

Gridley City Council – Regular City Council Meeting Agenda

Monday, July 16, 2018; 6:00 pm

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

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

CALL TO ORDER - Mayor Hall

ROLL CALL - Recording Secretary

PLEDGE OF ALLEGIANCE – Councilmember Borges

INVOCATION – Reverend Bill Hammond, Lighthouse Tabernacle

PROCLAMATIONS - None

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

CONSENT AGENDA – *Items 1 through 6 of the Consent Agenda and are considered routine and acted upon by one motion. Any Council member may request that an item be removed for separate consideration. The City Council may only make minor comments; otherwise the item should be removed from the Consent Agenda and placed as the first item(s) under “Items for Council Consideration”.*

1. City Services Update
2. City Council minutes dated June 4, 18, 21, and 25, 2018
3. Approval of Resolution No. 2018-R-017: A Resolution of the City Council of the City of Gridley Requesting the Board of Supervisors of the County of Butte to Consolidate a General Municipal Election to be held on Tuesday, November 6, 2018, with the Statewide General Election to be held on the date Pursuant to §10403 of the Elections Code
4. Four Resolutions Authorizing the Levy of Assessment District Expenses for the Butte County 2018-2019 Tax Roll:
 - a. Resolution No. 2018-R-018: A Resolution of the City Council of the City of Gridley to Levy Assessment District No. 6 on Butte County 2017-2018 Tax Roll
 - b. Resolution No. 2018-R-019: A Resolution of the City Council of the City of Gridley to Levy Assessment District No.2 on Butte County 2017-18 Tax Roll

- c. Resolution No. 2018-R-020: A Resolution of the City Council of the City of Gridley to Levy Assessment District No. 3 on Butte County 2017-2018 Tax Roll
- d. Resolution No. 2018-R-021: A Resolution of the City Council of the City of Gridley to Levy Assessment District No. 1 on Butte County 2017-2018 Tax Roll
- 5. Approval of Resolution No. 2018-R-022: A Resolution of the City Council of the City of Gridley Authorizing Submittal of an Application to the California State Department of Housing and Community Development for Funding Under the Home Investment Partnerships Program, and if Selected, the Execution of a Standard Agreement, any Amendments Thereto, and of any Related Documents Necessary to Participate in the Home Investment Partnerships Program
- 6. Approval of Resolution No. 2018-R-023: A Resolution of The City Council of the City of Gridley Approving Agreement No. 2CA03940 with the California Department of Forestry and Fire Protection and Authorizing the Mayor to sign the Agreement for Services from July 1, 2018 to June 30, 2019

PUBLIC HEARING - None

ITEMS FOR COUNCIL CONSIDERATION

- 7. Abandoned and Unsafe Residential Structures

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):

Weed Abatement Liens	8/6/2018
Police Dispatch Procedures	8/20/2018
Kick-off of Zero Based Budget Process	9/3/2018
Approve Contract to Demolish Unsafe Buildings and Corresponding Budget Adjustment	9/17/2018

CLOSED SESSION

- 8. California Government Code 54956.9 – Conference with Legal Counsel concerning existing litigation – The matter of Amy Farr, California Worker’s Compensation Appeals Board Case No. ADJ 1074450.
- 9. California Government Code 54957 (b)(1) – Employee Performance Evaluations: City Administrator, Finance Director, Police Chief, and Utility Director

ADJOURNMENT – adjourning to the next regularly scheduled meeting on August 6, 2018

NOTE 1: POSTING OF AGENDA- This agenda was posted on the public bulletin board at City Hall at or before 6:00 p.m., July 13, 2018, in accordance with Government Code Section 54954.2. This agenda along with all attachments is available for public viewing online at www.gridley.ca.us and at the Administration counter in City Hall, 685 Kentucky Street, Gridley, CA.

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

City Council Agenda Item #1
Staff Report

Date: July 16, 2018
To: Mayor and City Council
From: Paul Eckert, City Administrator
Subject: City Services Update

X	Regular
	Special
	Closed
	Emergency

Recommendation

No Action is required.

Background

The Weekly Update is provided to the Mayor and City Council in keeping with the Council's commitment to ensure that all members of our community are fully informed of all City activities and initiatives. The Update is shared online at <http://www.gridley.ca.us/>. The Update is also shared timely with all City of Gridley coworkers.

Compliance with City Council Strategic Plan or Budget Goals

Sharing of the City Services Update 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 financial impacts associated with this Agenda item.

Attachments

City Services Update

City of Gridley

To: Mayor Hall and City Councilmembers

From: Paul Eckert, City Administrator

Subject: City Services Weekly Update

Date: July 5, 2018

Thank you for your leadership and dedication to the Gridley community!

This Weekly Update is intended to provide useful and timely updates to the Gridley Community, Visitors, our Elected Officials, and our City Coworkers. We regret if we have inadvertently omitted useful items from this report. As always, your input and guidance are appreciated. Please send any response to me directly and do not "copy all."

City Administrator/City Council/Information Technology

- Record Property Valuation Increases – June's Building Permit valuations were the largest since the market crash. Eagle Meadows continues to construct new homes at the fastest pace since the boom years. They are currently completing 8 homes and filed and paid for permits for an additional 10 homes. Plans are underway for the remaining 17 lots in Heron Landing. There are also three in-fill residential construction projects currently underway.

