

**RESOLUTION NO. 2522**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA  
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD  
July 13, 2022 THROUGH August 11, 2022.**

**ACCOUNTS PAYABLE**  
**CHECK NUMBERS: 44083-44085**  
**CHECK NUMBERS: 44086-44124**  
**CHECK NUMBERS: 44125-44175**  
**REFUND CHECK: 44176**

**PAYROLL**  
**CHECK NUMBERS: 17138-17146**  
**CHECK NUMBERS: 17147-17166**  
**CHECK NUMBERS: 17136-17137**

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

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

<b>ACCOUNTS PAYABLE:</b>	<b>\$ 378,335.99</b>
<b>PAYROLL:</b>	<b><u>\$ 64,031.07</u></b>
<b>TOTAL:</b>	<b>\$ 442,367.06</b>

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

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of August, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Mercadez Flewell, Deputy City Clerk

I, Mercadez Flewell, Deputy City Clerk of the City of Portola, do hereby certify that the above and foregoing Resolution was duly passed and adopted by the City Council at the City of Portola Regular meeting thereof held on June 8, 2022.

\_\_\_\_\_  
Mercadez Flewell, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000010	I-202207200465	RENO PAINT MART INC STREET REPAIR	R	7/27/2022		269.86	044086	269.86
000011	I-202207200479	SUNBELT RENTALS, INC ARPA	R	7/27/2022		1,305.53	044087	1,305.53
000014	I-202207200491	SWIMOUTLET POOL SUPPLIES	R	7/27/2022		59.54	044088	59.54
000016	I-202207200500	PENHALL COMPANY SEWER SYSTEM IMPROVEMENTS	R	7/27/2022		836.00	044089	836.00
000017	I-202207200499	JENSEN PRECAST SEWER SYSTEM IMPROVEMENT	R	7/27/2022		2,786.36	044090	2,786.36
000018	I-202207200498	CINTAS WATER/SEWER SUPPLIES	R	7/27/2022		1,654.60	044091	1,654.60
000019	I-202207200497	MY LIFEGUARD SHOP POOL SUPPLIES	R	7/27/2022		215.40	044092	215.40
0005	I-202207200483	AIRGAS, INC. ACETYLENE/OXYGEN	R	7/27/2022		223.60	044093	223.60
0010	I-202207200501	AMAZON CAPITOL SERVICES SUPPLIES	R	7/27/2022		2,487.16	044094	2,487.16
0012	I-202207200493	AMERICAN RED CROSS LIFEGUARD TRAINING	R	7/27/2022		135.00	044095	135.00
0015	I-202207200485	AMERIGAS POOL PROPANE	R	7/27/2022		281.90	044096	281.90
0021	I-202207200484	AT&T 800 EMER LINE	R	7/27/2022		4.76	044097	4.76
0023	I-202207200487	AT&T CALNET 3 SCADA/LDWTP	R	7/27/2022		68.73	044098	68.73
0031	I-202207200494	BECKWOURTH FIRE DISTRICT SUPPLIES	R	7/27/2022		4,933.50	044099	4,933.50
0031	I-202207200495	BECKWOURTH FIRE DISTRICT FIRE PROTECTION SERVICES	R	7/27/2022		39,361.97	044100	39,361.97

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0035	I-202207200470	BRADY INDUSTRIES MATERIALS & SUPPLIES	R	7/27/2022		792.83	044101	792.83
0048	I-202207200492	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	7/27/2022		23.00	044102	23.00
0052	I-202207200489	CITY OF PORTOLA BLUE HAVEN CONCERT	R	7/27/2022		500.00	044103	500.00
0055	I-202207200473	COATES TIRE CENTER ARPA/SNOW VEH REPAIR	R	7/27/2022		730.99	044104	730.99
0062	I-202207200476	CSG CONSULTANTS CODE ENFORCEMENT	R	7/27/2022		9,710.00	044105	9,710.00
0071	I-202207200466	DIV OF THE STATE ARCHITECT ADA REPORTING	R	7/27/2022		43.20	044106	43.20
0090	I-202207200462	GRAINGER WATER MATERIALS/SUPPLIES	R	7/27/2022		367.24	044107	367.24
0091	I-202207200502	GRANITE STREET/LINE REPAIR	R	7/27/2022		3,022.48	044108	3,022.48
0111	I-202207200464	JEFFERSON SUPPLY COMPANY PARKS MATERIALS & SUPPLIES	R	7/27/2022		18.77	044109	18.77
0122	I-202207200467	KIMBALL MIDWEST SNOW MATERIALS & SUPPLIES	R	7/27/2022		39.90	044110	39.90
0132	I-202207200469	LEWISPORT USA PARK SIGNS	R	7/27/2022		75.58	044111	75.58
0155	I-202207200475	NSAQMD ENGINE PERMIT	R	7/27/2022		154.41	044112	154.41
0165	I-202207200477	PALL CORPORATION LDWTP EQUIP REPAIR	R	7/27/2022		959.68	044113	959.68
0170	I-202207200490	PETER RHODE CONCERT PA SOUND	R	7/27/2022		300.00	044114	300.00
0187	I-202207200478	POLLARDWATER WATER TESTING	R	7/27/2022		51.37	044115	51.37

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0188	I-202207200481	PORTER SIMON CORPORATION LEGAL FEES	R	7/27/2022		8,040.00	044116	8,040.00
0192	I-202207200496	PURCHASE POWER METER POSTAGE	R	7/27/2022		523.36	044117	523.36
0208	I-202207200482	SAUERS ENGINEERING, INC. SEWER PROF SERVICES	R	7/27/2022		247.50	044118	247.50
0218	I-202207200463	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	7/27/2022		1,361.00	044119	1,361.00
0233	I-202207200468	SUNRISE ENVIRONMENTAL SEWER MAINT	R	7/27/2022		1,801.81	044120	1,801.81
0235	I-202207200488	SUSAN SCARLETT ACCOUNTING SERVICES	R	7/27/2022		5,000.00	044121	5,000.00
0246	I-202207200486	TYLER TECHNOLOGIES, INC INCODE SB2 GRANT	R	7/27/2022		19,784.50	044122	19,784.50
0256	I-202207200474	USA BLUE BOOK SEWER EQUIP REPAIR	R	7/27/2022		2,486.45	044123	2,486.45
0264	I-202207200472	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	7/27/2022		1,087.85	044124	1,087.85

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	39	0.00	111,745.83	111,745.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>39</b>	<b>0.00</b>	<b>111,745.83</b>	<b>111,745.83</b>

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	39	0.00	111,745.83	111,745.83
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	39	0.00	111,745.83	111,745.83

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	7/2022	85,760.92CR
207	7/2022	1,475.48CR
208	7/2022	2,003.90CR
215	7/2022	250.00CR
710	7/2022	7,827.60CR
720	7/2022	13,548.25CR
730	7/2022	879.68CR
=====		
ALL		111,745.83CR

