

Gridley City Council – Regular City Council Meeting Agenda

Monday, June 15, 2020; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

Notice of Temporary City Council Meeting Procedures

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued March 17, 2020 that allows attendance by City Council, City staff and the public to participate and conduct the meeting by teleconference and to participate in the meeting to the same extent as if they were present. Comments from the public on agenda items will be accepted until 4 pm on June 1, 2020, via email to jmolinari@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration. The Mayor and Council appreciate the public’s adaptation and patience during this crisis.

You may attend via teleconference:

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

CALL TO ORDER - Mayor Johnson

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Council member Borges

INVOCATION - None

PROCLAMATIONS – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES

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

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

1. City Council minutes dated June 1, 2020

2. Acceptance of Housing Element Annual Progress Report
3. Agreement with California Department of Forestry and Fire Protection
4. Approval of Annual Gridley Electric Utility Wildfire Mitigation Plan
5. Contract Award for Butte View Drive Sewer Replacement
6. Contract Award for Oak Peach Alley Sewer Replacement

ITEMS FOR COUNCIL CONSIDERATION

7. FY 2020-21 Annual Budget Public Meeting #3

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):

Budget Review and Adoption	6/24/2020
Police Department Digital Radio System Budget Review	7/20/2020
Garbage Services RFP Approval	8/17/2020
Stenzel General Plan/Prezone/Annexation	8/17/2020
Introduction General Plan/Prezone/Annexation for north 400 ac.	10/5/2020

CLOSED SESSION – None

ADJOURNMENT – adjourning to a Special Meeting on Wednesday, June 24th, 2020.

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., June 12, 2020. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and in the foyer at the Gridley Police Department, 685 Kentucky Street, Gridley, CA.

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

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, June 1, 2020; 6:00 pm

Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

Notice of Temporary City Council Meeting Procedures

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued March 17, 2020 that allows attendance by City Council, City staff and the public to participate and conduct the meeting by teleconference and to participate in the meeting to the same extent as if they were present. Comments from the public on agenda items will be accepted until 4 pm on June 15, 2020, via email to jmolinari@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration. The Mayor and Council appreciate the public’s adaptation and patience during this crisis.

You may attend via teleconference:

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

CALL TO ORDER

Mayor Johnson called the meeting to order at 6 p.m.

ROLL CALL

Council Members

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

Staff present:

Paul Eckert, City Administrator/Finance Director
Tony Galyean, City Attorney
Danny Howard, Electric Utility Director
Ross Pippitt, Public Works Director
Rodney Harr, Police Chief

PLEDGE OF ALLEGIANCE

Council member Crye led the Pledge of Allegiance

INVOCATION - None

PROCLAMATIONS – None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES -None

COMMUNITY PARTICIPATION FORUM

Patrick Coghlan requested that his email exchange with City Administrator Eckert be made part of the minutes. The email exchange will be printed and filed with the approved minutes.

CONSENT AGENDA

1. City Council minutes dated May 18, 2020

Motion to approve item #1 by Vice Mayor Williams, seconded by Council member Borges

ROLL CALL VOTE

Ayes: Crye, Johnson, Torres, Williams, Borges

Motion passed, 5-0

ITEMS FOR COUNCIL CONSIDERATION

2. Annual Budget FY 20-21 Introduction

Administrator Eckert reviewed with Council the proposed schedule of department budget presentations and gave a summary overview of the budgeting process. He also reviewed some of the challenges presented due to COVID-19.

Chief Rodney Harr gave a brief overview by means of a power point presentation.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Mayor Johnson reported on the meetings he attended with Butte County Air Quality and Butte County Association of Governments.

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

Special Meeting – Budget Review	6/10/2020
Police Department Digital Radio System Budget Review	6/15/2020
Budget Review and Adoption	6/15/2020
Additional Budget Session if required	6/24/2020
Garbage Services RFP Approval	9/7/2020

CLOSED SESSION – None

ADJOURNMENT

With no items for further discussion, Council adjourned to a Special Meeting scheduled on Wednesday, June 10, 2020.

Paul Eckert, City Clerk

City Council Agenda Item #2
Staff Report

Date: June 15, 2020
To: Mayor and City Council
From: Donna Decker, Planning Department
Subject: General Plan Housing Element Annual Progress Report

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff submits the General Plan Housing Element Annual Progress Report to inform the City Council of the progress in housing development within the City in 2019.

Background

In accordance with Government Code 65400, the City is required to develop and submit a review and assessment of the housing development within the City to the State of California Department of Housing and Community Development, State of California Office of Planning and Research, and to the City Council. The report provides a detailed list of housing that has been entitled, reviewed, and/or approved.

The report shows there were a total of 118 units approved through the development process. These include tentative maps, tentative map extensions, and individual lots for development. Of the 118 units that were approved, 33 units were submitted for building permits.

Submitting this report to the City Council provides the Council and the public to review the progress of housing that was developed during 2019.

Financial Impact

No financial impact is related to this information report.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments:

1. General Plan Housing Element Annual Progress Report
 - a. Table A Housing Element Applications Submitted
 - b. Table A-2 Affordability of Housing Units
 - c. Table B Regional Housing Needs Allocation Progress
 - d. Table D Housing Element Implementation

