

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

Monday, February 7, 2022; 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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The Public is encouraged to attend and participate in person. Comments from the public on agenda items will be accepted until 4 pm on February 7, 2022, 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.

You may view using the following link, ID, and passcode:

<https://us06web.zoom.us/j/81220410799?pwd=cFdkTU11S25mSkdhbjlzNEFNyU3dz09>

Webinar ID: 812 2041 0799

Passcode: 209945

**OR**

Call-in using one of the following numbers, and the above ID and passcode:

1-(253) 215-8782

1-(720) 707-2699

To make a public comment during the Community Participation Forum or during the public portion of any agenda item, use the ‘raise hand’ feature and you will be called on when it’s your turn to speak.

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**CALL TO ORDER** - Mayor Johnson

**ROLL CALL**

**PLEDGE OF ALLEGIANCE** – Vice Mayor Farr

**INVOCATION** - None

**PROCLAMATION** – None

**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 December 15, 2021, and January 18, 2022
2. Second Reading and Adoption of Ordinance 836-2022: Ordinance Amending Chapter 17.74, Performance Standards, Section 17.74.030, Noise, In Title 17, Zoning, of the Gridley Municipal Code (Citywide)
3. Advertise to fill Volunteer Planning Commissioner Vacancies

## ITEMS FOR COUNCIL CONSIDERATION

4. FY 21/22 Budget Study Sessions Calendar
5. Renewal of Engineering Services Contract
6. Resolution No. 2022-R-005: A Resolution of the City Council of the City of Gridley Approving Application for CalRecycle SB 1383 Local Assistance Grant Program Funds
7. Resolution No. 2022-R-006: Approval of Support Services Program Agreement (SSPA) between the Northern California Power Agency, Authorization to Execute, and Appoint Designated Representatives on behalf of the City of Gridley under the Agreement
8. Resolution 2022-R-007: A Resolution Authorizing the City Administrator to Execute an Agreement with KD Anderson for a Traffic Study for use in the Industrial Park Land Divestment and RRT Sports Complex Park Grant

**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):*

Award Contract for Municipal Services Review	4/18/2022
Edler Estates	5/16/2022

## CLOSED SESSION

9. Closed session meeting with legal counsel pursuant to Government Code 54956.95 to discuss the liability claim of Mr. Angel Barrera Alvarado.

**ADJOURNMENT** – adjourning to a Regular meeting on February 22, 2022.

**NOTE 1: POSTING OF AGENDA-** This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., February 4, 2022. 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.



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

Wednesday, December 15, 2021; 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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### **CALL TO ORDER**

**Mayor Johnson called the meeting to order at 6:02 pm.**

### **ROLL CALL**

#### **Councilmembers**

Present: Sanchez, Jonson, Farr, Calderon  
Absent: Torres  
Arriving after roll call: None

**Staff present:** Cliff Wagner, City Administrator  
Elisa Arteaga, Finance Director

### **PLEDGE OF ALLEGIANCE**

**Council Member Sanchez led the Pledge of Allegiance.**

### **INVOCATION – None**

### **PROCLAMATIONS - None**

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

### **COMMUNITY PARTICIPATION FORUM**

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

### **STUDY SESSION**

1. Consideration of extension of Waste Management solid waste services contract

**Administrator Wagner opened the meeting explaining the need for the extension and said the question of ‘how long’ needs to be considered. He reviewed the contract history of Waste Management with the City.**

**Joe Cadelago of Waste Management provided proposal options for extended services.**

**There was no action taken, this meeting was informational only.**

**CITY STAFF AND COUNCIL COMMITTEE REPORTS**

**There were no reports.**

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

CJIS Radio Compliance Program for Police Dept	12/20/2021
Award Contract for Municipal Services Review	12/20/2021
Mid-Year Budget Review	1/18/2022
Presentation of RRT Park Grants	1/18/2022
City Engineering contract renewal/extension	1/18/2022
Audit Financials	1/18/2022
Edler Estates	3/21/2022

**CLOSED SESSION - None**

**ADJOURNMENT**

**With no items for further discussion, Council adjourned at 7:20 pm to the next regular meeting.**

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**Cliff Wagner, City Clerk**

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

Tuesday, January 18, 2022; 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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## **CALL TO ORDER**

**Mayor Johnson called the meeting to order at 6:00 pm**

## **ROLL CALL**

### **Councilmembers**

Present: Johnson, Sanchez, Farr, Torres, Calderon  
Absent: None  
Arriving after roll call: None

### **Staff present:**

Cliff Wagner, City Administrator  
Tony Galyean, City Attorney  
Rodney Harr, Chief of Police  
Danny Howard, Electric Utility Director  
Elisa Arteaga, Finance Director  
Donna Decker, Planner  
Dave Harden, City Engineer

## **PLEDGE OF ALLEGIANCE**

**Councilmember Torres led the Pledge of Allegiance**

## **INVOCATION – None**

## **PROCLAMATION – None**

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

## **COMMUNITY PARTICIPATION FORUM**

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

## **CONSENT AGENDA**

1. City Council minutes dated December 6 and December 20, 2021

2. Resolution Number 2022-R-001: A Resolution Adopting an Affirmative Marketing Lease Up Policy for the CDBG-DR MHP Program;  
Resolution Number 2022-R-002: A Resolution Adopting a Relocation Assistance Policy for the CDBG-DR MHP Program.
3. Council endorsement of Councilmember Calderon's Appointment to lead an Ad Hoc Committee on Gridley COVID-19 Relief Efforts in Cooperation with the Butte County Health Department (Councilmember Calderon)

**Motion to approve the consent agenda by Councilmember Torres, seconded by Councilmember Sanchez.**

**ROLL CALL VOTE**

**Ayes: Calderon, Johnson, Torres, Farr, Sanchez**

**Motion passed, 5-0**

**ITEMS FOR COUNCIL CONSIDERATION**

4. Rural Recreation and Tourism Grants Update – Verbal Report, Dave Harden

**Engineer Dave Harden provided a status on the RRT grant. This was informational only.**

5. Real Estate Purchase of 235 Virginia Street

**Administrator Wagner provided a thorough review of the staff report advising Council on the potential costs associated with a Phase II Environmental Assessment in the case they decide to have one done.**

**Pat Coghlan provided written comments and briefly spoke in reference to them stating his safety concerns.**

**Motion to approve the purchase of 235 Virginia Street without a Phase II at this time by Councilmember Calderon, seconded by Vice Mayor Farr.**

**ROLL CALL VOTE**

**Ayes: Johnson, Farr, Torres, Calderon**

**Abstain: Sanchez**

**Motion passed, 4- 1 abstention**

6. First Reading of Ordinance 836-2022: Zoning text amendment to Chapter 17.74, of the Gridley Municipal Code, Performance Standards, to establish the use of generators and allowable noise levels

**Planner Donna Decker reviewed the reason for, and the changes needed to the ordinance. This was a first reading and will be brought back at the February 7 meeting.**

**Motion to approve Ordinance 836-2022 by first reading of title only by Councilmember Torres, seconded by Vice Mayor Farr.**



## **ROLL CALL VOTE**

**Ayes: Sanchez, Calderon, Torres, Johnson, Farr**

**Motion passed, 5-0**

7. Resolution No. 2022-R-003: A Resolution of The Gridley City Council Authorizing the Purchase of a Utility Mobile Collection System Upgrade and Appropriating Supplemental Funds

**Finance Director Elisa Arteaga reviewed the staff report and addressed Council regarding the need for the upgraded equipment. A quote for the new equipment was provided.**

**Motion to approve Resolution No. 2022-R-003 by Vice Mayor Farr, seconded by Councilmember Calderon.**

## **ROLL CALL VOTE**

**Ayes: Farr, Calderon, Torres, Sanchez, Johnson**

**Motion passed, 5-0**

8. Resolution No. 2022-R-004: A Resolution of The City of Gridley Adopting a Lease Agreement Contract Between the City of Gridley and Motorola Solutions Incorporated for the Purchase of CJIS Compliant Radio System

**Chief Harr addressed Council, stating the need for the system for the Department to be compliant. A multi-year contract was presented, and staff recommended Option 4.**

**Motion to approve Resolution No. 2022-R-004 by Councilmember Calderon, seconded by Councilmember Sanchez.**

## **ROLL CALL VOTE**

**Ayes: Calderon, Farr, Johnson, Torres, Sanchez**

**Motion passed, 5-0**

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

**Mayor Johnson provided a report on the Butte County Mosquito and Vector Control District, Butte LAFCo and Sutter Butte Flood Control Agency meetings he attended.**

**Councilmember Calderon reported that he will be working with Administrator Wagner in conjunction with Butte County on COVID related issues.**

**Administrator Wagner announced the hiring of the new Human Resources Manager.**

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

Mid-Year Budget Review	2/7/2022
Audit Financials	2/7/2022
Award Contract for Municipal Services Review	2/22/2022
Edler Estates	3/21/2022

**CLOSED SESSION - None**

**ADJOURNMENT**

**With no items for further discussion, Council adjourned at 7:28 pm to the next regular meeting on February 7<sup>th</sup>.**

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**Cliff Wagner, City Clerk**

## City Council Agenda Item #2

### Staff Report

**Date:** February 7, 2022

**To:** Mayor and Councilmembers

**From:** Donna Decker, Planning Department

**Subject:** Second Reading and Adoption of Ordinance 836-2022: Zoning text amendment to Chapter 17.74, of the Gridley Municipal Code, Performance Standards, to establish the use of generators and allowable noise levels.

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

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#### Recommendation

Staff respectfully requests the City Council:

1. Adopt Ordinance 836-2022 by reading of title only, establishing the use of permanent and temporary stand-by generators and allowable noise levels.

#### Discussion

On January 18, 2022, the City Council adopted the first reading of Ordinance 836-2022, by reading of title only related to generator noise levels within zoning districts. The Council considered the addition of the code language to clarify the use, placement and noise levels for the use of generators during emergencies due to power failure or shut-off due to inclement weather, maintenance, or safety.

#### Fiscal Impact

There is no fiscal impact to the City by implementing this ordinance.

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

This course of action is consistent with the City of Gridley's commitment to ensure good service to its residents, and to maintain transparency in the planning process.

#### Public Notice

A notice was posted at City Hall, and made available at the Administration public counter, and placed on the City website for review. At the time this report was prepared no comments had been received.

#### Environmental Review

The proposed project is not considered a project pursuant to the California Environmental Quality Act.

#### Attachments:

1. Ordinance 836-2022

**ORDINANCE AMENDING CHAPTER 17.74, PERFORMANCE STANDARDS, SECTION 17.74.030,  
NOISE, IN TITLE 17, ZONING, OF THE GRIDLEY MUNICIPAL CODE (Citywide)**

**WHEREAS**, the City of Gridley received an application to install a permanent standby generator; and,

**WHEREAS**, the current Gridley Municipal Code does not allow noise generated by standby generators due to the adopted noise decibel levels; and,

**WHEREAS**, the Planning Commission reviewed the proposed amendment to include additional language to provide for the use of generators, whether temporary or permanently installed, recommending the City Council adopt the amendment to Chapter 17.74; and,

**WHEREAS**, the City Council of the City of Gridley duly introduced the ordinance on January 18, 2022 by reading of title only; and,

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

**SECTION 1:** Amend Chapter 17.74, Section 17.74.030 to add additional language and replace Section 17.74.030, Noise, as follows:

**17.74.030 Noise.**

A. All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a structure exceed at the lot line the values in Table 1 of this section. The sound level shall be measured with a sound level meter that conforms to specifications published by the American National Standards Institute (ANSI).

