

Gridley City Council – Regular City Council Meeting Agenda

Monday, July 19, 2021; 6:00 pm

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

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

Notice of Temporary City Council Meeting Procedures

This meeting is being held in accordance with the Brown Act as currently in effect under the State Emergency Act, Governor Gavin Newsom’s Emergency Declaration related to COVID-19, and Governor Newsom’s Executive Order N-29-20 issued March 17, 2020 that allows attendance by City Council, City staff and the public to participate and conduct the meeting by teleconference and to participate in the meeting to the same extent as if they were present. Comments from the public on agenda items will be accepted until 4 pm on July 19, 2021, via email to jmolinari@gridley.ca.us or via the payment/document drop box at Gridley City Hall and will be conveyed to the Council for consideration. The Mayor and Council appreciate the public’s adaptation and patience during this crisis.

You may attend via Zoom:

Join Zoom Meeting

<https://zoom.us/j/91782603628?pwd=TnZZcUl1ZS9WTXBGUHJsSHpxVHZmdz09>

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CALL TO ORDER - Mayor Johnson

ROLL CALL

PLEDGE OF ALLEGIANCE – Vice Mayor Farr

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

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

CONSENT AGENDA

1. City Council meeting minutes dated June 17, 18, 21 and 28, 2021
2. Approval of City of Gridley Electric Utility Wildfire Mitigation Plan
3. Resolution No. 2021-R-014: A Resolution of the City Council of the City of Gridley Approving Agreement No. 2CA05234 with the California Department of Forestry and Fire Protection and Authorizing the Mayor to Sign the Agreement for Services from July 1, 2021 to June 30, 2022
4. Request for review and approval of Administrator membership in the California City Management Foundation (CCMF)
5. Contract Award for Asphalt Concrete Products

ITEMS FOR COUNCIL CONSIDERATION

6. Interview of Candidates to fill Planning Commissioner Vacancies
7. State Route 99 Caltrans Project – Verbal Update, Dave Harden, City Engineer
8. Request for Council Designation of Voting Delegate and Alternate(s) for League of Ca Cities Annual Conference and Expo (Annual Business Meeting) September 22-24, 2021
9. Request for approval for City to resume normal utility billing and collections actions to include service shutoffs as necessary for delinquent accounts.

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):

| | |
|---|-----------|
| Ordinance to amend Title 15 of the GMC and related fees | 8/2/2021 |
| American Recovery Plan Overview | 8/2/2021 |
| Asphalt Pavement Supplier Award | 8/2/2021 |
| General Plan Amendment and Rezone – Dhami | 8/16/2021 |
| Chandler Park Subdivision | 8/16/2021 |
| Parkland Estates | 8/16/2021 |
| SR 99 Sidewalk | 8/16/2021 |
| Park Planning and Grant Pursuit | 8/16/2021 |
| CJIS Radio Compliance Program for Police Dept | 8/16/2021 |
| Bernard Annexation/GPA/RZ/TSM/MND | 8/16/2021 |
| Edler Estates | 9/7/2021 |
| Steffen Estates | 9/7/2021 |
| Award Contract for Municipal Services Review | 9/20/2021 |

CLOSED SESSION - None

ADJOURNMENT – adjourning to a Regular meeting on August 2, 2021

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 16, 2021. 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.

Gridley City Council – Special City Council Meeting Minutes

Thursday, June 17, 2021; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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

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You may attend via Zoom:

Join Zoom Meeting

<https://zoom.us/j/93418514034?pwd=VUkrM2pvemRVY1kwYllMUTN1Y1lvQT09>

Meeting ID: 934 1851 4034

Passcode: 057530

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+1 646 558 8656 US (New York)

Meeting ID: 934 1851 4034

Passcode: 057530

Find your local number: <https://zoom.us/u/adBZKSJdVp>

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:08 pm.

ROLL CALL

Council Members

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

Staff present: Cliff Wagner, City Administrator
Tony Galyean, City Attorney
Danny Howard, Electric Utility Director
Rodney Harr, Police Chief
Ross Pippitt, Public Works Director
Elisa Arteaga, Finance Director
Donna Decker, City Planner
Dave Harden, City Engineer

PLEDGE OF ALLEGIANCE

Vice Mayor Farr led the Pledge of Allegiance.

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

COMMUNITY PARTICIPATION FORUM

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

CONSENT AGENDA - None

ITEMS FOR COUNCIL CONSIDERATION

1. Fiscal Year 2021/2022 Annual Budget Public Meeting #1

Council received presentations from various departments including Engineering, Police, Recreation, IT, Planning and Fire. Past accomplishments and future projects are discussed for the purpose of budget planning. City contributions were also discussed.

This is the first meeting of three to discuss the FY 21-21 budget. This is an informational item only; no action was taken.

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Mayor Johnson reported on his attendance at the Sutter Butte Flood Control Agency meeting and the Butte County Mosquito and Vector Control District meeting.

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

| | |
|---|-----------|
| General Plan Amendment and Rezone – Dhami | 6/21/2021 |
| Consideration of property purchase at 57 E Gridley Road | 6/21/2021 |
| CJIS Radio Compliance Program for Police Dept | 6/21/2021 |
| Bernard Annexation/GPA/RZ/TSM/MND | 7/6/2021 |

CLOSED SESSION - None

ADJOURNMENT

Council adjourned at 10:47 pm to the next Special meeting on June 18.

Cliff Wagner, City Clerk

DRAFT

Gridley City Council – Special City Council Meeting Minutes

Friday, June 18, 2021; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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You may attend via Zoom:

Join Zoom Meeting

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+1 646 558 8656 US (New York)

Meeting ID: 957 5946 5106

Passcode: 638600

Find your local number: <https://zoom.us/u/abooqi8XzB>

CALL TO ORDER

Mayor Johnson called the meeting to order at 6:08 pm.

ROLL CALL

Council Members

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

Staff present: Cliff Wagner, City Administrator
Ross Pippitt, Public Works Director
Rodney Harr, Police Chief
Elisa Arteaga, Finance Director
Danny Howard, Electric Utility Director
Ruben Quihuiz, Lieutenant

PLEDGE OF ALLEGIANCE

Council Member Sanchez led the Pledge of Allegiance.

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

COMMUNITY PARTICIPATION FORUM

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

CONSENT AGENDA - None

ITEMS FOR COUNCIL CONSIDERATION

- 1. Fiscal Year 2021/2022 Annual Budget Public Meeting #2

Staff presented on the Enterprise funds; water, sewer and electric. Council was updated on projects that have been completed and future projects to budget for.

There were no comments from the public. This was an informational meeting, there was no action taken.

CITY STAFF AND COUNCIL COMMITTEE - None

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

| | |
|---|-----------|
| General Plan Amendment and Rezone – Dhami | 6/21/2021 |
| Consideration of property purchase at 57 E Gridley Road | 6/21/2021 |
| CJIS Radio Compliance Program for Police Dept | 6/21/2021 |
| Bernard Annexation/GPA/RZ/TSM/MND | 7/6/2021 |

CLOSED SESSION - None

ADJOURNMENT

With no items for further discussion, Council adjourned at 9:42 pm to the next regularly scheduled meeting on June 21, 2021.