PACKET: 00097 AP RUN 8.10.2022  
VENDOR SET: 01 CITY OF PORTOLA  
BANK: PC POOLED CASH - PLUMAS

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
000020	I-202208040551	SPURECRAZY CONCERT IN THE PARK	R	8/11/2022		1,000.00	044125	1,000.00
000021	I-202208040550	WHITewater CONCERT IN THE PARK	R	8/11/2022		1,200.00	044126	1,200.00
000022	I-202208040549	SIERRA ROC CONCERT IN THE PARK	R	8/11/2022		1,100.00	044127	1,100.00
000023	I-202208040552	DRINKING WITH CLOWNS CONCERT IN THE PARK	R	8/11/2022		1,500.00	044128	1,500.00
000024	I-202208040548	CYGNUS HOME SERVICE POOL CONCESSIONS	R	8/11/2022		1,277.01	044129	1,277.01
000025	I-202208040547	AUTO & TRUCK ELECTRIC IN EQUIP REPAIR	R	8/11/2022		489.36	044130	489.36
0008	I-202208040522	ALWAYS ANSWER 800 NUMBER	R	8/11/2022		64.32	044131	64.32
0015	I-202208040514	AMERIGAS TANK RENTAL	R	8/11/2022		16.07	044132	16.07
0022	I-202208040531	AT&T LDWTP LONG DISTANCE	R	8/11/2022		90.40	044133	90.40
0039	I-202208040535	BULLET INFORMATION TECHNOLOGY IT SERVICES	R	8/11/2022		560.00	044134	560.00
0052	I-202208040523	CITY OF PORTOLA WATER/SEWER BILLS	R	8/11/2022		8,881.32	044135	8,881.32
*VOID*	044136	VOID CHECK	V	8/11/2022			044136	**VOID**
0086	I-202208040518	FOLCHI LOGGING & CONSTR., INC. SYSTEM IMPROVEMENT	R	8/11/2022		2,048.48	044137	2,048.48
0090	I-202208040529	GRAINGER MATERIALS & SUPPLIES	R	8/11/2022		266.96	044138	266.96
0101	I-202208040506	HUNT & SONS, INC. FUEL CHARGES	R	8/11/2022		2,360.38	044139	2,360.38

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0103	I-202208040530	IEDA LABOR RELATIONS CONSULTING	R	8/11/2022		245.30	044140	245.30
0105	I-202208040505	INTERMOUNTAIN DISPOSAL REFUSE/ARPA	R	8/11/2022		8,160.88	044141	8,160.88
0111	I-202208040554	JEFFERSON SUPPLY COMPANY MATERIALS & SUPPLIES	R	8/11/2022		238.00	044142	238.00
0118	I-202208040513	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	8/11/2022		77.24	044143	77.24
0122	I-202208040525	KIMBALL MIDWEST MATERIALS & SUPPLIES	R	8/11/2022		292.80	044144	292.80
0128	I-202208040507	LAFCO LAFCO	R	8/11/2022		49,464.10	044145	49,464.10
0133	I-202208040541	LIBERTY UTILITIES CITY ELECTRIC BILLS	R	8/11/2022		8,094.89	044146	8,094.89
0136	I-202208040534	MANHARD CONSULTING PLANNING SERVICES	R	8/11/2022		4,377.50	044147	4,377.50
0141	I-202208040539	MCI MEGA PREFERRED 800 LONG DISTANCE CHARGES	R	8/11/2022		53.92	044148	53.92
0148	I-202208040512	NAPA SIERRA SUPPLIES	R	8/11/2022		140.25	044149	140.25
0162	I-202208040540	OPERATING ENGINEERS EMPLOYEE HEALTH INSURANCE	R	8/11/2022		8,337.00	044150	8,337.00
0166	I-202208040545	PARCEL QUEST ANNUAL RENEWAL	R	8/11/2022		1,799.00	044151	1,799.00
0169	I-202208040508	PETE RHODE - PA & SOUND PETE RHODE - PA & SOUND	R	8/11/2022		300.00	044152	300.00
0169	I-202208040509	PETE RHODE - PA & SOUND PETE RHODE - PA & SOUND	R	8/11/2022		300.00	044153	300.00
0169	I-202208040510	PETE RHODE - PA & SOUND PETE RHODE - PA & SOUND	R	8/11/2022		300.00	044154	300.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0175	I-202208040511	PLUMAS ACE HARDWARE SUPPLIES	R	8/11/2022		257.03	044155	257.03
0184	I-202208040516	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	8/11/2022		1,821.69	044156	1,821.69
0185	I-202208040515	PLUMAS SIERRA TELECOMMUNICAT INTERNET SERVICES	R	8/11/2022		382.00	044157	382.00
0218	I-202208040528	SILVER STATE ANALYTICAL WATER/WASTE WATER TESTING	R	8/11/2022		1,489.00	044158	1,489.00
0222	I-202208040553	SMALL CITIES ORGANIZED RISK WORKERS COMP/EAP	R	8/11/2022		142,099.00	044159	142,099.00
*VOID*	044160	VOID CHECK	V	8/11/2022			044160	**VOID**
0231	I-202208040520	SUCCEED.NET WEB HOSTING	R	8/11/2022		67.85	044161	67.85
0239	I-202208040543	THATCHER COMPANY CHEMICALS	R	8/11/2022		4,553.03	044162	4,553.03
0240	I-202208040521	THOMAS G. VALENTINO SW CONSULTING SERVICES	R	8/11/2022		585.00	044163	585.00
0249	I-202208040517	UNDERGROUND SERVICE ALERT MEMBERSHIP DUES	R	8/11/2022		300.00	044164	300.00
0252	I-202208040519	UNITED STATES POSTAL SERVICE PERMIT POSTAGE	R	8/11/2022		1,500.00	044165	1,500.00
0253	I-202208040542	US BANCORP CITY CREDIT CARD CHARGES	R	8/11/2022		5,043.02	044166	5,043.02
0256	I-202208040527	USA BLUE BOOK SUPPLIES/EQUIP REPAIR	R	8/11/2022		1,161.80	044167	1,161.80
0260	I-202208040536	VERIZON WIRELESS LANDLINES	R	8/11/2022		492.91	044168	492.91
0260	I-202208040537	VERIZON WIRELESS WIRELESS PHONES	R	8/11/2022		326.31	044169	326.31



VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0260	I-202208040538	VERIZON WIRELESS LDWTP DATA PLAN	R	8/11/2022		108.05	044170	108.05
0269	I-202208040532	XEROX FINANCIAL SERVICES COPIER LEASE	R	8/11/2022		536.26	044171	536.26
0271	I-202208040544	ZERO WASTE USA PARK SUPPLIES	R	8/11/2022		193.03	044172	193.03
0275	I-202208040533	EIP HOLDINGS II LLC BECKWOURTH RENT	R	8/11/2022		189.00	044173	189.00
1	I-202208040524	EQUIP REP CHAPMAN PRECISION	R	8/11/2022		150.00	044174	150.00
1	I-202208040546	POOL CRC ASB PLUMAS TO PACIFIC	R	8/11/2022		600.00	044175	600.00

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	49	0.00	264,890.16	264,890.16
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
<b>BANK TOTALS:</b>	<b>51</b>	<b>0.00</b>	<b>264,890.16</b>	<b>264,890.16</b>

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	49	0.00	264,890.16	264,890.16
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	51	0.00	264,890.16	264,890.16

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
100	8/2022	130,911.81CR
207	8/2022	3,680.87CR
208	8/2022	15,939.14CR
215	8/2022	725.00CR
501	8/2022	36,840.43CR
710	8/2022	31,420.91CR
720	8/2022	40,364.44CR
730	8/2022	5,007.56CR
=====		
ALL		264,890.16CR

PACKET: 00092 US - Refund  
VENDOR SET: 01 CITY OF PORTOLA  
BANK: PC POOLED CASH - PLUMAS

\*\*\*\* CHECK LISTING \*\*\*\*

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1	I-000202208020503	PHILLIPS, A G PHILLIPS, A G	R	8/11/2022		45.60	044176	45.60

