

Call To Order

The regular council meeting was called to order at 6:30 p.m. by Mayor Frith. Councilmembers Arnold, Bottorff and Sheppard were present. Vice-mayor Thompson arrived at 6:33 p.m. Staff present: Interim City Administrator Tom Lando, City Attorney Greg Einhorn, City Planner Scott Friend and City Clerk Roben Dewsnup.

1. **COMMUNITY PARTICIPATION:** Resident Mary Frith wished to thank the City Council for attending National Night Out and for their support.
2. **NEW BUSINESS:** Interim City Administrator Tom Lando stated he was hired by council to recruit a new city administrator after Pete Carr resigned in May. After interviewing five applicants, council agreed to hire Mark Sorensen. Mr. Sorensen's contract is for a three year period beginning August 21, 2012 with a salary of \$79,000 a year and an \$80 a month cell phone allowance. A thorough background check had been completed.

Motion/Second to hire Mark Sorensen as the new city administrator with the terms of the contract stated and authorize the mayor to enter into the agreement. (Sheppard/Bottorff, MCU)

3. **PRESENTATION:** Representatives from SCORE, Susan Adams and Jack Castorff, explained to council why \$11,655 was owed to SCORE. Errors in the October 2011 calculations that had self corrected in the May 2012 calculations reducing the assessment and leaving a balance due of \$11,655. Council could either pay the amount due or write a formal letter to the SCORE Board of Directors asking to make installation payments or ask to wait for the next retrospective rating adjustment, which would be presented to the Board in March 2013 and declared in June 2013, to be applied to the deficit.
4. **CONSENT CALENDAR:**
 - A. Approval of Council Minutes for Regular Meeting of July 10, 2012 and Special Meetings of July 13, 2012, July 20, 2012 and August 2, 2012.
 - B. Approval of warrants: #8220 - 8233; Z00676 - Z00691, and 26316 - 26478 for the months of June and July 2012 in the amount of \$619,913.48.
 - C. Acknowledge receipt of Police Department Report for July 2012.
 - D. Acknowledge receipt of Animal Control Report for June and July 2012.
 - E. Acknowledge receipt of Biggs Fire Department Report for July 2012.
 - F. PMC asks for approval of Amendment 2 to the agreement for the General Plan Update Project.
 - G. Affirm continuing representation of Mayor as member of 3CORE Comprehensive Economic Development Strategy Advisory Board.
 - H. Approve *Resolution No. 2012-14* by reading of title only "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS SUPPORTING AN ACTION OF THE BUTTE COUNTY BOARD OF SUPERVISORS TO PLACE A MEASURE ON THE NOVEMBER 6, 2012, BALLOT TO RENEW FEES PURSUANT TO VEHICLE CODE SECTIONS 9250.7 AND 22710."
 - I. Approve *Resolution No. 2012-15* by reading of title only "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING AN EXPENDITURE PLAN TO RECEIVE CITIZEN'S OPTIONS FOR PUBLIC SAFETY (COPS) GRANT FUNDS FOR FISCAL YEAR 2012/2013."

Motion/Second to approve the consent calendar. (Bottorff/Thompson, MCU)

5. DEPARTMENT REPORTS:

- A. Planning: City Planner Scott Friend reviewed the Monthly Activity Report for July and August included in the agenda packet.

He informed council the City was moving forward with purchasing the property at 3069 Eighth Street. Staff was seeking input from Council how to handle the existing structure on the site in the event the City takes possession of the dwelling. He asked if it was the will of the council to receive information on the cost to demo the structure at this site. Council agreed they would like this information.

- B. Engineering: Mr. Lando presented the Engineer's Monthly Activity Report. He stated the first sewer committee meeting had been held and monthly meetings had been scheduled.

Sewer committee member Mary Frith reported on the meeting and stated the city engineer gave a presentation on funding options for the sewer plant upgrade.

- C. Public Safety. Assistant Police Chief Dean Price gave a brief report on police department activities.

- D. Sutter Butte Flood Control Agency (SBFCA). Councilmember Bottorff attended the SBFCA meeting and gave a brief report.

- E. Pubic Works. Mayor Frith reported a DI had been added to the intersection of First and B Streets which took the dip out of the gutter.

Mr. Lando stated the sewer line in Sixth Street was failing and Public Works received bids and gave an estimate of their cost to replace the failing sewer line.

Motion/Second to accept the low bid from Duke Sherwood to replace the sewer line with funding from the sewer fund as determined by the city administrator.
(Thompson/Bottorff, MCU)

- F. Electric. Mayor Frith submitted a letter to the minutes he had sent to the Department of Energy. He and Councilmember Sheppard attended the dedication of the Lodi Energy Center.

- G. BCAG/Air Quality. Nothing to report.

- H. Solid Waste. Nothing to report.

- I. Mosquito Abatement. Councilmember Sheppard reported on the meeting he attended and informed council the first case of human West Nile Virus had been reported in Butte County.

- J. Other commission reports. None

- K. City Administrator:

1. City Attorney Greg Einhorn stated the City of Biggs needed to adopt a program to participate in the California Cap and Trade Program for the benefit of the city's electric utility rate payers. He recommended adopting the resolution presented without including the highlighted sections.

