

# **Gridley City Council – Regular City Council Meeting Agenda**

Monday, November 2, 2020; 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.”*

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## **Notice of Temporary City Council Meeting Procedures**

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued March 17, 2020 that allows attendance by City Council, City staff and the public to participate and conduct the meeting by teleconference and to participate in the meeting to the same extent as if they were present. Comments from the public on agenda items will be accepted until 2 pm on November 2, 2020, via email to [jmolinari@gridley.ca.us](mailto:jmolinari@gridley.ca.us) or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration. The Mayor and Council appreciate the public’s adaptation and patience during this crisis.

You may attend via teleconference:

- Dial 1-888-204-5987
  - Enter the Access Code 5767603#
- 

**CALL TO ORDER** - Mayor Johnson

**ROLL CALL** - Recording Secretary

**PLEDGE OF ALLEGIANCE** – Council member Borges

**INVOCATION** - None

**PROCLAMATIONS**

- Chamber of Commerce Appreciation Week
- Homeless and Runaway Youth Month

**INTRODUCTION OF NEW OR PROMOTED EMPLOYEES** - 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

1. City Council Minutes dated September 21 and October 5, 2020
2. Review and Approval of Resolution No. 2020-R-021: A Resolution of The City Council of The City of Gridley Approving the Attestation of Veracity for the 2019 Power Source Disclosure Report and Submission of The Report to The California Energy Commission
3. Approval of Resolution No. 2020-R-022: A Resolution of the City Council of the City of Gridley Authorizing and Designating City Representatives to Vote the City's Interests in Governance Agreements Associated with City's Participation in Programs, Projects and Services as a Member of The Northern California Power Agency
4. Approval of Resolution No. 2020-R-023: A Resolution of The City Council of The City of Gridley Approving Application(S) for Per Capita Grant Funds
5. Surveying Services Contract for Manual Vierra Park Boundary Survey

## ITEMS FOR COUNCIL CONSIDERATION

6. Approval of Resolution No 2020-R-024: A Resolution of The City Council of The City of Gridley Authorizing the Gridley Fire Department to Receive A Volunteer Fire Assistance Grant
7. Police Vehicle Surplus
8. Authorization to Purchase 2021 Ford Police Interceptor and Upfitting

**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):

Certification of Election Results	12/7/2020
Seating of New City Council	12/7/2020
Council Selection of Mayor and Vice Mayor	12/7/2020
Prop 68 Parks Grant Application	12/7/2020
Edler Estates Pre-Application	1/18/2021
Bernard Rezone	1/18/2021
Sphere of Influence Update	2/15/2021
Introduction General Plan/Prezone/Annexation for north 400 ac.	3/1/2021
Approval of Mid-Year Budget Adjustments	3/1/2021

**CLOSED SESSION – None**

**ADJOURNMENT** – adjourning to a Regular City Council meeting on December 7, 2020

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., October 30, 2020. 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.

## **Chamber of Commerce Appreciation Week Proclamation**

**WHEREAS**, the Gridley Area Chamber of Commerce has been serving the Gridley region for many decades with a focus on developing a progressive business community while providing and promoting strong leadership and effectively advocating for its members; and

**WHEREAS**, the Gridley Area Chamber of Commerce embraces diversity, demonstrates transparency through open and effective communication, operates with ethics and integrity in all actions, and fosters opportunities for collaboration, partnerships, networking, professional growth, and education; and

**WHEREAS**, the Gridley Area Chamber of Commerce unceasingly promotes our Gridley region for quality growth and development and positively markets our region; and

**WHEREAS**, the Gridley Area Chamber of Commerce demonstrates a tremendous drive while successfully promoting Gridley's Historic Downtown; and

**WHEREAS**, the Gridley Area Chamber is the driving force behind high quality Special Events including the historic Annual Red Suspenders Days, the Annual Christmas Holiday Events, and the very appealing Farmers Markets; and

**WHEREAS**, the Gridley Chamber of Commerce has demonstrated tireless leadership and generosity while leading the Camp Fire Distribution Center;

**NOW THEREFORE**, be it proclaimed that the Gridley City Council proclaims the week of November 2<sup>nd</sup> through November 9<sup>th</sup> as ***Gridley Area Chamber of Commerce Appreciation Week*** in Gridley, California.

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**Bruce Johnson, Mayor**

## **Homeless and Runaway Youth Month November 2020**

**WHEREAS**, California has an estimated 200,000 homeless youth, including almost 6,000 K-12 students in Butte County; and,

**WHEREAS**, approximately 25% of youth exiting foster care will experience homelessness; and,

**WHEREAS**, Natural Disaster and lack of affordable housing have exacerbated youth homelessness across rural California; and,

**WHEREAS**, a high percentage of homeless youth have been physically, sexually and/or emotionally abused by their guardians and are frequently re-victimized and exploited while living on the streets and in shelters; and,

**WHEREAS**, LGBTQ+ young adults are at a 120% higher risk of homelessness when compared to their peers, and comprise about 40% of the unaccompanied homeless youth population; and,

**WHEREAS**, due to the lack of stable housing, homeless youth face great difficulty in accessing stabilizing, and succeeding in school, reducing the likely hood of successful graduation; and,

**WHEREAS**, the citizens of Gridley are the key to preventing youth homelessness by acting as mentors and role models for youth, guiding them towards available resources, productive choices and creating opportunities for youth to successfully transition to adulthood.

**NOW, THEREFORE**, on behalf of the Gridley City Council and the citizens of Gridley, California, by virtue of the authority vested in me, I hereby proclaim November 2020 as **Runaway and Homeless Youth Awareness Month in the City of Gridley**.

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Bruce Johnson, Mayor



# Gridley City Council – DRAFT Council Meeting Minutes

Monday, September 21, 2020; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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## CALL TO ORDER

**Mayor Johnson called the meeting to order at 6pm.**

## ROLL CALL

### Council Members

Present:

Borges, Johnson, Williams, Crye, Torres

Absent:

None

Arriving after roll call:

None

### Staff present:

Paul Eckert, City Administrator, Finance Director  
Tony Galyean, City Attorney  
Ross Pippitt, Public Works Director  
Ruben Quihuiz, Lieutenant  
Rodney Harr, Police Chief

## PLEDGE OF ALLEGIANCE

**The Pledge was led by Council member Crye**

**INVOCATION - None**

**PROCLAMATIONS – None**

**INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None**

### **COMMUNITY PARTICIPATION FORUM**

**The Mayor opened the forum and seeing no one present wishing to speak, the forum was closed.**

### **CONSENT AGENDA**

1. City Council Special Meeting Minutes dated August 14, 2020
2. Adopt Resolution Number 2020-R-019: A resolution authorizing the City Administrator to execute a Deferred Improvement Agreement to defer the construction of curb, gutter, and sidewalk and other improvements located at 1201 Independence Place
3. Consultant Contract Award for Central Gridley Pedestrian Connectivity and Equal Access Project

**With item #2 pulled for discussion, motion to approve consent agenda by Vice Mayor Williams, seconded by Council member Borges.**

### **ROLL CALL VOTE**

**Ayes: Crye, Johnson, Borges, Torres, Williams**

**Motion passed, 5-0**

**Regarding item #2, Council member Borges expressed his desire to see the improvements done. This seemed to be the general consensus of Council.**

**Motion to table item #2 until the next regular meeting on October 5 by Council member Borges, seconded by Vice Mayor Williams.**

### **ROLL CALL VOTE**

**Ayes: Borges, Williams, Johnson, Torres,**

**Noes: Crye**

**Motion passed, 4-1**

### **ITEMS FOR COUNCIL CONSIDERATION**

4. Resolution No. 2020-R-020: A Resolution of The City Council of The City of Gridley Granting Consent to The County of Butte to Renew the Butte County Tourism Business Improvement District (BCTBID)

**Carolyn Denero, Executive Director of Explore Butte County, presented to Council, sharing the purpose of TBID, what the TBID has accomplished, and why they'd like Gridley to join.**



Alex Camacho, Cathy Mills and Lynne Spencer of the Gridley Chamber spoke in support of joining the TBID. Bruce Spangler, President of Explore Butte County and Operator of Holiday Inn Express in Oroville also spoke in favor.