Jurisdiction	Gridley	
Reporting Year	2019	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1					2	3	4	5							6	7	8	9	10
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes ⁺
Summary Row: Start Data Entry Below								0	0	0	1	0	47	70	118	118	0	33	
	009-021-017	1150 Ohio St	Custom SFD	B18-2992	SFD	O	12/20/2019						1		1	1	0	Yes-Approved	
		1960 Cinnamon Teal Ct	Custom SFD	B19-0057	SFD	O	2/12/2019							1	1	1	0	Yes-Approved	
	009-240-010	1930 Cinnamon Teal Ct	Custom SFD	B19-0060	SFD	O	2/12/2019							1	1	1	0	Yes-Approved	
	009-310-014	2012 Bowen Ct	Custom SFD	B19-0370	SFD	O	11/20/2019							1	1	1	0	Yes-Approved	
	009-310-013	2018 Bowen Ct	Custom SFD	B19-0371	SFD	O	11/20/2019							1	1	1	0	Yes-Approved	
	009-310-012	2024 Bowen Ct	Custom SFD	B19-0372	SFD	O	11/20/2019							1	1	1	0	Yes-Approved	
	009-310-011	2030 Bowen Ct	Custom SFD	B19-0373	SFD	O	11/20/2019							1	1	1	0	Yes-Approved	
	009-240-007	1965 Cinnamon Teal Ct	Custom SFD		SFD	O	4/23/2019							1	1	1	0	Yes-Approved	
	009-240-008	1975 Cinnamon Teal Drive	Custom SFD		SFD	O	4/23/2019							1	1	1	0	Yes-Approved	
	009-240-035	1910 Canvaaback Ct	Custom SFD		SFD	O	12/20/2019							1	1	1	0	Yes-Approved	
	009-240-018	1925 Canvaaback Ct	Custom SFD		SFD	O	12/20/2019							1	1	1	0	Yes-Approved	
	009-240-033	1930 Canvaaback Ct	Custom SFD		SFD	O	12/20/2019							1	1	1	0	Yes-Approved	
	009-240-019	1935 Canvaaback Ct	Custom SFD		SFD	O	12/20/2019							1	1	1	0	Yes-Approved	
	009-240-016	1915 Canvaaback Ct	Custom SFD		SFD	O	8/2/2019							1	1	1	0	Yes-Approved	
	009-240-019	1945 Canvaaback Ct	Custom SFD		SFD	O	8/2/2019							1	1	1	0	Yes-Approved	
	009-240-032	1940 Canvaaback Ct	Custom SFD		SFD	O	8/2/2019							1	1	1	0	Yes-Approved	
	009-240-034	1920 Canvaaback Ct	Custom SFD		SFD	O	8/2/2019							1	1	1	0	Yes-Approved	
	010-111-010	1120 Cedar St	ADU		ADU	R	11/22/2019				1				1	1	0	Yes-Approved	
	022-230-022, -024, -025	Peach x Idaho St	Custom SFD	TSM 1-19	SFD	O	10/7/2019							21		21	0	Yes-Approved	
	010-270-120	Palm Lane	Custom SFD	TSM 2-19	SFD	O	12/16/2019							42	42	42	0	Yes-Approved	
	010-270-076	Laurel Ave	Custom SFD	TSM 3-05	SFD	O	10/16/2019						25		25	25	0	Yes-Approved	
	009-310-009	2042 Bowen Ct	Custom SFD		SFD	O	4/15/2019							1	1	1	0	Yes-Approved	
	009-310-007	2054 Bowen Ct	Custom SFD		SFD	O	4/15/2019							1	1	1	0	Yes-Approved	
	009-310-008	2048 Bowen Ct	Custom SFD		SFD	O	1/15/2019							1	1	1	0	Yes-Approved	
	009-310-010	2036 Bowen Ct	Custom SFD		SFD	O	4/15/2019							1	1	1	0	Yes-Approved	
	009-310-001	2090 Bowen Ct	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-002	2084 Bowen Ct	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-003	2078 Bowen Ct	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-004	2072 Bowen Ct	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-005	2066 Bowen Ct	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-006	2060 Bowen Ct	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-015	1699 Jay Dr	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	
	009-310-016	1693 Jay Dr	Custom SFD		SFD	O	7/8/2019							1	1	1	0	Yes-Approved	

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

Affordability by Household Incomes - Building Permits								Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes			
6	7							8	9	10						11	12	13	14	15	16	17	18	19	20			21		
# of Units Issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Data Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Data Issued	# of Units Issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project APPROVED using GC 68913.4(b)? (SB 15 Streamlining) Y/N	Infill Units? Y/N	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years if affordable in perpetuity enter 1000)*	Number of Demolished/Destroyed Units*	Demolished or Destroyed Units*	Demolished/Destroyed Units Owner or Renter*	Notes*	
111	0	0	0	0	0	0	0	32	32	0	0	0	0	0	1	0		7	0	33	Y	Y			Affordable by design, small home		0	0	0	
0						1		12/20/2018	1						1			9/11/2019	1		Y	Y								
0								2/12/2019	1							1		1/14/2019	1		Y	Y								
0								2/12/2019	1									1/17/2019	1		Y	Y								
0								2/12/2019	1									9/16/2019	1		Y	Y								
0								4/10/2019	1									10/2/2019	1		Y	Y								
0								4/10/2019	1									10/2/2019	1		Y	Y								
0								4/10/2019	1									10/1/2019	1		Y	Y								
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
21								12/27/2019	1									0		Y	Y				Affordable by design, small home small lot					
42								12/27/2019	1									0		Y	Y				Affordable by design, small home small lot					
25								12/27/2019	1									0		Y	Y				Affordable by design, small home small lot					
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1									0		Y	Y									
1								12/27/2019	1																					

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	231											231
	Non-Deed Restricted												
Low	Deed Restricted	118											118
	Non-Deed Restricted												
Moderate	Deed Restricted	99										3	96
	Non-Deed Restricted					2	1						
Above Moderate		321	8	3	16	19	12	32				90	231
Total RHNA		769											
Total Units			8	3	16	19	14	33				93	676

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Gridley
Reporting Year	2019 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
HP-1.1: The City will maintain and enforce development standards and building standards that provide housing and safe neighborhoods for housing all income levels.	Analyze other cities programs and what programs are in place for absentee owners. Provide information on the City website related to what a code violation is, what the community can do about nuisances, and what the abatement process is. Update and develop a database of code violations.	2015-2016	This is an on-going effort now continued on an annual basis. Staff is reviewing programs that other cities have in place. Staff continues to update the database of code violations and resolution. This work will continue to 2022.
HP-1.2: The City will encourage the development and redevelopment of neighborhoods that include a variety of housing types and sizes.	Develop community outreach to encourage better exterior energy/aesthetic maintenance and loan programs for roofing, painting, and window replacement. Outreach related to water conservation, better yard plantings and improved curb appeal.	2015-2016	This is an on-going effort and has been met; however the City will continue to support outreach to the community throughout the life of the Housing Element 2014-2022.
HP-1.3: The City will encourage the maintenance of existing housing to prevent deterioration and promote dwelling lifespan.	Provide financial assistance to 30 owner and renter lower-income households, publicize the Housing Rehabilitation Program, and publish an article to inform the public.	Annually	The City continues to actively work with the Housing Authorities related to the first time home buyers program and loans for repair and rehabilitation of property.
HP- 2.1: The City will encourage infill development, through reduced or delayed payment of impact fees, priority in entitlement review, or other methods.	Provide data on the website depicting vacant sites that could be built upon. Provide data on the website related to building permits issued. Contact builders/agencies for site opportunities.	Annually	In 2018, the City adopted a reduced impact fee schedule for 15 units for each developer for housing development. In 2019 the reduction was increased to up to 30 units and the program extended. Information depicting available sites for development has been distributed. This is an on-going effort.
HP-2.2: The City will encourage the construction of second units within existing and proposed residential lots.	City staff would meet with developers informally or via telephone conferencing related to incentives for infill development and new housing opportunities. Staff will review programs developed in other cities of similar size that could be informative and provide innovative ideas that would stimulate development.	Biannually, odd years	City staff continues to support the construction of infill sites and second units. Potential programs offered by other cities is under review.
HP-2.3: The City will encourage compact development, the use of drainage swales for stormwater conveyance, multi-use public facilities and lands, and other planning and design strategies to reduce the cost of infrastructure to serve new housing.	Encourage production of at least 10 second units in this housing element planning horizon. Encourage second units and revisit the Nexus Fee Study and impact Fee update.	2015-2016	The city continues to encourage second units to be a part of new subdivisions approved and continues outreach efforts promoting second units at existing home sites. The City is taking a new approach to provide incentives to develop by reducing impact fees instead of increasing them.
HP-2.4: The City will encourage infill development in meeting the housing needs required by expanding populations	Facilitate production of 3 larger rental units per year, and continue outreach related to funding opportunities for residents and developers.	2016-2017	The City has continued conversations in support of larger rental units; however, the people moving into Gridley appear to be generally downsizing and looking for smaller homes.
HP-2.5: The City infill and new growth housing incentives should be designed to achieve not only the City housing goals, but also economic, social, and environmental goals of the City through programs identified in the 2030 General Plan.	Meet with developers to encourage the development of infill sites, mixed use developments, and housing renovation opportunities.	Annually	Housing continues to be slow to develop but starting to pick up. The city is working with developers to find innovative ways to encourage more housing. This is an ongoing process and review.