Motion/Second to approve Resolution No. 2012-16 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING A PROGRAM FOR THE CALIFORNIA CAP-AND-TRADE PROGRAM." (Deleting the highlighted areas on page 2 and page 5 of the resolution.) (Thompson/Arnold, MCU)

2. Mr. Einhorn asked council to approve the first amendment to the Lodi Energy Center Project Management and Operations Agreement by resolution and appoint a representative for GHG matters by resolution. The latter resolution was not included in the agenda packet and Mr. Einhorn suggested giving direction on this matter and bringing the resolution back for adoption at the next meeting.

Don Dames from NCPA explained this amendment was to provide the mechanism to allow for the transfer of credits.

Motion/Second to approve Resolution No. 2012-17 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS, CALIFORNIA APPROVING THE FIRST AMENDMENT TO THE LODI ENERGY CENTER PROJECT MANAGEMENT AND OPERATIONS AGREEMENT." (Thompson/Bottorff, MCU)

The City Administration and Electric Commissioner would be assigned as representatives for GHG matters. This action would be approved by resolution on the consent agenda at the next meeting.

3. Mr. Lando acknowledged that Mayor Frith would be attending the annual NCPA Meeting in Monterey.
4. Council was asked to consider designating a voting delegate and alternate for the annual business meeting of the League of California Cities scheduled for September 5 - 7. Council agreed it was not necessary to attend this meeting.
6. **INFORMATIONAL:** Mr. Einhorn stated the Biggs Hotel was going to be donated to the City but the owner changed his mind and sold the hotel to someone else. The new owner plans to make the building look presentable.

7. **ADJOURNMENT:** Meeting was adjourned at 8:37 p.m.

ATTEST:

APPROVED:

Roben Dewsnup, CITY CLERK

Roger L. Frith, MAYOR

MINUTES OF THE CITY OF BIGGS
SPECIAL MEETING
COUNTY OF BUTTE, STATE OF CALIFORNIA

August 14, 2012

1. Call To Order:

The Special Meeting of the Biggs City Council was called to order at 6:15 p.m. by Mayor Frith. Councilmembers Arnold, Bottorff and Sheppard were present. Vice Mayor Thompson was absent. Staff present: Interim City Administrator Tom Lando.

2. CLOSED SESSION:

Closed Session Pursuant to Government Code Section 54957
PUBLIC EMPLOYEE: City Administrator

3. RESUME SPECIAL MEETING: Special meeting was resumed at 6:25 p.m.

Nothing to report

4. ADJOURNMENT: Special Meeting adjourned at 6:25 p.m.

ATTEST:

APPROVED:

Roben Dewsnup
CITY CLERK

Roger L. Frith
MAYOR

Run On.: 08/31/12
 Time...: 09:27
 Run By.: Roben Dewsnap

Month End Warrant Register

Id...: SPME
 Ctl...: BIG
 Prog.: SP02

| Warrant Num | P# | Date | Payroll Number | Period Begin | Period End | *** Employee or Vendor Nbr | Name | Cal Prd | Gross Earnings | Tax Withheld | Deductions Withheld | Warrant Amount |
|-------------|----|----------|----------------|--------------|------------|----------------------------|----------------------|---------|----------------|--------------|-------------------------|----------------|
| 8234 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 354.20 | 23.56 | .00 | 330.64 |
| 8235 | 00 | 08/01/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 820801 | | 1031.29 |
| 8235 | 01 | 08/01/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 1820801 | | 1376.75 |
| 8235 | 02 | 08/01/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 2820801 | | 383.92 |
| | | | | | | | | | | | TOTAL FOR VENDOR BOA01: | 2791.96 |
| 8236 | 00 | 08/01/12 | VENDOR PAYMENT | ----- | | EDD01 | Employment Developme | 08-12 | INVOICE NO.: | 820801 | | 353.57 |
| 8236 | 01 | 08/01/12 | VENDOR PAYMENT | ----- | | EDD01 | Employment Developme | 08-12 | INVOICE NO.: | 1820801 | | 132.39 |
| | | | | | | | | | | | TOTAL FOR VENDOR EDD01: | 485.96 |
| 8237 | 00 | 08/01/12 | VENDOR PAYMENT | ----- | | PUB01 | PERS-Retirement Syst | 08-12 | INVOICE NO.: | 820801 | | 2092.09 |
| 8238 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 379.50 | 25.24 | .00 | 354.26 |
| | | | | | | | | | | | TOTAL FOR VENDOR PUB01: | 2092.09 |
| 8239 | 00 | 08/15/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 820815 | | 1016.26 |
| 8239 | 01 | 08/15/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 1820815 | | 1390.72 |
| 8239 | 02 | 08/15/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 2820815 | | 387.78 |
| | | | | | | | | | | | TOTAL FOR VENDOR BOA01: | 2794.76 |
| 8240 | 00 | 08/15/12 | VENDOR PAYMENT | ----- | | EDD01 | Employment Developme | 08-12 | INVOICE NO.: | 820815 | | 343.50 |
| 8240 | 01 | 08/15/12 | VENDOR PAYMENT | ----- | | EDD01 | Employment Developme | 08-12 | INVOICE NO.: | 1820815 | | 133.74 |
| | | | | | | | | | | | TOTAL FOR VENDOR EDD01: | 477.24 |
| 8241 | 00 | 08/15/12 | VENDOR PAYMENT | ----- | | LAB02 | Laborers Local 185 | 08-12 | INVOICE NO.: | 820815 | | 124.00 |
| | | | | | | | | | | | TOTAL FOR VENDOR LAB02: | 124.00 |
| 8242 | 00 | 08/15/12 | VENDOR PAYMENT | ----- | | PUB01 | PERS-Retirement Syst | 08-12 | INVOICE NO.: | 820815 | | 2092.09 |
| 8243 | 00 | 08/29/12 | 8of12 | 08/01/12 | 08/31/12 | | | 08-12 | 300.00 | 19.95 | .00 | 280.05 |
| 8244 | 00 | 08/29/12 | 8of12 | 08/01/12 | 08/31/12 | | | 08-12 | 300.00 | 19.95 | .00 | 280.05 |
| 8245 | 00 | 08/29/12 | 8of12 | 08/01/12 | 08/31/12 | | | 08-12 | 300.00 | 19.95 | .00 | 280.05 |
| | | | | | | | | | | | TOTAL FOR VENDOR PUB01: | 2092.09 |
| 8246 | 00 | 08/29/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 820829 | | .00 |
| 8246 | 01 | 08/29/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 1820829 | | 156.00 |
| 8246 | 02 | 08/29/12 | VENDOR PAYMENT | ----- | | BOA01 | BANK OF AMERICA, NT& | 08-12 | INVOICE NO.: | 2820829 | | 43.50 |
| | | | | | | | | | | | TOTAL FOR VENDOR BOA01: | 199.50 |
| 8247 | 00 | 08/29/12 | VENDOR PAYMENT | ----- | | EDD01 | Employment Developme | 08-12 | INVOICE NO.: | 820829 | | .00 |
| 8247 | 01 | 08/29/12 | VENDOR PAYMENT | ----- | | EDD01 | Employment Developme | 08-12 | INVOICE NO.: | 1820829 | | 15.00 |
| 700692 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 1885.47 | 527.85 | 1357.62 | .00 |
| 700693 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 1391.27 | 337.50 | 1053.77 | .00 |
| 700694 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 1810.47 | 404.36 | 1406.11 | .00 |
| 700695 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 1158.66 | 322.61 | 836.05 | .00 |
| 700696 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 2629.54 | 707.52 | 1922.02 | .00 |
| 700697 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 2158.85 | 695.83 | 1463.02 | .00 |
| 700698 | 00 | 08/03/12 | 15of24 | 07/16/12 | 07/31/12 | | | 08-12 | 2849.21 | 911.65 | 1937.56 | .00 |
| 700699 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 2035.88 | 567.02 | 1468.86 | .00 |
| 700700 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 1792.24 | 436.33 | 1355.91 | .00 |
| 700701 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 1810.47 | 404.36 | 1406.11 | .00 |
| 700702 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 1195.77 | 328.78 | 866.99 | .00 |
| 700703 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 2629.54 | 707.51 | 1922.03 | .00 |
| 700704 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 1730.12 | 554.95 | 1175.17 | .00 |
| 700705 | 00 | 08/20/12 | 16of24 | 08/01/12 | 08/15/12 | | | 08-12 | 2798.63 | 890.45 | 1908.18 | .00 |
| 700706 | 00 | 08/29/12 | 8of12 | 08/01/12 | 08/31/12 | | | 08-12 | 300.00 | 19.95 | 280.05 | .00 |
| 700707 | 00 | 08/29/12 | 8of12 | 08/01/12 | 08/31/12 | | | 08-12 | 300.00 | 19.95 | 280.05 | .00 |
| | | | | | | | | | 30109.82 | 7945.27 | 20639.50 | 12597.65 |

20,079.30

REPORT.: Sep 05 12 Wednesday
 RUN...: Sep 05 12 Time: 08:00
 Run By.: Roben Dewsnup

City of Biggs
 Month End Cash Disbursements Report
 Report for 08-12 BANK ACCOUNT 1010

