

Gridley City Council – Regular City Council Meeting Agenda

Monday, November 19, 2018; 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 – Vice Mayor Johnson

INVOCATION – Pastor Brad Roberts, Calvary Chapel of Gridley

PROCLAMATIONS – None

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 Council minutes dated October 1 and 23, 2018
2. Approval of Resolution No. 2018-R-027: A Resolution of the City Council of the City of Gridley Authorizing the Gridley Fire Department to Receive a Volunteer Fire Assistance Grant

PUBLIC HEARING – None

ITEMS FOR COUNCIL CONSIDERATION

3. Filling of Vacant Councilmember Seat
4. Gridley-Biggs Animal Control Services Agreement

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):

Fire Department Purchase of Standard Size Pickup Truck	12/3/2018
Declaration of Election Results/Seat New Council	12/3/2018
Council Appointment of Partial Term Councilmember	12/3/2018
Approval of Selection Process for Police Chief	1/21/2019

CLOSED SESSION - None

ADJOURNMENT – adjourning to the next regularly scheduled meeting on December 3, 2018

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., November 16, 2018, 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 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.

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, October 1, 2018; 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, Borges, Johnson, Hall
Absent: None
Arriving post roll call: None

Staff present:

Paul Eckert, City Administrator
Tony Galyean, City Attorney
Juan Solis, Finance Director
Dean Price, Police Chief
Daryl Dye, Utility Director
Mike Hensley, IT Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Borges

INVOCATION

The invocation was provided by Gary Davidson

PROCLAMATIONS

The Domestic Violence Awareness Month 2018 Proclamation was read by Mayor Hall and accepted by Tracy Weeber of Catalyst.

COMMUNITY PARTICIPATION FORUM

Mayor Hall opened the forum. Chief of Police Dean Price stepped to the podium and read a letter announcing his retirement and thanking Council, coworkers, peers, friends and family for their support and friendship. His last day will be October 30.

Many in the audience stood to speak in support of Chief Price including Ricki Donnahoe, Cory Honea, Zachary Price, Angela Thompson, Roger Frith, Lynn Spencer, Gary Davidson, Margie Tidwell, Nathan Wilkinson, Jason Piazza, Steve Stark, John Harris, Clark Redfield, John Busch, Eric Waterbury, Florence Price, Art Cota and Robert Miller.

CONSENT AGENDA

- 1. City Services Update
- 2. City Council minutes dated September 17, 2018

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

Motion passed, all in favor

PUBLIC HEARING – None

ITEMS FOR COUNCIL CONSIDERATION

- 3. Chief of Police Employment Agreement – City Council Action Item
This item was pulled.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Councilmember Borges reported that he attended meetings of the Butte County Air Quality Board and Butte County Association of Governments

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

Police Dispatch Procedures	10/15/2018
Weed Abatement Liens	10/15/2018

CLOSED SESSION - None

ADJOURNMENT

With no items for further discussion, Council adjourned at 7:02 p.m.

Paul Eckert, City Clerk

Gridley City Council – Special City Council Meeting Minutes

Tuesday, October 23, 2018; 9:30 am
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 9:30 a.m.

ROLL CALL

Councilmembers

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

Staff present:

Paul Eckert, City Administrator
Tony Galyean, City Attorney
Dean Price, Police Chief

COMMUNITY PARTICIPATION FORUM

There were no comments.

CLOSED SESSION

1. Government Code 54957 - Public Employee Appointment, Acting or Interim Chief of Police
2. Government Code 54957 - Public Employee Performance Evaluation, City Administrator

Council came out of Closed Session reporting staff was directed to negotiate employment terms with Interim Police Chief Allen Byers.

ADJOURNMENT

With no further items for discussion, Council adjourned to the next regularly scheduled meeting on November 5.

Paul Eckert, City Clerk

City Council Agenda Item #2
Staff Report

Date: November 19, 2018
To: Mayor and City Council
From: Fire Chief Jamie Norton
Subject: 2018 Volunteer Fire Assistance Grant

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council approve the 2018 VFA Grant.

Background

For the past several years the City of Gridley has been successful in receiving VFA Grants that are used to purchase Personal Protective Equipment (PPE) for its volunteer firefighters who assist career firefighters to protect and serve the City of Gridley. The funding of the grant is vital for replacement of aging and worn PPE. The Grant is a cost effective mode for replacement. The cost of outfitting a single volunteer exceeds \$5,000.00 and PPE has a shelf life of 10 years and due to the nature of the profession, is subject to extreme use. There are approximately 15 volunteer firefighters that protect the Gridley area and replacement of PPE is ongoing as funding comes available.

Financial Impact

This year's Grant is in the amount of \$9936.00, which is a 50% match with the State of California. The City of Gridley's match of this grant is \$4968.00.

