

# Gridley City Council - Regular City Council Meeting Agenda

Monday, October 2, 2017; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

*"Our purpose is to continuously enhance our community's vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives."*

**CALL TO ORDER** - Mayor Hall

**ROLL CALL** - Recording Secretary

**PLEDGE OF ALLEGIANCE** - Councilmember Chris Williams

**INVOCATION** – Bishop Ben Counihan, Liberty 1<sup>st</sup> Ward, Church of Jesus Christ, Latter Day Saints

## **PROCLAMATIONS**

- Domestic Violence Awareness Month, October 2017
- Ryan Carlson Commendation

**COMMUNITY PARTICIPATION FORUM** - *Members of the public may address the City Council on matters not listed on the agenda. The City Council may not discuss nor take action on any community participation item brought forward by a member of the community. Comments are requested to be limited to three (3) minutes.*

**CONSENT AGENDA** – *Items 1 and 2 of the Consent Agenda and are considered routine and acted upon by one motion. Any Council member may request that an item be removed for separate consideration. The City Council may only make minor comments; otherwise the item should be removed from the Consent Agenda and placed as the first item(s) under "Items for Council Consideration".*

1. City Services Update
2. City Council minutes dated September 18, 2017

## **PUBLIC HEARING**

3. Second Reading and Adoption of Ordinance No. 830-2017: An ordinance to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) located on the east side of Highway 99. (024-260-079)
  - a. Receive staff report
  - b. Open public hearing
  - c. Receive public testimony
  - d. Close public hearing
  - e. Council discussion and motion

**OTHER ITEMS FOR COUNCIL CONSIDERATION**

- 4. Update on Oroville Spillway Project, by Randy Fessler, P.E., Project Manager, DWR Emergency Management
- 5. Resolution Amending the Fiscal Year 2017-18 Budget to Incorporate SB-1 Project List
- 6. Approval of Agreement with California Department of Forestry and Fire Protection

**CITY STAFF AND COUNCIL COMMITTEE REPORTS** - *Brief updates from City staff and brief reports on conferences, seminars, and meetings attended by the Mayor and City Council members, if any.*

**POTENTIAL FUTURE CITY COUNCIL ITEMS** - (Appearing on the Agenda within 30-90 days):

Electric Rate Discussion	10/16/2017
General Fund fee study work session	10/16/2017
Sewer Pond Improvements and Policies	10/16/2017

**CLOSED SESSION**

- 7. Conference with legal counsel to discuss existing litigation, Government Code 54956.9: Nathan Sharrock vs. City of Gridley, et al, Butte County Superior Court Case No 17CV00783

**ADJOURNMENT** – adjourning to the next regularly scheduled meeting on October 16, 2017

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., September 29, 2017, in accordance with Government Code Section 54954.2. This agenda along with all attachments is available for public viewing online at [www.gridley.ca.us](http://www.gridley.ca.us) and at the Administration counter in City Hall, 685 Kentucky Street, Gridley, CA.

**NOTE 2: REGARDING UNSCHEDULED MATTERS** – In accordance with state law, it shall be the policy of this Council that no action shall be taken on any item presented during the public forum or on unscheduled matters unless the Council, by majority vote, determines that an emergency situation exists, or, unless the Council by a two-thirds vote finds that the need to take action arose subsequent to the posting of this agenda.

# Domestic Violence Awareness Month 2017 Proclamation

**WHEREAS** although progress has been made toward breaking the cycle of violence and providing support to victims and their families, much work remains to be done; and

**WHEREAS** domestic violence shelters and services, law enforcement officials, health care providers, court systems and legal aid providers, tribal organizations, and others are all an integral part of the effort to end domestic violence; and

**WHEREAS** domestic violence affects adults and children of all racial, ethnic, cultural, social, religious, and economic groups in the United States and here in Butte County; and

**WHEREAS** the crime of domestic violence violates an individual's privacy, dignity, security, and humanity, through the systematic use of physical, emotional, sexual, verbal, and economic control and/or abuse; and

**WHEREAS** domestic violence is the third leading cause of homelessness among families; and

**WHEREAS** the prevalence of domestic violence may be diminished by educating and empowering the community to develop and maintain healthy relationships.

**NOW, THEREFORE**, I, Frank Hall, Mayor of Gridley, in recognition of the important work done by domestic violence programs, do hereby proclaim the month of October 2017 as Domestic Violence Awareness Month and urge all citizens to participate in the scheduled activities and programs sponsored by Catalyst Domestic Violence Services to work towards building healthy relationships and eliminating intimate partner violence.

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**Frank Hall, Mayor**

## COMMENDATION PROCLAMATION

**WHEREAS**, the Gridley Electric Department services provided in our community are an integral part of our citizen's everyday lives; and Ryan Carlson is a valued member of the Gridley Electric Department team; and

**WHEREAS**, on August 10<sup>th</sup>, 2017, Ryan Carlson was in the performance of his regular duties and responsibilities as an Electrical Line Worker, when he observed a raised hand coming from a drainage ditch near the solar fields at State Route 99 near Stapleton's; and

**WHEREAS**, Ryan Carlson's concern for the situation motivated him to notify the Gridley-Biggs Police Department and request assistance in investigating the circumstances; and

**WHEREAS**, Ryan Carlson's request for assistance did in fact lead to emergency responders finding an elderly man, Edward Cooper, disoriented and weak, who had fallen in the drainage ditch and was suffering from symptoms of heat exposure and exhaustion from the weather; and

**WHEREAS**, emergency personnel explained that if Mr. Cooper would have not been found within a few hours, he could have had life threatening and/or life ending consequences due to his age, physical and mental condition; and

**WHEREAS**, Ryan Carlson's actions on August 10<sup>th</sup> resulted in Mr. Cooper being brought to safety and later returned to his family.

**NOW, THEREFORE**, I, Frank Hall, Mayor of the City of Gridley, do hereby proclaim and recognize Electrical Line Worker Ryan Carlson as going above and beyond his normal call to duty to assist a citizen in need, this 2<sup>nd</sup> day of October, 2017. Ryan Carlson's observation and response was no less than life saving and further exemplifies the City's mission to serve its community in every way on every day.

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**FRANK HALL**, Mayor

**City Council Agenda Item #1**  
**Staff Report**

**Date:** October 2, 2017  
**To:** Mayor and City Council  
**From:** Paul Eckert, City Administrator  
**Subject:** City Services Update

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<input checked="" type="checkbox"/>	Regular
<input type="checkbox"/>	Special
<input type="checkbox"/>	Closed
<input type="checkbox"/>	Emergency

**Recommendation**

Staff respectfully requests the Mayor and City Council review and accept the attached City Services Update.

**Background and Compliance with City Council Strategic Plan or Budget Goals**

The attached Update is provided to the Mayor and City Council in keeping with the Council's commitment to ensure that all members of our community are fully informed of all City activities and initiatives. The Update is shared online at <http://www.gridley.ca.us/>. The Update is also shared timely with all City of Gridley coworkers.

**Financial Impact**

There are no financial impacts associated with this Agenda item. Council review and acceptance of the City Services Update is consistent with our ongoing efforts to transparently share all City financial and budgetary information.

**Attachments:**

City Services Update

# City of Gridley

To: Mayor Hall and City Councilmembers  
From: Paul Eckert, City Administrator  
Subject: City Services Weekly Update  
Date: September 25, 2017

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Thank you for your leadership and dedication to the Gridley community!

This Weekly Update is intended to provide useful and timely updates to the Gridley Community, Visitors, our Elected Officials, and our City Coworkers. We regret if we have inadvertently omitted useful items from this report. As always, your input and guidance are appreciated. Please send any response to me directly and do not "copy all."

## City Administrator/City Council/Information Technology

- New Electric Substation – Congratulations to the Gridley Electric Utility Crew for officially activating the City's new T-3 Electric Substation. Following four years of work, Councilmember Gary Davidson flipped the switch that energized the new Transformer for the first time. The new Unit came on-line without any issues. The T-3 Substation is now the lead substation servicing the City's electric load. We are extremely appreciative of our Electric Crews, Director Daryl Dye, and former Director and now Councilmember Gary Davidson.
- Service Agreements with Biggs - We are pleased to have completed both the Electric and the Police contracts with Biggs, both top priorities for the City Council. The new contracts are currently being implemented.
- In keeping with City Council direction provided during the Annual Budget process, Recreation and the City Administrator are working with parents of Basketball participants to develop a parents group and/or independent basketball association similar to Baseball. Similar efforts will take place with Wrestling.
- Information Systems Director Mike Hensley continues to work closely with regional agencies regarding regional dispatch and public safety information technology collaborations. Mike replaced a failed T-30 appliance at the Electric facility, restoring phone/network/internet. Mike also replaced PPTP VPN clients with SSL VPN clients.