Motion to approve Resolution 2020-R-020 by Council member Torres, seconded by Vice Mayor Williams.

**ROLL CALL VOTE**

Ayes: Johnson, Torres, Crye, Borges, Williams

Motion passed, 5-0

5. Electric Utility Rate Reduction of 3% and Elimination of Residential Tiers 4 and 5

Administrator Eckert addressed Council reviewing the staff report and the background of the item. Council has been clear in their direction to staff to find ways to reduce rates. Eckert outlined the steps taken by staff to comply with direction received and presented suggestions for Council to consider in order to accommodate a rate decrease.

Mr. Patrick Coghlan, Catalina Sanchez and Jessica Ramos-McElroy spoke in favor of the 3% reduction, but did not favor the elimination of the utility billing position or the 4<sup>th</sup> and 5<sup>th</sup> tier.

Motion to approve item #5 by Council member Borges, seconded by Council member Crye.

**ROLL CALL VOTE**

Ayes: Johnson, Williams, Torres, Borges, Crye

Motion passed, 5-0

**CITY STAFF AND COUNCIL COMMITTEE REPORTS -None**

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

Police Department Digital Radio System Budget Review	10/5/2020
Garbage Services RFP Approval	10/5/2020
Introduction General Plan/Prezone/Annexation for north 400 ac.	10/5/2020
Stenzel General Plan/Prezone/Annexation	11/2/2020

**CLOSED SESSION – None**

**ADJOURNMENT** – adjourning to a Regular City Council meeting on October 5, 2020

With no items for further discussion, Council adjourned at 6:50pm to the next Regular Meeting on October 5, 2020.

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Rodney Harr, Interim City Clerk

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

Monday, October 5, 2020; 6:00 pm  
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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- 

## **CALL TO ORDER**

**Mayor Johnson called the meeting to order at 6pm**

## **ROLL CALL**

### **Council Members**

Present: Johnson, Borges, Williams, Crye, Torres  
Absent: None  
Arriving after roll call: None

## **PLEDGE OF ALLEGIANCE**

**Council member Torres led the Pledge of Allegiance**

**INVOCATION - None**

## **PROCLAMATIONS**

Domestic Violence Awareness Month 2020 Proclamation

**Mayor Johnson read the proclamation and Alyssa Cozine attended via telephone to accept and spoke briefly regarding the activities of Catalyst.**

## **INTRODUCTION OF NEW OR PROMOTED EMPLOYEES - None**

## **COMMUNITY PARTICIPATION FORUM**

The Mayor opened the forum and seeing no one present wishing to speak, the forum was closed.

## **CONSENT AGENDA**

1. City Council Minutes dated August 17 and September 8, 2020
2. Withdrawal of Request to Defer Improvements at 1201 Independence Place

**Motion to approve the consent agenda by Council member Torres, seconded by Council member Borges.**

## **ROLL CALL VOTE**

**Ayes: Crye, Johnson, Torres, Williams, Borges**

**Motion passed, 5-0**

## **ITEMS FOR COUNCIL CONSIDERATION**

3. Police Department Update

**Chief Harr presented a power point to Council that reviewed the activities and goals of the Gridley Police Department. This is an informational item; no action was taken.**

## **CITY STAFF AND COUNCIL COMMITTEE REPORTS**

**Mayor Johnson reported on the meetings he attended at Butte County Mosquito and Vector Control District, Butte County Association of Governments and Butte County Air Quality Management District.**

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

Introduction General Plan/Prezone/Annexation for north 400 ac.	11/2/2020
Garbage Services RFP Approval	11/2/2020
Stenzel General Plan/Prezone/Annexation	11/2/2020

## **CLOSED SESSION – None**

## **ADJOURNMENT**

**With no items for further discussion, Council adjourned at 7:10pm to the November 2, 2020 meeting.**

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**Rodney Harr, Interim City Clerk**



**City Council Agenda Item #2**  
Staff Report

**Date:** November 2, 2020

**To:** Mayor and City Council

**From:** Acting City Administrator Rodney Harr

**Subject:** Review and Approval of Resolution No. 2020-R-021: A Resolution of The City Council of The City of Gridley Approving the Attestation of Veracity for the 2019 Power Source Disclosure Report and Submission of The Report to The California Energy Commission

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

**Recommendation**

City staff respectfully recommends that the City Council adopt a Resolution approving the attestation of veracity for the 2019 Power Source Disclosure Report and submission of the report to the California Energy Commission.

**Background**

Under State law (Public Utilities Code Sections 398.4 and 398.5), retail suppliers of electricity must annually (1) disclose the type of generation resources (e.g., hydroelectric, solar, natural gas etc.) provided to their customers in the form of a Power Content Label (“PCL”), and (2) report this same information, together with supporting documentation in verified form, to the California Energy Commission (“CEC”), in the form of a Power Source Disclosure Report (“PSD”). The intent of the report is to educate customers through the disclosure of accurate, reliable, and simple to understand information regarding the generation attributes of the energy being provided by their service provider. Gridley City staff annually collects generation and energy procurement data necessary to prepare the annual PSD Report. This report is filed with the CEC each year.

The CEC recently updated regulations for the power source disclosure report and changed the prior procedures. Primarily, the changes added a provision that the governing board of publicly owned utilities approve, at a public meeting, the attestation of the veracity of the annual power disclosure report.

The City’s Power Content Label is attached. The Label lists the percentages for the City’s energy mix. The energy mix includes both renewable, carbon free, and some carbon-based energy. The City’s renewable and carbon free generation is better than the State average.

The City and Northern California Power Agency (“NCPA”) staff worked collaboratively to compile and present the numbers shown in the PSD and to confirm the accuracy and consistency of the data. This effort included cross checking numbers from the California Independent System Operator, NCPA generation metering, validations of market purchases from unspecified sources, and customer sales records. Through the process of cross checking by City staff, the City is assured that the PSD and PCL contain the most accurate information for the public.

Attached to this report is a resolution that, if adopted by Council, approves the 2019 PSD report submission and attestation of the veracity as required by the new CEC regulatory procedures.

**Fiscal Impact**

There is no fiscal impact related to the recommended action.

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

This report is consistent with our efforts to comply with State requirements and to ensure that our community members are fully informed of all City activities and all budgetary and financial efforts.