PAGE: 00
 ID #: PY-C
 CTL: BI

| Period | Check Number | Check Date | Vendor # (Name) | Disc. Terms | Gross Amount | Disc Amount | Net Amount | Check Description |
|--------|--------------|------------|-----------------------------------------------|-------------|--------------|-------------|------------|--------------------------|
| 08-12 | 026479 | 08/03/12 | LAN01 (LANDO AND ASSOCIATES) | | 2,000.00 | .00 | 2,000.00 | Automatic Generated Chec |
| | 026480 | 08/07/12 | AIR00 (Airgas-NCN, Inc.) | | 23.13 | .00 | 23.13 | Automatic Generated Chec |
| | 026481 | 08/07/12 | PAC02 (PacificCom) | | 1,674.72 | .00 | 1,674.72 | Automatic Generated Chec |
| | 026482 | 08/07/12 | USA02 (USABlueBook) | | 1,208.06 | .00 | 1,208.06 | Automatic Generated Chec |
| | 026483 | 08/07/12 | NCPA (Northern CA Power Agency) | | 83,019.00 | .00 | 83,019.00 | Automatic Generated Chec |
| | 026484 | 08/07/12 | AME00 (American Express) | | 67.64 | .00 | 67.64 | Automatic Generated Chec |
| | 026485 | 08/07/12 | ATT02 (AT&T) | | 317.33 | .00 | 317.33 | Automatic Generated Chec |
| | 026486 | 08/07/12 | BOT02 (Mike Bottorff) | | 24.42 | .00 | 24.42 | Automatic Generated Chec |
| | 026487 | 08/07/12 | ESC01 (Escudero Web Services) | | 187.50 | .00 | 187.50 | Automatic Generated Chec |
| | 026488 | 08/07/12 | GRIHE (Gridley Herald) | | 180.00 | .00 | 180.00 | Automatic Generated Chec |
| | 026489 | 08/07/12 | GR001 (Groeniger #1423) | | 1,858.32 | .00 | 1,858.32 | Automatic Generated Chec |
| | 026490 | 08/07/12 | HAR05 (Harshbarger Ace Hardware) | | 854.37 | .00 | 854.37 | Automatic Generated Chec |
| | 026491 | 08/07/12 | HEL03 (Helena Chemical Company) | | 850.06 | .00 | 850.06 | Automatic Generated Chec |
| | 026492 | 08/07/12 | JCN00 (J C Nelson Supply Co) | | 230.42 | .00 | 230.42 | Automatic Generated Chec |
| | 026493 | 08/07/12 | LAK02 (Lakeview Petroleum) | | 793.94 | .00 | 793.94 | Automatic Generated Chec |
| | 026494 | 08/07/12 | LES02 (Les Schwab Tire Center Inc) | | 216.46 | .00 | 216.46 | Automatic Generated Chec |
| | 026495 | 08/07/12 | PMC01 (PMC, Inc.) | | 4,895.07 | .00 | 4,895.07 | Automatic Generated Chec |
| | 026496 | 08/07/12 | REN01 (Rental Guys) | | 85.75 | .00 | 85.75 | Automatic Generated Chec |
| | 026497 | 08/07/12 | UNI04 (Univar USA Inc) | | 904.66 | .00 | 904.66 | Automatic Generated Chec |
| | 026498 | 08/07/12 | VAL01 (Valley Truck & Tractor Co.) | | 94.47 | .00 | 94.47 | Automatic Generated Chec |
| | 026499 | 08/07/12 | VIS00 (VistaNet Inc) | | 40.00 | .00 | 40.00 | Automatic Generated Chec |
| | 026500 | 08/07/12 | WAS02 (Hayden Wasser) | | 91.93 | .00 | 91.93 | Automatic Generated Chec |
| | 026501 | 08/07/12 | WAS04 (Waste Management) | | 10,917.48 | .00 | 10,917.48 | Automatic Generated Chec |
| | 026502 | 08/07/12 | WRI02 (Wright Express FSC) | | 24.00 | .00 | 24.00 | Automatic Generated Chec |
| | 026503 | 08/07/12 | YUB01 (City of Yuba City) | | 479.60 | .00 | 479.60 | Automatic Generated Chec |
| | 026504 | 08/15/12 | BUT04 (Butte County Clerk Recorder) | | 13.00 | .00 | 13.00 | Automatic Generated Chec |
| | 026505 | 08/15/12 | LAN01 (LANDO AND ASSOCIATES) | | 3,000.00 | .00 | 3,000.00 | Automatic Generated Chec |
| | 026506 | 08/15/12 | PAR03 (ParcelQuest) | | 960.00 | .00 | 960.00 | Automatic Generated Chec |
| | 026507 | 08/24/12 | NCPA (Northern CA Power Agency) | | 10,798.65 | .00 | 10,798.65 | Automatic Generated Chec |
| | 026508 | 08/24/12 | AFL01 (Aflac) | | 165.00 | .00 | 165.00 | Automatic Generated Chec |
| | 026509 | 08/24/12 | AIR00 (Airgas-NCN, Inc.) | | 24.33 | .00 | 24.33 | Automatic Generated Chec |
| | 026510 | 08/24/12 | ALL01 (All Metals Supply, Inc.) | | 210.36 | .00 | 210.36 | Automatic Generated Chec |
| | 026511 | 08/24/12 | ALL03 (All Stop Market) | | 4.28 | .00 | 4.28 | Automatic Generated Chec |
| | 026512 | 08/24/12 | ARA01 (Aramark Uniform Services) | | 261.60 | .00 | 261.60 | Automatic Generated Chec |
| | 026513 | 08/24/12 | ATK01 (Lauri Atkinson) | | 12.06 | .00 | 12.06 | Automatic Generated Chec |
| | 026514 | 08/24/12 | BAS01 (Basic Laboratory Inc) | | 25.20 | .00 | 25.20 | Automatic Generated Chec |
| | 026515 | 08/24/12 | BEN02 (Bennett Engineering Services, Inc.) | | 8,954.12 | .00 | 8,954.12 | Automatic Generated Chec |
| | 026516 | 08/24/12 | BIG02 (Biggs-West Gridley Water) | | 20.60 | .00 | 20.60 | Automatic Generated Chec |
| | 026517 | 08/24/12 | BIG07 (Biggs Lions Club) | | 220.00 | .00 | 220.00 | Automatic Generated Chec |
| | 026518 | 08/24/12 | BOT02 (Mike Bottorff) | | 24.42 | .00 | 24.42 | Automatic Generated Chec |
| | 026519 | 08/24/12 | BUT10 (Butte County Public Health Department) | | 534.00 | .00 | 534.00 | Automatic Generated Chec |
| | 026520 | 08/24/12 | BUT19 (C Linda Barnes) | | 285.84 | .00 | 285.84 | Automatic Generated Chec |
| | 026521 | 08/24/12 | COM04 (Comcast) | | 122.41 | .00 | 122.41 | Automatic Generated Chec |
| | 026522 | 08/24/12 | COR01 (CORBIN WILLITS SYSTEM INC) | | 328.95 | .00 | 328.95 | Automatic Generated Chec |