Compliance with City Council Strategic Plan or Budget Goals

This effort complies with the City of Gridley's Budget Goals to reduce tax payer's expenses by finding grant funding to offset budget impacts.

Attachments

VFA Resolution No. 2018-R-027
VFA Agreement

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AUTHORIZING THE GRIDLEY
FIRE DEPARTMENT TO RECEIVE A VOLUNTEER FIRE ASSISTANCE GRANT**

BE IT RESOLVED by the Gridley City Council as follows:

1. The Mayor is hereby authorized and directed to execute, on behalf of the City of Gridley, and the State of California Department of Forestry and Fire Protection, a grant in the amount of \$4,968 provided under the Cooperative Forestry Assistance Act of 1978 (7FG18021).
2. The City Clerk shall attest to the adoption of this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED by Gridley City Council to approve the supplemental appropriation from the account 060-4060-6300 of \$4,968.00 for the cost associated for the equipment to be purchased with this grant. To recognize the grant revenues, approve supplement revenues of \$4,968 to account 010-3611.

I HEREBY CERTIFY that the foregoing resolution of the City Council of the City of Gridley was duly introduced passed and adopted at a regular meeting of the City Council of the City of Gridley held on the 19th day of November, 2018, 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

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2018 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2018 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$4,968.00** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2019.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2019 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.
11. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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LOCAL AGENCY: _____

 Attention: _____
 Telephone Number(s): _____
 FAX Number: _____
 E-mail _____

STATE: **Department of Forestry and Fire Protection
 Grants Management Unit, Attn: Megan Esfandiary
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 653-3649**

12. **PURPOSE:** Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. **COMBINING:** In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. **OVERRUNS:** In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. **UNDERRUNS:** In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
16. **FEDERAL INTEREST IN EQUIPMENT:** The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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17. **EQUIPMENT INVENTORY**: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. **AUDIT**: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees 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. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. **DISPUTES**: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. **INDEMNIFICATION**: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and 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 in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. **DRUG-FREE WORKPLACE REQUIREMENTS**: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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- 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

- 22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2019.**
- 23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS:** 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.
- 25. **INDEPENDENT CONTRACTOR:** 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 or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Printed Name

Staff Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.
Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.
***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$4,968.00	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal
	(OPTIONAL USE) Vendor #			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 29	STATUTE 2018	FISCAL YEAR 18/19
TOTAL AMOUNT ENCUMBERED TO DATE \$4,968.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 18-9214-418.99-			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			T.B.A. NO.	B.R. NO.
SIGNATURE OF CDF ACCOUNTING OFFICER X			DATE	

**Department of General Services
Use Only**

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

City Council Agenda Item #3
Staff Report

Date: November 19, 2018
To: Mayor and City Council
From: Paul Eckert, City Administrator
Subject: Filling of Vacant Councilmember Seat

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

Recommendation

In keeping with the City Council’s general expectations, City staff respectfully recommends that the City Council utilize a letter of interest and application process to fill the partial term City Councilmember vacancy and have the remaining Councilmembers appoint a successor. The newly elected City Council will appoint the partial term Councilmember after the newly elected Councilmembers are seated which is expected on December 3rd or December 17th, depending upon the timing of the Butte County Board of Supervisors certification of the November 6th Election results.

Background

The City Council will consider its options to fill the vacancy resulting from the resignation of Dan Lofing on July 7, 2018. Mr. Lofing was appointed by the City Council on June 4, 2018 to fill a Councilmember vacancy. Mr. Lofing’s term was set to expire in November of 2020. The City Council's options include appointment or utilization of a special election to fill the partial term City Council vacancy.

Dan Lofing’s resignation created a vacancy on the City Council. (Gov. Code, § 1770, subd. (a)) The City Council may appoint a successor to fill the vacancy, who would hold office for the unexpired term of the former incumbent. (Gov't. Code Section 36512(b)). The appointed Councilmember will hold office until November 2020, when Dan Lofing’s term would have expired.

In making appointments, the City Council has traditionally utilized an application and letter of interest process and then relies upon Roberts Rules of Order for the remaining Councilmembers to decide who will be appointed. The recommended questionnaire, due November 30th, is attached. City staff is prepared to immediately advertise the Council vacancy application in both the print media and social media. The newly elected City Council will appoint the Councilmember.

Under Roberts Rules, more than one person may be nominated until one person receives a majority of votes. The City Council would therefore vote on the first person nominated, and, if that person does not receive a majority of votes, the City Council would vote on the second name and so forth until one person receives a majority vote.

Financial Impact

An appointment by the City Council would have no financial impact.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to providing effective leadership while providing quality cost effective local government services.