## Finance

- The Finance Department is busy with development of a wide array of grant responsibilities; payroll and benefits issues; worker's compensation cases; financial year end closing; preparation for the annual audit and onsite work; and organization of all work areas and file systems.
- The Finance Department, Information Technology and Electric and Public Works Leadership are currently working to improve our Utility Billing Processes. More information will follow.
- The Fiscal Year 2017/18 Operating Budget and Capital Improvements Plans can be found online at [http://gridley.ca.us/public/uploads/pdfs/17-18\\_ADOPTED\\_BUDGET\\_DOCUMENT.pdf](http://gridley.ca.us/public/uploads/pdfs/17-18_ADOPTED_BUDGET_DOCUMENT.pdf)

## Electric Utility

- Tree trimming - Crews continued on tree trimming around the 12KV Electric Systems in preparation for the winter months ahead.
- Service Calls – 1.) While performing a new customer set on Jackson Street, Crews discovered a new 200 amp metered main panel that was installed without permits or inspection. The owner was contacted by staff, required to pay a fine, and have the main inspected by Butte County. As a safety precaution the unit was de-energized until it's inspected. 2.) At the request of the Finance Department, an electric meter on Scarlet Oak was tested and found to be defective. A new meter was installed.
- T-3 Substation - The T-3 substation was brought on-line Monday after 4 years of work. Gary Davidson was given the honor of energizing the transformer for the first time. The unit came on-line without any issues. Electrical Engineer, Domenico Bellocci of R&DB and Associates completed the final relay testing with a PG&E representative on site to witness the testing procedure. Crewmembers and Domenico completed the final relay wiring which allowed the new unit to service the City load. The T-3 substation is now the lead substation servicing the City load, the T-1 substation will be utilized as the back-up substation. This project has been a great experience for the Crews, both in education and Team building.
- Substation Maintenance - Weekly Substation and Line Re-Closers inspections for Gridley and Biggs were completed last week.

Electrical Department Activity	Gridley	Biggs
Street Light Repairs	0	0
Nonpayment Shut-off/turn on	0	0
Underground Service Alerts	8	2
Sets & Outs	15	0
Service calls	0	0
Trim/Remove tree	0	0
Discrepancy Report Items	0	0
After Hours Call out's	0	0
Solar Read	0	0



## Fire

- Employees continue safety and physical training and new employees are currently training to become Truck Operators.
- Department personnel attended the funeral of retired Cal Fire Heavy Equipment Operator Robert Baker at the Masonic Lodge.
- Antique Engine 74 was displayed at the Veteran's Memorial hosted at the County Fairgrounds.

- Fire Volunteers Wanted – If you know of anyone who may want to get involved and make a difference by helping neighbors and friends, please encourage them to become a Gridley Volunteer Firefighter! The City of Gridley is a combination Fire Department with full-time CAL FIRE Firefighters and Gridley area resident Volunteer Firefighters. Our Volunteers meet regularly for training. Training is conducted cooperatively with Butte County Fire and includes all basic firefighting skills: first aid, ladders, breathing apparatus use, hose streams, vehicle extrication, etc. This ongoing training is in addition to the initial basic operations training course. For more information about becoming a Gridley Volunteer Firefighter, go to [www.joinbcfd.org](http://www.joinbcfd.org) and submit a Volunteer Firefighter Interest Form.
- Gridley Fire Emergency Responses for the past week are provided in the adjacent table.

Gridley Fire Responses	City	County
Medical Aids	8	6
Traffic Collisions	0	0
Structure Fires	0	1
Vegetation Fires	0	0
Vehicle Fires	0	0
Public Assist	1	0
Cover Assignments	0	1
Other (smoke checks, hazardous conditions, control burns, etc)	0	0
Technical Rescues	0	0

### Police

- Patrol was active in both communities of Gridley and Biggs. The Department served several local arrest warrants during the week. Police personnel have been focusing enforcement on community property theft crimes. The goal is to deter local property theft activity. Police patrol personnel also continue to provide more foot patrol and have been active in Daddow Park and Vierra Park.
- Along with Gridley Fire, CHP, Butte County Public Health, Orchard Hospital, our Police staff participated in Gridley's Safety Fair and Car Seat Check on Friday.
- Gridley Police conducted business compliance checks on butane resale regulations in Gridley and Biggs. Compliance of this ordinance is necessary to deter and prohibit the manufacturing of honey oil (hash oil) in clandestine labs using volatile butane as a solvent to strip oils from marijuana. The Department was pleased to find businesses in both communities in compliance with the butane ordinance.
- Two Gridley Public Safety Dispatchers attended training sponsored by the California CLETS Users Group. Their attendance in this training afforded them education, hands-on training and resources for dispatcher and records systems and responsibilities.
- Training/Meetings - Police personnel attended Crisis Intervention Training (CIT) in Chico. Officers are instructed in best practices and strategies when interacting with persons affected with mental illness. Police personnel attended the monthly North Valley Gang Information Network meeting in Gridley. The attendees discuss gang trends and enforcement efforts in Butte County. Police Administration attended the monthly Butte Narcotics Interagency Task Force meeting, the Law Enforcement Administrators meeting, and the Domestic Violence Advisory Council meeting.
- The local Gridley Cub Scouts visited Gridley Police for a tour of the facility and received safety tips.
- Police personnel met with Gridley High School to provide information and resources on school campus security and on special events such as sporting events and school sponsored dances.
- The Department has been focused on long-term inoperable and abandoned vehicles on Gridley City streets. Some vehicles have been lawfully removed to ensure clean, safe streets for our community.
- Animal Control continues to provide proactive patrol and compassion for lost/stray animals.
- The Department continues in its goal to provide quality service in all aspects of public safety to the citizens we serve. The August 2017 statistics are provided below.

City of Gridley - Police Activity	August 2017	Year Total
Adult Arrests	71	480
Juvenile Arrests	1	13
Misdemeanor Arrests	63	419
Felony Arrests	9	67
Felony Crimes Reported	8	97
Misdemeanor Crimes	59	465
<b>Total Police Incidents*</b>	<b>1,561</b>	<b>9,175</b>
Battery	13	79
Burglary	7	51
Deceased Person	2	10
Vandalism	10	53
Stolen Vehicle	1	13
Robbery	0	2
Public Intoxication	6	40
Patrol Request	128	236
Medical Aid	15	260
Area Checks	248	1039
Pedestrian Checks	80	441
Disturbing the Peace	34	220
Total 911 Calls	303	2,274
Total Accidents	15	58
Name Exchanges	0	8
Total Traffic Citations	60	435
DUI Arrests	3	16
Traffic Stops	192	1,326
Extra Help Hours	227.50	2,063.25
RSVP Hours	20	144
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>		

### Public Works

The Public Works Department Leadership and Crewmembers are responsible for a broad array of important duties including: Water Distribution; Water Production; Sanitary Sewer Collection; the Wastewater Treatment Plant; Street and Sidewalk Maintenance; our Maintenance Districts; Parks Maintenance; City Building maintenance.

- Public Works Crews continue landscape improvements at the City's Wastewater Treatment Plant.
- Crews continue prepping streets for crack sealing. Using our new Crack Sealing Trailer and equipment, Crews have completed crack sealing in various locations and will continue sealing streets throughout the City over the next several weeks.
- Public Works Crews are patching pot holes throughout the City.

