

CITY OF LOYALTON

COUNTY OF SIERRA
605 SCHOOL STREET
P.O. BOX 128
LOYALTON, CALIFORNIA 96118
(530) 993-6750
cityofloyalton.org



OFFICE OF THE MAYOR

**AGENDA FOR THE REGULAR MEETING OF THE
LOYALTON CITY COUNCIL
6:00 P.M. – CITY HALL AUDITORIUM
605 SCHOOL STREET
NOVEMBER 21, 2023
NEXT ORDINANCE #425
NEXT RESOLUTION NO. 7-2023**

**AGENDA & PACKET AVAILABLE ON CITY WEB SITE
cityofloyalton.org**

Any person with a disability may submit a request for reasonable modification or accommodation to the above-described means for accessing and offering comment at the meeting to Kathy LeBlanc, City Clerk, at ofclerk-cityofloyalton@psln.com who will swiftly resolve such request.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **ANNOUNCEMENTS**
6. **APPROVAL OF MINUTES**
Regular Meeting October 17, 2023 (Attachment)
Special Meeting November 6, 2023 (Attachments)
7. **STAFF REPORTS**
 1. Letter from Loyalton Fire Department regarding fund transfer.
8. **PUBLIC COMMENT**

This is an opportunity for members of the public to address the Council on items which are not on the agenda. Please state your name for the record. Comments are limited to three minutes. Written comments should be submitted to the City Clerk 24 hours prior to the meeting to allow for distribution. Under Government Code Section 54954.2 – Brown Act, the Council **cannot take action on any item not on the posted agenda**

9. **FIRE DEPARTMENT REPORT**

10. **FINANCIAL COMMITTEE REPORTS**

1. Financial Committee Report/Update

- Approval of Reconciled Accounts for October 2023 (Attachment)
- Approval of Bill Sheet October 2023 (Attachment)
- Acknowledgment of Approval of Fund Transfer from General 1956 to Enterprise Loan MM 0559 not to exceed \$24,000. (Attachment)

11. **PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION**

12. **OTHER COMMITTEE REPORTS**

13. **DISCUSSION AND POSSIBLE ACTION ITEMS**

1. Discussion and Possible Action regarding Reaffirming our State of Emergency Water Distribution System.
2. Discussion and Possible Action regarding Town Hall Meeting on Water Distribution System.
3. Discussion and Possible Action regarding Pricing Recapitulation for surge Protector at the WWTP.
4. Discussion and Possible Action regarding purchase of duck week skimmer for the WWTP.
5. Discussion and Possible Action regarding contract with Sierra Valley Cogen LLC.
6. Discussion and Possible Action regarding annual Holiday incentives for Employee's.

14. **AGENDA INPUT FOR UPCOMING MEETINGS**

15. **BOARD MEMBER CLOSING REMARKS**

16. **ADJOURNMENT**

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OFFICE OF THE MAYOR

STATE OF CALIFORNIA, COUNTY OF SIERRA

LOYALTON CITY COUNCIL

ADDEMDUM TO AGENDA

THE REGULAR MEETING CITY OF LOYALTON COUNCIL

NOVEMBER 21, 2023

The following item has been added to the Loyalton City Council Agenda For the Regular Meeting of the Loyalton City Council to take place on Tuesday November 21, 2023 at 6:00 p.m.

7. Discussion and Possible action regarding heater for Loyalton Thrift Store

October 17, 2023

REGULAR MEETING

The Regular meeting of the Loyalton City Council was called to order by Mayor Riede on October 17, 2023, at 6:00 p.m. Loyalton City Auditorium

COUNCIL MEMBERS PRESENT Mayor Riede, J. Markum, D. Gayner, B. Mertton

COUNCIL MEMBERS ABSENT

STAFF PRESENT

City Clerk- Kathy LeBlanc

GUESTS PRESENT

L. Garza, J. Buck, L. Horner, N. Rogers, D. Lawler, T. Easley, L. Easley, C. Johnson, B. Pangman, R. Moore, T. Johnson, T. LeBlanc, K. Fenley, J. Cameron, S. McIlravey, J. Herod, J. Eberhart, T. Miner

APPROVAL OF AGENDA

It was moved by J. Markum, seconded by B. Mertton to approve the agenda as presented. Motion carried.