Attachment

Council Candidate Application and Questionnaire

APPLICATION FOR APPOINTMENT TO
GRIDLEY CITY COUNCIL

APPLICANT INFORMATION

Name _____

Address _____, Gridley, CA 95958

Home Phone _____ Work/Cell Phone _____

E-mail _____

Are you at least 18 years of age? Yes No

COVER LETTER AND RESUME

Please attach a one-page cover letter and a resume of no more than two pages to this application.

SUPPLEMENTAL QUESTIONS

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Gridley on separate pages using no more than 3 pages total:

1. Why are you interested in serving as a Gridley City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Please explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Gridley community. Please address its relevance to the position of Gridley City Councilmember.
5. What do you wish to accomplish during this appointed term as Gridley City Councilmember?
6. What is your vision for our City and community?
7. Are you aware of any conflicts of interest that you may have if appointed as a Gridley City Councilmember? If so, please provide additional background.
8. Is there anything else that you may wish to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Gridley City Hall at 685 Kentucky Street, Gridley, CA 95948 no later than 4:00 pm on Friday, November 30, 2018. Applications received after 4:00 pm will not be accepted. The application and any correspondence should be addressed to the Mayor and City Councilmembers

City Council Agenda Item #4
Staff Report

Date: November 19, 2018
To: Mayor and City Council
From: Interim Police Chief Al Byers and Administrator Eckert
Subject: Gridley-Biggs Animal Control Services Agreement

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends that the City Council review and approve the attached Gridley-Biggs Animal Control Services Agreement and authorize the Mayor to sign the agreement. The City of Biggs City Council has formally adopted the agreement.

Background

The City of Gridley has provided the City of Biggs with animal control services since 1995. The Cities have shared past animal control service agreements. Unfortunately, the last agreement is long expired, having expired on June 30, 2014. The proposed Animal Control Services Agreement includes the same service levels as in the expired Agreement and is effectively a continuation of the current animal control services being provided by the City of Gridley to Biggs. The proposed agreement includes an annual escalator developed by the Finance Director. This escalator is based on actual costs and anticipated increases in the animal control services function. The annual cost escalator for the proposed ACSA is 3.20% each year for FY 19/20 and FY 20/21.

The mutual cancellation clause by either party is executable by providing a minimum of six months' notice of the termination of this Agreement. This is consistent with the independent Police Services Agreement with the City of Biggs. Background details follow below:

1. The Biggs Animal Control Services Agreement (ACSA) will become effective immediately and run through June 30, 2020. This agreement cessation date for the ACSA coincides with the Gridley-Biggs Police Services Agreement date.
2. Biggs will pay \$21,600 annually beginning on November 1, 2018 continuing until the Agreement's expiration on June 30, 2020. As negotiated by the former Police Chief, the new rate reflects a decrease of revenue to the City of Gridley. Gridley received from Biggs \$26,024 in animal control services general fund revenue in FY 17/18. The new rate represents an annualized decrease of \$4,424 for an entire year of services.
3. In the proposed Agreement, the new initial revenues of \$21,600 shall increase yearly on July 1st of each fiscal year by 3.2%. A new one-page Base Rate memorandum shall be adopted by each Council and added to this Agreement on an annual basis. The Finance Director shall be responsible for ensuring the new annual process is completed on time.

4. Gridley will provide 24/7 animal control services to the City of Biggs. This is consistent with the service level currently provided by Gridley to Biggs.
5. As for animal control service practices, there are not a set number of patrol hours for animal control services to Biggs, but rather a targeted approach of patrol and resource efforts based on the needs and circumstances relating to animal populations of each City. Presently, the animal control services are provided Monday through Friday from 7:00am to 3:00pm.
6. The proposed Agreement service cost is being calculated using "Animal Control Incidents". "Animal Control Incidents" are those animal control and police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Officer self-initiated activity, and email or social media communications.
7. The proposed Agreement uses the calendar year 2017 Total Incidents for the Agreement calculation(s). This is due to the number of animal control service incidents being consistently and effectively tracked by the GBPD CAD system to date.
8. The City of Gridley commits to providing animal control services pursuant to the Agreement from November 1, 2018 to June 30, 2020. Thereafter, from July 1, 2020, either party to this agreement may elect to terminate the Agreement without cause and thereby cancel all further obligations under the Agreement provided however that the canceling party shall provide to the other party at least six (6) months prior written notice in advance of the effective date of cancellation. This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.
9. In the event of a substantial change in personnel costs to the City of Gridley, including the reduction in animal control department workforce, such that the services provided to Biggs are affected, the parties may negotiate for amended terms to this Agreement.
10. The Workers' Compensation, Indemnity and Immunities considerations are substantially the same as in the past contracts. No additional risk is being assumed by either party to this Agreement.
11. The Gridley City Attorney has reviewed the proposed draft Agreement. The items in the Agreement are addresses topically as follows:
 - a. WORKERS' COMPENSATION LIABILITY
 - b. MUNICIPAL AGENCY IMMUNITIES
 - c. INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY COVERAGE
 - d. INDEMNITY OBLIGATIONS

Financial Impact

The fiscal impact to the City of Gridley is a decrease in General Fund revenue in the first year of the Agreement in the amount of \$2,949 for the eight (8) remaining months in FY 2018/2019.