Cliff Wagner, City Clerk

DRAFT

Gridley City Council – Amended* City Council Meeting Minutes

Monday, June 21, 2021; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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You may attend via Zoom:

Join Zoom Meeting

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833 548 0282 US Toll-free

Meeting ID: 983 2366 3102

Passcode: 569842

Find your local number: <https://zoom.us/u/acDZTkPW6y>

CALL TO ORDER

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

ROLL CALL

Council Members

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

Staff present:

Cliff Wagner, City Administrator
Tony Galyean, City Attorney
Danny Howard, Electric Utility Director
Ross Pippitt, Public Works Director
Elisa Arteaga, Finance Director
Ruben Quihuiz, Lieutenant
Rodney Harr, Police Chief
Dave Harden, City Engineer
Donna Decker, City Planner

PLEDGE OF ALLEGIANCE

Council Member Torres led the Pledge of Allegiance.

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

COMMUNITY PARTICIPATION FORUM

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

CONSENT AGENDA

1. City Council minutes dated June 7, 2021
2. Approval of Resolution No. 2021-R-010: A Resolution of The City Council of The City of Gridley Adopting the City of Gridley Bicycle Plan 2021 Update
3. Approval of Resolution No. 2021-R-011: A Resolution of The City Council of The City of Gridley Adopting A List Of Projects For Fiscal Year 2021-22 Funded By SB 1: The Road Repair And Accountability Act Of 2017
4. Request for review and approval of Administrator membership in the International City/County Management Association (ICMA)
5. Approval of Gridley Electric Security Plan

Council Member Sanchez had some questions regarding item #3 which were answered by Dave Harden of Bennett Engineering who was in attendance via Zoom.

Motion to approve the consent agenda by Council member Sanchez, seconded by Vice Mayor Farr.

ROLL CALL VOTE

Ayes: Johnson, Torres, Farr, Sanchez

Motion passed, 4-0

ITEMS FOR COUNCIL CONSIDERATION

6. Review of The Potential Purchase of Property to Be Added to The Existing City of Gridley Electric Utility Corporation Yard Located at 57 E Gridley Road (APN 010-210-031)

Donna Decker briefly reviewed the item presented which included the appraisal for the property at 57 E. Gridley Road. She also noted that the recommendation for this item includes establishing a negotiating committee for both appraisals under consideration by the City at this time (57 E. Gridley Road and 235 Virginia Street).

Council determined Mayor Johnson and Vice Mayor Farr would act alongside City Attorney Tony Galyeon as the negotiating committee.

Motion by Council member Sanchez to appoint Mayor Johnson and Vice Mayor Farr to serve on the suggested negotiating committee, seconded by Council member Torres.

ROLL CALL VOTE

Ayes: Johnson, Torres, Sanchez, Farr

Motion passed, 4-0

Motion by Council member Sanchez to approve item #6 staff recommendation advising to move forward with review of the appraisal, seconded by Mayor Johnson.

ROLL CALL VOTE

Ayes: Johnson, Farr, Torres, Sanchez

Motion passed, 4-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

There were no committee reports.

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

| | |
|---|-----------|
| CJIS Radio Compliance Program for Police Dept | 7/6/2021 |
| Bernard Annexation/GPA/RZ/TSM/MND | 7/6/2021 |
| General Plan Amendment and Rezone – Dhami | 7/19/2021 |

CLOSED SESSION

7. Closed Session with legal counsel pursuant to Government Code 54956.9 to discuss potential litigation and personal injury claim by Mr. Michael Miller

Council went into closed session at 6:14 pm and came out of closed session with no reportable action.

***ADJOURNMENT**

With no items for further discussion, Council adjourned to a Special meeting on June 28, 2021.

Cliff Wagner, City Clerk

DRAFT

Gridley City Council – Special City Council Meeting Minutes

Monday, June 28, 2021; 6:00 pm
Gridley City Hall, 685 Kentucky Street, Gridley, CA 95948

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You may attend via Zoom:

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888 475 4499 US Toll-free

833 548 0276 US Toll-free

Meeting ID: 987 3879 3603

Passcode: 227487

Find your local number: <https://zoom.us/u/acEEDaNYy>

CALL TO ORDER

Mayor Johnson called the meeting to order.

ROLL CALL

Council Members

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

Staff present:

Cliff Wagner, City Administrator
Elisa Arteaga, Finance Director
Rodney Harr, Police Chief
Ross Pippitt, Public Works Director
Danny Howard, Electric Utility Director
Ruben Quihuiz, Lieutenant
Dave Harden, City Engineer

PLEDGE OF ALLEGIANCE

Mayor Johnson led the Pledge of Allegiance.

INVOCATION - None

PROCLAMATIONS - None

INTRODUCTION OF NEW OR PROMOTED EMPLOYEES – None

COMMUNITY PARTICIPATION FORUM

Maria Sanchez, 1955 Vermont Street, spoke her concerns regarding the Chandler Park Subdivision stating that the end of Vermont is a quiet area where children play in the street. Making it an access point to the new subdivision would be dangerous, especially since people already drive too fast.

CONSENT AGENDA

1. Approval of Resolution No. 2021-R-012: A Resolution of The City Council of The City of Gridley Approving the Physical Security Plan Prepared by Gridley Electric Utility Director, Danny Howard, and Third-Party Reviewer, Police Chief Rodney Harr, as Compliant with California Public Utilities Commission Decision D.19-01-018

Motion to approve the consent agenda by Council member Calderon, seconded by Vice Mayor Farr.

ROLL CALL VOTE

Ayes: Calderon, Johnson, Farr, Sanchez
Motion passed, 4-0

ITEMS FOR COUNCIL CONSIDERATION

2. Fiscal Year 2021/2022 Annual Budget Public Meeting #3 – Budget Adoption; Approve Resolution No. 2021-R-013: A Resolution Establishing the 2021-2022 Appropriations Limit for the City of Gridley; and Approve Resolution No. 2021-R-014: A Resolution Adopting a Budget for Fiscal Year 2021-2022

Finance Director Elisa Arteaga presented final comments and summarized the budget presentation to Council.

Patrick Coghlan, 852 Idaho Street, addressed Council asking them to not pass the Gann resolution until the City Attorney and City Administrator were present in the room.

After much discussion among Council, motion to approve Item #2 made by Vice Mayor Farr, seconded by Council member Calderon.

ROLL CALL VOTE

Ayes: Johnson, Calderon, Sanchez, Farr

Motion passed, 4-0

CITY STAFF AND COUNCIL COMMITTEE REPORTS

Council member Calderon reported on the meeting he attended with Butte County Association of Governments.

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

| | |
|---|-----------|
| General Plan Amendment and Rezone – Dhami | 7/19/2021 |
| Consideration of property purchase at 57 E Gridley Road | 7/19/2021 |
| CJIS Radio Compliance Program for Police Dept | 7/19/2021 |
| Bernard Annexation/GPA/RZ/TSM/MND | 8/16/2021 |

CLOSED SESSION - None

ADJOURNMENT

With no items for further discussion, Council adjourned to the next regularly scheduled meeting on July 19, 2021.

Cliff Wagner, City Clerk

City Council Agenda Item #2
Staff Report

Date: July 19, 2021

To: Mayor and City Council

From: Danny Howard, Electric Utility Director

Subject: Approval of Gridley Electric Utility Wildfire Mitigation Plan

| | |
|-------------------------------------|-----------|
| <input checked="" type="checkbox"/> | Regular |
| <input type="checkbox"/> | Special |
| <input type="checkbox"/> | Closed |
| <input type="checkbox"/> | Emergency |

Recommendation

Staff respectfully requests the City Council approve the Gridley Electric Utility Wildfire Mitigation Plan for FY 21-22.

Background

Over the last few years, California has experienced several catastrophic wildfires that has resulted in the State Legislature passing SB 901 in September 2018. The law requires California utilities to annually prepare a Wildfire Mitigation Plan (WMP). The City Council adopted our initial WMP in December 2019 for the FY 19-20. SB 901 also requires that the WMP be evaluated by a qualified independent evaluator, who shall issue a report to the governing body of each utility. This process will be done this fiscal year for the FY 22-23 update.