ANNOUNCEMENTS

1. Councilmember Markum and Councilmember Gayner stated that they were disappointed regarding the agenda not having appointment of new councilmember. Councilmember Markum would like to set a special meeting for November 16th, 2023.
2. Councilmember Markum gave a update on the Verizon Contract.

APPROVAL OF MINUTES

1. It was moved by J. Markum, seconded by D. Gayner to approve the minutes of the Regular Meeting on September 19th, 2023. Motion carried.
2. It was moved by J. Markum, seconded by D. Gayner to approve the minutes of the Special Meeting on September 27th, 2023. Motion carried.

STAFF REPORTS/WRITTEN COMMUNICATIONS

1. It was decided by consensus that Councilmember Markum be appointed to the Solid Waste Task Force.
2. Mayor Riede addressed the council and the community of the hiring of T Brandow. She stated that Councilmember Markun is no longer on the Finance Committee or Personnel Committee. Mayor Reide stated that she was hired based on an emergency status and will work one day a week until a permanent bookkeeper can be hired.
3. Councilmember Gayner reported on the painting of the crosswalk and stop signs. She also reported on a possible Cal-Fire Grant.

4. After a brief discussion on Sierra Valley Enterprise regarding snow removal, Councilmember Gayner will contact them.
5. It was moved by D. Gayner, seconded by B. Mertton to approve the purchase of the loader tires not to exceed \$4,833.12. Motion carried.

TIMED ITEM HOUSING ELEMENT

Brandon Pangman Sierra County Planning Director addressed the Council on the Housing Element and gave a brief history of preparing the Housing Element. He stated that it has become more complicated than in the past years. Mr. Pangman informed the Council that Sierra County has entered into a contract with Price Consulting to prepare the Housing Element for Sierra County for the amount of \$65,000. If the city decides to hire Price Consulting the price would be around \$55,000. He informed the council on the options the City of Loyalton could consider. Option 1 would be to have Price Consulting prepare an RFP. Option 2 would be to do nothing and hope that the State does not fine the City. After a brief discussion it was moved by D. Gayner, seconded by B. Mertton to have Price Consulting prepare a proposal for the City of Loyalton. Motion Carried

PUBLIC COMMENT

1. J. Buck inquired about credit card purchases.
2. Sue McIravey inquired about alleys in the City of Loyalton,
3. T. LeBlanc informed the City of the Annual Christmas Tree Lighting and Spaghetti Feed for Toys for Tots at the Golden West on December 2, 2023
4. R. Moore stated that the Corner Café will also be opened that night.

FIRE DEPARTMENT REPORT

No Fire Department Report.

FINANCIAL COMMITTEE REPORT/UPDATE

Mayor Riede and Councilmember Mertton had a brief meeting for the Finance Committee, they will meet again soon.

It was moved by B. Mertton, seconded by D. Gayner to approve the reconciled accounts for July, August, and September. Motion carried with J. Markum abstaining.

It was moved by D. Gayner, seconded by B. Mertton to approve bills for September not to exceed \$71,207.58. Motion carried with J. Markum abstaining.

ACKNOWLEDGEMENT OF APPROVAL OF FUNDS TRANSFERS.

1. It was moved by B. Mertton, seconded by D. Gayner to approve fund transfer from General 1956 to Enterprise Loan MM 0559 not to exceed \$24,000. Motion carried.

PUBLIC WORKS COMMITTEE REPORTS/PARK AND RECREATION

1. Mayor Riede reported that the water and bathrooms at the park will be shut down within the next two weeks depending on the Soccer schedule. She reported that the aerators are working and the surge protector has been ordered. She also informed the council on the purchase of a skimmer for the duck weed at the WWTP she will get a proposal. Mayor Riede stated that Kenn Bennette will retake the WWTP test, but J. Lundy is doing a great job.