**Attachment**

1. Resolution No. 2020-R-021
2. City of Gridley 2019 PSD Attestation and Power Content Label
3. General Description of the State Requirements

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE ATTESTATION OF VERACITY FOR THE 2019 POWER SOURCE DISCLOSURE REPORT AND SUBMISSION OF THE REPORT TO THE CALIFORNIA ENERGY COMMISSION**

**WHEREAS**, the City of Gridley owns and operates a publicly owned utility subject to certain laws and requirements of the State Legislature; and

**WHEREAS**, Public Utility Code 398.4 and 398.5 establish a Power Source Disclosure (“PSD”) program that requires retail sellers of electricity to annually submit a power source disclosure report to the California Energy Commission; and

**WHEREAS**, the Gridley Electric Utility is a retail seller of electricity as defined by the PSD Program and is therefore required to file a PSD report; and

**WHEREAS**, the governing body of a publicly owned utility must review and approve the PSD and veracity of an associated attestation submitted to the California Energy Commission; and

**WHEREAS**, Gridley staff prepared and submitted the 2019 Annual Power Source Disclosure Report to the Energy Commission in accordance with the timelines of the regulation; and

**WHEREAS**, the continued administrative action to review and submit the power source disclosure and related reports does not constitute a project under California Environmental Quality Act (“CEQA”) guidelines and is therefore exempt from further environmental review.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Gridley does hereby;

1. Find that continue administrative actions are exempt from CEQA and no further environmental review is needed.
2. Approve the attestation of veracity for the 2019 Power Source Disclosure Report and submission of the report to the California Energy Commission.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a special meeting held on the 2<sup>nd</sup> day of November, 2020, by the following vote:

AYES:                      COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ATTEST

APPROVE

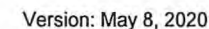
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Rodney Harr, Interim City Clerk

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Bruce Johnson, Mayor



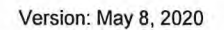


Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out. For firm-and-shaped imports, provide the EIA ID of the substitute power, not the generator ID of the RECs. For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "unspecified", "BPA", "Powerex", or "Tacoma" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell L9. Unbonded RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	30,195
Net Specified Procurement (MWh)	49,795
Unspecified Power (MWh)	-
Procurement to be adjusted	19,600
Net Natural Gas	23,389
Net Coal & Other Fossil Fuels	-
Net Nuclear, Large Hydro & Renewables	26,406

[illegible]



[illegible]



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END USES OTHER THAN RETAIL SALES	MWh





**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source**  
**SCHEDULE 3: ANNUAL POWER CONTENT LABEL DATA**  
**for the year ending December 31, 2019**  
**(RETAIL SUPPLIER NAME)**  
**(ELECTRICITY PORTFOLIO NAME)**

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
<b>Renewable Procurements</b>	7,498	24.8%
Biomass & Biowaste	-	0.0%
Geothermal	7,203	23.9%
Eligible Hydroelectric	245	0.8%
Solar	50	0.2%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	18,908	62.6%
Natural gas	3,789	12.5%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
<b>Total</b>	<b>30,195</b>	<b>100.0%</b>
<b>Total Retail Sales (MWh)</b>		<b>30,195</b>
<b>Percentage of Retail Sales Covered by Retired Unbundled RECs</b>		<b>0.0%</b>


**ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR**

Instructions: Enter total net specified procurement of ACS system resources into cell A8, A23, or A38. In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

<b>Powerex</b>				
Net MWH Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.915	-
		Natural gas	0.013	-
		Nuclear	0.006	-
		Other	0.032	-
		Unspecified Power	0.034	-

<b>Bonneville Power Administration</b>				
Net MWH Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.85	-
		Natural gas		-
		Nuclear	0.11	-
		Other		-
		Unspecified Power	0.04	-

<b>Tacoma Power</b>				
Net MWH Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.896	-
		Natural gas		-
		Nuclear	0.064	-
		Other		-
		Unspecified Power	0.04	-



**ANNUAL REPORT TO THE CALIFORNIA ENERGY COMMISSION: Power Source Disclosure  
ATTESTATION FORM  
for the year ending December 31, 2019  
City of Gridley  
Gridley Electric Utility**

I, Paul Eckert, City Administrator, declare under penalty of perjury, that the statements contained in this report including Schedules 1, 2, and 3 are true and correct and that I, as an authorized agent of the Gridley Electric Utility, have authority to submit this report on the company's behalf. I further declare that the megawatt-hours claimed as specified purchases as shown in these Schedules were, to the best of my knowledge, sold once and only once to retail customers.

Name: Paul Eckert

Representing: Gridley Electric Utility

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

Dated: October 28, 2020

Executed at: City of Gridley



# **Description of “Power Content Labels” from the California Energy Commission**

AB 162 (Statute of 2009) and Senate Bill 1305 (Statutes of 1997) require retail electricity suppliers to disclose information to California consumers about the energy resources used to generate the electricity they sell. As directed, the Energy Commission created a user-friendly way of displaying this information called the Power Content Label. This label provides you with reliable information about the energy resources used to generate electricity, enabling you to easily compare the power content of one electric service product with that of others.

You can think of the power content label as a "nutrition label" for electricity. The power content label provides information about the energy resources used to generate electricity that is put into the power grid. Just as a nutrition label provides information about the food you eat, the power content label provides information about your electricity sources.

## **What information does the power content label provide?**

Electricity can be generated in a number of ways. It can come from renewable resources such as biomass and waste, geothermal heat or steam, solar energy, rivers or small hydroelectric reservoirs, and wind energy; or, it can be produced from resources such as coal, large hydroelectric reservoirs, natural gas, or nuclear fuels. The Power Content Label describes the sources of electricity that are put into the power grid. Each electricity supplier must display information about the energy resources represented by their contracts with electricity generators.

The power content label cannot tell you about the electricity that you use in your home; instead, it tells you about the resources mix your energy dollars are being spent on. If you purchase electricity generated using natural gas, for example, you are paying a natural gas-fired plant to generate electricity and to feed it into the main power grid. Since it is impossible to track the flow of electricity on the grid, there is no way to identify the actual power plant that produced the electricity you consume in your home. But it is possible to track the dollars you pay for electricity. Your electricity dollars will support electricity generation from various energy resources in the proportions listed on the Power Content Label.

See below for a more detailed explanation of the information contained in the Power Content Label.

## **Where and when will I see the Power Content Label?**

Electricity suppliers are required to include the Power Content Label in all advertisements sent to you in the mail or over the Internet. Furthermore, your electricity supplier must send you annual updates for the electric service product you're purchasing by October 1st each year. If there have been any changes in what the electricity supplier is able to provide you, you will learn of them in these updates.

The Power Content Label cannot tell you about the electricity that you use in your home; instead, it tells you about the resources mix your energy dollars are being spent on. If you purchase electricity generated using natural gas, for example, you are paying a natural gas-fired plant to generate electricity and to feed it into the main power grid. Since it is impossible to track the flow of electricity on the grid, however, there is no way to identify the actual power plant that produced the electricity you consume in your home. But it is possible to track the dollars you pay for electricity. Your electricity dollars will support electricity generation from various energy resources in the proportions listed on the Power Content Label.

Your electricity choice does make a difference, because you decide what kinds of electricity are fed into the electricity grid. Over the long term, your purchasing decisions will help determine what kinds of power plants are built to serve California's electricity needs.

## **Aren't the utilities required to purchase electricity from renewable resources?**

Yes. California's [Renewables Portfolio Standard](#) (RPS) requires all electricity retail suppliers to obtain 50 percent of their electricity from eligible renewable resources by 2030, and to make incremental steps toward that goal in the meantime. These include solar, wind, geothermal, biomass, small hydroelectric facilities and other sources of renewable energy. Renewable energy resources will help the state reach its goals of reducing greenhouse gas emissions that affect the global climate.