GRIDLEY - Permits Issued - Summary by Type			
Butte County Date Range Between 6/1/2018 and 6/30/2018			
PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
ETRAKIT	4	\$28,236.00	\$681.28
HVAC FRNC HT PMP HVAC CHNG OUT TO 100K BTU	2	\$18,342.00	\$340.64
REROOF RESIDENTIAL	2	\$9,894.00	\$340.64
MECH ELECTRIC PLUMB	2	\$3,600.00	\$475.28
ELECTRIC PANEL RES	2	\$3,600.00	\$475.28
NRES NON RESIDENTIAL	1	\$5,000.00	\$1,313.06
B OFFICE TENANT IMP	1	\$5,000.00	\$1,313.06
RESIDENTIAL	11	\$2,539,528.67	\$36,286.50
SFD-CUSTOM/MODEL	11	\$2,539,528.67	\$36,286.50
SOLAR ONLINE	1	\$34,068.00	\$482.42
SOLAR ROOF-RES	1	\$34,068.00	\$482.42
Totals:	19	\$2,610,432.67	\$39,238.54

- New Councilmember Orientation - Councilmember Lofing's orientation started on June 5th and included an extensive series of orientation meetings lasting over a month with most all of our City staff. Hundreds of pages of relevant information including Brown Act, Council Conduct Protocols, fund accounting and local governmental finances, and Gridley Budget information were provided. We appreciate the commitment of Councilmember Lofing as well as all the various City staff participating in the extensive educational process. Special thanks to Daryl Dye and the Electric and Public Works operations; City Attorney Tony Galyean; Fire Chief Norton and the CalFire Headquarters personnel and the Gridley CalFire Fire Department; IT Director Mike Hensley; Chief Price and the Police, Dispatch, and Animal Control staff; Finance Director Juan Solis and his Team; and Jodi. All of the Team especially valued the opportunity to overview our people and facilities.
- Rio Pluma Discharge Permit – The Sewer Discharge Permit was issued to Rio Pluma for the 2018/19 fiscal year.
- Economic Development - The City Administrator is currently working with several prospects and the State Economic Development Office, congressional representatives, local economic development leaders, site selectors, and property owners, regarding the marketing of the Cannery area properties. Another follow-up showing is planned for next week.
- Arco AMPM – The project is moving smoothly. Demolition of the former McConnel Chevrolet building will be completed in early July. Construction will start following the demolition of the current buildings.
- Tuesday Night Farmers Market – Visitors are highly complementary of our Gridley Tuesday Night Farmer's Markets. The market has great live music entertainment, water slides for the

kids, and an array of produce, foods, and hand-crafted items. Please check it out and share the word.

- Nuisance Abatement – An array of important efforts continues including: 1) the completion of a highly successful Community Clean-up and Dump Day on June 2nd including record loads of trash, appliances, and indoor furniture that had been stored outdoors; 2) very recent completion of our highly successful Annual Weed Abatement Program; and 3) identification of vacant unsafe homes and buildings to be brought to the City Council on July 16th.

Engineering/Planning/Building/Code Enforcement

- Engineering Update - City Engineer Trin Campos is coordinating our Team efforts for sewer, water, and road grant funding applications. Trin's also been active with several new projects and continues to focus on developing plans for street improvements.

Finance

- The Finance Department is active with the development of a wide array of budget development activities; grant responsibilities; payroll and benefits improvements; worker's compensation cases; and organization of all work areas and file systems. Emphasis will be placed on complying with the City's records retention policy.
- Adopted Operating Budget and Capital Improvement Plan – The FY 18-19 Citywide Operating budget was shared with the City and the Public at four public meetings and was adopted on June 25th. We greatly appreciate the City Council's commitment to Gridley's fiscal well-being. The entire public budget document will be provided in early August.
- The Finance Department, Information Technology, City Administrator, and Electric and Public Works Leadership are currently working to improve our utility billing processes.

Electric Utility

- Gridley 12KV Maintenance – Crews completed 70 General Order 95 corrections for the City of Gridley. The infractions may vary including construction standards, missing labels, hardware, broken cross arms, etc. Crews changed out a set of dead-end insulators that were found to have melted and were coming apart, creating possible safety issues for the residence and staff. Electric service was re-routed and replaced at 1820 Magnolia. Crews also changed out a meter at 1845 Vermont Street to a solar (NET) meter. The Electric Department is currently planning a job on Spruce Street and Washington Street including replacing four power poles that have been inspected and tested "not fit for service". Crews will be pulling in new conductor over the railroad tracks.
- Service Calls – Crews were dispatched to Vermont Street for a customer concerned that the (NET) meter was not working properly. Upon inspection it was found to be in working order and the customer was notified. Crews were also dispatched to Bridgeford to restore power to the customer after being disconnected for non-payment.
- Contributions - City Hall reported the handicap entrance button on the exterior of the building was not working properly and appeared to be tampered with. Crews responded and made corrections to the unit.

