

Gridley City Council – Special City Council Meeting Agenda

Wednesday, December 18, 2024; 3:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

CALL TO ORDER

CONSENT AGENDA - None

ITEMS FOR CONSIDERATION

1. City of Biggs Request to Amend Electrical Services Maintenance Agreement with the City of Gridley

Recommended Action(s):

- a. Approve that the amendment to the Electrical Services Maintenance Agreement between the City of Biggs and the City of Gridley to ensure Biggs’ compliance with the State and Local Fiscal Recovery Fund guidelines under the American Rescue Plan Act

ADJOURNMENT – adjourning to a regular meeting on January 21st, 2025.

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 3:00 p.m., December 17th, 2024. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration Counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

City Council Agenda Item #1
Staff Report

Date: December 18, 2024

To: Mayor and City Council

From: Elisa Arteaga, City Administrator

Subject: City of Biggs Request to Amend Electrical Services Maintenance Agreement with the City of Gridley

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff recommends that the City Council approve the Amendment to the Electrical Services Maintenance Agreement (“Amendment”) between the City of Biggs and the City of Gridley to ensure Biggs’ compliance with the State and Local Fiscal Recovery Fund (SLFRF) guidelines under the American Rescue Plan Act (ARPA).

Background

On October 1, 2023, the City of Gridley and the City of Biggs entered into the original Agreement for the provision of electrical maintenance services to support critical infrastructure and operational needs. As part of its strategy for utilizing allocated SLFRF funds, the City of Biggs seeks to amend the original Agreement to include provisions ensuring compliance and alignment with federal guidelines for eligible projects and services.

The SLFRF, as established by ARPA, provides funding to state, local, and tribal governments to address pandemic-related impacts and support long-term investments in infrastructure and essential services. This Amendment is necessary for the City of Biggs to meet SLFRF reporting and compliance requirements while continuing to enhance the reliability of Biggs’ electrical systems. The US Treasury deadline for obligating SLRF funding is December 31, 2024.

Discussion

The Amendment reiterates the scope of the original Agreement, aligning it with SLFRF guidelines. The key provisions of the Amendment include:

1. Scope of Work:

The City of Gridley will continue to provide the following electrical maintenance services:

- Maintenance and repair of critical electrical infrastructure, including substations, transmission systems, and streetlights.
- Residential and commercial meter services, and 24/7 standby system coverage.

2. **Roles and Responsibilities:**
 - **City of Gridley:** Deliver services as outlined, maintain compliance with SLFRF requirements, and submit progress reports to Biggs.
 - **City of Biggs:** Monitor service delivery, oversee SLFRF fund expenditures, and retain compliance-related records.
3. **Funding and Cost Allocation:**
 - Biggs will allocate up to \$449,497 of its SLFRF funds toward services rendered under this Amendment. Any costs exceeding this allocation will be funded through the City's Electric Fund revenue.
4. **Performance Metrics and Milestones:**
 - Quarterly progress assessments with the Gridley Electric Utility Superintendent.
 - Annual cost analysis to support the City's Capital Improvement Plan for system efficiency and reliability improvements.
5. **Compliance and Oversight:**
 - All activities under the Amendment must meet SLFRF Final Rule guidelines, including eligibility, reporting, and record retention requirements.
6. **Term and Termination:**
 - The Amendment remains in effect until September 30, 2026, with provisions for termination upon 60 days' notice by either party, subject to fulfillment of SLFRF obligations.

Financial Impact

None

Compliance with City Council Strategic Plan or Budget Goals

This Amendment aligns with the City's goals to:

- Build and maintain effective partnerships with allied agencies.
- Ensure effectiveness of existing agreements for services.
- Enhance the efficiency and reliability of the regional electrical systems.