<b>Table 1</b> <b>EXTERIOR NOISE LIMITS</b> <i>(Levels not to be exceeded more than thirty minutes in any hour)</i>				
		<b>Noise Level (dBA)</b> <b>Noise Zone</b> <b>Classification*</b>		
<b>Adjoining Land Use Category</b>	<b>Time Period</b>	<b>R-S zones</b>	<b>All other zones</b>	
One and two family Residential	10 p.m. -- 7 a.m.		40	45
	7 a.m. -- 10 a.m.		50	55

Multiple dwelling Residential Public Space	10 p.m. -- 7 a.m.	45	50
	7 a.m. -- 10 p.m.	55	55
Limited commercial some multiple dwellings	10 p.m. -- 7 a.m.		55
	7 a.m. -- 10 p.m.		60
Commercial	10 p.m. -- 7 a.m.		60
	7 a.m. -- 10 p.m.		65
Light Industrial	Anytime		70
Heavy Industrial	Anytime		75
<p>* The classification of different areas of the community in terms of environmental noise zones is contained in the Noise Element of the General Plan. Additional area classifications should be used as appropriate to reflect both lower and higher existing ambient levels than those shown. Industrial noise limits are intended primarily for use at the boundary of industrial zones rather than for noise reduction within the zone.</p>			

## B. Permanent and Temporary Standby Power Supply

### a. Definitions:

1. Permanent standby power supply: A unit that is permanently installed and wired into the electrical panel in such a way as to provide instant standby power in the event of power failure.
2. Temporary standby power supply: A unit that is not permanently installed and is used in the course of a power failure.

### b. Generators may be used as an auxiliary power source during periods of emergency when primary service is shut-off due to inclement weather, maintenance, or safety.

1. A minimum of 4" concrete slab shall be provided for the placement/location of the unit.
2. The location on the site shall be no closer than 5 feet from the property lines at the rear and side yard setbacks for all zoning districts. No units are allowed in the front setback area.
3. Exhaust shall be located to face away from any window and door openings a minimum of ten feet from openings.
4. Installation shall meet all requirements and all of the building codes including, but not limited to the California Electric Code, Plumbing Code, Fuel Gas Code, and Flammable and Combustible Liquids Code.
5. Maximum allowable sound levels may be up to 70 decibels. Continuous use shall be in accordance with the manufacturer's installation and use recommendations. Continuous use is allowed only during times of emergency upon power failure or shut-offs as described above and does not include power shut-off due to non-payment of utility costs. Units may be tested in accordance with manufacturer's

recommendations but no more than every two months for a period less than 15 minutes in length between the hours of 10 am and 4 pm.

**SECTION 2:** This ordinance shall be effective thirty (30) days from the date of the second reading of the ordinance.

**I HEREBY CERTIFY** that the foregoing text amendments to Title 17 were introduced, by reading of title only, at a regular meeting of the City Council of the City of Gridley, California, held on the 18<sup>th</sup> day of January 2022, and the second reading and adoption by reading of title only at the regular City Council meeting of the City of Gridley held on the 7<sup>th</sup> day of February 2022, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

\_\_\_\_\_  
Cliff Wagner, City Clerk

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

APPROVED AS TO FORM:

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

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

**Date:** February 7, 2022

**To:** Mayor and City Council

**From:** Cliff Wagner, City Administrator

**Subject:** Advertise to fill Volunteer Planning Commissioner Vacancies

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

**Recommendation**

City staff respectfully requests the Mayor and City Council authorize staff to advertise to fill the volunteer City Planning Commissioner vacancies and then schedule brief interviews during a future Council meeting. In compliance with the Brown Act, the Council will not take action to appoint the candidates until a subsequent Council meeting.

**Background**

The seats of Commissioners Sumran Khan and Allan Cornett have expired, leaving two vacancies. It is recommended that we advertise to fill the vacancies. The City will advertise in the local paper and utilize social media including our official City, Recreation, and Police Facebook pages. The use of Facebook has resulted in a strong response in past recruitments.

In keeping with Section 2.12.030 of the Gridley Municipal Code, the Planning Commission is comprised of five members appointed by the City Council. At least four members shall be registered voters of the City. One member may be chosen from the registered voters who reside within a distance of one-half mile from city limits as measured from the nearest point of city limits to the nearest edge of the property of said resident being considered.

Interested applicants will be asked to complete the attached application. Interviews by Council can be conducted at the March 7<sup>th</sup> Council meeting with appointment of two new Commissioners being made at the March 21<sup>st</sup> meeting. The new Commissioners will receive an orientation by the City Planner prior to their initial Planning Commission meeting on April 20, 2022.

**Financial Impact**

There are no financial impacts associated with this Agenda item.

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

Active utilization of diverse community volunteers enhances our community's success and quality of life.

**Attachments**

- Planning Commission Application

APPLICATION FOR APPOINTMENT TO  
VOLUNTEER GRIDLEY PLANNING COMMISSION

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APPLICANT INFORMATION

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Name \_\_\_\_\_

Address \_\_\_\_\_, Gridley, CA 95948

Home Phone \_\_\_\_\_ Work/Cell Phone \_\_\_\_\_

Current Employer \_\_\_\_\_ E-mail \_\_\_\_\_

Are you at least 18 years of age? Yes ☐ No ☐

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EMPLOYMENT HISTORY

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Month/Year Worked From: _____ To: _____ No. of People Supervised _____ Hours per Week _____	Your Title _____ Duties _____ _____ _____ _____	Employer _____ Address _____ Supervisor _____ Reason for Leaving _____ _____
Month/Year Worked From: _____ To: _____ No. of People Supervised _____ Hours per Week _____	Your Title _____ Duties _____ _____ _____ _____	Employer _____ Address _____ Supervisor _____ Reason for Leaving _____ _____
Month/Year Worked From: _____ To: _____ No. of People Supervised _____ Hours per Week _____	Your Title _____ Duties _____ _____ _____ _____	Employer _____ Address _____ Supervisor _____ Reason for Leaving _____ _____



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### COVER LETTER AND RESUME

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

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### SUPPLEMENTAL QUESTIONS

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

1. Why are you interested in serving as a volunteer Gridley City Planning Commissioner?
2. Please explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Gridley community. Please address its relevance to the position of Gridley City Planning Commissioner.
3. How would you like Gridley to develop in the next 5 to 20 years?
4. Describe your thoughts about annexation of property within the City's sphere of Influence; the ideal types of business and industrial development within the City; and the types of commercial and housing development best suited for Gridley's long-term future.
5. Are you aware of any conflicts of interest that you may have if appointed as a Gridley City Planning Commissioner? If so, please provide additional background.
6. Is there anything else that you may wish to add that would help us get to know you a little better?

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Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Gridley City Hall at 685 Kentucky Street, Gridley, CA 95948 no later than 4:00 pm on Wednesday, March 2, 2022. Applications received after 4:00 pm will not be accepted.

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## City Council Agenda Item #4

### Staff Report

**Date:** February 7, 2022

**To:** Mayor and City Council

**From:** Elisa Arteaga, Finance Director

**Subject:** FY 21/22 Budget Study Sessions Calendar

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

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#### Recommendation

Staff respectfully requests the City Council provide dates of availability to review the FY 21-22 Operating and Capital budget. The mid-year review allows Council to provide further recommendations and direction on the overall budget in two proposed Study Sessions.

#### Background

The Finance Department has been actively meeting with department directors to review current expenditures and discuss future capital improvement projects. The mid-year review will provide the most current actual expenditure summary vs. the budgeted amounts. The study sessions allow for Council direction and public comment. Staff is suggesting two sessions can be held (March 3<sup>rd</sup> through 11<sup>th</sup>) on the following dates to allow for staff preparation of final report for March 21<sup>st</sup>, 2022, Council meeting.

Thursday March 3<sup>rd</sup> and Friday March 4<sup>th</sup>  
Tuesday March 8<sup>th</sup> and Wednesday March 9<sup>th</sup>  
Thursday March 10<sup>th</sup> and Friday March 11<sup>th</sup>

However, if Council's schedule does not allow for suggested dates, Council can opt for a later date between March 14<sup>th</sup> through the 25<sup>th</sup> for review and final approval at the April 4<sup>th</sup>, 2022, Council meeting.

#### Fiscal Impact

Budget Study Sessions only provide budgetary information to the City Council and the public. The budget will be revised as recommended and presented at a future Council meeting for consideration, approval, and adoption.

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

The City Council and City staff are committed to provide the best possible financial practices and the highest possible transparency regarding all financial transactions. This presentation is consistent with our ongoing effort to be responsive and transparent regarding all financial matters, as well as be congruent with best financial practices.

#### Attachments -None



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

**Date:** February 7, 2022  
**To:** Mayor and City Council  
**From:** Cliff Wagner, Administrator  
**Subject:** Renewal of Engineering Services Contract

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

**Recommendation**

Staff respectfully requests City Council consider renewing engineering services as outlined in the proposal from Bennett Engineering and authorize the City Administrator to sign said agreements.

**Background**

The City of Gridley entered into the current services agreement with Bennett Engineering on October 17, 2016. Since then, Bennett Engineering has provided high-quality civil engineering consulting services to the City of Gridley, working to find innovative and cost-effective engineering solutions to the City's transportation, water, wastewater, drainage, parks, and other critical infrastructure projects.

Acting as the City's contract Engineer, Bennett Engineering has provided critical continuity of leadership as the City tackled major challenges like the recent overhaul of industrial park infrastructure to accommodate the FEMA park demands, while positioning the City for success as those same infrastructure and property assets are now being prepared for market and development.

In addition to the standard City Engineering Services, at the request of the City of Gridley, Bennett Engineering also has provided additional support over the last 5 years of service, including but not limited to the following.

- Grants Funding pursuits
  - Feather River Sewer Crossing Feasibility Study - \$500,000+ amendment - CWSRF
  - Inflow and Infiltration Study - \$138,000 – USDA
  - Little Ave Sewer Force Main - \$1,800,000 – CWSRF pending
  - Watermain Replacement Planning - \$560,000 – DWSRF Pending
  - Wilson Well Rehab Planning - \$300,000 – DWSRF Pending
  - Manual Vierra Park
    - Tennis Court - \$177,000 Per Capita
    - SPP Grant - \$5,200,000 – not awarded
    - RRT Grant - \$3,000,000 submitted
  - Sprots Complex RRT - \$3,000,000 submitted
  - Pedestrian Connectivity - \$160,000 CMAQ
- CIP Projects
  - Electrical Building Expansion
  - Butte View Sewer Replacement

- Oak Peach Alley Sewer Replacement
- Feather River Sewer Monitoring
- Water System Risk and Resiliency Assessment
- Corps yard Sewer Lift Station Pump Replacement
- Fairview Lift Station Lining
- Emergency Pond Improvements
- WWTP Aeration Pilot Study
- Construction management of FEMA Site Development

The renewal of the current services agreement positions the City to be able to undertake and RFP process for future engineering services before the end of the current proposed agreement.

**Fiscal Impact**

The City engineering costs are spread across City Department budgets and are reflected in the Adopted FY 2021-2022 Budget.

**Attachments:**

1. Updated and Amended Engineering Services Proposal
2. Original Engineering Contract 2016

**AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT  
FOR CITY ENGINEERING SERVICES**

This Amendment is entered into as this day \_\_\_\_\_ of \_\_\_\_\_, 2021, by and between the City of Gridley ("City") and Bennett Engineering Services Inc ("Consultant"), who agrees as follows:

**RECITALS**

WHEREAS, the City of Gridley and Bennett Engineering Services Inc entered into a Contract for Services on October 17, 2016, for Professional Engineering Services (hereinafter "Agreement"); and

WHEREAS, the City and Consultant desire to extend the term of the Agreement through November 30, 2026.