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

Gridley-Biggs Animal Control Services Agreement

**AGREEMENT FOR ANIMAL CONTROL SERVICES
CITY OF GRIDLEY & CITY OF BIGGS**

This Agreement for Animal Control Services (“Agreement”) is entered into by and between the City of Gridley (“Gridley” hereinafter) and the City of Biggs (“Biggs” hereinafter), both municipal corporations and general law cities located in the County of Butte, State of California.

RECITALS

- A. Gridley has its own police department and Animal control department while Biggs does not.
- B. Biggs has contracted with Gridley since 2001 for police services and animal control services and desires to continue services through a contract and provide for animal control services within its boundaries pursuant to this Agreement.
- C. This independent contractor Agreement is entered into pursuant to provisions of Government Code Sections 55631, 55632 and 55634, and any and all other applicable authority. (Attachments A - C)
- D. The City of Gridley and the City of Biggs desire to enter into an agreement effective November 1, 2018 and ending on June 30, 2020.
- E. This Agreement is an independent contractor agreement and is not a joint employer arrangement between Gridley and Biggs.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants contained herein, and for good and valuable consideration, Gridley and Biggs agree as follows:

AGREEMENT

1. GENERAL PROVISIONS

- a) This Agreement for Animal Control Services is effective November 1, 2018 and thereafter the provisions herein supersede and replace any previous Agreement or Amendments executed by the parties.
- b) In this Agreement, the word “Chief” means Chief of Police of the City of Gridley.
- c) The Chief of Police of Gridley shall have authority over the manner and means of the overall operations and the procedural manner in which the animal control functions are performed under this Agreement. On or before the 1st day of April of each year of this Agreement, the Chief of Police of Gridley shall consult with the Biggs’ City Administrator and Mayor, or the Mayor’s Designee on service levels and the parties may modify the Agreement as necessary to meet the needs of Biggs subject to approval by the City Councils of each entity.
- d) The Chief or a member of the Chief’s staff will attend Biggs City Council meetings on a monthly basis and provide performance measures to the City of Biggs City Council. These performance measures shall include animal control related statistics, response times, and animal control trends and/or significant animal control report summaries. In addition, the Chief of Police shall meet monthly with the Biggs City Administrator, and Mayor or the Mayor’s Designee to discuss Biggs animal control and related public safety concerns.
- e) Gridley and Biggs shall cooperate in the preparation and submission of applications for government law enforcement grants for animal control services in and for the City of Biggs. Gridley and Biggs agree that there is a mutual benefit to such efforts. Gridley and Biggs also agree that either may independently pursue grants and shall be individually responsible therefore.

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- f) Responsibility for the selection, assignment and discipline of the Animal Control Officer and Police personnel and other matters incident to the performance of services and the control of personnel shall remain exclusively with Gridley. Formal complaints regarding the conduct of the Gridley Animal Control Officer and Police personnel may be submitted by the Biggs City Administrator to the Chief of Police. Such complaints shall be promptly investigated and the outcome communicated to the complainant as per the Gridley-Biggs Police Department's Compliments and Complaints Resource and Information Guide (Attachment D) and the current Gridley-Biggs Police Department Policy Manual (Attachment E).
- g) Employee relations and related issues, including but not limited to Gridley employee salaries and benefits shall be the sole and exclusive responsibility of Gridley.

2. SERVICE PROVISIONS

- a) General Animal Control Services. Gridley shall provide animal control services to Biggs for and during the term of this Agreement and any extension or extensions thereof. Services shall be the same as those provided to the City of Gridley and include the following:
 - i. The enforcement of State Statutes and Municipal Ordinances of Biggs, except such Municipal Ordinances of the type which would require special training of the animal control officer or police officers or of a type of enforcement that is contracted by Gridley to a third party or other public agency. Nothing herein contained shall preclude enforcement by Gridley personnel of the above-excepted ordinances;
 - ii. Animal Control Officer services, these duties include, but are not limited to;
 - 1. General Patrol
 - 2. Investigation of animal abuse, care and ownership crimes
 - 3. Completion of reports
 - 4. Animal transportation
 - 5. Responding to calls for service
 - 6. Court appearances and testimony
 - 7. Processing of evidence and found property
 - 8. Healthy and humane treatment of animals
 - iii. Care of Animal Shelter;
 - 1. Maintenance of the Animal Shelter building
 - iv. Adoption of Animals
 - v. Euthanasia Services
 - vi. Investigations by Animal Control Officer and/or Department Detective;
 - 1. Investigations of animal related crimes
 - 2. Court appearances and testimony
 - 3. Processing of evidence
 - vii. 24-hour per day communications services to include:
 - 1. 9-1-1 service
 - 2. Police and animal control dispatching