REPORT.: Sep 05 12 Wednesday
 RUN....: Sep 05 12 Time: 08:00
 Run By.: Roben Dewsnap

City of Biggs
 Month End Cash Disbursements Report
 Report for 08-12 BANK ACCOUNT 1010

PAGE:
 ID #: P
 CTL.:

| Period | Check Number | Check Date | Vendor # (Name) | Disc. Terms | Gross Amount | Disc Amount | Net Amount | Check Description |
|----------------------------------------|--------------|------------|----------------------------------------------|-------------|--------------|-------------|------------|-----------------------|
| 08-12 | 026523 | 08/24/12 | DON00 (Don's Shoes) | | 250.00 | .00 | 250.00 | Automatic Generated C |
| | 026524 | 08/24/12 | EIN01 (Gregory P. Einhorn) | | 4,000.00 | .00 | 4,000.00 | Automatic Generated C |
| | 026525 | 08/24/12 | FEA01 (Feather River Concrete Products) | | 1,486.57 | .00 | 1,486.57 | Automatic Generated C |
| | 026526 | 08/24/12 | FRI01 (Roger L. Frith) | | 200.00 | .00 | 200.00 | Automatic Generated C |
| | 026527 | 08/24/12 | GCS02 (GCS Environmental Equipment Services) | | 645.93 | .00 | 645.93 | Automatic Generated C |
| | 026528 | 08/24/12 | GRI04 (City of Gridley) | | 58,147.39 | .00 | 58,147.39 | Automatic Generated C |
| | 026529 | 08/24/12 | GRIHE (Gridley Herald) | | 100.00 | .00 | 100.00 | Automatic Generated C |
| | 026530 | 08/24/12 | HOL08 (Lyle Holm) | | 12.41 | .00 | 12.41 | Automatic Generated C |
| | 026531 | 08/24/12 | IND03 (Industrial Power Products) | | 51.55 | .00 | 51.55 | Automatic Generated C |
| | 026532 | 08/24/12 | KYO01 (Kyocera Mita America Inc) | | 129.04 | .00 | 129.04 | Automatic Generated C |
| | 026533 | 08/24/12 | MAC01 (Mac's Hardware & Rental) | | 98.23 | .00 | 98.23 | Automatic Generated C |
| | 026534 | 08/24/12 | MAX01 (Maximum Security Systems) | | 78.75 | .00 | 78.75 | Automatic Generated C |
| | 026535 | 08/24/12 | NOR02 (North Valley Barricade, Inc.) | | 534.91 | .00 | 534.91 | Automatic Generated C |
| | 026536 | 08/24/12 | OFF01 (Office Depot) | | 20.25 | .00 | 20.25 | Automatic Generated C |
| | 026537 | 08/24/12 | PGE01 (PACIFIC GAS & ELECTRIC CO) | | 53.09 | .00 | 53.09 | Automatic Generated C |
| | 026538 | 08/24/12 | PRI02 (PLIC - SBD Grand Island) | | 102.01 | .00 | 102.01 | Automatic Generated C |
| | 026539 | 08/24/12 | PUB02 (Calif Public Employees') | | 10,615.48 | .00 | 10,615.48 | Automatic Generated C |
| | 026540 | 08/24/12 | REM01 (Remax Altima) | | 150.00 | .00 | 150.00 | Automatic Generated C |
| | 026541 | 08/24/12 | RIG01 (Right Way Pest Control) | | 119.00 | .00 | 119.00 | Automatic Generated C |
| | 026542 | 08/24/12 | SEL02 (Select Janitorial Services, Inc.) | | 206.00 | .00 | 206.00 | Automatic Generated C |
| | 026543 | 08/24/12 | SHE01 (Duke Sherwood Contracting, Inc.) | | 17,408.33 | .00 | 17,408.33 | Automatic Generated C |
| | 026544 | 08/24/12 | TRI03 (Tri-City Powered Equipment) | | 383.85 | .00 | 383.85 | Automatic Generated C |
| | 026545 | 08/24/12 | TRI05 (Tri-City Technologies) | | 1,255.43 | .00 | 1,255.43 | Automatic Generated C |
| | 026546 | 08/24/12 | VSP01 (Vision Service Plan-(CA)) | | 97.09 | .00 | 97.09 | Automatic Generated C |
| | 026547 | 08/24/12 | YUB01 (City of Yuba City) | | 1,561.10 | .00 | 1,561.10 | Automatic Generated C |
| Total for Bank Account 1010 ----> | | | | | 234,709.56 | .00 | 234,709.56 | |
| Grand Total of all Bank Accounts ----> | | | | | 234,709.56 | .00 | 234,709.56 | |

Biggs Fire Department

Report on Conditions

August 2012

| Biggs area Incidents | County | City |
|-------------------------|-----------|-----------|
| Medical Emergency | 2 | 8 |
| Structure fire | 2 | 0 |
| Traffic Collision | 3 | 0 |
| Public Assist | 1 | 1 |
| Hazardous condition | 1 | 1 |
| False alarm | 2 | 0 |
| Vegetation fire | 1 | 0 |
| Total | 12 | 10 |
| Local area total | 22 | |

Engine 73 also responded to; structure fires in Gridley (2), vegetation fires in Gridley (1), traffic collisions in Gridley (3), and vehicle fires in Gridley (1), cover Gridley (1), cover Richvale (1). The combined total of local and regional responses for Engine 73 in August was thirty one (31).