**AGREEMENT**

NOW, therefore, the City and Consultant hereby agree to amend the Agreement as follows:

1. Section 1.2 of the Amendment entitled "Term of Services" is amended to reflect the term of the Agreement is December 1, 2021 up to and including November 30, 2026, unless sooner terminated or extended as provide by the Agreement.
2. Exhibit "B" of the Agreement is amended to reflect the Consultant's rate schedule for the 2021/2022 Fiscal Year as indicated in the attached Exhibit "B", attached hereto and incorporated herein by reference.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF GRIDLEY

BENNETT ENGINEERING SERVICES

By: \_\_\_\_\_  
Cliff Wagner, City Administrator

By: \_\_\_\_\_  
Trinidad J. Campos, Vice President

Attachments: Exhibit B – 2021/2022 BEN|EN City Engineering Rate Schedule

### WE OFFER THE FOLLOWING RATES FOR CITY ENGINEERING SUPPORT SERVICES:

- **Standard City Engineer Duties** ..... \$130/hour
- **Special City Assignments for City Engineer**.....\$157/hour
- Project Studies and Design..... Standard Rates Apply, see below

## STANDARD RATE SCHEDULE I 2021/2022 FISCAL YEAR

<i>Professional Staff</i>	<i>Hourly Rate</i>	<i>Professional Staff</i>	<i>Hourly Rate</i>
Principal Engineer .....	\$265	Grant Administration/Management.....	\$150
Project Manager VI .....	\$235	Grant Application Support .....	\$80
Project Manager V .....	\$225	Public Outreach Coordinator/Graphic Designer .....	\$120
Project Manager IV .....	\$210	Engineering Tech VI .....	\$165
Project Manager III .....	\$195	Engineering Tech V .....	\$155
Project Manager II .....	\$185	Engineering Tech IV .....	\$145
Project Manager I .....	\$168	Engineering Tech III .....	\$132
Engineer/Surveyor VI .....	\$215	Engineering Tech II .....	\$122
Engineer/Surveyor V .....	\$205	Engineering Tech I .....	\$112
Engineer/Surveyor IV .....	\$195	Designer IV .....	\$175
Engineer/Surveyor III .....	\$185	Designer III .....	\$165
Engineer/Surveyor II .....	\$168	Designer II .....	\$147
Engineer/Surveyor I .....	\$153	Designer I .....	\$132
Engineering Intern II .....	\$88	Inspector III (Field Prevailing Wage Std) .....	\$219
Engineering Intern I .....	\$68	Inspector II (Field Prevailing Wage Std) .....	\$194
Surveyor IV (Field Prevailing Wage Std) .....	\$243	Inspector I (Field Prevailing Wage Std) .....	\$169
Surveyor I (Field Prevailing Wage Std) .....	\$191	Labor Compliance Specialist .....	\$110
Senior Specialist .....	\$180	Project Controls Specialist .....	\$100
Expert Witness .....	\$438	Administrative .....	\$85

## ADDITIONAL RATE INFORMATION

- Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) and subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium. Work mandated by Prevailing Wage laws will be billed accordingly.
- Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit. Direct project administrative hours will be billed at the rate shown above.
- Classifications may be added or removed as-needed without notice.
- Changes in the requested scope of work or projected schedule may result in the revision of the proposed fees and amendment to the total contract amount.
- Rates are subject to change annually effective July 1st.



**CITY OF GRIDLEY PROFESSIONAL SERVICES AGREEMENT  
FOR  
CITY ENGINEERING SERVICES**

This Agreement is entered into this 17th day of October, 2016, by and between the City of Gridley, a California municipal corporation ("City"), and Bennett Engineering Services, a California "S" corporation ("Consultant").

**RECITALS**

A. Consultant desires to perform and assume responsibility for the provision of professional city engineering 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 city engineering consultant services ("Services"). The Services are more particularly described in Exhibit "A."

1.2 Term of Services. This Agreement shall be effective as of December 1, 2016 and shall end on November 30, 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 at the rates set forth in Exhibit "B."

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: Paul Eckert, City Administrator

Consultant:  
Bennett Engineering Services  
1082 Sunrise Avenue, Suite 100  
Roseville, CA 95661  
Attn: Orin Bennett, PE, President

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

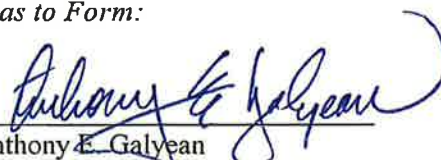
BENNETT ENGINEERING SERVICES

By:   
Frank Hall  
Mayor

By:   
Orin Bennett, PE  
President

Attest:  
By:   
Paul Eckert  
City Clerk

Approved as to Form:

By:   
Anthony E. Galvean  
City Attorney

## STATEMENT OF QUALIFICATIONS



## Approach to Providing Services to the City

Bennett Engineering Services (**BENIEN**) provides city and district engineering, water resources, transportation, land development, and grant funding assistance services to cities and other agencies. **BENIEN consistently offers clients small-firm service with timely response, constant availability, personal contact, and with the talent and resources necessary to meet all city needs.** **BENIEN** has grown over the years, but our core senior staff team remains relatively small. Most are licensed professionals, many with more than 20 years of experience. **The City of Gridley is precisely the type of client our firm is set up to serve.** We often refer to this service we provide as an "extension of staff" and perform best by working side-by-side with city staff. Our goal is to assist you with providing service to your local community and to deliver projects on time and within budget, with an emphasis on avoiding difficulties that can lead to undesirable attention.

We understand the City Engineer must have an intuitive understanding of the operations of small city governance and must possess a clear and concise understanding of elected official responsibilities and desires; budgeting and cost-control requirements; grant funding opportunities and mechanisms; Capital Improvement Program (CIP) requirements, priorities, and budgeting processes; the demands and responsibilities of the City Administrator; and the needs and priorities of the community and its stakeholders. **BENIEN establishes a special reduced City Engineer billing rate to ensure cost effective services to the city. Only when funding is established and we start a project do we charge the city our regular project rates. We will be happy to provide you with a rate schedule upon request.**

The City Engineer has the responsibility to inform the City Administrator on public works issues, address public works concerns presented by the elected officials, and address the concerns of the community. The duty to attend and present to the City Council at the request of the City Administrator is a primary function of the City Engineer. The Council will want to listen and ask questions about the technical portion of projects. It is the responsibility of the engineer to be prepared to present and answer those questions.

**Communication:** The City Administrator has many areas of responsibility and the City Engineering function is to support the City Administrator by preparing staff reports, project progress updates and recommendations for Council action. Communication with the City Administrator is vital to the success of City governance.

**Capital Improvement Program:** One of the most useful tools available to the city is a Capital Improvement Program (CIP). When properly developed, it provides a benchmark communication tool for city staff and City Council members. It can establish priorities, define funding requirements, and assist in budgeting. The CIP provides Council members

with an answer to citizens' questions about when work is scheduled, and can be amended by City Council as priorities change.

**Funding:** Small cities, such as Gridley often suffer from insufficient funds to complete desired and required projects. To achieve essential projects, cities such as Gridley must pursue grant funding and low-interest loan opportunities. There are many funding sources available, and the City Engineer must inform the city of those sources, recommend pursuit of applicable sources, and manage those grant funds appropriately. **BENIEN has a track record of securing state and federal grant funds for city infrastructure improvement projects, including SRF funds for water and wastewater system improvements and Caltrans transportation (HSIP/ATP/CMAQ/HBP/STP program) funding for road and bridge improvements.**

### Coordination with the Caltrans Office of Local Assistance:

The City Engineer has the responsibility to be in compliance with state and federally funded transportation project delivery requirements, as outlined in the Local Assistance Procedures Manual (LAPM). The following documents are critical to the city's ability to process state and federally funded projects:

- ▶ Master Agreements for delivery of State & Federal funded projects
- ▶ Local Agency DBE Plan & Policy (Exhibit 9-A & 9-B)
- ▶ Local Agency ADA Plan & Policy (Exhibit 9-C)
- ▶ Quality Assurance Program (QAP)
- ▶ Compliance with LAPM Chapter 10 – Procurement & checklist (Exhibit 10-C)
- ▶ Local Agency Indirect Cost Rate & Plan Reimbursement Agreement (if needed)

**Project Management:** **BENIEN** takes pride in finding innovative and cost-effective engineering solutions to roadway, water, wastewater, drainage, site improvement, and other important infrastructure projects. The City Engineer prepares, reviews, and delivers complete contract documents for city projects. At the discretion of the City Administrator and the City Council, those plans, specifications, and estimates can be prepared by the City Engineering staff or by a selected design consultant. It is the responsibility of the City Engineer to assure the City Administrator that the contract documents are complete and accurate. Budgeting and cost control are also a very important part of the City Engineer's primary responsibilities in project delivery. **BENIEN** follows a strict quality control plan using internal controls and methodology. We provide technical resources to ensure deliverables are accurate, complete, and meet the city's requirements.

**Review Plans and Specifications:** Future development projects must fall within the city's general plan guidelines and be constructed in accordance with the city construction standards and appropriate engineering principles. The engineer has responsibility to ensure those parameters are met.

## EXHIBIT B: SCHEDULE OF FEES

### City of Gridley City Engineer

We offer the following reduced rates to the City of Gridley:

<b>Standard City Engineer Duties:</b>	<b>\$120/hour</b>
<b>Special City Assignments for City Engineer:</b>	<b>\$140/hour</b>
<b>Project Studies and Design:</b>	<i>Standard Rates Apply, see below</i>

## Rate Schedule | Fiscal Year 2016/2017

### Professional Staff

<i>Professional Staff</i>	<i>Hourly Rate</i>	<i>Professional Staff</i>	<i>Hourly Rate</i>
Principal Engineer .....	\$235	Designer IV .....	\$155
Project Manager IV .....	\$205	Designer III.....	\$140
Project Manager III.....	\$195	Designer II.....	\$126
Project Manager II.....	\$180	Designer I.....	\$116
Project Manager I.....	\$165	CAD Tech IV .....	\$132
Engineer VI .....	\$205	CAD Tech III .....	\$120
Engineer V .....	\$195	CAD Tech II .....	\$108
Engineer IV .....	\$180	CAD Tech I .....	\$98
Engineer III .....	\$165	Inspector III.....	\$160
Engineer II .....	\$155	Inspector II.....	\$140
Engineer I .....	\$140	Inspector I.....	\$120
Engineering Tech IV .....	\$140	Administrative .....	\$70
Engineering Tech III.....	\$126	Engineering Intern.....	\$64
Engineering Tech II.....	\$116	Special Technical Consultant.....	\$165
Engineering Tech I.....	\$106	Expert Witness.....	\$425

### Additional Rate Information

- ▶ Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) & subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit.
- ▶ Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Substantial changes in the required Scope of Work or Schedule will result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1<sup>st</sup>.