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- 3. After-hours dispatching of non-police services
 - viii. Animal Control Service Normal Hours
 - 1. The regular business hours of the Animal Control Officer and public access to the animal shelter is Monday – Friday from 7:00am to 3:00pm.
 - ix. Police Records service;
 - x. Coordination of animal control and police resources in the event of a major disaster or emergency that necessitates the activation of the Emergency Operations Center (“EOC”) in the City of Gridley as more specifically detailed in Section 2. b) below.
- b) Emergency Preparedness. This section, 2.b, shall remain applicable for so long as the City of Gridley and the City of Biggs have a Police Services Agreement in effect. If not, the EOC procedures will follow the lead law enforcement agency’s standard protocols and procedures for a major disaster or emergency in Biggs. In the event of a major disaster or emergency in Biggs that necessitates the activation of the EOC and report to the Biggs Director of Emergency Services (City Administrator). The Chief of Police or a Command Officer will respond as soon as possible and will assume responsibility of working with Biggs City officials as needed. The City of Gridley shall maintain the EOC and the EOC infrastructure.

For the purpose of performing all of the services provided for in this Agreement, Gridley shall provide personnel, supervision, communications, equipment and supplies necessary to maintain the services to be rendered; provided, however, if in the sole judgment of the Chief or his/her designee, an emergency arises in Gridley which requires temporary diversion of officers and vehicles from Biggs, the same may be diverted to Gridley on an emergency basis, and to the extent emergencies in Biggs require additional police support, the Chief or the Chief’s staff may divert personnel and vehicles from Gridley to Biggs for any emergencies.

- c) Excluded Services. The excluded services for this Agreement are code enforcement or nuisance abatement activities, civil matters excluding those civil court matters related to “Potentially Dangerous Dogs” and “Vicious Dogs” as those terms are defined in the California Food and Agriculture Code, the payment of booking and cite and release fees, and Law Enforcement services. Law Enforcement services are a separate and distinct agreement not included in this Animal Control Services Agreement.

3. AUTHORITY

- a) The authority for assignment, control and discipline of the Gridley animal control officer, police officers and non-sworn employees and other matters incident to the performance of services by Gridley under this Agreement, and the control of Gridley personnel shall remain with Gridley.
- b) Biggs shall designate the Gridley Chief of Police as its Chief of Police in order to satisfy the provisions of Part 1, Division 3, Title 4 of the California Government Code (sections 36501, et seq.), said Chief to function and operate in conformity with the terms of this Agreement. (Attachment F).

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4. WORKERS' COMPENSATION LIABILITY

Biggs shall not be liable for payment of salaries, wages or other forms of compensation to any Gridley personnel performing services hereunder, including personnel performing indirect services hereunder, such as animal control/police management personnel, patrol supervisors, background investigators, police communications personnel and police clerical personnel. It is understood and agreed that for such purposes all such Gridley personnel performing either direct or indirect services to Biggs hereunder shall be deemed employees of Gridley while acting in or for Biggs pursuant to this Agreement. Gridley shall maintain Workers' Compensation Insurance covering all Gridley personnel performing services under this Agreement.

5. MUNICIPAL AGENCY IMMUNITIES

For the sole purpose of giving official status to their actions while performing municipal functions within the scope of this Agreement, every Gridley animal control officer or police officer, employee or agent engaged in performing General Animal Control Services to Biggs shall be considered an employee of the City of Biggs. This provision shall be implemented by Biggs Ordinance. In this regard, Gridley, its animal control officer, police officers, employees and agents engaged in performing any services or functions as described in this Agreement shall have the immunities that they would enjoy were they actual animal control officers, police officers, employees and agents of Biggs provided the services are within the scope of this Agreement.

This Agreement shall not be construed as, or deemed to be an agreement for, the benefit of any third party or parties, nor shall any third party have any right or action hereunder for any cause whatsoever.

6. INDEMNIFICATION FOR WORKERS' COMPENSATION CLAIMS; PROOF OF LIABILITY INSURANCE COVERAGE

Gridley will provide Biggs with verification of Gridley's Worker's Compensation Coverage and Liability Insurance Coverage with regard to activities undertaken pursuant to this Agreement. In addition, Gridley will indemnify Biggs for any claim made upon it by a Gridley Police Department animal control officer, police officer, agent or employee for injury or sickness.