Electrical Department Activity	Gridley	Biggs
Street Light Repairs	0	1
Nonpayment Shut-off/turn on	0	0
USA's	10	2
Sets & Outs	11	0
Service calls	1	0
Trim/Remove tree	0	0
Discrepancy Report Items	0	0
After Hours Call out's	1	0
Solar Read	0	0



- Utility Reads – Our Utility Meter Technician completed weekly tasks and also assisted the Public Works and Electric Department with various duties. The Technician is being trained on Underground Service Alerts (USA's) and how to use the locator.
- Substation and LR Inspections - Biggs and Gridley Substations were inspected and Line Recloser inspections were also completed this week.
- Biggs 12 KV maintenance – Crews finished General Order 95 inspections for the City of Biggs and replaced a 45' pole located at 2899 W. Biggs Gridley Road found to be in poor condition. Crews are currently preparing to replace 10 more power poles for the City of Biggs. A street light at Tenth and F Streets was repaired. Crews also assisted Biggs Public Works and an A/C contractor in changing out the A/C unit at Biggs substation.



Fire

- The July 4th Holiday was a safe one in Gridley. Firework Stands were inspected and found to be in compliance.
- Last week there were 2 water rescues throughout the county where Rescue Support 74 and the boat responded.
- Engines 274 and 376 continue to be rented out frequently. Engine 376 was rented to the State station coverage in Butte on Sunday 6/24 and returned Thursday 6/28. Engine 376 was rented out on 6/29, and has been out since. With the current fires developing throughout the state and the Butte unit resources committed on fires, it's expected to be utilized for some time. Engine 274 is available to be rented.
- Station personnel spent time at the Gridley Library reading with children.
- Station personnel attended a multi-company training at Openshaw Training Grounds. Personnel trained on vehicle extrication utilizing hydraulic spreaders, cutters, and rams to gain access inside a vehicle to extricate the patient, as well as rescue 42 struts which are used to stabilize the vehicle making the working area safe for personnel to work around.
- Fire Volunteers Wanted – If you know of anyone who may want to get involved and make a difference by helping neighbors and friends, please encourage them to become a Gridley Volunteer Firefighter! The City of Gridley is a combination Fire Department with full-time CAL FIRE Firefighters and Gridley area resident Volunteer Firefighters. Our Volunteers meet regularly for training. Training is conducted cooperatively with Butte County Fire and includes all basic firefighting skills: first aid, ladders, breathing apparatus use, hose streams, vehicle extrication, etc. This ongoing training is in addition to the initial basic operations training course. For more information about becoming a Gridley Volunteer Firefighter, go to www.joinbcfd.org and submit a Volunteer Firefighter Interest Form.

Gridley Emergency Responses	City	County
Medical Aids	11	3
Traffic Collisions	0	2
Structure Fires	1	1
Vegetation Fires	2	3
Vehicle Fires	0	1
Public Assist	2	2
Cover Assignments	0	4
smoke checks, hazardous conditions, control burns, etc.	1	4
Technical Rescues	0	0

Police

- The Department continues in its goal to provide quality service in all aspects of public safety to the citizens we serve. Police patrol was active in both communities of Gridley and Biggs. The Department served several local arrest warrants during the week.
- Officers increased traffic enforcement efforts in both communities to promote safe driving habits.

- Catalyst and Catalyst Advocate Chasidy Walker recognized individually and separately Police Officers; Alberto Rodriguez, Jim Roberts and Tony Lara for directing victims of domestic violence to services and resources during their law enforcement responsibilities. Catalyst Advocate Walker provided letters of commendation for each officer for their professionalism, empathy and commitment to assisting victims of domestic violence. We congratulate each officer on their exceptional performance.
- Police personnel attended the monthly North Valley Gang Information Network meeting in Chico. The attendees discuss gang trends and enforcement efforts in Butte County. Police Administration attended the monthly Butte Narcotics Interagency Task Force meeting and the Law Enforcement Administrators meeting in Oroville.
- Gridley Police personnel joined the Fire Department in Gridley Little League's 911 Challenge Softball Game. Police and Fire battled it out against the Gridley Little League coaches in this annual fundraiser for the little league.
- Animal Control continues to provide proactive patrol and compassion for lost/stray animals. Animal Control personnel are encouraging our community canine owners to license their dogs. This provides a great record for any pet owner if they should lose their dog and enables Animal Control staff to find and return their pet.

City of Gridley - Police Activity	May 2018	2018 YTD	2017 Year Totals
Adult Arrests	48	240	660
Juvenile Arrests	7	21	23
Misdemeanor Arrests	44	227	584
Felony Arrests	6	34	91
Felony Crimes Reported	7	58	154
Misdemeanor Crimes	58	279	653
Total Police Incidents*	1,303	6,156	13,894
Battery	14	62	130
Burglary	6	40	77
Deceased Person	0	4	14
Vandalism	14	52	75
Stolen Vehicle	1	7	25
Robbery	0	1	3
Public Intoxication	8	14	53
Patrol Request	17	50	385
Medical Aid	13	65	300
Area Checks	99	515	1,595
Pedestrian Checks	71	311	657
Disturbing the Peace	53	220	343
Total 911 Calls	295	1,375	3,400
Total Traffic Collisions	5	32	81
Name Exchanges – Traffic Accidents	2	4	12
Total Traffic Citations	76	345	632
DUI Arrests	3	13	20
Traffic Stops	146	862	2,012
Extra Help Hours	140.25	1,847.25	3,961.75
RSVP Hours	18.00	82.00	220.00
<i>"Police Incidents" are those Police responses originating from telephone calls to the Dispatch Center, walk-ins at the Police lobby, Police Officer self-initiated activity and email or social media communications.</i>			

Public Works

The Public Works Department Leadership and Crewmembers are responsible for a broad array of important duties including: Water Distribution; Water Production; Sanitary Sewer Collection; the Wastewater Treatment Plant; Street and Sidewalk Maintenance; our Maintenance Districts; Parks Maintenance; City Building and Facility Maintenance.