**ACORD™****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Dealey, Renton &amp; Associates</b> <b>P. O. Box 12675</b> <b>Oakland, CA 94604-2675</b> <b>510 465-3090</b>	<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C, No, Ext):</b> 510 465-3090 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com <b>FAX (A/C, No):</b> 510 452-2193	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Fire Insurance Co of H <b>INSURER B:</b> Continental Casualty Company <b>INSURER C:</b> American Casualty Company of Re <b>INSURER D:</b> Navigators Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 20478 20443 20427 42307
<b>INSURED</b> <b>Bennett Engineering Services, Inc.</b> <b>1082 Sunrise Avenue, Suite 100</b> <b>Roseville, CA 95661</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6011209494	01/01/2016	01/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6011209494	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	6011209589	01/01/2016	01/01/2017	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	6011209544	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	<b>Professional Liability</b>			CM16DPL058300IV	01/01/2016	01/01/2017	\$2,000,000 per Claim \$4,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services.

30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

Re: Project #16-607 - The City of Gridley, all subconsultants and the indemnified parties are named as Additional Insureds for General and Auto Liability. Insurance is primary and non-contributory per policy form. Severability of Interest applies to the General Liability policy. Waiver of Subrogation applies to Workers' Compensation.

<b>CERTIFICATE HOLDER</b> <b>City of Gridley</b> <b>Attn: Paul Eckert, City Administrator</b> <b>685 Kentucky Street</b> <b>Gridley, CA 95948</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM**

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

**1. ADDITIONAL INSURED – BLANKET VENDORS**

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

**1. The insurance afforded the vendor does not apply to:**

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

**2. MISCELLANEOUS ADDITIONAL INSUREDS**

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

**a. Additional Insured – Your Work**

That person or organization for whom you do work is an additional insured solely for liability





due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph F.9. of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

**b. State or Political Subdivisions**

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

**c. Controlling Interest**

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

**d. Managers or Lessors of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**e. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This Insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

**f. Owners/Other Interests – Land is Leased**

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**g. Co-owner of Insured Premises**

A co-owner of a premises co-owned by you and covered under this Insurance but only with respect to the co-owners liability as co-owner of such premises.

**h. Lessor of Equipment**

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to **Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:**

**H. Other Insurance**

4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

**4. LEGAL LIABILITY – DAMAGE TO PREMISES**

- A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k.**

**Damage To Property,** Is replaced by the following:

**k. Damage To Property**

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.





Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to **any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

**5. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

**6. Broad Knowledge of Occurrence**

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e. Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;

- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

**7. Bodily Injury**

**Section F. Liability and Medical Expenses Definitions**, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

**8. Expanded Personal and Advertising Injury Definition**

- a. The following is added to **Section F. Liability and Medical Expenses Definitions**, item 14. **Personal and Advertising Injury**, in the **Businessowners General Liability Coverage Form**:

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

1. Not done intentionally by or at the direction of:

- a. The insured; or
- b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

2. Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b. The following is added to Exclusions, **Section B.:**

**(15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

**(16) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c. This provision (**Expanded Personal and Advertising Injury**) does not apply if

**Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

**9. Personal and Advertising Injury Re-defined**

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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

**Date:** February 7, 2022

**To:** Mayor and City Council

**From:** Cliff Wagner, Administrator

**Subject:** Resolution No. 2022-R-005: A Resolution of the City Council of the City of Gridley Approving Application for CalRecycle SB 1383 Local Assistance Grant Program Funds

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

---

**Recommendation**

City staff respectfully recommends that the Mayor and City Council approve and adopt Resolution No. 2022-R-005 approving the submittal of the Application for the Department of Resources Recycling and Recovery (CalRecycle) SB 1383 Local Assistance Grant Program to assist with costs of implementation of regulation requirements associated with SB 1383.

**Background**

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must reduce organic waste disposal 50 percent by 2020 and 75 percent by 2025 and rescue for people to eat at least 20 percent of currently disposed surplus food by 2025.

CalRecycle is administering a one-time grant program meant to provide aid in the implementation of regulations adopted by the Department pursuant to Chapter 395, Statutes of 2016 and SB170 Budget Act of 2021. This non-competitive grant program provides \$20,000 to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

**Discussion**

On December 16, 2021, staff applied for the CalRecycle Low Population Waiver for Cities of Special Districts Providing Solid Waste Services. On January 1, 2022, this application was approved and remains in force for a period of five years. The Low Population Waiver exempts Applicants from residential organic waste collections, monitoring and a range of other regulatory requirements, but does not waive a jurisdiction's obligation to comply with the other requirements including, but not limited to, promoting and providing information to generators about waste prevention, community composting, managing organic waste on site and other means of recovering waste.

Eligible project costs that may be funded under the SB 1383 Local Assistance Grant Program include:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis

- Procurement Requirements (using recycled organic products – compost, mulch, electricity, and/or renewable gas and recycled paper and paper products)
- Record Keeping

**Fiscal Impact**

The SB 1383 Local Assistance Grant Program is purposed to assist local agencies with the costs of implementation of regulation requirements and should result in minimal to no fiscal impact to the City of Gridley in the first year of implementation.

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

This course of action is consistent with the City of Gridley's commitment to achieve maximum efficiency for operations and services.

**Attachments**

1. Resolution No. 2022-R-005
2. Grant Application Guidelines

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE APPLICATION  
FOR THE CALRECYCLE LOCAL ASSISTANCE GRANT PROGRAM**

**WHEREAS**, Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant and payment programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority, CalRecycle is required to establish procedures governing the administration of the payment programs; and administration of the application, awarding, and management of the grant programs; and

**WHEREAS**, CalRecycle's procedures for administering payment and grant programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment and grant program.

**WHEREAS**, successful Applicants will enter into a Grant Agreement with the State of California to complete the Grant Scope program;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
GRIDLEY, AS FOLLOWS:**

1. The City of Gridley is authorized to submit an application to CalRecycle for any and all grant and payment programs offered; and
2. Certifies that the City Administrator, or his designee is hereby authorized and empowered to execute in the name of the City of Gridley all documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure funds and implement the approved grant or payment project; and
3. Affirms that these authorizations are effective from the date of adoption through January 1, 2024.
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

**I HEREBY CERTIFY** that the foregoing resolution was duly introduced and passed at the regular City Council meeting of the City of Gridley held on the 7<sup>th</sup> day of February, 2022, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

---

Cliff Wagner, City Clerk

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Bruce Johnson, Mayor



January 2022

Department of Resources Recycling and Recovery

# **SB 1383 Local Assistance Grant Program Application Guidelines and Instructions**

**Fiscal Year 2021–22  
Revised January 10, 2022**

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# Grant Cycle Overview

The Department of Resources Recycling and Recovery (CalRecycle) offers the SB 1383 Local Assistance Grant Program pursuant to Chapter 395, Statutes of 2016. This non-competitive grant program will provide one-time funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

This resource document provides applicants with instructions to access and complete the application online and information about grant administration. The web-based application is in CalRecycle's [Grants Management System \(GMS\)](https://www.calrecycle.ca.gov/Funding/GMS/) (<https://www.calrecycle.ca.gov/Funding/GMS/>). The applicant will need to sign in to GMS to complete and submit an application.

**Note:** The following terms used in this document are defined below, unless the context clearly indicates otherwise:

- “Applicant” refers to either the legal name of the entity that is legally responsible for grant administration and any entity that will receive and control grant funded equipment, if awarded, or to a person who is completing an application on behalf of the Applicant (this is usually the primary contact listed on the application, but could also be the secondary contact, signature authority, or consultant).
- “You” refers to a person who is completing the application on behalf of the Applicant.

## Timeline

### February 1, 2022: Application Due Date

- Applicants must submit applications in GMS by 11:59 p.m. on this date.
- Customer service will be available until 4:00 p.m. on this date.

**Note:** There is only one application period. All applicants must submit an application by February 1, 2022 to be considered for first and second round funding.

### March 1, 2022: Secondary Due Date for First Round Funding

- Approved Resolution, and if applicable, Letters of Designation and Letters of Authorization, must be uploaded in GMS by this date if it was not submitted with the application.

### June 14, 2022: Secondary Due Date for Second Round Funding

- Approved Resolution, and if applicable, Letters of Designation and Letters of Authorization, must be uploaded in GMS by this date if it was not submitted with the application.

### April 1, 2022 (tentative): Grants Awarded for First Round Funding

- CalRecycle considers funding recommendations, and if approved, conditionally awards grants on this date.

**Note:** Applicants with outstanding debt owed to CalRecycle will not receive funding unless debt is paid by March 1, 2022.

### **September 1, 2022 (tentative): Grants Awarded for Second Round Funding**

- CalRecycle considers funding recommendations, and if approved, conditionally awards grants on this date.

**Note:** Applicants with outstanding debt owed to CalRecycle will not receive funding unless debt is paid by August 15, 2022.

### **April 2, 2024: Grant Term End for First Round Funding**

### **September 2, 2024: Grant Term End for Second Round Funding**

**For milestones that take place during the grant term, refer to the Procedures and Requirements document.**

## **Eligible Applicants**

California Labor Code section 1782 prohibits a charter city from receiving state funding or financial assistance for construction projects if that charter city does not comply with Labor Code sections 1770-1782. If any applicants or participating entities are charter cities or Joint Powers Authorities that include charter cities, the lead participating entity must certify on the Detail tab of the application that Labor Code section 1782 does not prohibit any included charter city from receiving state funds for the project described in this application. If it is determined after award that an applicant or participating entity is a charter city prohibited from receiving state funds for this grant project, the grant will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Eligible applicants include:

- City
- County
- City and county
- Regional or Joint Powers Authorities
- Special Districts that provide solid waste collection services

## **Individual Application**

An Individual Application is one in which a single eligible entity will be responsible for grant implementation. The applicant in an Individual Application will be responsible for the performance of the grant and all related documentation. In addition, the applicant will be the only entity receiving any real or personal property that is purchased with grant funds.

## **Regional Application**

Local governments may join together in a Regional Application in which two or more eligible jurisdictions join together for the purpose of grant implementation. A Regional Lead Participant must be designated to act on behalf of all Non-Lead Participants. The Lead Participant is the applicant, and if awarded, will be the grantee responsible for the performance of the grant and all required documentation. CalRecycle will direct all official correspondence and grant payments to the Lead Participant. If a jurisdiction is a Non-Lead Participant in a Regional Application, it may not apply individually.

## **Joint Powers Authority Application Requirements**

Joint Powers Authorities (JPA) may submit a grant application as an individual applicant. An entity may not submit an individual application if that entity is also a member of an applicant JPA. In addition to the requirements for an Individual Application, a JPA must upload a copy of its JPA Agreement.

The JPA Agreement must:

1. Give authority over solid waste management.
2. List all member entities.
3. Contain the signature of all members.

## **Eligible Projects/Products**

Eligible activities and costs include:

- Capacity Planning
- Collection
- Edible Food Recovery
- Education and outreach (includes organic waste & edible food recovery)
- Enforcement and Inspection
- Program Evaluation/Gap Analysis
- Procurement Requirements (using recycled organic products – compost, mulch, electricity, and/or renewable gas and recycled paper and paper products)
- Record Keeping

## **Available Funds**

- \$57,000,000 is available for this grant cycle, fiscal year 2021–22, subject to funding availability.
- \$20,000 base award for each eligible applicant.
  - CalRecycle provides estimated funding amounts on the Notice of Funding Availability page for applicants to budget anticipated costs of implementing the program.
- CalRecycle will distribute remaining funds to eligible entities based on per capita calculations using the Department of Finance's January 2021 population statistics.

## **Ordinance Requirement**

Applicants must identify the status of adopting an enforceable ordinance(s), or similarly enforceable mechanism, pursuant to section 18981.2 of Title 14 of the California Code of Regulations.

