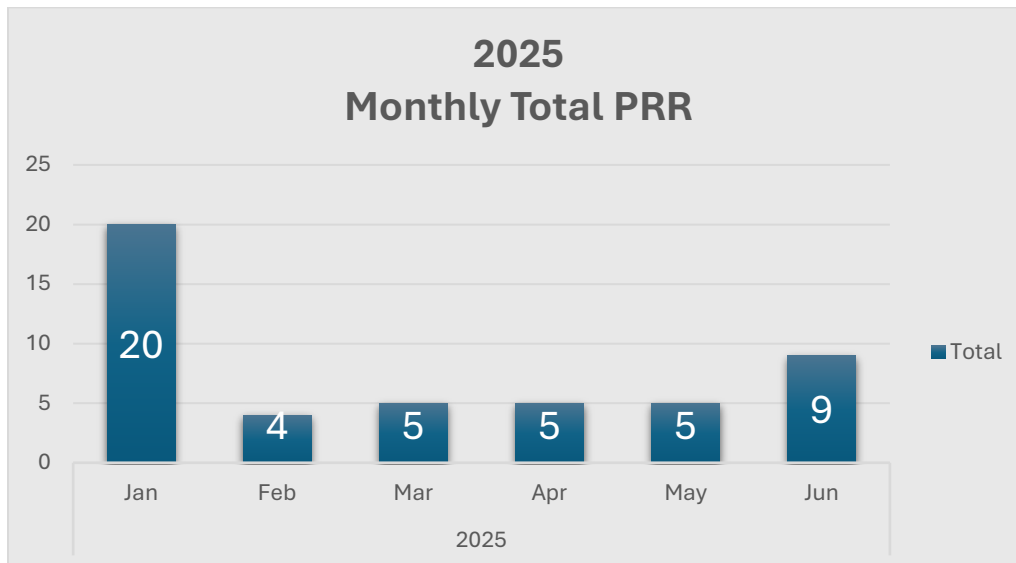
YTD Total # of Pages

June 2025 PRR Metrics	
Total Number of PRR¹	9
<i>Number of submissions by Unique Requestor(s)²</i>	1
<i>Number of submissions by Repeat Requestor(s)³</i>	8

¹ Total PRR indicates PRR entered via the CivAssist system during the month

² Unique Requestor(s): Individuals or entities that have submitted one request within the reporting period with each requestor counted only once

³ Repeat Requestor(s): Individuals or entities that submit multiple requests over the reporting period





Beckwourth Peak Wildfire Tabletop Exercise

Situation Manual

June 26, 2025

This Situation Manual (SitMan) provides exercise participants with all the necessary tools for their roles in the exercise. Some exercise material is intended for the exclusive use of exercise planners, facilitators, and evaluators, but players may view other materials that are necessary to their performance. All exercise participants may view the SitMan.

EXERCISE SCHEDULE

Date	June 26, 2025
9:00 AM	Welcome and Introductions
9:15 AM	Exercise begins
10:30 AM	Break
11:45 AM	After Action Report & Fire Season
12:00 PM	Closing remarks

EXERCISE OVERVIEW

Exercise Name	Beckwourth Peak Wildfire Tabletop Exercise
Exercise Dates	June 26, 2025 9:00 AM
Scope	This exercise is discussion based, planned for 3 hours at the Memorial Hall in Portola.
Focus Area(s)	Response, Coordination, Communications, Public Information, Shelter Management, Resource Allocation and Mutual Aid
Capabilities	Planning, Information Sharing, Public Information, Operational Coordination
Objectives	<ol style="list-style-type: none">1. Evacuation Coordination: Practice coordination of evacuation orders, routes, and shelter operations.2. Communications Strategy: Test interoperability among agencies and clear chain-of-command communication.3. Public Information & Outreach: Assess strategies for timely and accurate public alerts, rumor control, and media engagement.4. Shelter Management: Plan for temporary human and animal shelter setup, including staffing, supplies, and accessibility.
Threat	Wildfire
Scenario	An interactive, discussion-based exercise focused on wildfire threatening a Gold Mountain, Iron Horse and City of Portola.
Sponsor	Plumas County Office of Emergency Services & the City of Portola

Participating Jurisdictions/ Organizations	<p> Beckwourth Fire Protection District Cal Fire Cal OES California Highway Patrol City of Portola Eastern Plumas Healthcare Graeagle Fire Department Plumas County Agriculture Commissioner Plumas County Animal Control Plumas County Office of Emergency Service Plumas County Public Health Plumas County Sheriff's Office Plumas County Search and Rescue Plumas County Social Services Plumas National Forest Service Sierra County Sheriff, OES & Public Health </p>
Point of Contact	<p> Lori Pini, Manager Plumas County Office of Emergency Services 1446 E. Main Street Quincy, California 95971 (530) 616-1899 loripini@countyofplumas.com </p> <p> Ryan Bonk, Manager City of Portola 35 Third Ave Portola, California 96122 (530) 832-4216 admin@cityofportola.com </p>

GENERAL INFORMATION

Exercise Objectives and Capabilities

The following exercise objectives in Table 1 describe the expected outcomes for the exercise. The objectives are linked to capabilities, which are the means to accomplish a mission, function, or objective based on the performance of related tasks, under specified conditions, to target levels of performance. The objectives and aligned capabilities are guided by senior leaders and selected by the Exercise Planning Team.