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

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	45.60	45.60
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
BANK TOTALS:	1	0.00	45.60	45.60

\*\* REGISTER GRAND TOTALS \*

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	45.60	45.60
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	45.60	45.60

\*\* POSTING PERIOD RECAP \*\*

FUND	PERIOD	AMOUNT
710	8/2022	45.60CR
=====		
ALL		45.60CR

TOTAL ERRORS: 0                      TOTAL WARNINGS: 0



**City of Portola  
Minutes  
Regular Meeting  
July 13, 2022 06:00 PM  
35 Third Ave Portola 96122  
<https://www.cityofportola.com/>**

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

**1. Call to Order**

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

A. Pledge of Allegiance

Lead by Mayor Pat Morton

B. Roll Call

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

Staff Present:

Interim City Manager - Jon Kennedy

Finance Officer - Susan Scarlett

City Attorney - Steve Gross

Deputy City Clerk - Mercadez Flewell

Public Works Manager - Todd Roberts

**2. Public Comments**

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

Joshua Hart commented on cell towers.

Ashlee Sims commented on her interpretation of the duties of the City Clerk position and duties of the City Clerk.

"Mr. Piat" addressed wanting to know the finance amounts that were put into the gravel grinder event

**3. CITY COMMUNICATIONS**

A. City Council Reports

Councilmember Oels reported that he attended the Firewise meeting and the music in the park event where he discussed activities to about 20 attendees

Councilmember Powers reported he attended the music in the park event and hopes to see more people come out as the event continues until August 26th

Councilmember Peiler discussed problems with furniture being left on the road side labeled "free". He also thanked Tom Cooley, Linda Cooley and Phil Oels for all the hard work he has seen them doing around town

Mayor Pro Tem Cooley reported he attended the Firewise meeting and the music in the park

Mayor Morton reported that she attended the music in the park

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

Sheriff's Report - Officer Klundby reported that there have been 270 calls on the east side of the county, 134 for City of Portola, 8 bookings, 3 arrests, 2 domestic violence, 23 crimes have been reported and half have been solved

Fire Report - Gay Miller Vice Chair of Beckwourth Fire District reported that there was 35 calls for the month of June, 5 in Beckwourth and 30 in Portola, she also said a friendly reminder that it is peak fire season and asks all residents to be vigilant and cautious

C. City Manager Report

Interim City Manger Jon Kennedy reported that the City is looking for a full time City Clerk and that the position has been posted on the City of Portola website

4. **Resolution No 2520 Concerning COVID Remote Meetings** Councilmember Bill Powers motioned to approve. A second was made by Councilmember Phil Oels. The roll call vote:

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

Joshua Hart expressed concerns about public comment

5. **Consent Agenda**

- A. **Claims-** Adopt Resolution No. 2521 authorizing payment of claims for the period of June 23 through July 13, 2022

Accounts Payable: \$ 164,662.87

Payroll: \$ 54,423.37

Total: \$ 219,086.24

B. Approval of June 22, 2022 Minutes

Councilmember Phil Oels motioned to approve. A second was made by Councilmember Stan Peiler. The roll call vote:

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

"Mr. Piat" commented on backup material

6. **Master Charging Station Licensing Agreement / EV Range Inc** Councilmember Phil Oels motioned to approve. A second was made by Councilmember Bill Powers. The roll call vote:

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

Joshua Hart commented about the City not making money off of the charging station and he believed this charging station will not help the city with the electricity crisis and it could subject the citizens to unwanted electricity waves

Ashlee Sims commented on the city not making a profit off the charging station and had concerns about how difficult it is to put out an electric car fire.

"Mr. Piat" commented about the bidding process. She asked about the handicap spots being moved to accommodate the charging station

Antoinette Queensberry commented on the town of Graeagle's efforts on researching charging stations. She supported the city square being a good location for the stations

Councilmember Oels asked how many spots at the city square parking lot would this station take up, Todd Roberts stated it would take up two spots.

Councilmember Powers asked where the electric car charging station would be located at the city square parking lot, Todd Roberts reported that it would be located near the old Christmas tree location.

Todd Roberts addressed concerns regarding the handicap spots, they may be moved to the other side of the entrance at the city square parking lot and they will still be complaint with the ADA laws - Staff has spent the last 3 years researching this issue and clarified that the cost to put in and run our own charging station is not cost effective. The company that is putting in the charging station handles everything including maintenance. Staff's intent is to have the charging station as an economic driver.

## **7. Public Records Requests**

Interim City Manager Jon Kennedy provided an explanation to the council regarding the public records request activity that the city has been dealing with. He explained that all requests are now being managed and available to the public online. He expressed the time being spent by staff and informed council that Finance Officer Susan Scarlett has been assisting with the requests.

Councilmember Cooley asked if there are other municipalities using an online system to address public records requests, Susan Scarlett informed him there was, and a private company had about 9000 customers

Councilmember Powers addressed that the city has been dealing with a high volume of public records request for quite some time and he feels that the staff has been handling it well

Joshua Hart commented that he appreciated all the hard work Susan Scarlett has been putting into the public records requests he has submitted but was still concerned about how long some of the requests would take for responses. Susan Scarlett addressed all requests that Joshua has submitted and read them to the council

Ashlee Sims provided an opinion on the city clerk's position managing public records requests. She opposed having names of requestors online

"Mr. Piat" commented on the brownactmeeting site that's being used to manage requests

Steve Gross addressed the concern about requester's names being provided, and confirmed there is no law in California that requires the city to hide that information

## **8. Adjournment**

Mayor Morton adjourned the meeting at 7:44 p.m.

## CITY COUNCIL AGENDA STAFF REPORT

**TO:** Honorable Mayor and Members of the City Council  
**FROM:** Tom Valentino, Solid Waste Consultant  
**MEETING:** August 10, 2022  
**SUBJECT:** Groundwater Monitoring Services, City of Portola Landfill

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### BACKGROUND

At Portola Landfill, the state of California Regional Water Quality Control Board requires the city to collect samples of groundwater from wells surrounding the site, submit the samples for laboratory testing and report the results to the state agency. Since 1993, I have been involved in the groundwater monitoring program at the landfill. Groundwater samples have been collected from the eight monitoring wells installed around the landfill footprint and three domestic water wells from nearby residences on Sunset Drive. The samples have been sent to a laboratory in Bakersfield, CA for testing. When the testing was completed, we prepare a report (which is certified as true and correct under my registered civil engineer license) to send to the RWQCB in Redding. Currently, collection of samples and laboratory testing is performed on a quarterly basis and reporting on a semi-annual basis. The groundwater monitoring program is mandated to the city under Waste Discharge Requirements Order No. R5-2015-0083.

Groundwater sample collection has been performed the past 20-plus years by Patrick Flynn of Sierra Environmental of Quincy. Mr. Flynn has recently moved away from California and will not be able to continue the sample collection. I am closing in on full retirement from solid waste consulting. Accordingly, it is an appropriate time to contract with a new consultant to perform the groundwater monitoring program at Portola Landfill.