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

Wildfire Safety Advisory Board (WSAB) will join the California Natural Resources Agency on July 1, 2021, as the Office of Energy Infrastructure Safety (Energy Safety). The WSAB will have an electronic, online e-filing system to receive and distribute document filings and provide easy access to information. The CPUC is requesting we resubmit our WMP to the new e-filing system.

Fiscal Impact

None

Compliance with City Council Strategic Plan or Budget Goals

This recommendation is consistent with our ongoing efforts to provide safe and reliable electrical services.

Attachments

Gridley Electric Utility Wildfire Mitigation Plan

Gridley Electric Utility **WILDFIRE** **MITIGATION** **PLAN**

JULY 1, 2021

I. OVERVIEW

A. POLICY STATEMENT

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

B. PURPOSE OF THE WILDFIRE MITIGATION PLAN

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

Organization of the Wildfire Mitigation Plan

This Wildfire Mitigation Plan includes the following elements:

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

II. OBJECTIVES OF THE WILDFIRE MITIGATION PLAN

A. MINIMIZING SOURCES OF IGNITION

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

B. RESILIENCY OF THE ELECTRIC GRID

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

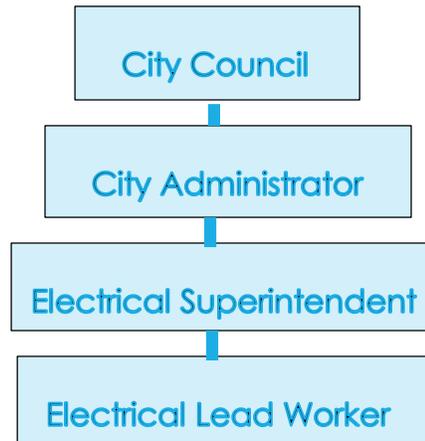
C. MINIMIZING UNNECESSARY OR INEFFECTIVE ACTIONS

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

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

III. ROLES AND RESPONSIBILITIES

A. UTILITY GOVERNANCE STRUCTURE



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

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

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

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

B. WILDFIRE PREVENTION

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

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

C. WILDFIRE RESPONSE AND RECOVERY

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

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

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

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

D. COORDINATION WITH WATER UTILITIES/DEPARTMENT

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

E. COORDINATION WITH COMMUNICATION INFRASTRUCTURE PROVIDERS

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

F. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

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

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

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

IV. WILDFIRE RISKS AND DRIVERS ASSOCIATED WITH DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE

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

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

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

B. ENTERPRISEWIDE SAFETY RISKS

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

- Electrical system equipment failure

- Falling trees
- Animal contacting energized equipment
- Human error

C. CHANGES TO CPUC FIRE THREAT MAP

None at this time.

V. WILDFIRE PREVENTATIVE STRATEGIES

A. HIGH FIRE THREAT DISTRICT

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

B. WEATHER MONITORING

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

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

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

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

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

C. DESIGN AND CONSTRUCTION STANDARDS

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

D. VEGETATION MANAGEMENT

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

| GO 95, Rule 35, Table 1 | | | | | |
|--------------------------------|--|---|---|--|--|
| Case | Type of Clearance | Trolley Contact, Feeder and Span Wires, 0-5kv | Supply Conductors and Supply Cables, 750 - 22,500 Volts | Supply Conductors and Supply Cables, 22.5 - 300 kV | Supply Conductors and Supply Cables, 300 - 550 kV (mm) |
| 13 | Radial clearance of bare line conductors from tree branches or foliage | 18 inches | 18 inches | ¼ Pin Spacing | ½ Pin Spacing |
| 14 | Radial clearance of bare line conductors from vegetation in the Fire-Threat District | 18 inches | 48 inches | 48 inches | 120 inches |

**Appendix E
Guidelines to Rule 35**

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

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

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

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

E. INSPECTIONS

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

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

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

F. WORKFORCE TRAINING

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

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

- Normal

- Elevated
- Extreme
- Red Flag

Gridley has added a Wildfire Mitigation Plan and fire safety training to its safety training program.

G. RECLOSING POLICY

During Red Flag Warnings:

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

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

H. DEENERGIZATION

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

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

1. IMPACTS TO PUBLIC SAFETY

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

- Residential areas will lose power
- Schools will lose power
- Hospital will be on back-up generation power

- Stores will lose power
- Gas stations will lose power
- Traffic signals will be on battery back-up power
- Street lights will not work
- Water supply will be on back-up generation power
- Sewer will be on back-up generation power
- City Hall and Police departments will be on back-up generator power

2. CUSTOMER NOTIFICATION PROTOCOLS

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

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

VI. COMMUNITY OUTREACH AND PUBLIC AWARENESS

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

VII. RESTORATION OF SERVICE

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

VIII. EVALUATING OF THE PLAN

A. METRICS AND ASSUMPTIONS FOR MEASURING PLAN PERFORMANCE

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

METRIC 1: FIRE IGNITIONS

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

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

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

METRIC 2: WIRES DOWN

The second metric is the number of distribution and transmission wires downed within Gridley's service territory. For purposes of this metric, a wire down event includes any instance where an electric

transmission or primary distribution conductor falls to the ground or on to a foreign object. Gridley will divide the wires down metric between wires down inside and outside of the High Fire Threat District.

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

B. IMPACT OF METRICS ON PLAN

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

C. MONITORING AND AUDITING THE PLAN

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

D. IDENTIFYING AND CORRECTING DEFICIENCIES IN THE PLAN E. MONITORING THE EFFECTIVENESS OF INSPECTIONS

To be developed at a later time.

IX. INDEPENDENT AUDITOR

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

City Council Agenda Item #3
Staff Report

Date: July 19, 2021

To: Mayor and City Council

From: Cliff Wagner, City Administrator

Subject: Resolution No. 2021-R-014: A Resolution of the City Council of the City of Gridley Approving Agreement No. 2CA05234 with the California Department of Forestry and Fire Protection and Authorizing the Mayor to Sign the Agreement for Services from July 1, 2021 to June 30, 2022

| | |
|----------|-----------|
| X | Regular |
| | Special |
| | Closed |
| | Emergency |

Recommendation

Staff respectfully requests the City Council review and approve the California Department of Forestry and Fire Protection Agreement No. 2CA05234 for the amount not to exceed \$1,207,655.00 and authorize the Mayor to sign the agreement.

Background

The City has historically contracted with California Department of Forestry and Fire for fire protection services. The reimbursement agreement is submitted to Council for review and approval. On June 28th, 2021, the Council approved the 21-22 Operating and Capital Budget which included the estimated costs for fire services. Although, the contract is higher than prior years, it is due to additional staffing which the City is a recipient of a SAFER Grant (\$325,000). The grant allows for reimbursement of two positions and receives revenue from equipment rental during fire seasons. It is anticipated that rental receipts for this coming fiscal year will be approximately \$150,000.

Fiscal Impact

The budget for FY 21-22 has included the estimated costs for Fire Protection Services. Approval of the contract would be in line with the current approved 21-22 Operating and Capital Budget.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

- Resolution No. 2021-R-014
- Fire Agreement

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRIDLEY APPROVING AGREEMENT NO. 2CA05234 WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT FOR SERVICES FROM JULY 1, 2021 TO JUNE 30, 2022

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, 2021. The agreement provides fire protection services during the State fiscal year (2021/2022).