Exercise Objectives	Capability
Evacuation Coordination – coordination of evacuation orders, routes, and shelter operations	Planning, Operational Coordination, Public Information and Warning
Communications Strategy – test interoperability among agencies and clear chain of command communication.	Planning, Operational Communication
Public Information & Outreach – assess strategies for timely and accurate public alerts, rumor control, and media engagement.	Planning, Operational Coordination, Public Information and Warning, Emergency Notification System
Shelter Management – temporary human and animal shelter including staffing, supplies, and accessibility.	Planning, Operational Coordination

Participant Roles and Responsibilities

- All that attend are participants and are asked to engage in the exercise.

Exercise Guidelines

- This exercise will be held in an open, no-fault environment wherein capabilities, plans, systems, and processes will be evaluated. Varying viewpoints, even disagreements, are expected.
- Respond to the scenario using your knowledge of current plans and capabilities (i.e., you may use only existing assets) and insights derived from your training.
- Decisions are not a precedent setting and may not reflect your jurisdiction's organization's final position on a given issue. This exercise is an opportunity to discuss and present multiple options and possible solutions.
- Issue identification is not as valuable as suggestions and recommended actions that could improve efforts. Problem-solving efforts should be the focus.
- The assumption is that the exercise scenario is plausible and events occur as they are presented. All players will receive information at the same time.

Exercise Structure

The presenter will lead with the scenario.

Participants are encouraged to ask questions and provide answers.

No fault atmosphere.

Exercise Scenario

August 1, 2025

According to the National Weather Service – Reno the combination of dry fuels and weather conditions increased the risk of wildfire in the area. With a shortage of rainfall, temperatures rising, and humidity dropping, a “Fire Weather Watch” is issued. This alert warns residents and fire departments of weather events that could result in extreme fire behavior over the next 24-72 hours.

Outdoor burning bans are placed in effect to reduce wildfire potential. Local parks, campsites, trails, and forestlands mandated a zero tolerance burn policy and are working to deter any visitors from starting campfires or using open-flame grills.

Local news stations report that the U.S. Forest Service responded to several brush fires in the region. The threat of wildfire was extended to populated areas, including communities near wildfire-prone lands. Residents have also been encouraged to create 100 feet of defensible space around their homes to establish a safety zone from airborne embers and low-lying vegetation.

11:30 AM – a hiker on Beckwourth Peak calls 911 to report smoke on the Peak. Conditions will quickly worsen due to erratic wind gusts. The wildfire will push toward Gold Mountain, Iron Horse and the City of Portola.

Exercise Evaluation

Evaluation of the exercise is based on the exercise objectives and aligned capabilities, capability targets, and critical tasks, which are documented in Exercise Evaluation Guides (EEGs). Evaluators have EEGs for each of their assigned areas. Additionally, players will be asked to complete participant feedback forms. These documents, coupled with facilitator observations and notes, will be used to evaluate the exercise and compile the After-Action Report (AAR)/Improvement Plan (IP).

RESOLUTION NO. 2621

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR PAYROLL FOR THE PERIOD
JUNE 14th, 2025, THROUGH JUNE 27th, 2025 AND ACCOUNTS PAYABLE
FROM
JUNE 26th, 2025, THROUGH JULY 9th, 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.

Check Nos:	Amount
47146-47182	\$307,722.19
None	VOID
Total Accounts Payable	\$307,722.19
Payroll:	
06/14/2025-06/27/2025	\$59,657.93
Total Payroll	\$59,657.93
Total Claims	\$367,380.12

PASSED, APPROVED AND ADOPTED this 9th day of July 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 July 9th, 2025.

Malachi Mansfield, Deputy City Clerk

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0169	PETE RHODE							
I-202506253503	PETE RHODE	R	6/25/2025			047146		
100 414-601.06	EVENTS	SET UP - MUSIC IN PA		300.00				
100 414-601.06	EVENTS	SET UP - MUSIC IN PA		300.00				600.00
0015	AMERIGAS							
I-202506293505	AMERIGAS	R	6/30/2025			047147		
710 325-600.04	GAS AND ELECTRIC	PROPANE		1,206.77				1,206.77
0118	KANSAS LIFE INSURANCE CO							
I-202506293526	KANSAS LIFE INSURANCE CO	R	6/30/2025			047148		
100 111-510.01	PERSONNEL COSTS	LIFE INS		13.93				
100 111-510.01	PERSONNEL COSTS	LIFE INS		7.38				
100 113-510.01	PERSONNEL COSTS	LIFE INS		1.64				
100 311-510.01	PERSONNEL COSTS	LIFE INS		4.10				
207 315-510.01	PERSONNEL COSTS	LIFE INS		4.92				
208 317-510.01	PERSONNEL COSTS	LIFE INS		4.92				
710 311-510.01	PERSONNEL COSTS	LIFE INS		26.23				
720 311-510.01	PERSONNEL COSTS	LIFE INS		15.57				
730 311-510.01	PERSONNEL COSTS	LIFE INS		3.28				81.97
0133	LIBERTY UTILITIES							
I-202506293513	LIBERTY UTILITIES	R	6/30/2025			047149		
100 311-600.04	GAS AND ELECTRIC	ELECTRIC		484.72				
100 413-600.04	GAS AND ELECTRIC	ELECTRIC		98.92				
100 414-600.04	GAS AND ELECTRIC	ELECTRIC		410.39				
100 411-600.04	GAS AND ELECTRIC	ELECTRIC		2,162.72				
207 213-600.41	STREET LIGHTING	ELECTRIC		6,234.77				
710 311-600.04	GAS AND ELECTRIC	ELECTRIC		236.53				
720 311-600.04	GAS AND ELECTRIC	ELECTRIC		2,035.48				11,663.53
0136	MANHARD CONSULTING							
I-202506293514	MANHARD CONSULTING	R	6/30/2025			047150		
100 117-600.18	PROFESSIONAL SERVICES	PROFESSIONAL SERVICE		4,160.00				4,160.00
0192	PURCHASE POWER - PITNEY BOWES							
I-202506293518	PURCHASE POWER - PITNEY BOWES	R	6/30/2025			047151		
100 111-600.02	POSTAGE	METER REFILL		570.10				
100 113-600.02	POSTAGE	METER REFILL		570.10				
710 311-600.02	POSTAGE	METER REFILL		570.10				
720 311-600.02	POSTAGE	METER REFILL		570.10				
730 311-600.02	POSTAGE	METER REFILL		570.10				2,850.50