### REQUEST FOR PROPOSALS

On July 6, 2022 the city issued a request for proposal for Portola Landfill groundwater monitoring services (see attached). The RFP specified that responding firms must have relevant experience in environmental groundwater monitoring, collect and submit groundwater samples to a state of California certified laboratory, and prepare and certify reports on the lab test results, all in accordance with the WDR Order. Proposing firms were required to provide total not-to-exceed costs over a five-year period (20 calendar quarters) commencing the third quarter 2022 through the second quarter 2027.

We issued seven RFP's. Six qualified companies submitted proposals by the August 3, 2022 deadline. The companies and the total cost estimate for each over five years are:

➤ Broadbent & Associates, Chico	\$184,275.50
➤ Converse Consultants, Reno	\$180,755.00
➤ Lawrence & Associates, Shasta Lake City	\$226,801.26
➤ McGinley & Associates, Reno	\$169,985.60
➤ NV5, Chico	\$196,761.00
➤ Vestra Resources, Inc., Redding	\$271,690.00



The lowest cost proposing company is McGinley & Associates. A copy of their proposal is attached.

Review of McGinley's proposal shows they have the requisite experience and expertise to perform Portola Landfill groundwater monitoring services in accordance with the Waste Discharge Requirements Order issued by the state RWQCB. The company has dedicated staff and equipment to collect the groundwater samples and conduct required field testing and recordkeeping. The proposed California state certified laboratory is Western Environmental Testing Laboratory of Sparks, NV. Ms. Caitlin Jelle, Director of McGinley & Associates, is a California Register Civil Engineer who would supervise the monitoring program and certify the semi-annual reports as true and correct.

### **RECOMMENDATION**

It is staff's opinion that McGinley & Associates is qualified to perform groundwater monitoring services at Portola Landfill. As the lowest total cost responding company, staff respectfully requests the City Council authorize contract negotiations with McGinley & Associates.

With successful contract negotiations, staff will return to the City Council at a future meeting with a recommendation to execute a contract with McGinley & Associates for a five-year period.

August 3, 2022  
McGinley Project No.: Proposal

City of Portola  
35 Third Ave.  
Portola, CA 96122

**ATTN: Mr. Jon Kennedy (citymanager@cityofportola.com)**

**RE: RESPONSES TO REQUEST FOR PROPOSAL, GROUNDWATER MONITORING SERVICES, CITY OF PORTOLA LANDFILL, PORTOLA, CA**

Dear Mr. Kennedy

McGinley and Associates, Inc.; a Universal Engineering Sciences (UES) Company (McGinley) is pleased to submit the enclosed proposal in response to your request for a proposal to provide groundwater monitoring services for the City of Portola Landfill. McGinley's contact details are below:

McGinley & Associates  
5410 Longley Ln  
Reno, NV 89521  
775-829-2245  
Contact: Caitlin Jelle, [cjelle@mcgin.com](mailto:cjelle@mcgin.com)

Attached is a Statement of Qualifications outlining our excellent team members and the approach we will take for this work. As stated in the RFP, the proposal includes this cover letter, company qualifications and profile, project methodology, proposed fees, a review of the Sample Agreement, and a brief statement of additional services that the McGinley team can provide.

Thank you for the opportunity to submit the enclosed proposal. Please feel free to contact the undersigned should you have any questions or need clarification of the information provided. McGinley sincerely appreciates your consideration of our team.

Respectfully submitted,  
**McGinley and Associates, Inc.**



Caitlin Jelle, P.E. #C90990  
Director, Due Diligence and Remediation



# STATEMENT OF QUALIFICATIONS

## Landfill Groundwater Sampling and Reporting Services

**Reno**  
5410 Longley Lane  
Reno, Nevada 89511  
Ph: 775.829.2245

**Las Vegas**  
4480 W. Hacienda, Ave. Suite 104  
Las Vegas, NV 89118  
Ph: 702.873.3478

[www.mcgjin.com](http://www.mcgjin.com)

- | Site Remediation
- | Soil & Groundwater Investigations
- | Closure Optimization
- | Air Quality Permitting & Modeling
- | Brownfields Redevelopment
- | Permitting & Compliance
- | NEPA Studies
- | Phase I Assessments
- | Indoor Air Quality
- | Storm Water & Spill Plans
- | Underground Tank Services
- | Toxics Release Inventory
- | Geographic Information Systems
- | Groundwater Modeling
- | Litigation Support & Expert Witness
- | Mining Plans of Operations
- | Mining Exploration Notices
- | Abandoned Mine Lands

*Prepared for:*

*City of Portola  
Attn: Mr. Jon Kennedy  
City Manager  
35 Third Ave.  
Portola, CA 96122*

*August 3, 2022*

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## ATTACHMENTS

Attachment A	Resumes of Management Team
Attachment B	2022 Fee Schedule & Cost Estimate
Attachment C	Certificate of Insurance

## 1. EXECUTIVE SUMMARY

### 1.1 Company Overview

McGinley & Associates, Inc., a Universal Engineering Sciences company (McGinley) has been providing environmental consulting services to the public and private sectors since 2001. McGinley is a Nevada-based environmental and science consultancy with 35 Reno-based employees. The Team's knowledgeable professionals bring more than 150 years of combined experience in all geographic locations of Nevada to the table. McGinley has three Professional Geologists (PG) and two Professional Engineers (PE) licensed in the State of California on staff. Between the two fully operational McGinley Nevada offices, Reno and Las Vegas, we have conducted literally hundreds of assessment, mitigation, monitoring and remediation projects throughout eastern California and Nevada. Our clients include both public and private sectors, with facilities that include agricultural, aerospace, industrial, commercial, mining, residential and public complexes. With our extensive and relevant experience we have developed a comprehensive understanding of the effect of contaminants at environmentally impaired sites and their potential impact to human health and the environment.

At McGinley & Associates, our mission is to fully commit our values of impeccable service, technical skills and professionalism to every project we take on. As an environmental and engineering consulting firm, we are dedicated to the details that ensure success for any project. We make your issues our own. Our experience and expertise are the foundation upon which we build your solutions.

### 1.2 Capabilities

The capabilities offered by our team include a full spectrum of environmental services including:

- Groundwater studies
- Groundwater monitoring
- Procurement of Access Agreements and rights of way
- Soil boring installation
- Monitor well installation
- Surface and down-hole geophysics
- Aquifer testing
- Coordination of disposal/treatment of contaminated media
- Site reconnaissance
- Geologic evaluations and interpretations
- Contaminant fate and transport numerical modeling
- Soil vapor surveys
- Soil, air, water and groundwater sampling
- Waste characterization and management
- Identification of responsible parties
- Remediation and field construction oversight
- Field construction Quality Assurance/Quality Control
- Sampling and analysis plans
- Conceptual site models

- Human health risk assessments
- Ecological risk assessments
- Data validation
- Report evaluation
- Remedial system design and implementation
- Remedial system operations and maintenance
- Remediation permit procurement
- Remedial system optimization
- Monitoring and remediation report preparation
- Development of schedule of activities using cloud based gantt charts and other items

Not only are we fully committed to providing the City of Portola with the highest standard of environmental consulting services, the McGinley team also offers the following:

- The McGinley office in Reno is staffed with 35 personnel and the office in Las Vegas is staffed with eight personnel.
- The McGinley team has years of experience providing geologic, hydrogeologic, contaminant site assessment, monitoring, mitigation and site remediation services, in all kinds of weather conditions in eastern California and Nevada.
- McGinley possesses a complete inventory of in-house equipment to perform all monitoring and site assessment activities. Our fleet of vehicles includes a four wheel drive truck completely equipped with groundwater monitoring equipment and is dedicated to groundwater monitoring well sampling.
- McGinley has successfully completed hundreds of environmental projects in eastern California and Nevada with services including, landfill compliance monitoring, sampling and analysis plan (SAP) preparation, Phase I and II environmental site assessments (ESA), detailed site investigations, soil and groundwater remediation design and implementation, community outreach, monitoring and reporting, modeling, and risk assessment services.
- McGinley possesses strong working knowledge of California's environmental, geologic, hydrogeologic and climatic settings.
- McGinley possesses strong working knowledge of California and federal regulatory framework.
- McGinley provides superior client satisfaction, as demonstrated through extensive repeat business.
- McGinley possesses uncompromising ethical standards incumbent upon Professional Engineer's (PE) and Professional Geologists (PG).
- McGinley imposes stringent in-house Quality Assurance and Quality Control (QA/QC) measures.
- McGinley provides impeccable and cost-competitive, value-oriented environmental consulting services.
- From our Reno office, McGinley personnel have direct access to Portola. Over the past 21 years, McGinley has provided cost effective environmental consulting services in the following California counties: Alpine, El Dorado, Inyo, Mono, Placer, Lassen, Siskiyou

Nevada, Plumas, San Bernardino and San Joaquin.

## 2. RECENT RELEVANT EXPERIENCE

Provided in the table below is a summary of selected McGinley projects which include groundwater sampling and reporting services.

<b>Project Name</b>	<b>Scope of Services</b>	<b>Client Name</b>	<b>Duration</b>
Mono County Landfill Compliance Monitoring	Compliance groundwater sampling at six landfills under WDRs using multiple sampling techniques including low-flow with dedicated pumps and high volume purging with mobile equipment Prepare semi and annual reports for submission to the California Water Board.	Mono County	2018 to present
Former Nevada Field Laboratory	Sample up to 100 wells using multiple sampling techniques including dedicated purge pumps, mobile purge pumps and passive diffusion bag samplers (PDBs). Prepare semi and annual reports for submission to the Nevada DEP.	Boeing	2001 to present
Former Henderson City Landfill	Sample 20 wells using low flow purge procedures. Groundwater depths at 35 to 85 feet. Prepare annual report.	City of Henderson	2011 to present
Park Petroleum Elko	Sample 26 groundwater wells up to 80 feet deep on a quarterly basis. Prepare quarterly reports for submission to the NDEP.	Al Park Petroleum	2015 to present
Park Petroleum Crescent City	Sample 18 wells up to 120 feet deep on a quarterly basis. Prepare quarterly reports	Al Park Petroleum	2015 to present
Silver City RV Resort	Sample 28 wells up to 20 feet deep on a quarterly basis. Prepare quarterly reports	Silver City Resorts	2015 to present
Jerritt Canyon Mine Site	Sample 17 wells up to 150 feet deep on a quarterly basis. Prepare quarterly reports	Jerritt Canyon Mine	2016 to present

### **3. KEY PERSONNEL'S QUALIFICATIONS AND EXPERIENCE**

#### **3.1 Project Management**

The McGinley personnel to be assigned to the Mono County Landfill Groundwater Sampling and Reporting Services have the requisite technical capabilities and project experience to perform all aspects of sampling, data interpretation and, report preparation.

Caitlin Jelle, PE, CEM – Ms. Jelle will be the Project Manager responsible for contracting, contract compliance, invoicing, and budget control. Ms. Jelle will also serve as Senior Engineer, responsible for PE certification and Quality Assurance/Quality Control (QA/QC) of all groundwater monitoring reports.

Anna Henry, EIT, CEM – Ms. Henry will be the Staff Engineer responsible for preparing all of the groundwater monitoring reports and acting as the sampling team leader.

Resumes for Ms. Jelle, Mr. McGinley and Ms. Henry are provided in Attachment A.

#### **3.2 Field Personnel**

Our proposed primary field Technician to conduct the groundwater sampling activities is Mr. Matt Timko. Mr. Timko has been the primary groundwater sampler for McGinley for more than three years and is responsible for the sampling at other landfill compliance projects. Field Technician support will be provided by Messrs. Domonic Whalen and Andrew Tkatch. This combined crew represents over 25 years of groundwater sampling experience.

### **4. PROJECT METHODOLOGY**

Groundwater sampling activities will be conducted in accordance with all provisions stated in the applicable Waste Discharge Requirements issued by the Regional Water Board and the RFP issued by the City of Portola . Our proposed project methodology will include the following scope of services.

#### **4.1 Pre-Field Activities**

Prior to commencing with field activities a minimum of five business day notice will be provided to the appropriate City of Portola personnel and private homeowners of our intent to sample and/or gauge groundwater levels. We will coordinate with City personnel to gain site access and contact information for domestic well owners. A site-specific Health and Safety Plan (HASP) will be prepared and reviewed by all relevant personnel prior to commencing with field activities.

#### **4.2 Groundwater Sample Collection**

Groundwater samples will be collect as outlined in the following sections. All field data will be recorded on the groundwater sample log provided in Attachment A and/or one provided by the City of Portola.

##### **4.2.1 Gauging**

Prior to groundwater sample collection the groundwater level in each well will be gauged using an electronic water level meter with a resolution of 0.01 feet. The meter will be decontaminated with



an Alconox/distilled water solution after use at each well. Water level measurements will be recorded on the field log.

#### **4.2.2 Purging**

Each well will be purged until field monitoring parameters stabilize and at least three casing volumes of water have been removed. Field parameters to be measured include depth to groundwater, pH, conductivity, temperature and turbidity. Stabilization of field parameters is considered complete when successive measurements of temperature are within 1 °C, pH is within 0.10, and electrical conductance is within 10 percent. Downhole equipment will be decontaminated with a distilled water/Alconox solution after use at each well. Wastewater generated during groundwater sampling will be discharged to ground surface unless otherwise noted.

#### **4.2.3 Groundwater Sampling**

Groundwater samples will be collected using a disposable polyethylene bailer. A new bailer will be used at each sample location. The groundwater sample will be placed in labeled laboratory-provided glass sample containers, preserved as necessary, and placed on ice in a cooler pending delivery to the laboratory for analysis. An equipment blank will be collected during each sampling event by collecting deionized water that has been run over decontaminated field equipment. This will provide quality control for decontamination procedures.

#### **4.2.4 Domestic Well Sampling**

Domestic well sampling will be conducted at three wells each quarter. To collect the sample, water will be run through the exterior faucet for approximately five minutes and then field parameters will be collected (less groundwater levels). A sample will be collected directly from the faucet in labeled laboratory-provided glass sample containers, preserved as necessary, and placed on ice in a cooler pending delivery to the laboratory for analysis.

#### **4.2.5 Analytical Testing**

Groundwater samples will be delivered to WETLAB in Sparks, Nevada under chain-of-custody protocol for analytical testing. The following table shows the analyses to be conducted by the lab based on the type of well (i.e., domestic and monitoring). Each sample shipment will include a travel blank. The laboratory will provide test results for each sample collected along with internal QC documentation and an EDF for uploading to the California Geotracker database.