Attachments

1. Amendment to Electrical Services Maintenance Agreement
2. Original Electrical Services Maintenance Agreement (October 1, 2023)

AMENDMENT TO ELECTRICAL SERVICES MAINTENANCE AGREEMENT

This Amendment (the “Amendment”) to the Electrical Services Maintenance Agreement (“Original Agreement”) is entered into as of October 1, 2023, by and between the City of Biggs (“Biggs”) and the City of Gridley (“Gridley”), collectively referred to as the “Parties.” This Amendment is made to support eligible projects and services under the State and Local Fiscal Recovery Fund (SLFRF) as established by the American Rescue Plan Act (ARPA).

Recitals

1. **Original Agreement:** Biggs and Gridley entered into the Original Agreement on October 1, 2023 to provide electrical maintenance services.
2. **SLFRF Compliance:** Biggs intends to utilize SLFRF funds for eligible services and projects as outlined in this Amendment.
3. **Purpose of Amendment:** The Parties agree to amend the Original Agreement to include provisions and responsibilities related to the use of SLFRF funds, ensuring compliance with federal guidelines.

Amendment Terms

1. Scope of Work The Parties agree that the scope of the Original Agreement includes the following SLFRF-eligible services as outlined in the original maintenance agreement:

- Maintenance and repair of electrical infrastructure, maintaining critical equipment including substation, transmission, pole, 12kv distribution system overhead, secondary system overhead, secondary system underground, street-lights
- Residential and commercial meter services, 60kv Transmission, 12kv Backup and system coverage by way of 24/7 standby.

2. Roles and Responsibilities

- **City of Gridley:**
 - Perform the agreed-upon electrical maintenance services as outlined in this Amendment.
 - Provide progress reports and documentation to Biggs as required for SLFRF compliance.
- **City of Biggs:**
 - Monitor and oversee the services performed under this Amendment to ensure alignment with SLFRF objectives.
 - Submit required reports to the U.S. Treasury and retain records of expenditures for auditing purposes.

3. Funding and Cost Allocation

- Biggs will allocate up to \$449,497 of its SLFRF funds for services rendered under this Amendment.
- Any costs exceeding this amount shall be covered by Electric Fund revenue.

4. Performance Metrics and Milestones The following performance metrics and milestones will be used to evaluate the services provided under this Amendment:

- Biggs will coordinate with the Gridley Electric Utility Superintendent on a quarterly basis to assess and document critical system needs and progress consistent with SLRF guidelines.
- Biggs will perform an annual cost analysis in support of the city’s Capitol Improvement Plan for improving system efficiency and reliability.

5. Compliance with SLFRF Guidelines

- All activities under this Amendment comply with SLFRF requirements as outlined in the U.S. Treasury’s Final Rule, including eligible uses, reporting, and record retention.
- Gridley agrees to cooperate fully with Biggs in any audits or reviews conducted by federal or state authorities.

6. Term and Termination

- This Amendment will remain in effect until September 30, 2026.
- Either Party may terminate this Amendment with 60 days written notice, provided all SLFRF obligations are fulfilled.

7. Integration with Original Agreement

- Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement remain in full force and effect.

Signatures:

City of Biggs

City of Gridley

 Bo Sheppard
 Title: Mayor of Biggs
 Date: _____

 Mike Farr
 Mayor of Gridley
 Date: _____

**ELECTRICAL SERVICES MAINTENANCE AGREEMENT
BETWEEN THE CITY OF GRIDLEY AND CITY OF BIGGS**

THIS ELECTRICAL SERVICES MAINTENANCE AGREEMENT (hereafter "AGREEMENT") is entered into by and between **THE CITY OF GRIDLEY, a municipal corporation** in the State of California, County of Butte (hereinafter **GRIDLEY**) and **THE CITY OF BIGGS, a municipal corporation** in the State of California, County of Butte, (hereinafter **BIGGS**) which such cities shall hereinafter collectively be referred to as the "**Parties**".

Subject to the prior approval of this Agreement by each of the Parties' city councils, this Agreement shall become effective on October 1, 2023.

RECITALS

BIGGS owns and operates a municipal electrical utility service for the benefit of the residents and businesses both within its incorporated areas and within its spheres of influence.

GRIDLEY owns and operates a municipal electrical utility service for the benefit of the residents and businesses both within its incorporated areas and within its spheres of influence.