Applicants who certify they will adopt an ordinance to CalRecycle by April 1, 2022, will be eligible to receive first round funding (Spring 2022). In addition, the first round of awardees may be eligible to receive additional remaining funds from entities who did not apply.

For applicants who adopt an ordinance after April 1, 2022, awards will be delayed to the second round.

## Grant Term

The Grant Term for first round funding begins on April 1, 2022 (tentative) and ends on April 2, 2024. The Grant Term for second round funding begins on September 1, 2022 (tentative) and ends on September 2, 2024.

For detailed information about requirements within the grant term, refer to the Procedures and Requirements document.

## Eligible and Ineligible Costs

Grantees may incur eligible costs only during the Grant Term. For detailed information about eligible and ineligible costs, refer to the Procedures and Requirements document.

## Questions

Refer to the [Frequently Asked Questions page](https://www.calrecycle.ca.gov/organics/slc/owrlocalassistancegrant/faq202122) (<https://www.calrecycle.ca.gov/organics/slc/owrlocalassistancegrant/faq202122>). If your answer is not listed, send your question to [grants@CalRecycle.ca.gov](mailto:grants@CalRecycle.ca.gov).

## Public Records Requests

CalRecycle's policy is to make records requested by the public promptly available in accordance with the laws governing disclosure of records and information to the public. In general, all records in the possession of a state agency are public records subject to disclosure, unless a law provides that a particular kind of record or information is not a public record or is exempt or prohibited from disclosure.

Upon request, the entire contents of the submitted application are subject to public records requests. This may include contact information, project summary, uploaded documents, and scoring information. Public records may be requested from CalRecycle through the [California Public Records Act Requests web page](https://www2.calrecycle.ca.gov/Forms/ContactUs/PublicRecordsRequest/) (<https://www2.calrecycle.ca.gov/Forms/ContactUs/PublicRecordsRequest/>).

## Confidentiality

The following describes the treatment of certain confidential or proprietary information under the California Public Records Act (Government Code 6250, et seq.) and related regulations. It also describes how questions are resolved on whether information is truly confidential, the legal protections for confidential information, and internal and program procedures to maintain confidentiality.

### Confidential or Proprietary Information

Title 14 of the California Code of Regulations (14 CCR), [sections 17041-17046](https://www.calrecycle.ca.gov/Laws/Regulations/Title14/) (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), states that confidential or proprietary information shall include, but is not limited to:

- Personal or business-related financial data, customer client lists, supplier lists and other information of a proprietary or confidential business nature provided by persons in applications, reports, returns, certifications or other documents submitted to [CalRecycle] which if released would result in harmful effects on the person's competitive position.
- Tax information prohibited from disclosure, pursuant to the Revenue and Taxation Code.

Accordingly, appropriate documents submitted with an application that are clearly marked, on each page, “confidential or proprietary information” will be treated by CalRecycle pursuant to the procedures set forth in 14 CCR sections 17041-17046. However, the law does not treat documents marked as “confidential or proprietary information” (such as sales brochures, promotional literature and other general non-financial documents) as confidential if they do not fall within the categories of protected financial documents listed above.

**What if there is a question about what is confidential?**

If CalRecycle receives a request to disclose data claimed by the applicant to be confidential, CalRecycle would notify the applicant of the request and state that the documents were under review to determine whether information was correctly identified as “confidential.” If there was any question as to whether specific information was confidential, CalRecycle would contact the person(s) identified in the application to provide a justification and statement why the information is confidential. The process for evaluating confidentiality claims is set forth in section 14 CCR 17046.

**What procedures does CalRecycle have in place to ensure that confidential information is kept confidential?**

Confidential or proprietary information will be evaluated and analyzed only by CalRecycle staff, kept confidential, and will be maintained with restricted access. Records no longer needed to provide the services offered under the grant program are periodically destroyed, when allowed by audit policies and state law.

# Application Instructions

## Application Access

The application is available in CalRecycle's web-based Grants Management System (GMS). Access to GMS is secure; therefore, you must have a CalRecycle WebPass to log in to the system. Those who have not previously obtained a CalRecycle WebPass can create an account at the [CalRecycle WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

To start an application:

1. Log in to [GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>).
2. Select **Apply for a Grant** on the left.
  - All open grant cycles are displayed in a table.
3. Find SB 1383 Local Assistance, OWR: 2021–22 and select **Start Application**.
  - A pop-up window will appear asking for contact information. If you have an existing GMS Account, the information may be auto populated.
  - GMS will automatically add you as the Primary Contact for the new grant application however; you may update this later.
4. Click **Save**.

## GMS Tabs - Application Contents and Instructions

The components of the application are divided into tabs. To fill out an application, click on each tab and complete the sections in each tab as required. General directions are on the top of each tab, and detailed information about the requirements for each tab is listed below.

The applicant is responsible for a complete application. This includes signing documents, uploading required documents, and submitting the application by the due date(s). Failure to do so will result in disqualification from the SB 1383 Local Assistance Grant Program.

Examples of disqualifications may include:

- Applicant does not meet the eligibility requirements.
- Project is not eligible.
- Applicant fails to use required CalRecycle documents or forms.
- Applicant uploads incomplete or blank documents to the Documents tab.
- Signature Authority fails to sign Application Certification or any document that requires a signature.
- The online application is incomplete or missing information.
- Applicant fails to certify that they will have an enforceable ordinance, or similarly enforceable mechanism, pursuant to section 18981.2 of Title 14 of the California Code of Regulations by the required due dates.

## Summary Tab

This tab provides a summary of the application, due dates, resource documents and links, application documents, and the Application Submission section. It is the applicant's responsibility to submit all required documents, based on the particular grant application/project, by the appropriate due date.

## Applicant/Participant Tab

The applicant name is the legal name of the entity that is legally responsible for grant administration, if awarded.

1. Select the **Add Applicant/Participant** button and type in the **Applicant Name** and **County**. Do not enter your personal name.
2. Search the table for the correct applicant name and select **Add Applicant/Participant**.
3. Choose the **Lead Participant** radio button and click **Save**.
  - Every application must have a Lead Participant even if it is an individual application with no Non-Lead Participants.

If the Participant Search List does not contain your Applicant/Participant name:

1. Click on **Add New Applicant/Participant**.
2. Enter the **Applicant/Participant Name** as it appears on the Resolution. Do not include the department or unit name. Do not enter your personal name.
  - List county names with the name first followed by the word “County,” e.g., “Sacramento County.”
  - List city names as “City of” followed by the city’s name, e.g., “City of Sacramento.”
3. Complete all required fields then click **Save**.

For Regional, or Joint Powers Authority Applications, add the name of each eligible Non-Lead Participant and select the Participating Jurisdiction radio button.

For a list of eligible applicants, please see the Grant Cycle Overview section titled “Eligible Applicants.”

## Detail Tab

Complete this tab as follows:

1. Enter a dollar amount in the **Grant Funds Requested** field. Do not exceed the maximum grant award amount provided to you.
2. Enter the **Assembly Districts and Senate Districts**. To select more than one district hold the “Ctrl” key while selecting the numbers.
3. Enter the applicant’s **Department Name**, e.g., “General Services.” If the applicant does not have a department, enter the applicant’s name.
4. Enter the grant payment mailing address.
5. **Project Summary/Statement of Use**: Enter a detailed description of your project.
6. Select the appropriate option for the Resolution Requirement and optional Letter of Designation.
7. Select the appropriate answer for Program Questions.

## Contacts Tab

CalRecycle requires the application to have only one Primary Contact and at least one Signature Authority. Each application contact may be granted access by checking the box on the top of the contact’s detail screen. The contact will be able to log in to GMS using their own CalRecycle WebPass and access the application.

- **Primary Contact.** One person who the Signature Authority or their designee has authorized to manage and oversee the grant. This person will be the first contact with whom the Grant Manager will communicate.
- **Signature Authority.** The person(s) authorized to sign CalRecycle documents, such as grant applications, grant agreements, etc., as authorized by a board/council-adopted Resolution or Letter of Designation.
- **Secondary Contact.** A person authorized (by the Primary Contact or Signature Authority or their designee) as the alternate person with whom the Grant Manager will communicate. (Not required.)
- **Consultant.** A professional who provides advice in an area of expertise. If CalRecycle awards a grant to the applicant, the consultants may manage the grant or only conduct specific activities, based on a written agreement between the applicant and the consultant outlining work to be performed. (Not required.)

### **Budget Tab**

Select the applicable budget category and enter the dollar amount provided in the 1383 Local Assistance Grant Program Funding Estimates spreadsheet (URL) and detailed budget detail information. The total must equal the Grant Funds Requested amount shown on the Detail tab.

### **Documents Tab**

See the Application Documents section in the Summary tab for documents that must be uploaded in the Documents tab.

When uploading a document, enter a document title, select the appropriate document type from the drop-down list, and enter the date that it was executed/signed, if applicable, or select “today’s date.” Utilizing a document form other than the official CalRecycle versions, tampering with the CalRecycle version, or otherwise circumventing imposed character limits may subject the applicant to disqualification.

## **Application Submittal and Deadline**

The **Submit Application** button located in the Summary tab will be enabled after all required documents have been uploaded.

Click the **Submit Application** button and the application status will change to **Submitted**. You can only submit the application once; however, you may upload the following documents until the secondary due date: Resolution, Letter of Designation, Letters of Authorization, and JPA Agreements.

You must submit your application no later than 11:59 p.m. on February 1, 2022. Customer service will be available until 4:00 p.m. on the application due date either by emailing [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov) or calling Melissa Sanford at (916) 341-6104.

**Note:** Applications that are not submitted by the due date will be deleted from GMS.



# Application Documents

## Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program), and cannot be completed using the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” function, is considered incomplete and may be sent back to the applicant.

Once the document(s) have been signed by the Signature Authority, upload the digitally signed document, or scan the wet signature and save it to GMS. Retain the original document for potential CalRecycle audits. See Audit Considerations section of the Procedures and Requirements document for more information.

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## CalRecycle Documents

Altered or reproduced CalRecycle documents or templates may result in automatic disqualification of your application. Unless a document specifies that it may be reproduced as necessary, **do not** alter CalRecycle documents. If you are having trouble with a document, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov) or call Melissa Sanford at (916) 341-6104.

Below is a list of CalRecycle documents:

### Application Certification

The Application Certification is a required application document that must be generated from GMS.

After you have completed each tab of the application and uploaded the required documents, generate the Application Certification from the Summary tab. Once the Application Certification is signed, upload it to the Documents tab.

## Applicant’s Required Authorization Documents

Below is a list of required authorizing documents by application type that the applicant is responsible for preparing and uploading to their application.

**Note:** For Resolution, Letter of Authorization, and Letter of Designation templates refer to the [CalRecycle Resolution and Letter Examples](https://www.calrecycle.ca.gov/Funding/SampleDocs) (<https://www.calrecycle.ca.gov/Funding/SampleDocs>) web page. CalRecycle staff are available to answer questions about the Resolution or to review your draft Resolution to ensure it meets the requirements of the grant program. You may upload the Resolution to your application as a “Draft Resolution,” or, for immediate review, email it to [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

### **Individual Application Authorization Documents:**

If **subject to a governing body** the applicant must submit a Resolution no later than the secondary due date or CalRecycle will deem the application incomplete and your application will be moved to the second funding round. The Resolution must:

1. Authorize submittal of an application for one or more specifically named CalRecycle grant(s), payment programs, or for all CalRecycle grants or payment programs for which the applicant is eligible.
2. Identify the time period, up to five years, during which the authorizations are valid.
  - a. Five years is encouraged; however, periods of less than five years are acceptable.
3. Identify the Signature Authority by listing the job title of the person(s) authorized to sign all grant-related documents necessary to implement and close-out the grant(s).
  - a. (Optional but encouraged) The Resolution should authorize the Signature Authority to delegate their signature authority to another person identified by job title. Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.