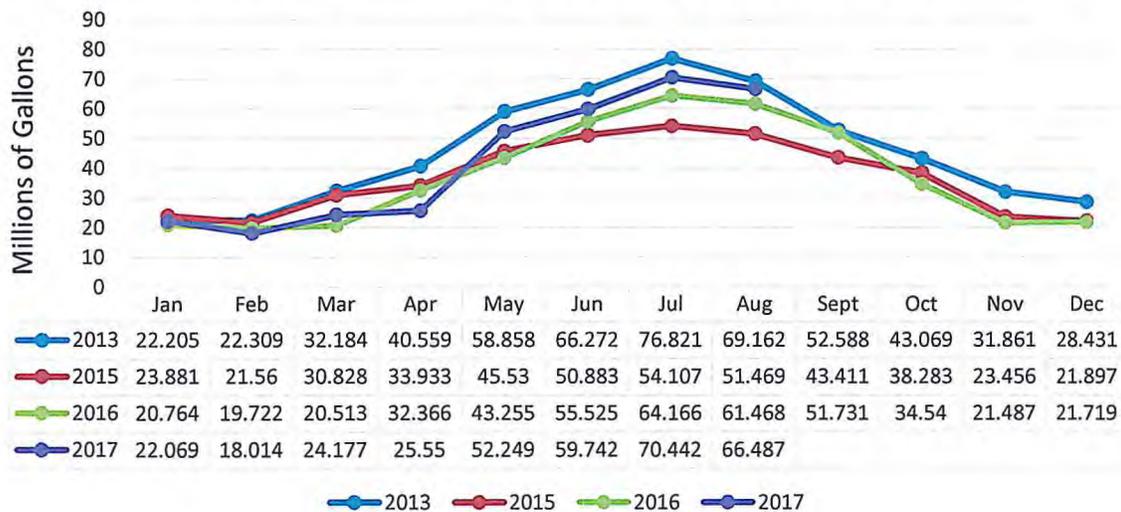
Department of Public Works Activity	
Water Leaks Repaired	2
Water Encoder Receiver Transmitters	0
Sewer Plugs	1
Tree Removal/Trimmed	0
Water Related Service Calls	3
Sewer Related Service Calls	1
Under Ground Service Alerts (USA's)	5
Park Related Service Calls	0
Other Service Calls	1

- Crews installed additional equipment at Daddow Park and continue to maintain the Park at very high levels.
- Our Crews finished pruning in Vierra Park and around Wilson Well Park Area.
- Public Works Crews completed the Highway 99 curb painting project.
- Crews are repairing pumps in the Fairview Sewer Lift Station.
- Public Works is currently repairing water leaks under the sewer plant building slab.

Production Well	Volume Pumped	Calc. Fl	Calc. Chlor
Eagle Meadows	25.041 M.G.	.72 mg/l	.2036 mg/l
Spruce	00.000 M.G.	.00 mg/l	.0000 mg/l
Wilson	00.000 M.G.	.00 mg/l	.0000 mg/l
Little Ave.	11.557 M.G.	.65 mg/l	.2169 mg/l
Liberty	18.277 M.G.	.68 mg/l	.2436 mg/l
Parkside	11.612 M.G.	.64 mg/l	.2635 mg/l

Monthly Water Production	
Total water pumped to system:	66.487 M.G.
Ave. chlorine residual in the system:	.18 mg/l
Ave. tested fluoride in the system:	.75 mg/l
Lab tested fluoride in the system:	.8 mg/l

### Comparative Water Usages for 2013 - 2017



### Past Month's Flow's at the Waste Water Treatment Plant

Total flow to the Plant was 40,020,000 gals.

Flow from Butte County Housing Authority was 877,800 gals.

### Recreation

- The Recreation Division hosted the Safety Fair on Friday. The Fair's primary goal is to offer the public car seat safety checks. A secondary goal is to provide the public with a variety of safety instructions including what to be aware of for in the upcoming winter months.
- Soccer is underway and going well. We have 26 teams playing this year. Eight in the 4/5 division, eight in the 6/7 division, six in the 8/9 division and four in the 10-12 division totaling approximately 230 kids. All coaches are volunteers. Participation has been enthusiastic! All games are played at Sycamore Middle School and will continue through October 28<sup>th</sup>.

- The Division will be hosting a canned food drive during the final soccer games of the season. We will be donating all foods to a local food bank.
- Basketball registration will be open through November 3<sup>rd</sup>. The fee will be \$65. The Division has also begun working with parents in order to form a governing board with hopes that they will be able to take over the league by next season. The City will provide basic initial support with the Parent Basketball Association running the league itself.
- The Division will be providing clean up support to the Chamber of Commerce Holiday Light Parade.
- The Division has begun its Breakfast with Santa and Letter to Santa Program preparations. Flyers have been completed and emailed to area schools and will be posted on our City website as well as on our Gridley Recreation Facebook site and the Gridley Chamber of Commerce web/FB sites. This year we will hold a Gingerbread House Contest in conjunction with the Breakfast with Santa.
- Checkout Recreation's Facebook page at <https://www.facebook.com/groups/120025737091/>
- The Recreation Community Center meeting rooms are available for rent on evenings and weekends. The rental fee is \$100 per room, with an additional refundable \$50 cleaning deposit.

#### **City Council Formal Calendar**

- The City Council will hold its next Regular City Council meeting on Monday, October 2<sup>nd</sup> at 6:00 pm at City Hall.
- The Butte County Board of Supervisors Agenda for the 9:00 am meeting on Tuesday, September 26<sup>th</sup> in Oroville can be accessed at the following link:  
<http://www.buttecounty.net/boardofsupervisors/BoardMeetings.aspx>

Thank you for your ongoing support and guidance.

Respectfully,

Paul



# **Gridley City Council – DRAFT City Council Meeting Minutes**

Monday, September 18, 2017; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

*“Our purpose is to continuously enhance our community’s vitality and overall quality of life. We are committed to providing high quality, cost-effective municipal services and forming productive partnerships with our residents and regional organizations. We collectively develop, share, and are guided by a clear vision, values, and meaningful objectives.”*

## **CALL TO ORDER**

**Mayor Hall called the meeting to order at 6:00 p.m.**

## **ROLL CALL**

### **Councilmembers**

Present: Williams, Hall, Johnson, Borges, Davidson  
Absent: None  
Arriving post roll call: None

### **Staff present:**

Paul Eckert, City Administrator  
Tony Galyean, City Attorney  
Daryl Dye, Electric/Public Works Superintendent  
Dean Price, Police Chief  
Chris Haile, Division Chief

## **PLEDGE OF ALLEGIANCE**

**The Pledge of Allegiance was led by Vice Mayor Johnson**

## **INVOCATION**

**The invocation was provided by Councilmember Davidson**

## **PROCLAMATIONS**

None

## **COMMUNITY PARTICIPATION FORUM**

**Lynne Spencer gave an update on the Chamber of Commerce happenings. She thanked all the City Departments involved in helping out to make the Farmer’s Market a huge success this year.**

**Rikki Donohoe thanked Chief Price for his department’s role in National Night Out.**

## **CONSENT AGENDA**

1. City Services Update
2. City Council minutes dated August 21, 2017

3. Approve Resolution No. 2017-R-025: A Resolution of the City Council of the City of Gridley Accepting a Report of Weed Abatement Costs and Assessing Liens on Affected Parcels for Said Costs

**Motion to approve the consent agenda by Vice Mayor Johnson, seconded by Councilmember Williams**

**Motion passed, all in favor**

#### **PUBLIC HEARING**

4. Introduction and First Reading of Ordinance No. 830-2017: An ordinance to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) located on the east side of Highway 99. (024-260-079)

**Planning Consultant Donna Decker addressed Council regarding item #4 and item #5 simultaneously. These items would accomplish, among other things, a General Plan Amendment and rezone to accommodate a proposed 37-unit senior housing project.**

**There were no comments from the public.**

**Motion for the introduction and first reading of Ordinance No. 830-2017 by title only by Vice Mayor Johnson, seconded by Councilmember Davidson**

#### **ROLL CALL VOTE**

**Ayes: Borges, Davidson, Hall, Johnson, Williams**

**Motion passed, 5-0**

5. Adoption of Resolution 2017-R-026: A Resolution for a General Plan Amendment to change the General Plan land use designation of approximately 1.98 acres from Commercial and Residential, High Density to Residential, High Density 2 and to adopt a Negative Declaration pursuant to CEQA finding there is no environmental impact from the land use re-designations.

**Motion to adopt Resolution No. 2017-R-026 by Councilmember Davidson, seconded by Vice Mayor Johnson**

#### **ROLL CALL VOTE**

**Ayes: Hall, Williams, Davidson, Johnson, Borges**

**Motion passed, 5-0**

#### **OTHER ITEMS FOR COUNCIL CONSIDERATION**

6. Award of Bid for Corporation Yard Sewer Lift Station

Administrator Eckert reviewed the staff report. The replacement was budgeted at \$195,000 and the bid recommended for approval is \$147,428.