EXHIBIT A

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0260	VERIZON WIRELESS							
I-202506293520	VERIZON WIRELESS	R	6/30/2025			047152		
100 411-600.05	TELEPHONE	LANDLINES		23.50				
100 413-600.05	TELEPHONE	LANDLINES		28.05				
100 212-600.05	TELEPHONE	LANDLINES		28.05				
710 311-600.05	TELEPHONE	LANDLINES		49.36				
720 311-600.05	TELEPHONE	LANDLINES		49.36				
100 111-600.05	TELEPHONE	LANDLINES		37.02				
100 113-600.05	TELEPHONE	LANDLINES		37.02				
100 311-600.05	TELEPHONE	LANDLINES		37.02				
100 114-600.05	TELEPHONE	LANDLINES		65.06				354.44
0260	VERIZON WIRELESS							
I-202506293521	VERIZON WIRELESS	R	6/30/2025			047153		
710 325-600.05	TELEPHONE	LDTWP DATA PLAN		108.05				108.05
0260	VERIZON WIRELESS							
I-202506293522	VERIZON WIRELESS	R	6/30/2025			047154		
710 311-600.05	TELEPHONE	CELL PHONES		121.75				
720 311-600.05	TELEPHONE	CELL PHONES		145.26				
100 117-600.05	TELEPHONE	CELL PHONES		41.36				
100 411-600.05	TELEPHONE	CELL PHONES		36.72				345.09
000086	ADCOCK - CRESCENT TOW AND REPA							
I-202506293507	ADCOCK - CRESCENT TOW AND REPA	R	6/30/2025			047155		
100 212-600.95	CODE ENFORCEMENT	TOWING		875.00				875.00
000107	CXT INCORPORATED							
I-202506293508	CXT INCORPORATED	R	6/30/2025			047156		
100 414-600.91	GRANT EXPENDITURES	RIVERWALK RESTROOMS		148,084.76				148,084.76
000069	MARLIN LEASING CORP - PEAC							
I-202506293517	MARLIN LEASING CORP - PEAC	R	6/30/2025			047157		
100 111-600.48	EQUIPMENT LEASE	XEROX LEASE		122.59				
100 113-600.48	EQUIPMENT LEASE	XEROX LEASE		122.59				
710 311-600.48	EQUIPMENT LEASE	XEROX LEASE		81.72				
720 311-600.48	EQUIPMENT LEASE	XEROX LEASE		81.72				408.62
1	NEVADA STATE TREASURER							
I-202506293516	WITHHOL	R	6/30/2025			047158		
650 000-201.03	Nevada State Treas. FEE	NEWH FEE REMIT / CS2		28.00				28.00
1	RENEE MENDONCA							
I-202506273504	POOL REIMBURSE	R	6/30/2025			047159		
100 411-405.22	RECREATION FEES POOL ADMISSIONREIMBURSEMENT FROVER			25.00				25.00

VENDOR SET: 01 City of Portola
BANK: PC POOLED CASH - PLUMAS
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *

NO

INVOICE AMOUNT

DISCOUNTS

CHECK AMOUNT

REGULAR CHECKS: 14 170,791.73 0.00 170,791.73

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	21.31
100 111-600.02	POSTAGE	570.10
100 111-600.05	TELEPHONE	37.02
100 111-600.48	EQUIPMENT LEASE	122.59
100 113-510.01	PERSONNEL COSTS	1.64
100 113-600.02	POSTAGE	570.10
100 113-600.05	TELEPHONE	37.02
100 113-600.48	EQUIPMENT LEASE	122.59
100 114-600.05	TELEPHONE	65.06
100 117-600.05	TELEPHONE	41.36
100 117-600.18	PROFESSIONAL SERVICES	4,160.00
100 212-600.05	TELEPHONE	28.05
100 212-600.95	CODE ENFORCEMENT	875.00
100 311-510.01	PERSONNEL COSTS	4.10
100 311-600.04	GAS AND ELECTRIC	484.72
100 311-600.05	TELEPHONE	37.02
100 411-405.22	RECREATION FEES POOL ADMISSION	25.00
100 411-600.04	GAS AND ELECTRIC	2,162.72
100 411-600.05	TELEPHONE	60.22
100 413-600.04	GAS AND ELECTRIC	98.92
100 413-600.05	TELEPHONE	28.05
100 414-600.04	GAS AND ELECTRIC	410.39
100 414-600.91	GRANT EXPENDITURES	148,084.76
100 414-601.06	EVENTS	600.00
	*** FUND TOTAL ***	158,647.74
207 213-600.41	STREET LIGHTING	6,234.77
207 315-510.01	PERSONNEL COSTS	4.92
	*** FUND TOTAL ***	6,239.69