Biggs Fire Engine 73 covered Richvale, Butte County Fire Station 71, for several consecutive days during the month. This cover assignment was due to many local fire engines being assigned to fires throughout the north state. While our fire engine covered Richvale, Butte County Fire Engine 74 from Gridley covered here in Biggs. Ultimately several reserve fire engines were placed in frontline service and personnel held on duty staffed them to fill vacant fire stations. While the many fires began to be controlled fire engines from other CAL FIRE Units were brought in to cover fire stations throughout Butte County.

Captain Todd Tindill, for the fourth time this summer, went out as a Division Supervisor to a wildland fire. Todd was assigned for a week to the "Mill" fire, in Tehama County. CAL FIRE's local Butte Unit administers this remote portion of Tehama County where this the second "Mill" fire to which Captain Tindill has been assigned was located. Captain Tindill this time got to supervise mostly personnel he more often works with.

This season seems designed to test California's strong mutual aid system. More locally our functional consolidation of CAL FIRE / Butte County Fire, the City of Biggs / CAL FIRE and the City of Gridley / CAL FIRE is continuing to serve our communities well.

ROY R. SEILER
CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841
Fax: 530-934-8849

ACCOUNTANT'S COMPILATION REPORT

City of Biggs,
Biggs, California

I have compiled the accompanying monthly cash and investment report, for the City of Biggs, as of June 30, 2012. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs

September 4, 2012
Roy R. Seiler, CPA

City of Biggs
Monthly Cash and Investments Report
June, 2012

Pooled Cash and Investments:

Bank of America:

General Checking Accounts \$ 728,761.75

Local Agency Investment Fund:

Fund Account Balance \$ 1,590,118.98

Total Pooled Cash and Short Term Investments \$ 2,318,880.73

=====

Other Investments:

Northern California Power Authority (NCPA)

Reflects Latest Available Balance

General Operating Reserve (GOR):

Committed Reserve \$ 98,044.00

Available Reserve \$ 525,152.00

Total Reserve \$ 623,196.00

Reflects Latest Available Balance

California Independent System Operators (CAISO):

Scheduling Coordination Program Agreement,
Balancing Account, Current Balance \$ 74,083.00

Total Other Investments \$ 697,279.00

=====

See Accountant's Compilation Report

ROY R. SEILER

CERTIFIED PUBLIC ACCOUNTANT

201 C. North Tehama
Willows, CA 95988

Phone: 530-934-8841

Fax: 530-934-8849

City of Biggs,
Biggs, California

I have compiled the accompanying recaps of discretionary funds and funds with restricted uses (cash balances), for the City of Biggs, as of June 30, 2012. I have not audited or reviewed the accompanying statement and, accordingly, do not express an opinion or provide any assurance about whether the statement is in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

I am not independent with respect to the City of Biggs

September 4, 2012
Roy R. Seiler, CPA

City of Biggs
Recap of Discretionary Funds
CASH BALANCE
Committed Vs. Uncommitted Funds
(Unaudited)

| <u>Fund No.</u> | <u>Fund Name</u> | <u>Unaudited CASH Balance as of June 30, 2012</u> | <u>Net Available</u> |
|-------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------|--------------------------|
| <u>Cash Balances of Funds Available for Commitment:</u> | | | |
| 010 | General Fund | 224,688 | |
| 214 | General Plan Update | 76,678 | |
| | Less 40% of Budgeted Revenues, 524,359 Minimum Reserve | <u>(209,744)</u> | 91,622 |
| 011 | Building and Equipment Reserve | | 79,962 |
| 012 | Fire Engine Replacement Reserve | | 66,506 |
| 013 | Bridge Replacement Reserve | | 70,362 |
| 016 | Street Maintenance Reserve | | 121,347 |
| 145 | 1939 Fire Engine Restoration Reserve | | 3,163 |
| 165 | CDBG Miscellaneous Program Income | | 59,700 |
| 050 | Electric Fund | 1,012,489 | |
| 052 | Electric Fund NCPA GOR, Uncommitted Reserve | <u>525,152</u> | |
| | Subtotal | 1,537,641 | |
| | Less 40% of Budgeted Revenues, 2,549,450 Minimum Reserve | <u>(1,019,780)</u> | 517,861 |
| Subtotal | | | 1,010,523 |
| <u>Cash Balances of "Restricted Funds with Negative Balances:</u> | | | |
| 030 | Sewer Fund | | (64,222) |
| 040 | Water Fund | | (43,846) |
| 105 | Sewer Improvement | | (64,598) |
| 107 | WWTP-Phase One | | (5,123) |
| 108 | WWTP-Phase Two | | (5,824) |
| 126 | HOME | | (226) |
| 131 | Sixth Street Bridge | | (10,432) |
| 174 | 2008 CDBG | | (1,592) |
| 176 | ADA Design for City Library | | (19,283) |
| 177 | Vets Hall Rehab | | (11,079) |
| 200 | CFD N. Biggs Estate | | (3,634) |
| 217 | E McCain | | (110) |
| Subtotal | | | <u>(229,969)</u> |
| Net Computed Uncommitted Cash Reserves | | | 780,555 |

Note there are several on going projects, some of which have negative fund balances
This may be due to timing, underfunding or other issues.

