



**City of Portola
Regular Meeting
April 27, 2022 06:00 PM
35 Third Ave Portola 96122
<https://www.cityofportola.com/>**

COUNCILMEMBERS

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

CITY STAFF

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

As permitted by Executive Order N-29-20, proclaiming a State of Emergency in the State of California, the City Council Chamber at City Hall will not be accessible to the public for the City of Portola’s March 9, 2022 Regular City Council meeting.

The City Council meeting is 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.

Any person desiring to address the City Council on any item not on the agenda may, after accurately identifying themselves, do so during public comment. Public comment will be accepted during the meeting via Zoom using the “Raise Hand” feature or *9 on a telephone on any item on the agenda at any time beginning at 6:00 p.m. and ending at the close of public comment on the item.

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

Public comment will also be accepted via email sent to Tara Kindall, Deputy City Clerk, tkindall@cityofportola.com which if received at least [24 or 48] hours prior to commencement of the meeting will be distributed to the Council and posted to the City’s website prior to the meeting

1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Public Comments

Discussion  [Comment](#)

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

3. CITY COMMUNICATIONS

Discussion  [Comment](#)

- A. City Council Communications / Committee Reports
- B. Staff Communications
- C. City Manager Report

4. Consent Agenda

Possible Action

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. 2503 authorizing payment of claims for the period of March 17, 2022 through April 22, 2022

Accounts Payable: \$190,334.58

Payroll: \$ 48,327.49

Total: \$238,662.07

Void AP Check 43634 \$1,482.00

Void AP Check 43664 \$40.81

5. Public Comment - 2022/2023 Budget Preparation 2 of 2

Discussion Possible Action  [Comment](#)

Receive public comment relating to the preparation of the 2022/2023 City Budget

6. Planwest Partners Inc Amendment

Discussion Possible Action  [Comment](#)

Amendment No1 of the existing Planwest Partners Inc agreement updating City Manager/Interim Manager as designated representative of the contracting agency on behalf of LESSG

7. Community Clean Up - State and Local Fiscal Recovery Funds (SLFRF)

Consider the implementation of a one-time neighborhood / blight clean-up program using Federal American Rescue Plan Act (ARPA) funds.

Discussion Possible Action  [Comment](#)

State and Local Fiscal Recovery Funds (SLFRF) "Community Clean Up"

Approve the implementation of a one-time neighborhood "Community Clean Up" program using Federal American Rescue Plan Act (ARPA) funds.

8. AVA Towing Contract

Discussion Possible Action  [Comment](#)

Approve agreement with Crescent Tow to provide vehicle abatement services

9. Intermountain Disposal Franchise Agreement Amendment No 2

Discussion Possible Action  [Comment](#)

The amendment calls for the elimination of customer-supplied cans for refuse collection, replacing them with cans to be collected with automated side-loader collection vehicle.

10. Verizon Cell Tower Discussion

Discussion  [Comment](#)

Discussion on previously approved construction of Verizon Cell Tower

11. Adjournment

RESOLUTION NO. 2503

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORTOLA
AUTHORIZING PAYMENT OF CLAIMS FOR THE PERIOD
MARCH 18, 2022 THROUGH APRIL 21, 2022.**

**ACCOUNTS PAYABLE
CHECK NUMBERS: 43759-43815
CHECK NUMBERS: 43816-43844**

**PAYROLL
CHECK NUMBERS: 17066-17080**

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

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

ACCOUNTS PAYABLE:	\$ 190,334.58
PAYROLL:	\$ <u>48,327.49</u>
TOTAL:	\$ 238,662.07

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 27th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pat Morton, Mayor

ATTEST:

Tara Kindall, Deputy City Clerk

I, Tara Kindall, 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 March 23, 2022.

Tara Kindall, Deputy City Clerk

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0015	I-202204210241	AMERIGAS PUBLIC WORKS PROPANE	R	4/27/2022		401.34	043816	401.34
0015	I-202204210246	AMERIGAS CITY HALL PROPANE	R	4/27/2022		579.94	043817	579.94
0021	I-202204210242	AT&T 800 EMERGENCY LINE	R	4/27/2022		4.76	043818	4.76
0023	I-202204210232	AT&T CALNET 3 SCADA	R	4/27/2022		68.12	043819	68.12
0039	I-202204210228	BULLET INFORMATION TECHNOLOGY IT PROFESSIONAL SERVICES	R	4/27/2022		910.00	043820	910.00
0046	I-202204210224	CASHMAN EQUIPMENT COMPANY EQUIP MATERIALS & SUPPLIES	R	4/27/2022		10,040.63	043821	10,040.63
0048	I-202204210240	CBC COMPANIES-FACTUAL DATA UB CREDIT CHECKS	R	4/27/2022		34.50	043822	34.50
0101	I-202204210230	HUNT & SONS, INC. FUEL/HEATING OIL WH	R	4/27/2022		2,263.71	043823	2,263.71
0105	I-202204210221	INTERMOUNTAIN DISPOSAL REFUSE COLLECTION	R	4/27/2022		534.63	043824	534.63
0111	I-202204210226	JEFFERSON SUPPLY COMPANY WATER SUPPLIES	R	4/27/2022		134.06	043825	134.06
0118	I-202204210250	KANSAS LIFE INSURANCE CO EMPLOYEE LIFE INSURANCE	R	4/27/2022		71.02	043826	71.02
0122	I-202204210234	KIMBALL MIDWEST SNOW MATERIALS & SUPPLIES	R	4/27/2022		422.20	043827	422.20
0132	I-202204210235	LEWISPORT USA SIGNAGE	R	4/27/2022		634.92	043828	634.92
0136	I-202204210222	MANHARD CONSULTING PLANNING SERVICES	R	4/27/2022		260.00	043829	260.00
0167	I-202204210239	PATRICK FLYNN QTR LANDFILL MONITORING	R	4/27/2022		2,713.00	043830	2,713.00

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0174	I-202204210229	PLANWEST PARTNERS FEASIBILITY STUDY	R	4/27/2022		6,621.00	043831	6,621.00
0187	I-202204210233	POLLARDWATER WATER EQUIP REPAIRS	R	4/27/2022		69.77	043832	69.77
0188	I-202204210237	PORTER SIMON CORPORATION LEGAL PROFESSIONAL SERVICES	R	4/27/2022		5,175.00	043833	5,175.00
0192	I-202204210244	PURCHASE POWER POSTAGE METER LEASE	R	4/27/2022		520.99	043834	520.99
0218	I-202204210225	SILVER STATE ANALYTICAL WATER/WASTEWATER TESTING	R	4/27/2022		736.00	043835	736.00
0230	I-202204210238	STATE WATER RESOURCES CONTROL JARED CERT RENEWAL	R	4/27/2022		160.00	043836	160.00
0235	I-202204210245	SUSAN SCARLETT ACCOUNTING SERVICES	R	4/27/2022		5,000.00	043837	5,000.00
0246	I-202204210227	TYLER TECHNOLOGIES, INC SB2 GRANT INCODE	R	4/27/2022		4,056.19	043838	4,056.19
0255	I-202204210223	US DEPARTMENT OF AGRICULTURE LOAN 91-04 PRIN/INT	R	4/27/2022		50,570.70	043839	50,570.70
0269	I-202204210243	XEROX FINANCIAL SERVICES XEROX COPIER LEASE	R	4/27/2022		268.13	043840	268.13
0275	I-202204210236	EIP HOLDINGS II LLC BECKWOURTH REPEATER	R	4/27/2022		189.00	043841	189.00
1	I-202204210231	KELLIE PATO KELLIE PATO	R	4/27/2022		300.00	043842	300.00
1	I-202204210247	KELLIE PATO KELLIE PATO	R	4/27/2022		237.63	043843	237.63
1	I-202204210249	JENNIFER CONDLIFFE JENNIFER CO	R	4/27/2022		190.24	043844	190.24

* * B A N K T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	29	0.00	93,167.48	93,167.48
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:	29	0.00	93,167.48	93,167.48

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	29	0.00	93,167.48	93,167.48
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:	29	0.00	93,167.48	93,167.48

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	4/2022	18,178.71CR
207	4/2022	1,675.09CR
208	4/2022	5,060.59CR
215	4/2022	250.00CR
501	4/2022	71.02CR
710	4/2022	57,683.48CR
720	4/2022	7,732.39CR
730	4/2022	2,516.20CR
=====		
ALL		93,167.48CR

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0004	I-202204060206	AERATORS, INC WATER LINE REPAIR	R	4/07/2022		2,353.71	043759	2,353.71
0008	I-202204060168	ALWAYS ANSWER 800 NUMBER	R	4/07/2022		46.50	043760	46.50
0022	I-202204060172	AT&T LDWTP LONG DISTANCE CHARGES	R	4/07/2022		81.61	043761	81.61
0023	I-202204060181	AT&T CALNET 3 SCADA LDWTP/CH FAX	R	4/07/2022		68.80	043762	68.80
0025	I-202204060197	ATLAS COPCO COMPRESSORS, LLC WATER EQUIP REPAIR	R	4/07/2022		425.26	043763	425.26
0027	I-202204060179	BASTIAN ENGINEERING LANDFILL POST CLOSURE	R	4/07/2022		4,226.98	043764	4,226.98
0035	I-202204060204	BRADY INDUSTRIES MATERIALS & SUPPLIES	R	4/07/2022		899.24	043765	899.24
0039	I-202204070209	BULLET INFORMATION TECHNOLOGY IT PROFESSIONAL SERVICES	R	4/07/2022		770.00	043766	770.00
0052	I-202204070217	CITY OF PORTOLA CITY WATER/SEWER BILLS	R	4/07/2022		2,153.34	043767	2,153.34
VOID	043768	VOID CHECK	V	4/07/2022			043768	**VOID**
0055	I-202204060176	COATES TIRE CENTER VEH REPAIR MAINT	R	4/07/2022		97.51	043769	97.51
0062	I-202204060184	CSG CONSULTANTS CODE ENFORCEMENT	R	4/07/2022		3,120.00	043770	3,120.00
0063	I-202204060170	CURRENT ELECTRIC & ALARM, INC SYSTEM MONITORING	R	4/07/2022		555.00	043771	555.00
0072	I-202204060174	DOBROS PARTS-LLC PARTS & SUPPLIES	R	4/07/2022		507.33	043772	507.33
0078	I-INV263815	ENCOMPASS XEROX COPIES	R	4/07/2022		80.26	043773	80.26

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0079	I-202204060198	ENVIRONMENTAL CHEMICAL ENT WATER SUPPLIES	R	4/07/2022		1,138.00	043774	1,138.00
0090	I-202204060191	GRAINGER SNOW EQUIP REPAIR	R	4/07/2022		28.61	043775	28.61
0101	I-202204060193	HUNT & SONS, INC. FUEL CHARGES	R	4/07/2022		4,040.83	043776	4,040.83
0103	I-23714	IEDA LABOR RELATIONS CONSULTING	R	4/07/2022		237.00	043777	237.00
0111	I-202204060205	JEFFERSON SUPPLY COMPANY SEWER LINE REPAIR	R	4/07/2022		206.03	043778	206.03
0119	I-202204060208	KELLY-MOORE PAINT COMPANY, INC FIREHALL PAINT SUPPLIES	R	4/07/2022		677.68	043779	677.68
0122	I-202204060196	KIMBALL MIDWEST SNOW SUPPLIES	R	4/07/2022		246.83	043780	246.83
0130	I-202204070211	LEONARD'S MARKET SEWER SUPPLIES	R	4/07/2022		17.54	043781	17.54
0132	I-202204060202	LEWISPORT USA STREET SIGNS	R	4/07/2022		475.34	043782	475.34
0133	I-202204060185	LIBERTY UTILITIES CITY ELECTRIC BILLS	R	4/07/2022		10,193.65	043783	10,193.65
0141	I-202204060186	MCI MEGA PREFERRED 800 LONG DISTANCE CHARGES	R	4/07/2022		38.90	043784	38.90
0148	I-202204070210	NAPA SIERRA MATERIALS & SUPPLIES	R	4/07/2022		513.52	043785	513.52
0157	I-202204070218	O'REILLY AUTO PARTS SNOW VEH REPAIR	R	4/07/2022		43.93	043786	43.93
0159	I-202204060183	OFFICE DEPOT OFFICE SUPPLIES	R	4/07/2022		685.33	043787	685.33
0160	I-202204060203	OLD DOMINION BRUSH SNOW STREET REPAIR	R	4/07/2022		1,062.32	043788	1,062.32