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
208 317-510.01	PERSONNEL COSTS	4.92
	*** FUND TOTAL ***	4.92
650 000-201.03	Nevada State Treas. FEE	28.00
	*** FUND TOTAL ***	28.00
710 311-510.01	PERSONNEL COSTS	26.23
710 311-600.02	POSTAGE	570.10
710 311-600.04	GAS AND ELECTRIC	236.53
710 311-600.05	TELEPHONE	171.11
710 311-600.48	EQUIPMENT LEASE	81.72
710 325-600.04	GAS AND ELECTRIC	1,206.77
710 325-600.05	TELEPHONE	108.05
	*** FUND TOTAL ***	2,400.51
720 311-510.01	PERSONNEL COSTS	15.57
720 311-600.02	POSTAGE	570.10
720 311-600.04	GAS AND ELECTRIC	2,035.48
720 311-600.05	TELEPHONE	194.62
720 311-600.48	EQUIPMENT LEASE	81.72
	*** FUND TOTAL ***	2,897.49
730 311-510.01	PERSONNEL COSTS	3.28
730 311-600.02	POSTAGE	570.10
	*** FUND TOTAL ***	573.38

VENDOR SET: 01	BANK: PC	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			14	170,791.73	0.00	170,791.73
BANK: PC	TOTALS:		14	170,791.73	0.00	170,791.73
REPORT TOTALS:			14	170,791.73	0.00	170,791.73

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0007	ALPINE FIRE SERVICES, INC							
I-202507023528	ALPINE FIRE SERVICES, INC	R	7/09/2025			047164		
100 411-600.07	EQUIPMENT REPAIR/MAINTENANCE	FIRE EXT SERVICE		116.06				116.06
0046	EMPIRE SOUTHWEST, LLC							
I-202507023533	EMPIRE SOUTHWEST, LLC	R	7/09/2025			047165		
211 315-600.42	STREET REPAIR	PARTS		385.00				
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	PARTS		1,581.62				
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	PARTS		1,581.63				3,548.25
0063	CURRENT ELECTRIC & ALARM, INC							
I-202507023530	CURRENT ELECTRIC & ALARM, INC	R	7/09/2025			047166		
100 413-600.45	BUILDING EXPENSE	SECURITY MONITORING		135.00				
100 111-600.45	BUILDING EXPENSE	SECURITY MONITORING		135.00				
100 411-600.45	BUILDING EXPENSE	SECURITY MONITORING		90.00				
710 325-600.45	BUILDING EXPENSE	SECURITY MONITORING		195.00				555.00
0078	ENCOMPASS							
I-202507023534	ENCOMPASS	R	7/09/2025			047167		
100 111-600.06	MATERIALS AND SUPPLIES	XEROX		130.61				
100 113-600.06	MATERIALS AND SUPPLIES	XEROX		130.61				
710 311-600.06	MATERIALS AND SUPPLIES	XEROX		87.07				
720 311-600.06	MATERIALS AND SUPPLIES	XEROX		87.07				435.36
0086	FOLCHI LOGGING & CONSTR., INC.							
I-202507023535	FOLCHI LOGGING & CONSTR., INC.	R	7/09/2025			047168		
710 311-600.76	LINE REPAIR	CONTRACT WORK		640.00				640.00
0090	GRAINGER INC							
I-202507023536	GRAINGER INC	R	7/09/2025			047169		
100 411-600.06	MATERIALS AND SUPPLIES	PARTS		95.95				
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	PARTS		31.66				127.61
0134	LOST SIERRA CHAMBER OF							
I-202507023538	LOST SIERRA CHAMBER OF	R	7/09/2025			047170		
100 112-600.31	DUES/MEMBERSHIPS	LOST SIERRA CHAMBER		235.00				235.00
0162	OPERATING ENGINEERS _PUBLIC EM							
I-202507023539	OPERATING ENGINEERS _PUBLIC EM	R	7/09/2025			047171		
100 113-510.01	PERSONNEL COSTS	AUGUST PREMIUM		257.52				
100 114-510.01	PERSONNEL COSTS	AUGUST PREMIUM		257.52				
100 311-510.01	PERSONNEL COSTS	AUGUST PREMIUM		643.80				
207 315-510.01	PERSONNEL COSTS	AUGUST PREMIUM		772.56				
208 317-510.01	PERSONNEL COSTS	AUGUST PREMIUM		1,545.12				
710 311-510.01	PERSONNEL COSTS	AUGUST PREMIUM		4,892.88				
720 311-510.01	PERSONNEL COSTS	AUGUST PREMIUM		3,862.80				
730 311-510.01	PERSONNEL COSTS	AUGUST PREMIUM		643.80				12,876.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0166	PARCEL QUEST							
I-202507023540	PARCEL QUEST	R	7/09/2025			047172		
100 117-600.31	DUES/MEMBERSHIPS	RENEWAL		900.00				
710 311-600.31	DUES/MEMBERSHIPS	RENEWAL		749.50				
720 311-600.31	DUES/MEMBERSHIPS	RENEWAL		749.50				2,399.00
0220	SINDEX PRINTING & GRAPHICS INC							
I-202507023542	SINDEX PRINTING & GRAPHICS INC	R	7/09/2025			047173		
710 311-600.06	MATERIALS AND SUPPLIES	UTILITY BILLS		1,070.00				
720 311-600.06	MATERIALS AND SUPPLIES	UTILITY BILLS		1,070.00				
730 311-600.06	MATERIALS AND SUPPLIES	UTILITY BILLS		535.00				2,675.00
0246	TYLER TECHNOLOGIES, INC							
I-202507023544	TYLER TECHNOLOGIES, INC	R	7/09/2025			047174		
100 113-600.47	TECHNICAL SUPPORT	ANNUAL MAINTENANCE		4,953.65				
710 311-600.47	TECHNICAL SUPPORT	ANNUAL MAINTENANCE		11,946.28				
100 114-600.47	Tech Support - Incode	ANNUAL MAINTENANCE		2,317.69				
730 311-600.47	Tech Support - Incode	ANNUAL MAINTENANCE		3,976.00				
720 311-600.47	TECHNICAL SUPPORT	ANNUAL MAINTENANCE		9,940.00				33,133.62
0264	WESTERN NEVADA SUPPLY							
I-202507023537	WESTERN NEVADA SUPPLY	R	7/09/2025			047175		
710 311-600.76	LINE REPAIR	PARTS		2,386.58				2,386.58
0006	ALLIANT INSURANCE SERVICES, INC							
I-202507023529	ALLIANT INSURANCE SERVICES, INC	R	7/09/2025			047176		
100 311-600.15	INSURANCE	RENEWAL PREMIUM		2,332.33				
710 311-600.15	INSURANCE	RENEWAL PREMIUM		2,332.33				
720 311-600.15	INSURANCE	RENEWAL PREMIUM		2,332.34				6,997.00
000029	COUNTRY BREEZE CLEANING							
I-202507023547	COUNTRY BREEZE CLEANING	R	7/09/2025			047177		
100 111-600.45	BUILDING EXPENSE	JANITORIAL SERVICE		133.33				
710 311-600.45	BUILDING EXPENSE	JANITORIAL SERVICE		133.33				
720 311-600.45	BUILDING EXPENSE	JANITORIAL SERVICE		133.34				400.00
0091	GRANITE CONSTRUCTION, INC							
I-202507023546	GRANITE CONSTRUCTION, INC	R	7/09/2025			047178		
211 315-600.42	STREET REPAIR	MATERIAL		7,475.94				7,475.94
000098	MDK, LLC WESTERN ENVIRONMENTA							
I-202507023545	MDK, LLC WESTERN ENVIRONMENTA	R	7/09/2025			047179		
710 311-600.51	TESTING	LAB TESTING		252.87				
720 311-600.51	TESTING	LAB TESTING		427.08				679.95