## **Does the Power Content Label correspond with RPS?**

Put simply, no. RPS uses a different methodology than that of the Power Content Label. RPS compliance is calculated over three year periods by tracking the retirement of renewable energy credits.

The Power Content Label, on the other hand, is based on annual electricity procurements, and these do not necessarily match with RPS' compliance periods. However, the Power Content Label serves a different function. It is designed to be a simple, quick check of your electric retail supplier's power sources and renewable energy profile, and its performance relative to other retail suppliers and the state as a whole.



## A guide to the Power Content Label:

2016 POWER CONTENT LABEL		
Sample		
ENERGY RESOURCES	Power Mix	2016 CA Power Mix**
Eligible Renewable	34%	25%
Biomass & biowaste	6%	2%
Geothermal	5%	4%
Eligible hydroelectric	4%	2%
Solar	12%	8%
Wind	7%	9%
Coal	11%	4%
Large Hydroelectric	8%	10%
Natural Gas	35%	37%
Nuclear	0%	9%
Other	0%	0%
Unspecified sources of power*	12%	15%
TOTAL	100%	100%
* "Unspecified sources of power" means electricity from transactions that are not traceable to specific generation sources.		
** Percentages are estimated annually by the California Energy Commission based on the electricity sold to California consumers during the identified year.		
For specific information about this electricity product, contact:	Sample	
	555-555-5555	
For general information about the Power Content Label, please visit:	<a href="http://www.energy.ca.gov/psl/">http://www.energy.ca.gov/psl/</a>	
For additional questions, please contact the California Energy Commission at:	844-454-2006 <a href="mailto:psdprograms@energy.ca.gov">psdprograms@energy.ca.gov</a>	

### Column A (Energy Resources)

This column lists the different energy resources that can be used to generate electricity, including eligible renewable resources and other resources. For a description of each resource type, see the section titled [Energy Resources](#) below.

### Column B (Power Mix)

This column displays the actual mix of electricity purchased by your utility in a given year, broken out by resource type.

### Column C (California Power Mix)

This column displays the mix of resources used in California for a given year. This information is provided as a reference point for you to compare your electricity retail supplier's resource mix to the overall resource mix of the state. The Energy Commission publishes [Total System Power](#) data each year, based on reports submitted to the Energy Commission by electrical generation facilities.



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

**Date:** November 2, 2020

**To:** Mayor and City Council

**From:** Rodney Harr, Interim City Administrator/Police Chief

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

**Subject:** Adoption of Resolution No. 2020-R-022: A Resolution of the City Council of the City of Gridley Authorizing and Designating City Representatives to Vote the City's Interests in Governance Agreements Associated with City's Participation in Programs, Projects and Services as a Member of the Northern California Power Agency

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**Recommendation**

Staff respectfully requests the City Council consider and approve the attached resolution temporarily designating Ray Borges as the City's Primary Representative to the NCPA Commission and appointing Finance staff member Martin Pineda to various NCPA committees. Both appointments are recommended for four months until a permanent Administrator is appointed. The new Administrator will assume the NCPA duties.

**Background**

The purpose of this recommendation is to ensure that the City of Gridley meet its long-term obligations as a member of the NCPA. This recommended action will not result in authority being granted to Councilmembers or the City staff to make decisions or take action binding the City to individual actions apart from the broader efforts of the NCPA, such as the individual purchase of new power at the Lodi Energy Center.

**Financial Impact**

There are no direct costs associated with this effort.

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

This recommendation is consistent with our ongoing efforts to provide cost effective electrical services that are fully transparent and compliant with all legal standards.

**Attachment:**

Resolution No. 2020-R-022 Appointing Representatives to the NCPA

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AUTHORIZING AND DESIGNATING CITY REPRESENTATIVES TO VOTE THE CITY'S INTERESTS IN GOVERNANCE AGREEMENTS ASSOCIATED WITH CITY'S PARTICIPATION IN PROGRAMS, PROJECTS AND SERVICES AS A MEMBER OF THE NORTHERN CALIFORNIA POWER AGENCY**

**WHEREAS**, (1) the City joined the Northern California Power Agency, hereinafter referred to as NCPA, in order to facilitate the City's acquisition of electrical power that is required to meet the electrical needs of residents and businesses within the City of Gridley; and

**WHEREAS**, (2) the City became a member of the NCPA by executing the NCPA Joint Powers Agreement on July 19, 1968, and has subsequently executed the Amended and Restated Northern California Power Agency Joint Powers Agreement, hereinafter referred to as the JPA, with an effective date of January 1, 2008, as supplemented from time-to-time; and

**WHEREAS**, (3) the JPA provides that each party to the JPA shall be a "Member" of NCPA and appoint its designated representative to the Commission; and

**WHEREAS**, (4) NCPA Bylaws, as authorized pursuant to JPA Article II, specify that:

- a) NCPA is governed by a Commission, composed of one (1) voting representative of each of the Members. Each Member of the Agency may also appoint one or more alternate Commissioners to act in the absence of that Member's Commissioner.
- b) The clerk or secretary of the board of each Member shall be responsible for advising the Secretary, in writing, of:
  - a. The identity of the Member's appointee to the Commission
  - b. The identity of any alternate Commissioner
  - c. The priority of such alternate Commissioner if more than one such alternate is appointed; and

**WHEREAS**, (5) the City has entered into a number of programs, project and service agreements through its Membership at NCPA to further facilitate the acquisition and delivery of electric power to support the provision municipal services to its residents and businesses, including:

- a) Lodi Energy Center Power Sales Agreement
- b) Lodi Energy Center Project Management and Operations Agreement
- c) Power Management and Administrative Services Agreement
- d) Amended and Restated Schedule Coordination Program Agreement
- e) Amended and Restated Facilities Agreement
- f) Second Amended and Restated Pooling Agreement
- g) Single Member Service Agreement
- h) Natural Gas Program Agreement
- i) Amended and Restated Market Purchase Program Agreement
- j) Legislative and Regulatory Affairs Program Agreement; and

**WHEREAS**, (6), each of the program and project agreements described above require the City to designate a representative that is authorized to direct NCPA to take actions on the City's behalf and obligate the City to pay for any actions taken by NCPA on the City's behalf; and

**WHEREAS**, (7) the Lodi Power Sales Agreement and Lodi Energy Center Project Management and Operations Agreement provide for the establishment of a Participants Committee, hereinafter referred to as the PPC, consisting of one member from each of the project participants, who are entitled to cast one vote on matters to which a majority of Participants is used to determine approval of matters relating to the Lodi Energy Center; and

**WHEREAS**, (8) Participants on the PPC are required to promptly give notice in writing to the other Participants and NCPA of any changes in the designation of its representative(s), including any change in its voting representative, on any committee or subcommittee; and

**WHEREAS**, (9) Signatories to the Power Management and Administrative Services agreement and Amended and Restated Schedule Coordination Agreement, hereinafter referred to as the PMASA and SCPA respectively, are entitled to cast one vote on matters pertaining to these Agreements, where such votes will be taken at meetings of the NCPA Commission through duly appointed Commissioners or Alternate Commissioners of each Member; and

**WHEREAS**, (10) the City has executed the Amended and Restated Facilities Agreement, herein after referred to as the FA, where the FA provides for the creation of a technical working group, known as the Facilities Committee that provides advisory recommendations to the NCPA Commission on matters associated with NCPA project operations, maintenance and budgets, including matters associated with the PMASA and SCPA; and