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0162	I-202204070214	OPERATING ENGINEERS EMPLOYEE HEALTH INSURANCE	R	4/07/2022		10,123.00	043789	10,123.00
0164	I-202204060167	P & F DISTRIBUTORS LINE REPAIR	R	4/07/2022		3.78	043790	3.78
0175	I-202204060182	PLUMAS ACE HARDWARE MATERIALS & SUPPLIES	R	4/07/2022		936.37	043791	936.37
0184	I-202204060173	PLUMAS SIERRA RURAL ELECTRIC LDWTP ELECTRIC	R	4/07/2022		1,340.06	043792	1,340.06
0185	I-202204060164	PLUMAS SIERRA TELECOMMUNICAT INTERNET SERVICES	R	4/07/2022		382.00	043793	382.00
0187	I-202204070213	POLLARDWATER SEWER SUPPLIES	R	4/07/2022		56.20	043794	56.20
0191	I-202204060175	PRINTING SYSTEMS AP CHECK REORDER	R	4/07/2022		154.13	043795	154.13
0199	I-202204070215	RENO SALVAGE CO. SNOW EQUIP REPAIR	R	4/07/2022		222.43	043796	222.43
0218	I-202204060200	SILVER STATE ANALYTICAL WATER/WASTE WATER TESTING	R	4/07/2022		2,165.00	043797	2,165.00
0222	I-202204060192	SMALL CITIES ORGANIZED RISK WORKERS COMP INSURANCE	R	4/07/2022		26,595.48	043798	26,595.48
0231	I-202204060165	SUCCEED.NET WEB HOSTING	R	4/07/2022		67.85	043799	67.85
0235	I-202204060180	SUSAN SCARLETT INCODE REIMBURSEMENT	R	4/07/2022		1,848.21	043800	1,848.21
0239	I-202204070212	THATCHER COMPANY SEWER SUPPLIES	R	4/07/2022		4,822.80	043801	4,822.80
0240	I-202204060178	THOMAS G. VALENTINO SOLID WASTE CONSULTING SERVICE	R	4/07/2022		1,485.00	043802	1,485.00
0246	I-202204060169	TYLER TECHNOLOGIES, INC INCODE SB2 GRANT	R	4/07/2022		1,277.83	043803	1,277.83

VENDOR	I.D.	NAME	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0250	I-202204060207	UNITED RENTALS NORTHWEST INC. WATER LINE REPAIR	R	4/07/2022		176.96	043804	176.96
0251	I-202204060199	UNITED ROTARY BRUSH CORP SNOW/SEWER EQUIP REPAIR	R	4/07/2022		1,472.85	043805	1,472.85
0252	I-202204060166	UNITED STATES POSTAL SERVICE PERMIT POSTAGE	R	4/07/2022		1,500.00	043806	1,500.00
0253	I-202204070216	US BANCORP CITY CREDIT CARD PURCHASES	R	4/07/2022		1,919.57	043807	1,919.57
0256	I-202204060195	USA BLUE BOOK SEWER SUPPLIES	R	4/07/2022		736.36	043808	736.36
0260	I-202204060187	VERIZON WIRELESS CITY CELL PHONES	R	4/07/2022		406.66	043809	406.66
0260	I-202204060188	VERIZON WIRELESS CITY LANDLINES	R	4/07/2022		485.58	043810	485.58
0260	I-202204060189	VERIZON WIRELESS LDWTP DATA PLAN	R	4/07/2022		108.05	043811	108.05
0264	I-202204060194	WESTERN NEVADA SUPPLY WATER LINE REPAIR	R	4/07/2022		2,332.19	043812	2,332.19
0272	I-202204060201	ZUMAR INDUSTRIES, INC. LINE/STREET REPAIR	R	4/07/2022		1,037.67	043813	1,037.67
0275	I-202204060171	EIP HOLDINGS II LLC BECKWOURTH REPEATER RENT	R	4/07/2022		189.00	043814	189.00
1	I-202204060190	UB DEPOSIT REFUND KURT ZUMWALT	R	4/07/2022		331.02	043815	331.02
* * B A N K T O T A L S * *			NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED		
REGULAR CHECKS:			56	0.00	97,167.10	97,167.10		
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:			1	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:			57	0.00	97,167.10	97,167.10		

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	56	0.00	97,167.10	97,167.10
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:	1	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:	57	0.00	97,167.10	97,167.10

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	4/2022	14,631.57CR
207	4/2022	6,238.56CR
208	4/2022	5,385.58CR
501	4/2022	36,955.48CR
710	4/2022	11,012.14CR
720	4/2022	17,114.81CR
730	4/2022	5,828.96CR
=====		
ALL		97,167.10CR

CITY COUNCIL AGENDA STAFF REPORT

DATE: April 27, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Jon Kennedy, City Manager
MEETING: April 27, 2022
SUBJECT: Planwest Partners Inc Amendment

Background

The current Planwest Agreement needs amended to include an update to identify the designated representative of the City of Portola on behalf of the LESSG

Recommendation:

Approve amendment as submitted

**AMENDMENT NUMBER ONE
TO
AGREEMENT BETWEEN CITY OF PORTOLA
AND
PLANWEST PARTNERS INC.
FOR PROFESSIONAL SERVICES**

This Amendment Number One (“Amendment”) to Agreement for Professional Services is entered into on this ___ day of April, 2022 (“Amendment Effective Date”), by and between the Planwest Partners Inc., an Arcata California based planning consulting firm, hereinafter referred to as “Planwest” and the City of Portola, a municipal government, hereinafter referred to as “City.”

RECITALS

- A. WHEREAS, Planwest and City entered into that certain Agreement for Professional Services dated October 13, 2021 (“Agreement”);
- B. WHEREAS, the parties desire to amend the Existing Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, which the parties agree are valuable consideration, the parties agree as follows:

1. Amendments to the Agreement. As of the Amendment Effective Date, the Agreement is hereby amended or revised as follows:

1.1 Section 8. Notice, is amended and restated in its entirety as follows:

“**Notice.** All notices required or permitted hereunder shall be in writing and shall be deemed to have been properly given and delivered when delivered personally (including by commercial messenger or courier or by facsimile transmission) or four (4) days after deposit in the U. S. mail with all postage or charges fully prepaid and addressed to the authorized representative of the appropriate party.

City of Portola
Jon Kennedy, Interim City Manager
35 Third Ave/PO Box 1225
Portola, CA 96122

Planwest Partners Inc.
Colette Metz Santsche, Partner
1125 16th Street, Suite 200
Arcata, CA 95521”

1.2 Section 15. Entire Agreement/Modifications and Amendments is amended and restated in its entirety as follows:

“**Entire Agreement/Modifications and Amendments.**

- a) This Agreement and all attachments constitute the entire agreement between City and Planwest as to the subject matter hereof. It supersedes all prior communications, representations, or agreements, whether oral or written. No amendment or variation of the

terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

- b) The City Manager or Interim City Manager, in his/her role as Designated Representative of the Contracting Agency on behalf of Local Emergency Services Study Group (“LESSG”), is authorized on behalf of the City and without further authorization from the City to amend, from time to time, the Agreement upon instructions from the LESSG and make payment of invoices in accordance with the terms of the Agreement that have been approved by the LESSG in a cumulative amount not to exceed the total of all monies received from the Participating Agencies.

2. Miscellaneous. Except as specifically amended by this Amendment Number One, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

WHEREFORE, the parties by their signatures below enter into the Amendment on the date first set forth above.

CITY OF PORTOLA

Designated Representative:

By: Jon Kennedy
Its: Interim City Manager

Name: Jon Kennedy, Interim City Manager
Phone: (530) 832-6800
Fax: (530) 832-5418
Email: lknox@cityofportola.com

PLANWEST PARTNERS INC:

Designated Representative:

By: Colette Metz Santsche
Its: Partner

Name: Colette Metz Santsche
Phone: (707) 825-8260; 530-227-6836 (cell)
Fax: (707) 825-9181
Email: colettem@planwestpartners.com

CITY COUNCIL AGENDA STAFF REPORT

DATE: April 27, 2022
TO: Honorable Mayor and Members of the City Council
FROM: Jon Kennedy, City Manager
MEETING: April 27, 2022
SUBJECT: Community Clean Up

Background

On March 23, 2022 the Council approved the concept presented for a one-time neighborhood clean up program using State and Local Fiscal Recovery Funds (SLFRF). City Staff has created a program that is ready for implementation. The City will implement the program under the authority of existing ordinance(s), primarily, but not limited to: Title 8 – Health and Safety – Chapter 8.20 – Public Nuisance

Recommendation:

Council approve program to immediately begin implementation.

Attachments:

Existing Public Nuisance Ordinance

Property Owner / Manager Agreement Form

Estimated Community Clean Up Budget

Based on an approximate 5-month duration with an estimated 80 properties.

Labor: \$32,500

Dumpster Fees: \$42,768 – Based on 20-yard dumpsters per household.

Code Enforcement Activity: \$15,600

Possible Mini Excavator Rental: \$15,000

Contingency: \$ 10,586

Total Estimated Budget: \$116,454.00

Title 8 - HEALTH AND SAFETY
Chapter 8.20 - PUBLIC NUISANCES

Sections:

8.20.010 - Conditions declared to be a nuisance.

Each and every one of the following conditions or acts is declared to be a public nuisance:

- A. Dangerous and Substandard Buildings. The maintenance on any premises within the city of a building or structure which:
 - 1. Is defined as a dangerous building in the latest edition of the Uniform Code for the Abatement of Dangerous Buildings adopted by reference pursuant to the provisions of Chapter 15.04 of this code,
 - 2. Is defined as an unsafe building in the latest edition of the Uniform Building Code adopted by reference pursuant to the provisions of Chapter 15.04 of this code,
 - 3. After inspection by the fire chief or by the state fire marshal, is found to be a fire hazard or in a condition likely to cause fire or contribute to its spread, or
 - 4. Is defined as substandard under the provisions of the State Housing Law set forth in Section 17920.3 of the Health and Safety Code.
- B. Unsanitary Buildings and Premises. Buildings and premises maintained in an unsanitary condition likely to cause sickness or disease or other injury to occupants, or to endanger the public health, safety and general welfare, as determined by the health officer under applicable state and city laws, ordinances, rules or regulations.
- C. Fire Hazards. Dry or dead trees, shrubs, weeds, grass and other vegetable matter, combustible refuse and waste, and every other kind of material growing, placed or allowed to remain on streets, sidewalks, or private property within the city which, by its nature and location, constitutes a fire hazard endangering other property, real or personal, in the vicinity. Any person that owns, leases, controls, operates or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land which is covered with flammable material, shall at all times do all of the following:
 - 1. Maintain around and adjacent to such building or structure a firebreak made by removing and clearing away, for a distance of not less than thirty feet on each side thereof or to the property line, whichever is nearer, all flammable vegetation, or to other combustible growth. This subdivision does not apply to single specimens of trees, ornamental shrubbery, or similar plants which are used as ground cover, if they do not form a means of rapidly transmitting fire from the native growth to any building or structure;
 - 2. Maintain around and adjacent to any such building or structure additional fire protection or firebreak made by removing all brush, flammable vegetation, or combustible growth which is located from thirty feet to one hundred feet from such building or structure or to the property line, whichever is nearer, as may be required by the building official or fire marshal if it is found that because of extra hazardous conditions, a firebreak of only thirty feet around such building or structure is not sufficient to provide reasonable fire safety. Grass and other vegetation located more than thirty feet from such building or structure and less than eighteen inches in height above the ground may be maintained where necessary to stabilize the soil and prevent erosion;
 - 3. Remove that portion of any tree which extends within ten feet of the outlet of any chimney or stovepipe;