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0176	PLUMAS CO FLOOD CONTROL & WATE							
I-202507023541	PLUMAS CO FLOOD CONTROL & WATE	R	7/09/2025			047180		
710 311-600.71	WATER SUPPLY PURCHASE	LAKE DAVIS		59,348.69				59,348.69
1	RYAN BONK							
I-202507023531	EMPLOYEE REIMBURSEME	R	7/09/2025			047181		
100 111-600.30	CONFERENCE/TRAVEL	RYAN BONK:EMPLOYEE R		191.80				191.80
0239	THATCHER , INC							
I-202507023543	THATCHER , INC	R	7/09/2025			047182		
100 411-600.06	MATERIALS AND SUPPLIES	CHEMICALS		2,709.60				2,709.60

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	19	136,930.46	0.00	136,930.46
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
100 111-600.06	MATERIALS AND SUPPLIES	130.61
100 111-600.30	CONFERENCE/TRAVEL	191.80
100 111-600.45	BUILDING EXPENSE	268.33
100 112-600.31	DUES/MEMBERSHIPS	235.00
100 113-510.01	PERSONNEL COSTS	257.52
100 113-600.06	MATERIALS AND SUPPLIES	130.61
100 113-600.47	TECHNICAL SUPPORT	4,953.65
100 114-510.01	PERSONNEL COSTS	257.52
100 114-600.47	Tech Support - Incode	2,317.69
100 117-600.31	DUES/MEMBERSHIPS	900.00
100 311-510.01	PERSONNEL COSTS	643.80
100 311-600.15	INSURANCE	2,332.33
100 411-600.06	MATERIALS AND SUPPLIES	2,805.55
100 411-600.07	EQUIPMENT REPAIR/MAINTENANCE	116.06
100 411-600.45	BUILDING EXPENSE	90.00
100 413-600.45	BUILDING EXPENSE	135.00
*** FUND TOTAL ***		15,765.47

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
207 315-510.01	PERSONNEL COSTS	772.56
	*** FUND TOTAL ***	772.56
208 317-510.01	PERSONNEL COSTS	1,545.12
	*** FUND TOTAL ***	1,545.12
211 315-600.42	STREET REPAIR	7,860.94
	*** FUND TOTAL ***	7,860.94
710 311-510.01	PERSONNEL COSTS	4,892.88
710 311-600.06	MATERIALS AND SUPPLIES	1,157.07
710 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	1,613.28
710 311-600.15	INSURANCE	2,332.33
710 311-600.31	DUES/MEMBERSHIPS	749.50
710 311-600.45	BUILDING EXPENSE	133.33
710 311-600.47	TECHNICAL SUPPORT	11,946.28
710 311-600.51	TESTING	252.87
710 311-600.71	WATER SUPPLY PURCHASE	59,348.69
710 311-600.76	LINE REPAIR	3,026.58
710 325-600.45	BUILDING EXPENSE	195.00
	*** FUND TOTAL ***	85,647.81
720 311-510.01	PERSONNEL COSTS	3,862.80
720 311-600.06	MATERIALS AND SUPPLIES	1,157.07
720 311-600.07	EQUIPMENT REPAIR/MAINTENANCE	1,581.63
720 311-600.15	INSURANCE	2,332.34
720 311-600.31	DUES/MEMBERSHIPS	749.50
720 311-600.45	BUILDING EXPENSE	133.34
720 311-600.47	TECHNICAL SUPPORT	9,940.00
720 311-600.51	TESTING	427.08
	*** FUND TOTAL ***	20,183.76
730 311-510.01	PERSONNEL COSTS	643.80
730 311-600.06	MATERIALS AND SUPPLIES	535.00
730 311-600.47	Tech Support - Incode	3,976.00
	*** FUND TOTAL ***	5,154.80

VENDOR SET: 01	BANK: PC	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			19	136,930.46	0.00	136,930.46
BANK: PC	TOTALS:		19	136,930.46	0.00	136,930.46
REPORT TOTALS:			19	136,930.46	0.00	136,930.46



City of Portola
Minutes
Regular Meeting
June 25, 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. Roll Call

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

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

B. Pledge of Allegiance

Led by Mayor Jim Murphy

2. Public Comments

Public Comment: None

3. City Communications

A. City Council Communications

Councilmember Turner had complimented Public Works for the preparation of the city public spaces for the Gravel Grinders Race.