Historically, since 1994 **BIGGS** has contracted with **GRIDLEY** for purposes of securing maintenance services and upkeep upon **BIGGS'** municipal electrical utility.

The **PARTIES** agree that the continuation of the relationship between the cities for purposes of providing maintenance services to **BIGGS** for its electrical service utility under this new Agreement is within the best interests of each of the **PARTIES**, their respective citizens, rate payers and residents. The terms of the **PARTIES'** previous and historical agreements are of no further force or effect and that **PARTIES** desire that the terms and conditions under which **GRIDLEY** will provide maintenance services to **BIGGS** for its electrical service utility during the effective term of this Agreement commencing October 1, 2023 shall be controlled by this Agreement only.

In consideration of the mutual covenants contained herein and for other good and valuable consideration, **THE PARTIES** agree as follows:

**SECTION 1
Incorporation of Recitals**

The foregoing Recitals are not merely recitals, but are contractual in nature and are incorporated herein.

SECTION 2
Services Provided by the City of Gridley

GRIDLEY electrical personnel will supply services to **BIGGS** to consist of electrical system maintenance as defined and limited in **Exhibit "A"** attached hereto which such exhibit is incorporated herein by this reference. No services aside from those specifically listed shall be provided.

The electrical system maintenance services provided by **GRIDLEY** shall include the shared use of personnel consisting of an electrical superintendent, electrical supervisor and electrical line workers and **GRIDLEY** equipment consisting of a boom truck, bucket trucks, underground service vehicle, the utility vehicles, cable trainer and underground cable trailer. **GRIDLEY**, in its sole discretion determines when and in what fashion the foregoing resources shall be utilized to perform services pursuant to this Agreement.

BIGGS may desire to utilize **GRIDLEY's** distribution labor services for capital improvement projects outside the scope of this Agreement to **BIGGS'** benefit and/or to take advantage of the State Constitution provision allowing electric utilities to build their own infrastructure avoiding the competitive bidding process. Such future services, if any, shall be handled under separate agreements and are not to be considered as maintenance services under this Agreement.

Any improvement projects within the City of **BIGGS** which require the modification or relocation of electrical system infrastructure must be arranged in advance and scheduled to meet the overall needs of both cities in providing services. Specifically, any **BIGGS** improvement project (such as street improvements, water main projects, curb, gutter and sidewalk projects, etc.) which require the modification or relocation of electrical system facilities in **BIGGS** must not be scheduled to occur (to the extent that **GRIDLEY** personnel and equipment will be involved) unless advance written approval is obtained from the **GRIDLEY** electrical superintendent prior to scheduling such improvement projects in order that scheduling conflicts may be avoided to the greatest extent possible.

Payment on any engineering plan, design or other planning costs associated with improvement for the City of **BIGGS** (whether performed by the City of **GRIDLEY** or by a third-party contracted by the City of **GRIDLEY**) shall be the sole responsibility of **BIGGS**.

Terms of payment for additional work performed by **GRIDLEY** for the benefit of a **BIGGS** project shall be in accordance with Section 7, regarding reimbursement and payment of costs not covered by this Agreement. Any costs incurred by **BIGGS** directly with third parties for expansion or improvement projects for the distribution, transmission or substation system of **BIGGS** are the sole responsibility of **BIGGS**.

SECTION 3
Control of Employees

It is specifically understood between **THE PARTIES** that **GRIDLEY**'s employees authorized and used in the pursuit of the provisions of this Agreement are employees of **GRIDLEY** and as such are subject to the control and under the direction of **GRIDLEY** in the performance of duty and in accordance with this Agreement. The rendering of such service, the standards of performance, the discipline of employees and matters incident to the performance of such services and the control of personnel so employed shall remain under the direct control of **GRIDLEY**.

SECTION 4
Immunities

For the purposes of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, **GRIDLEY**, its officers, agents and employees engaged in performing any such services or functions as described in this Agreement, shall have the immunities that they would enjoy were they officers or employees of **BIGGS**, provided the services are within the scope of this Agreement and are municipal functions.