HP-2.6: The City will maintain adequate sites with appropriate zoning, development standards, access to public infrastructure and facilities needed to facilitate a variety of types of housing for the needs of all income levels and special needs groups, including rental housing, factory built or man	The City will ensure the sites identified for development to meet RHNA allocation are available. A mixture of income housing type with developments will be supported.	Annually	This is an on-going effort The City has ensured the sites developed for housing are available and meet development standards.
HP-3.1: The City shall maintain a zoning ordinance, Municipal Code, and development review process that is free of constraints for development of housing to achieve the City's regional share of estimated future housing needs for all housing types and incomes.	Ensure zoning achieves General Plan goals.	Annually	The city continues to evaluate the code to meet the general plan and housing goals.
HP-3.3 The City will amend the zoning ordinance to allow emergency shelters in the PQP and M-I zone for year-round use without the need for a conditional use permit or other discretionary action.	Ensure Housing Element is achieving goals and objectives.	Annually	The city continues to evaluate the progress of the housing goals. The city streamlines its review to promote efficiency. This is an on-going effort.
HP-3.4 The City will amend the zoning ordinance to define and allow transitional and supportive housing in all residential zones, subject to the same development standards as would apply to a residential structure of the same housing type.	Facilitate development of transitional and supportive housing. Comply with	2015	This effort is part of a comprehensive code amendment ordinance 823-2016. This was completed.
HP-4.1: The City will promote the preservation of subsidized affordable housing developments.	Preservation of affordable rental housing units.	Annually	This is an on-going effort. In 2017, the City approved a 36 unit with one caretaker unit for affordable senior housing development. We anticipate more units in the future.
HP-4.2: The City and will require replacement housing per state law (or relocation of displaced residents) within the housing rehabilitation projects for subsidized housing.	Facilitate 5 new self-help housing units within the City by 2014.	Ongoing through 2014	This is an on-going effort as required. The city has not had displaced residents or rehabilitated housing that would do so. If the condition arises, the City will require replacement housing.
HP-4.3: Seek and support housing needs of special groups such as seniors, handicapped persons, farmworkers, those in need of temporary shelter, single-parent families, and large families.	Support first time homebuyers.	Annually	This is an on-going effort.
HP-4.4: Assist in the development of housing affordable to extremely low, very-low, and low-income households through financial and/or technical assistance to affordable housing developers.	Research funding mechanisms to increase for affordable housing projects.	June, 2016	This is an ongoing effort. In 2018 the City adopted a reduced impact fee schedule to support housing development for all income groups for the first 15 units by each developer. In 2019, this reduction was increased for an additional period of time and included up to 30 units per developer.
HP-4.5: The City should proactively identify and apply for funding to expand affordable local housing opportunities.	Pursue at least one funding opportunity for affordable housing construction every other year.	Meet annually or more frequently as appropriate	The City has partnered to support a senior housing development by use of CDBG funding mechanisms in 2017. In 2020, a new affordable multi family project will be reviewed for an infill development.

HP-5.1: Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, or color.	Assist in referral for fair housing matters.	Ongoing	This effort is on-going.
HP-5.2: The City will encourage universal design in new housing construction, as well as integration of accessibility features in existing housing structures. The City will promote awareness of accessibility requirements and opportunities for builders, developers, and residents.	Research a universal design ordinance for adoption by City Council.	End of 2015	The City researched the adoption of an ordinance in 2018. City leaders encourage the use of standards for universal housing.
HP-6.1: In order to reduce long-term household utility costs, the City will promote new housing construction and retrofits designed to consume less energy, produce and use renewable energy, consume less water.	Ensure new development is designed to reduce ongoing building energy costs to future residents.	Annually	This is an on-going effort. The City uses the most current building code including the green building code to ensure the construction meets Title 24 energy requirements.
HP 6.2: In order to reduce	Facilitate installation of energy efficient equipment	Annually	This is an on-going effort. All new residential units are required to be energy efficient.
HP 6.3: Consider fee increase/decreases to stimulate development	Re-evaluate existing nexus study for adoption if appropriate.	Annually	In 2018, the City adopted a reduced impact fee schedule for 15 units for each developer for housing development. In 2019, the reduction was extended to 30 units per developer.

City Council Agenda Item #3
Staff Report

Date: June 15, 2020

To: Mayor and City Council

From: Paul Eckert, City Administrator

Subject: Agreement with California Department of Forestry and Fire Protection

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests the Mayor and City Council review and adopt the proposed 2020/2021 California Department of Forestry and Fire Protection (CAL FIRE) Fire Protection Reimbursement Agreement No. 2CA04839 and authorize the Mayor to sign the Agreement.

Background

The Fire Protection Reimbursement Agreement from CAL FIRE for fiscal year 2020/2021 is ready to sign. The amount of this agreement is \$1,320,843.00, consistent with the submitted Fire budget proposal as overviewed by Chief Ken Lowe at the June 10th Special City Council meeting.

Financial Impact

The fiscal impacts to the City of Gridley General Fund were previously discussed during the FY 2020-21 Budget Public Hearings and have been incorporated into the City's Budget.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

- Resolution No. 2020-R-006
- Fire Protection Reimbursement Agreement No. 2CA04839

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING AGREEMENT NO. 2CA04839 WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR SERVICES FROM JULY 1, 2020 TO JUNE 30, 2021

BE IT RESOLVED by the City Council of the City of Gridley that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection dated July 1, 2020. This agreement provides fire protection services during the State Fiscal year (2020/2021).