Councilmember Battaglia attended Firesafe council in June and hosted Firewise with Lori Pini from Plumas County also in June. Battaglia asked about going over the city's signage and seeing what needs updating.

Councilmember Morton commented on the bike race and that it was well attended.

Mayor Pro-Tem Powers attended the Transportation Commision meeting.

Mayor Murphy commented on the racers engaging with the local businesses.

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

Beckwourth Peak Fire Protection District: None

Plumas County Sheriff: No representative from the Plumas County Sheriff's office was present to report.

Northern Sierra Air Quality District: Councilmember Battaglia was present to give the report. Wood vouchers requests are full. Green waste programs are not accepting new vouchers.

C. Staff Communications

None

D. City Manager Report

City Manager Ryan Bonk gave a report with updates to the pavement rehabilitation crew and planned attendance to an upcoming CalOES meeting focusing on crisis management.

4. **Consent Agenda**

A. Claims:

Adopt Resolution No. 2616. The resolution authorizes payment of payroll from May 31st, 2025, through June 13th, 2025, and payment of accounts payable from June 12th, 2025, through June 25th, 2025.

The amount of payroll to be paid is \$40,707.15

The amount of accounts payable to be paid is \$35,871.91

The total amount to be paid is \$76,579.06

B. Minutes:

Adopt the minutes from the June 11th, 2025 Regular Meeting of the City Council.

Councilmember Mikki Battaglia 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 Leah Turner**
Aye **Councilmember Mikki Battaglia** Aye **Councilmember Pat Morton**

5. **GANN Limit, Investment Policy, Pay Schedules and CCR 570.5 resolution and Budget Adoption**

City Manager Ryan Bonk presented the budget. Finance Officer Susan Scarlett answered questions from the council.

Councilmember Leah Turner motioned to approve. Councilmember Mikki Battaglia seconded the motion.

The roll call vote:

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

6. **MGE Engineering: Change Order**

City Manager Ryan Bonk presented the change order to the council. Bonk answered questions from the council.

Mayor Jim Murphy motioned to approve. Councilmember Leah Turner seconded the motion.

The roll call vote:

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

7. Clean California Community Designation

City Manager Ryan Bonk presented the Clean Communities California program to the council. It is the city manager's opinion that the designation would be attainable given the current record of accomplishment of the city for community cleanliness efforts. The council directed Bonk to pursue this designation.

Mayor Jim Murphy motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The motion passed with the following vote:

5 In Favor 0 Opposed
 Abstained Absent Recused

8. Community Choice Aggregation: City of South Lake Tahoe Invitation to Participate

City Manager Ryan Bonk presented an invitation from the city of South Lake Tahoe to participate in an exploratory process to discover the viability of community choice utilities. The council gave approval.

Mayor Jim Murphy motioned to approve. Mayor Pro-Tem Bill Powers seconded the motion.

The motion passed with the following vote:

5 In Favor 0 Opposed
 Abstained Absent Recused

9. Closed Session

A. Closed Session Pursuant to Government Code Section 54956.9(d)(2), Exposure to Litigation, One Case
No Reportable Action

10. Adjournment

The Regular Meeting of the City Council adjourned at 7:15 PM.

Sierra Buttes Trail Stewardship - Beckwourth Peak Trail



Sierra Buttes Trail Stewardship's Lost and Found Gravel Festival Economic Impact to Portola

June 14, 2025

1,018 Riders

\$317 average spending per rider
(based on survey responses)

\$322,706 of spending locally





MEETING DATE: July 9, 2025

AGENDA ITEM: 6. Independent Audit Quote: Years 2026 through 2028

FROM: Ryan Bonk

RE: Independent Audit Quote: Years 2026 through 2028

EXECUTIVE SUMMARY:

Staff has obtained a 3-year proposal for audit and financial statement work from CliftonLarsonAllen LLP, Certified Public Accountants and experts in government standards. The work includes completing the annual audit for the City and preparation of financial statements. The preparation of the pension liability and the report on the GANN appropriation's limit calculations are also included.

The firm changes the lead auditor and the staff auditors on a regular basis. For the 2024 audit there was a complete change of auditors. The company has our history which is helpful in limiting staff time which is a plus. With new auditors from time to time it assures that there are fresh sets of eyes on our records.

On 05/14/2025, the Finance and Administration Committee met to discuss the attached quote for independent auditing services for years 2026-2028. The Finance and Administration Committee recommended accepting the quote and passing this to the City Council for review and approval.

RECOMMENDATION:

This is highly specialized work and staff recommends continuing with the services of CliftonLarsonAllen. Staff recommends that the City Council approve the quote from CliftonLarsonAllen LLP.