OTHER COMMITTEE REPORTS

None

DISCUSSION AND POSSIBLE ACTION ITEMS

1. Mayor Riede gave a brief update on the water distribution system, after a brief discussion It was moved by J. Markum, seconded by D. Gayner to reaffirm our State of Emergency Water Distribution System. Motion carried. (This item will be added to next agenda)
2. Councilmember B. Mertton gave a brief report on the Town Hall meeting on October 5, 2023. He reported that the VanDaam/Belli water repair will most likely be done in the spring and he is looking into getting a grand extension for the state. Mayor Riede gave an update on the DOWL Contract. Terry LeBlanc would like to have a meeting with a councilmember to discuss an option for the VanDaam/Belli water project. Mayor Riede stated that she is working on the easements for the project. (This item will be added to the next agenda)

INPUT FOR UPCOMING MEETINGS

1. Special Meeting for November 16th, 2023

CLOSING REMARKS

None

Meeting Adjourned

APPROVED: _____

Mayor Darlene Riede

ATTEST: _____

Kathy LeBlanc, City Clerk

November 6th, 2023

SPECIAL MEETING

The special meeting of the Loyalton City Council was called to order by Mayor Riede on November 6th, 2023, at 6:00 p.m.

COUNCIL MEMBERS PRESENT

Mayor D. Riede, D. Gayner, B. Mertton, J. Markum

COUNCIL MEMBERS ABSENT:

STAFF PRESENT

Kathy LeBlanc-City Clerk

GUESTS PRESENT: J. Buck, P. DeMartini, J. Herod, L. Garza

APPROVAL OF AGENDA

It was moved by J. Markum, seconded by D. Gayner to approve the agenda as presented. Motion carried.

ANNOUNCEMENTS

None

STAFF REPORTS

1. Councilmember Mertton reported on the Town Hall meeting held on November 2, 2023. He stated that both Kenny and Justus attended the meeting and answered questions.
2. Mayor Riede inquired about the Fire Department fund transfers.

PUBLIC COMMENT

1. J. Herod inquired about pit fires in the City of Loyalton.
2. P. DeMartini reported that there are some streetlights downtown that are not working

DISCUSSION AND POSSIBLE ACTION

1. Councilmember Markum gave a brief report on the Verizon Contract. She stated that it has been approved by the City Attorney with the City of Loyalton receiving \$18,000 a year with a annual increase of 2 ½ percent increase. The Contract will be good for 5 years with an option to renew after that. It was moved by J. Markum, seconded by B. Mertton to approve the contract with Verizon. Motion carried.
2. After a brief discussion it was moved by J. Markum, seconded by D. Gayner to approve a change to Price Consulting Contract. Motion carried.
3. It was moved by D. Gayner, seconded by B. Mertton to approve Business License for Frogs-TY. Motion carried.

AGENDA IMPUT FOR UPCOMMING MEETING

1. Special Meeting for November 16th, 2023
2. Approval of Draft Audit
3. Appointment of vacant council seat.

COUNCIL MEMBER CLOSING REMARKS

.

MEETING ADJOURNED

APPROVED: _____

Mayor Darlene Riede

ATTEST: _____

Kathy LeBlanc- City Clerk

DRAFT

From: shawn heywood <heywoodshawn@gmail.com>
Sent: Friday, November 10, 2023 9:57 AM
To: pdemartinid; William Mертton; Dorie Gayner; de.riede@yahoo.com; Robert DeMartini; councilwomanmarkum@gmail.com
Cc: Gina; Kathy LeBlanc
Subject: LVFD funds
Attachments: Wildland Funds, letter of record.pdf