Analysis Frequency						
Well Type	VOCs by 8260	General Chemistry	Dissolved Organics (Metals)	SVOCs by 8270D	Herbicides by 8151	Organophosphorus Compounds by 8141
Landfill Monitoring	Quarterly	Quarterly	Annual (4th quarter)	5 years (3rd QTR 22)	5 years (3rd QTR 22)	5 years (3rd QTR 22)
Domestic	Quarterly	-	-	-	-	-

### 4.3 Landfill Inspection and Observation

Landfill inspections will be conducted twice per year by McGinley staff under the oversight of a PE. The inspection will include a site visit to observe the conditions of the landfill's environmental control features including the final cover, surface drainage systems, and the storm water basins. Follow up actions to correct any deficiencies notes will be provided to the City immediately.

### 4.4 Report Preparation

McGinley will prepare semi-annual and annual reports for the landfill consistent with the requirement of the waste discharge requirements and standards of the Regional Board. The semi-annual reports are due to the Regional Board by August 1st, as such, a draft of each report will be submitted to the City for review by July 15th of each year. The annual reports are due to the Regional Board by February 1st, as such, a draft of each report will be submitted to the county by January 15th of each year.

The reports will include the following:

- a discussion of the landfills compliance with the WDR order,
- a summary of landfill inspections and observations,
- descriptions of groundwater sampling and handling procedures,
- groundwater elevations and supporting hydrographs and figures depicting flow velocity and direction,
- a discussion of laboratory results and supporting tables, time series plots, a Stiff diagram, and
- a discussion of any issues noted during sampling.

All reports will be reviewed and certified by a California licensed civil engineer (PE).

## 5. PROPOSED FEES

In accordance with the RFP, not to exceed costs have been broken out by quarter and/or semi-annual as appropriate. A summary of these costs are provided below. A fee schedule and breakdown of the costs are provided in Attachment B.

Professional fees shall be evaluated every two years, with an increase of up to 3% per evaluation

period, consistent with current economic conditions. Additionally, McGinley will annually collect competitive bids for analytical services and costs for those services will be updated accordingly.

<b>Table 1. Cost Estimate - SUMMARY</b>		
<b>Task</b>	<b>Unit</b>	<b>Subtotal</b>
1 - Groundwater Sampling	per quarter	\$2,252.00
2 - Semi-Annual Site Inspections	per semi-annual inspection	\$1,135.00
3 - Laboratory Costs	per quarter	\$4,471.28
4 - Report Preparation	per semi-annual report	\$2,417.00

McGinley certifies that the terms and conditions provided in this SOQ, including the fee schedule provided in Attachment B, shall remain in effect for 90 days following the Submission Deadline or until a final contract is awarded pursuant the RFQ, whichever occurs first.

## **6. SAMPLE AGREEMENT AND INSURANCE**

McGinley personnel have reviewed the sample contract included with the RFP. We have no exceptions or necessary changes to the requirements and language of the sample contract. Additionally, McGinley's insurance meets the requirements stipulated in the RFP and agreement. A generic copy of certificated of insurance is provided as Attachment C. Upon award of the contract, City of Portola will be added as additionally insured.

## **7. ADDITIONAL SERVICES**

### **Hydrogeology**

McGinley & Associates, Inc. provides hydrogeologic services for water resources development and management objectives for clients throughout the Western U.S. We use state-of-the-art data acquisition and evaluation techniques to aid in defining and improving the understanding of often complex relationships between geology, climate, groundwater and surface water. Water quality services include:

- Hydrogeologic Evaluations & Studies
- Sustainable Groundwater Yield
- Aquifer Recharge, Storage and Recovery
- Numerical Groundwater & Surface Water Flow Modeling
- Well Locations, Design & Aquifer Testing
- Aqueous Geochemical Evaluations
- Baseline Hydrologic Conditions and Monitoring Programs
- Seeps, Springs, and Well Compliance Monitoring
- Expert Witness Services for Water Rights & Civil Litigation

### **Landfill Services**

In addition to compliance monitoring, McGinley/UES team has worked closely with landfill owners and operators for over 20 years. Services include:

- Tier 1 and 2 Testing NMOC
- Landfill gas collection and destruction system
- Stormwater management and planning
- Landfill Gas to Energy
- Renewable Natural Gas
- Beneficial Re-use of Landfill Properties
- Construction CQA, including soils and liners
- Air Quality Permitting
- Negotiations with Regional Water Quality Control Boards
- Organics Management
- Hazardous Material Training
- Geotechnical evaluation, investigation, and testing

## 8. CLOSING

We appreciate the opportunity to submit this Statement of Qualifications and look forward to working with the City of Portola. Should you have any questions or need clarification, please feel free to contact the undersigned at your convenience.

Respectfully Submitted:

**McGinley and Associates, Inc.**

A handwritten signature in cursive script that reads "Caitlin Jelle".

Caitlin Jelle, PE #C90990  
Director of Due Diligence and Remediation

# **ATTACHMENT A**

## **Resumes**



**McGinley & Associates**  
A Universal Engineering Sciences Company

## Education

BS, Environmental Engineering, University of Nevada, Reno

## Years of Experience

11

## Licenses & Certifications

- Professional Environmental Engineer, AK No.106603
- Professional Environmental Engineer, AZ No. 66685
- Professional Environmental Engineer, NV No. 024221
- Professional Civil Engineer, CA No. C90990
- Certified Environmental Manager, NV No. 2454
- Supervision of Hazardous Waste Operations
- OSHA, 29 CFR 1910, 40-Hour and Annual 8-hour, Hazardous Waste Operations and Emergency Response (HAZWOPER)
- OSHA Construction Outreach, 30-Hour Training
- MSHA Part 46, New Miner
- MSHA Part 48, Surface Miner Training
- Niton XRF Certified Operator

## Caitlin Jelle, PE, CEM

### Professional Engineer/Senior Environmental Project Manager

Caitlin Jelle is a Professional Environmental Engineer and Project Manager with 11 years of environmental consulting experience. Primary areas of expertise include project management for large-scale work, regulatory engagement, and negotiations, Phase I and II environmental site assessments (ESAs), remediation of hazardous and regulated wastes in soil and groundwater, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site documentation and remediation, and characterization and management of non-hazardous and regulated wastes. Caitlin's responsibilities have included comprehensive work plan and report preparation, regulatory liaison, regulatory reporting, permit preparation, and project management as well as field activities including environmental media sampling, drilling oversight, excavation oversight, health and safety management, and site superintendent.

## SELECT PROJECT EXPERIENCE

### Former Sagehill Gun Club

Reno, NV

Caitlin served as Project Manager. She was responsible for designing a remedial action plan to mitigate lead and polycyclic aromatic hydrocarbons soil contamination at a former shotgun shooting club to prepare the site for residential development.

### Sunset Commercial

Henderson, NV

Caitlin served as Project Manager. She was responsible for planning and executing all aspects of a large-scale asbestos remediation project including reviewing and revising previously prepared sampling and analysis plans, acting as a regulatory liaison, coordinating contractors, directing field activities, and preparing after-action reports.

### Dayton Aggregate Pit

Reno, NV

Caitlin served as Project Manager. She was responsible for designing, writing, and executing a Sampling and Analysis Plan (SAP) to characterize a 24-acre aggregate pit for potential mercury contamination utilizing the ISM approach with DOE Visual Sample Plan (VSP) statistical verification of collected data and sampling strategy.

### Clean Harbors

Various Locations, NV

Caitlin served as the Project Manager. She was responsible for all aspects of spill response and remediation including coordinating with regulators and clients, directing contractors, managing field staff, and preparing reports for submittal to NDEP.