- Public Works Crews completed the storage building at the Sewer Plant.
- Removal of damaged curb, gutter and sidewalk on Spruce Street has begun.
- Crews have started deep ripping in the percolation ponds and have started disking in front of the sewer plant to help with weed control.
- Pothole patchwork continues throughout the City.
- Public Works Crews overlaid the 900 block of Magnolia Street.
- A pump quit working at the Eagle Meadows sewer lift station. Crews pulled the pump and found debris wrapped around it. The debris was removed and the pump was placed back into service. Hwy 99 sewer lift station had the same issue so the pump was removed, cleaned and put back into service.
- Crews cleaned up weeds at the north end of Washington Street and the Heron Landing Maintenance ditch and improved the planter areas at the Heron Landing entrance on West Biggs Gridley Road.

Department of Public Works Activity	
Water Leaks Repaired	1
Water Encoder Receiver Transmitter installed/Replaced (ERT's)	0
Sewer Plugs	0
Tree Removal/Trimmed	1
Water Related Service Calls	2
Sewer Related Service Calls	0
Under Ground Service Alerts (USA's)	4
Park Related Service Calls	0
Other Service Calls	0

Production Well	Volume Pumped	Calc. Fl	Calc. Chlor
Eagle Meadows	35.930 M.G.	.71 mg/l	.2881 mg/l
Spruce	00.000 M.G.	.00 mg/l	.0000 mg/l
Wilson	00.000 M.G.	.00 mg/l	.0000 mg/l
Little Ave.	00.000 M.G.	.00 mg/l	.0000 mg/l
Liberty	16.014 M.G.	.71 mg/l	.2991mg/l
Parkside	00.272 M.G.	.13 mg/l	.0000 mg/l

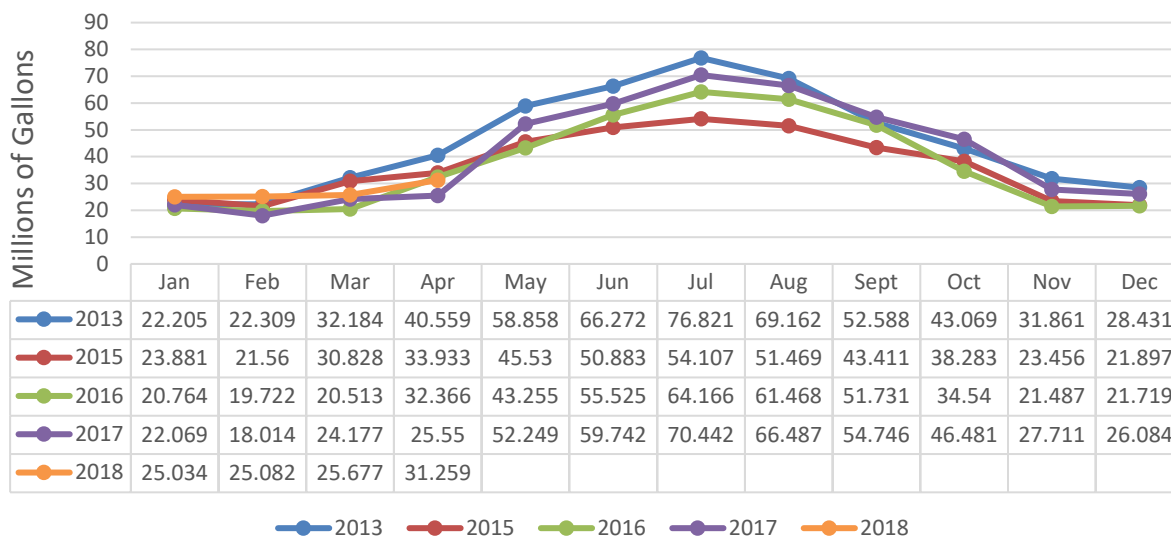
Monthly Water Production	
Total water pumped to system:	52.216 M.G.
Ave. chlorine residual in the system:	.21 mg/l
Ave. tested fluoride in the system:	.74 mg/l
Lab tested fluoride in the system:	.9 mg/l

Past Month's Flow's at the Waste Water Treatment Plant

Total flow to the Plant was 45.327 M.G.

Flow from Butte County Housing Authority was 726,100 gals.

Comparative Water Usages for 2013 - 2018



Recreation

- Recreation is currently working to enhance the usefulness and overall appearance of the Recreation Center. A new stove has been added to the Center and the large recreation room has been painted.
- Late Soccer registration remains open. Additional information available <http://gridley.ca.us/government-and-departments/departments/recreation-services/>
- The Recreation Division has added several exciting new Summer Programs including: Tumbling; Legos; and Baking. Check out our Facebook page <https://www.facebook.com/groups/120025737091/> for more information.
- Checkout Recreation's Facebook page at <https://www.facebook.com/groups/120025737091/>
- The Recreation Community Center meeting rooms are available for rent on evenings and weekends. The rental fee is \$100 per room, with an additional refundable \$50 cleaning deposit.