Motion to award the bid to TNT Industrial Contractors, Inc. in the amount of \$147,428 by Vice Mayor Johnson, seconded by Councilmember Borges

**ROLL CALL VOTE**

Ayes: Davidson, Williams, Borges, Hall, Johnson  
Motion passed, 5-0

7. Approval of Electric Maintenance Services Agreement with the City of Biggs

Administrator Eckert briefly reviewed the staff report, stating the City of Biggs has already reviewed and adopted the attached contract. The process has taken over a year, but is now ready to be approved. The contract is effective October 1, 2017 through September 30, 2020 at \$23,345 per month. Biggs will also pay \$3,000 per month until the \$108,000 agreed upon arrearage is paid in full.

Motion to approve Electric Maintenance Contract with the City of Biggs by Councilmember Davidson, seconded by Mayor Hall

**ROLL CALL VOTE**

Ayes: Johnson, Davidson, Borges, Williams, Hall  
Motion passed, 5-0

8. Adoption of Resolution No. 2017-R-027: A Resolution authorizing the City Administrator to execute a Deferred Improvement Agreement for the Development of Iglesia Gentil de Cristo located at 1133 Locust Street deferring the on-site and off-site improvements for recordation.

Planning Consultant Donna Decker reviewed the staff report which detailed the items being deferred as well as the reason for the request.

Motion to approve Resolution No. 2017-R-027 by Councilmember Davidson, seconded by Councilmember Borges

**ROLL CALL VOTE**

Ayes: Davidson, Williams, Hall, Borges, Johnson  
Motion passed, 5-0

**CITY STAFF AND COUNCIL COMMITTEE REPORTS**

Councilmember Davidson reported on the Northern California Power Agency meeting he attended.

Mayor Hall stated he attended the Sutter Butte Flood Control Agency meeting.

**POTENTIAL FUTURE CITY COUNCIL ITEMS**

Oroville Spillway Update by DWR	10/2/2017
Electric Rate Discussion	10/2/2017
SB 1 Streets and Sidewalks Projects	10/2/2017
General Fund fee study work session	10/16/2017
Sewer Pond Improvements and Policies	10/16/2017

**CLOSED SESSION**

9. Government Code 54957.6: Conference with Labor Negotiators, City of Gridley and International Brotherhood of Electrical Workers  
Negotiator: Paul Eckert, City Administrator

**Council came out of closed session with no reportable action.**

**ADJOURNMENT**

**With no further items for discussion, Council adjourned to the next meeting on October 2.**

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**Paul Eckert, City Clerk**

**City Council Agenda Item #3**  
Staff Report

**Date:** October 2, 2017  
**To:** Mayor and City Council  
**From:** Donna Decker, Planning Department

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Subject:** **Second Reading and Adoption of Ordinance 830-2017:** An ordinance to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4) located on the east side of Highway 99. (024-260-079)

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**Recommendation**

Staff respectfully requests the City Council:

1. Receive staff report
2. Open public hearing
3. Hear public testimony
4. Close public hearing
5. Council discussion
6. Adopt Ordinance 830-2017 by reading of title only.

**Discussion**

On September 18, 2018, the City Council considered the request to modify the land use designations on the subject site to accommodate the proposed 37-unit Senior Housing project. The components of this project include: a General Plan Amendment, a rezone, notice for the adoption of a Negative Declaration, a Site Development Plan Review, and a Lot Line Adjustment. These entitlements bring the parcel into alignment with the goals of the proposed Senior Housing Development on this parcel.

The City Council voted to approve Ordinance 830-2017 by introducing the ordinance by reading of title only; the ordinance returns to the City Council for its second reading, becoming effective 30 days thereafter.

**Public Notice**

A notice was advertised 10 days in advance of the hearing date, posted at City Hall, made available at the Administration public counter and placed on the City website for review. At the time this report was prepared, no comments had been received.

**Environmental Review**

On September 18, 2017, the City Council adopted the Negative Declaration by adopting Resolution No. 2017-R-026 for the project, finding there are no environmental impacts associated with the rezone of the subject site.

**Financial Impact**

There are no direct costs associated with this effort.

**Compliance with City Council Strategic Plan or Budget Goals**

This recommendation is consistent with the ongoing effort to be responsive and transparent regarding all financial matters.

**Attachments:**

1. Ordinance 830-2017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO REZONE AN APPROXIMATELY 1.98 ACRES FROM GENERAL COMMERCIAL (C-2) AND MULTIPLE FAMILY RESIDENTIAL (R-3) TO HIGH DENSITY RESIDENTIAL (HDR R-4) LOCATED ON THE EAST SIDE OF HIGHWAY 99 (024-260-079)**

**WHEREAS,** the Planning Commission held a publicly noticed hearing on March 21, 2017 regarding the proposal to rezone approximately 1.98 acres from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4); and,

**WHEREAS,** at the close of the March 21, 2017 public hearing the Planning Commission recommended the City Council approve rezoning the property; and,

**WHEREAS,** the City Council reviewed the recommendation of the Planning Commission, considered the Initial Study and Negative Declaration, has found that the proposed rezone could not have a significant effect on the environment; and,

**WHEREAS,** the City Council accepted the Negative Declaration by adopting Resolution Number 2017-R-026 on September 18, 2017; and,

**WHEREAS,** the City Council duly introduced Ordinance 830-2017 by reading of title only at a regular meeting of the City Council held on September 18, 2017; and,

**WHEREAS,** the City Council of the City of Gridley ordains as follows:

**SECTION 1:** The City Council finds that the rezone of Assessor Parcel Number 024-260-079 is consistent with the 2030 General Plan.

**SECTION 2:** The City Council of the City of Gridley approves the rezone of Assessor Parcel Number 024-260-079 from General Commercial (C-2) and Multiple Family Residential (R-3) to High Density Residential (HDR R-4).

**SECTION 3:** The Zoning Map of the City of Gridley on file with the City Clerk, designating and dividing the City into zoning districts, is hereby amended, in accordance with the herein description and Exhibit A.

**SECTION 4:** This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

\*\*\*

**I HEREBY CERTIFY** that the foregoing property rezone of APN 024-260-079 as noted Sections 1-4 and as shown on Exhibit A, was approved and the second reading and adoption by reading of title only was effected at the regular meeting of the City Council of the City of Gridley, California, held on the 2<sup>nd</sup> day of October, 2017, by the following vote:

AYES: COUNCIL MEMBERS \_\_\_\_\_

NOES: COUNCIL MEMBERS \_\_\_\_\_

ABSENT: COUNCIL MEMBERS \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS \_\_\_\_\_

ATTEST:

APPROVE:

\_\_\_\_\_  
Paul Eckert, City Clerk

\_\_\_\_\_  
Frank Hall, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony Galyean, City Attorney