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

I HEREBY CERTIFY that the foregoing resolution was duly passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on the 15th day of June, 2020, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Bruce Johnson, Mayor

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2017

AGREEMENT NUMBER **2CA04839**

REGISTRATION NUMBER:

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

STATE AGENCY'S NAME

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

LOCAL AGENCY'S NAME

City of Gridley

2. The term of this Agreement is: July 1, 2020 through June 30, 2021

3. The maximum amount of this Agreement is: \$ 1,320,843.00
One million, three hundred twenty thousand, eight hundred forty-three dollars and no cents.

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

Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A	4	pages
Exhibit B – Budget Detail and Payment Provisions	2	pages
Exhibit C – General Terms and Conditions	7	pages
Exhibit D – Additional Provisions	11	pages
Exhibit E – Description of Other Services	1	pages

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

LOCAL AGENCY

*California Department of General
Services Use Only*

LOCAL AGENCY'S NAME

City of Gridley

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Bruce Johnson, Mayor

ADDRESS

685 Kentucky Street, Gridley, CA 95948

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

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

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

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

CAL FIRE Unit Chief:	David Hawks	Local Agency:	City of Gridley
Name:	Butte Unit	Name:	Bruce Johnson, Mayor
Phone:	(530) 538-7111	Phone:	(530) 846-5695
Fax:	(530) 538-7401	Fax:	(530) 846-3229

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

CAL FIRE Unit Chief:	David Hawks	Local Agency:	City of Gridley
Section/Unit:	Support Services	Section/Unit:	Administration
Attention:	Lisa Koehler	Attention:	Paul Eckert
Address:	176 Nelson Avenue, Oroville, CA 95965	Address:	685 Kentucky Street, Gridley, CA 95948
Phone:	(530) 538-7111	Phone:	(530) 846-5695
Fax:	(530)538-7401	Fax:	(530) 846-3229

Send an additional copy of all correspondence to:

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

AUTHORIZATION

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

EXHIBIT A
SCOPE OF WORK

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

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

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

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

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

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

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

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

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

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

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

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

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

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

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

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

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

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

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

3. SUPPRESSION COST RECOVERY

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

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

4. MUTUAL AID

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

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

5. PROPERTY PURCHASE AND ACCOUNTING

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

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

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

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

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

3. BUDGET CONTINGENCY CLAUSE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

17. **LIABILITY INSURANCE**

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

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

- A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for \$5,000,000 combined single limit per occurrence.
 - B. Dispatch services – Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
 - C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.
 - D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.
18. **WORKERS COMPENSATION:** (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).
- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

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

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

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

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

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

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

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

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

EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

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

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

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

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

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

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

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

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

EXHIBIT D, SCHEDULE A
LOCAL FUNDED – STATE RESOURCES
FISCAL DISPLAY
PRC 4142

NAME OF LOCAL AGENCY: City of Gridley

CONTRACT NUMBER: **2CA04839**

Index: 2100

PCA: 27120

Fiscal Year: 2020/21 to 2020/21

This is Schedule A of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2020		Unit:		Sub Total		\$1,143,008		Contract Name:		City of Gridley				
Index: 2100				Admin		\$133,618		Contract No.: 2CA04839						
PCA: 27120				Total		\$1,276,625								
PRC: 4142								Page No.:		18				
Comments: City of Gridley - Schedule A Contract				Overtime Total:		\$37,500								
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2020 between City of Gridley, and The California Department of Forestry and Fire Protection (CAL FIRE)				CAL FIRE Unit Chief		David Hawks								
				CAL FIRE Region Chief		Mike Bradley								

[illegible]

Contractor Name: City of Gridley

Contract No: 2CA04839

Page No.: 20

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule B of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2020/21

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

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

FIRE PREVENTION

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

FIRE CONTROL

Fire Stations (10)

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

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES
ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule C of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2020/21 to 2020/21

(See Attached)

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule D of Cooperative Agreement originally dated July 1, 2020, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2020/21 to 2020/21

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

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

State shall:

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

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

- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:

- a. Provide fuel, oil, lubrication, batteries and tires and tubes.
- b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

<u>Category</u>	<u>Year Model</u>	<u>Type</u>	<u>License Number</u>
Flat Rate 1A	1995	3B1	E021598
Flat Rate 1A	2005	2B1	1194655

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2020, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Gridley

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

FISCAL YEAR: 2020/21 to 2020/21

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

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

By: _____ Paul Eckert
Signature _____ Printed Name
Adminsitration
Title _____ Date _____

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

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

By: _____ Paul Eckert
Signature _____ Printed Name
Administration
Title _____ Date _____

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

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

By: _____ Paul Eckert
Signature _____ Printed Name
Administration
Title _____ Date _____

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

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

City Council Agenda Item #4
Staff Report

Date: June 15, 2020
To: Mayor and City Council
From: Paul Eckert, City Administrator/Finance Director

X	Regular
	Special
	Closed
	Emergency

Subject: Approval of Annual Gridley Electric Utility Wildfire Mitigation Plan

Recommendation

City staff respectfully requests that the City Council consider approving the annual Gridley Electric Utility Wildfire Mitigation Plan (WMP) in response to new State of California requirements.

Background

Gridley Electric Utility has provided electric energy to Gridley residents and businesses for 110 years. The City of Gridley is committed to providing safe and reliable electric service. Overall public safety has been paramount in the operation, construction, and maintenance of the City's electric grid.

Over the last few years, California has experienced several catastrophic wildfires that has resulted in the State Legislature passing SB 901 in September 2018. The law requires California utilities to annually prepare a Wildfire Mitigation Plan (WMP). The City Council adopted our initial WMP in December 2019 for the FY 19-20. SB 901 also requires that the WMP be evaluated by a qualified independent evaluator, who shall issue a report to the governing body of each utility. The approved plan is available to community members on the City's Electric Utility website at:

http://gridley.ca.us/public/uploads/pdfs/Wildfire_Mitigation_Plan2020.pdf

Gridley Electric's WMP (Attached) describes the range of actions that our Electric Utility is taking or considering to minimize the sources of ignition and improve the resiliency of the City's electric grid. The WMP complies with the requirements of the Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan. The plan will be iterative, promote continuous improvement year after year, and implement industry best practices in a prudent and reasonable manner. The Gridley Electric Utility Wildfire Mitigation Plan includes the following elements:

- Overview
- Plan Overview
- Roles and Responsibilities
- Wildfire Preventative Strategies
- Community Outreach and Public Awareness
- Restoration of Service
- Evaluation
- Independent Auditor

The WMP's primary objectives include: 1.) Minimizing Sources of Ignition; 2.) Resiliency of the Local Electric Grid; and 3.) Minimizing Unnecessary or Ineffective Actions. Staff will amend the WMP in the future as additional industry best practices and/or technology solutions become available.