7. INDEMNITY OBLIGATIONS

Gridley shall indemnify and hold harmless Biggs, its animal control officer, police officers, agents, employees and independent contractors from any claim or liability whatsoever, based or asserted upon any act or omission of Gridley, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death, or any other element of damage or any kind or nature occurring in the performance of this Agreement. Gridley shall defend at its own expense and costs, including attorneys' fees, Biggs, its officers, agents, employees, subcontractors and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Gridley to indemnify and save harmless as set forth in this paragraph shall include the duty to defend. All persons

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employed by Gridley in providing general animal control services to Biggs shall be Gridley employees. The indemnity hereunder extends to all costs, attorneys' fees and expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Biggs shall indemnify and hold harmless Gridley, its animal control officer, police officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based upon or asserted upon any act or omission of Biggs, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death or any other element of damage of any kind or nature occurring in the performance of this Agreement, including claims arising from enforcement of Biggs' Ordinances. Biggs shall indemnify and hold harmless Gridley, its animal control officer, police officers, agents, employees, subcontractors and independent contractors from any claim or liability whatsoever based or asserted upon any act or omission of Biggs, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature occurring beyond the performance of the Agreement where such claim or liability bears a reasonable nexus to Gridley's performance of its obligations under this Agreement. By way of example, and not limiting the indemnity obligations of Biggs, if a dangerous condition of public property (such as an open excavation pit) caused a claim (for example if a at large dog was running from a Gridley animal control officer or a police officer fell in the pit), Biggs would owe indemnity and a duty of defense to Gridley in such case. By way of further example, if a Biggs public works employee drove a vehicle so as to collide with a person who was at the side of the road because such person was engaged in a roadside contact by the Gridley animal control officer, Biggs would owe indemnity and a duty of defense to Gridley on account of such claim. The above examples are intended to make clear that the dangerous condition, act or omission of Biggs may have nothing to do with Gridley's performance or providing of animal control services under this Agreement yet such dangerous conditions still fall within the scope of Biggs' indemnity and defense obligations to Gridley because such dangerous condition, act or omission bears a nexus to the performance of policing services under this agreement. Biggs shall defend at its own expense, including attorneys' fees and costs, Gridley, its officers, agents, employees, subcontractors and independent contractors in any legal and/or administrative action of any kind based upon such alleged acts or omissions. The duty of Biggs to indemnify and save harmless as set forth in this Paragraph shall include the duty to defend. The indemnification hereunder extends to all costs, attorneys' fees and expenses incurred in obtaining expert testimony and in the retention, transportation and attendance of such expert witnesses as well as expenses related to lay or percipient witnesses, as well as any liability incurred or arising out of any such claim, the investigation thereof, as well as the defense of any action or proceeding brought thereupon as well as from any order, judgments, verdicts, decrees or settlements which may be reached or entered thereon.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether any insurance coverage or the insurance policy is available for

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the acts and/or condition for which the indemnity has provided pursuant to this paragraph. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement and shall continue after such termination for any liability arising out of or as a consequence of this Agreement or the performance of any services under this Agreement. Gridley shall provide evidence of liability coverage to Biggs and Biggs shall provide evidence of liability coverage to Gridley related to this Agreement.

8. ANNUAL BASE RATE PAYMENT & METHODOLOGY FOR BASE RATE CALCULATION

a) Definition of Terms:

- i. A "Fiscal Year", for the purposes of this Agreement, is the period beginning on July 1st and ending on June 30th.
- ii. A "Calendar Year", for the purposes of this Agreement, is the period beginning on January 1st and ending on December 31st.
- iii. An "Incident", for the purposes of this Agreement are animal control responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Animal Control Officer, Police Officer self-initiated activity and email or social media communications requiring a police response.
- iv. The "Annual Base Rate", for the purposes of this Agreement, is the monetary compensation the City of Biggs agrees to pay the City of Gridley annually for animal control services per this Agreement.
- v. The "Animal Control Services Costs" for the purposes of this Agreement are all of the necessary and reasonable costs for the City of Gridley's police department and personnel to deliver animal control services to the City of Biggs as agreed upon in Section 2 – Service Provisions of this Agreement. The fiscal components of the Animal Control Services Costs are provided in Section 8. c) - Base Rate Methodology and Calculation of this Agreement.

b) Annual Base Rate Annual Payment Amount. For the services outlined in Section 2 - Service Provisions above, beginning November 1, 2018, and as adjusted annually pursuant to the provisions of Section 8 j) & k), below, Biggs agrees to pay Gridley the annual base rate of TWENTY-ONE THOUSAND SIX HUNDRED DOLLARS (\$21,600.00) ("Base Rate").

c) Base Rate Methodology and Calculation.