EXHIBIT A

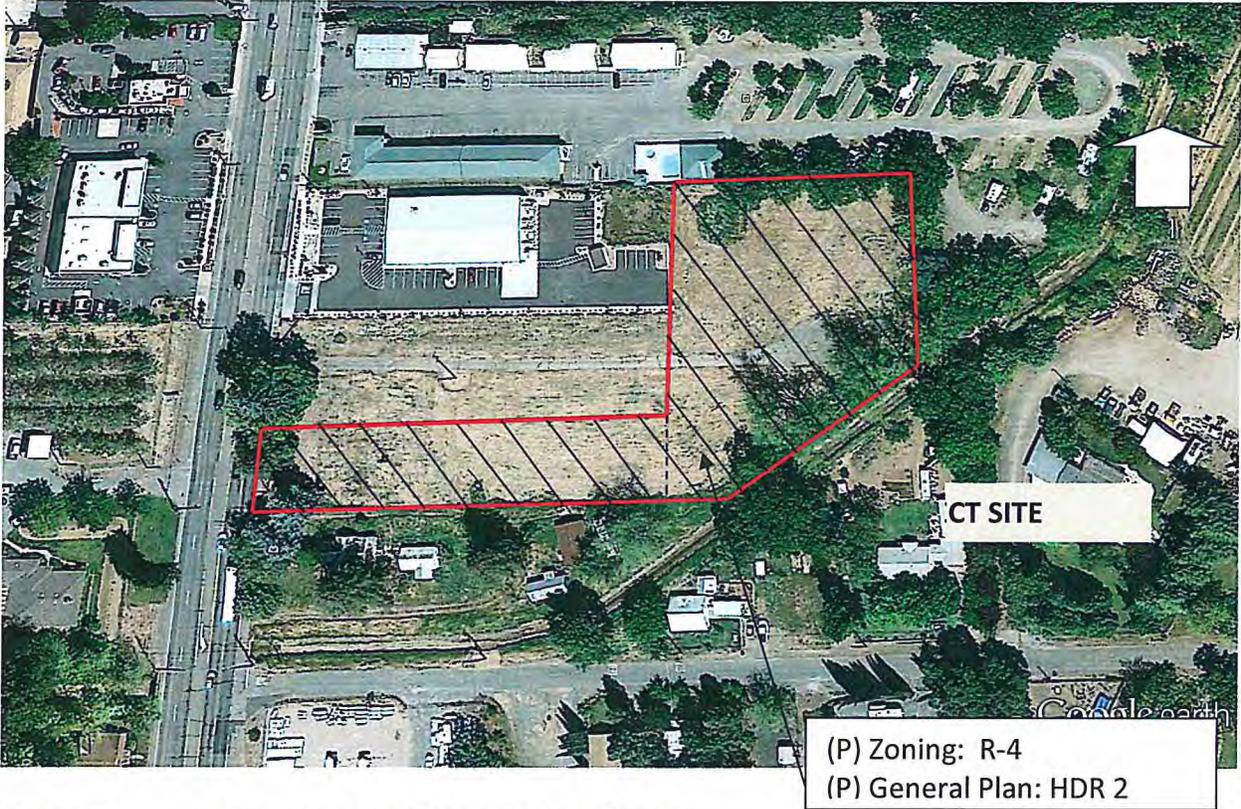
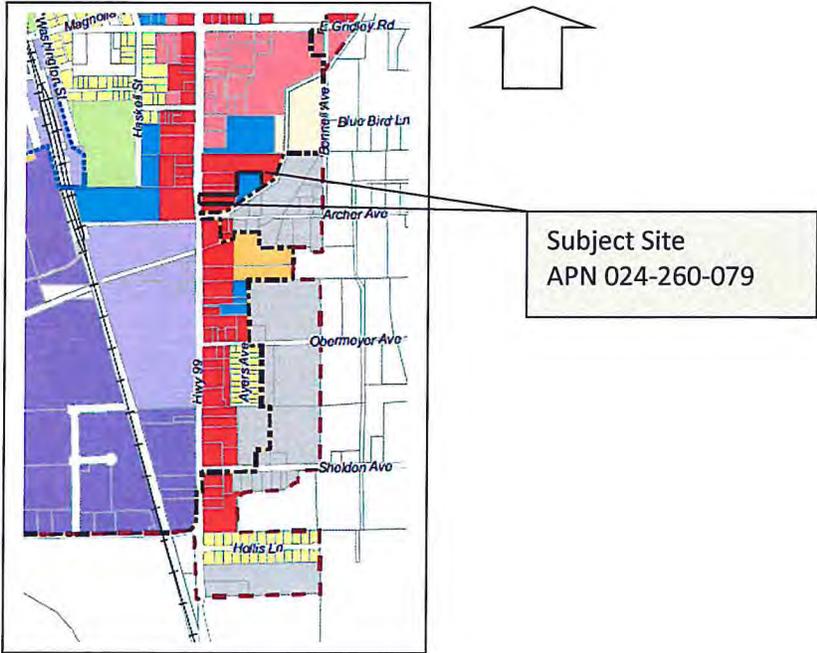


Figure 1: Location Map and Existing Conditions  
(Parcel lines are only graphic and do not represent legal boundaries)

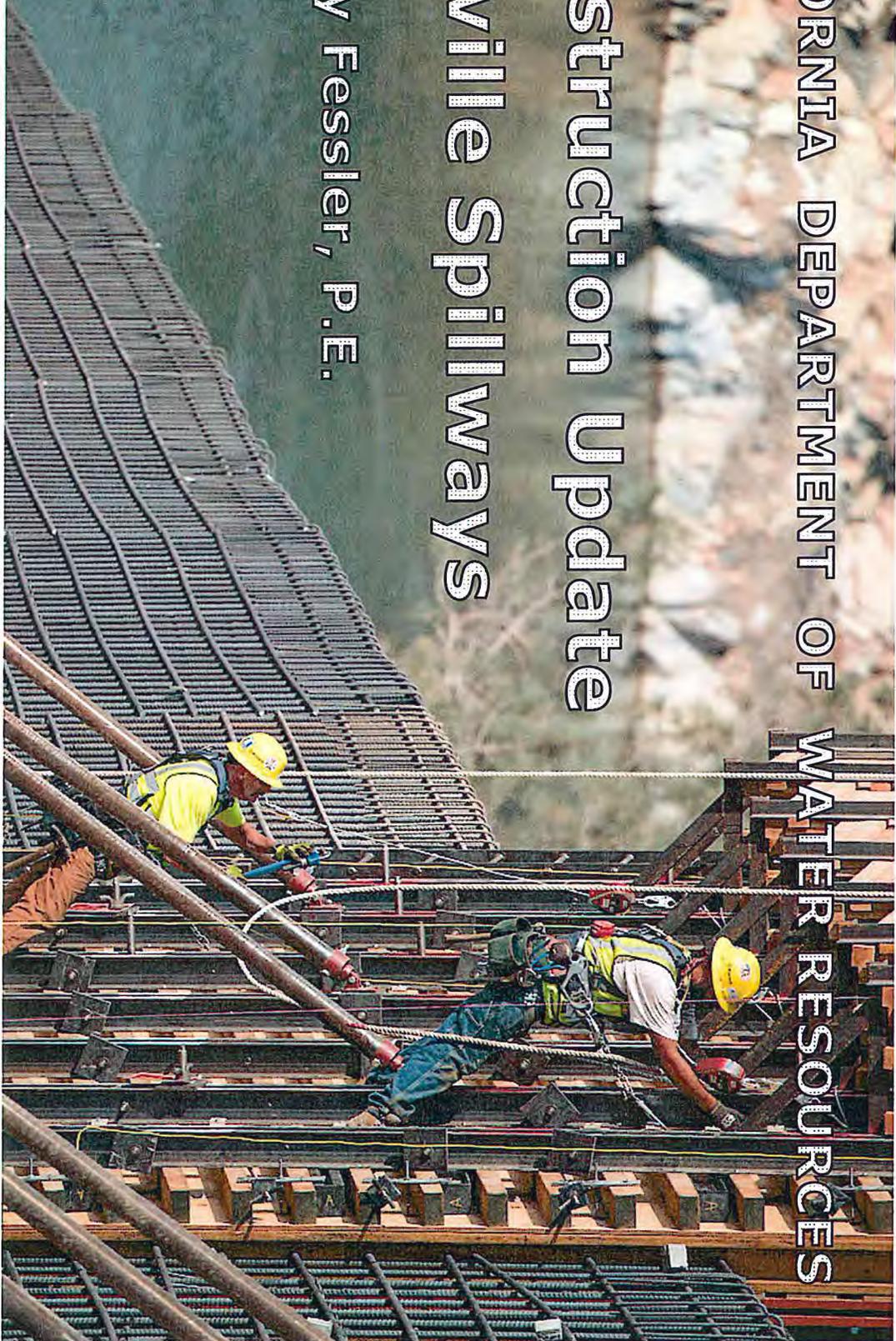




CALIFORNIA DEPARTMENT OF WATER RESOURCES

# Construction Update Oroville Spillways

Randy Fessler, P.E.





**City Council Agenda Item #5**  
Staff Report

**Date:** October 2, 2017  
**To:** Mayor and City Council  
**From:** Paul Eckert, City Administrator  
**Subject:** SB1 Project List - FY 17-18 Budget Amendment

---

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Recommendation**

Staff respectfully requests that the City Council adopt a resolution authorizing the City Administrator to amend the Fiscal Year 2017-2018 Budget to incorporate a list of projects planned to be funded with SB1 - Road Maintenance and Rehabilitation Account revenues.

**Background**

On April 28, 2017, the Governor signed Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1: increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) will deposit various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new RMRA funding will be apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code (SHC) Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (Commission).