**WHEREAS**, (11) Each signatory to the FA is entitled to identify a Primary Representative and Alternate Representatives by written notice from a Participant's Commissioner, or their designee who will vote on matters pertaining to the FA at meetings held in accordance with the Ralph M. Brown Act; and

**WHEREAS**, (12) the City has executed the Second Amended and Restated Pooling Agreement, herein after referred to as the PA, where the PA provides the means and methods for joint resource planning, load forecasting, power pool purchases and centralized scheduling, dispatch and settlement activities; and

**WHEREAS**, (13) No formal designation is needed to participate on the Pooling Committee, but may be helpful to ensure notice is provided to the proper City representatives; and

**WHEREAS**, (14) the City has executed the Single Member Service Agreement, hereinafter referred to as the SMSA, which enables NCPA to enter into Power, Gas, and Financial transactions on behalf of the City, along with advisory, agency and pooled subscription services; and

**WHEREAS**, (15) the SMSA specifies that the Member by resolution or Member's manager with written delegated authority will delegate to NCPA all of the Member's governing

body's authority to enter into a Transaction with the delegation to NCPA confirming an Agency Service or Power Procurement Service for such Transaction; and

**WHEREAS**, (16) the City has executed the Amended and Restated Market Purchase Program Agreement, and the Natural Gas Program Agreement, hereinafter referred to as the MPP, and NGP respectively, which enables NCPA, on behalf of the Participants to engage in Contract Transactions to purchase and sell Energy, Resource Adequacy Capacity, Renewable Energy Credits, Greenhouse Gas Compliance Instruments, and Physical Option Products for the benefit of the Participant's customers; and

**WHEREAS**, (17) all transactions executed under the MPP and/or the NGP by NCPA on a Participant's behalf require a pre-authorization form executed by a duly authorized Participant Designated Representative, where the MPP and NGP provide that the Designated Representative of each Participant is the Participants Utility Director, and that an employee other than the Utility Director may be designated by resolution of the Participant's governing body; and

**WHEREAS**, (18) participate in activities of and entitled to cast one vote on matters related to a project, activity, budget, or initiative under the Legislative and Regulatory Affairs Program Agreement; and

**WHEREAS**, (19) the City desires to update its authorized and designated representatives to reflect updates to the City's staffing and organizational structure; and

**WHEREAS**, (20) the City wishes to appoint a representative(s) to act as the City's Commissioner on the NCPA Commission; to identify City representatives to participate on various NCPA committee's established to support the delivery of project and program services to members, and to authorize transactions that NCPA may enter into on the City's behalf that are necessary to deliver electric power to support the provision of municipal services to its residents and businesses; and

**NOW, THEREFORE BE IT RESOLVED** that the Gridley City Council hereby takes the following actions:

**RESOLVED**, (a) the City Council of the City of Gridley (CITY) confirms the following individuals as Commissioner and Alternate Commissioner on the NCPA Commission effective December 1, 2020:

Commissioner – Zach Torres

First Alternate Commissioner – Bruce Johnson

**RESOLVED**, (b) the CITY confirms the following individuals as the voting representatives on the LEC Project Participant Committee:

Voting Representative – Zach Torres

First Alternate – Bruce Johnson

**RESOLVED**, (c) the CITY confirms the following individuals as the voting representative on the Legislative and Regulatory Affairs Committee:

Voting Representative – Zach Torres

Alternate Voting Representative – Bruce Johnson

**RESOLVED**, (d) the CITY confirms the following individuals as the voting representative on the NCPA Facilities Committee:

Voting Representative – Zach Torres

**RESOLVED**, (e) the CITY confirms the following individuals to receive notice regarding City's participation on the Pooling Committee:

Representative – Zach Torres

**RESOLVED**, (f) the CITY delegates CITY Authority to enter into Transactions through delegations to NCPA confirming an Agency Service or Power Procurement service, pursuant to section 11.2 of the SMSA to:

Authorized Representative(s) – Martin Pineda

**RESOLVED**, (g) the City delegates Board Authority to execute Participant Authorizations directing NCPA to engage in Contract Transactions to purchase and sell Energy, Natural Gas, Resource Adequacy Capacity, Renewable Energy Credits, Greenhouse Gas Compliance Instruments, and Physical Option Products for the benefit of the Participant's customers, in accordance with the provisions of the MPP and NGP and appoints the following individual(s) as its Designated Representative(s) pursuant to section 1.1.2.6 of the MPP and 1.1.15 of the NGP:

Designated Representative(s) – Martin Pineda

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Gridley at a regular meeting held on the 2<sup>nd</sup> day of November, 2020, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST

APPROVE

\_\_\_\_\_  
Rodney Harr, Interim City Clerk

\_\_\_\_\_  
Bruce Johnson, Mayor





**City Council Agenda Item #4**  
Staff Report

**Date:** November 2, 2020  
**To:** Mayor and City Council  
**From:** Rodney Harr, Police Chief/Interim City Administrator  
**Subject:** Per Capita Grant Application

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

**Recommendation**

City staff respectfully recommends that the Mayor and City Council approve and adopt Resolution Approving the Application for the Per Capita Grant Funds for Improvements at Manual Vierra Park.

**Background**

The City is eligible for approximately \$177,000 in grant funding for parks based on the population and disadvantage community status. This is a non-competitive grant and can be used to provide a wide variety of improvements for parks. City Staff is working on a project description for improvements in the park that will maximize the use of grant funding, which may include but not limited to the following:

- Tennis court resurfacing
- ADA compliance
- Parking lot improvements
- playground improvements

**Financial Impact** – \$177,000 up front cost that will be reimbursed and ongoing maintenance cost for parks and recreation.

**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.

**Attachments**

Resolution 2020-R-023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING APPLICATION(S)  
FOR PER CAPITA GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the grantee will enter into a contract(s) with the State of California to complete project(s);

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Gridley 2030 general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Gridley will consider a range of actions that include, but are not limited to, the following:
  - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
  - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
  - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
  - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Administrator, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**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 2nd day of November, 2020, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

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Rodney Harr, Interim City Clerk

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Bruce Johnson, Mayor



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

**Date:** November 2, 2020

**To:** Mayor and City Council

**From:** Rodney Harr, Police Chief/Interim City Administrator

**Subject:** Surveying Services Contract for Manual Vierra Park Boundary Survey

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

**Recommendation**

City staff respectfully recommends that City Council review and authorize the Interim City Administrator to sign the attached contract for Survey Services with Unico Engineering.

**Background**

The City has owned the property for Manual Vierra Park since the early 1900's. There is uncertainty about the property boundary of the park in the southwest corner at the south end of Washington Street and a definitive legal description has not been found. In order to pursue future park improvements in this area of the park a Record of Survey should be developed to define the limits of City owned property. The local title company has refused to help with this effort and recommended a surveyor be hired to determine the location of the boundary.

**Financial Impact** – \$12,700

**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.

**Attachments** – Contract Service Agreement

## **CITY OF GRIDLEY SERVICES AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of November , 2020, by and between the City of Gridley, a California municipal corporation ("City"), and UNICO Engineering, a California "S" corporation ("Consultant").

### **RECITALS**

A. Consultant desires to perform and assume responsibility for the provision of consultant services required by the City on the terms and conditions set forth in this Agreement.

B. Consultant has presented a proposal for such services to the City, the scope of work of which is attached hereto and incorporated herein as Exhibit "A," and is duly licensed, qualified and experienced to perform those services.

C. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research.