- i. Biggs shall pay a proportionate share of the anticipated (budgeted) Animal Control Service Costs appropriation of Gridley based on the ratio of Biggs Incidents (Calls for Service) to the total Incidents (Calls for Service) of Biggs and Gridley. Incidents (Calls for Service) statistics shall be determined from the Gridley-Biggs Police Department RIMS CAD database. The statistical data for Incidents (Calls for Service) shall be provided to the Biggs City Administrator in advance of this Agreement. (Attachment G) – Calendar Year 2017 Animal Control Statistics).

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**Animal Control Service
Incidents / Calls for Service**

City	2017 Incidents	% of Total
Biggs	161*	19%
Gridley	<u>705*</u>	<u>81%</u>
Total	<u>866</u>	<u>100%</u>

* Mutually reviewed and verified by the management of each contracting city.

- ii. For the purposes of the initial year of this Agreement for the Fiscal Year 2018/2019, the methodology for the calculation of the base rate shall use the full Calendar Year 2017 Incidents. Illustratively for the fiscal year ending June 30, 2018, the January 1 - December 31, 2017 calendar year or the “Calendar Year 2017”.
- iii. The Total Incidents for Biggs for the Calendar Year 2017 will be used as the numerator in the calculation of the “Base Rate”. The combined Total Incidents from Gridley and Biggs for the Calendar Year 2017 will be used as the denominator in the calculation of the “Base Rate”.
- iv. The aforementioned ratio will be multiplied by the total “Animal Control Service Costs”. “Animal Control Services Costs” are the Gridley Adopted Budget for the Fiscal Year 2018/2019. (Attachment H).

Attachment H	
	Budgeted
ANIMAL CONTROL - Fund #4230	FY 18-19
Personnel Costs	85,724
Services & Supplies	21,435
Capital	-
Reserves	-
Indirect Costs	6,527
TOTAL BUDGET	113,686

- v. Illustratively:

$$\frac{\text{Biggs Incidents}}{\text{Total Combined Incidents}} \times \text{Animal Control Services Cost} = \text{Base Rate}$$

- vi. The components of the Animal Control Services Cost include #4230 – Animal Control fund from the City of Gridley adopted 2018/2019 budget.

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d) As of December 31, 2017, the Gridley-Biggs Animal Control Statistics for Service data for the 2017 Calendar Year is as follows:

e) Attachment I

Category	Jan. 1 to Dec. 31, 2017 Gridley	Jan. 1 to Dec. 31, 2017 Biggs	Jan. 1 to Dec. 31, 2017 Totals	2017 Check (Memo)	Gridley % Totals (Rounded)	Biggs % Totals (Rounded)	Combined % Totals	Total Adopted Budget for 2017/2018	Calculated Gridley Share	Calculated Biggs Share	Category
Total Incidents	705	161	866	866	81.0%	19.00%	100.00%	\$ 113,686.00	\$92,086	\$21,600	Total Incidents
<i>"Animal Control Incidents" are those Animal Control and Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Officer self-initiated activity and email or social media communications.</i>											

f)

g) The Base Rate includes an overhead rate built into the annual base amount and includes, but is not limited to: supplies, materials, facilities, as well as administrative time for the City Attorney, City Administrator's Office, and Finance Department as incorporated in the City of Gridley Adopted Budget of each fiscal year. The vehicle expenses for fuel and repair and maintenance is included in separate Law Enforcement Public Safety Agreement and reconciled there in the Agreement. Any additional City services furnished to Biggs in the event of an EOC activation disaster or emergency are not covered under this Agreement.

h) Significant Crimes. In the event of a significant animal control related crime or crimes in Biggs which includes, but is not limited to, animal fighting and/or other high-level animal related critical incident, Gridley will track the incident time for these events. When it appears to the Chief of Police, in his/her sole discretion, that a significant crime or crimes will involve 320 hours or more of investigative hours in a year, the Chief of Police will so inform the Biggs City Administrator and discuss the necessary staffing levels. If the investigative hours required for a significant crime or crimes result in Gridley performing more than 640 hours of investigative work in a Year, Gridley shall provide Biggs with an accounting of the total investigative hours broken down between the significant crime or crimes and general investigations and Biggs agrees to pay for any additional investigative services over 320 hours for the significant crime or crimes in a year at the actual cost to Gridley to provide services.

i) Gridley shall provide the Biggs City Administrator with a monthly statement for 1/12th of the Base Rate in the monthly amount of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00) and the same shall be due and payable on or before the fifteenth (15th) day of the month next succeeding the month during which any such statement is mailed or delivered. All such statements shall be delivered to Biggs as is specified in Section 10. b) - Miscellaneous of this Agreement.