**Project List Flexibility:**

Pursuant to SHC Section 2034(a)(1), this project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities, so long as the projects are consistent with SHC Section 2030(b). After submittal of the project list to the Commission, in the event a city or county elects to make changes to the project list pursuant to the statutory provision noted above, formal notification of the Commission is not required. However, the Project Expenditure Report form that is due to the Commission by October 1<sup>st</sup>

each year, will provide an opportunity for jurisdictions to annually communicate such changes to the Commission as part of the regular reporting process.

**Financial Impact**

The State Controller will deposit SB1 revenues into the newly created Road Maintenance and Rehabilitation Account (RMRA) for City's use in basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads.

**Attachments**

- Resolution No. 2017-R-029
- City's SB1 Project List to CTC
- Estimated SB1 (RMRA) Revenues
- State Controller letter to City

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY  
AUTHORIZING THE CITY ADMINISTRATOR TO  
AMEND THE 2017-18 BUDGET TO INCORPORATE A LIST OF PROJECTS FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the public is aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must include a list of all street and road projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the SB 1 project list can be revised by the City at any time to address changing priorities in our street and road maintenance and safety needs.

**NOW, THEREFORE, BE IT RESOLVED:**

The City of Gridley authorizes the City Administrator to amend the 2017-18 budget to incorporate the SB1 list of projects.

**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 2<sup>nd</sup> day of October, 2017 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

---

Paul Eckert, City Clerk

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Frank Hall, Mayor



# Local Streets and Roads - Projected FY2017-18 Revenues

Based on State Dept of Finance statewide revenue projections as of May 2017

Estimated 11 May 2017

new

new

new

	Highway Users Tax Acct (HUTA) <sup>(1)</sup> Streets & Highways Code				Loan Repayment <sup>(6)</sup>	TOTAL HUTA	Road Maintnc Rehab Acct <sup>(7)</sup>	TOTAL	
	Sec2103 <sup>(5)</sup>	Sec2105 <sup>(5)</sup>	Sec2106 <sup>(5)</sup>	Sec2107 <sup>(5)</sup>					Sec2107.5 <sup>(6)</sup>
<b>ALAMEDA COUNTY</b>									
ALAMEDA	350,143	471,542	289,726	609,609	7,500	90,708	1,819,228	447,922	2,267,150
ALBANY	83,445	112,376	72,703	145,280	4,000	21,617	439,420	106,747	546,168
BERKELEY	529,629	713,268	435,781	922,100	10,000	137,206	2,747,973	677,531	3,425,504
DUBLIN	253,293	341,113	210,916	440,991	7,500	65,618	1,319,432	324,027	1,643,459
EMERYVILLE	51,768	69,717	46,926	90,130	3,000	13,411	274,952	66,225	341,177
FREMONT	1,012,856	1,364,025	829,004	1,763,412	10,000	262,331	5,241,687	1,295,702	6,537,389
HAYWARD	702,189	945,647	576,201	1,222,533	10,000	181,909	3,638,479	898,280	4,536,759
LIVERMORE	389,279	524,247	321,573	677,747	7,500	100,847	2,021,193	497,988	2,519,181
NEWARK	197,572	266,073	165,573	343,979	6,000	51,183	1,030,381	252,746	1,283,126
OAKLAND	1,867,629	2,515,158	1,524,569	3,251,598	10,000	483,828	9,652,782	2,389,176	12,041,958
PIEDMONT	49,551	66,731	45,122	86,270	3,000	12,837	263,510	63,388	326,898
PLEASANTON	331,173	445,995	274,290	576,582	7,500	85,794	1,721,334	423,655	2,144,989
SAN LEANDRO	387,345	521,642	319,999	674,379	7,500	100,346	2,011,210	495,513	2,506,723
UNION CITY	322,207	433,920	286,994	560,972	7,500	83,471	1,675,065	412,186	2,087,250
<b>ALPINE COUNTY</b>									
<b>AMADOR COUNTY</b>									
AMADOR	839	1,130	5,483	1,461	1,000	217	10,131	1,074	11,204
IONE	34,971	47,096	33,258	60,886	2,000	9,060	187,272	44,737	232,009
JACKSON	21,651	29,157	22,418	37,694	1,000	5,609	117,529	27,697	145,226
PLYMOUTH	4,483	6,037	8,448	7,805	1,000	1,161	28,934	5,735	34,669
SUTTER CREEK	11,430	15,393	14,101	19,901	1,000	2,961	64,787	14,622	79,410
<b>BUTTE COUNTY</b>									
BIGGS	8,387	11,295	11,625	14,603	1,000	2,173	49,083	10,730	59,813
CHICO	408,386	549,978	337,121	711,012	7,500	105,797	2,119,794	522,430	2,642,224
GRIDLEY	29,080	39,162	28,463	50,628	2,000	7,533	156,866	37,200	194,067
OROVILLE	79,483	107,041	69,479	138,382	4,000	20,591	418,975	101,679	520,654
PARADISE	115,797	155,945	99,029	234,022	6,000	29,998	640,792	148,134	788,926
<b>CALAVERAS COUNTY</b>									
ANGELS CAMP	17,866	24,060	19,338	31,104	1,000	4,628	97,996	22,855	120,851
<b>COLUSA COUNTY</b>									
COLUSA	27,891	37,562	27,496	48,560	2,000	7,226	150,735	35,680	186,416
WILLIAMS	23,908	32,197	24,255	41,624	2,000	6,194	130,176	30,584	160,760



**BETTY T. YEE**  
**California State Controller**

August 31, 2017

Mr. Matt Michaelis  
Finance Director  
City of Gridley  
685 Kentucky Street  
Gridley, CA 95948

Re: Road Maintenance and Rehabilitation Program  
Maintenance-of-Effort Requirements Calculation

Dear Mr. Michaelis:

On April 28, 2017, the Governor signed Senate Bill (SB) 1 (Chapter 5, Statutes of 2017), known as the Road Repair and Accountability Act of 2017. SB 1 was enacted to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system.

Beginning November 1, 2017, SB 1 taxes and fees will be deposited into the newly created Road Maintenance and Rehabilitation Account (RMRA). This will result in more than double the total amount of state local streets and roads funding apportioned annually to cities and counties by the State Controller's Office (SCO) for road maintenance and rehabilitation.

Expenditure authorities for RMRA funding is governed by Article XIX of the California Constitution; Revenue and Taxation Code, Division 2, Part 5, Chapter 6, section 11051; and Streets and Highways Code, Chapter 2, Division 3, section 2030 (b).

To receive the RMRA apportionments, cities and counties have a maintenance-of-effort (MOE) requirement established in Streets and Highways Code section 2036 which specifies that cities and counties must annually expend from their discretionary expenditures for street and transportation purposes an amount not less than the annual average of their discretionary expenditures during fiscal year (FY) 2009-10, FY 2010-11, and FY 2011-12, as reported to the SCO pursuant to Streets and Highways Code section 2151.

RMRA funds are subject to audit by the SCO for compliance with Article XIX of the California Constitution, Revenue and Taxation Code section 11051, and Streets and Highways Code sections 2036 and 2151.

Attached is a Calculation Summary Sheet of the City of Gridley's MOE. This sheet contains expenditure amounts funded by discretionary sources certified by the city's fiscal officer in its Annual Street Report (ASR) to the SCO.

Matt Michaelis, Finance Director  
August 31, 2017  
Page 2

Please review the Calculation Summary Sheet and do one of the following:

- Certify the amounts as reported in the ASR; or
- Request additional SCO review with proposed adjustments.

City-certified amounts may be subject to additional review by the SCO prior to finalizing the MOE amount, pursuant to Streets and Highways Code 2036(d). Our office will contact you if further review is needed.

For any proposed adjustments, please provide the following:

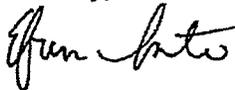
- Documentation and/or worksheet calculation to support the original submitted expenditures
- Documentation to support proposed adjustments.

Return the completed Calculation Summary Sheet by **October 16, 2017**, to:

State Controller's Office  
Division of Audits  
Marty Namjou, Audit Manager  
PO Box 942850  
Sacramento, CA 94250-5874

If you have any questions, please contact Mr. Namjou by telephone at (916) 327-3928 or by email at [AUDstreetsroads@sco.ca.gov](mailto:AUDstreetsroads@sco.ca.gov).