**Note:** The Signature Authority must sign a Letter of Designation **prior** to the designee's exercise of their authority.

### **Regional Application Authorization Documents:**

#### **Lead Participant**

Applicant must submit a Resolution no later than the secondary due date or CalRecycle will deem the application incomplete and your application will be moved to the second funding round.

The Resolution must:

1. Authorize submittal of a Regional Application on behalf of itself as Lead Participant and all other Non-lead Participants for a specifically named CalRecycle grant or payment program.
2. Identify the time period, up to five years, during which the authorizations are valid.
  - a. Five years is encouraged; however, periods of less than five years are acceptable.
    - i. A Resolution that is valid for more than one year must contain either:
      1. A list of all potential jurisdictions that may serve as Non-Lead Participants, or
      2. A provision that the Signature Authority may alter the list of Non-Lead Participants for each grant cycle.
3. Identify the Signature Authority by listing the job title of the person(s) authorized to sign all grant-related documents necessary to implement and close-out the grant(s).
  - a. (Optional but encouraged) The Resolution should authorize the Signature Authority to delegate their signature authority to another person identified by job title. Applicants can only submit a Letter of Designation if the corresponding Resolution includes designee language.

### **Non-Lead Participant**

The Non-Lead Participant prepares the Letter of Authorization (LOA) and gives the Lead Participant authorization to apply for and to act on its behalf in the implementation and administration of the grant or payment program.

Applicant must submit a Letter of Authorization no later than the secondary due date or CalRecycle will remove the Non-Lead Participant(s) from the application.

The LOA must:

1. Be on the Non-Lead Participant's official letterhead.
2. Specify grant or payment program name.
3. Be valid for as long as the Lead Participant's Resolution, not to exceed five years; otherwise, the participating entity must date the letter within the last 12 months.
4. Authorize the Lead Participant to submit a Regional Application and act as Lead Agency on behalf of the Non-Lead Participant.
5. Authorize the Lead Participant to execute all documents necessary to implement the grant or payment program.
6. Be signed by an individual authorized to contractually bind the Non-Lead Participant.

### **Joint Powers Authority Agreement**

Joint Powers Authorities (JPA) must upload a copy of their JPA Agreements giving them authority to conduct the project, listing all member entities, and containing the signature of all members. CalRecycle does not require Letters of Authorization for JPA applicants. A JPA applicant must still upload a Resolution as a part of their application and list all JPA members as Non-Lead Participants on the Applicant/Participant tab.

### **Letter of Designation**

CalRecycle requires a Letter of Designation (LOD) only when the Signature Authority identified in the approved Resolution chooses to delegate their signature authority to another person.

The approved Resolution must indicate the Signature Authority's ability to delegate or designate their authority. The applicant must upload the LOD **prior** to the designee's exercise of their authority. If the designee signs an application document in place of the Signature Authority, the applicant must upload the LOD with their application.

The LOD must:

1. Be on the applicant's letterhead.
2. Include the job title of the designee and the scope of the designee's authority.
3. Include the time period during which the designee may exercise the authority.
4. Be signed by the Signature Authority.

The designee's authority may not extend beyond the effective date of the approved Resolution. For example, if the Resolution is effective until December 31, 2022, then the Letter of Designation may not be effective beyond December 31, 2022. If the letter does not identify a valid time period, the letter will follow the same time frame as the Resolution.

# **Grant Review and Award Process**

## **Grant Application Review Process**

After the close of the application period, CalRecycle staff will review the applications for completeness and eligibility. Only complete applications will be considered for award.

## **Grant Award Process**

For qualifying applications, CalRecycle staff will develop funding recommendations for the consideration and approval of CalRecycle's Director, or their designee; tentatively scheduled for April 1, 2022 and September 1, 2022. CalRecycle reserves the right to partially fund or fund individual phases of selected proposals, and CalRecycle may fund an amount less than requested.

CalRecycle reserves the right to not award any grant funds under one or more cycles.

## **Grant Award Conditions**

If recommended for award, this grant will be subject to the following condition:

1. The recommended grantee for round one funding must pay all outstanding debts due to CalRecycle, or bring current outstanding payments owed to CalRecycle, by March 1, 2022.
2. The recommended grantee for round two funding must pay all outstanding debts due to CalRecycle, or bring current outstanding payments owed to CalRecycle, by August 15, 2022.

**Failure to comply with the above condition will void the grant award.**

# Grant Program Administration

## Application Certification

The Application Certification will be the Grant Agreement that binds the Grantee to CalRecycle's requirements as outlined in the documents below. These documents shall guide the grantee's administration of the grant project.

Following CalRecycle's approval of the grant awards, CalRecycle will email grantees the information below.

- **Award email**
- **Exhibit A: Terms and Conditions**
  - Contain CalRecycle standard legal requirements for grants
- **Exhibit B: Procedures and Requirements**
  - Contain specific requirements for administering this grant, including but not limited to project, reporting, and audit requirements

## Reporting Process

CalRecycle requires grantees to report on the progress and expenditures on a bi-annual basis. The Procedures and Requirements document contains reporting information and deadlines.

**Note:** This requirement is subject to change at CalRecycle's discretion.

## Payments

Funds must be placed into an interest-bearing account. Tracking and reporting of interest earned (if any) on the funds is not required. All interest accrued and received from the funds shall be used only for eligible expenses related to the performance of this Agreement.



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

**Date:** February 7, 2022

**To:** Mayor and City Council

**From:** Cliff Wagner, Administrator

**Subject:** Resolution No. 2022-R-006: Approval of Support Services Program Agreement (SSPA) between the Northern California Power Agency, Authorization to Execute, and Appoint Designated Representatives on behalf of the City of Gridley under the Agreement

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

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**Recommendation**

City staff is seeking approval of the Support Services Program Agreement (SSPA) between the Northern California Power Agency (NCPA) and the City of Gridley (Gridley), by which NCPA may offer to provide certain support services to Gridley and authorize the City Administrator to sign the Agreement. Further, appoint the City Administrator, together with the City Attorney as the Designated representatives under the SSPA and delegate authority to such Designated Representatives to execute Confirmations as described in the SSPA for selected services desired by Gridley for amounts not to exceed \$125,000 per Confirmation.

**Background**

The City of Gridley is a member of the Northern California Power Agency (NCPA), a joint action agency providing members with opportunities for joint generation, transmission and other projects, as well as other supporting programs such as scheduling and dispatch services and legislative advocacy services to publicly owned utilities throughout Northern California. Gridley currently receives benefits from various projects and programs offered at NCPA. NCPA has expanded service offerings to its Members under the attached Support Services Program Agreement to improve the service offerings by NCPA to its Members and provide additional economies of scale and savings through joint contracting among members.

Approval of the SSPA with NCPA will allow Gridley the opportunity to become a signatory to the agreement and thereby have the benefit of utilizing various support services available and offered by NCPA. Examples of such support services include, but are not limited to, joint purchasing, engineering services, transmission and distribution planning, power marketing and analysis, employee training, employment and human relations assistance, customer services and billing, metering and data management, power plant operations, and other forms of assistance and professional services relating to the operation of a publicly owned electric utility, as related to either the generation, transmission, or distribution of electricity or the wholesale or retail operation of such a utility, all within the scope of the NCPA Joint Powers Agreement. Services under the SSPA are voluntary, and each member is able to select and pay for such support services as needed for their particular organization. Under the SSPA, Designated Representatives are responsible for committing to individual service offerings on behalf of the member organization and such Designative Representatives are delegated authority by their City Council to bind Gridley to contractually receive and pay for such elected services. The agreement is evergreen, with two years advance written notice of termination required.

**Fiscal Impact**

Costs related to this agreement will be based on Gridley's level of participation and use of the various services offered in each specific procurement activity or service provided by NCPA. Each individual service Confirmation is limited to a not to exceed amount of \$125,000.

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

This course of action is consistent with the City of Gridley's commitment to achieve maximum efficiency for operations and services.

**Attachments**

1. Resolution 2022-R-006
2. Support Services Program Agreement (available to the public for review at the Administration Counter in City Hall)



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING THE SUPPORT SERVICES PROGRAM AGREEMENT WITH THE NORTHERN CALIFORNIA POWER AGENCY, AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT, AND APPOINTING DESIGNATED REPRESENTATIVES UNDER THE SUPPORT SERVICES PROGRAM AGREEMENT**

**WHEREAS**, the City of Gridley is a Member of the Northern California Power Agency (NCPA), a joint action agency providing members with opportunities for joint generating, transmission and other projects, as well as other supporting programs such as scheduling and dispatch services and legislative advocacy services to publicly owned utilities throughout Northern California; and

**WHEREAS**, The City of Gridley currently receives benefit from various projects and programs offered at NCPA; and

**WHEREAS**, NCPA has expanded service offerings to its Members by offering additional support services such as joint purchasing, engineering services, transmission and distribution planning, power marketing and analysis, employee training, employment and human relations assistance, customer services and billing, metering and data management, power plant operations, and other forms of assistance and professional services relating to the operation of a publicly owned electric utility, as related to either the generation, transmission, or distribution of electricity or the wholesale or retail operation of such a utility; and

**WHEREAS**, Approval of the Support Services Program Agreement (SSPA) between the Northern California Power Agency (NCPA) and the City of Gridley (Gridley) will provide the opportunity for Gridley to utilize the benefits of these additional services; and

**WHEREAS**, The SSPA provides that Designated Representatives are responsible for committing to individual service offerings on behalf of a member organization and that the governing board of said Member delegate authority to bind Gridley to contractually receive and pay for service offerings in writing through a confirmation process; and

**WHEREAS**, Staff recommends that the City Council of the City of Gridley approve the SSPA and that the City Administrator together with the City Attorney be appointed as Designated Representatives under the SSPA and be delegated the authorities outlined in said agreement for amounts not to exceed \$125,000 per Confirmation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRIDLEY, AS FOLLOWS:**

1. The above Recitals are true and correct and are incorporated herein as findings of the Gridley City Council;
2. City of Gridley hereby approves the Support Services Program Agreement between the Northern California Power Agency and City of Gridley and authorizes the City Administrator or his delegate to execute the agreement; and

3. City of Gridley hereby appoints the City Administrator, together with the City Attorney as the Designated Representatives under the SSPA and delegates all authority to them to execute Confirmations for amounts not to exceed \$125,000 per Confirmation for services under the SSPA.

**I HEREBY CERTIFY** that the foregoing resolution was duly introduced and passed at the regular City Council meeting of the City of Gridley held on the 7<sup>th</sup> day of February, 2022, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

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Cliff Wagner, City Clerk

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Bruce Johnson, Mayor

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

**Date:** February 7, 2022  
**To:** Mayor and Councilmembers  
**From:** Donna Decker, Planning Department

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

**Subject:** Resolution 2022-R-007; A resolution authorizing the City Administrator to execute an agreement with KD Anderson for a traffic study for the CEQA process and RDA Industrial Park land divestment

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**RECOMMENDATION**

Staff respectfully requests the City Council:

1. Approve Resolution 2022-R-007

**Summary**

The city is developing a Tentative Subdivision Map to subdivide the property in the Industrial Park into parcels in order to meet the requirements of the divestment of real estate capital assets in accordance with the Long Range Property Management Plan. The tentative map requires CEQA analysis to move forward; a traffic study is necessary to fulfill the CEQA process. A resolution is attached to this staff report authorizing the City Administrator to execute an agreement for the consultant, KD Anderson to move forward with the study.