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

I HEREBY CERTIFY that the foregoing resolution was dully passed and adopted by the City Council of the City of Gridley at a regular meeting thereof, held on July 19th, 2021, by the following vote:

AYES: COUNCIL MEMBERS

NOES: COUNCIL MEMBERS

ABSENT: COUNCIL MEMBERS

ABSTAIN: COUNCIL MEMBERS

ATTEST:

APPROVE:

Cliff Wagner, City Clerk

Bruce Johnson, Mayor

**COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 11/2020

| | |
|----------------------|-----------------|
| AGREEMENT NUMBER | 2CA05234 |
| 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, 2021 through June 30, 2022

3. The maximum amount of this Agreement is: \$ 1,207,655.00
One million, two hundred seven thousand, six hundred fifty-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 | 12 | 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 Bruce Johnson, Mayor | |
| ADDRESS 685 Kentucky Street, Gridley, CA 95948 | |

California Department of General Services Use Only

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 Chris Anthony, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety | |
| ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460 | |

**EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT**

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

| | | | |
|----------------------|----------------|---------------|-----------------|
| CAL FIRE Unit Chief: | John Messina | Local Agency: | City of Gridley |
| Name: | Butte Unit | Name: | Bruce Johnson |
| 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: | John Messina | Local Agency: | City of Gridley |
| Section/Unit: | Support Services | Section/Unit: | Administration |
| Attention: | Lisa Koehler | Attention: | |
| Address: | 176 Nelson Avenue | Address: | 685 Kentucky Street |
| 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.

Contractor Name: City of Gridley

Contract No: 2CA05234

Page No.: 17

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

NAME OF LOCAL AGENCY: City of Gridley

CONTRACT NUMBER: 2CA05234

Index: 2100

PCA: 27120

Fiscal Year: 2021/22 to SELECT

This is Schedule A of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Unit:

Contract Name: City of Gridley

Agreement Total: \$1,207,655

Contract No.: 2CA05234

Page No.: 18

| Fiscal Year 21/22 | |
|-------------------|--------------------|
| PS Total | \$1,163,982 |
| OE Total | \$43,673 |
| TOTAL | \$1,207,655 |

| | | | | | | | | |
|--------------------------|--------------------|-------------------|------------------|--------------|------------------|-------------|-------------------------------|-----------------|
| Fiscal Year: 2021 | Index: 2100 | PCA: 27120 | PRC: 4142 | Unit: | Sub Total | \$1,039,177 | Contract Name: | City of Gridley |
| | | | | | Admin | \$124,805 | Contract No.: 2CA05234 | |
| | | | | | Total | \$1,163,982 | Page No.: | 19 |

Comments: City of Gridley Fire Protection Agreement

Overtime Total: \$37,500

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2021 between City of Gridley, and The California Department of Forestry and Fire Protection (CAL FIRE)

| | |
|------------------------------|--------------|
| CAL FIRE Unit Chief | John Messinn |
| CAL FIRE Region Chief | Mike Bradley |

| Number of Positions | Classification/ad-ons (Pick From List) | RET. | Period | Salary Months | Salary Rate | Total Salary | EDWC Rate | EDWC Periods | Total EDWC | Salary Benefits | FFI UI | EDWC Benefits | Total Salary & EDWC | Total Position Cost |
|---------------------|--|------|----------|---------------|-------------|--------------|-----------|--------------|------------|-----------------|--------|---------------|---------------------|---------------------|
| 1 | Fire Captain, Range A | POF | 7/1-6/30 | 12 | \$5,720 | \$68,640 | \$3,334 | 12 | \$40,008 | \$44,259 | \$0 | \$16,191 | \$169,098 | \$191,224 |
| 1 | Education Incentive Pay Differential | POF | | 12 | \$75 | \$900 | | | \$0 | \$580 | | \$0 | \$1,480 | |
| 1 | Longevity Pay Differential - 5% | POF | | 12 | \$0 | \$3,432 | | | \$0 | \$2,213 | | \$0 | \$5,645 | |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$15,000 | | | \$0 | \$0 | | \$0 | \$15,000 | |
| 3 | Fire Apparatus Engineer | POF | 7/1-6/30 | 12 | \$5,098 | \$183,528 | \$2,976 | 12 | \$107,136 | \$118,339 | \$0 | \$43,358 | \$452,361 | \$485,858 |
| 3 | Education Incentive Pay Differential | POF | | 12 | \$75 | \$2,700 | | | \$0 | \$1,741 | | \$0 | \$4,441 | |
| 3 | Longevity Pay Differential - 3% | POF | | 12 | \$0 | \$5,506 | | | \$0 | \$3,550 | | \$0 | \$9,056 | |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$20,000 | | | \$0 | \$0 | | \$0 | \$20,000 | |
| 0.5 | Communications Operator, Range B | SAF | 7/1-6/30 | 12 | \$6,081 | \$36,486 | \$0 | 0 | \$0 | \$18,575 | \$0 | \$0 | \$55,061 | \$57,561 |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$2,500 | | | \$0 | \$0 | | \$0 | \$2,500 | |
| 2 | Fire Apparatus Engineer | POF | 7/1-6/30 | 12 | \$5,098 | \$122,352 | \$2,976 | 12 | \$71,424 | \$78,893 | \$0 | \$28,905 | \$301,574 | \$304,535 |
| 2 | Education Incentive Pay Differential | POF | | 12 | \$75 | \$1,800 | | | \$0 | \$1,161 | | \$0 | \$2,961 | |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | | | | | | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |
| | Overtime | | | | \$0 | \$0 | | | \$0 | \$0 | | \$0 | \$0 | |

Contractor Name: City of Gridley

Contract No: 2CA05234

Page No.: 21

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:City of Gridley

This is Schedule B of Cooperative Agreement originally dated July 1, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2021/22 to SELECT

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

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

FIRE PREVENTION

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

FIRE CONTROL

Fire Stations (10)

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

Contractor Name: City of Gridley

Contract No: 2CA05234

Page No.: 23

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, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2021/22 to SELECT

(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, 2021, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: 2021/22 to **SELECT**

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

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

State shall:

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

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

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

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

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

(3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.

(4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.

(5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

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

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2021, 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: 2021/22 to SELECT

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 _____ Printed Name
Bruce Johnson
Mayor _____
Title _____ Date _____

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

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

By: _____ Signature _____ Printed Name
Bruce Johnson
Mayor _____
Title _____ Date _____

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

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

By: _____ Signature _____ Printed Name
Bruce Johnson
Mayor _____
Title _____ Date _____

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

For the City of Gridley fire vehicles enroute to State incidents, training, or other State required meetings Cal Fire will provide a gas card.

City Council Agenda Item #4
Staff Report

Date: July 19, 2021

To: Mayor and City Council

From: Cliff Wagner, Administrator

Subject: Request for review and approval of Administrator membership in the California City Management Foundation (CCMF)

| | |
|----------|-----------|
| X | Regular |
| | Special |
| | Closed |
| | Emergency |

Recommendation

Staff recommends the City Council:

1. In accordance with employment agreement, request City Council approve payment of current year membership fees California City Management Foundation (CCMF) in the amount of \$400.00

Background

Employment Agreement with City Administrator requires City Council approval of payment of trade appropriate professional associations.

g). Professional Memberships: Subject to approval by the City, the City agrees to provide for membership in any trade appropriate and position appropriate associations and/or organizations. The Employee is also authorized participation in two (2) annual conferences and meetings of organizations, which provide professional information to Employee relative to his performance as City Administrator of the City of Gridley. Attendance and participation in any conference(s) or symposium(s) shall be subject to City Council approval, availability of funds and within the fiscal year's budget.

Discussion

The City of Gridley City Administrator seeks to engage continuing professional development available through California City Management Foundation (CCMF).