Sincerely,



EFREN LOSTE, Chief  
Local Government Audits Bureau

Attachment

**ROAD MAINTENANCE AND REHABILITATION PROGRAM  
MAINTENANCE-OF-EFFORT  
CALCULATION SUMMARY SHEET**

City of Gridley

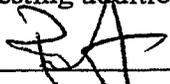
**SCHEDULE OF EXPENDITURES  
AS REPORTED TO THE STATE CONTROLLER  
PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 2151 and 2152**

**DISCRETIONARY FUND EXPENDITURES FOR  
FISCAL YEAR (FY) 2009-10, FY 2010-11, and FY 2011-12**

	FY 2009-10	FY 2010-11	FY 2011-12	AVERAGE
<b>EXPENDITURES PER ASR</b>	\$268,450.00	\$244,045.00	\$223,964.00	\$245,486.33
<b>ADJUSTMENTS</b>				
<b>DELETIONS:</b>				
<b>ADDITIONS:</b>				
<b>ADJUSTED EXPENDITURES</b>				

I HEREBY CERTIFY, to the best of my knowledge and belief, that the total discretionary street purpose expenditure amounts reported herein are reported accurately in accordance with the requirements as prescribed by the State Controller.

I am requesting additional review by the SCO of the proposed adjustments.

Signature: 

Date: 9-12-2017

Printed Name: PAUL ECKERT

Title: CITY ADMINISTRATOR

I HEREBY CERTIFY, that the above MOE calculations have been reviewed and approved by the SCO.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**City Council Agenda Item #6**  
Staff Report

**Date:** October 2, 2017  
**To:** Mayor and City Council  
**From:** Chris Haile, Division Chief  
**Subject:** Agreement with California Department of Forestry and Fire Protection

---

<b>X</b>	Regular
	Special
	Closed
	Emergency

**Recommendation**

City staff respectfully requests the Mayor and City Council review and adopt the proposed 2017/2018 California Department of Forestry and Fire Protection (CAL FIRE) Fire Protection Reimbursement Agreement No. 2CA03517 and authorize the Mayor to sign the Agreement.

**Background**

The Fire Protection Reimbursement Agreement from CAL FIRE for fiscal year 2017/2018 is ready to sign. There are no changes to staffing or operations proposed.

The amount of this agreement is \$830,215.00, consistent with the presently submitted fire department budget proposal.

**Financial Impact**

The fiscal impacts to the City of Gridley General Fund were previously discussed during the FY 2017-18 Budget Public Hearings and have been incorporated into the City's Budget.

**Compliance with City Council Strategic Plan or Budget Goals**

This recommendation is consistent with our ongoing effort to be responsive and transparent regarding all business transactions and financial matters.

**Attachments**

- Resolution No. 2017-R-028
- Fire Protection Reimbursement Agreement No. 2CA03517

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING AGREEMENT NO. 2CA03517 WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR SERVICES FROM JULY 1, 2017 TO JUNE 30, 2018**

**BE IT RESOLVED** by the City Council of the City of Gridley that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection dated July 1, 2017. This agreement provides fire protection services during the State Fiscal year (2017/2018).

**BE IT FURTHER RESOLVED** that Frank Hall, Mayor of said City of Gridley be and hereby is authorized to sign and execute said agreement on behalf of the City of Gridley.

The foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 2<sup>nd</sup> day of October, 2017 by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

---

Paul Eckert, City Clerk

---

Frank Hall, Mayor

**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

LG-1 REV. 01/2017

AGREEMENT NUMBER **2CA03517**

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME

City of Gridley

2. The term of this Agreement is: **7/1/2017** through **6/30/2018**

3. The maximum amount of this Agreement is: **\$ 830,215.00**  
**Eight hundred thirty thousand dollars, two hundred fifteen and .00 cents.**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	10	pages
Exhibit E – Description of Other Services	1	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**LOCAL AGENCY**

LOCAL AGENCY'S NAME  
City of Gridley

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
Frank Hall, Mayor

ADDRESS  
685 Kentucky Street, Gridley, CA 95948

**STATE OF CALIFORNIA**

AGENCY NAME  
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
Chris Rowney, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

*California Department of General Services Use Only*

**EXHIBIT A**  
**COOPERATIVE FIRE PROGRAMS**  
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

CAL FIRE Unit Chief:	Darren Read	Local Agency:	City of Gridley
Name:	Butte Unit	Name:	Frank Hall
Phone:	(530) 538-7111	Phone:	(530) 846-5695
Fax:	(530) 538-7401	Fax:	(530) 846-3229

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

CAL FIRE Unit Chief:	Darren Read	Local Agency:	City of Gridley
Section/Unit:	Support Services	Section/Unit:	Administration
Attention:	Lisa Koehler	Attention:	Frank Hall
Address:	176 Nelson Avenue	Address:	685 Kentucky Street, Gridley, CA 95948
Phone:	(530) 538-7111	Phone:	(530) 868-5695
Fax:	(530) 538-7401	Fax:	(530) 846-3229

Send an additional copy of all correspondence to:

**CAL FIRE**  
**Cooperative Fire Services**  
**P.O. Box 944246**  
**Sacramento, CA 94244-2460**

**AUTHORIZATION**

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

**EXHIBIT A**  
**SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

**1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE**

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency

dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

9) Extended Fire Protection Service Availability (Amador)

## **2. ADMINISTRATION**

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.
- B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.
- C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

### **3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

### **4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

### **5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT FOR SERVICES**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.
- B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.
- C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
  - 1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
  - 2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
  - 3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
  - 4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
  - 5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
  - 6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.
  - 7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:
    - a. The Director predicts a cash flow shortage, or
    - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

- E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

**2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

**3. BUDGET CONTINGENCY CLAUSE**

- A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.
- B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.
- C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.
- D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.
- E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.
- F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.
2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. 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. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.
4. **EXTENSION OF AGREEMENT**:
  - A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.
  - B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

- C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.
5. **AUDIT:** STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.
7. **DISPUTES:** LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.
8. **TERMINATION FOR CAUSE/CANCELLATION:**
- A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

- B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.
9. **INDEPENDENT CONTRACTOR:** Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.
11. **TIMELINESS:** Time is of the essence in the performance of this agreement.
12. **COMPENSATION:** The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.
13. **GOVERNING LAW:** This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:
- A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
- B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
- D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE:** An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
23. **RESOLUTION:** A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
24. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
25. **Affirmative Action.** STATE certifies its compliance with applicable federal and State hiring requirements for persons with disabilities, and is deemed by LOCAL AGENCY to be in compliance with the provisions of LOCAL AGENCY'S Affirmative Action Program for Vendors.
26. **Drug and Alcohol-Free Workplace.** As a material condition of this Agreement, STATE agrees that it and its employees, while performing service for LOCAL AGENCY, on LOCAL AGENCY property, or while using LOCAL AGENCY equipment, shall comply with STATE's Employee Rules of Conduct as they relate to the possession, use, or consumption of drugs and alcohol.
27. **Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services.** STATE shall comply with any applicable "Zero Tolerance for Fraudulent Conduct in LOCAL AGENCY Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of LOCAL AGENCY programs and the provision of LOCAL AGENCY services. Upon proven instances of fraud committed by the STATE in connection with performance under the Agreement, the Agreement may be terminated consistent with the termination for cause/cancellation term, Exhibit C, section 8, subsection B, of Cooperative Fire Programs Fire Protection Reimbursement Agreement, LG-1, between the California Department of Forestry and Fire Protection (CAL FIRE) and the LOCAL AGENCY.
28. **Confidential Information.** "Confidential information" means information designated by CAL FIRE and/or the LOCAL AGENCY disclosure of which is restricted, prohibited or privileged by State and federal law. Confidential Information includes, but is not limited to, information exempt from disclosure under the California Public Records Act (Government Code Sections 6250 et seq.) Confidential Information includes but is not limited to all records as defined in Government Code section 6252 as well as verbal communication of Confidential Information. Any exchange of Confidential Information between parties shall not constitute a "waiver" of any exemption pursuant to Government Code section 6254.5

CAL FIRE and LOCAL AGENCY personnel allowed access to information designated as Confidential Information shall be limited to those persons with a demonstrable business need for such access. CAL FIRE and LOCAL AGENCY agree to provide a list of authorized personnel in writing as required by Government Code section 6254.5(e). CAL FIRE and the LOCAL AGENCY agree to take all necessary measures to protect Confidential Information and shall