Good morning City Council Members

Last week Robert and I had the opportunity to speak with Dori and Joy regarding the money that was owed from the City to the Fire Department. Dori asked that I email all of you to explain this situation again. As a result of misappropriation of those funds. We have expressed our frustration with the lack of effort by the City to repay this amount, despite it being addressed many times and a failure to make the agreed upon payments. As Robert and I have mentioned, we feel stolen from. It is the City's responsibility to fund the department, which is expensive. That is why we created a system that can help assist funding for large purchases since the City cannot meet this obligation. There were agreements in place that when payments for fires come in, they are immediately to go in the reserve fund after expenses are paid for that fire. This was not done. To boldly spend money that is not yours or you know you clearly don't possess was extremely frustrating to those of us who earned it and put the system in place. The part that was even more frustrating was the lack of effort to make it right and follow through on agreed repayment plans. To be honest these events have affected the moral of our Fire Department and many of us have questioned our volunteer status as a result. The City and surrounding community need our services, and the volunteers need to know that City will correct this situation. We are all in a similar situation, volunteering to make our community better. I ask that we work together to come up with an immediate solution to this issue.

Attached is a copy of the letter acknowledging this funding error, We have a copy of this signed by the previous mayor and Fire Chiefs (this copy is not signed). Signed copies have been provided to the Council in the past discussions.

I appreciate what you do for our community, thank you for your service. I look forward to seeing a solution put in place in a timely manner.

Thank You
Shawn Heywood
City of Loyalton, Fire Chief
heywoodshawn@gmail.com
530 277 2013



LOYALTON FIRE DEPARTMENT

210 FRONT STREET, P.O. BOX 128, LOYALTON CA 96118-0128

(530)993-6751 Firehouse or (530)993-6750 City Hall

Emergency dial 9-1-1

E-mail: cityofloyalton@psln.com

July 11, 2023

Letter of Record of unpaid Wildland Funds to the Fire Department Reserve Account

Per the City's letter of November 15, 2022, there was to be a transfer of \$177,474.71 of Wildland Funds for incident response for the fiscal year July 1, 2021 thru June 30, 2022 to the Fire Department Reserve Account. The Transfer never took place and due to new personnel, the funds were erroneously spent to pay a very large bill in full rather than the required monthly payments. After realizing the mistake, the city agreed to make every effort to make monthly transfers to the Reserve account until the \$177,474.71 was paid back in full.

As of this date there have been 3 transfers in the following amounts, leaving a remaining balance of \$120,000.00 due the reserve account.

11/16/22 - \$27,474.71

12/21/22 - \$20,000.00

6/20/23 - \$10,000.00

The Fire Department finds the letter of record necessary due to the nature of turnover of City Financial personnel, City Council members and fire department members.

The City will continue to follow the Fire Department financial policy in effect as of 01/01/21 in which all Wildland funds are to be transferred to the reserve account after each Wildland Fire payment/check has been reconciled against the submitted expenses and personnel wages.

Acknowledgment:

By: _____
Mayor, City of Loyalton date

By: Shirley Bywood 7/11/23
Fire Chief, City of Loyalton date

By: Robert E. Doherty 7-11-23
Assistant Fire Chief, City of Loyalton date



November 10, 2023

Attn: Justus Lundy
Loyalton Waste Water
406 Poole Ln
Loyalton, CA 96118

RE: Electrical Repairs

We are pleased to submit our proposal, in the amount recapitulated below to provide the electrical work, based on standard Rex Moore Wages and Rates, for the above referenced project. We have based our proposal upon the Site Visit. Our scope of work and pricing are as follows:

Pricing Recapitulation

\$11,241.00

SCOPE OF WORK:

- Install (1) Surge Protection device (previously quoted Device only)
- Provide and install (1) new timing relay IDERTEB1AF20
- Provide and install (1) new motor starter with overload SIE4DUD32AF
- Provide and install (1) new UPS APCSMT1500CNC

CLARIFICATIONS:

1. Our bid is based upon the incorporation of this qualification letter in its entirety into the Subcontract Agreement, should it be awarded
2. Our base bid price is for normal duration schedule of work, **not** accelerated schedule.
3. Our clarifications, inclusions, and exclusions shall be incorporated into the final contract.
4. This proposal does not include programming or controls.
5. This proposal assumes the use of existing wiring and circuitry.
6. Please advise us if prevailing wage is required for this project as it is not included in this proposal.
7. Purchase of Surge Protection device is not included in this proposal as it was provided in a previous proposal.
8. This proposal expires in 30 days.