D. City desires to engage Consultant to render such services as set forth in this Agreement.

### **AGREEMENT**

#### **1. SCOPE AND TERM OF SERVICES.**

1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services and incidental and customary work necessary to fully and adequately supply the necessary professional services ("Services"). The Services are more particularly described in Exhibit "A."

1.2 Term of Services. This Agreement shall be effective as of November \_\_\_\_, 2020 and shall end on February 28, 2021, unless terminated pursuant to Section 9 of this Agreement or unless extended by written amendment.

#### **2. FEES AND PAYMENTS.**

2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement.

2.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

### **3. CHANGES.**

3.1 The Parties may, from time to time, request changes in the scope of the Services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by the City in writing. Mutually agreed changes shall be incorporated in written amendments to the Agreement.

### **4. RESPONSIBILITIES OF CONSULTANT.**

4.1 Independent Contractor; Control and Payment of Subordinates. Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

4.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

4.3 Project Manager. The Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant or replaced with the written approval of the City which shall not be unreasonably withheld.

4.4 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City staff, consultants and other staff at all reasonable times. City agrees to work closely with Consultant's staff in the performance of Services and shall be available to Consultant's staff at all reasonable times.

4.5 Warranty. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant further represents and agrees that it will perform said Services in a legally adequate manner in conformance with applicable federal, state and local laws and guidelines.

4.6 Interest in Contract. Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder.

Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this agreement, City determines and notifies Consultant in writing that Consultant's duties under this agreement warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

## **5. INSURANCE.**

5.1 Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

5.2 Types of Required Coverages. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance.

5.2.1 Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

5.2.2 Automobile Liability: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol I) with minimum limits of \$1,000,000 each accident.

5.2.3 Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.



5.2.4 Professional Liability: Professional Liability insurance for errors and omissions with minimum limits of \$1,000,000. Covered Professional Services shall specifically include all work to be performed under the Agreement.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

### 5.3 Endorsements.

5.3.1 The policy or policies of insurance required by Sections 5.2.1 Commercial General Liability and 5.2.2 Automobile Liability shall be endorsed to provide the following:

5.3.1.1 Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

5.3.1.2 Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

5.3.1.3 Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

5.3.1.4 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.1.5 Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

5.3.1.6 Applicability: That the coverage provided therein shall apply to the obligations assumed by the Consultant under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

5.3.2 The policy or policies of insurance required by Section 5.2.3 Workers' Compensation shall be endorsed, as follows:

5.3.2.1 Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

5.3.2.2 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 Professional Liability shall be endorsed, as follows:

5.3.3.1 Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon the City except ten (10) days prior written notice shall be allowed for non-payment of premium.

5.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.5 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.6 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time if the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

5.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.8 Insurance for Subconsultants. All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

## **6. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

6.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City.

City shall not be limited in any way in its use or modification of the Documents and Data at any time, provided that any such use or modification not within the purposes intended by this Agreement shall be at City's sole risk.

6.2 Confidentiality. All Documents & Data are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

## **7. ACCOUNTING RECORDS.**

7.1 Maintenance and Inspection. Consultant shall maintain and make available for inspection by the City and its auditor's accurate records of all its costs, disbursements and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until one (1) year after the final payments under this Agreement are made to the Consultant.

## **8. SUBCONTRACTING.**

8.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**9. TERMINATION OF AGREEMENT.**

9.1 Grounds for Termination. City may, by written notice to Consultant, terminate all or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

9.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

9.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**10. GENERAL PROVISIONS.**

10.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

City:

City of Gridley  
685 Kentucky Street  
Gridley, CA 95948  
Attn: Rodney Harr, City Administrator

Consultant:

UNICO Engineering  
110 Blue Ravine Rd. Ste. 101  
Folsom, CA 95630  
Attn: Cesar Montes De Oca

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss,

damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent caused by the sole negligence, recklessness or willful misconduct of Consultant, its officials, officers, employees, agents, subcontractors and subconsultants, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses, except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City.

Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected officials, officers, employees, agents or volunteers.

10.3 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules, regulations and ordinances in any manner affecting the performance of the Project or the Services, including without limitation City business license requirements and all Cal/OSHA requirements, and shall give all notices required by law.

10.4 Prohibited Interests. Consultant covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of the Services hereunder.

10.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

10.6 Equal Opportunity Employment. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

10.7 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

10.8 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees and all other costs of such action.

10.9 Assignment or Transfer. Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

10.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

10.11 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

10.12 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

10.13 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Services specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

10.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Butte County.

10.15 Time of Essence. Time is of the essence for each and every provision of this Agreement.

10.16 Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

10.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

10.18 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

10.19 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

10.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF GRIDLEY

UNICO Engineering

By: \_\_\_\_\_  
Rodney Harr  
City Administrator

By: \_\_\_\_\_  
Cesar Montes De Oca  
President

*Attest:*

By: \_\_\_\_\_  
City Clerk

*Approved as to Form:*

By: \_\_\_\_\_  
City Attorney

# Gridley Vierra Park Boundary Survey

## Project Understanding

Thank you for the opportunity to provide this proposal for Land Surveying services for the Gridley Vierra Park Boundary Survey. The primary goal is to establish existing boundary resolution to facilitate future improvement projects. UNICO understands Land Surveying is necessary to support the design and construction efforts. UNICO understands right of way and boundary surveys are needed.

Land Surveying will include research, boundary and right of way surveying, and a drafted base map of the boundary and right of way mapping. UNICO will utilize GPS and conventional survey methods to perform our work. UNICO will provide regular survey status, progress reports, updates and schedule.

## Scope of Work and Approach

UNICO will provide the following services necessary to complete its portion of the project.

### Boundary and Right of Way Survey

UNICO will perform the research and review record right of way and property maps including deed documents along the project limits. UNICO will perform a field survey to include the adjoining parcels. Based on record and field surveys, UNICO will verify and map the existing road right of ways along the areas project limits including the adjacent properties. UNICO will prepare a right of way and boundary base drawing in AutoCAD format from readily available record information that will include adjacent property owner information such as assessor's parcel numbers, street address and current ownership. UNICO will utilize or establish a project horizontal control network as the basis of our work and will set permanent control points throughout the project for utilization of surveys and future construction control.

Title reports will need to be obtained for boundary research and resolution. They will be purchased at a unit price and 2 will be included in the scope.

Deliverables:

- ***AutoCAD Base File***
- ***Point Files***
- ***Control Diagram***
- ***Copies of Maps and Deed Documents***

## Record of Survey Preparation

UNICO will prepare a Record of Survey map (required per the PLS act) based on the boundary resolution to be filed with the Butte County Surveyor. Map will show the Boundary Resolution and method of the survey along with any encroachments, existing fences and structure, and found monumentation.

Deliverables:

- ***Copies of Maps and or exhibits***



## Final Monumentation

Unico will set final monuments (property corners) based on the boundary resolution and recorded Record of Survey. Unico will set final permanent monuments at the property corners as required.