Financial Impact

There is no financial impact associated with this item at this time.

Compliance with the City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing efforts to create the safest community possible and to be open and transparent regarding all actions.

Attachment: Gridley Wildfire Mitigation Plan

CITY OF GRIDLEY WILDFIRE MITIGATION PLAN

JULY 1, 2020

I. OVERVIEW

A. POLICY STATEMENT

The Gridley Electric Department's overarching goal is to provide safe, reliable, and economic electric service to our residents and business community. In order to meet this goal, Gridley constructs, maintains, and operates its electrical lines and equipment in a manner that minimizes the risk of catastrophic wildfire posed by its electrical lines and equipment.

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

This Wildfire Mitigation Plan describes the range of activities that Gridley is taking to mitigate the threat of power-line ignited wildfires, including its various programs, policies, and procedures. This plan is subject to direct supervision by the City Administrator and is implemented by the Electrical Superintendent. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter. Gridley Electrical is a department within the City of Gridley.

Organization of the Wildfire Mitigation Plan

This Wildfire Mitigation Plan included the following elements:

- Objectives of the plan;
- Roles and responsibilities for carrying out the plan;
- Identification of key wildfire risks and risk drivers;
- Description of wildfire prevention, mitigation, and response strategies and programs;
- Community outreach and education;
- Metrics for evaluating the performance of the plan and identifying areas for improvement;
- Review and validation of the plan; and
- Timelines.

II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

A. MINIMIZING SOURCES OF IGNITION

The primary goal of this Wildfire Mitigation Plan is to minimize the probability that Gridley's transmission and distribution system may be the origin or contributing source for the ignition of a fire. Gridley has evaluated the prudent and cost-effective improvements to its physical assets, operations, and training that can help to meet this objective. Gridley has implemented those changes consistent with this evaluation.

B. RESILIENCY OF THE ELECTRIC GRID

The secondary goal of this Wildfire Mitigation Plan is to improve the resiliency of the electric grid. As part of the development of this plan, Gridley assesses new industry practices and technologies that will reduce the likelihood of an interruption (frequency) in service and improve the restoration (duration) of service.

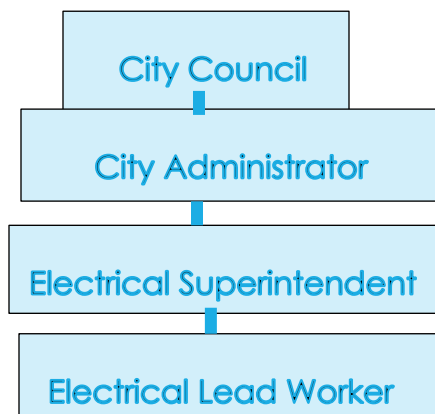
C. MINIMIZING UNNECESSARY OR INEFFECTIVE ACTIONS

The final goal for this Wildfire Mitigation Plan is to measure the effectiveness of specific wildfire mitigation strategies. Where a particular action, program component, or protocol is determined to be

unnecessary or ineffective, Gridley will assess whether a modification or replacement is merited. This plan will also help determine if more cost-effective measures would produce the same or improved results.

III. ROLES AND RESPONSIBILITIES

A. UTILITY GOVERNANCE STRUCTURE



City Council - to debate, Consider and adopt any policies, regulations or ordinances recommended by the City Administrator and Electrical Department Superintendent as to the safe operations of the City of Gridley's Electrical System in accordance with the Wildfire Mitigation plan

City Administrator - to work with the Electrical Department Superintendent in the implementation of the Wildfire Mitigation Plan and to be a liaison to the City of Gridley Council and Gridley Electrical Department during wildfire events. To be the liaison between The City of Gridley and any outside Governmental agencies in procurement of any needed resources to aid in a Wildfire Event. To be the public relation contact for the City of Gridley during a Wildfire Event.

Electrical Department Superintendent - to oversee the operation of the City of Gridley's Electrical Department. to implement The City of Gridley's Wildfire Mitigation Plan as adopted by the City of Gridley Council. To be the liaison between the Gridley Electrical Department and The City of Gridley Administrator during wildfire events. To be the liaison between City of Gridley Departments in providing aid during Wildfire Events. To provide training to Electrical Department staff in the prevention of Wildfire events caused be Electrical Distribution Systems.

Electrical Lead Worker - to oversee the day to day operations of the City of Gridley's Electrical Distribution System. To implement The City of Gridley's Wildfire Mitigation Plan as adopted by The City of Gridley's Council. To be the liaison between the Gridley Electrical Crew and the Gridley Electrical Department Superintendent during Wildfire Events. To report and correct any adverse conditions on the Electrical Distribution that may cause a Wildfire event.

B. WILDFIRE PREVENTION

City of Gridley's staff roles and responsibilities for (1) electric facility design, maintenance, and inspection; and (2) vegetation management.

- Operate system in a manner that will minimize potential wildfire risks.
- Take all reasonable and practicable actions to minimize the risk of a catastrophic wildfire caused by Gridley electric facilities.
- Coordinate with federal, state, and local fire management personnel as necessary or appropriate to implement Gridley's Wildfire Mitigation Plan.
- Immediately report fires, pursuant to existing Gridley Electrical practices and the requirements of this Wildfire Mitigation Plan.
- Take corrective action when the staff witnesses or is notified that fire protection measures have not been properly installed or maintained.
- Comply with relevant federal, state, and industry standard requirements, including the industry standards established by the California Public Utilities Commission.
- Collect and maintain wildfire data necessary for the implementation of this Wildfire Mitigation Plan.
- Provide regular training programs for all employees having obligations for implementation of this Wildfire Mitigation Plan.
- Perform annual inspections of distribution system for tree clearances
- Perform annual tree trimming to maintain a 12-foot clearance around primary lines.

C. WILDFIRE RESPONSE AND RECOVERY

During a wildfire event the Gridley Electrical Superintendent, and or, the Lead line worker will keep in direct contact and provide regular updates as to the event status with the following Departments and organizations:

- City of Gridley Administrator
- Gridley Police Department
- CalFire
- Gridley Public Works Department

Gridley Electrical utility staff have the following obligations regarding fire prevention, response and investigation:

- Take all reasonable and practicable actions to prevent and suppress fires resulting from Gridley's electric facilities.
- Follow Gridley Electrical Department's protocols during Red Flag Warnings.