We **exclude** the following:

1. Permit
2. Engineering
3. Prevailing wage
4. Any labor or materials not in scope
5. New wiring or circuits
6. New disconnects
7. Low voltage wiring
8. Programing
9. controls

We thank you for the opportunity to present this proposal and stand ready to proceed at your notification. If you have any questions please do not hesitate to call me at 775-622-5010

Very truly yours,

REX MOORE ELECTRICAL CONTRACTORS & ENGINEERS



Ryan Leal
Sierra Nevada Service
Manager



Contact a representative
to learn more →

(203) 672-2258

Purchasing

Pond maintenance made simple

When you own the ProSkimmer System, you'll get the maximum enjoyment out of your pond, with the minimum effort! Whether you're a homeowner with a pond or lake on your property, the caretaker of a golf course, or the owner of a commercial property, the ProSkimmer System is an investment that will pay for itself.



Priced at \$6,950

The ProSkimmer System is currently available for the special price of \$6,450 plus shipping. Now you can take break the cycle of weeds in your pond – for good. Easily and safely control weed regrowth, year after year.

[See what's included and available add-ons](#)

No-risk ownership

The ProSkimmer System is built in the USA with high quality parts that can handle your environment. We offer a one year warranty for consumer use, and a 90 day warranty for commercial use, and we provide unbeatable customer service for any problems you might encounter.



Not convinced? Since we began manufacturing the ProSkimmer System in 2004, we've only had **three** instances of equipment failures:

- The hardened maple handle of a canoe paddle got into a unit in

"ProSkim has solved a significant problem that will make our clients happier with their design choices, now and in the long term."

- Dickson DeMarche, ASLA, The Laurel Rock Company

AGREEMENT FOR ON-CALL SERVICES

**BY AND BETWEEN
CITY OF LOYALTON**

AND

SIERRA VALLEY ENTERPRISES, LLC

COYEN

This Agreement for On-Call Services ("Agreement") is made and entered into and effective December 1, 2022, by and between the City of Loyalton, a California municipal corporation ("City"), and Sierra Valley Enterprises, LLC, a California corporation with its principal place of business located in Diamond Springs, California ("Contractor"). City and Contractor may be referred to hereinafter individually as "Party" or collectively as the "Parties". The Parties enter into this Agreement with respect to the following:

RECITALS

WHEREAS, City is in need of various services on an as-needed, on-demand and on-call basis, often times on very short notice, and such services include, but are not limited to, snow removal services, skilled operator services to operate heavy equipment, mechanic services for the repair and maintenance of heavy equipment and services by other skilled labor, such as electricians ("On-Call Services").

WHEREAS, Contractor desires to provide the On-Call Services to the City and represents that it is experienced in providing the On-Call Services and has the personnel and equipment with which to provide the On-Call Services.

WHEREAS, the Parties wish to enter into this Agreement to document the terms and conditions pursuant to which Contractor will provide On-Call Services to the City.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. **Scope of Work**: Contractor agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the On-Call Services described herein. The On-Call Services are more particularly described in Exhibits "A" attached hereto and incorporated herein by reference. All On-Call Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. **Term**: The term of this Agreement shall be for a period of one (1) year beginning on August 1, 2022, and ending on July 31, 2023, unless terminated sooner as provided herein. This

Agreement shall automatically renew for periods of one (1) year, unless it has been terminated as provided herein. Either Party may terminate this Agreement by providing the other Party written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination

3. **Compensation and Reimbursement of Expenses:** Contractor shall receive compensation, including authorized reimbursements, for all On-Call Services provided under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. In no instance will City be liable for any payments or costs for any unauthorized or ineligible costs. Contractor shall not be reimbursed for any expenses unless authorized in advance in writing by City, or included in Exhibit "B" of this Agreement.
4. **Payment:** Contractor shall submit to City monthly invoices which state in detail all On-Call Services provided during the previous month, including the date, service provider, nature of the On-Call Services provided, hours during which On-Call Services were provided, equipment used to provide the On-Call Services and reimbursable expenses. City shall, within thirty (30) days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth therein
5. **Records:** Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
6. **Compliance with Laws:** Contractor shall comply with all federal, state and local laws, codes, ordinances, rules and regulations applicable in performing his Agreement. Contractor shall keep itself fully informed of and in compliance with all federal, state and local laws, rules and regulations in any manner affecting the performance of the On-Call Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations, Contractor shall be solely responsible for all costs arising therefrom
7. **Standard of Care:** Contractor shall perform all On-Call Services under this Agreement in a skillful and competent manner. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the On-Call Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the On-Call Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's

failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or property, or any employee who fails or refuses to perform the On-Call Services in a manner acceptable to the City, shall be promptly removed from the provision of Services by the Contractor and shall not be re-employed to perform any of the Services.

8. Preservation of Property and Responsibility for Damage:

a. Contractor shall exercise due care to avoid damage to existing travel lanes, parking areas, legally parked vehicles, facilities and adjacent property. If such objects are damaged by reason of the Contractor's negligence, they shall be replaced or restored at Contractor's expense. Contractor shall notify the City of cars illegally parked or blocking the movement of snow removal vehicles. City will endeavor to cause such vehicles to be towed away.

b. Contractor shall repair all damage resulting from Contractor's snow removal work within a two-week period after written notification by the City. An extension of time may be approved in excess of the two-week period if requested in writing by Contractor. The request shall state the reasons and period of time for the request. No additional repair work to roadway facilities shall be required of Contractor other than that shown in the final inspection. Any work not completed by Contractor within the designated time period may be done by the City and the cost deducted from monies due Contractor.

c. Nothing herein shall be construed to relieve Contractor of responsibility for damage to private improvements, facilities, and vehicles.

9. Independent Contractor: Contractor, and the agents and employees of the Contractor, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of City. Contractor, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit City to any decision or course of action, and will not represent to any person or business that they have such power. Contractor has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of the Project funded by this Agreement.

10. Indemnity: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City, and its directors, officers, agents, employees and volunteers (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by City in enforcing this indemnity, including reasonable attorneys' fees. If any judgment is rendered against any or all of the Indemnitees for any injury, death or damage caused by Contractor as a result of work performed or completed, pursuant to this Agreement, Contractor shall, at its own expense, satisfy and discharge any judgment. The provisions of this section shall survive the expiration, termination, or assignment of this Agreement.

11. **Insurance Requirements:** During the term of this Agreement Contractor shall provide insurance consistent with the following provisions that provides insurance for the City, its directors, officers, members, agents, employees and volunteers.

a. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Subrecipient as required by law in the State of California.

b. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

c. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Subrecipient in performance of the Agreement.

e. Contractor shall furnish a certificate of insurance and/or endorsements to the policies satisfactory to City as evidence that the insurance required above is being maintained.

f. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance and /or endorsement to the policy evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement.

g. Contractor's insurance coverage shall be primary insurance in respect to City, and its directors, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City or its directors, officers, agents, employees and volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

h. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

12. **Termination:**

a. Either Party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other Party thirty (30) days written notice

b. Either Party may, by written notice to the other Party, terminate the whole or any part of this Agreement at any time due to the other Party's material breach of any provision hereof, by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

c. Notice of termination will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 13 below.

d. Upon termination, Contractor shall be compensated only for those On-Call Services and reimbursable expenses which have been adequately provided to City, less any compensation

to City for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement, and Contractor shall be entitled to no further compensation.

13. **Notice:** All notices to either Party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid or personally delivered. The notice shall be effective upon the date of personal delivery or date of mailing. Notices regarding this Agreement shall be sent or delivered to the Contractor or City at:

Contractor:

Sierra Valley Enterprises, LLC
6069 Enterprise Dr.
Diamond Springs, CA 95619

City:

City of Loyalton
PO Box 128
Loyalton, CA 96118

Either Party may amend its address for notice by notifying the other Party in writing.

14. **Successors:** This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, administrators, executors, and other representatives.