SECTION 5
Liability and Indemnity

GRIDLEY, its officers and employees shall not be responsible for nor deemed to assume any liability for any intentional or negligent acts of **BIGGS** or any officer, employee or agent thereof, nor for any dangerous or defective condition within **BIGGS**' city limits or geographical sphere of influence (including without limitation any dangerous condition of electrical lines and trees or other structures adjacent thereto). **BIGGS** shall hold **GRIDLEY** and its officers and employees harmless from such matters and shall defend **GRIDLEY** and its officers and employees against any claim predicated upon a dangerous condition of public property or for any intentional or negligent act of the **BIGGS** or any officer, employee or agent thereof for any injury or damages resulting.

In addition, **BIGGS** shall indemnify and hold harmless **GRIDLEY**, its officers, officials, employees and volunteers from and against any claims, damages, losses, expenses, including attorney fees, expert witness and/or consultant fees and costs which in any way arise out of allegations that electromotive forces (EMF) and/or the transmission of electricity has caused damage to any person (whether it be personal injury, property damage, or otherwise). The defense and indemnity of such claims shall be the sole and exclusive responsibility of **BIGGS** under this Agreement irrespective of whether it is contended that the action of **GRIDLEY**, pursuant to this Agreement, caused or contributed to such claims.

In addition to the foregoing, **BIGGS** shall indemnify, defend and save **GRIDLEY** and its agents, officers and employees harmless from and against any and all active and passive liability,

claims, suits, actions, damages and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of **BIGGS**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **BIGGS** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other cause and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgment or decrees which may be entered therein. In addition, the indemnity and hold harmless provisions stated above shall also be given by **BIGGS** to **GRIDLEY** with respect to any passive negligence on the part of **GRIDLEY**, its agents, officers and employees with respect to **GRIDLEY**'s performance under this Agreement.

GRIDLEY, its officers, agents and employees shall not be answerable, responsible for or accountable in any manner for the loss or damage arising out of activities of the **BIGGS** electrical department prior to the effective date of this Agreement. **BIGGS** shall indemnify and save harmless **GRIDLEY**, its officers, agents and employees from all suits, claims or actions of every name, kind and description, brought for, or on account of any loss by any person or damage to property arising out of conduct of the **BIGGS** electrical department prior to the effective date of this Agreement. The duty of **BIGGS** to indemnify and save harmless as set forth in this Paragraph shall include the duty to defend. The claims, losses and liabilities hereinabove referred to shall include attorney fees.

GRIDLEY shall indemnify, defend and save **BIGGS**, its agents, officers and employees harmless from and against any and all active negligence on its part for liability, claims, suits, actions, damages and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property in connection with the activities of **GRIDLEY**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **GRIDLEY** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Notwithstanding the foregoing, both **BIGGS** and **GRIDLEY** shall be responsible for all liability predicated upon the workers' compensation system for each of its own employees. By way of example, should a person regularly employed by **GRIDLEY** be performing work on behalf of **BIGGS** pursuant to this Agreement and as a result thereof become entitled to worker's compensation benefits, **GRIDLEY** shall remain solely responsible for such claim. Likewise, should a person regularly employed by **BIGGS** be working temporarily at the direction of **GRIDLEY** with respect to the performance of this Agreement and in the course thereof become entitled to a claim under the worker's compensation system, **BIGGS** shall remain solely responsible for such claim.

The indemnity and hold harmless provisions contained herein are binding upon the parties hereto without regard to whether or not insurance coverage is available for the acts and/or conditions for which indemnity has been provided pursuant to this Agreement. The indemnity and hold harmless provisions contained herein shall survive the termination of this Agreement as concerns any occurrence giving rise to the need for such defense, indemnification and hold harmless assurance which occurs during the effective time period covered by this Agreement.

SECTION 6

Duration and Termination

The effective term of this Agreement shall be no more than THIRTY-SIX (36) MONTHS commencing October 1, 2023 and ending on September 30, 2026.