FISCAL IMPACT:

2026: \$43,500.00

2027: \$45,000.00

2028: \$46,500.00

ATTACHMENTS:

A. CLIFTONLARSONALLEN LLP QUOTE



CliftonLarsonAllen LLP
CLAconnect.com

April 22, 2025

Susan Scarlett
City of Portola, California
35 Third Ave
Portola, CA 96122

Dear Susan:

Thank you for the opportunity to continue to serve the City of Portola (the City) as your independent audit provider for the years ended June 30, 2026, 2027 and 2028. Over the years, our partnership has been built on a foundation of trust, professionalism, and a shared commitment to excellence. We have thoroughly enjoyed working with your team and are confident that our continued collaboration will continue to enhance our partnership.

Based on our understanding of the City and its operations, we propose fees of \$43,500, \$45,000 and \$46,500 for the years ended June 30, 2026, 2027 and 2028, respectively. The quoted fees include the audit of the basic Financial Statements of the City, calculation of the City's Pension Liability based on CalPERS GASB 68 Cost-Sharing Accounting Valuation Report and the GANN Appropriations Limit agreed upon procedures. The table below breaks down the cost by deliverable.

	JUNE 30, 2026	JUNE 30, 2027	JUNE 30, 2028
AUDIT OF THE CITY' S BASIC FINANCIAL STATEMENTS	\$41,500	\$43,000	\$44,500
CACULATION OF THE CITY'S PENSION LIABILITY BASED ON CALPERS GASB 8 COST-SHARING ACCOUNTING VALUATION REPORT	\$1,250	\$1,250	\$1,250
GANN APPROPRIATIONS LIMIT AGEED UPON PROCEDURES	\$750	\$750	\$750
TOTAL	\$43,500	\$45,000	\$46,500

At CLA, we are committed to a transparent and predictable pricing structure. We limit annual fee increases and adopt a no-surprises approach. This means that you can expect consistent and reliable pricing without unexpected changes. Our goal is to provide exceptional service while maintaining the highest standards of integrity and professionalism. Our fixed-fee quote is designed with an understanding that:

- City personnel will provide documents and information requested in a timely fashion.
- City information will be available in September to begin testwork, or at an agreed upon date.
- The operations of the City do not change significantly.
- There are no significant changes to the scope, including no significant changes in auditing, accounting, or reporting requirements.

Thank you again for this opportunity and please contact us if we can provide additional information on our firm or our proposal.

Sincerely,

CliftonLarsonAllen LLP



Brianne Wiese, CPA
Principal
310-592-3940
brianne.wiese@claconnect.com



MEETING DATE: July 9, 2025

FROM: Ryan Bonk

RE: Plumas Rural Services: Request to Consider Family Pool Pass Discount

BACKGROUND:

Plumas Rural Services, a 501(c)(3) non-profit organization, reached out to staff to inquire about the potential of the City providing discounted family pool passes for this season. The group anticipates purchasing four (4) family pool passes if a discount is approved.

EXECUTIVE SUMMARY:

The request from Plumas Rural Services is as follows:

Dear Ryan Bonk and Honorable City Council Members,

We are writing on behalf of the Early Start Family Resource Center and the Family Empowerment Center at Plumas Rural Services to express our sincere gratitude for the City's continued support of families in our community. As part of our ongoing efforts to promote child safety and meaningful family engagement, we are seeking to provide pool passes to local families in Portola this summer.

Our goal is to offer low-income families access to safe, healthy recreational opportunities that they may otherwise be unable to afford. Along with each pool pass, families receive a pool bag filled with water safety materials and helpful family resources to promote safe and fun summer activities.

Currently, we have \$500 in funding allocated toward this initiative, which would allow us to purchase two family pool passes at the current rate. However, with a generous discount from the City, we would be able to reach more families and significantly expand the impact of this program.

We truly believe this initiative offers a meaningful opportunity for families to connect, stay active, and enjoy a safe summer experience. We are deeply grateful for your consideration, and we would be honored by any discount or support the City of Portola may be able to provide to help us serve more families.

Thank you again for your time and for your dedication to supporting the well-being of our community.

Warm regards,

Early Start Family Resource Center & Family Empowerment Center

Plumas Rural Services

In response to the request, staff requested the following additional information. Responses from Plumas Rural Services are included below:

- **Is there a selection process or criteria for families that may be selected to receive the passes?**

At the Early Start Family Resource Center, we support parents and caregivers of children with disabilities ages 0–5. The Family Empowerment Center serves families of children and young adults with disabilities up to age 22. Pool pass recipients would come from these families we currently serve.

While we do not collect formal income data, most of our families qualify for free or reduced school lunch, and many face economic hardship.

We do not have a formal selection process in place; however, we have identified a small group of families who would benefit greatly from receiving a pool pass and accompanying summer safety materials.

- **Are there similar efforts occurring at the pool in Quincy?**

Yes, Quincy is participating in this initiative. We have already secured pool passes for several families residing in Quincy through similar funding and collaboration.

- **Is there a requirement for eligible recipients to be residents of Portola and/or have a Portola address?**

Yes, recipients of City of Portola pool passes must be Portola residents with a Portola address. We are also extending this effort to neighboring communities—such as Quincy and potentially Taylorsville—with the understanding that residency in those communities will also be a requirement for participation there.

RECOMMENDATION:

Staff recommends that the City Council review the request and confirm the request would serve public interest and benefit the community.

Staff believes the proposed discount request will encourage access for underserved populations.

Staff is recommending a discount of 25% from the regular price of a Family Season Pass (\$180) for a discounted rate of \$135.

FISCAL IMPACT:

The financial impact is a 25% discount off the full price of a Family Season Pass. The potential positive of approval is that families that may not have been able to afford a pass will be able to participate in the pool and potentially make additional purchases during their visits. The operation of the pool does not change

with this request so there is no additional staff costs incurred.