### Silver City RV Resort

Carson City, NV

Caitlin served as the Project Engineer. She was responsible for planning assessment activities, preparing work plans, receiving and interpreting data, liaising with the d1e regulator and the client, and preparing after-action reports. The project scope of work also included overseeing the advancement of soil borings, collecting soil and groundwater samples, geological classification of on-site soils, reviewing the planned remediation system, and performing calculations for design parameters.

### AI Park Petroleum

Various Locations, NV

Caitlin served as the Project Engineer. She was responsible for designing a product recovery system for gasoline and diesel located on the water table, preparing state petroleum fund documents, re-

viewing and providing designs for upgraded remediation systems including air sparge and soil vapor extraction, and preparing quarterly groundwater monitoring and remediation system reports for four active sites, performing statistical trend analysis, and working with the client on other immediate response requirements.

### **Due Diligence Phase IIs**

Various Locations, NV

Caitlin served as the Project Manager. She was responsible for preparing a comprehensive work plan, executing the Phase II ESAs including drilling oversight, soil, and groundwater sample collection, on-site geological classification of soils, regulator and client liaison, preparing the report, and planning for further investigation activities.

### **Mono County, Landfill Closure Groundwater Monitoring Program**

Mono County, CA

Caitlin served as Project Manager. She was responsible for scheduling and executing groundwater sampling at six landfills using multiple sampling methods, analyzing and interpreting data, conducting statistical analysis on large data sets, preparing semi-annual reports, regulatory and client liaison, and contract cost tracking and management.

### **NDEP Brownfields Contract**

NV

Caitlin is the Quality Assurance Project Manager for this contract. McGinley/UES is providing NBP consulting services that include Phase I & II ESAs, remediation of soil and groundwater, groundwater monitoring, landfill assessment, abandoned mine soil and groundwater assessment, asbestos surveys (demolition and renovation), LBP surveys, hazardous materials abatement oversight and clearance, indoor air quality (IAQ) assessments, and PCB assessment and cleanup.

### **NDEP Three Kids Mine**

Henderson, NV

Caitlin is the Project Manager and Main Point of Contact for the Three Kids Mine, third-party oversight contract under the NDEP, BISC. Caitlin is responsible for reviewing all documentation provided by the responsible party and providing written comments for work plans, remedial action plans, and other CERCLA documents associated with the remediation and cleanup of the former mine site. She is also responsible for subcontractor and contract management, tracking, and invoicing.

### **PM & Pb Monitoring, Former Sage Hill Clay Sports**

Reno, NV

McGinley/UES developed and implemented a perimeter air monitoring plan to conduct perimeter lead and particulate matter monitoring during oversight of remedial activities for the Former Sage Hill Clay Sports facility in Reno, Nevada. The remedial activities conducted by the contractor at the site included excavating shooting debris and lead impacted soils from the site and processing the debris and soil for off-site disposition. Due to the nature of these remedial activities, the potential for dust generation was a concern if proper dust control measures were not utilized. The perimeter air monitoring plan developed a monitoring network, and sampling schedule, and established action-based thresholds to implement best management practices for dust suppression. Caitlin was the Project Manager.

### **Phase I Environmental Site Assessments and Transaction Screen Assessments**

Various Locations, NV

Caitlin served as the Project Manager for these projects. Properties assessed include: undeveloped and vacant land, gasoline and automotive service stations, dry cleaning facilities, residential properties, agricultural land, industrial and manufacturing facilities, and office/retail sites. Projects have included coordination with city, county, state, and federal agencies, as well as property owners, land managers, tenants/occupants, and other parties. Assessments conducted following accepted consulting practices and in accordance with applicable ASTM International Standards 1527 or 2247, the EPA's All Appropriate Inquiry (AAI) ruling, and individual client scopes including Vapor Encroachment Screening and Business Environmental Risks evaluation for asbestos, lead paint, radon, and mold.

### **U.S. Army Corps of Engineers**

Fort Wainwright, AK

Caitlin was the sole Project Engineer on a pilot-scale test for a vapor intrusion mitigation system in a residential duplex subdivision in Fort Wainwright, Alaska. Her responsibilities included initial concept design and the white paper proposal. Caitlin's other key responsibilities included designing the system, planning, scheduling, and performing the program, managing the subcontractor, analyzing and reporting the results, and designing a system for full-scale installation.



## Education

BS, Environmental Engineering, University of Nevada, Reno

## Years of Experience

4

## Licenses & Certifications

- NV Engineer Intern (EI), No. OT8508
- Certified Environmental Manager, NV No. 2497
- OSHA, 29 CFR 1910 40-Hour, Hazardous Waste Operations and Emergency Response (HAZWOPER) and subsequent 8-hour Annual Refreshers
- MSHA Part 46, New Miner Training

## Anna Henry, EI, CEM

Staff Engineer

Anna Henry is an Staff Environmental Engineer with four years of environmental consulting experience. Her areas of expertise include Phase I and Phase II environmental site assessments (ESAs), remediation of regulated wastes in soil and groundwater, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) site documentation and remediation, and characterization and management of non-hazardous and regulated wastes. Anna's responsibilities have included comprehensive work plan and report preparation, regulatory liaison, regulatory reporting, permit preparation, as well as field activities including environmental media sampling, drilling oversight, and excavation oversight.

## PROJECT EXPERIENCE

### Phase I Environmental Site Assessments and Transaction Screen Assessments

Various Locations, NV

Anna served as the Staff Engineer responsible for conducting various Phase I ESAs in Nevada and California. Properties assessed have included undeveloped and vacant land, gasoline and automotive service stations, dry cleaning facilities, residential properties, agricultural land, industrial and manufacturing facilities, and office/retail sites. Projects have included coordination with city, county, state, and federal agencies, as well as property owners, land managers, tenants/occupants, and other parties. Assessments were conducted following accepted consulting practices and in accordance with applicable ASTM International Standards 1527 or 2247, the EPA's All Appropriate Inquiry (AAI) ruling, and individual client scopes including Vapor Encroachment Screening and Business Environmental Risks evaluation for asbestos, lead paint, radon, and mold.

### Phase II Limited Site Investigations

Various Locations, NV

Anna served as the Staff Engineer responsible for conducting environmental media sampling of commercial properties and private land in Nevada and California to assess for the presence of contamination in soil, soil vapor, and/or groundwater.

Projects have included evaluation of petroleum releases associated with underground storage tanks, dry cleaning chemicals, and residual contamination from historic use of pesticides, herbicides, fertilizers, and other chemicals of concern. She was responsible for preparing a comprehensive work plan, executing the Phase II ESAs including drilling oversight, soil, and groundwater sample collection, on-site geological classification of soils, regulator and client liaison, and preparing the report.

### Clean Harbors

Various Locations, NV

Anna served as the Staff Engineer. She was responsible for all aspects of spill response and remediation including coordinating with regulators and clients, directing contractors, conducting samplings, and preparing reports for submittal to NDEP.

### Dayton Aggregate Pit

Reno, NV

Anna served as the Staff Engineer. She was responsible for writing and executing a Sampling and Analysis Plan (SAP) to characterize a 24-acre aggregate pit for potential mercury contamination utilizing the ISM approach with DOE Visual Sample Plan (VSP) statistical verification of collected data and sampling strategy.





**Mono County, Landfill Closure Groundwater Monitoring Program**

Mono County, CA

Anna served as the Staff Engineer. She was responsible for executing groundwater sampling at six landfills using multiple sampling methods, analyzing and interpreting data, conducting statistical analysis on large data sets, and preparing semi-annual reports.