4. Maintain any tree adjacent to or overhanging any building free of dead or dying wood;
 5. Maintain the roof of any structure free of leaves, needles, or other dead vegetative growth;
 6. Provide and maintain at all times screen over the outlet of every chimney or stovepipe that is attached to any fireplace, stove, or other device that burns any solid or liquid fuel. The screen shall be constructed of nonflammable material with openings of not more than one-half inch in size.
- D. Rubbish, Refuse and Waste. Rubbish, refuse and waste, which by reason of its location, character, or visibility, interferes with the reasonable enjoyment of life or property by others living in the vicinity, or which creates a danger to the public health, safety and general welfare. As used herein, "rubbish, refuse and waste" means all kinds of used or discarded matter and material having no substantial market value, including but not limited to, rubble, broken building and paving materials, used building materials, used household goods and appliances, used commercial fixtures and appliances, inoperative machinery and equipment of all kinds, more than one inoperable motor vehicle or parts thereof, except as provided by Sections 5051 et seq. of the Vehicle Code of the state or as otherwise exempted by Section 10.04.030 of this code, used bottles, crates and containers of every kind, scrap metal, scrap lumber, scrap paper and paper goods, tree and garden trimmings, and other items of a like nature, whether or not hereinabove specifically described.
 - E. Hazardous Obstructions. Any obstacle, fence, sign, landscaping, or other object installed or maintained in the front or side setback area of a corner lot, reaching a height of more than three feet above the nearest street curb (or street surface if there is no curb), excepting, however, permanent buildings and structures constructed and maintained in accordance with all applicable zoning and building regulations, public utility poles and installations, and trees trimmed at the trunk at least eight feet above the level of the nearest curb (or street surface if there is no curb) which are spaced so that their trunks do not obstruct the vision of motorist.
 - F. Polluted Water. Any pool, pond, stream, canal or other body of water which is unattended, unfiltered or otherwise not maintained, resulting in pollution or contamination of the water from algae or other bacterial growth, from animals or insects or the remains of the same, or from rubbish, refuse, debris and other foreign matter or material placed or allowed to remain the same, or which is allowed to become stagnant or a breeding place for mosquitoes or other insects, thereby creating a danger to the public health, safety and general welfare.
 - G. Air and Noise Pollution. Any condition or activity which creates or causes noxious odors, excessive smoke or dust, noise or vibration, or which otherwise is offensive to the senses, so as to interfere with the comfortable enjoyment of life or property in the vicinity.
 - H. Defective Sidewalks and Driveways. Sidewalks or driveways that are broken, damaged, severely worn or raised to such a degree as to create a danger of injury to persons using the same.
 - I. Attractive Nuisances. The maintenance on any premises within the city of a building, structure, pool, pond, excavation, piece of equipment or other artificial device or condition which the owner, lessee or occupant thereof knows or should know that children will trespass upon, and which involves a reasonably foreseeable risk of death or injury to children, which they, because of their youth, cannot be expected to understand, apprehend or discover.
 - J. Failure to Remove Graffiti. The failure of an owner, lessee or occupant of any premises in the city to remove graffiti from any building, wall, fence or other structure on said premises within thirty days after receipt of written notice to do so from the building official.
 - K. Nuisances Identified by Statute. Any and all other conditions in and upon, and uses of, buildings and premises in the city which are defined as a public nuisance by Part 3 of Division IV of the Civil Code (commencing with Section 3479), or by any other applicable state or city law, ordinance, rule or regulation, specifically including but not limited to the uniform codes adopted by reference in Chapter 15.04 of this code.

(Ord. 254, 1994; Ord. 207 § 2 (part), 1985)

(Ord. No. 338, § 1, 1-11-2012)

8.20.020 - Authority for adoption—Application and purpose.

The procedure set forth in this chapter for the abatement of a nuisance and the making of the cost of abatement of a nuisance which exists upon a parcel of land, a special assessment against that parcel, is adopted under the provisions of Section 38773.5 of the Government Code. The procedure set forth in this chapter for such abatement shall apply to any act or condition which is declared to be a nuisance by this chapter, or by any other provision of this code, or by any ordinance the city hereafter may adopt. (Ord. 207 § 2 (part), 1985)

8.20.030 - Procedure not exclusive.

The procedure set forth in this chapter for the abatement of a nuisance is not exclusive but is in addition to any other procedure for abatement available to the city under the provisions of Section 3494 of the Civil Code, Section 731 of the Code of Civil Procedure, Section 38773 of the Government Code, or any other lawful authority. (Ord. 207 § 2 (part), 1985)

8.20.040 - Abatement by repair, rehabilitation or demolition.

All or any part of a building, structure or premises found, as provided in this chapter, to constitute a public nuisance, shall be abated by repair, rehabilitation, demolition or other appropriate means of elimination, pursuant to the procedures hereinafter in this chapter set forth. (Ord. 207 § 2 (part), 1985)

8.20.050 - Mailing notice to abate nuisance.

When the city council finds and declares, by resolution, that a public nuisance, as defined in Section 8.20.010 of this chapter, exists upon any premises in the city, it shall cause to be mailed a notice to the owner of the property, and to the mortgagee or beneficiary under any recorded deed of trust upon said property, stating the activity or conditions which constitute a public nuisance and ordering the abatement of the same within ten days after the date of the notice. (Ord. 207 § 2 (part), 1985)

8.20.060 - Posting and serving notice.

The city clerk shall cause to be served upon the owner of each of the affected premises a copy of the notice and a certified copy of the resolution adopted by the city council with respect to the same pursuant to Section 8.20.050 of this chapter. Service of the notice and resolution shall be by personal service upon the owner of the affected premises if he is found within the city limits; or, if he is not found within the city limits, by depositing a copy of the notice and resolution in the United States mail, registered or certified, with postage fully prepaid, addressed to said owner at the last-known address of said owner, or, if there is no known address, then in care of the property address. Service shall be complete at the time said notice and resolution are so deposited. "Owner," as used herein, means any person in possession of the premises and also any persons having or claiming to have any legal or equitable interest in the premises, as disclosed by a current title search from any accredited title company. The failure of any person to receive such notice shall not affect the validity of the proceedings hereunder. (Ord. 207 § 2 (part), 1985)

8.20.070 - Effect of failure to abate—Second notice.

If the nuisance is not abated within the period specified in the notice, the city council may determine to proceed with abatement. When it determines to proceed, it shall cause a second notice to be given in the same manner as is set forth in Sections 8.20.050 and 8.20.060 of this chapter. The second notice

shall direct the persons notified to appear before the city council, or such other person as is therein specified, at a stated time and place, and show cause why the nuisance should not be abated. The notice shall be headed "NOTICE OF HEARING TO DETERMINE EXISTENCE OF PUBLIC NUISANCE AND TO ABATE IN WHOLE OR PART" in letters of not less than one inch in height and shall be substantially in the following form:

NOTICE OF HEARING
TO DETERMINE EXISTENCE
OF PUBLIC NUISANCE AND TO
ABATE IN WHOLE OR PART

Notice is hereby given that on the _____ day of _____, 19____, the City Council of the City of Portola passed a resolution declaring its intent to ascertain whether certain premises situated in the City of Portola, California, known and designated by street number as _____, and more particularly described as _____ (Assessor's Parcel No. _____), constitute a public nuisance subject to abatement by the repair or rehabilitation of buildings or structures situated thereon, or by the elimination of conditions or activities thereon which create such nuisance. If said premises, in whole or in part, are found to have buildings or structures thereon which constitute a public nuisance as defined in Section 8.20.010 of the Municipal Code, or if it is found that conditions or activities thereon constitute such nuisance, and if said nuisance is not promptly abated by the owner of said premises or other person creating or causing the same, the city council may direct the abatement of such nuisance by municipal authorities by the repair or demolition and removal of buildings or structures or parts thereof constituting such nuisance, or by initiation and carrying out of appropriate legal or other action that may be required to correct or terminate the conditions or activities constituting such nuisance. In the event such abatement is carried out by municipal authorities, all costs incurred by the city in connection therewith, including administrative and legal expenses, will be, assessed upon said premises and such costs will constitute a lien upon said property until paid.

Said alleged nuisance consists of the following: _____ .DATED: _____, 19____.
City Council of the City of Portola By _____ City Clerk

(Ord. 207 § 2 (part), 1985)

8.20.080 - Hearing—Findings.

At the time specified in the notice given pursuant to Section 8.20.070 of this chapter, the city council or other person designated to hear the matter shall hear the testimony of all competent persons desiring to testify with respect to the condition or activity constituting the nuisance, the cost of abating the same, or any other matter which may be pertinent. At the conclusion of the hearing the council shall, by resolution, declare its findings. If the council so finds, it may declare the condition or activity to be a nuisance and direct the person owning the property upon which the nuisance exists to abate it within thirty days after the date of posting on the premises of a certified copy of such resolution. (Ord. 207 § 2 (part), 1985)

8.20.090 - Abatement by city.

If the nuisance is not abated by the owner or by the person causing the same within the time specified in the resolution adopted pursuant to Section 8.20.080 of this chapter, the city may proceed to abate the nuisance. (Ord. 207 § 2 (part), 1985)

8.20.100 - Extension of time.

The city council may grant an extension of time to abate a nuisance if, in its opinion, good cause for an extension exists. (Ord. 207 § 2 (part), 1985)

8.20.110 - Record of costs.

The city shall keep an itemized account of the costs involved in abating the nuisance. It shall cause to be posted conspicuously on the property, and shall also mail to the owner of the property a statement showing all of the costs incurred in connection with the abatement, including administrative and legal expenses, together with a notice of the time and place when and where the statement will be submitted to the city council for approval and confirmation, at which time the council shall consider all objections or protests to said costs. (Ord. 207 § 2 (part), 1985)

8.20.120 - Hearing on statement of costs.

At the time fixed for hearing on the statement of costs, the city council shall consider the statements, protests or objections made by the owner of the property to be assessed for the costs of abatement. It may revise, correct or modify the statement as it considers just and thereafter shall confirm the statement by motion or resolution. The decision of the city council on all protests and objections which may be made at such hearing shall be final and conclusive. The procedures governing the hearing shall be as provided in Section 8.20.080 of this chapter. (Ord. 207 § 2 (part), 1985)

8.20.130 - Cost made a special assessment.

If the owner of real property on which a nuisance has been abated does not pay the cost of abatement within five days after such cost is confirmed by the city council, said cost may be specially assessed against the real property until it is paid, or the city may record a lien against the parcel of real property on which the nuisance was abated. If an assessment is made, it shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. (Ord. 302 § 1, 2003; Ord. 207 § 2 (part), 1985)

8.20.140 - Notice of special assessment.

Upon making such special assessment the city shall file in the office of the county recorder and in the office of the county assessor a certificate in substantially the following form:

NOTICE OF SPECIAL ASSESSMENT

Under the authority of Government Code Section 38773.5 and Section 8.20.130 of the Municipal Code of the city of Portola, the city of Portola did on 19____, abate a nuisance upon the real property hereinafter described and, on 19____, did assess the cost of the abatement upon said real property. The city of Portola claims a special assessment on said real property for the cost of abatement in the amount of \$ _____. This amount is a special assessment against said real property until it is paid and shall be subject to the same penalties from _____ 19____, and discharged of record. Said real property is situated in the city of Portola, County of Plumas, State of California, and is particularly described as follows:_____. DATED: _____, 19_____ city of Portola, a municipal

corporation of the State of California, By _____ City Clerk
(Ord. 207 § 2 (part), 1985)

8.20.145 - Nuisance abatement lien.

If the city elects to record a lien against a parcel of real property on which the nuisance was abated, the following procedure will be used:

- A. Prior to recordation of the lien, notice shall be served on the owner of record of the parcel of land against which the lien will be recorded. The notice shall be served in the manner required by Section 38773.1 of the California Government Code, as amended.
- B. A nuisance abatement lien shall be recorded with the Plumas County recorder's office. The lien shall specify the amount of the lien, the date of the abatement order, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, the name and address of the record owner of the parcel, and shall state that the lien is imposed on behalf of the city of Portola.
- C. The lien may be foreclosed by an action brought by the city for a money judgment. If the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge, including all information specified in subsection B of this section, shall be recorded by the city. (Ord. 302 § 2, 2003)

8.20.150 - Alternative remedies.