City Council Formal Calendar

- The City Council will hold its next Regular City Council meeting on Monday, July 16th at 6:00 pm at City Hall.
- The Butte County Board of Supervisors Agenda for the 9:00 am meeting on Tuesday, July 24th in Oroville can be accessed at the following link: <http://www.buttecounty.net/boardofsupervisors/BoardMeetings.aspx>

Thank you for your ongoing support and guidance.

Respectfully,

Paul

Gridley City Council –DRAFT City Council Meeting Minutes

Monday, June 4, 2018; 6:00 pm

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

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CALL TO ORDER

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

ROLL CALL

Councilmembers

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

Staff present:

Paul Eckert, City Administrator
Tony Galyean, City Attorney
Daryl Dye, Utilities Director
Dean Price, Police Chief

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Bruce Johnson

INVOCATION

Bishop Martin Brown of the Church of Jesus Christ of Latter-Day Saints provided the invocation.

PROCLAMATIONS - None

COMMUNITY PARTICIPATION FORUM

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

CONSENT AGENDA

1. City Services Update
2. City Council minutes dated May 7, 2018

Motion to approve the consent agenda by Bruce Johnson, seconded by Ray Borges

Motion passed, all in favor

PUBLIC HEARING - None

ITEMS FOR COUNCIL CONSIDERATION

3. Appointment of Council Member

Motion to appoint Dan Lofing by Vice Mayor Johnson, seconded by Councilmember Borges

ROLL CALL VOTE

Ayes: Johnson, Borges, Hall, Williams

Motion passed, 4-0

4. Budget Presentation

Finance Director Juan Solis gave an overview of the City's financial status. This is an informational item; no action was taken.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

There were no committee reports.

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

Budget Session - Expenditures	6/18/2018
Special Meeting Budget Session - Expenditures	6/21/2018
Special Meeting Budget Session – Potential Approval	6/25/2018
Special Meeting Budget Session – Potential Approval	6/28/2018
Abandoned and Unsafe Buildings Code Enforcement	7/16/2018

CLOSED SESSION - None

ADJOURNMENT

With no items for further discussion, Council adjourned to the next regularly scheduled meeting on June 18, 2018.

Paul Eckert, City Clerk

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, June 18, 2018; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Hall called the meeting to order at 6:00 p.m.

ROLL CALL

Councilmembers

Present: Borges, Johnson, Hall, Williams

Absent: None

Arriving post roll call: None

Staff present:

Paul Eckert, City Administrator

Tony Galyean, City Attorney

Juan Solis, Finance Director

Daryl Dye, Utility Director

Dean Price, Police Chief

Russ Hawes, Electric Supervisor

Ross Pippitt, Public Works Supervisor

Mike Hensley, IT Director

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Williams

INVOCATION

The invocation was provided by Larry Dolan of the Church of Jesus Christ, Latter Day Saints

PROCLAMATIONS - None

COMMUNITY PARTICIPATION FORUM

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

The Mayor pulled item #3 forward and Dan Lofing was sworn in by City Attorney Tony Galyean and was seated with Council.

CONSENT AGENDA

1. State Water Resources Grant Request

2. NCPA Commissioner Appointment

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

Motion passed, all in favor

PUBLIC HEARING - None

ITEMS FOR COUNCIL CONSIDERATION

3. Seating of New City Councilmember and Oath of Office

See above

4. Budget

Finance Director Juan Solis gave a power point presentation that reviewed the City's current financial status as well as recommended adjustments and the positive results of already implemented changes. This was informational only; no action was taken.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Vice Mayor Johnson reported on the Butte County Mosquito and Vector Control District meeting he attended.

Mayor Hall reported that he attended the Sutter Buttes Flood Control Agency meeting.

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

Special Meeting Budget Session – Expenditures	6/21/2018
Special Meeting Budget Session – Potential Approval	6/25/2018
Special Meeting Budget Session – Potential Approval	6/28/2018
Abandoned and Unsafe Buildings Code Enforcement	7/16/2018

CLOSED SESSION - None

ADJOURNMENT

With no items for further discussion, Council adjourned to a Special Meeting on June 21 at 1:00 p.m.

Paul Eckert, City Clerk

Gridley City Council – DRAFT City Council Meeting Minutes

Thursday, June 21, 2018; 1:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Hall called the meeting to order at 1:00

ROLL CALL

Councilmembers

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

Staff present:

Paul Eckert, City Administrator
Tony Galyean, City Attorney
Daryl Dye, Utility Director
Dean Price, Police Chief
Jamie Norton, Fire Chief
Mike Hensley, IT Director
Trina Leishman, Recreation Coordinator

COMMUNITY PARTICIPATION FORUM

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

ITEMS FOR COUNCIL CONSIDERATION

1. Special Budget Meeting – Introduction, Finance Director
 - Electric (30 min) / Public Works (30 min)
 - Police Department (30 min)
 - Fire Department (15 min)
 - Administration / Finance / Recreation (30 min)

Finance Director Juan Solis gave an overview of the City’s budget. This was followed by a summary from each department; Utility Director Daryl Dye, Police Chief Dean Price, Fire Chief Jamie Norton, City Administrator Paul Eckert, IT Director Mike Hensley and Recreation Coordinator Trina Leishman

2. Council comments

Council had few comments and with this being an informational meeting, there was no action taken.

ADJOURNMENT

With no further items for discussion, Council adjourned at 4:30 p.m. to the next Special Meeting on June 25, 2018.