D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

Gridley Electrical Department will coordinate with the City of Gridley Public Works Department to insure the reliable delivery of water during any Red Flag or wildfire event, and as needed enlist the help of Public Works personnel to combat any wildfires caused by City of Gridley Electrical Equipment or to aid in any repairs of Gridley's electrical equipment that may cause a wildfire condition.

E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

During a wild fire event that involves equipment of an outside agencies Communication equipment, the City of Gridley will contact the involved agencies as soon it is feasibly possible.

F. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

As a local governmental agency, Gridley has planning, communication, and coordination obligations pursuant to the California Office of Emergency Services' Standardized Emergency Management System ("SEMS") Regulations, adopted in accordance with Government Code section 8607. The SEMS Regulations specify roles, responsibilities, and structures of communications at five different levels: field response, local government, operational area, regional, and state. Pursuant to this structure, Gridley annually coordinates and communicate with the relevant safety agencies as well as other relevant local and state agencies.

Under the SEMS structure, a significant amount of preparation is done through advanced planning at the county level, including the coordination of effort of public, private, and nonprofit organizations. Butte County serves as the Operational Area and is guided by the Butte County Disaster Council that is made up of representatives of Butte. The Operational Area includes local and regional organizations that bring relevant expertise to the wildfire prevention and recovery planning process. These participants include [provide a detailed list of relevant school districts, utilities, Fire Districts, non-profits (such as the United Way and/or the American Red Cross), Hospitals, special districts, communications providers, and other similar organizations].

Pursuant to the SEMS structure, the City of Gridley participates in annual training exercises. Gridley is also a member of the California Utility Emergency Association, which plays a key role in ensuring communications between utilities during emergencies. Gridley also participate in the Western Energy Institute's Western Region Mutual Assistance Agreement, which is a mutual assistance agreement covering utilities across a number of western states. Wildfire Risks and Drivers associated with design, construction, operation, and maintenance.

A. PARTICULAR RISKS AND RISK DRIVERS ASSOCIATED WITH TOPOGRAPHIC AND CLIMATOLOGICAL RISK FACTORS

Within Gridley's service territory and the surrounding areas, the primary risk drivers for wildfire are the following:

- Extended drought;
- Vegetation type;
- Vegetation Density;
- Weather;
- High winds;
- Terrain;
- Changing Weather Patterns (Climate Change)
- Communities at Risk
- Fire History

B. ENTERPRISEWIDE SAFETY RISKS

Within Gridley's Distribution system the primary risk drivers for wildfire are the following:

- Electrical system equipment failure

- Falling trees
- Animal contacting energized equipment
- Human error

C. CHANGES TO CPUC FIRE THREAT MAP

None at this time.

IV. WILDFIRE PREVENTATIVE STRATEGIES

A. HIGH FIRE THREAT DISTRICT

Gridley directly participated in the development of the California Public Utilities Commission's (CPUC) Fire-Threat Map, which designates a High-Fire Threat District. In the map development process, Gridley served as a territory lead, and worked with utility staff and local fire & government officials to identify the areas of Gridley's service territory that are at an elevated or extreme risk of power line ignited wildfire. Gridley has incorporated the High Fire Threat District into its construction, inspection, maintenance, repair, and clearance practices, where applicable.

B. WEATHER MONITORING

Gridley monitors current and forecasted weather data from a variety of sources including:

- United States National Weather Service
- CalFire
- Weather Channel
- Radio news
- Local news outlets

Gridley assigns one of four operating conditions based on the relevant weather data and knowledge of local conditions:

- (1) Normal:** During normal conditions, no changes are made to operations or work policy.
- (2) Elevated:** During elevated fire-risk conditions, Electrical crews are asked to report any areas of concern on or around Gridley's electrical system for potential Wildfire conditions, and to address these concerns during the pre-job tail Board discussion
- (3) Extreme:** During extreme fire-risk conditions, and when working in an area at risk to wildfire conditions crews are to prioritize projects, should it be necessary to proceed with the project, crews will asked to report any areas of concern on or around Gridley's electrical system for potential Wildfire conditions, and to address these concerns during the pre-job tail Board discussion and if possible to de-energize the lines during the project. ensure the job site has adequate fire suppression equipment
- (4) Red Flag:** If the National Weather Service declares a Red Flag Warning for any portion of Gridley service territory, any work performed in a wildfire prone area is postponed unless it is deemed an emergency priority, should it be deemed an emergency condition, crews will asked to report any areas of concern on or around Gridley's electrical system for potential Wildfire conditions, and to address these concerns during the pre-job tail Board discussion and if possible to de-

energize the lines during the project. ensure the job site has adequate fire suppression equipment, extra personnel and equipment will be enlisted to monitor the project from ground for potential fire, and to suppress any fire caused by the project. If deemed necessary, CalFire will be contacted to stand-by during the project.

C. DESIGN AND CONSTRUCTION STANDARDS

Gridley's electric facilities are designed and constructed to meet or exceed the relevant federal, state, or industry standard. Gridley treats CPUC General Order (GO) 95 as a key industry standard for design and construction standards for overhead electrical facilities. Gridley meets or exceeds all standards in GO 95. Additionally, Gridley monitors and follows as appropriate the National Electric Safety Code.

D. VEGETATION MANAGEMENT

Gridley meets or exceeds the minimum industry standard vegetation management practices. For transmission-level facilities, Gridley complies with NERC FAC-003-4, where applicable. For both transmission and distribution level facilities, Gridley meets: (1) Public Resources Code section 4292; (2) Public Resources Code section 4293; (3) GO 95 Rule 35; and (4) the GO 95 Appendix E Guidelines to Rule 35. These standards require significantly increased clearances in the High Fire Threat District. The recommended time-of-trim guidelines do not establish a mandatory standard, but instead provide useful guidance to utilities. Gridley will use specific knowledge of growing conditions and tree species to determine the appropriate time of trim clearance in each circumstance.

GO 95, Rule 35, Table 1

Case	Type of Clearance	Trolley Contact, Feeder and Span Wires, 0-5kv	Supply Conductors and Supply Cables, 750 - 22,500 Volts	Supply Conductors and Supply Cables, 22.5 - 300 kV	Supply Conductors and Supply Cables, 300 - 550 kV (mm)
13	Radial clearance of bare line conductors from tree branches or foliage	18 inches	18 inches	¼ Pin Spacing	½ Pin Spacing
14	Radial clearance of bare line conductors from vegetation in the Fire-Threat District	18 inches	48 inches	48 inches	120 inches

Appendix E Guidelines to Rule 35

The radial clearances shown below are recommended minimum clearances that should be established, at time of trimming, between the vegetation and the energized conductors and associated live parts where practicable. Reasonable vegetation management practices may make it advantageous for the purposes of public safety or service reliability to obtain greater clearances than those listed below to ensure compliance until the next scheduled maintenance. Each utility may determine and apply additional appropriate clearances beyond clearances listed below, which

take into consideration various factors, including: line operating voltage, length of span, line sag, planned maintenance cycles, location of vegetation within the span, species type, experience with particular species, vegetation growth rate and characteristics, vegetation management standards and best practices, local climate, elevation, fire risk, and vegetation trimming requirements that are applicable to State Responsibility Area lands pursuant to Public Resource Code Sections 4102 and 4293.