Notwithstanding the stated 36 month term of this Agreement, either party may terminate this Agreement earlier at any point during said 36 months by giving 6 months advanced written notice of such Party's intention to withdrawal from this Agreement (hereinafter "Early Termination Notice") to the other party. In the event a Party exercises its right to an early termination by tendering an Early Termination Notice to the other party, this Agreement will effectively be terminated 6 months after the date of said Early Termination Notice. (For Example: If **BIGGS** were to deliver an Early Termination Notice to **GRIDLEY** dated February 19, 2024, then this Agreement would be terminated effective August 19, 2024.)

This Agreement will **not** renew nor continue on a month-to-month basis beyond September 30, 2026. **GRIDLEY** shall have no further obligations to **BIGGS** to provide electrical utility maintenance services to **BIGGS** under this Agreement beyond September 30, 2026. **GRIDLEY** is under no obligation to give any further notice under this Agreement that it will not provide maintenance services under this Agreement beyond September 30, 2026.

As concerns any possible future maintenance services to be provided by **GRIDLEY** to **BIGGS** on or after October 1, 2026, such services will have to be the subject of a new agreement mutually negotiated and approved by such cities in advance. The absence of any such new agreement will correspondingly result in a cessation of electrical maintenance services upon the termination of this Agreement whether by expiration on September 30, 2026 or by such earlier date as may result from a party's exercising of early termination of this Agreement as discussed herein.

SECTION 7

Costs for Operation and Maintenance

Commencing October 1, 2023, and continuing monthly thereafter during the term of this Agreement, **BIGGS** shall pay to **GRIDLEY** the amounts due per month according to the following schedule and amounts:

(YEAR 1) October 1, 2023 – September 30, 2024, \$40,566
(YEAR 2) October 1, 2024 – September 30, 2025, \$41,783
(YEAR 3) October 1, 2025 – September 30, 2026, \$43,036

as payment for the maintenance services which GRIDLEY provides under the terms of this Agreement.

The cost basis for the Electrical Services Maintenance Agreement Between the City of Gridley and the City of Biggs are derived from the Utility Financial Solutions September 2023 report of the Electrical Distribution Costs, the unfettered 24/7/365 access to Gridley's material inventory, equipment and personnel.

In addition to the monthly payments specified above, **BIGGS** shall reimburse **GRIDLEY** for any services, supplied equipment or other items not covered by this Agreement. For any and all **BIGGS'** projects requiring a deposit, **GRIDLEY** shall invoice for the actual costs of the project, including preparation of the cost estimate upon completion of the project and the invoice will reflect any previously paid deposit as a credit against the actual costs. **BIGGS** shall pay such invoices within fifteen (15) days of receipt.

SECTION 8

Requests for Service

Requests by **BIGGS** for work to be performed pursuant to this Agreement shall be scheduled in a reasonable fashion, consistent with the nature of the work requested, and the overall work to be performed by **GRIDLEY** electrical personnel. **BIGGS** shall give reasonable advance notice for all work requests. Save and except for in emergency or disaster relief scenarios, any requests by **BIGGS** for the modification or relocation of electrical system infrastructure must be requested, in writing, at least one hundred eighty (180) days prior to the modification and/or relocation of electrical distribution facilities. **GRIDLEY'S** electrical superintendent may, in his discretion, allow for a shorter notification time or may insist on a longer notification time, depending upon the scope of the project in question. (For example, a large subdivision). **BIGGS** shall plan its projects so that review by **GRIDLEY** can occur at the earliest possible time (for example, during the planning phase) so there is adequate time to address the impact that such requested work will have on the existing **BIGGS** system and the ability of **GRIDLEY** to accomplish the requested work in a timely and cost effective fashion.

In determining when and in what manner work orders shall be processed, **GRIDLEY** shall have the discretion to determine both the timing and manner of accomplishment of work pursuant to this Agreement.

BIGGS designates its City Administrator as its contact for dealing with issues which arise concerning this Agreement. **GRIDLEY** shall be able to rely solely upon this person (unless and until **BIGGS** designates, in writing, a new person to serve as its contact) when dealing with administrative matters concerning this Agreement.