Nothing in this chapter contained shall be deemed to limit the city to the remedies provided for herein, or to prevent the city from initiating and prosecuting any other remedy available to it for the abatement of a public nuisance, or for recovery of the cost of such abatement, under the civil or criminal statutes of the State of California or under the ordinances of the city. (Ord. 207 § 2 (part), 1985)

8.20.160 - Abatement by owner after notice—Fee payable.

When an owner has fully abated a public nuisance pursuant to an order of abatement made and served as provided in Sections 8.20.050 and 8.20.060 of this chapter, and when the work of abatement has been approved by the planning director, all proceedings taken against such owner arising out of such nuisance shall be terminated and the owner shall be relieved of all penalties under the provisions of this chapter, except as hereinafter in this section provided. In such event the owner shall be required to pay to the city a fee, to be fixed by resolution of the city council, sufficient to reimburse the city for its costs incurred in investigating the matter and taking action under the provisions of this chapter. The amount of such fee shall constitute a debt to the city, payable on demand, and the failure of such owner to pay the same after demand for payment has been made shall constitute a violation of the provisions of this chapter. (Ord. 207 § 2 (part), 1985)

8.20.170 - Procedure in case of emergency.

When the conditions which constitute a public nuisance under the foregoing provisions of this chapter pose an immediate threat to the public peace, health or safety, the city council may order the nuisance abated immediately or may take steps itself to summarily abate the same after the adoption of a resolution declaring the facts which constitute the emergency. Such resolution shall be effective only if adopted by a four-fifths vote of the city council. (Ord. 207 § 2 (part), 1985)

8.20.180 - Violation—Penalty.

The owner, lessee or occupant of any premises within the city who permits or allows the existence of a public nuisance as defined in this chapter, upon a lot or premises owned, occupied or controlled by him or her, or who violates the provisions of this chapter, is guilty of a misdemeanor.
(Ord. 207 § 2 (part), 1985)

8.20.190 - Severability.

The city council declares that should any section, paragraph, sentence or word of the ordinance codified in this chapter be declared for any reason to be invalid, it is the intent of the city council that it would have passed all other portions of this chapter independent of the elimination therefrom of any such portion as may be declared invalid. (Ord. 207 § 2 (part), 1985)

8.20.200 - Saving clause.

Neither the adoption of the ordinance codified in this chapter nor the repeal of any other ordinance of the city shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of the ordinance hereby codified, insofar as they are substantially the same as ordinance provisions previously adopted by the city council relating to the same subject matter, shall be construed as restatements and continuations, and not as new enactments. (Ord. 207 § 2 (part), 1985)

The Portola City Council has approved a one-time Community Clean Up program for properties that have met the criteria for violating one or more “Public Nuisance” ordinances adopted by the City of Portola. Your property has been identified as one that violates the City’s ordinance(s).

City Staff is delighted to assist property owners, **AT NO COST**, to clean and bring properties into compliance. This is a voluntary participation that requires no code enforcement activity. However, should you not agree to participate in this voluntary program, it will become a code enforcement issue, and due process will be followed to mandate compliance.

The City of Portola highly encourages property owners take advantage of this free program, and agree to the following:

I _____, agree to participate in the City of Portola’s one-time clean up program

CITY OF PORTOLA
AGREEMENT FOR
VEHICLE ABATEMENT SERVICES

THIS AGREEMENT is made and entered into on _____, 2022, by and between the CITY OF PORTOLA, a California municipal corporation, hereinafter referred to as "CITY," and **David L Humphrey, dba Crescent Tow**, a California corporation, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, Division 11, Chapter 9 (Sections 22500-22526) and Chapter 10, Article 1 (Sections 22650-22711) and Article 2 (Sections 22850-22856) of the California Vehicle Code (CVC) govern stopping, standing and parking of vehicles, authority to remove parked and abandoned vehicles, and disposition of such vehicles; and

WHEREAS, pursuant to the authority of State of California Vehicle Code Sections 22660 and 22710, CITY has established vehicle abatement programs via City of Portola Municipal Code (PMC) Chapter 10.04 for the purpose of establishing procedures for the abatement and removal, as public nuisances, of abandoned, wrecked, dismantled or inoperative vehicles, or parts thereof, from private or public property in the CITY, including highways, and for the recovery of the cost of such removal and administration; and

WHEREAS, CITY sought qualified contractors with the intent of awarding multiple contracts for towing; and

WHEREAS, CITY has a need for towing and disposal services to accomplish vehicle abatement under the foregoing CVC and PMC provisions and CONTRACTOR has proposed to perform these services for the compensation to be provided herein; and

WHEREAS, the services to be provided by CONTRACTOR are authorized by Government Code Section 53060; and

WHEREAS, CITY and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, CITY and CONTRACTOR agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type and manner described in Exhibit A, which is attached hereto and incorporated herein.

2. TERM

This Agreement shall be effective and commence as of the date first written above and shall remain in effect for a period of approximately three (3) years until [date].

3. NOTICE

Any notice, demand, request, consent, or approval that either Party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To CITY:

City of
Portola
Portola,
CA 96122
35 Third
Avenue
Attn: City
Manager

To CONTRACTOR:

Either Party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Party, which shall be effective upon receipt.

4. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and CITY laws, regulations and ordinances, including those governing licensed vehicle dealers, dismantlers and/or junk yards and scrap yards and those relating to auto towing and dismantling equipment.

5. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Plumas County, California.

6. **LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING**

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, CITY of Portola and all other appropriate governmental agencies, including any certification and credentials required by CITY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by CITY.

B. CONTRACTOR further certifies to CITY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or CITY government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

7. **PERFORMANCE STANDARDS**

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR'S services.

8. **OWNERSHIP OF WORK PRODUCT**

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of CITY and shall be delivered to CITY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by CITY. CITY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR'S services and are not designed for use other than what is intended by this Agreement.

9. **STATUS OF CONTRACTOR**

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR'S employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONTRACTOR'S assigned personnel shall not be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an

employer-employee relationship exists by reason of this Agreement.

- B. It is further understood and agreed by the Parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of CITY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and the CITY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of CITY, neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of CITY in any capacity whatsoever as agent, nor to bind CITY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the CITY to employees of the CITY.
- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR'S assigned personnel under the terms and conditions of this Agreement.

10. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide the CITY with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8: CONTRACTOR'S name, address, telephone number, social security number or federal tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

11. **COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding CONTRACTOR'S employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by CITY shall be grounds for termination of this Agreement.

12. **BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from CITY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent employees pursuant to the CITY's rules, regulations and policies. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from CITY, CONTRACTOR agrees to indemnify and hold harmless CITY from any and all claims that may be made against CITY for such benefits.

13. **RETIREMENT BENEFITS/STATUS**

CONTRACTOR acknowledges and agrees that CITY has not made any representations regarding entitlement, eligibility for and/or right to receive ongoing CalPERS retirement benefits during the term of this Agreement. By entering into this Agreement, CONTRACTOR assumes sole and exclusive responsibility for any consequences, impacts or action relating to such retirement benefits that is or will be occasioned as a result of the services provided by CONTRACTOR under this Agreement. CONTRACTOR waives any rights to proceed against CITY should CalPERS or terminate retirement benefits based on CONTRACTOR's provision of services under this Agreement.

14. **CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

15. LOBBYING AND UNION ORGANIZATION ACTIVITIES

- A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.
- B. If services under this Agreement are funded with state funds granted to CITY, CONTRACTOR shall not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

16. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

- A. CONTRACTOR agrees and assures CITY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of CITY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of CITY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

17. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless CITY, its governing Council, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of

defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the CONTRACTOR, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the CONTRACTOR, or for which the CONTRACTOR is legally liable under law regardless of whether caused in part by an Indemnified Party. CONTRACTOR shall not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the CONTRACTOR or the CONTRACTOR'S Subcontractors. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party. The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

18. INSURANCE

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CONTRACTOR to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that CITY shall not pay any sum to CONTRACTOR under this Agreement unless and until CITY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this Agreement may be grounds for material breach of contract.

19. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by CITY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to CITY under this Agreement.

20. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the abatement of vehicles that are towed to a licensed dismantler according to the Maximum Total Payment Amount as set forth in Exhibit C or Exhibit C as modified by CITY in accordance with express provisions of this Agreement.
- B. CONTRACTOR shall submit invoices in accordance with the procedures prescribed by CITY in Exhibit C.
- C. CITY operates on a July through June fiscal year. Invoices for services provided for any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the

prior fiscal year shall not be honored by CITY unless CONTRACTOR has obtained prior written CITY approval to the contrary.

- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, CITY may withhold payment until such non-compliance has been corrected.

21. SUBCONTRACTS. ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from CITY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by CITY for the performance of any subcontractor whether approved by CITY or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of CITY.

22. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both Parties. Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon CITY unless agreed in writing by City Manager and counsel for CITY.

23. SUCCESSORS

This Agreement shall bind the successors of CITY and CONTRACTOR in the same manner as if they were expressly named.

24. TIME

Time is of the essence of this Agreement.

25. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the Parties, and the Agreement and its individual provisions shall not be construed or

interpreted more favorably for one Party on the basis that the other Party prepared it.

26. CITY MANAGER

As used in this Agreement, "City Manager" shall mean the City Manager of the CITY, or his/her designee.

27. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. CITY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the Parties. If the dispute cannot be resolved within fifteen (15) calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

28. TERMINATION

- A. CITY may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by CITY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).
- B. CITY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, CITY may proceed with the work in any manner deemed proper by CITY. If notice of termination for cause is given by CITY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. CITY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the CITY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in CITY'S yearly proposed and/or final budget are not appropriated by CITY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by CITY as a result of mid-year budget reductions.

- D. If this Agreement is terminated under paragraph, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

29. REPORTS

CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by ADMINISTRATOR concerning CONTRACTOR'S activities as they affect the contract duties and purposes herein. CITY shall explain procedures for reporting the required information.

30. AUDITS AND RECORDS

Upon CITY'S request, CITY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR'S premises, CONTRACTOR'S financial and program records as CITY deems necessary to determine CONTRACTOR'S compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement and shall make them available for copying upon CITY'S request at CITY'S expense. CITY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR'S financial and program records related to this Agreement.

31. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between CITY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between CITY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

32. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

33. FORCE MAJEURE

Neither CONTRACTOR nor CITY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such Party and without fault or negligence of such Party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other Party or third parties (except as otherwise specifically provided herein).

34. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both Parties.

36. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the Parties to this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

CONTRACTOR:

[Name], a [type of Entity]

By: _____
Name:
Title:
Date signed:

By: _____
Name:
Title:
Date signed:

CITY:

City of Portola, a California municipal corporation

By: _____
Name: Jon Kennedy
Title: Interim City Manager
Date signed:

APPROVED AS TO FORM:

Steven C. Gross
City of Portola City Attorney

EXHIBIT A TO AGREEMENT

SCOPE OF SERVICES

1. SUMMARY DESCRIPTION

CONTRACTOR shall furnish CITY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which CITY provides CONTRACTOR with Tow Request as described herein.