j) The Base Rate set forth in Section 8. b) - Base Rate of this Agreement shall increase yearly on July 1st of each fiscal year three-point two percent (3.20%). This cost index calculation is for anticipated retirement and health benefit costs for each of the subsequent years after 2019/2020. See Annual Index Summary below for the annual fiscal cost as calculated with the cost indexing. The newly calculated Base Rate will become the rate for the following fiscal year as adopted by the individual City Councils. A one-page Base Rate memorandum shall be adopted by each Council and added to this Agreement on an annual basis.

k) Annual Index Summary

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Animal Control Services Cost (ACSC)		Annual Cost	Annual Cost
Fund Name	Fund #	2018/2019	2019/2020
ACSA Annual Gross Payment	Per Agreement	\$ 21,600.00	\$ 22,291.00
Annual Index Percentage		N/A	3.20%

- l) In the event of a substantial change in personnel costs to the City of Gridley, including the reduction in animal control workforce, such that the services provided to Biggs are affected, the parties may negotiate for amended terms to this Agreement.
- m) Crime laboratory fees, booking fees, and fees associated with the Butte County Automated Fingerprint System (Cal ID), charged by the County of Butte, or any other city, county or state agency, for incidents originally occurring in Biggs and are directly related to the animal control services function shall be paid by the City of Biggs, directly to the County of Butte or the applicable public agency and are not included in this Agreement.
- n) No other costs of any kind, including but not limited to capital projects, construction, equipment, or unforeseen personnel actions, will be added to the costs of the services unless specifically addressed by this Agreement.
- o) Any and all property acquired by Gridley under and pursuant to this Agreement shall be and at all times remain the property and responsibility of Gridley without any division or distribution thereof upon termination of this Agreement, except as otherwise agreed upon in writing. Property acquired by Biggs shall remain the property and responsibility of Biggs, except as Biggs cedes such property to Gridley for the performance of services under this Agreement.
- p) The consideration provided to be paid to Gridley will not result in any surplus money and no monies shall be subject to refund to Biggs at any time during or after termination of this Agreement, unless there is an overpayment.

9. TERM

This Agreement shall be effective November 1, 2018 through June 30, 2020, subject to the following cancellation provision:

- a) The City of Gridley commits to providing animal control services pursuant to this Agreement for at least the two-year period November 1, 2018 to June 30, 2020. Thereafter, from July 1, 2020 either party to this agreement may elect to terminate this Agreement without cause and thereby cancel all further obligations under this Agreement provided however that the canceling party shall provide to the other party

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at least six (6) months prior written notice in advance of the effective date of cancellation.

- b) This Agreement may also be canceled or amended as of any date by written mutual agreement of both parties.

10. MISCELLANEOUS

- a) No person is intended to or shall be a third-party beneficiary to this Agreement.
- b) Any Notices required by this Agreement shall be mailed or delivered to the City of Gridley at 685 Kentucky Street, Gridley, California 95948, Attention: City Administrator with copy to the Gridley City Attorney and to the City of Biggs 465 C Street, Biggs, California, 95917, Attention: City Administrator with copy to the Biggs City Attorney. Either party's address may be modified by such party by giving written notice of such modification to the other party calling specific attention to this Agreement.
- c) If any provision of this Agreement shall be held by a Court of the State of California or of the United States of America to be invalid or not in conformity with applicable law, such provision shall be severable and such invalidity shall not impair the validity or enforceability of any other provision of this Agreement.
- d) The waiver of either party of any breach of this Agreement by the other party or of any term, covenant or conditions, whether precedent or subsequent, contained within this Agreement shall not constitute a waiver of any such breach, term, covenant or condition nor constitute a waiver of any legal right or legal defense resulting therefrom. No waiver by either party of any singular or specific right, privilege, condition, covenant, expectation of performance or legal defense under this Agreement or existing as a matter of law shall be construed as a continuing or permanent waiver.
- e) In the event of any dispute or legal proceeding or legal action arising out of or related to the enforcement of this Agreement, the prevailing party in such legal action or proceeding shall be entitled to an award of reasonable attorney's fees and other costs incurred in such action or proceeding, including, but not limited to, expert witness and consultant's fees, in addition to any other relief awarded by the Court, tribunal, arbitrator or trier of fact to whom the matter is submitted as the case may.

IN WITNESS, WHEREOF, THE CITY OF GRIDLEY and THE CITY OF BIGGS by separate resolutions, duly adopted by their respective City Council, have caused this Agreement to be signed by the Mayors and attested by their City Clerks on the day, month and year set forth below.

CITY OF BIGGS

By:

Angela Thompson, Mayor

Date

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Attest:

Roben Dewsnup, City Clerk

Date

Approved as to form:

Greg Einhorn, Attorney

Date

CITY OF GRIDLEY

By:

Frank Hall, Mayor

Date

Attest:

Paul Eckert, City Clerk

Date

Approved as to form:

Anthony Galyean, Attorney

Date