### Title reports (2)

1. 010-200-056 (park)
2. 010-200-056 (195 Washington St)

<b>Total</b>	<b>\$700</b>
--------------	--------------

### Boundary Survey

- |               |         |
|---------------|---------|
| 3. Field Work | \$3,600 |
| 4. PLS Review | \$1,900 |

<b>Total</b>	<b>\$5,500</b>
--------------	----------------

### Record of Survey Preparation

- |               |         |
|---------------|---------|
| 1. Drafting   | \$2,900 |
| 2. PLS Review | \$600   |

<b>Total</b>	<b>\$3,500</b>
--------------	----------------

### Final Monumentation

- |               |         |
|---------------|---------|
| 1. Fieldwork  | \$3,400 |
| 2. PLS Review | \$600   |

<b>Total</b>	<b>\$4,000</b>
--------------	----------------

<b>Total</b>	<b>\$12,700</b>
--------------	-----------------

### *Approximate Schedule Turnaround*

Boundary and Research....1 Week

Boundary Survey....1 Week

Boundary Resolution ....1 Week

Record of Survey Preparation...2 Weeks

\*note: the review and recording process with the county can take 6-8 weeks

## Optional work

Additional offsite easement and property descriptions may be required and will be charged at a unit price of \$700.

*\*Optional tasks outlined in scope of services shall not be performed without prior written authorization from the City.*

## EXHIBIT B: Compensation

### To AGREEMENT BETWEEN CLIENT AND CONSULTANT

Consultant: UNICO Engineering

Client: City of Gridley

Project: Vierra Park

Date:



For services provided in “Exhibit A: Subconsultant Scope of Services”, Consultant shall be compensated on a time and materials basis with a not-to-exceed fee of TWELVE thousand SEVEN hundred dollars (\$12,700). CONSULTANT shall comply with applicable federal and/or state prevailing wage laws as specified in Exhibit B-1.

Task	Fee
<b>Task 01:</b> Surveying and Base Mapping	\$12,700
<b>Total</b>	<b>\$12,700</b>

INITIALS:

\_\_\_\_\_  
\_\_\_\_\_

# Exhibit B-1: Prevailing Wage Compliance

## To AGREEMENT BETWEEN CLIENT AND CONSULTANT

Consultant: UNICO Engineering

Client: City of Gridley

Project: Vierra Park

Date:



1. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and even the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.
2. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov)
3. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
4. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at [www.dir.ca.gov](http://www.dir.ca.gov).
5. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
6. The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
7. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Consultant or its designee, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Consultant or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.
8. The Consultant reserves the right to require delivery of all certified payroll through an electronic web-based system. This system will be provided to the contractor and all subcontractors free of charge. The contractor/subcontractor shall not be entitled to any additional compensation for using such system.
9. In addition to submitting the certified payrolls and related documentation to the Consultant or its designee, all contractors and subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations on not less than a monthly basis. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment. eCPRs are required to be submitted to the State when the prime contract exceeds \$15,000 for maintenance or exceeds \$25,000 for all other construction.
10. Contractor shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., Contractor may continue to hold sufficient funds to cover estimated wages and penalties under the contract.
11. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.



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

**Date:** November 2, 2020  
**To:** Mayor and City Council  
**From:** Rodney Harr, Police Chief/Interim City Administrator  
**Subject:** Approval of Resolution No 2020-R-024: A Resolution of The City Council of The City of Gridley Authorizing the Gridley Fire Department to Receive A Volunteer Fire Assistance Grant

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

**Recommendation**

Staff respectfully requests the City Council approve the 2020 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 \$9885.00, which is a 50% match with the State of California. The City of Gridley's match of this grant is \$4942.50.

**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. 2020-R-024  
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 \$4,942.50 provided under the Cooperative Forestry Assistance Act of 1978 (7FG19016).
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 \$4,942.50 for the cost associated for the equipment to be purchased with this grant. To recognize the grant revenues, approve supplement revenues of \$4,942.50 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 2<sup>nd</sup> day of November, 2020, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

---

Rodney Harr, Interim City Clerk

---

Bruce Johnson, Mayor

State of California  
Dept. of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Programs  
GRANT AGREEMENT

**APPLICANT:**

**PROJECT TITLE:** Volunteer Fire Assistance Program

**GRANT AGREEMENT:** 7FG20020

**PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2021.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$4,942.50** (or project costs, whichever is less)

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

<hr/> <div style="text-align: center;">Applicant</div>	<hr/>
By <hr/>	By <hr/>
Signature of Authorized Representative	
Title <hr/>	Title: <b>Gabrielle Avina</b> <b>Staff Chief, Cooperative Fire Programs</b>
Date <hr/>	Date <hr/>

**CERTIFICATION OF FUNDING**

AMOUNT OF ESTIMATE FUNDING \$4,942.50	GRANT AGREEMENT NUMBER 7FG20020		PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID				
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354020DG2012133		ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$4,942.50	GL UNIT 3540	BUD REF 001	CHAPTER 6/7	FUND 0001	ENY 2020
REPORTING STRUCTURE 35409206	SERVICE LOC 92698	ACCOUNT 5340580		ALT ACC 5340580002	

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

## VOLUNTEER FIRE ASSISTANCE PROGRAM TERMS AND CONDITIONS

### 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 1**, 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, 2020 or LOCAL AGENCY will forfeit the funds.
7. **GRANT AND BUDGET CONTINGENCY 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.



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 2020 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 **\$4,942.50** 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 1 and JUNE 30, 2021.** 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, 2021 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 and 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:

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) 894-9845**

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.

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;

- 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 1 and continue through June 30, 2021.
- 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.

**City Council Agenda Item #7**  
Staff Report

**Date:** November 2, 2020  
**To:** Mayor and City Council  
**From:** Rodney Harr, Chief of Police  
**Subject:** Police Vehicle Surplus

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

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**Recommendation**

Staff respectfully requests the City Council declare the vehicle listed below as a surplus asset beyond its useful life and to have it disposed of per the City of Gridley's surplus procedures.

Unit #	Year	Make	VIN	Mileage	License #
72	2007	Ford	2FAFP71W77X116637	121,000	1208097

**Background**

The Police Department has one (1) un-marked police vehicle that needs to be surplused. The vehicle is a Ford Crown Victoria model with high mileage, inoperative, and the majority of operational parts missing. This vehicle has been well utilized and has provided over thirteen (13) years of police department use. After an internal evaluation of the vehicle, it was determined that the cost to benefit of repairing or maintaining the vehicle is not warranted. Therefore, keeping this vehicle in the police fleet would not be prudent. The vehicle does not have enough value to take to auction due to transportation costs over its disposal. The vehicle has been parted out for other Crown Victoria's in the police fleet to help minimize repair costs on current vehicles in use. This vehicle can no longer be used for spare parts as it is not compatible with the remaining fleet vehicles. It is recommended that this vehicle be disposed of through our AVA program.

**Financial Impact**

None.

**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.



**City Council Agenda Item #8**  
Staff Report

**Date:** November 2, 2020  
**To:** Mayor and City Council  
**From:** Rodney Harr, Chief of Police

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

**Subject:** Authorization to Purchase 2021 Ford Police Interceptor and Upfitting

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**Recommendation**

Staff respectfully requests the City Council to consider authorizing the expenditure of funds for the purchase of a 2021 Ford Police Explorer. This purchase includes the upfitting with required emergency lighting and public safety equipment. Staff requests authorization for the Police Department to award the purchase of the 2021 Ford police Interceptor and upfitting to Gridley Country Ford.

**Fiscal Impact**

Funding for this project would be provided through CIP funding and was included in the annual Operating Budget and Capital Improvement Plan FY 2020-2021 budget approved by the City Council on June 24, 2020.