City of Biggs
CASH BALANCE
Funds with Restricted Uses
(Unaudited)

Unaudited
CASH
Balance
as of
June 30, 2012

| | | | |
|---------------------------|----------------------------------|----------|-----------------|
| 014 | Regional Detention Basin Reserve | 16,400 | |
| 017 | Public Works Facility Reserve | 17,555 | |
| 022 | Gas Tax | 62,802 | |
| 030 | Sewer Fund | (64,222) | |
| 031 | Drainage Fund Impact Fee | 4,929 | |
| 032 | Road Dev. Impact Fee | 3,848 | |
| 033 | Parks and Recreation Impact Fee | 6,626 | |
| 034 | Gen Gov. Impact Fee | 455 | |
| 035 | Police Dev. Impact Fee | 70 | |
| 036 | Fire Dev. Impact Fee | 489 | |
| 040 | Water Fund | (43,846) | |
| 051 | Electric Fund, Public Benefits | 88,366 | |
| 060 | Solid Waste | 6,975 | |
| 080 | TDA/LTF Street Funds | 34,414 | |
| 090 | TDA/STA SB 620 Funds | 18 | |
| 092 | RSTP/STIP Exchange | 27,923 | |
| 100 | Electric Improvement | 168,439 | |
| 105 | Sewer Improvement | (64,598) | |
| 106 | Sewer Bond Reserve | 48,124 | |
| 107 | WWTP-Phase One | (5,123) | |
| 108 | WWTP-Phase Two | (5,824) | |
| 110 | Water Improvement | 55,469 | |
| 112 | Water Reserve | 146,588 | |
| 125 | HOME | 44,437 | |
| 126 | HOME | (226) | |
| 131 | Sixth Street Bridge | (10,432) | Ongoing Project |
| 150 | CDBG , 1982 | 49 | |
| 170 | CDBG, 1994 | 61,540 | |
| 174 | Planning and Tech Assist. Grant | (1,592) | |
| 176 | ADA Design for City Library | (19,283) | |
| 177 | Vets Hall Rehab | (11,079) | |
| 196* | 01 STBG | 7,694 | |
| | | | |
| Trust Funds | | | |
| 200 | CFD N. Biggs Estates | (3,634) | |
| 202 | Fourth Street Apts | 5,970 | |
| 207 | SunWest | 4,679 | |
| 210 | Betzler/Summit | 8,625 | |
| 217 | E McCain | (110) | |
| 230 | HomeTown Cele | 229 | |
| 245 | Sunwest Expansion | 11,241 | |
| | | | |
| Total, For Reference Only | | 603,985 | |

RESOLUTION NO. 2012-18

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BIGGS, CALIFORNIA APPOINTING REPRESENTATIVES OF
THE CITY TO PROVIDE GHG COMPLIANCE DIRECTION TO
THE LEC PROJECT**

WHEREAS, the City of Biggs is a participant in the Lodi Energy Center project (LEC) owned and managed by the Northern California Power Agency (NCPA); and,

WHEREAS, Cap & Trade regulations adopted by the California Air Resources Board in furtherance of AB 32, the Global Warming Solutions Act require the electric utility sector to reduce GHG emissions beginning in calendar year 2013; and

WHEREAS, under Cap & Trade, "Covered Entities" such as the Northern California Power Agency (NCPA) in its role as operator/owner of the LEC Project, has the obligation to comply with Cap & Trade regulations including the obligation to surrender GHG Compliance Instruments (Allowances) related to GHG emissions attributed to the LEC project; and

WHEREAS, the LEC Project Management and Operations Agreement (PMOA), as amended by the First Amendment and as supplemented by the associated Schedule 11, provides an LEC participant with the option to direct NCPA to purchase Compliance Instruments on its behalf; and

WHEREAS, the PMOA provides that LEC participants who may wish to provide NCPA with direction to purchase Compliance Instruments on its behalf shall designate an authorized representative and an alternative to provide such direction to NCPA via written and signed Participant Purchase Directives.

NOW, THEREFORE, the City Council of the City of Biggs resolves as follows:

Section 1: Appoints the City Administrator as the City of Biggs duly authorized representative to issue and sign Participant Purchase Directives to NCPA related to the acquisition of Compliance Instruments for the Lodi Energy Center project.

Section 2: Appoints the Electric Commissioner as the City of Biggs' duly authorized alternate representative to issue and sign Participant Purchase Directives to NCPA related to the acquisition of Compliance Instruments for the Lodi Energy Center project in the absence of the authorized representative.

I HEREBY CERTIFY that the foregoing **RESOLUTION** was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Biggs, held on the 11th day of September, 2012 by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAINED: COUNCILMEMBER _____

ATTEST:

APPROVED:

Roben Dewsnup
CITY CLERK

Roger L. Frith
MAYOR



City of Biggs

Agenda Item Staff Report For the Regular City Council Meeting: September 11, 2012

TO: Honorable Mayor and Members of the City Council
FROM: City Administrator
SUBJECT: Low-Income Home Energy Assistance Program (LIHEAP)

Council is being asked to consider continuation of participation in the State of California Low-Income Home Energy Assistance Program (LIHEAP)

Recommendation:

Adopt resolution No. 2012-19 approving of, and authorizing the Mayor to sign the July 1, 2012 through September 20, 2014 contract with the State of California to continue participation in the LIHEAP program.