SECTION 9
Overtime/Call-Out Costs

The **GRIDLEY** electrical department is sized in a fashion that it can currently handle an on-call rotation in anticipation of unforeseen issues that present themselves in the ordinary course of business. Cooperation between **BIGGS** and **GRIDLEY** allows the electrical department to be staffed adequately so that on-call staffing is effective. Ordinary call-outs are budgeted so that they do not have to be tracked individually. Notwithstanding the foregoing, if a call-out is required due to negligence of any person occurring within the territorial jurisdiction of **BIGGS**, **GRIDLEY** will be reimbursed pursuant to this Agreement for the cost of such call-out and **BIGGS**, in turn, may bill their customer or other responsible person to collect the costs so incurred. Likewise, when a call out is occasioned by negligence occurring within the territorial jurisdiction of **GRIDLEY** and cannot be handled by the budgeted call-out system, **GRIDLEY** will absorb the cost of such call-out, directly and, likewise, may bill their customer and pursue collection of any responsible parties.

Accordingly, **BIGGS** shall be responsible for over-time/call-out costs, in addition to those payments specified in Section 7, above, which occur in **BIGGS** due to the negligence of a person, firm or entity in **BIGGS**. For example, if a resident in **GRIDLEY** causes call-out costs in **GRIDLEY** (such as someone warned not to trim trees near lines over the weekend, but does so anyway and breaks a distribution line) the overtime and additional costs for such a situation shall be borne by **GRIDLEY**. If a similar situation occurs in **BIGGS**, **BIGGS** shall pay for such overtime/call-out costs. **BIGGS** shall be invoiced for such costs and shall pay such invoice within fifteen (15) days of presentation.

SECTION 10
Notice

Any notices given with reference to this Agreement shall be made either by personal delivery or United States mail, first-class postage prepaid, addressed as follows:

TO GRIDLEY:

CITY OF GRIDLEY
Attn. City Administrator
685 Kentucky Street
Gridley, CA 95948

TO BIGGS:

CITY OF BIGGS
Attn: City Administrator
POBox307
Biggs, CA 95917

SECTION 11
Effective Dates of Agreement

Subject to the prior approval and adoption by resolution of this Agreement by the Parties' respective City Councils, the Effective Date of this Agreement shall be from and after October 1, 2023 until either the expiration or early termination of this Agreement.

SECTION 12
No Third Party Beneficiaries

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

SECTION 13
Miscellaneous Provisions

THIS AGREEMENT contains all the terms and conditions between the parties with respect to electrical system maintenance services. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.

In the event of any dispute arising out of this Agreement, the prevailing party in any such adjudicated legal action, lawsuit or arbitration as the case may be, shall be entitled to an award of its reasonable attorneys' fees and actual legal costs incurred in such dispute.

THIS AGREEMENT may not be modified, except in writing signed by **THE PARTIES**.

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IN WITNESS WHEREOF, THE CITY OF GRIDLEY and THE CITY OF BIGGS by Resolution duly adopted by the respective City Councils have caused this Agreement to be signed by their mayors and attested by their City Clerks.

Dated: 10/3/23

CITY OF BIGGS

BY: [Signature]

ATTEST:

Acting Carrie Pahud
CITY CLERK

Dated: 10/3/23

CITY OF GRIDLEY

BY: [Signature]

ATTEST:

[Signature]
CITY CLERK

Exhibit A

City of Gridley Maintenance Agreement

Description of the City of Biggs Electrical System

- The City of Biggs Electrical System is described as any Material, Hardware, Conductor, Conduit, Support Structure, or Apparatus owned by the City of Biggs used in the delivery of electrical power to a Biggs utility customer starting at the PG&E 60kv transmission connection known as "Switch 15;" located on Dakota Avenue in the City of Biggs and ending at the Biggs Utility Customers Weather Head connection point or the Biggs Commercial Panel connection point.