**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**

1. Quote from Gridley Country Ford

CNGP530

VEHICLE ORDER CONFIRMATION

10/12/20 13:36:44

==>

Dealer: F72464

2021 EXPLORER 4-DOOR

Page: 3 of 3

Order No: 5800 Priority: M3 Ord FIN: QH540 Order Type: 5B Price Level: 120

Ord Code: 500A Cust/Flt Name: CITY OF GRIDL PO Number:

RETAIL

RETAIL

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 1245

TOTAL BASE AND OPTIONS 47000

TOTAL 47000

\*THIS IS NOT AN INVOICE\*

\*TOTAL PRICE EXCLUDES COMP PR

SHIP-TO: 72V464

Gridley Country Ford, Inc.

Gridley, CA

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC07773

Your order price with  
 "Crown Equipment" 47,569.<sup>00</sup>  
 Doc Fee 85.<sup>00</sup>  
 Cal. title Fee 8.<sup>75</sup>  
 Sales tax 3454.<sup>92</sup>  


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 Total 51,147.<sup>67</sup>

Thank you

CURT ENGEN

GRIDLEY Country Ford

846-4724



CNGP530

VEHICLE ORDER CONFIRMATION

10/12/20 13:35:58

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Dealer: F72464

2021 EXPLORER 4-DOOR

Page: 1 of 3

Order No: 5800 Priority: M3 Ord FIN: QH540 Order Type: 5B Price Level: 120

Ord Code: 500A Cust/Flt Name: CITY OF GRIDL PO Number:

RETAIL

RETAIL

K8A 4DR AWD POLICE \$40630

CA BOARD FEES NC

.119" WHEELBASE

FLEET SPCL ADJ NC

YZ OXFORD WHITE

16D BADGE DELETE NC

9 CLTH BKTS/VNL R

17T CARGO DOME LAMP 50

6 EBONY

31C CROWN NA NC

500A EQUIP GRP

425 50 STATE EMISS NC

.AM/FM STEREO

43A REAR AUX LIGHTS 395

99B 3.3L V6 TI-VCT (3530)

44U 10SPD AUTO TRAN NC

TOTAL BASE AND OPTIONS 47000

67H ROAD READY PKG 3595

TOTAL 47000

.DR LOCK PLUNGER

\*THIS IS NOT AN INVOICE\*

.100 WATT SIREN

\*TOTAL PRICE EXCLUDES COMP PR

.TAIL LAMP PKG

\* MORE ORDER INFO NEXT PAGE \*

.REAR LIGHT PKG

F8=Next

.RR MOUNT PLATE

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC07773

CNGP530

VEHICLE ORDER CONFIRMATION

10/12/20 13:36:09

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Dealer: F72464

2021 EXPLORER 4-DOOR

Page: 2 of 3

Order No: 5800 Priority: M3 Ord FIN: QH540 Order Type: 5B Price Level: 120

Ord Code: 500A Cust/Flt Name: CITY OF GRIDL PO Number:

RETAIL

RETAIL

43D	COURTESY DISABL	\$25	942	DAYTIME RUN LMP	\$45
51S	DUAL LED LAMPS	620	96T	RR SPLR TRFC LT	1495
63B	SD MARKER LGHTS	290		FLEX-FUEL	
63L	QTR GLASS LIGHT	575	153	FRT LICENSE BKT	NC
66A	FRONT HDLMP PKG	NC		SP DLR ACCT ADJ	
	.GRILL WIRING			SP FLT ACCT CR	
68B	PERIMETER ALERT	675		FUEL CHARGE	
68E	NOISE SUPP KIT	195			
68G	RR DR/LK INOP	NC			
76D	DEFLECTOR PLATE	335		TOTAL BASE AND OPTIONS	47000
76R	REVERSE SENSING	275		TOTAL	47000
794	PRICE CONCESSN			*THIS IS NOT AN INVOICE*	
86T	RR TAILLAMP HSG	NC		*TOTAL PRICE EXCLUDES COMP PR	
87R	RR VIEW MIR/CAM	NC			
92R	SOLAR TINT 2ND	85			

\* MORE ORDER INFO NEXT PAGE \*

F7=Prev F8=Next

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S006 - MORE DATA IS AVAILABLE.

QC07773



Blair Schofield  
**B.schofield@kerrindustries.com**  
Dallas – Chicago – Detroit – Toronto  
Cell 1-905-449-7698  
Office 1-800-585-1774

13-OCT-20

Quote#  
50-1613

To: Gridley Country Ford  
Gridley P.D. – Rodney Harr

From: Blair Schofield  
Crown North America

The following options Will be supplied and installed onto a 2021 Ford Police Utility.

Dealer is responsible to ensure the routing of the vehicles to and from Crown, including the correct Ship-Thru code, 31C-D9G, is being applied to the order so that the proper logistics processes are put in place.

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**LIGHTBAR-** Supply & install a 48" Whelen Liberty-II LED lightbar. This bar would consist of dedicated side facing Alley lights, dedicated forward facing takedown lights, all remaining driver side LED modules with the primary color red, all remaining passenger side LED modules with the primary color blue, all forward facing LED modules would have a secondary color of White, and all rear facing LED modules would have a secondary colour of amber that would allow for a 6-module traffic director. This installation would include preparing and downloading a new Carbide control program to include the lightbar and traffic director functions into the Ford Ready-For-The-Road unit.

**ANTENNA CABLE, RADIO PRE-WIRE, AND CONTROLLER RELOCATE-** Supply & install

- A standard 3/4" threaded roof mounted antenna cable routed to the radio
- a pre-wire kit for Motorola APX series remote head police mobile radio. Kit includes a blue band communications cable that will connect the radio main body to the remote head, a front power/ground/ignition cable for the remote head, and a rear power/ground cable for the radio main body.
- As well, we would pull the factory Ready-For-The-Road Cencom Carbide controller from under the floor to mount on the rear side of the cargo partition to make it more accessible than the sub-floor factory location and provide space beside for future mounting of the radio main body and other electronics.  
(customer to confirm both the desired antenna hole location and that the antenna they intend to use works with a standard 3/4" male threaded base)

**CWBAR-S-** Supply & install A set of steel vertical window bars on both rear prisoner access doors

**CPRIS-2**- Supply & install a full replacement rear prisoner seat assembly with center pull seatbelts and an expanded metal cargo partition. (Please note that the factory seats removed during this installation will be shipped to the customer with the completed vehicle)

**CPCS-RP**- Supply & install a horizontal sliding prisoner partition with recessed center panel and coated polycarbonate upper portion.

**CVETD**- Supply & Install a dual vertical gun rack assembly mounted to the prisoner partition recess panel and wired into the Ready-For-The-Road Cencom Carbide controller.

**CON19-AC**- Supply & install a center console assembly between the front driver and passenger seats. The console assembly will include an armrest, dual cup holders, a faceplate to mount the Whelen Cencom control head, a faceplate to relocate the factory, Parking Brake, USB/AUX module, and 12V outlet, then faceplates to mount the customers APX8500 1-piece radio, and blank plates to fill out remaining space.

**TAILLIGHT INSERTS**- Supply & install LED lights inserted into each rear taillamp with red on driver side and blue on passenger side.

**Please Note:**

- Pricing valid for 60 days.
- Crown North America assumes no liability for the specifications of the dealer ordered factory vehicle options. Please consult with your OEM/Dealer order book to confirm spec and pricing of factory options.
- This document is ONLY a quote and not an order confirmation. To apply these options to your vehicles please provide the factory order confirmation numbers to Kerr and we will supply you with a detailed Crown order summary for your review and sign back.

Thank you for the opportunity,  
Blair