**Groundwater Monitoring Projects**

Various Locations, NV and CA

Anna served as the Staff Engineer. She was responsible for preparing quarterly groundwater monitoring and/or remediation system reports for over 20 active sites associated with petroleum and/or solvent plumes, performing statistical trend analysis, interpreting data, and liaising with clients and regulatory agencies.

# **ATTACHMENT B**

## **Fee Schedule and Cost Estimate**

<b>Table 1. Cost Estimate</b>				
<b>Description of Work</b>	<b>Unit Rate</b>	<b>UOM</b>	<b>Quantity</b>	<b>Total</b>
<b>Groundwater Sampling</b>				
Project Manager	\$170	hr	3	\$510.00
Technician	\$98	hr	12	\$1,176.00
Travel Time	\$98	hr	2	\$196.00
Sampling Equipment	\$295	LS	1	\$295.00
Mileage	\$0.625	mi	120	\$75.00
<b>Subtotal (per Quarter)</b>				<b>\$2,252.00</b>
<b>Estimated Total (20 quarters)</b>				<b>\$45,040.00</b>
<b>Site Inspection</b>				
Project Manager	\$170	hr	2	\$340.00
Staff Engineer/Geologist	\$120	hr	4	\$480.00
Travel Time	\$120	day	2	\$240.00
Mileage	\$0.625	mi	120	\$75.00
<b>Subtotal (per semi-annual inspection)</b>				<b>\$1,135.00</b>
<b>Estimated Total (10 semi-annual inspections)</b>				<b>\$11,350.00</b>
<b>Laboratory Analysis</b>				
VOCs*	\$120	samples	260	\$31,200.00
General Chemistry	\$195	samples	160	\$31,200.00
Dissolved Organics (metals)	\$295	samples	40	\$11,800.00
5-year COC	\$887	samples	8	\$7,096.00
Markup	10%	LS		\$8,129.60
<b>Estimated Subtotal (for 5 year contract)</b>				<b>\$89,425.60</b>
<b>Total (per quarter)</b>				<b>\$4,471.28</b>
<b>Report Preparation – Semi-Annual and Annual Reports</b>				
Principal	\$195	hr	1	\$195.00
Project Manager	\$170	hr	4	\$680.00
Staff Engineer	\$120	hr	8	\$960.00
CAD Operator	\$98	hr	3	\$294.00
Administration	\$72	hr	4	\$288.00
<b>Subtotal (per report)</b>				<b>\$2,417.00</b>
<b>Estimated Total (10 reports)</b>				<b>\$24,170.00</b>

\* sample quantity includes 8 landfill wells, 3 domestic wells, 1 equipment blank, and 1 trip blank

## 2022 SCHEDULE OF FEES FOR PROFESSIONAL SERVICE

### Professional Fees

<b><u>Staff</u></b>	<b><u>Rate (per hour)</u></b>
Subject Matter Expert	\$275.00
Sr. 3 <sup>rd</sup> Party Review	\$215.00
Principal	\$195.00
Sr. Associate	\$180.00
Project Manager	\$170.00
Senior Professional	\$150.00
Project Professional	\$140.00
GIS Analyst	\$140.00
Staff Professional II	\$130.00
Staff Professional I	\$120.00
GIS Specialist	\$120.00
Environmental Scientist	\$110.00
Technician	\$98.00
Drafting	\$98.00
Engineering Intern	\$85.00
Administration	\$72.00

*Note: Expert Witness Rate: 2 times normal billing rate*

### Equipment

<b><u>Description</u></b>	<b><u>Rate</u></b>
Oil/water interface probe	\$75/day
Multi-Meter w/Flow Through (Base)	\$115/day
- Each probe/sensor used	\$25/day
Water level meter	\$45/day
PH/Conductivity/Temp. meter	\$25/day
Dissolved Oxygen (DO) meter	\$25/day
Data logger/Transducer	\$125/day
PID/OVM	\$125/day
Generator	\$60/day
HazCat kit	\$15/sample
PetroFlag® kit	\$20/sample
Bailers	\$10 each
Level B PPE	\$500/day
Level C PPE Set	\$75 each
Level D Tyvex coveralls	\$12 each
Sampling tubes, brass	\$7 each
Submersible/Peristaltic pump	\$50/day
Variable flow purge pump	\$100/day
Air sample pump & vacuum chamber	\$25/day
Air sample bag	\$15/each
Anemometer	\$35/day
Portable Bladder Pump + Controller	\$130/day
Powered Hand Auger	\$50/day
Mercury Respirator Cartridge	\$60/set
Sampling kit	\$15 each
Trimble GPS unit	\$100/day

### Reimbursable

<b><u>Description</u></b>	<b><u>Rate</u></b>
Mileage	per federal rates
Per diem (excluding lodging)	per federal rates
Vehicle onsite	\$15/hour
Utility trailer	\$65/day
Subcontractors	cost + 15%

**ATTACHMENT C**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Beecher Carlson Insurance Services Part of Brown & Brown Inc. 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328  www.bbinsurance.com	<b>CONTACT NAME:</b> Grace Stredwick <b>PHONE (A/C, No. Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Grace.Stredwick@bbrown.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B : Everest Premier Insurance Company</td> <td>16045</td> </tr> <tr> <td>INSURER C : StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER D : AXIS Surplus Insurance Company</td> <td>26620</td> </tr> <tr> <td>INSURER E : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER F : Landmark American Insurance Company</td> <td>33138</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Everest Premier Insurance Company	16045	INSURER C : StarStone Specialty Insurance Company	44776	INSURER D : AXIS Surplus Insurance Company	26620	INSURER E : Evanston Insurance Company	35378	INSURER F : Landmark American Insurance Company
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<b>INSURED</b> McGinley & Associates, Inc. 5410 Longley Ln. Reno NV 89511														

**COVERAGES**

CERTIFICATE NUMBER: 68985331

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RM5GL00058-221	1/1/2022	1/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Employee Benefits \$1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	RM5CA00056-221	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
F	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	LHA096670	1/1/2022	1/1/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RM5WC00084-221 (AOS) RM5WC00085-221 (FL,NJ,ME)	1/1/2022 1/1/2022	1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Excess General Liab.(\$4M xs of \$1M)			77102C221ALI	1/1/2022	1/1/2023	LIMIT: \$4,000,000
D	Excess Auto Liability (\$2M xs of \$3M)			P-001-000769170-01	1/1/2022	1/1/2023	LIMIT: \$2,000,000
E	Professional Liability			MKL7PL0005114	2/1/2022	2/1/2023	Per claim/Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

McGinley &amp; Associates Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE *Beecher Carlson Insurance Services, LLC*

Beecher Carlson Insurance Services, LLC

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ACORD 25 (2016/03)

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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and executed in Portola, California this 27th day of January 2021, by and between the City of Portola (hereinafter referred to as "the CITY"), and Susan Scarlett (hereinafter referred to as "CONTRACTOR"). The CITY desires to contract with CONTRACTOR, a qualified business or person, to provide the services listed on Exhibit "A" attached hereto and incorporated herein (hereinafter referred to as "SERVICES").

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

If to the CITY:

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


If to CONTRACTOR:

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

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

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

**Contractor:**

  
Susan Scarlett

DATE: 1.28.21

**City of Portola:**

  
\_\_\_\_\_  
*Lauren Knox, City Manager*

DATE: 2/4/2021