Fiscal Impact

The fiscal impact would be a cost of \$400.00 for current year.

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to provide the best practices; approval of this action will facilitate continued professional development.

Attachments - None

City Council Agenda Item #5
Staff Report

Date: July 19, 2021
To: Mayor and City Council
From: Dave Harden, City Engineer
Subject: Contract Award for Asphalt Concrete Products

| | |
|----------|-----------|
| X | Regular |
| | Special |
| | Closed |
| | Emergency |

Recommendation

City staff respectfully recommends that the City Council authorize the City Administrator to execute a contract and open a line of credit with Teichert Aggregates for the purchase of Asphalt Concrete Product for the City's Pavement Projects.

Background

The City solicited public bids for supply of Asphalt Concrete (AC) Product with fiber reinforcement. Only one bid was received, and A. Teichert and Sons, DBA Teichert Aggregate was the responsive bidder.

The contracted price is set at \$67.52, plus tax, per ton for the fiscal year 2021/22. The contract will be valid for up to 3 years, with a maximum of 5% increase in price per ton each year. The City purchases approximately 3000 tons of AC each year.

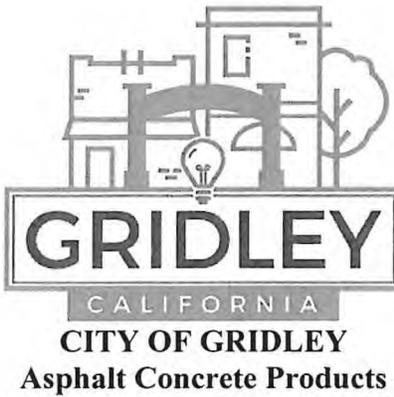
Financial Impact

Up to \$\$218,000 is part of the approved FY 21/22 budget.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments – Bid Results



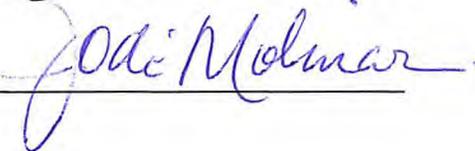
Bid Opening
Bidder's List & Project Totals

July 13, 2021 - 1:00 pm

| | Bidding Company / Firm | Bid Price |
|---|------------------------|------------------------|
| 1 | Teichert Aggregates | \$67.52 plus tax / ton |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

Opened By:

Dave Harden 

Jodi Molinari 

City Council Agenda Item #6
Staff Report

Date: July 19, 2021
To: Mayor and City Council
From: Cliff Wagner, City Administrator

| | |
|----------|-----------|
| X | Regular |
| | Special |
| | Closed |
| | Emergency |

Subject: Interviews of Candidates to fill Planning Commissioner Vacancies

Recommendation

City staff respectfully recommends that the City Council interview the three candidates who applied to fill the Planning Commissioner seat vacancies.

Background

With Melvin Dewsnap and Rukhsana Khan no longer serving, two partial term seats have come open on the Planning Commission. One term expires January 1, 2022, and one expires on January 1, 2024. The Planning Commission is comprised of the following members:

| <u>Commissioner</u> | <u>Term</u> | <u>Term Expirations</u> |
|---------------------|-------------|-------------------------|
| Sumran Khan | 2018-2022 | 1/1/2022 |
| Vacant | 2018-2022 | 1/1/2022 |
| Maria Espino | 2020-2024 | 1/1/2024 |
| Vacant | 2020-2024 | 1/1/2024 |
| Kenneth Wolfe | 2020-2024 | 1/1/2024 |

In keeping with the Council’s direction at the May 17th Council meeting, staff advertised the Planning Commission vacancies and utilized an application and letter of interest process. Three applications were received. The Council will facilitate brief presentations of interest during the Council Meeting. No action will be taken during tonight’s meeting.

During the regular Council meeting on August 2, the City Council will take action to appoint two new Commissioners utilizing a simple nomination process following the Roberts Rules of Order to decide who will be appointed. The new Commissioner’s terms will start at the Planning Commission meeting following Council appointment.

Financial Impact - None

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments

- Applicant W. Allan Cornet
- Applicant Beverly Jamison
- Applicant Christopher Gately

W. Allan Cornett
1820 Sandhill Crane Court
Gridley, CA 95948
(951) 692-1851
acornett@bfchemet.org

June 11, 2021

To: The City of Gridley, Mayor and City Planning Commissioners

My motivation for seeking a position on the Gridley City Planning Commission is my desire to help create a community for my young grandchildren, that they would desire to remain a part of for generations to come. Having a proactive personality, I want to help create rather than be a critic.

After attending Red Suspenders day recently, I realized that preserving the past while developing the future is not only critical, but essential to the further growth that will preserve the charm and quality of life in Gridley.

My Harvard education instilled in me the realization that citizenship requires active participation and my life experiences are such that I have a depth of understanding and experience to help create a positive future. I ran and was elected to the San Jacinto Unified school board to affect positive change before my children were in school, and I see this as an opportunity to provide this same positive affect for my grandchildren here in Gridley.

Thank you for your consideration!

Sincerely,

A handwritten signature in black ink that reads "W. Allan Cornett". The signature is written in a cursive style with a long horizontal stroke extending to the right.

W. Allan Cornett

APPLICATION FOR APPOINTMENT TO
VOLUNTEER GRIDLEY PLANNING COMMISSION

APPLICANT INFORMATION

Name W. Allan Cornett
 Address 1820 Sandhill Crane Ct, Gridley, CA 95948
 Home Phone 951-692-1851 Work/Cell Phone Same
 Current Employer Retired E-mail acornett@bfchemet.org
 Are you at least 18 years of age? Yes No

EMPLOYMENT HISTORY

| | | |
|---|--|---|
| Month/Year Worked From: <u>See attached Resume</u> To: _____ No. of People Supervised _____ Hours per Week _____ | Your Title <u>See attached Resume</u> Duties _____ _____ _____ | Employer _____ Address _____ Supervisor _____ Reason for Leaving _____ |
| Month/Year Worked From: _____ To: _____ No. of People Supervised _____ Hours per Week _____ | Your Title _____ Duties _____ _____ _____ | Employer _____ Address _____ Supervisor _____ Reason for Leaving _____ |
| Month/Year Worked From: _____ To: _____ No. of People Supervised _____ Hours per Week _____ | Your Title _____ Duties _____ _____ _____ | Employer _____ Address _____ Supervisor _____ Reason for Leaving _____ |

W. ALLAN CORNETT – CITY OF GRIDLEY, PLANNING COMMISSION APPLICATION

SUPPLEMENTAL QUESTIONS

1. I spent my life raising a family and working in the San Jacinto Valley – a small town, largely agricultural, with large amounts of available land for development. I was elected to the San Jacinto School Board and wanted to insure a quality of life, through education, for all residents. After moving to Gridley and recently attending Red Suspenders Day, I realized that the future strategic development of this wonderful city is paramount to insuring our quality of life, our agricultural roots, and positive economic and residential growth. I would like to add my love for this city and my background/experience to further this future strategic development.
2. I am person who believes that it is important to be involved and affect positive change and direction. Early on, I knew that if I wanted an enriching educational experience for my children, as well as their peers, I needed to be involved directly. Therefore, I ran and won a seat on the San Jacinto Unified School Board, where I spent 8 years affecting positive changes. I served as board president for 4 years. During that time, I was an integral part of working together with the city where we partnered together and built a local library and performing arts theatre, high school stadium and all-weather track, centralized school district kitchen facilities, a new district office facility (partnering with Eastern Municipal Water District to purchase and renovate their previous facility), a new middle school, and extensive renovations on multiple elementary schools. As our city began to grow through extensive building and migration of residents from outside Riverside County, the planning and building of facilities to adequately house the influx of new students was a very large challenge and we met it with innovative and strategic planning, again, while working with the city. Per my resume, you can see other areas of commissions and community involvements which I participated in “consensus” type decision making.
3. I want to be a part of the group responsible for positive and innovate growth that brings economic success and insures the positive lifestyle and values of our neighbors.
4. Focus should be from the inside out. Namely, the total revitalization of downtown Gridley, including abandoned industrial sites. The potential of growth throughout the city rests on the revitalizing of the charm and historical value of Gridley’s heartfelt past. We should use currently abandoned properties by repurposing commercial/industrial properties with business incubators, agricultural research, and innovative residential units; before annexing surrounding orchards and rice fields.
5. I do not believe I have any conflicts of interest.
6. We made a conscious decision to buy a home and live in Gridley. We love it here and want to see positive growth and quality of life for our grandchildren and all residents of this great city!