2. TOW PROCESS – ALL ABATEMENTS

- A. Tow Request CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. CITY will make Tow Requests by phone call to the CONTRACTOR at [insert telephone number], which shall be answered by CONTRACTOR at all times between the hours of 8:00am to 5:00pm Monday through Friday, excluding CITY-observed holidays. A CITY employee or Code Enforcement Officer will be present at the location and time of tow. CITY will provide a Tow and Storage Report and a DMV REG 462 Form when applicable, or other appropriate forms as approved by CITY, for vehicles towed from the public right-of-way or from private property to the tow truck driver at the location from where the vehicle is to be towed. CITY'S Tow and Storage Report or DMV REG 462 Form (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. CITY'S Tow and Storage Report shall include authorization for CONTRACTOR to remove and tow the vehicle to CONTRACTOR'S storage facility or dismantler.
- B. Response Time CONTRACTOR shall dispatch and provide service to the location as provided in the Tow Request within 24 hours of call received, or on a mutually agreed upon time. CONTRACTOR shall perform tow removal services Monday through Friday, 8:00am to 5:00pm, excluding CITY-observed holidays. For tows requiring a low-boy CITY will provide advance notice of one calendar day to CONTRACTOR, whenever possible.
- C. Failure to Timely Abate If CONTRACTOR fails to answer the above-listed phone number during the hours stated or fails to remove vehicles within the foregoing response time, CITY may, in CITY'S sole discretion, have the vehicles removed in any manner CITY deems appropriate and charge the expense thereof against CONTRACTOR.
- D. Documentation CONTRACTOR'S tow truck drivers shall be given CITY'S Tow and Storage Report or DMV REG 462 Form

Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

- E. Inspection of Vehicle Identification Numbers and License Plates Prior to hook-up/loading of vehicles to be abated, CONTRACTOR'S tow truck drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage Report or DMV REG 462 Form from CITY. If any variation or discrepancy exists, CONTRACTOR will immediately notify CITY for direction.
- F. Towing CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.
- G. Prevention of Damage to Vehicles and Contents All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage which occurs to towed vehicles or contents while in possession of CONTRACTOR shall be solely CONTRACTOR'S responsibility.
- H. Prevention of Damage to Abatement Sites CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of CITY at CONTRACTOR'S expense.
- I. Determination of Estimated Vehicle Value for Vehicles Towed from Public Right-Of-Way
 - (1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide CITY with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR by CITY on the Tow and Storage Report.
 - (2) If CITY questions CONTRACTOR'S estimate of value, such as but not limited to circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than

CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide to CITY documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. Location CONTRACTOR shall store vehicles abated under this Agreement only in storage facilities located at [insert address(es)]
- B. Posting of Notice as Required by Vehicle Code Section 22850.3 CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- C. 24-Hour Public Access Telephone Line CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

4. DISPOSITION OF VEHICLES

- A. Vehicles Towed from Private Property All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.
- B. Vehicles Towed from Public Right-of-Way
 - 1) Minimum 15-Day Storage CONTRACTOR shall store all vehicles towed under this Agreement for a minimum fifteen (15) days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charged in accordance with the California Vehicle Code.

- 2) Final Disposition If vehicles are not claimed during the foregoing 15- day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:
 - i. DMV Forms REG 462, Junk If, during the 15-day storage period, CITY provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Forms REG 462 (a blank copy of which is attached hereto as Attachment 2 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets—all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.
 - ii. Other Final Disposition If CITY does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (Sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to CITY of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise CITY of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.
 - iii. Motorhomes and Travel Trailers All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of date towed. Verification of final disposition shall be provided to CITY with submission of invoice(s) for disposal fees incurred, prior to payment.
- 3) Disposal of Hazardous Materials CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such materials is conducted in accordance with all applicable laws.
- 4) Disposition of Personal Property in Vehicles CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieved by registered owners, CONTRACTOR may dispose of any such property in accordance with applicable laws.

5. RECORDS, AUDITS AND REPORTS

- A. In conjunction with Paragraph 30 of this Agreement, Audits and Records, CONTRACTOR shall provide weekly summary reports to CITY of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding week. Such weekly reports shall include all of the information listed in subparagraph D, below.
- B. CONTRACTOR shall also assist CITY with providing documentation of the abatements performed herein for compliance with audits from the Plumas County Abandoned Vehicle Service Authority (PCAVSA).
- C. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four (4) years. Such records shall be open to inspection immediately during regular business hours upon request by CITY.
- D. At minimum, CONTRACTOR'S records shall include the following with the dates of each action:
 - 1) Case Number assigned by CITY.
 - 2) Original or copy of CITY'S written Tow and Storage Report or DMV REG 462 Form.
 - 3) Name or employee number of tow truck driver who performed the abatement.
 - 4) Name, address and phone number of person, if available, whose vehicle was towed.
 - 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
 - 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
 - 7) Location to which the vehicle was towed.
 - 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicles Motor Carrier Permit. CONTRACTOR shall immediately notify CITY in writing of any changes in the permit.

7. TOW TRUCK DRIVER REQUIREMENTS

- A. Sufficient Number of Drivers CONTRACTOR shall employ a sufficient number of qualified drivers to assure compliance with CITY'S required response time set forth above.
- B. Competency CONTRACTOR shall ensure that tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure that the tow truck drivers are trained and proficient

in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

C. List of Drivers CONTRACTOR shall maintain a current list of drivers and shall provide the list to CITY upon CITY'S request. CONTRACTOR shall maintain the following information for each driver:

- 1) Full name
- 2) Date of birth
- 3) California driver license number
- 4) Job title/description
- 5) Type(s) of truck(s) driver has been trained to operate

D. Criminal Convictions as Prohibition from Performing Services

1) CITY may prohibit CONTRACTOR or any of its drivers from performing services under this Agreement if CONTRACTOR or any of CONTRACTOR'S drivers has been convicted of a crime involving dishonesty, fraud or deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code Section 1203.4; and CITY concludes that by reason of the crime, CONTRACTOR or CONTRACTOR'S drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, CITY shall not prohibit performance of services under this Agreement solely on the basis that CONTRACTOR or a driver of CONTRACTOR has been convicted of a felony if the person has obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq. or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

1. DMV Employer Pull Notice Program CONTRACTOR and all of CONTRACTOR'S tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. CONTRACTOR shall enroll new drivers in the EPN Program within 30 days of hire. CONTRACTOR shall sign, date and maintain Pull Notices on file and shall provide copies of the Pull Notices to CITY within seven calendar days of CITY'S written request therefor.

8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

CONTRACTOR shall equip and maintain tow truck(s) utilized in the performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code pertaining to motor vehicles and consistent with industry standards and practices. CONTRACTOR'S tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 3 and incorporated herein by this reference. Tow trucks shall display CONTRACTOR'S name, city and telephone number painted on or permanently affixed to the vehicle. CONTRACTOR must have in operation at all times a sufficient number of tow trucks to assure compliance with CITY'S required response time set forth above. CONTRACTOR shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. Tie down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If CONTRACTOR does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight and/or condition of the vehicle, CONTRACTOR must have the capability to contract for a qualified subcontractor to promptly remove the vehicle.

9. TOW TRUCKS – REQUIRED INSPECTIONS

- A. When responding to tow requests pursuant to this Agreement, CONTRACTOR shall use only tow vehicles that are currently included in CONTRACTOR'S Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.
- B. CITY shall have the right to inspect and evaluate the suitability of any/all of CONTRACTOR'S tow vehicles, equipment and facilities to be used in performance of this Agreement.

10. PUBLICATION OF DOCUMENTS AND DATA

CONTRACTOR shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the CITY without the prior written consent of CITY, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the CITY or CONTRACTOR.

EXHIBIT B TO AGREEMENT

CITY OF PORTOLA INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification, Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives or employees. CITY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the CITY, insurance provisions in these requirements do not provide adequate protection for CITY and for members of the public, CITY may require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CITY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

1. Verification of Coverage

Contractor shall furnish the CITY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** The CITY may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the CITY, the interests of the CITY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the CITY before performance commences. The CITY reserves the right to require that Contractor provide complete, certified copies of any policy of insurance including endorsements offered in compliance with these specifications.

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

GARAGE LIABILITY: Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Garage Broadening endorsement. Including, but not limited to Garage Operations, Premises Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the CITY. The policy shall utilize symbol "21" (any auto).

GARAGE KEEPERS COVERAGE: Physical Damage Coverage for loss to customers' vehicles while in the care, custody and control of the Contractor. Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct and primary basis.

ON-HOOK TOWING COVERAGE: Physical Damage Coverage for loss to customers' vehicles while being towed.

WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial Garage Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

3. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Garage Liability minimum limits and structure shall be:

Auto Only Each Accident:	\$1,000,000
Other than Auto:	\$1,000,000
Other than Auto Aggregate:	\$2,000,000
Personal Injury:	\$1,000,000

2. Garage keepers Coverage: \$ 500,000 Each Loss

3. On-hook Towing Coverage: Class A- \$50,000, Class B- \$150,000, Class C or above \$200,000 Each Loss

4. Workers' Compensation: Statutory.

5. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved in writing by the CITY.

5. Other Insurance Provisions

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provisions:

A. All Policies:

1. Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than **A-:VII**. The CITY may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the City Manager, the interests of the CITY and the general public are adequately protected.

2. Maintenance of Insurance Coverage The CONTRACTOR shall maintain all insurance coverages in place at all times and provide the CITY with evidence of each policy's renewal within ten (10) days of its anniversary date.
3. CONTRACTOR is required by this Agreement to immediately notify CITY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

B. Garage Liability and/or Commercial Automobile Liability:

1. Additional Insured Status CITY, its governing Council, officers, directors, officials, employees, and authorized agents and volunteers are to be endorsed as additional insureds as respects: liability arising out of garage operations and activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles driven, owned, leased, hired or borrowed by the Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to the CITY, its governing Council, officers, directors, officials, employees, and authorized agents and volunteers.
2. Civil Code Provision Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
3. Primary Insurance For any claims related to this Agreement, the Contractor's insurance coverage shall be endorsed to be primary insurance as respects the CITY, its governing Board, officers, directors, officials, employees, and authorized agents and volunteers. Any insurance or self-insurance maintained by the CITY, its governing Council, officers, directors, officials, employees, and authorized agents and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
4. Severability of Interest The CONTRACTOR's insurance shall apply separately

to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Subcontractors CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and shall require all its subcontractors to maintain adequate insurance

C. Workers' Compensation:

Workers' Compensation Waiver Of Subrogation The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the CITY, its governing Council, officers, directors, officials, employees, and authorized agents and volunteers , which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against CITY, its governing Council, officers, directors, officials, employees, and authorized agents and volunteers.

6. Notification of Claim

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect CITY, CONTRACTOR shall give prompt and timely notice thereof to CITY. Notice shall not be considered prompt and timely if not given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

EXHIBIT C TO AGREEMENT

COMPENSATION

Fee Schedule

Abated / Abandoned vehicle tow \$250.00/hr* .

(This includes passenger vehicles, cars and trucks and trucks
with over-bed campers)

Motorhomes, RV's, trailers, and boat tow \$500.00/hr* .

Large farm equipment (requiring Class D truck) \$750/hr* .

Individual tires \$3.00 each

Individual tires mounted on rims/wheels \$10.00 each

Miscellaneous scrap/recyclable material NO CHARGE

- *Fees are calculated on an hourly basis in 15-minute increments aggregated based on the customary travel time directly from Contractor's place of business, to the tow site, to the dismantler and back to the Contractors place of business, irrespective of the route actually traveled, with a one hour minimum.

In addition to the rate schedule above, the following may also be utilized:

- A. Unusual Circumstances: For unusual circumstances requiring extraordinary effort by CONTRACTOR, the compensation shall be negotiated on a case-by-case basis with final approval by CITY.
- B. Cancelled Call-out Compensation: In the event that City notified CONTRACTOR to perform abatement services and the CONTRACTOR travels to the specified location and there is no need to perform services, CONTRACTOR will be compensated \$50.00.