MEETING DATE: July 9, 2025

AGENDA ITEM: 8. TCE Solutions Inc.: Senior Code Enforcement Contract

FROM: Ryan Bonk

RE: TCE Solutions Inc.: Senior Code Enforcement Contract

EXECUTIVE SUMMARY:

The City has requested a quote from TCE Solutions Inc. to continue to provide professional services for Senior Code Enforcement Services for Fiscal Year 2025-2026. Attached is the draft contract for the City Council to consider. TCE Solutions has also provided the attached progress report detailing the prior efforts.

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. Review of Code Enforcement Policies and Procedures to enhance the program
- e. Streamline the Administrative Citation process by improving the Notices of Violation and Administrative Citations
- f. Continue advancing challenging cases that require substantial and/or Senior Code Enforcement assistance throughout the course of the case
- g. Examine the creation of a receivership process to self-fund the abatement of dangerous buildings
- h. Examine the potential to create a permit process for a Short-Term Rental program
- i. Examine the potential to create a Rental Housing Inspection Program to address substandard conditions in residential homes of two or more units

FISCAL IMPACT:

The agreement will be in effect for fiscal year 2025-2026.

Budget Breakdown:

Adopted Budget Fiscal Year 2025-2026: \$15,360.00

TCE Solutions Inc. Not To Exceed: \$14,960.00

The not to exceed value of this contract is included in the adopted 2025-2026 fiscal year budget under the *Law Enforcement, Professional Services* line item.

RECOMMENDATION:

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

ATTACHMENTS:

- A. CODE ENFORCEMENT SERVICES UPDATE JUNE 2025
- B. TCE SOLUTIONS PROFESSIONAL SERVICES AGREEMENT FY2025-2026-PSA-001

CODE ENFORCEMENT SERVICES UPDATE REPORT

June 2025

CURRENT STATUS

Key Functions and Program Overview:

- Addressing housing, zoning, building and abandoned vehicle abatement (AVA) violations
 - Prioritizing public life, health, safety and improving quality of life
 - Unsafe and dangerous housing conditions and substandard conditions
 - i. Addressing and providing resources to tenants with law enforcement stand-by
 - Promoting voluntary compliance through education and respectful communication
- Officer safety awareness
- Attractive Nuisances
- Building violations
- Understanding zoning map and reading of plans
- Short-Term Rentals processes and enforcement
- Unpermitted Open-Air Vendors
- Weed Abatement Overview
- Due Process
 - Notices, Administrative Citations, Administrative Hearings
 - Ethics as a government employee with enforcement duties

Duties:

- Complaint intakes assigning case numbers and prioritizing cases loads
- Conducting field surveys, investigations, and maintaining detailed case files in chronological order with accurate documentation and photographs
 - i. Importance of taking photographs and interview techniques for evidentiary purposes
- Issuing warnings (verbal or non-verbal), Notices of Violation and citations
- Constant communication and working directly with property owners and violators to establish corrective action plans and compliance deadlines
- Supporting the overall goals of municipal code enforcement programs

Current Statistics:

- 54 out of the 95 cases reported have been priority 1 and only 13 remain open
- 24 have been priority 2 and only 11 remain open
- 17 have been priority 3 and only 5 remain open
- Case Statistics: August 5, 2024 thru June 16, 2025
 - Cases reported to date – 95
 - Cases that remain OPEN - 29
 - Cases that are CLOSED - 66

Senior Code Enforcement Training Assistance & Progress:

- PEO Brian Attama successfully completed the required 120 training hours of training in November to become a Certified Code Enforcement Officer (CCEO) through the California Association of Code Enforcement Officers
- In November of 2024, Brian successfully completed a Peace Officer Standards Training (Post), PC 832 Arrest, Search and Seizure
 - He is now able to issue court citations in addition to the administrative citations
- Brian successfully completed the California Law Enforcement Telecommunication System (CLETS), Less Than Full Access training in January of 2025
- In August of 2025, he will have completed his one-year experience in Code Enforcement which will qualify him to obtain his certification and become a Certified Code Enforcement Officer (CCEO)

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

Date: July 9, 2025

Project Name: Senior Code Enforcement Services- Fiscal Year 2025-2026

City of Portola Project No.: FY2025-2026-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, 2026, 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.
Other authorized representative(s):			Other authorized representative(s):	

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 2025-2026

PROJECT NO.: FY2025-2026-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. Review of Code Enforcement Policies and Procedures to enhance the program
- e. Streamline the Administrative Citation process by improving the Notices of Violation and Administrative Citations
- f. Continue advancing challenging cases that require substantial and/or Senior Code Enforcement assistance throughout the course of the case
- g. Examine the creation of a receivership process to self-fund the abatement of dangerous buildings
- h. Examine the potential to create a permit process for a Short-Term Rental program
- i. Examine the potential to create a Rental Housing Inspection Program to address substandard conditions in residential homes of two or more units

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 2025-2026

PROJECT NO.: FY2025-2026-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.

DETAILS	FY 25-26 ALL INCLUSIVE FEE / HOURLY RATE
Senior Code Enforcement Officer	\$85.00
Total Hours	176
Total Not to Exceed Fee	176 Hours x \$85.00/Hour = \$14,960.00

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. 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

\$ 14,960.00

ATTACHMENT C

PROJECT NAME: Senior Code Enforcement Services- Fiscal Year 2025-2026

PROJECT NO.: FY2025-2026-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

SUB-CONSULTANT

SUB-CONSULTANT

SUB-CONSULTANT