W. Allan Cornett
1820 Sandhill Crane Court
Gridley, CA 95948
(951) 692-1851
acornett@bfchemet.org

RESUME

Retired Teacher since June, 2017

RECENT EMPLOYMENT:

Long Term Substitute Teacher – Sycamore Middle School and Durham High School 2020-2021
Credit Recovery Teacher – Gridley High School 2019-2020 school year

PREVIOUS EMPLOYMENT:

Nuview School District – Nuevo, CA 14 years
Palm Springs Unified – Palm Springs, CA 13 years
Redlands Unified – Redlands, CA 3 years

High school English teacher, Football coach, Speech/Debate Coach

WASC – Western Association of Schools & Colleges – Accreditation Review Panel for numerous high schools in the state of California – 5 years

Elected member of San Jacinto Unified School District – Board of Trustees – 8 years Served as Board President – 4 years

Founding member and school board representative on the San Jacinto Education Foundation – 5 years

EDUCATION:

Bachelor of Arts, English and American Literature and Languages, Harvard University
California Single Subject Teaching Credential – California State University, San Bernardino
Graduate work in Educational Leadership, Chapman College

BEVERLY JAMISON

501 Lincoln Street, Gridley, CA 95948 · 530-846-9691
Osavn149@hotmail.com · ·

Mayor and City Council
City of Gridley
685 Kentucky Street
Gridley, CA 95948

Mr. Mayor and sitting Members of the City Council:

With over four years as a Planning Commissioner, I wanted to reach out to you with my interest in joining the City of Gridley team.

I handled various responsibilities in my previous Planning Commissioner position and quickly established talents in prioritizing tasks, meeting deadlines and finding solutions to eliminate obstacles. My career enabled me to develop establish skills in such key areas

Are you looking for a Planning Commissioner with?

- Excellent Communication and collaboration skills.
- Former Planning Commissioner for the City of Avenal.
- Known for her problem-solving skills.

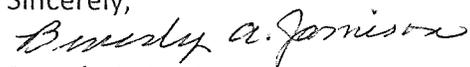
I am grateful for the opportunities afforded me in my prior Planning Commission position, and I'm ready to put those skills to use for Gridley. I am looking forward to new challenges, collaborating with a fresh team of talented professionals.

While reviewing my resume you may notice the gaps in my employment, I took time off to go back to school to complete my degrees and as a care giver for my late Husband.

The time devoted to completing my education has been invaluable to my professional growth and I am eager to re-enter the professional sphere and apply my newfound qualifications and knowledges.

I would greatly appreciate your review of my resume and outlined credentials. I believe that I can be a valuable addition to the City of Gridley and its goals. At your convenience I would be available for interview. I look forward to your response.

Sincerely,



Beverly A. Jamison

Enclosures: 3

**APPLICATION FOR APPOINTMENT TO
VOLUNTEER GRIDLEY PLANNING COMMISSION**

APPLICANT INFORMATION

Name Beverly A. Jamison

Address 501 Lincoln Street, Gridley, CA 95948

Home Phone 530-846-9691 Work/Cell Phone 530-966-4582

Current Employer Retired E-mail OSAVNL49@HOTMAIL.COM

Are you at least 18 years of age? Yes No

EMPLOYMENT HISTORY

| | | |
|---|---|---|
| Month/Year Worked From: <u>7/2020</u> To: <u>8/2020</u> No. of People Supervised <u>0</u> Hours per Week <u>21</u> | Your Title <u>Census Enumerator</u> Duties <u>Contact persons on</u> <u>list to complete census questions.</u> | Employer <u>United States Census</u> Address <u>Dobbins</u> Supervisor <u>do not recall</u> Reason for Leaving <u>job ended</u> |
| Month/Year Worked From: <u>9/2013</u> To: <u>2014</u> No. of People Supervised <u>0</u> Hours per Week <u>20</u> | Your Title <u>Volunteer</u> Duties <u>provide full range of admin. support; answer</u> <u>phones, greet client, scan documents, maintain</u> <u>data base , assist with a marketing project.</u> | Employer <u>Tallie Sengwong, Realtor, ReMax</u> Address <u>223 B Street , Yuba City, CA</u> Supervisor <u>Tallie Sengwong,</u> Reason for Leaving <u>I concluded I didnt want to be a</u> <u>Realtor.</u> |
| Month/Year Worked From: <u>2010</u> To: <u>2012</u> No. of People Supervised <u>0</u> Hours per Week <u>24-7</u> | Your Title <u>Caregiver for my late husband</u> Duties <u>Provided safe driving to medical</u> <u>surgeries, and appts.</u> <u>Prepared meals, emotional support,</u> <u>maintained effective communication</u> <u>with family and professionals.</u> | Employer <u>My late husband passed away</u> Address <u>Leavenworth, KS</u> Supervisor Reason for Leaving <u>deceased.</u> |

COVER LETTER AND RESUME

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

SUPPLEMENTAL QUESTIONS

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

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

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Gridley City Hall at 685 Kentucky Street, Gridley, CA 95948 no later than 4:00 pm on Friday, June 11, 2021. Applications received after 4:00 pm will not be accepted. The application and any correspondence should be addressed to the Mayor and City Planning Commissioners

1. Why are you interested in serving as a volunteer Gridley City Planning Commissioner?

It is my desire to be a part of Gridley's future! Being a sitting member of the Planning Commission is one way to do so. When drafting a General Plan and a developer is ready to build, what often happens is they are allowed to build next to a farm area, the persons in the new homes eventually complain about the dust, or fertilizer spraying, so unless there is a farming ordinance in the County, the farmer is left with lots of complaints or the option to sell the land, for a city the way to avoid this is to have tied to each lot's deed that the buyer/s are aware they are buying in an area that is farmed. They will be aware of such farm related happenings, such as potential smells, or spraying, or tractors and equipment.

2. Please explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces or commissions and how this has contributed to the Gridley community. Please address its relevance to the position of Gridley City Planning Commissioner.

From prior experience representing a small agricultural town very similar to Gridley I know that often developers will try to build their way, versus what may be best for the constituency. For example, a developer gets approved to build a development, he realizes Gridley will qualify for FmHA-Farmers Home Loans, so even though other homes in the area have two or three car garages, he tells Planning FmHA allows one car garages, so his designs all have one car garages. Based on my research there is written into FmHA home loans to the contrary, the law states that "if the development already has two car garages, then they must put in two car garages."