1. SUBMISSION OF MONTHLY INVOICES/PAYMENTS

A. CONTRACTOR shall address and submit invoices for each tow service provided within (5) five calendar days of performance of service to the address in the Notice provision of this Agreement for all vehicles abated. CONTRACTOR shall address and submit invoices for each travel trailer or motorhome disposed of within (45) forty-five days of tow service to the address in the Notice provision of this Agreement for all vehicles abated Failure to comply with this provision may result in nonpayment of invoices in the event the Maximum Total Payment Amount, as described above, has been reached. Such invoices shall include the following information, as well as reconciliation with the weekly reports provided by CONTRACTOR pursuant to Exhibit A, Paragraph 5 (Records, Audits and Reports):

- 1. Contract Number:

2. Project Name: Vehicle Abatement Services
 3. Date of Submission
 4. Time Period Covered
 5. Services Provided and Compensation to be Paid
 6. Any other information deemed necessary by CONTRACTOR and/or CITY.
- B. When payment is due from CITY to CONTRACTOR as provided in this Exhibit C, CITY shall address and submit payments to CONTRACTOR at the address in the Notice provision of this Agreement

CITY OF PORTOLA
VEHICLE TOW AND STORAGE REPORT

Case Number: _____		Date Inspected: ____ / ____ / ____		Time: ____ : ____ AM/PM	
License _____		State _____		VIN _____	
Year: _____		Make: _____		Model: _____	
Type: _____		Color: _____			
Location: _____			Odometer: _____		
Officer: _____		Badge # _____		Voluntary Removal? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Vehicle Condition <input type="checkbox"/> Complete <input type="checkbox"/> Dismantled <input type="checkbox"/> Wrecked <input type="checkbox"/> Vandalized <input type="checkbox"/> Hulk					
Parts Missing: <input type="checkbox"/> Steering Wheel <input type="checkbox"/> Windshield <input type="checkbox"/> Radio <input type="checkbox"/> Seats <input type="checkbox"/> Engine <input type="checkbox"/> Transmission					
<input type="checkbox"/> Door(s) _____ <input type="checkbox"/> Window(s) _____ <input type="checkbox"/> Flat Tire(s) _____ <input type="checkbox"/> Wheel(s) _____					
Other: _____ Date last registered: _____					
This vehicle was towed and stored for violations of the following California Vehicle Code (CVC) or Portola Municipal Code (PMC) sections:					
<input type="checkbox"/> CVC 22669(a) Provides for removal of a vehicle when an officer has reasonable grounds to believe it is abandoned					
<input type="checkbox"/> CVC 22669(d) Provides for IMMEDIATE removal of a vehicle when it is missing parts necessary to operate safely					
<input type="checkbox"/> CVC 22651(k) AND SCC 10.24.070 (b) or (i) Provides for removal of a motorized or non-motorized vehicle from a highway after seventy-two (72) hours of continuous parking					
<input type="checkbox"/> CVC 22651(o) Provides for IMMEDIATE removal of vehicles where vehicle registration has been expired for more than six (6) months.					
<input type="checkbox"/> CVC 22523 Prohibits abandonment of a vehicle					
<input type="checkbox"/> Specify Other _____					
<input type="checkbox"/> Registered Owner		<input type="checkbox"/> Legal Owner		<input type="checkbox"/> Buyer (NRL)	
<u>NRL -- Notice of Transfer and Release of Liability</u>					
ATTENTION VEHICLE OWNER: In accordance with the provisions of CVC 22852, you are hereby notified that the described vehicle has been stored. You have a right to a hearing to determine the validity of this action. You may request a hearing in writing, in person, or by telephone. Send written requests to: City of Portola, 35 Third Avenue, Portola, CA 96122 or call 530-832-6801. Your request for a hearing must be received within ten (10) days from the date of this notice. If you request a hearing, it will be conducted within 48 hours of your request, excluding weekends and holidays. If the registered/legal owner fails to request or to attend a scheduled hearing, this shall satisfy the post storage validity hearing requirement of CVC 22852. Pursuant to CVC 22851.3, the vehicle described above will be disposed of fifteen (15) days from the towing/storage date.					
VEHICLE TOWED/ STORED BY _____			ESTIMATED VALUE OF VEHICLE		
_____			<input type="checkbox"/> Less than \$500		
_____			<input type="checkbox"/> More than \$500		
_____			<input type="checkbox"/> Unknown value		
Phone _____			Tow Requested: Date: _____ Time: _____		
I CERTIFY THAT NOTICES WITH POSTAGE PREPAID WERE DEPOSITED IN US MAIL, AND THAT THESE NOTICES, OF WHICH THIS IS A COPY, WERE ADDRESSED TO THE PERSON(S) NAMED HEREIN.					
Date Deposited ____ / ____ / ____		Officer _____ (Sign)			
		_____ (Print)			
NOTICE TO DEPARTMENT OF JUSTICE					
We have been unable to locate the owner of the vehicle identified above, and the vehicle is not registered in California. Notice required by CVC 22852 has not been completed. In accordance with CVC 22853, we are providing notice of vehicle removal to the Department of Justice, Stolen Vehicle System, PO Box 944255, Sacramento CA 95813					
POST STORAGE HEARING (CVC 22852) Date _____ Hearing Officer _____					
Hearing Requested by _____			Requested Date _____		
Hearing Officer's Decision _____					

Vehicle Release Procedures

The following items are necessary to claim your vehicle:

- Vehicle Tow and Storage Report
- Valid driver's license
- Vehicle registration

City of
Portola
35 Third
Avenue
Portola, CA
96122

Monday-Friday 9:00 AM - 5:00 PM, excluding holidays

If you do not wish to recover your vehicle please contact the City at City of Portola, 35 Third Avenue, Portola, ca 96122 or call (530) 832-4216.

If you are no longer the registered owner of the vehicle that has been towed, and feel that you are not responsible for the fees please provide a copy of the Release of Liability (Reg. 138) to the City at City of Portola, 35 Third Avenue, Portola, ca 96122 or call (530) 832-4216 or fax it to (530) 832- 5418 Attn: Code Compliance Officer. Also, a contact number will need to be provided. This process will take at least 5 business days.

Towed Vehicle Disputes

If you are disputing the tow of your vehicle please contact the Code Compliance Officer at (530) 832-6833.



**PUBLIC AGENCY AUTHORIZATION TO DISPOSE
OF A VEHICLE VALUED AT \$500 OR LESS
TO A SCRAP IRON PROCESSOR OR DISMANTLER**

C.V.C. 22851.2 C.V.C. 22851.3

PRINT ALL INFORMATION EXCEPT SIGNATURES

A. TO BE COMPLETED BY PUBLIC AGENCY (Items 1-12)

1. LIC. PLATE NUMBER DISPLAYED ON VEHICLE		2. ISSUED BY STATE OF	
3. YEAR MODEL	MAKE	BODY TYPE	
4. VEHICLE IDENTIFICATION NO. (VIN)		<input type="checkbox"/> The vehicle is in such condition that the VIN is not available	
5. ENGINE IDENTIFICATION NO. (EIN) (MOTORCYCLES ONLY)		<input type="checkbox"/> The vehicle is in such condition that the EIN is not available	

NOTE: THIS VEHICLE MAY ONLY BE DISPOSED OF TO A LICENSED DISMANTLER OR SCRAP IRON PROCESSOR.

AUTHORIZED TO DISPOSE OF VEHICLE

6. AGENCIES ESTIMATED VALUE OF VEHICLE		
7. PUBLIC AGENCY NAME		DATE TOWED
8. ADDRESS		CITY
9. OFFICER'S NAME/AUTHORIZED PUBLIC AGENCY EMPLOYEE TITLE		RANK/TITLE
a. <input type="checkbox"/> Law Enforcement b. <input type="checkbox"/> Authorized Public Agency		BADGE/SERIAL NO. (Officer Only)

10.
 At least 72 hours before removal, a distinctive notice was attached to this vehicle stating it would be removed by a public agency.
 Abandoned vehicle removed per CVC 22669(d).
 Immediately after removal, the public agency notified the Stolen Vehicle System of the Department of Justice in Sacramento of the removal.
 Notification was mailed to all interested parties. _____ DATE

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11. SIGNATURE OF OFFICER/PUBLIC AGENCY EMPLOYEE AUTHORIZING DISPOSAL OF VEHICLE	DATE AUTHORIZED
12. NAME OF AUTHORIZED TOWING COMPANY	

B. TO BE COMPLETED BY TOWING AGENT (Items 13-16)

13. SIGNATURE OF TOWING AGENT ON LINE 16 RELEASES INTEREST IN VEHICLE TO DISMANTLER OR SCRAP IRON PROCESSOR BELOW.
 Notification was mailed to all interested parties. _____ DATE

14. DISMANTLER OR SCRAP IRON PROCESSOR FIRM NAME	DISMANTLER NO.
15. ADDRESS	CITY

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

16. SIGNATURE OF TOWING AGENT	DATE
-------------------------------	------

C. DISTRIBUTION OF COPIES BY THE FOLLOWING

- Public Agency:** Retain YELLOW copy for your records. Give WHITE and PINK copies to firm or person to whom vehicle given.
Towing Agency: Give WHITE and PINK copies to the dismantler or the scrap iron processor.
Dismantler: Attach WHITE copy to completed Report of Vehicles to be Dismantled (Reg 42) and mail to:
 Department of Motor Vehicles, P. O. Box 944292, Sacramento, CA 94244-2920
 Retain PINK copy for your dismantler records.
Scrap Iron Processor: Retain PINK and WHITE copies for your records.

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Jon Kennedy, Interim City Manager

MEETING: April 27, 2022

SUBJECT: Intermountain Disposal Franchise Agreement Amendment No. 2

BACKGROUND

Attached is a draft amendment to the refuse collection franchise agreement, at the request of Intermountain Disposal, Inc. The amendment calls for the elimination of customer-supplied cans for refuse collection, to facilitate IMD's desire to collect residential solid wastes using an automated side-loader collection vehicle. The amendment, if approved, will add Section 5.6 to the franchise agreement.

The Infrastructure Committee met with Intermountain Disposal on January 27, 2022 to discuss IMD's desire to change the refuse collection vehicle, along with other issues potentially affecting both the franchise agreement and the city's solid waste ordinance. The city and IMD have agreed to proposed verbiage for new franchise agreement section 5.6.

Other possible changes to the franchise agreement and the solid waste ordinance remain under discussion between the Infrastructure Committee and Intermountain Disposal.

RECOMMENDATION

Staff recommends that the City Council approve Amendment No. 2 to the Refuse Collection Franchise Agreement.

Attachments:

Attachment 1 – Second Amendment to Franchise Agreement Between the City of Portola and Intermountain Disposal, Inc.

Attachment 1

**SECOND AMENDMENT TO FRANCHISE AGREEMENT BETWEEN
THE CITY OF PORTOLA AND INTERMOUNTAIN DISPOSAL, INC.**

THIS SECOND AMENDMENT TO FRANCHISE AGREEMENT (“Amendment”), dated the ____ day of _____, 2022 is made and entered into by and between the City of Portola (“City”) and Intermountain Disposal, Inc. (“Company”) with reference to the following:

WHEREAS, City and Company entered into an Amended and Extended Franchise Agreement for Solid Waste and Recyclable Material Collection Services (“Agreement”), dated November 1, 2017; and

WHEREAS, Section 10.15 of the Agreement provides any amendment must be in writing and duly executed by the parties; and

WHEREAS, City and Company desire to eliminate customer-supplied cans from the schedule of rates for refuse collection services to facilitate Company’s planned change in collection vehicle(s).

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 5.6 is added and the Agreement is amended to read as follows.

5.6 Elimination of Customer-Supplied Cans

To facilitate Company's transition to new Residential Solid Waste Collection equipment during calendar year 2022, Company shall replace Customer-supplied Cans with a Waste Cart coincident with Company's deployment of an automated side-loader Collection vehicle.

Company shall contact each Customer who uses and are charged fees for Customer-supplied Cans at least two (2) weeks prior to the date of the anticipated change to an automated side-loader Collection vehicle. Company shall confirm with each affected Customer the size of Waste Cart to replace the Customer-supplied Can(s).

Company shall waive Waste Cart delivery charge for all affected Customers who subscribe to and pay fees for Customer-supplied Cans at the time of Company's transition to an automated side-loader Collection vehicle.

The Rates for Customer-supplied Cans in the Rates schedule shall be eliminated upon Company's commencement of Residential Solid Waste Collection using an automated side-loader Collection vehicle.

2. City and Company agree and acknowledge that. Except as explicitly modified by this Amendment, the Agreement remains in full force and effect.
3. All other terms and conditions of the Agreement remain the same.

IN WITNESS WHEREOF, the City and Company have executed this Amendment No. 2 as of the day and year first written above.

CITY OF PORTOLA

INTERMOUNTAIN DISPOSAL, INC.
a California corporation

JON KENNEDY
Interim City Manager

RICKY ROSS
Vice President

ATTEST:

APPROVED AS TO FORM:

TARA KINDALL
City Clerk

STEVEN GROSS
City of Portola Counsel



October 24, 2020

Tear Kindall
Portola City Clerk
Portola City Hall
35 Third Avenue
Portola, CA 96122

Dear Ms. Kindall:

As the Executive Director of Care Flight, Carol Mero, RN Health Policy Advocate from Eastern Portola Health Care first notified me of the Verizon cell tower project on Thursday, October 22, 2020. From our conversation, Ms. Mero expressed the hospitals concern with the safe operations of our air medical operations into Eastern Plumas Hospital landing zone. On Thursday, I discussed this issue with our aviation department and provided them with the limited information we were provided on this project. I received a return call with their evaluation on Friday, October 23, 2020. The following provides Care Flights unofficial evaluation of the impact this new cell tower will have on our helicopter approach and departure from the designated landing zone at Easter Plumas Hospital.