Contractor Name: City of Gridley

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impose all the requirements of this Agreement on all of their respective officers, employees and agents with regards to access to the Confidential Information. A Party to this Contract who experiences a security breach involving Confidential Information covered by this Contract, agrees to promptly notify the other Party of such breach

29. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

**EXCISE TAX:** State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

- A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.
- B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.
- D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such

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vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

- E. **Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

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**EXHIBIT D, SCHEDULE A**

**LOCAL FUNDED – STATE RESOURCES**

**FISCAL DISPLAY**

**PRC 4142**

**NAME OF LOCAL AGENCY:** City of Gridley

**CONTRACT NUMBER:** 2CA03517

Index: 2100

PCA: 27120

Fiscal Year: 2017/18 to 2017/18

This is Schedule A of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2017	Sub Total	5716,729		Contract Name:	City of Gridley																
Index: 2100	Admin	586,079	Yr 2 Increase	0.0%																	
PCA: 27120	Total	5802,808	Yr 2 Subtotal	\$0	Contract No.:	2CA03517															
PRC: 4142					Page No.:	18															
Comments: Fire Services Contract	Overtime Total:	\$29,930																			
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2017 between City of Gridley, and The California Department of Forestry and Fire Protection (CAL FIRE)																					
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:30%; text-align: center;">CAL FIRE Unit Chief</td> <td style="width:40%; text-align: center;">Darren Chief</td> </tr> <tr> <td></td> <td style="text-align: center;">CAL FIRE Region Chief</td> <td style="text-align: center;">Scott Upton</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>								CAL FIRE Unit Chief	Darren Chief		CAL FIRE Region Chief	Scott Upton									
	CAL FIRE Unit Chief	Darren Chief																			
	CAL FIRE Region Chief	Scott Upton																			
Number of Positions	Classification/ad-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost							
1	Fire Captain, Range A	POF	7/1-6/30	12	\$5,299	\$63,588	\$2,926	12	\$35,112	\$54,228	\$0	\$16,376	\$169,204	\$180,828							
1	Longevity Pay Differential - 2%	POF	7/1-6/30	12	\$0	\$1,272			\$0	\$1,085	\$0	\$0	\$2,356								
1	Education Incentive Pay Differential	POF	7/1-6/30	12	\$75	\$900			\$0	\$768	\$0	\$0	\$1,668								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
	Overtime					\$7,500			\$0	\$0	\$0	\$0	\$7,500								
3	Fire Apparatus Engineer	POF	7/1-6/30	12	\$4,700	\$169,200	\$2,600	12	\$83,600	\$144,294	\$0	\$43,651	\$450,749	\$481,110							
3	Education Incentive Pay Differential	POF	7/1-6/30	12	\$75	\$2,700			\$0	\$2,303	\$0	\$0	\$5,003								
3	Longevity Pay Differential - 1%	POF	7/1-6/30	12	\$0	\$1,692			\$0	\$1,443	\$0	\$0	\$3,135								
1	Language Fluency Differential	POF	7/1-6/30	12	\$100	\$1,200			\$0	\$1,023	\$0	\$0	\$2,223								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
	Overtime					\$20,000			\$0	\$0	\$0	\$0	\$20,000								
1	Communications Operator, Range B	SAF	7/1-12/31	6	\$5,391	\$32,346	\$0	0	\$0	\$20,016	\$0	\$0	\$52,362	\$54,792							
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
	Overtime					\$2,430			\$0	\$0	\$0	\$0	\$2,430								
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0							
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
	Overtime					\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0							
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
	Overtime					\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0							
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
					\$0	\$0			\$0	\$0	\$0	\$0	\$0								
	Overtime					\$0			\$0	\$0	\$0	\$0	\$0								

Fiscal Year: 2017  
 Index: 2100  
 PCA: 27120  
 PRC: 4142

Uniform Benefits	\$124
Sub Total	\$24,469
Admin	\$2,939
Total	\$27,407

Contract Name: City of Gridley  
 Contract No.: 2CA03517  
 Page No.: 19

**Comments**

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2017 between City of Gridley and The California Department of Forestry and Fire Protection (CAL FIRE)

Category (Pick from List)	Details	Number	Months	Rate	Sub-Total	1.45%	
						Uniform Benefits	Total
UNIFORM ALLOWANCE FOR BUS	7/1-6/30	4.00	12.00	\$178	\$ 8,520	\$ 124	\$ 8,644
UNIFORM ALLOWANCE FOR COMM OP	7/1-12/31	1.00	6.00	\$104	\$ 625		\$ 625
VEHICLE OPERATIONS	7/1-6/30	1.00	1.00	\$5400	\$ 5,400		\$ 5,400
TRAVEL	7/1-6/30	1.00	1.00	\$9800	\$ 9,800		\$ 9,800

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

- 1 Unit Chief
- 1 Assistant Chief North Operations
- 1 Assistant Chief South Operations
- 1 Assistant Chief, Administration
- 1 Assistant Chief, Resource Management
- 1 Forestry Equipment Manager
- 8 Battalion Chiefs (5 Field, CAAB, ECC, Training, VMP)
- 1 Forester I, Magalia Area
- 3 Fire Captains, ECC
- 1 Communications Operator
- 1 Forestry Logistics Officer I

FIRE PREVENTION

- 1 Battalion Chief
- 1 Fire Prevention Captain
- 1 Fire Prevention Specialist II

FIRE CONTROL

Fire Stations (10)

- |                       |                            |                          |
|-----------------------|----------------------------|--------------------------|
| Oroville (2) Engines  | Feather Falls (1) Engine   | Butte Meadows (1) Engine |
| Cohasset (1) Engine   | Robinson Mills (2) Engines | Stirling City (1) Engine |
| Paradise (2) Engines  | Forest Ranch (2) Engines   | Harts Mill (2) Engines   |
| Jarbo Gap (2) Engines |                            |                          |

**EXHIBIT D, SCHEDULE C**  
**LOCAL FUNDED – LOCAL RESOURCES**  
**ASSIGNED TO THE CAL FIRE UNIT**

City of Gridley

Fire Department

Schedule C Budget

FY 2017/18

Communications	\$2,600
Insurance	\$8,956
Equipment Maintenance	\$14,000
Memberships	\$200
Office Supplies	\$2,000
Professional Services	\$731,711
Publications	\$500
Small Tools	\$500
Fuel	\$10,000
Special Department	\$4,250
Transportation and Travel	\$1,000
Utilities	\$10,451

**EXHIBIT D, SCHEDULE D** (page one)

**LOCAL AGENCY OWNED**  
**STATE MAINTAINED VEHICLES**

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule D of Cooperative Agreement originally dated July 1, 2017, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2017/18 to SELECT

The current "Salary, Pay Differentials, and Operating Expense Schedule" Memorandum under Operating Expenses, Vehicle Maintenance includes the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in the Exhibit D, Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category excludes, all surveyed CAL FIRE vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)

State shall:

- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
- b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
- c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

**EXHIBIT D, SCHEDULE D (page two)**  
**LOCAL AGENCY OWNED**  
**STATE MAINTAINED VEHICLES**

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
  - b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.
- Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.
- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate (1A)	1995	3 B 1	E021598
Flat Rate (1A)	2005	2 B 1	1194655

**EXHIBIT D, SCHEDULE E**

This is Schedule E of Cooperative Agreement originally dated July 1, 2017, by and between the CAL FIRE of the State of California and LOCAL AGENCY

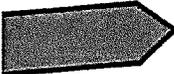
NAME OF LOCAL AGENCY:City of Gridley

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insured for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

FISCAL YEAR: 2017/18 to SELECT

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR  
TORT LIABILITY**

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.



By: _____	Frank Hall
Signature	Printed Name
Mayor	
_____	_____
Title	Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
WORKER'S COMPENSATION BENEFITS**

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 18.



By: _____	Frank Hall
Signature	Printed Name
Mayor	
_____	_____
Title	Date

**SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY  
FOR  
LOCAL AGENCY-OWNED VEHICLES**

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.



By: _____	Frank Hall
Signature	Printed Name
Mayor	
_____	_____
Title	Date

**EXHIBIT E**  
**DESCRIPTION OF OTHER SERVICES**

For the City of Gridley fire vehicles enroute to State incidents, training or other State required meetings, Cal-Fire will supply Voyager gas cards.