3. How would you like Gridley to develop in the next 5 to 20 years?

Development in the future will more likely than not be required by State law to address both those who can afford the market price, and those who cannot. The best way to do this is to integrate affordable homes with the market value homes. This can best be done by attaching to the deed a certain percent less clause upon sale. This way the home fits in with the market value homes, retains both market value for the neighborhood, and will meet the City's Affordable Housing quotient requirements.

4. Describe your thoughts about annexation of property within the City's sphere of influence; the ideal types of business and industrial development within the City; and the types of commercial and housing development best suited for Gridley's long-term future.

Property to be annexed in a farm community must protect the farm while it is being farmed so that when annexed the person or persons who buy the property are made aware of the right to farm to prevent the farmer from being forced to no longer farm and yet to allow the farmer to sell his property should he retire. In a paper written by a University of Missouri Student, where it was stated that we must make a commitment to "quality of life issues, especially to investment

in helping people learn, think, working differently but in harmony". Help them learn how to make the most of our local climate, landscapes, but also invest in infrastructure, such as streets, access to airports, and understanding that National plan to bring telecommunications for our 21st century communications such as G5 internet and fast wi-fi which is necessary even for farmers to complete their necessary strategic plans for each year's crops, as it is necessary for our knowledge workers. See footnotes as to ¹

What Gridley will need is positive "development strategies, that will create economic opportunity without degrading either the land or the people. To do this best, we need to link our development to local resources, that maintains productivity of those resources, and protects their physical and social environment. This development strategy must also provide an acceptable level of economic returns and otherwise enhance the quality of life of those who live and work in the area.

"During the rural renaissance, it will be critically important for communities to be able to attract new mind workers or, if there are to be places where "home-grown" mind workers will want to stay. The primary attraction of rural communities for current and future mind workers will be the promise of a desirable quality of life.²

We need a "shared vision" for Gridley's future.

5. **Are you aware of any conflicts of interest that you may have it appointed as a Gridley City Planning Commission?** At this time, I am not aware of any such conflicts, but be assured should such conflicts arrive I have in the past recused myself, and would certainly do so again
6. **Is there anything else that you may add that would help us get to know you a little better.**

I am a retired State of California Law Enforcement Officer (Correctional Officer). Where I live, it is always my desire to become involved in a positive manner, with the area and assist the area to be able to achieve its peoples' vision in any way I can; rather shopping at local business or just talking up the benefits of living in the area. Prior to my Corrections Career with the State, I have worked in the Court System, District Attorney's Office, Human Resources, Mental Health and Private Attorney's Offices.

I have both a Bachelors of Science, and Masters' Degree from established Universities.

References

¹ Sustainable Farming and Rural Community Development. John Ikerd, University of Missouri.

² Reich, Robert B. The Work of Nations. Vintage Books, Random House Publishing, New York, New York.

BEVERLY JAMISON, 501 Lincoln Street, Gridley, CA (530-966-4582) E-Mail: osavnl49@hotmail.com

SUMMARY: Qualified Professional candidate with 20 plus years in the work force with law enforcement, corrections and criminal justice, bringing skills to be effective in office administration Known for being an experienced, self-driven, and solution-focused administrative professional.

SKILLS:

- Ability to perform office support duties to include managing calendars, greeting customers, filing records and preparing correspondence.
- Strong knowledge of legal theory and terminology gained through career experience in the legal field.
- Excellent computer navigation, information technology, and automation skills including word processing, spreadsheet, database software, Sky slope and Internet experience.
- Confirmed analytical skills; possess the ability to investigate and evaluate facts and draw appropriate conclusions.
- Excellent interpersonal and verbal communication skills; able to lead change, build trust and work with diverse employees and clients.
- Goal-oriented, high-energy individual with excellent attention to detail and time management techniques.
- Superb customer relations skills and adept in working in stressful situations.
- Skilled in conflict resolution methods with effective negotiation strategies.
- Proven analytical and problem-solving abilities; ability to identify significant factors, gather pertinent data, and recognize solutions.
- Excellent mentor with ability to guide, inspire, and train others and ensure timely performance and quality of work products.
- Ability to work under pressure/stress and time constraints.
- Type 50 WPM.

PROFESSIONAL EXPERIENCE: Census Taker, United States Census, Dobbins, California / 7/2020 to 8/2020

Volunteer, ReMax Gold, Yuba City, CA / 09/2013 to 2014

- Provide full range of administrative support to include greeting customer, responding to telephone calls, scanning documents for realtor, filing and data base management.
- Manage projects in fast-pace, ever changing environment
- Independently manage a workload, handle critical tasks simultaneously, meeting deadlines, and following up on open and closed client files

- File documents, reports, real estate transactions and simple office records, allowing for easy access to needed materials.
- Screen calls, mail and email.
- Records management and privacy information protections laws for sensitive documentations.
- Handle critical tasks simultaneously, meeting deadlines and following up on open and unresolved issues.
- Set and adjust short and long-term priorities to ensure workload is completed in a timely manner.
- Proofread all documents to ensure proper format, spelling and punctuation.

Caregiver for family member: Salem, Missouri 12/2010 to 3/2012

- Provide general attention to my husband's non-medical needs in unison with an established plan of care.
- Provided safe driving to medical, surgeries, and appointments even inclement weather.
- Ensured emotional support and a sense of well-being for my husband
Maintained a clean, safe, healthy environment for him.
- Prepared meals following nutritional guidelines and procedures.
- Observed and reported changes in mental, physical or emotional condition
- Maintained effective communication with professional and family members, and his co-workers.

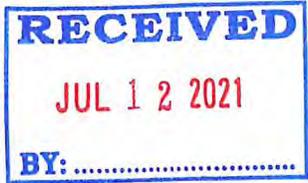
Office Assistant: Express Personnel, Rolla, Missouri 2/2005 to 12/2009

- Assisted with office support functions at various locations and in various fields to include answering phones, greeting visitors, even planning, appointment setting, and General IT support (setting up computers, routers, etc.
- Managed, coordinated, and monitored all office administrative functions and transactions, and initiated actions to ensure smooth and orderly management of the office.
- Provided administrative support to office staff by maintaining various office automation software, data bases, spreadsheets, reports, correspondence, calendars through the use of word processing, calendar, graphics, database management, and electronic spreadsheets.
- Performed office automation support using multiple automated software systems such as Excel databases, spreadsheets, and graphics in support of the clerical and administrative work.
- Identified and recommended solutions to complex administrative problems
- Provided advice to management in developing and maintaining sound organization structures; improving methods and procedures and seeing to effective use of manpower, money and materials.
- Developed collaborative relationships with colleagues to identify potential issues and to enhance quality of operations
- Mentored less experienced personnel, offering advice and guidance when necessary. Demonstrated professionalism on all occasions, even when under pressure.

EDUCATION:

- Master's Degree in Safety and Security Leadership, George Washington University School of Professional Studies, Washington D.C.
- Bachelors Degree in Criminal Justice with minor Paralegal Studies, Drury University, Springfield, MO.

APPLICATION FOR APPOINTMENT TO
GRIDLEY PLANNING COMMISSION



APPLICANT INFORMATION

Name CHRISTOPHER GATELY
Address 6661 CALIFORNIA ST, Gridley, CA 95948
Home Phone _____ Work/Cell Phone 530-307-8900
Current Employer ENLOR MED CENTER E-mail JSTRNMEG@ENLOR.COM
Are you at least 18 years of age? Yes No

COVER LETTER AND RESUME

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

SUPPLEMENTAL QUESTIONS

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

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

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Gridley City Hall at 685 Kentucky Street, Gridley, CA 95948 no later than 4:00 pm on Friday, June 14, 2019. Applications received after 4:00 pm will not be accepted. The application and any correspondence should be addressed to the Mayor and City Planning Commissioners

July 12, 2021

Dear City Council and Planning Commission Members,

Enclosed is my application for the vacant position on the Gridley Planning Commission.