15. **Assignment:** This Agreement may not be assigned by Contractor without the prior written consent of City.

16. **Waivers:** No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of City to enforce at any time the provisions of this Agreement or to require at any time performance by the Contractor of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of City to enforce these provisions.

17. **Integration and Amendment:** This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the Parties. The terms of this Agreement may not be modified except upon the mutual written consent of the Parties.

18. **Dispute Resolution:**

a. The Parties agree that they will attempt in good faith to resolve through negotiation any dispute, arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice in letter form to the other side, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a detailed statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each side with full settlement authority will meet at a mutually agreeable time and place, within ten (10) days of the date of the initial notice, in order to exchange relevant information and perspectives and to attempt

to resolve the dispute. If the parties are unable to resolve the dispute at the meeting by negotiations, either side may then initiate mediation as set forth below.

b. After engaging in negotiation as set forth in Section 18.a, should the dispute remain unresolved, the Parties agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the Parties. If any Party commences an arbitration or court action without first attempting to resolve the matter through mediation, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party.

19. Costs and Attorneys' Fees: If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

20. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both Parties. Any litigation arising from this Agreement will be brought in the Superior Court of and for the County of Sierra, State of California.

21. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

22. Authority: Each person signing this Agreement on behalf of a Party hereby certifies, represents, and warrants that he or she has the authority to bind that Party to the terms and conditions of this Agreement.

23. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the Parties hereto.

CITY OF LOYALTON

SIERRA VALLEY ENTERPRISES, LLC

Sarah Jackson 1/17/23
Sarah Jackson, Mayor

TBB 1/13/2023
Tom Beam, President

EXHIBIT "A"

ON-CALL SERVICES AND COMPENSATION AND REIMBURSEABLE EXPENSES

1. Snow Removal

a. Contractor to provide snow removal on an "on-call" basis. No minimum or maximum number of hours or compensation. Contractor will receive compensation for snow removal operations at the rate of \$160/hour with a 4 hour minimum, which includes operator, equipment, fuel, insurance, maintenance, repair and all other expenses. Contractor will be responsible for any damages caused to City or private property as a result of Contractor's negligence.

b. Contractor's plowing responsibility includes City streets and alleys and does not include parking lots, sidewalks, hand shoveling. Contractor's plowing responsibility does not include businesses, schools, or the Sierra County Sheriff Substation.

c. Plowing begins at 4" inches of snow accumulation or sooner if a significant weather system is predicted. Mayor and/or Council Member assigned to Streets/Highways will be in communication with Contractor owner Tom Beam regarding plowing plans when weather reports show significant snow accumulation.

d. Plowing routes will be reviewed and agreed to by Contractor and Mayor/Council Member assigned to Streets/Highways each fall and may be revised by mutual agreement of the Parties; however, Fire and EMS are prioritized, then schools, and city streets surrounding businesses and services. Fire Department, Skilled Nursing Facility, School/bus routes through City, residents identified as medically fragile with an increased likelihood of needing an ambulance response, City streets surrounding post office, gas station, grocery store, followed by the most efficient way to clear remaining streets.

2. **Skilled Operator:** Contractor to provide a skilled operator on an "on-call" basis. No minimum or maximum number of hours or compensation. Contractor will receive compensation for the services of skilled operator at the rate of \$75/hour. This service will only be utilized in limited circumstances, such as when a water line breaks, and City needs a skilled backhoe operator to dig the trench to access the break. This service will only be utilized if the need exceeds the ability of City's employees to perform the work.

3. **Shop / Heavy Equipment Maintenance & Repair:** Contractor maintains a mechanic shop with a heavy equipment mechanic for its repair and maintenance on its heavy equipment. Contractor agrees that the City may utilize its mechanic/shop for heavy equipment repair and maintenance on an as-needed and on-call basis at rates agreed to in writing in advance of the services being provided.

4. Other Skilled Labor: Contractor employs various skilled and licensed labor (i.e.- electricians) and agrees that the City may utilize its skilled labor on an as-needed and on-call basis at rates agreed to in writing in advance of the services being provided.