Voltage of Lines	Case 13	Case 14
Radial clearances for any conductor of a line operating at 2,400 or more volts, but less than 72,000 volts	4 feet	12 feet
Radial clearances for any conductor of a line operating at 72,000 or more volts, but less than 110,000 volts	6 feet	20 feet
Radial clearances for any conductor of a line operating at 110,000 or more volts, but less than 300,000 volts	10 feet	30 feet
Radial clearances for any conductor of a line operating at 300,000 or more volts	15 feet	30 feet

Within the High Fire Threat District, Gridley performs an evaluation of every tree that has the potential to strike overhead facilities if it were to fail on an annual basis. Gridley performs more frequent and detailed inspections of any such trees, and in cases where “hazard trees” (Dead, Dying, Diseased or leaning) could strike the facilities, will work with the land owner to remove the tree or portion of the tree that poses a risk.

E. INSPECTIONS

Gridley meets or exceeds the minimum inspection requirements provided in CPUC GO 165 and CPUC GO 95, Rule 18. Pursuant to these rules, Gridley inspects electric facilities in the High Fire Threat District more frequently than the other areas of its service territory. Additionally, Gridley staff uses their knowledge of the specific environmental and geographical conditions to determine when areas outside of the High Fire Threat District require more frequent inspections.

If Gridley staff discovers a facility in need of repair that is owned by an entity other than Gridley, Gridley will issue a notice to repair to the facility owner and work to ensure that necessary repairs are completed promptly.

Gridley works to ensure that all inspections to be performed within the High Fire Threat District are completed before the beginning of the historic fire season, [typically September 1]. Gridley monitors drought conditions and other relevant factors throughout the year to determine if inspections should be completed on a shorter timeframe.

F. WORKFORCE TRAINING

Gridley has implemented work rules and complementary training programs for its workforce to help reduce the likelihood of the ignition of wildfires. [Describe specific work rules and training programs.]

Gridley has implemented into its daily operations 4 conditions based on current weather conditions.

- Normal
- Elevated
- Extreme
- Red Flag

Gridley has added a Wild Fire Mitigation Plan, and fire safety training to its safety training program.

G. RECLOSING POLICY

During Red Flag Warnings:

Line Reclosers- will be put in a non-reclosing setting. Should a Line Recloser open during this period, the Line reclosing device shall not be closed until the distribution line it serves has been inspected for the cause of the equipment's operation. When the equipment and distribution line is re-energized, the distribution line will be inspected for safe operation.

Substation Circuit Breaker- relays will be put in a non-reclosing setting. Should a relay operate during this period, the relay device will not be closed until the distribution line being served by the affected relay is inspected for the cause of the operation. When the substation breaker is closed the distribution line being served by the breaker will be inspected for safe operation.

H. DEENERGIZATION

Gridley has the authority to preemptively shut off power due to fire-threat conditions; however, this option will only be used in extraordinary circumstances. Gridley will make a case-by-case decision to shut off power based on the following considerations:

- Red Flag Warnings issued by the National Weather Service for fire weather zones that contain Gridley circuits;
- Gridley staff assessments of local conditions, including wind speed (sustained and gust), humidity and temperature, fuel moisture, fuel loading and data from weather stations;
- Real-time information from staff located in areas identified as at risk of being subject to extreme weather conditions;
- Input from Gridley fire experts and vegetation experts;
- Input from local and state fire authorities regarding the potential consequences of wildfires in select locations;
- Alternative ways to reroute power to affected areas;
- Awareness of mandatory or voluntary evacuation orders in place;
- Expected impact of de-energizing circuits on essential services;
- Other operational considerations to minimize potential wildfire ignitions, including the blocking of reclosers on the identified circuit(s);
- On-going fire activity throughout Gridley's territory and California;
- Ability to notify customers;
- Notifications to local governments and public officials; and
- Potential impacts to communities and customers

1. IMPACTS TO PUBLIC SAFETY

The following conditions may accrue during a fire threat power shut-down:

- Residential areas will lose power
- Schools will lose power

- Hospital will be on Back-up Generation Power
- Stores will lose power
- Gas stations will lose power
- Traffic signals will be on battery back-up power
- Street Lights will not work
- Water supply will be on Back-up Generation Power
- Sewer will be on Back-up Generation Power
- City Hall and Police departments will be on Back-up Generator Power

2. CUSTOMER NOTIFICATION PROTOCOLS

Gridley will make every attempt to give advance notice to its customers of any planned wildfire prevention power shut downs. Should a wildfire prevention power shut down be planned, Gridley will attempt to notify its customers in the following ways:

- Signage at City Hall
- Local news paper
- Monthly Bill mailings
- Hwy 99 messaging sign

V. COMMUNITY OUTREACH AND PUBLIC AWARENESS

The City will annually evaluate its community outreach and public awareness communications efforts.

VI. RESTORATION OF SERVICE

Gridley will make every attempt to restore power to residents as soon as possible. Priority power restoration will be given to critical circuits such as Hospital, CalFire, Police facilities, Senior Facilities and Schools.

VII. EVALUATING OF THE PLAN

A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

Gridley will track two metrics to measure the performance of this Wildfire Mitigation Plan: (1) number of fire ignitions; and (2) wires down within the service territory.

METRIC 1: FIRE IGNITIONS

For purposes of this metric, a fire ignition is defined as follows:

- Gridley facility was associated with the fire;
- The fire was self-propagating and of a material other than electrical and/or communication facilities;
- The resulting fire traveled greater than one linear meter from the ignition point; and
- Gridley has knowledge that the fire occurred.

In future Wildfire Mitigation Plans, Gridley will provide the number of fires that occurred that were less than 10 acres in size. Any fires greater than 10 acres will be individually described.

METRIC 2: WIRES DOWN

The second metric is the number of distribution and transmission wires downed within Gridley’s service territory. For purposes of this metric, a wire down event includes any instance where an electric transmission or primary distribution conductor falls to the ground or on to a foreign object. Gridley will divide the wires down metric between wires down inside and outside of the High Fire Threat District.

Gridley will not normalize this metric by excluding unusual events, such as severe storms. Instead, Gridley will supplement this metric with a qualitative description of any such unusual events.