As a long-time resident of Gridley, I would like to help guide the growth of the city for current and future residents and businesses.

I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Christopher Gately". The signature is written in a cursive style with a large, looped initial "C".

Christopher Gately

SUMMARY

Unique career bridging public safety and healthcare:

- ★ **Worked five years in dispatch handling 911 calls for county sheriff's office**
 - De-escalated callers in distress, determining severity of situation
 - Triaged incidents with EMTs, firefighters, law enforcement, and public works, dispatching appropriate response units
 - Logged incidents
 - Trained new dispatchers in call center operations

- ★ **Promoted out of the call center to provide crime prevention and investigative support to sheriff deputies**
 - Performed initial inquiries for victims of non-violent crimes
 - Coordinated law-enforcement cadets
 - Hosted neighborhood watch meetings
 - Trained new community service officers in all aspects of their work

- ★ **Currently serve as a pharmacy technician for Enloe Medical Center Emergency Department**
 - Work closely with physicians, surgeons, nurses, and EMTs to ensure a patient's prescription information is current and correct

SKILLS

- Level-headed - can remain calm in stressful situations
- Discerning - able to observe and quickly size up complex situations
- Good communicator - caring and empathetic listener
- Non-judgmental - can constructively work with a wide range of people
- Detail-oriented - able to master complex protocols that if not followed properly could result in injury or fatality
- Organized and supportive - skilled at coordinating the work of others and motivating them to do their best
- Team-player - willing to go the extra mile for my co-workers
- Dependable - punctual and reliable
- Comfortable with technology

CERTIFICATIONS / LICENSES / EDUCATION

- POST Certification
- California Pharmacy Technician License
- Associate Degree - Yuba College

Supplemental Questions

1. As a long-time resident of Gridley with deep family roots here, I care about how the City develops and grows. I would like to see Gridley continue to grow in positive directions while maintaining its small-town feel.
 2. While I don't have experience directly working with the City, as you can see from my resume I have a career in public service. In addition, I was closely involved with two family businesses in Gridley: Gately's Video (which closed in 2007) and Gately Orchards, a small walnut-growing enterprise (which closed in 2018).
 3. Over the next 5 - 20 years, I would like to
 - o see the downtown area become a thriving business district again
 - o make the Highway 99 corridor more welcoming and attractive to visitors and residents.
 4. I support annexation of property within the City's sphere of influence as long as it is in the best interest of Gridley residents, the property owners, and the City.

Many people I know in town do much of their shopping, banking, and medical business in other nearby cities. I would like to make it attractive for retail and service businesses in Butte County to open up shop in Gridley so that residents don't need to go elsewhere to meet these needs.

I support light industry and manufacturing companies being in town. I would like to see neglected properties such as the old cannery and other sites south of Magnolia become productive business areas again. I would also like to find a fruitful use of the City property at the south end of town after the FEMA trailer park is disbanded. Some possible uses might be affordable housing and / or a mobile home park.
 5. I am not aware of any conflicts of interest that I would have as a City commissioner.
 6. As an avid gardener and dog lover, I would like to see the City develop outdoor spaces such as a community garden and a dog park. I also enjoy exploring the Feather River. I think there is an opportunity for the City to improve the Gridley Boat Launch so this beautiful area can be enjoyed by walkers, kayakers, swimmers and nature lovers rather than being the domain of a small number of boaters.
-

Item #7

State Route 99 Caltrans Project – Verbal
Update, Dave Harden, City Engineer

City Council Agenda Item #8
Staff Report

Date: July 19, 2021

To: Mayor and City Council

From: Cliff Wagner, Administrator

| | |
|----------|-----------|
| X | Regular |
| | Special |
| | Closed |
| | Emergency |

Subject: Request for Council designation of Voting Delegate and Alternate(s) for League of Ca Cities Annual Conference and Expo (Annual Business Meeting) September 22-24, 2021

Recommendation

Staff recommends the City Council vote to designate voting delegate and alternate(s) for League of Ca Cities Annual Conference and Expo (Annual Business Meeting) September 22-24, 2021.

Background

League of California Cities Annual Conference and Expo is scheduled for September 22-24, 2021, in Sacramento. The Annual Business Meeting will take place during the General Assembly on Friday, September 24, 2021. At this meeting Cal Cities membership considers and acts on resolutions that establish League of California Cities policy.

As a League member organization, in order for the City of Gridley to send a voting delegate and, up to two alternates, Council is asked to appoint one delegate and up to two alternates by way of majority vote.

Fiscal Impact

None

Compliance with City Council Strategic Plan or Budget Goals

The City Council and City staff are committed to provide the best practices; this action will ensure the City of Gridley is represented and able to influence the policy priorities and direction of one of our most influential state-wide municipal government partner organizations.

Attachments

1. Cal Cities Designation of Voting Delegate and Alternate(s) memorandum
2. Annual Conference Voting Procedures
3. 2021 Annual Conference Voting Delegate/Alternate Appointment Form



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254

City Council Agenda Item #9
Staff Report

Date: July 19, 2021

To: Mayor and City Council

From: Cliff Wagner, Administrator

Subject: Request for approval for City to resume normal utility billing and collections actions to include service shutoffs as necessary for delinquent accounts

| | |
|----------|-----------|
| X | Regular |
| | Special |
| | Closed |
| | Emergency |

Recommendation

In consultations with NCPA and other member utilities, staff recommends Gridley City Council vote to approve the City staff to resume normal utility billing and collections actions to include service shutoffs as necessary, for delinquent accounts.

Background

Publicly owned electric utilities (POUs) and water agencies across California including Gridley suspended utility service shutoffs and collections in response to the coronavirus pandemic. On April 2, 2020, Governor Gavin Newsom issued an [executive order](#) suspending water shutoffs and requiring reconnection of residences shut off as of March 4, 2020. The City of Gridley subsequently temporarily suspended disconnections for non-payment of water, electric, and sewer. Currently, the California Public Utilities Commission moratorium on disconnections of residential and small businesses sunsets on September 30, 2021.

Since implementing the temporary suspension of disconnections for non-payment, past due residential accounts have steadily risen.

Table 1. Overview of Delinquent Accounts as of 6/12/21

| Account Type | Total Past Due | Amount Past Due |
|--------------|----------------|---------------------|
| Residential | 679 | \$445,640.37 |
| Commercial | 107 | \$310,237.31 |
| Total | 786 | \$755,877.68 |

The City has been notified that the FY 21-22 California State Budget appropriates \$1 billion to address delinquent balances owed by utility customers as a result of the COVID-19 pandemic. This program is being administered by the California Department of Community Services and Development. City staff is in communication with the Department and preparing to implement this program locally once more details become available.

Discussion

Staff recommends Gridley City Council vote to approve the City staff to resume normal utility billing and collections actions to include service shutoffs as necessary, for delinquent accounts prospectively. This would be accomplished by establishing July 31, 2021, as the new inception or “reset” date for accounts payable. Staff can continue to work with residents with COVID-19 past due accounts, assisting with pay-what-you can, and amortized payment plans to bring accounts current. Normalizing account management process is the first step to implementing the state utility customer relief program and other relief measures.

Fiscal Impact

Resumption of normal utility billing and collections actions to include service shutoffs as necessary, for delinquent accounts will significantly and positively impact the Electric Fund balance and begin to restore fiscal stability and ensure robust, reliable utility services for City residents.

Compliance with City Council Strategic Plan or Budget Goals

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

Attachments - None