Safety Risk of the proposed Verizon Cell Tower:

In our research of the FAA Publication AC150/5390-2c Heliport/Helistop Design Standards under section 402, it identifies safe Final Approach and Takeoff Area specification. The standard approach and departure path are to have no obstacles higher than 250 feet within 2,000 feet along the standard path. Diagram A below outlines this unobstructed flight path.

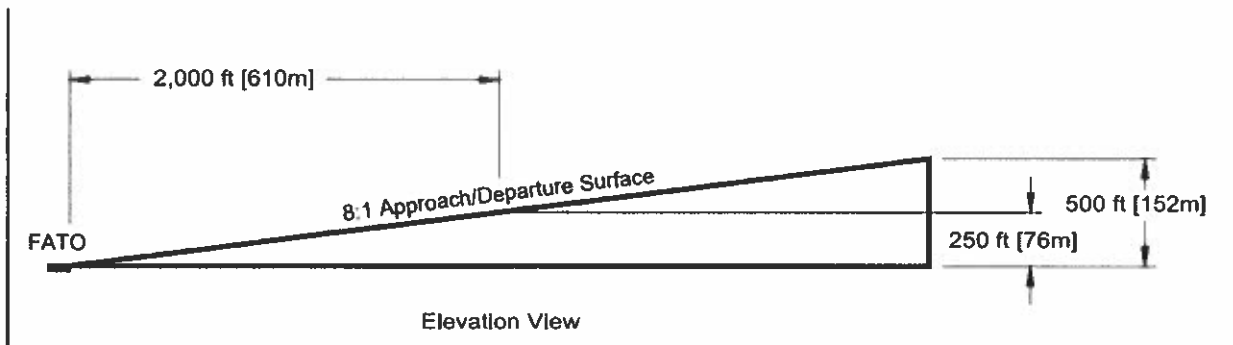


Diagram A

The guidelines also identify the width of the approach and departure path into and out of a landing zone. Diagram B below outlines the guidelines for the width of the flight path. It indicates that 4,000 feet from the Final Approach and Takeoff Area (FATO) or landing zone is not to have obstructions within 500 feet of the centerline of the approach or departure path.

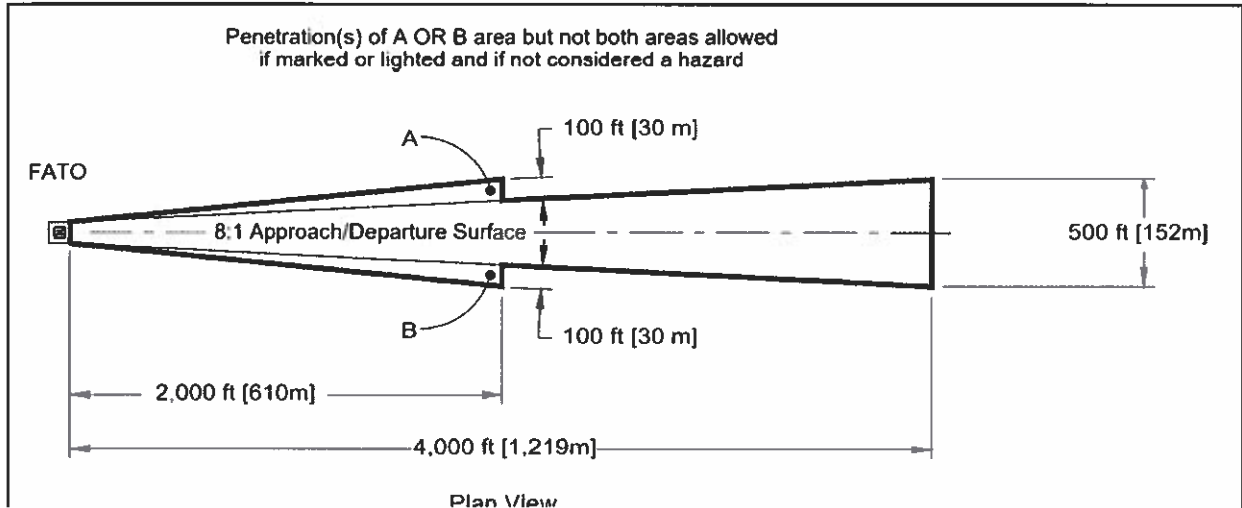


Diagram B

Care Flight Standard Approach and Departure Path:

The map below identifies Care Flights standard approach and departure path into EPHC landing zone. Our standard approach is from the river north west of the hospital. Our pilots use this approach to avoid the natural terrain, hillside to the north and east of the landing zone. Our standard departure path is to the east over the parking area, to avoid the hospital buildings.



As you can see from this map the proposed Verizon cell tower site identified by the red triangle is well outside the flight safety approach and departure guidelines outlined in the FAA publication AC150/5390-2c addressed earlier.

RF Interference with Aircraft Avionics:

I reached out to our aviation vendor’s avionics department to see if they had information on the effects 5G cell towers have on aircraft navigational and avionics systems. There are no published FAA bulletins or notices identifying RF interference from 5G cell tower on aircraft avionics. The only FAA bulletin we could find was a warning to helicopter pilots landing at hospital helipad that operate MRI diagnostic equipment within close distance to the landing zone. If MRI diagnostic equipment is in operation within a close proximity to the pad, it affects the navigational equipment, heading and directional instrumentation.

In Conclusion:

Since Care Flight, operations are only conducted under VFR (Visual Flight Rules) and not IFR (Instrument Flight Rule), our pilots will not be relying on instruments to guide them into the landing zone. Under VFR regulations, the pilots must have clear visibility standards for the entire flight. Care Flight’s aviation vendor Med-Trans FAA Approved weather minimums are outlined in Diagram C below.

As you can see from our standard approach and departure path into EPHC, the Verizon 5G tower proposed location does not pose an unsafe condition to our standard operations.

Location	Day		Night		Night using an Approved NVIS or HTAWS	
	Ceiling	Flight Visibility	Ceiling	Flight Visibility	Ceiling	Flight Visibility
Nonmountainous local flying areas	800-foot	2 statute miles	1,000-foot	3 statute miles	800-foot	3 statute miles
Nonmountainous non-local flying areas	800-foot	3 statute miles	1,000-foot	5 statute miles	1,000-foot	3 statute miles
Mountainous local flying areas	800-foot	3 statute miles	1,500-foot	3 statute miles	1,000-foot	3 statute miles
Mountainous non-local flying areas	1,000-foot	3 statute miles	1,500-foot	5 statute miles	1,000-foot	5 statute miles

Diagram B

Care Flight Request to Enhance Safety:

After reviewing this Verizon 5G cell tower project we would highly recommend that the tower be fitted with a flashing red light to enhance safe operations into the EPHC landing zone. On behalf of Care Flight and our flight crews, we appreciate the opportunity to provide our review and comments to the Council members.

Sincerely;

Ron Walter, MBA, CMTE
 Executive Director
 Care Flight at REMSA Health

David Truax
P. O. BOX 1906
QUINCY, CA. 95971
Cell (530) 927-8858

Date: April 6, 2022

To: Jon Kennedy, City Manager, City of Portola

Fm: David Truax, retired Helicopter Pilot

Re: Tower installation near EPHC

I would like to give you my opinion on the approved tower installation near EPHC.

First, I will give you my background so that you can understand why I think my opinion may help clear the air (no pun intended). I am an airline transport rated helicopter pilot with type ratings in six different helicopters. I have an award given to me by the Helicopter Association International for 20,000 accident and incident free helicopter hours. I also have a commercial multi-engine airplane instrument rating.

I have done night and IFR sling loads in Alaska. I have landed on snow in the mountains VFR at night many, many times without night vision goggles. I have used night vision goggles on night jobs flying in a 2,000-foot deep and narrow canyon, what a luxury to have them and necessary to transport 13 passengers to the bottom safely. I have been around the world a couple of times with extensive flying in Columbia and Venezuela. In Papua New Guinea I flew passengers to a gold mine located at 15,000 feet. The last 10 years I spent sling loading groceries and cargo to U. S. Naval ships at sea. With a 42-year career you can imagine that the list could go on.

Now to address Mr. Mackey's concerns over the helipad and tower installation near EPHC. As far as the heliport being at altitude, I would submit that every helicopter manufactured comes with an operations manual. In that manual are numerous charts and graphs that when followed will tell the pilot how the helicopters can safely be expected to perform in all the different flight regimes that may be encountered. Only a fool would not refer to these charts and graphs before flights.

Mr. Mackey wants FAA approval for the helipad. He also suggests having an instrument approach installed and certified. That is way easier said than done. I won't go into the laundry list of what is required to accomplish that but the list is huge and very, very costly. Care Flight doesn't want or need any of that. They are professional pilots that strictly adhere to VFR flying regulations and minimums that

cannot be tossed aside. I have safely landed VFR day and night in mountainous terrain and in flat desert. No FAA inspector ever certified the landing zone nor was one needed.

Mr. Mackey seems intent on the thinking that Care Flight may go from a VFR to an IFR program. I have thousands of hours on the IFR side of the equation. The expense would drive Care Flight out of business or the price for their services would sky rocket.

The current approved new tower falls outside the areas clearly marked as open for safe VFR flight, day or night. Federal Aviation regulations publication AC150 defines the standards under section 402 to which the heliport and surrounding area must adhere.

Mr. Mackey asserts that 5G would adversely affect aircraft instrumentation. If it is determined that 5G-C band would adversely affect the use of night vision goggles (NVIS) or helicopter terrain avoidance warning system (HTAWS) then Care Flight would either replace the affected equipment or fall back to a higher set of ceiling and visibility requirements as published in their letter dated October 24, 2020 to the Portola City Clerk.

Again, a pilot would be a fool to conduct flight ops without checking for FAA documents that pertain to the proposed operational area. Besides, 5G is off the table so the point is moot.

In ending I will say that I understand most of Mr. Mackey's concerns, if Care Flight was operating in an IFR environment. The truth of the matter is that Care Flight is not. These arguments are apples and oranges.

Respectfully submitted,


David Truax

Wed 3/23/2022 9:03 AM

City of Portola:

I have been asked by Joshua Hart To provide a summary of facts and my opinions regarding helicopter operations at Eastern Plumas Health Care (EPHC). My qualifications for these opinions are over forty years as an aviation safety consultant and accident investigator. I am an Airline Transport rated helicopter pilot with over 40 years helicopter flying experience.

The EPHC is located at a high elevation which negatively affects helicopter performance. In addition, the area is subject to smoke from forest fires as well as frequent poor weather for helicopter operations. The present landing area is on grass on a sloping surface with no easy way to remove snow. In addition, a number of obstructions surround the landing area. The current landing area has never been approved by the FAA as a heliport or helicopter stop. If an accident should occur at the present landing site, in my experience a defense against negligence would be needed.

I would suggest forming an immediate plan to get FAA approval for the present landing area. Once the application is filed, an FAA inspector will inspect the area and determine what steps need to be taken to continue the present operation with certification from the FAA.

I would suggest at a minimum, a level paved area big enough for a helicopter be installed which could be plowed and obstructions be moved, removed or properly marked. It may be that public funds are available for such a project. Once the area becomes a certified helicopter-stop, it would be possible to design an instrument approach using GPS that would allow for safer operations in marginal weather as well as in conditions which are presently not flyable.

The Verizon cell tower in its proposed location appears to violate the FAA standards regarding obstruction height within the area surrounding the landing area for instrument approaches. With no plan for a helicopter-stop in place, it would be difficult to challenge the tower location as an obstruction to operations which do not yet exist.

My understanding from a phone conversation with Jon Kennedy is that the current proposal is for Verizon 4G LTE service only and if 5G was to be added, it would require Verizon to again seek approval. I would suggest that this may not be the case, as the change over could be considered a minor or maintenance type of modification. I recommend getting this clearly specified as adding 5G could adversely effect the helicopter operation.