**Discussion**

The Industrial Park has had many studies done and created for its development. In the '90's a Specific Plan was developed, the Redevelopment Agency (RDA) Industrial Park Complex plan and revisions were envisioned in the 2000's and the General Plan Update 2030 reviewed traffic impacts overall. The RDA plans envisioned an industrial complex with light to heavy industrial uses. No traffic study was done for this master plan. When the Long Range Property Management Plan was approved by the Department of Finance (DOF), it obligated the city to divest itself of approximately ½ of the lands. The DOF approved the plan allowing the westerly half for government use consisting of the sports complex, a combined Electric Dept, Dept of Public Works, and Parks and Recreation corporation yard, and a transit facility (park and ride) with a building and shelters to be developed in the future. All of the previous documents discussed only industrial uses. This is an issue for CEQA because when land use changes or become intensified, the data changes as well and determinations for levels of service, vehicle miles traveled and the resulting mitigations are determined. Over the life of the studies there has remained concern about the impact to the intersection at West Liberty and Independence Place, West Liberty and Hwy 99, and stacking room when trains are running; likewise, the impacts on Hwy 99 north and south bound turning onto West Liberty Road.

In the case of the Tentative Map moving forward, the land uses have changed as described. In order to prepare the Mitigated Negative Declaration a traffic analysis is necessary to determine what the impacts may be with the land use changes. This is necessary to fulfill the requirements of the capital asset divestiture plan.

**Fiscal Impact**

The fiscal impact is the estimated cost of \$30,000 for the Traffic Study to complete the CEQA analysis. The cost will be funded through the RDA fund to complete the divestment of real property capital assets.

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

This course of action is consistent with the City of Gridley's commitment to maintain transparency in the fiscal and planning process.

**Public Notice**

A notice was posted at City Hall, and made available at the Administration public counter, and placed on the city website for review. At the time this report was prepared no comments had been received.

**Environmental Review**

The proposed project is not considered a project pursuant to the California Environmental Quality Act.

**Attachments:**

1. Resolution Number 2022-R-007
2. Proposal KD Anderson

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AUTHORIZING THE CITY  
ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR A TRAFFIC STUDY**

**WHEREAS**, the State of California, Department of Finance approved the City of Gridley Long Range Property Management Plan on December 29, 2015, outlining the process for the divestment of the city's real property capital assets; and,

**WHEREAS**, the City Council of the City of Gridley received an Informational Report and reviewed the Tentative Subdivision Map developed to meet its obligations in the divestment of its real property capital assets in accordance with the Long Range Property Management Plan; and,

**WHEREAS**, a traffic study is required to complete the CEQA environmental analysis required to implement the divestment process.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRIDLEY RESOLVES AS FOLLOWS:**

The City Administrator is hereby authorized and directed to execute an agreement for a Traffic Study, attached herein as Exhibit A.

**I HEREBY CERTIFY** that the foregoing resolution was introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 7<sup>th</sup> day of February 2022, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ATTEST:

APPROVE:

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Cliff Wagner, City Clerk

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Bruce Johnson, Mayor

Resolution No. 2022-R-007  
Exhibit A

February 2, 2022

Ms. Donna Decker, Planning Director  
**City of Gridley**  
685 Kentucky Street  
Gridley, CA 95948

**RE: PROPOSAL TO PREPARE TRANSPORTATION IMPACT ANALYSIS FOR  
INDUSTRIAL – SPORTS COMPLEX MASTER PLAN PROJECT, GRIDLEY, CA**

Dear Ms. Decker:

Thank you for contacting our firm regarding consultant services for the City's **Industrial – Sports Complex Master Plan Project** in south Gridley. As we are aware, the proposed project envisions uses in the Gridley Industrial Park Master Plan area as a combination of Industrial, Recreational and Public Uses on a 77 acre (net) site located west of SR 99 and north of West Liberty Road. The site was the subject of an EIR in 2003 with Industrial use and included in the 2030 General Plan. Since that time guidance of evaluation of project transportation impacts under the California Environmental Quality Act (CEQA) has changed, as have the requirements of the State of California Department of Transportation (Caltrans). An updated Transportation Impact Analysis is needed to address the new project and confirm to those requirements.

This letter transmits our proposal to prepare the required analysis, which will be formatted in two sections. The first section is the evaluation of the project's impacts under CEQA. This section will present the existing setting, describe the characteristics of the project and address impacts as they relate to Vehicle Miles Traveled (VMT), alternative transportation modes (pedestrian, bicycle, transit) and safety on state highways. The second section is a Local Traffic Operations Analysis (LTA) that will describe the short-term and long-term effects of the project within the context for City General Plan policies and provide support for the CEQA evaluation of effects on State highways. The LTA will address conditions occurring on weekday a.m. and p.m. peak hours and the Saturday midday hour of peak Recreation Complex use, and both project specific and cumulative effects will be addressed. Because we have not discussed the project with Caltrans or other City staff, the boundaries of the LTA study area have been estimated based on my experience with other industrial and recreational projects, but these assumptions will need to be confirmed with each agency.

**Work Program.** Our work program is attached.

**Schedule.** We propose to complete the traffic study (Tasks 1.1 - 8.1) and provide you with our draft report within sixteen (16) weeks of receiving authorization to proceed.

**Budget:** We propose to complete this assignment for a fee of **\$30,000.**

*Ms. Donna Decker, Planning Director*  
**City of Gridley**  
*February 1, 2022*  
*Page 2*

We appreciate the opportunity to work with you on this project. If this proposal is accepted, please sign the attached Consultant Agreement and return a copy to us as authorization to proceed. Retain a copy for your records.

Please feel free to contact me at (916) 660-1555 if you have any questions or need more information.

Sincerely yours,

**KD Anderson & Associates, Inc.**

A handwritten signature in black ink, appearing to read 'K D Anderson', with a long horizontal flourish extending to the right.

Kenneth D. Anderson, P.E.  
President

Attachments: Scope of Work, Budget  
Consultant Agreement



# INDUSTRIAL / SPORTS COMPLEX MASTER PLAN PROJECT

## TRANSPORTATION IMPACT ANALYSIS

### SCOPE OF WORK

February 2, 2022

This proposal is for the preparation of a Transportation Impact Analysis addressing the project specific and cumulative impacts of the 77 acre Gridley Industrial – Sports Complex Master Plan.

### PHASE 1 STUDY INITIATION

**Task 1.1 - Initiate Study.** To initiate the study, KDA will contact Caltrans, BCAG and City of Gridley staff to discuss the project, operating assumptions and our scope of work. We will collect from all appropriate agencies any data not previously obtained that is relevant to the CEQA analysis and Local Traffic Operations Analysis (LTA).

If any agency requests revisions to the study scope, the client will immediately be notified, and we will work to negotiate a contract amendment that addresses these new issues or study locations, as applicable.

**Task 1.2 - Establish Study Base Assumptions.** To provide a consistent basis for the analysis, a number of basic assumptions need to be developed and approved prior to performing the analysis. As outlined below, these assumptions, at minimum, are being proposed to cover the essential components of the traffic analysis and to provide specific detail as to the work that will be performed.

1. **VMT Analysis.** We will conduct a screening level analysis based on Office of Planning and Research (OPR) guidance. We will review VMT efficiency mapping provided by BCAG to consider whether the project area is in a low VMT generating area. We will qualitatively describe effects of developing new community oriented recreational opportunities on regional travel. However, special runs of the MCAG traffic model to identify the project's net VMT effects is not proposed.
2. **LTA Sphere of Influence.** We expect that our LTA will address the main route providing access to the site.

Three (3) existing intersections will be analyzed, including:

1. SR 99 / Hollis Lane
  2. SR 99 / W. Liberty Road
  3. W. Liberty Road / Independence
3. **Period of Analysis.** Three time periods will be investigated in this traffic analysis.
- Weekday a.m. peak hour (7:00 to 9:00 a.m.)
  - Weekday p.m. peak hour (4:00 to 6:00 p.m.)
  - Saturday midday (noon to 2:00 p.m.): *Existing and Existing plus Project conditions only*

Available intersection turning movement counts from Caltrans or other studies that preceded COVID-19 will be used, but new traffic counts will be made as needed and adjusted to non-COVID conditions using cell-phone based data from StreetLight Data Inc. of historic Caltrans counts.

4. **Level of Service Calculation.** The LOS calculation at intersections will use the Highway Capacity Manual (HCM, 6<sup>th</sup> Edition) using SYNCHRO software.
5. **Analysis Scenarios.** The project is to be evaluated quantitatively under the following scenarios:
  - Existing Conditions adjusted for COVID-19, as applicable;
  - Existing Plus Project Only with only existing site access to W. Liberty Road;
  - Long Term Cumulative conditions without the Project (no site development); and,
  - Long Term Cumulative conditions with Project Buildout with completion of General Plan Circulation Element Streets (i.e., Kentucky Street and Vermont Street extensions).
6. **Basis for Cumulative Traffic Volumes.** We will make use of best available data to identify long term conditions, which is likely to include forecasts from the current version of the BCAG regional travel demand forecasting model. The best source will be identified in consultation with City and Caltrans staff. New model runs will be made to reflect future road extensions.
7. **Future Roadways.** Future roadways or transit improvements that should be assumed under each scenario will be identified through consultation with the City, including assumptions relating to the Kentucky Street and Vermont Street extensions, as well as plans for other area projects.
8. **Access to SR 99.** No direct site access to SR 99 will be assumed under any scenario.

## **PHASE 2     EXISTING SETTING**

**Task 2.1 - Evaluate Existing Traffic Conditions.** An inventory of all critical streets and intersections in the study area will be created through a site visit. New traffic counts will be conducted as needed. A traffic baseline of operating conditions will be determined through the performance of capacity analyses (i.e., Level of Service) for peak hour traffic volumes. The extent to which current traffic volumes satisfy warrants for signalization will be determined.

**Task 2.2 - Identify Facilities Serving Alternative Transportation Modes.** We will identify current and planned facilities for pedestrians, bicyclists and transit users.

## **PHASE 3     PROJECT TRIP GENERATION / DISTRIBUTION / ASSIGNMENT ANALYSIS**

Project characteristics would be quantified using appropriate analytical techniques.

**Task 3.1 - Estimate Project Trip Generation, Distribution and Assignment.** Under this task, the project's trip generation will be estimated assuming standard published trip generation rates for the facilities incorporated into the project. The distribution of the project's recreation use trips will be assumed to be based on the regional distribution of residences within the community, while trips generated by industrial uses would be based on regional commute patterns, as well as the location of

regional transportation corridors. The assignment of project trips to the local circulation system and the adjacent street system will reflect the current patterns at the site access and least time travel path along alternative routes.

#### **PHASE 4 BACKGROUND TRAFFIC CONDITIONS**

The volume of background traffic at study area intersections will be estimated for Long Term Cumulative Conditions for the LTA.

**Task 4.1 - Identify Approved Projects.** KDA will identify applicable approved projects in consultation with City staff. Information of the respective traffic studies will be reviewed, but a trip generation/distribution/assignment analysis will be conducted for those projects without studies if needed to assign traffic locally.