Description of the Maintenance Provided to the City of Biggs Electrical System

- To the best of their ability, the City of Gridley Electrical Department will provide maintenance to the City of Biggs Electrical System including the Repair, Replacement, or Adjustment of any Material, Hardware, Conductor, Conduit, Support Structure, or Apparatus as listed in the attached "Covered Services for the Maintenance of The City of Biggs Distribution System" list, in accordance with, but not limited to the Regulations of the California Public Utilities Commission contained in General Order 95 and General Order 165 in the normal operation of the City of Biggs Electrical System.

The Following Items are not considered part of maintenance provided to Biggs

- Tree trimming around 60kv, 12kv, and Secondary Conductors
- Northern California Joint Pole Association Documentation
- Engineering Services
- Equipment Rental
- Metering Services (save and except as detailed in the "Covered Services for the Maintenance of the City of Biggs Distribution System list, attached hereto)
- Sets and Shut offs of Services
- Disconnection of Services at the pole
- After Hours and Overtime Charges
- Material
- Capital Improvement Projects
- Disposal of Materials/Fluids
- Testing of Materials/Fluids
- Hazmat clean-up

Covered Services for the Maintenance of The City of Biggs Distribution System

Poles

- Replacement
- Visibility strips
- Pole numbering
- Mud seals as needed
- Down guys
- Span guys
- Sidewalk guys
- Pole guys
- G.O. 165 service
- Access to Gridley stock

12 kv Distribution system Overhead

- Arm replacement Heavy and light arms
- Conductor repair/replacement
- Insulator repair/replacement
- Dead-end insulator installation
- Dead-end wedge clamp installation
- Transformer installation
- Fused cut-outs installation
- Fuse replacement
- Lighting arrestor installation
- Ground rod installations
- Air switch installation
- Underground Service Alerts
- Fault locator installation/service
- Trouble shooting
- Inspections
- G.O.95 services
- Access to Gridley Stock
- Capacitor installation/service

12 kv underground system

- Pad mount transformer installation
- Conductor installation
- Conduit Installation
- Dip feed pole installation
- Riser pole installation
- Transformer pad installation
- pad mount terminations
- Pole terminations
- Fault locator installation/service
- Underground Service Alert

- Trouble-shooting
- primary box installation
- primary switch installation
- Primary pedestal installation
- Inspections
- G.O. 125 services
- Temporary disconnection services
- Access to Gridley stock
- Installation Inspections

Secondary system overhead

- Service drop installations
- Secondary rack installations
- stand off bracket installation
- House attachments
- Trouble shoot customer complaints
- Conductor sizing
- Ground rod Installation
- G.O. 95 services
- Inspections
- Access to Gridley stock

Secondary system underground

- Conductor installation
- Conductor sizing
- Transformer connections
- Sweet hart Installations
- Trouble shooting
- Pull box installation
- Ground rod installation
- Inspections
- G.O. 125 services
- Underground Service Alerts
- Dip pole installation
- Riser pole installation
- Access to Gridley stock
- Installation inspections

Street- lights

- Installation
- Repair/Replacement
- Customer Service request
- Underground Service Alerts
- Inspections
- Access to Gridley stock
- Installation inspections

Substation

- Weekly inspections
- Trouble shooting
- Ground maintenance
- 12kv L/R maintenance
- Pump out transformer oil retaining system during rain
- Weekly battery inspection
- Standby/access to site for NCPA and ATT
- Annual station/relay testing
- Switching as needed
- PG&E coordination during annual switching
- NCPA notification during maintenance
- Customer notification of scheduled outages
- DGA testing of transformer oil
- Transformer oil testing/replacement/disposal
- Assist Engineer during testing
- Relay interrogation
- Bi-annual LTC inspections assistance to Engineer
- Battery Maintenance
- Research/Order parts as needed
- Maintain relay room

60kv Transmission

- Inspections
- Annual hardware check
- Maintenance of Dakota switch site

12kv Backup

- Inspections
- Maintenance of Line Recloser (L/R)
- Battery Maintenance
- Switching

Meter Services

- Occasionally install/replace residential and net meters that incidentally fail and that are funded by Biggs (Excludes capital projects).

System Coverage

- 24/7 standby