Currently, helicopters landing at the hospital are required to use radio altimeters which measure altitude above the ground exactly and Night Vision Goggles to land during hours of darkness. These devices are not reliable when in close proximity to 5G service which could restrict the EPHC to daylight only, good weather operations if 5G were installed nearby.

Without having an FAA certified landing area, EPHC might have a difficult time getting the proposed tower removed if it were installed before the landing area becomes FAA certified as the tower was there first..

Hopefully, things will work out well and EPHC will have a usable, safe helicopter emergency system.

Keith Mackey
Mackey International
<http://www.keithmackey.com>
Cell 352-502-5021
mackeyintl@gmail.com

This message contains information which may be confidential and privileged. Unless you are the addressee, you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

Wed 3/23/2022 10:59 AM

Dear Portola City Council,

Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) by revoking Verizon's permit to build a cell tower at the planned location near EPHC. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower **without any additional permits**, may put flight safety at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit prior to construction starting.

Thank you,
Charlene Herrera

Wed 3/23/2022 1:17 PM

Hello,

Let me start by saying how much I appreciate all you do to take care of the City of Portola. It is a thankless job and one that requires a huge commitment of time and effort, and it's certainly not getting any easier.

I've been reading about the proposed cell tower to be installed near EPHC and if it does limit night flying by CareFlight helicopters, I think that outweighs any benefit that can come from additional phone coverage. Please stop this tower!

We are constantly juggling priorities out here in the woods... growth vs. preservation of the small town benefits, tech advances vs. natural beauty, etc, etc. And we all know we undertake certain risks by living this far away from urban resources. But to do something that will potentially eliminate one of the risk mitigators (helicopter emergency service at night) actually creates unnecessary risk.

We have an opportunity to protect something that saves lives, let's protect our community.

Thanks for your efforts,
Jennifer

--

Jennifer Lacy
C: 530-386-2823

Wed 3/23/2022 1:49 PM

Dear Portola City Council,

May I ask - how important is it for our small communities to be able to use helicopters to move our citizens in severe pain or in dire health / accidental tragic situations to facilities where they can be taken care of?

Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) by revoking Verizon's permit to build a cell tower at the planned location near EPHC. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower **without any additional permits**, may put flight safety at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the

safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit.

Thank you.

Kind regards,

.•:• Corinne •:•.

✿Ada's Place ~ Quincy ✿
Lovely Boutique Garden Cottages
www.adasplace.com
530-283-1954

Wed 3/23/2022 1:54 PM

Please explore the potential hazards resulting from cell tower exposure before you move further on approving the tower application. It would be very sad to discover the negative health effects, especially for our children and grandchildren, years from now when the damage could no longer be undone. Please put our health before any inducements or profit made from this decision. Thank you. Pamela Noel Sent from my iPhone

Wed 3/23/2022 1:55 PM

Dear Portola City Council,

As a 45 year resident of Plumas County with a history of helicopter evacuation for medical care, I urge you to do whatever is necessary to revoke Verizon's permit to build a cell tower near any one of our County's hospitals. We simply can't risk our County's need for viable emergency response systems for Verizon convenience.

Sincerely,

Elisa Adler
Gensee Valley

Wed 3/23/2022 2:08 PM

Dear Portola City Council,

How ridiculous is it that a privately held company can place technology near a hospital that would increase the risk that I could not get the care that myself and my family deserve in a medical emergency?

Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) by revoking Verizon's permit to build a cell tower at the planned location near EPHC. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower **without any additional permits**, may put flight safety at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit prior to construction starting.

Thank you,

Virginia Cottone

Wed 3/23/2022 2:18 PM

Dear Portola City Council and Tara Kindall,

I have been informed that recent developments have transpired regarding the installation of a 5G Verizon Tower near our **EPHC hospital**. This has greatly disturbed me for the health of our community, mine and yours included. Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) from said tower by revoking Verizon's permit to build a cell tower at the planned location near EPHC.

Accidents happen at night as well as during daylight, so patients need to trust that they will be well cared for at all times if and when they would need air transportation to a larger hospital. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower ***without any additional permits***, may put flight safety at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital. You know these are safety risks that could harm patients in our community for years. Please show that you really care about all of us in our community and put a stop to this installation, revoke this permit.

I do not know anyone who is not able to have excellent service on their cell phone now with the current services provided in our area. It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit.

Thank you,

Linda Hale
Portola Librarian
530-832-4241

Wed 3/23/2022 2:33 PM

To City Manager of Portola,

Though I am a resident of Quincy, I strongly object to the proposed cell tower that has been proposed for a site near the hospital in Portola. It seems not only unwise for practicality issues, regarding helicopter access and potential future lawsuits due to the access concerns of patients with urgent care needs, but the added EMF exposure that it would bring to the areas residents, hospital and businesses will have grave impact on short and long term health. The facts are there for anyone willing to study them. This decision would be very short sighted. You have heard so many local residents and concerned citizens speaking frankly of all the down sides for such an installation, I am surprised you are set to approve this ill conceived tower installation. I feel that not too far down the road, you will strongly regret your combined decisions.

Please put people's wellness before profits this time around. We have so little sanity and goodness prevailing in the world these days, why not be part of making things better?

Thank you for listening,

Sincerely,
Jen Terhune

Wed 3/23/2022 2:44 PM

Hi Jon,

When you suggested on your facebook page that Keith Mackey is biased because he is a paid consultant, were you inferring that his statements are false or inaccurate? Would you please either specify which statements of his are false, or publicly retract your comment? This is not behavior that is appropriate for a public servant dealing with life and death/ public safety issues.

Would you suggest that a professional like him volunteer his services? How exactly would he be expected to pay his mortgage or buy groceries? Neither I nor Keith would risk our professional reputations by making false or misleading statements. That is a ridiculous accusation to make.

The city of Portola and EPHC should have consulted someone like Keith two years ago to get to the bottom of this, or require that Verizon pay for an independent consultant.

You're welcome for looking out for the safety of Portola, and spending our time and money toward this end. Please, in future, treat the public and those giving of their time with more respect, even if you disagree with them.

Josh

Wed 3/23/2022 2:44 PM

Dear Portola City Council,

Please take urgent action to address the likely interruption of Careflight access to EPHC from the planned Verizon tower near Portola hospital. The tower is likely to cause interference at night and in low visibility, resulting in the stoppage of CareFlight life saving support at those times. Verizon's proposal puts the future development plans of the hospital at risk.

With new information on the probable severe impacts to CAreflight service and the known health dangers of 5G, we ask you revoke the Verizon permit immediately-for the health and well being of community members and the future of the hospital.

Many thanks,
Rose Buzzetta
Plumas County citizen

Wed 3/23/2022 3:03 PM

Please forward my letter to the city council. Thank you.

Dear Mayor Morton and Portola City Council,

Please take immediate action in light of the new information on probable disruption of CareFlight access to EPHC. Revoke Verizon's permit to build a cell tower at the planned location. This is a public safety issue and may be a liability issue.

CareFlight and helicopter expert Keith Mackey have been very clear. Already commercial carrier and medivac flights have been restricted by 5G rollouts, and there is already interference with radar altimeters and night vision goggles.

I am one of the many people who have enjoyed Plumas County's hospitality and outdoor resources. However, without a readily available hospital, I would probably not recommend this area to campers, hikers, or skiers. Helicopter altimeters and night vision goggles are essential for CareFlight access to EPHC at night and in low visibility including in the winter.

You have heard how 5G frequencies, which Verizon has the ability to use on its tower without any additional permits, may put flight safety at risk by interfering with altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

Verizon's plans put the safety of the community, visitors, and the hospital operations at risk, and may even bring liability on the city for its permitting.

Put safety first. Given the new information on possible severe impacts to CareFlight services, I request that you immediately take action, stand up for the safety of the Plumas County community, and revoke this permit.

Very sincerely,

Nina Beety
277 Mar Vista Dr.
Monterey, CA 93940

Wed 3/23/2022 4:19 PM

Dear Portola City Council,

I strongly urge you to please revoke Verizon's permit to build a cell tower near EPHC. First of all, this tower will undoubtedly interfere with Careflight. For everyone, but especially as an older community, we need to make sure CareFlight operates without interruption. Personally, learning about CareFlight was one of the important factors in my decision to move here 11 years ago.

I also urge you to please dig a little deeper into the effects of EMF's on the health of people, animals, and trees, as well as other plants. After working in telecom research and development, I started researching the effects of EMF's on health. The truth is being whitewashed. Did we not learn anything from Big Tobacco? It was a technological advancement—the invention of the cigarette rolling machine 1880—that allowed Big Tobacco to grow enormously as the cost of production plummeted. They became big and powerful enough to hide the harmful and addictive nature of cigarette smoking. It took until 1964 for the first surgeon general's report to issue a report that cigarette smoking caused lung cancer and other diseases. It took decades for the truth to finally start coming out.

The situation is replaying itself now with the big and powerful telecom companies. In 2017 a Swedish study concluded "RF radiation should be regarded as a human carcinogen causing glioma." (Carlberg & Hardell). There are numerous studies proving that the FCC safety limits for exposure are insufficient to protect us. There are studies showing the addictiveness of screens. Once again big powerful companies are marketing addictive products choosing cheaper wireless technologies over more expensive wired technologies. They are prioritizing their bottom line over your and my health.

Please inform yourselves of what is happening in Pittsfield, Massachusetts. After the Verizon tower made numerous residents have to flee their homes to escape the sickening RF radiation, their public health department won a cease and desist order against Verizon.

Please, it is your obligation to take the time to really educate yourselves on the issues. You must halt progress on the EPHC tower until we can find solutions that don't jeopardize our community, our health and our medical care. Do you really want to find yourselves back peddling like Pittsfield, MA in the near future?

Thank you for your consideration,
Dr. Cinnamon Jones Cruz

Wed 3/23/2022 4:46 PM

Please read my email to the council:

Dear Portola City Council,

Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) by revoking Verizon's permit to build a cell tower at the planned location near EPHC. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower **without any additional permits**, may put flight safety at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit.

Thank you,

Lisa Miller
Portola

Wed 3/23/2022 5:26 PM

Dear Portola City Council,

Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) by revoking Verizon's permit to build a cell tower at the planned location near EPHC. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower **without any additional permits**, may put flight safety at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit.

It makes common sense...for the health of our community, DO NOT LET VERIZON DO THIS TO US!! PLEASE AND THANK YOU!

Thank you,

Virginia Jaquez
Resident of Quincy...hoping it does come to my town

Thu 3/24/2022 8:09 AM

----- Forwarded message -----

From: **Joshua Hart** <joshuahart@baymoon.com>
Date: Wed, Mar 23, 2022, 1:43 PM
Subject: Portola Cell Tower- speak up now
To: <info@plumaswired.org>

Please e-mail the council now- sample language below that you can adapt if you wish (or send as is)

PLEASE DO IT NOW!! Spread the word if you can. Send to:

citymanager@cityofportola.com
tkindall@cityofportola.com

please bcc: info@plumaswired.org

Meeting info: ***this evening*** 6pm

The City Council meeting is 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 (raise/ lower hand *9 / mute & unmute *6)

<please forward to council>

Dear Portola City Council,

Please take **urgent action** to address the likely interruption of CareFlight access to EPHC (according to Careflight as well as helicopter expert Keith Mackey) by revoking Verizon's permit to build a cell tower at the planned location near EPHC. You have heard how the tower is likely to cause interference with helicopter altimeters and night vision goggles, essential for careflight access to EPHC at night and in low visibility. You have heard how 5G frequencies, which Verizon has the ability to use on its tower **without any additional permits**, may put flight safety

at risk by muddling up altitude readings. You have heard how Verizon's tower puts at risk future development plans at the hospital.

It is not right that Verizon gets to use cheap real estate for its unnecessary tower, and because it doesn't want to pay more for a location on the mountain, puts the safety of the community and our hospital operations at risk. Given this new information regarding possible severe impacts to careflight services, we ask that you immediately take action to stand up for the safety of our community and revoke this permit.

Thank you,

<insert your name/ contact info>

Thu 3/24/2022 11:37 PM

Revoke the permit and stop construction of the cell tower by Portola Hospital. You have heard the reasons for revocation: endangered helicopter landings at night, and mega exposure of EMF to the hospital and surrounding areas.

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Yours Truly,
Malcolm Moore,
resident of Portola