Paul Eckert, City Clerk

Gridley City Council – DRAFT City Council Meeting Minutes

Monday, June 25, 2018; 1:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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CALL TO ORDER

Mayor Hall called the meeting to order at 1:00 p.m.

ROLL CALL

Councilmembers

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

Staff present:

Paul Eckert, City Administrator
Juan Solis, Finance Director
Daryl Dye, Utility Director
Dean Price, Police Chief
Jamie Norton, Fire Chief
Russ Hawes, Electric Supervisor
Scott Smallwood, Police Lieutenant

COMMUNITY PARTICIPATION FORUM

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

ITEMS FOR COUNCIL CONSIDERATION

1. Council approval of Fiscal Year 2018-2019 Budget:
 - Resolution No. 2018-R-015: A Resolution of the City Council of the City of Gridley Establishing the 2018-2019 Appropriations Limit for the City of Gridley
 - Resolution No. 2018-R-016: A Resolution of the City Council of the City of Gridley Adopting a Budget for Fiscal Year 2018-2019

After Council discussion, motion to approve Resolution Nos. 2018-R-015 and 2018-R-016 by Vice Mayor Johnson, seconded by Councilmember Williams

ROLL CALL VOTE

Ayes: Hall, Johnson, Lofing, Williams, Borges
Motion passed, 5-0

ADJOURNMENT

With no further items for discussion, Council adjourned at 1:50 p.m. to the next regularly scheduled meeting on July 16, 2018.

Paul Eckert, City Clerk

DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Gridley hereby calls a General Municipal Election to be held on November 6, 2018, for the purpose of the election of two members of the City Council for the full term of four years, and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the county election department of the County of Butte canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

WHEREAS, pursuant to Elections Code section 1300 and Gridley Municipal Code section 1.16.010, the City of Gridley General Election is to be held at the same time as the statewide General Election and said date for both is set forth in Elections Code section 1200, and for this year, 2018, is November 6.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRIDLEY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

- SECTION 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Butte is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 6, 2018, for the purpose of the election of two members of the City Council for the full term of four years.
- SECTION 2. That the County Election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.
- SECTION 3. That the Board of Supervisors is requested to issue instructions to the County Election department to take any and all steps necessary for the holding of the consolidated election.
- SECTION 4. That the City of Gridley recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.
- SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution

with the Board of Supervisors and the County Election department of the County of Butte.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed, and adopted by the City Council of the City of Gridley at a regular meeting held on the 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

City Council Agenda Item #4
Staff Report

Date: July 16, 2018

To: Mayor and City Council

From: Juan Solis, Finance Director

Subject: Resolutions 2018-R-018, 2018-R-019, 2018-R-020, and 2018-R-021 Authorizing the Levy of Assessment District Expenses for the Butte County 2018-2019 Tax Roll

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully requests that the Mayor and City Council receive a staff report and consider adoption of the four assessment district resolutions.

Background

The Gridley City Council previously approved the formation of the maintenance districts to construct, operate and maintain various public improvements within the newer subdivisions in the City under provisions of the Improvement Act of 1911. To finance the annual maintenance of this infrastructure, it is required to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby. These resolutions represent the completion of that annual assessment process.

The City Engineer for the City of Gridley procured preparation of a report in accordance with law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D, to set the amount and basis of the amounts to be assessed against each parcel within the districts, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the district. Pursuant to the provisions of Proposition 218, namely Article XIII D of the California Constitution, the City, after giving due and proper notice as required by Proposition 218, at its meeting of October 17, 2005 conducted a public hearing on the proposed modifications to the assessment pursuant to California Constitution Article XIII D, Section 4(e). The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the districts and operation and maintenance assessment for the fiscal year commencing 2005/2006, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector.

Fiscal Impact

The service level for the maintenance districts is recommended to be the same as prior year. The City has the authority to charge a CPI increase, but the City has not done so in several years. The City is not recommending a CPI increase at this time.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to provide the best possible financial practices and the highest possible transparency regarding all financial transactions.

Attachments

1. Resolution 2018-R-018: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 6 ON BUTTE COUNTY 2018-2019 TAX ROLL
2. Resolution 2018-R-019: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO.2 ON BUTTE COUNTY 2018-19 TAX ROLL
3. Resolution 2018-R-020: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 3 ON BUTTE COUNTY 2018-2019 TAX ROLL
4. Resolution 2018-R-021: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT DISTRICT NO. 1 ON BUTTE COUNTY 2018-2019 TAX ROLL

**RESOLUTION NO.
2018-R-018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT
DISTRICT NO. 6 ON BUTTE COUNTY 2018-2019 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District # 6 (Resolution No. 2008-R-047) to construct, operate and maintain various public improvement within Bowwood estates under the improvement act of 1911, (Streets and Highways Code Section 5820, and 5821 et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 6, and operation and maintenance assessment for the fiscal year commencing 2009/2010 , and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approved the assessment for 2018-2019 for the amount of \$ 559.44 without a CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 6.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

Paul Eckert, City Clerk

APPROVE:

Frank Hall, Mayor

**RESOLUTION NO.
2018-R-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT
DISTRICT NO.2 ON BUTTE COUNTY 2018-19 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District #2 (Resolution No. 2004-R-004) to construct, operate and maintain various public improvements within the Eagle Meadows subdivision under provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5000 and 5821, et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D, to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, pursuant to the provisions of Proposition 218, namely Article XIII D of the California Constitution, the City, after giving due and proper notice as required by Proposition 218, at its meeting of October 17, 2005 conducted a public hearing on the proposed modifications to the assessment pursuant to California Constitution Article XIII D, Section 4(e); and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 2, and operation and maintenance assessment for the fiscal year commencing 2005/2006, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approves the assessment for 2018-2019 for the amount of \$570.82 without a CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No.2.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

**RESOLUTION NO.
2018-R-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT
DISTRICT NO. 3 ON BUTTE COUNTY 2018-2019 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District #3 (Resolution No. 2004-R-065) to construct, operate and maintain various public improvements within the Heron Landing subdivision under provisions of the Improvement Act of 1911 (Streets and Highways Code Section 5000 and 5821,et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1911, as well as the California State Constitution, Article XIII D, to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 3, and operation and maintenance assessment for the fiscal year commencing 2005/2006, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approves the assessment for 2018-2019 for the amount of \$208.96 without a CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No.3.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 16th day of July, 2018 by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

**RESOLUTION NO.
2018-R-021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY TO LEVY ASSESSMENT
DISTRICT NO. 1 ON BUTTE COUNTY 2018-2019 TAX ROLL**

WHEREAS, the Gridley City Council previously approved the formation of Maintenance District No. 1 (Resolution No. 25 (1999 Series)) to construct, operate and maintain the specific facility of storm and flood water within the Richins subdivision under the benefit act of 1982, (Streets and Highways Code Section 3110, and 5821 et seq); and

WHEREAS, the City Council of the City of Gridley has determined that it is appropriate and necessary to assess the expenses of maintenance and operation of the improvements upon the real property within the district to be benefited thereby; and

WHEREAS, the City Engineer for the City of Gridley caused a report to be prepared in the manner provided by law, including the improvement act of 1982, as well as the California State Constitution, Article XIII 4(e)) to set the amount and basis of the amounts to be assessed against each parcel within the Assessment District, the adjustments to be made to annual assessments based upon increases in the Consumer Price Index and other particulars relating to the District, and

WHEREAS, The Tax Collector of the County of Butte was requested to levy and add to the tax bill sent by the County to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No. 1, and operation and maintenance assessment for the fiscal year commencing 1999/2000, and for each year thereafter, which assessment was collected from each land owner with the proportioning of the collection between the first installment and the second installment to be determined by the County Tax Collector; and

WHEREAS, Government Codes 54703 & 54718 provides the authority for the City to place the assessment on the tax roll.

NOW, THEREFORE, the City Council of the City of Gridley approved the assessment for 2018-2019 for the amount of \$113.52 without any CPI increase. The benefit is to be provided to the owner of each parcel of real property within the boundaries of the Gridley Maintenance Assessment District No.1.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

Paul Eckert, City Clerk

APPROVE:

Frank Hall, Mayor

City Council Agenda Item #5
Staff Report

Date: July 16, 2018

To: Mayor and Members of the City Council

From: Paul Eckert, City Administrator

Subject: 2018 HOME Investment Partnerships Program (HOME) Application Submittal

X	Regular
	Special
	Closed
	Emergency

Recommendation

City staff respectfully recommends the Mayor and City Council review and adopt a resolution approving the submittal of an application in response to the 2018 State HOME Notice of Funding Availability (NOFA) and authorize the Finance Director to execute a standard agreement, any amendments thereto, and any related documents necessary to participate in the HOME grant program.

Background

On June 5, 2018 the State Department of Housing and Community Development released the Notice of Funds Availability (NOFA) for the State HOME program. Eligible cities and counties may submit applications for HOME funds to carry out housing activities in their respective jurisdictions. All activities must benefit to low and moderate-income persons.

After careful consideration, the following programs have been identified that would benefit from this possible funding opportunity:

General Program Administration	\$ 12,500
First Time Homebuyer Program	\$ 243,750
Owner Occupied Housing Rehabilitation Program	\$ 243,750
TOTAL	\$ 500,000

The total amount of this year's HOME application is \$500,000. The City's application will be scored and ranked against all other applications received by the State Department of Housing and Community Development. The City can expect to receive notification of award by December, 2018.

Fiscal Impact

Possible State HOME grant funds in the amount of \$500,000.

Attachment

Resolution No. 2018-R-022 Approving the City of Gridley's 2018 HOME Application

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM

WHEREAS, the California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME Investment Partnerships Program (“HOME”) funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.

WHEREAS, on June 5, 2018 the Department issued a 2018 Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”).

WHEREAS, in response to the 2018 NOFA, the City of Gridley, a municipal corporation, (the “Applicant”), wishes to apply to the Department for, and receive an allocation of, HOME funds.

NOW THEREFORE, BE IT RESOLVED THAT, in response to the June 2018 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Hundred Thousand Dollars (\$500,000.00) for the following activities and/or programs:

- First Time Homebuyer Program – Funds will be used to provide loans to income-eligible first-time homebuyers purchasing a home.
- Owner Occupied Rehabilitation Program – Funds will be used to continue the City’s Owner-Occupied Housing Rehabilitation Loan Program that provides loans to income-eligible homeowners that need to make repairs to their homes.

Both programs to be located in the City of Gridley city limits.

BE IT FURTHER RESOLVED, if the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

BE IT FURTHER RESOLVED THAT, the applicant authorizes the Finance Director or his/her designee(s) to execute, in the name of the applicant, the required documents.