**Task 4.2 - Identify Long Term Cumulative Traffic Volumes.** KDA will create long term intersection turning movement volumes for the study intersections using the best available data. Because the current version of the BCAG regional travel demand forecasting model does not assume the extensions of Vermont Street and Kentucky Street into the site, we will modify the model's land use and roadway link network to address these facilities and project uses.

#### **PHASE 5 PROJECT CEQA TRANSPORTATION IMPACTS**

The extent to which the development of the project, by itself, causes impacts that are significant under CEQA would be determined, as indicated in the tasks that follow:

**Task 5.1 - Conduct VMT Impact Assessment.** Because Butte County and the City of Gridley have not adopted their own standards, the status of the project with regards to its regional VMT impact will be determined based on guidance from the Office of Planning and Research (OPR). An initial screening will be conducted to determine whether any part of the project has impacts that can be presumed to be less than significant without future analysis based on its locally serving nature or other designated criteria. An explanation of those findings will be provided.

For industrial uses we will make use of available VMT efficiency mapping provided by BCAG to determine whether the project lies within an area that generates "per employee" at a rate that satisfies the OPR suggested goal of a 15% reduction from baseline conditions.

**Task 5.2 - Assess Impacts to Alternative Transportation Modes.** The project's relative impacts to alternative transportation modes (i.e., transit, pedestrians, bicycles) will be assessed based on applicable significance criteria relating to safety, support for planned facilities and operational effects based on demand.

**Task 5.3 - Assess Safety Impacts on Caltrans Facilities.** Under CEQA the project's effect on safety on the state facilities is an impact criteria. Safety metrics, including turn lane queue storage, sight distance and effects at railroad crossings will be identified and quantified using methods that are acceptable to Caltrans using information from the LTA.

## **PHASE 6    LOCAL TRAFFIC OPERATIONAL ANALYSIS**

Project specific and cumulative traffic effects will be investigated and quantified using appropriate analytical techniques to confirm consistency with City of Gridley General Plan requirements (LOS) and to assess safety. The analysis scenarios described under Task 1.2 would be studied.

**Task 6.1 - Prepare Traffic Volume Forecasts.** Current background volume will be expanded to future conditions based on BCAG model results. Plus Project traffic volume forecasts will be made by superimposing project trips onto background conditions, if appreciable.

**Task 6.2 - Calculate Level of Service, Traffic Signal Warrant and 95<sup>th</sup> Percentile Queues.** Any circulation system improvements that should be assumed to be constructed by others under each scenario will be identified in consultation with City staff. Peak hour Levels of Service (LOS), and 95<sup>th</sup> percentile queues will be calculated at the intersections under study. Traffic volumes at unsignalized intersections will be compared to peak hour traffic signal warrants.

**Task 6.3 - Analyze Projected Traffic Conditions and Identify Significant Effects.** Peak hour LOS will be analyzed to determine if conditions that are not consistent with General Plan policies can be anticipated at any of the study locations and over the circulation system in general. Locations exceeding City or Caltrans minimum Levels of Service standards will be noted, and the extent to which traffic signal warrants are satisfied will be determined. 95<sup>th</sup> percentile queues in turn lanes will be compared to available storage to identify potential spillover. Tabular materials contrasting conditions under each evaluation scenario will be prepared. On completion of the technical and field analysis, alternative solutions will be considered to address specific impact locations.

## **PHASE 7    MITIGATION MEASURES / ALTERNATIVE IMPROVEMENTS**

**Task 7.1 - Mitigation Measures / Alternative Improvements.** If any project CEQA impacts are determined to be significant, measures will be discussed to attempt to mitigate impacts to a “less than significant” level. In addition, where safety impacts or inconsistency with General Plan LOS policies is found, alternative improvements will be identified. Improvements for traffic effects will consider implementation of improvement projects in existing mitigation fee programs, as well as those improvements already conditioned for other projects, as well as new solutions. Such improvements may include traffic signal installation or modification, intersection, roadway and shoulder improvements and roadway signing and striping changes. Levels of Service with improvements will be calculated.

**Task 7.2 - Identify Mitigation / Improvements Responsibility.** We will discuss the project’s responsibility for installing or contributing to the cost of improvements. Cumulative improvements that are already part of adopted funding programs would be identified. For those improvements not included in a fee program, the project’s share of forecast traffic on area roads would be determined and used to suggest project responsibility.

## **PHASE 8    REPORT PREPARATION**

**Task 8.1 - Prepare Draft Traffic Study.** KDA will prepare appropriate text, tabular and graphic materials documenting analysis, results, and recommendations. The draft report would be finalized, as necessary, based on comments received from the Client.

## PHASE 9 REPORT REVISION / RESPONSE TO COMMENTS

**Task 9.1 - Respond to County / Caltrans Comments.** The draft report may be provided to Butte County and Caltrans for review and comment. We will revise the draft report once based on one (1) consolidated set of comments from these agencies.

## PHASE 10 PRESENTATIONS / MEETINGS

**Task 10.1 - Presentations / Meetings.** We anticipate coordinating our work with City staff, and two (2) video meetings are included to discuss initial assumptions / data and to review the draft report. We have not budgeted for additional meetings following delivery of our report as part of our base proposal, as the extent of our further involvement with the project is unknown. Additional meetings would be attended if authorized by the client and would be billed separately.

### BUDGET

GRIDLEY INDUSTRIAL / SPORTS COMPLEX MASTER PLAN PROJECT TRANSPORTATION IMPACT ANALYSIS FEE (2/2/2022)					
Phase	Description	Personnel Hours			
		Principal Engineer	Traffic Engineer Transportation Planner	Tech / Clerical	Total
1	Study Initiation	2	2	0	4
2	Existing Setting	2	16	0	18
3	Project Trip Generation / Distribution / Assignment Analysis	2	12	0	14
4	Background Cumulative Traffic Volumes	2	48	0	50
5	CEQA Impacts / VMT	2	16	0	18
6	Traffic Operational Analysis	2	28	0	30
7	Mitigation Measures / Alternative Improvements	2	8	0	10
8	Report Preparation	14	2	8	24
9	Revisions / Response to Comments	4	4	4	12
10	Coordination / Meetings	6	0	0	6
	Total Hours	38	136	12	186
	Billing Rate	\$175	\$150	\$50	
	Labor Cost	\$6,650	\$20,400	\$600	\$27,650.00
	Direct Costs (traffic counts at 3 intersections \$450; StreetLight Data				\$2,350.00
	<b>Total Base Budget</b>				<b>\$30,000.00</b>

# CONSULTANT AGREEMENT

**Parties:** This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between \_\_\_\_\_, subsequently referred to as the "CLIENT" and **KDAnderson & Associates, Inc.**, subsequently referred to as "KDAnderson".

**Project:** By joining in this Agreement, the CLIENT retains KDAnderson to provide transportation consultant services related to Industrial-Sports Complex Master Plan, Gridley, CA subsequently referred to as the "PROJECT".

**Scope:** By this Agreement, the Scope of KDAnderson's services on the PROJECT is limited to:

1. Preparation of a Report, as summarized in proposal to Ms. Donna Decker, City of Gridley, dated 02/02/22 (attached).

**General:** The attached General Conditions are incorporated into and made a part of this agreement.

**Fee:** KDAnderson agrees to provide services covered by this agreement for a lump sum fee of \$30,000.

Any additional services requested by the client related to this work will be billed in accordance with the fee schedule below:

Principal Engineer	\$175/hour
Transportation Engineer	\$150/hour
Draftsman/Clerical	\$50/hour

If project requirements encountered indicate that the scope of services covered by this Agreement should be revised, an additional agreement or written addendum to this Agreement shall be entered into to cover the revised scope and fee. Should the CLIENT authorize a revision in the scope of services without a revision to this Agreement, KDAnderson shall be compensated for services actually performed at the above rates.

**KDAnderson & Associates, Inc.**

## CLIENT AUTHORIZATION

By:

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

(       )  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

Kenneth D. Anderson, P.E.  
President

Date: 02/02/22

\_\_\_\_\_  
Signature

Date:

**KDA**

## GENERAL CONDITIONS

- Entry:** Client will furnish Right-of-Entry for field studies.
- Warranty:** Services performed by KDAnderson under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar conditions, and will prepare reports, plans, specifications and estimates in accordance with applicable federal, state and local guidelines. No other warranty, expressed or implied, is made.
- Client recognizes that his agreement or disagreement with the conclusions of reports shall not be the basis for performance and shall not affect payment or other provisions set forth in this agreement. KDAnderson shall not be liable for costs or damages to the Client or to third parties caused by delay or termination of any project due to judicial or administrative action, whether or not such action is based on the form or content of reports prepared by KDAnderson. KDAnderson will not be responsible for the interpretation or use by others of data developed by KDAnderson.
- Billings:** All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in the Agreement. KDAnderson will provide itemized summaries of labor and expenses with each billing, documenting hours expended and billing rate.
- Termination** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than two months. In the event of termination, KDAnderson shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- Extra Work:** Services in addition to those specified in the Consultant Agreement may be requested by the Client. If agreed to by KDAnderson, such additional work will be performed on a time and materials basis and billed, in addition to the fixed fee or cost ceiling amount set forth in this agreement.
- Any stop in work ordered by the Client or delay by the client or the Client's agents, representatives or contractors in providing data or any action necessary to the conduct of KDAnderson's work, or any change to project plans or in government processing procedures as they exist on the day of this Agreement may require additional work, changes in the work and/or changes in the fee. After written notification of such changes or after the accumulation of more than twenty (20) working days of delay or stop in work, KDAnderson shall identify and shall inform the Client of any additional work, changes in the Consultant Agreement, or change in fee required a result of those changes, work stoppages or delay(s).
- Excusable:** KDAnderson shall not be responsible for any delay in delivery of services under this Agreement **Delays** due to fires, strikes, labor disputes, war, civil commotion, delays in transportation, delays in receipt of requested information, delays in reviews of reports, plans or data, shortages of labor or material, untimely illness, death or disability of employees, legal actions of third parties, or other similar or dissimilar causes beyond the control of KDAnderson. The existence of such cause of delay shall justify the suspension of delivery of services and shall extend the time of performance to such extent as may be necessary to enable KDAnderson to make delivery or perform services in the exercise of reasonable diligence after the cause of delay has been removed.
- Notices:** Communications from the Client shall be to KDAnderson's President. Verbal communications shall be confirmed in writing.
- Defaults:** If the Client shall default in payment of any sum to be paid hereunder or shall fail to perform any other obligation and such default or failure continues five (5) days after written notice thereof is given by KDAnderson, or if the Client shall cease doing business as a going concern or be the subject of any proceedings under the Bankruptcy Act or other insolvency laws (voluntary or involuntary) unless dismissed, solely in the case of any involuntary act, within thirty (30) days, KDAnderson shall have the right to terminate this agreement. In the event of such default, the Client shall pay KDANDERSON a reasonable sum as attorney's fees, together with reimbursement of such costs and expenses as shall have been incurred by KDAnderson in the enforcement of any right hereunder.
- No right or remedy conferred hereby upon KDAnderson shall be exclusive of any other right or remedy of whatever kind. No failure by KDAnderson to insist upon the strict performance of any terms hereof or to exercise any right or remedy upon default by the Client and no acceptance of full or partial payments due during the continuance of any such default, shall constitute a waiver of any such default.
- Disputes:** If a dispute arises relating to the performance of the services covered by this agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.
- Entire:** These General Conditions shall be used in combination with a Consultant Agreement, a proposal **Agreement** or a contract. These combined documents shall be the entire agreement and shall supersede any other agreement between Client and KDAnderson relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, these General Conditions shall control.

KDA