B. IMPACT OF METRICS ON PLAN

In the initial years, Gridley anticipates that there will be relatively limited data gathered through these metrics. However, as the data collection history becomes more robust, Gridley will be able to identify areas of its operations and service territory that are disproportionately impacted. Gridley will then evaluate potential improvements to the plan.

C. MONITORING AND AUDITING THE PLAN

This Wildfire Mitigation Plan will be presented to Gridley City Council. Gridley will present this plan to the Gridley Council on an annual basis.

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN

E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

To be developed at a later time.

VIII. INDEPENDENT AUDITOR

Public Utilities Code section 8387(c) requires the City of Gridley to contract with a qualified independent evaluator with experience in assessing the safe operation of electrical infrastructure to review and assess the comprehensiveness of this Wildfire Mitigation Plan. The independent evaluator must issue a report that is posted to the City’s website. This report must also be presented to the City Council at a public meeting.

City Council Agenda Item #5
Staff Report

Date: June 15,2020

To: Mayor and City Council

From: Paul Eckert, City Administrator

Subject: Contract Award for Butte View Drive Sewer Replacement

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends that the City Council authorize the City Administrator to execute a contract with Duke Sherwood Contracting Inc. in the amount of \$476,270.75 and approve a project budget of \$580,000 to be paid out of the Sewer Fund to cover the project cost plus a 10% contingency and construction management, Inspection, and testing.

Background

The Butte View Drive Sewer has had numerous service calls and has become a burden to the Public Works department. The project will replace existing undersized 6 inch sewer pipe with an 8 inch sewer pipe, along with new service laterals and clean outs within the right of way on Butte View Drive. The existing 6 inch sewer pipe connecting Butte View Drive to Randolph Avenue will be replaced with a 10 inch pipe, adding capacity to this section of the sewer system for future development. Additionally, the project will include a grind and overlay of the drive lanes on Butte View Drive.

The City solicited public bids for the project titled Butte View Drive Sewer Replacement. Four bids were received, and Duke Sherwood Contracting Inc. was the lowest responsive bidder.

Experienced Construction Management Services are a critical component to a successful project and longevity for the system. The project budget includes an estimated cost to provide the City with project management and construction oversight expertise required for this project and to remove the burden of inspection from the Public Works staff.

Construction Management Services for this project will be provided under a Task Order to the City Engineering Contract with Bennett Engineering Services.

Financial Impact

Up to \$580,000 is provided for in the 2020/2021 budget.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments – Bid Results



CITY OF GRIDLEY
Butte View Drive Sewer Project

Bid Opening
Bidder's List & Project Totals

June 10, 2020 - 1:00 pm

	Bidding Company / Firm	Bid Price
1	Taylor + Royal	\$451,084 / \$534,534
2	Newland Entities	\$680,570 / \$729,445
3	Walberg Inc.	\$462,600 / \$526,610
4	Duke Sherwood	\$424,931 / \$476,270?
5		
6		
7		

Opened By:

Dave Harden

Jodi Molinari

City Council Agenda Item #6
Staff Report

Date: June 15,2020

To: Mayor and City Council

From: Paul Eckert, City Administrator

Subject: Contract Award for Oak Peach Alley Sewer Replacement

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends that the City Council authorize the City Administrator to execute a contract with Duke Sherwood Contracting Inc. in the amount of \$102,718 and approve a project budget of \$130,000 to be paid out of the Sewer Fund to cover the project cost plus a 10% contingency and construction management, Inspection, and testing.

Background

The Oak Peach Alley Sewer Project will replace very old and damaged piping in the collection system that's prone to clogging and requires regular maintenance from Public Work Staff. The project includes replacement of the existing 6-inch pipe with and 8-inch pipe, two manholes, service laterals, installing clean outs, and chip sealing the alley drive isle.

The City solicited public bids for the project titled Butte View Drive Sewer Replacement. Four bids were received, and Duke Sherwood Contracting Inc. was the lowest responsive bidder.

Experienced Construction Management Services are a critical component to a successful project and longevity for the system. The project budget includes an estimated cost to provide the City with project management and construction oversight expertise required for this project and to remove the burden of inspection from the Public Works staff.

Construction Management Services for this project will be provided under a Task Order to the City Engineering Contract with Bennett Engineering Services.

Financial Impact

Up to \$130,000 is provided for in the Proposed FY 2020-2021 Budget and CIP.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments – Bid Results



Bid Opening
Bidder's List & Project Totals

June 10, 2020 - 2:00 pm

	Bidding Company / Firm	Bid Price
1	R + R Horn	159,050
2	Precision Earthwork Construction	147,960
3	Taylor + Royal	143,810
4	Duke Sherwood	102,718
5		
6		
7		

Opened By:

Dave Harden

Jodi Molinari

City Council Agenda Item #7
Staff Report

Date: June 15, 2020
To: Mayor and City Council
From: Paul Eckert, City Administrator/Finance Director
Subject: FY 2020-21 Annual Budget Public Meeting #3

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends that the City Council allow staff to provide continued public discussion regarding Proposed FY 2020-21 Annual Operating Budget and Capital Improvement Plan (CIP) and continue Departmental budget presentations. No action is required at this time. It's expected that the City Council will provide input and suggested budget priorities.

Background

The purpose of the June 15th FY 2020-21 Operating Budget discussion is to provide a continued overview of the FY 2020-21 budget, provide detailed discussion of the Five Years Capital Improvement Plan and present the Recreation and Administrative Departmental Budgets. Additional detailed presentations will occur during the Council meeting at the June 24th City Council meetings. It's anticipated that the Budget will be adopted at the following Council meeting on June 24th.

The City Administrator/Finance Director will continue to highlight: Budget Policies; Assumptions; General Analysis; Basic Priorities; and Forecasts. When completed, the City Council and public will have been engaged during for public budget sessions including the June 1st, June 10th, June 15th, and June 24th City Council meetings. Your City staff greatly appreciate the perspectives and priorities that you've shared at the public meetings and during individual conversations. Your input has been publicly incorporated into the Proposed FY 2020-21 Operating Budget and CIP.

Compliance with City Council Strategic Plan or Budget Goals

Conducting a series of four public Budget Sessions is consistent with our ongoing efforts to transparently share all City financial and budgetary information and to keep our community members informed.

Financial Impact

There are no immediate financial impacts associated with this Agenda item.

Attachments: None

The Proposed FY 2020-21 Annual Budget and CIP was provided on June 10th. The Master Fee Schedule was presented on June 1st. Both documents are online at <http://gridley.ca.us/> Public Review hard copy binders of both documents are on display at the Customer Service Counter at City Hall.