I HEREBY CERTIFY that this Resolution of the City Council of the City of Gridley was duly introduced and passed at a regular meeting of the City Council of the City of Gridley held on the 16th day of July, 2018, by the following vote:

AYES: COUNCILMEMBERS

NOES: COUNCILMEMBERS

ABSENT: COUNCILMEMBERS

ABSTAIN: COUNCILMEMBERS

ATTEST:

Paul Eckert, City Clerk

APPROVE:

Frank Hall, Mayor

City Council Agenda Item #6
Staff Report

Date: July 16, 2018

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 2018/2019 California Department of Forestry and Fire Protection (CAL FIRE) Fire Protection Reimbursement Agreement No. 2CA03940 and authorize the Mayor to sign the Agreement.

Background

The Fire Protection Reimbursement Agreement from CAL FIRE for fiscal year 2018/2019 is ready to sign. The amount of this agreement is \$717,817.00, consistent with the submitted Fire budget proposal, including reductions, as overviewed by the Finance Director at the June 25, 2018 Special City Council meeting.

Financial Impact

The fiscal impacts to the City of Gridley General Fund were previously discussed during the FY 2018-19 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. 2018-R-023
- Fire Protection Reimbursement Agreement No. 2CA03940

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING AGREEMENT NO. 2CA03940 WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR SERVICES FROM JULY 1, 2018 TO JUNE 30, 2019

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, 2018. This agreement provides fire protection services during the State Fiscal year (2018/2019).

BE IT FURTHER RESOLVED that Frank Hall, 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 16th day of July, 2018, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Paul Eckert, City Clerk

Frank Hall, Mayor

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

AGREEMENT NUMBER **2CA03940**

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, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 717,817.00
Seven hundred seventeen thousand, eight hundred seventeen 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	10	pages
Exhibit E – Description of Other Services	1	pages

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

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Gridley

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank Hall, 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

*California Department of General
Services Use Only*

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

AGREEMENT NUMBER **2CA03940**

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, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 882,985.00
Eight hundred eighty-two thousand, nine hundred eighty-five 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	10	pages
Exhibit E – Description of Other Services	1	pages

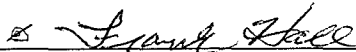
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

LOCAL AGENCY

LOCAL AGENCY'S NAME

City of Gridley

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Frank Hall, 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

*California Department of General
Services Use Only*

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

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

CAL FIRE Unit Chief:	Darren Read	Local Agency:	City of Gridley
Name:	Butte Unit	Name:	Frank Hall, 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:	Darren Read	Local Agency:	City of Gridley
Section/Unit:	Support Services	Section/Unit:	Administration
Attention:	Lisa Koehler	Attention:	Paul Eckert
Address:	176 Nelson Avenue	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: 2CA03940

Index: 2100

PCA: 27120

Fiscal Year: 2018/19 to 2018/19

This is Schedule A of Cooperative Agreement originally dated July 1, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2018					Unit: Butte		Sub Total		\$604,949		Contract Name:		City of Gridley					
Index: 2100							Admin		\$75,437		Yr 2 Increase		0.0%					
CA: 27120							Total		\$680,387		Yr 2 Subtotal		\$0					
RC: 4142											Contract No.: 2CA03940							
Comments: City of Gridley											Page No.: 18							
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2018 between City of Gridley, and the California Department of Forestry and Fire Protection (CAL FIRE)							Overtime Total:		\$37,430									
							CAL FIRE Unit Chief		Darren Read									
							CAL FIRE Region Chief		Scott Upton									

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, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2018/19 to 2018/19

(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, 2018, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2018/19 to 2018/19

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	3 B 1	E021598
Flat Rate 1A	2005	2 B 1	1194655

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2018, 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: 2018/19 to 2018/19

**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: 

Signature

Paul Eckert

Printed Name

Administration

Title

Date

7-9-18

**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: 

Signature

Paul Eckert

Printed Name

Administration

Title

Date

7-9-18

**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: 

Signature

Paul Eckert

Printed Name

Administration

Title

Date

7-9-18

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 #7
Staff Report

Date: July 16, 2018

To: Mayor and City Council

From: Paul Eckert, City Administrator

Subject: Abandoned and Unsafe Structures

X	Regular
	Special
	Closed
	Emergency

Recommendation

Staff respectfully requests the City Council permit staff to present possible options regarding the abatement procedures for structures potentially presenting public safety and health concerns.

Background

City staff will request general guidance regarding the code enforcement process to gain compliance from private property owners to eradicate apparent safety and health threats associated with the following properties initially identified. More in-depth information, including photos and ownership records, will be provided during the City Council presentation.

890 Bridgeford Street
391 Park Street
570 Ohio Street
1083 Ohio Street
235 Indiana Street
946 Indiana Street
220 Magnolia Street

As a short-term safety measure, staff recommends the immediate securing (fencing and plywood) of the large property located at 570 Ohio Street at an approximate cost of \$4,000.

Financial Impact

Costs associated with this introductory report are minimal, including an estimated \$4,000 for security fencing for the unsafe building at 570 Ohio Street. Recommendations in September may include significant costs associated with the demolition of unsafe buildings.

Compliance with the City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing efforts to provide a safe and attractive City for residents and visitors.

Attachments - None