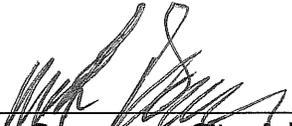
Fiscal Impact:

None.

Background:

The LIHEAP program is administered by the State of California and the County of Butte. The City of Biggs is merely a payee of the program as a utility service provider.

Qualifying low-income citizens of the City of Biggs may seek financial support from the program. If approved by the State and County, the LIHEAP program pays to the City of Biggs funds to pay certain utility service debts on the behalf of the citizen.



Mark Sorensen, City Administrator

RESOLUTION NO. 2012-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS
APPROVING AGREEMENT NUMBER 12Y-1408 WITH THE STATE OF
CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND
DEVELOPMENT (CSD) DIRECT PAYMENT PROGRAM PROCESSING
FOR THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
(LIHEAP) WITH THE CITY OF BIGGS

JULY 1, 2012 THROUGH SEPTEMBER 30, 2014

BE IT RESOLVED by the City Council of the City of Biggs as follows:

SECTION 1.

The City Council has reviewed and hereby approves contract number 12Y-1408 with a term of July 1, 2012 through September 30, 2014, with the State of California Department of Community Services and Development (CSD) direct payment program processing for the Low-Income Home Energy Assistance Program (LIHEAP) with the City of Biggs.

SECTION 2.

The Mayor is hereby designated and authorized to act on the City's behalf in all matters pertaining to this contract and sign the contract with the State of California for the purposes of processing the direct payment program for the Low-Income Home Energy Assistance Program (LIHEAP).

I HEREBY CERTIFY that the foregoing RESOLUTION was duly introduced, passed and adopted at a regular meeting to the City Council of the City of Biggs, held on the 11th of September, 2012, by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAIN: COUNCILMEMBER _____

ATTEST:

APPROVED:

Roben Dewsnup
CITY CLERK

Roger L. Frith
MAYOR

July 1, 2012-September 30, 2014
Direct Payment Agreement
Agreement No. 12Y-1408

**STATE OF CALIFORNIA
AGREEMENT**

This Agreement consists of this signature page, Exhibits A through F, and Attachments I through IV, which are attached hereto and incorporated herein by this reference. It is entered into between the State of California, **Department of Community Services and Development**, and the Utility Company, **City of Biggs**:

Utility Company: **City of Biggs**

The term of this Agreement is: July 1, 2012 through September 30, 2014

The maximum amount of this Agreement is: \$-0-

Agreed to and approved:

CONTRACTOR **City of Biggs**

By: _____
Authorized Signature Date Signed

Printed Name and Title of Person Signing

Address: _____

Telephone: _____

Facsimile: _____

STATE OF CALIFORNIA
Department of Community Services and Development

By: _____
Authorized Signature Date Signed

Jean Johnson, Deputy Director of Administrative Services
Printed Name and Title of Person Signing

Address: P.O. Box 1947
Sacramento, California 95812-1947

Telephone: (916) 576-7109

Facsimile: (916) 263-1406

Exhibit A
(Standard Agreement)

SCOPE OF WORK

1. The purpose of this Agreement between the Department of Community Services and Development, hereinafter referred to as CSD or the Department, and the City of Biggs, hereinafter referred to as Contractor, is for the purpose of making direct credit to the accounts of low-income energy customers of the Contractor that are identified by CSD as payment recipients under CSD's Low-Income Home Energy Assistance Program (LIHEAP), which includes the Home Energy Assistance Program (HEAP) and Energy Crisis Intervention Program – Fast Track (ECIP-FT).

2. LOCATION WHERE SERVICES ARE TO BE PROVIDED

Unless specified in writing, in advance, by CSD, the location of all services to be provided by CSD under this Agreement will be at:

Department of Community Services and Development
Program Services and Support Unit
2389 Gateway Oaks Way, Suite 100
Sacramento, California 95833

3. ADDRESSES

All notices to the parties shall, unless otherwise requested in writing, be sent to Contractor's address as follows:

Name and Title: _____

Company name: _____

Address: _____

City, State and Zip Code: _____

or by facsimile to (_____) _____ - _____

and to CSD's address as follows:

Kathy Andry, Senior Manager
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947
Or by facsimile to (916) 263-1651

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT

Contractor will not receive any direct financial consideration under this Agreement.

2. CSD'S PROJECT COORDINATOR

The Manager of the Energy and Environmental Services is designated as the Department's Project Coordinator. The Department may, at any time, designate a substitute Project Coordinator.

3. CONTRACTOR'S PROJECT COORDINATOR

_____ is designated as the Contractor's Project Coordinator. The Project Coordinator can be reached at _____. The Contractor may, at any time, designate a substitute Project Coordinator. Notification to CSD of any change in the Project Coordinator will be made in writing and will not require an amendment to this Agreement.

4. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CSD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the State of California Budget Act for purposes of this program, CSD shall have the option to either cancel this Agreement with no liability occurring to CSD, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Standard Agreement)

- C. Notwithstanding the language in Sections 4.A. or 4.B. above, if CSD believes that funds will be insufficient to allow the State to make LIHEAP payments to Contractor i.e., for the reasons described in Section 4.A. or 4.B. above, then CSD shall promptly notify Contractor's Project Coordinator. CSD and the Contractor's Project Coordinator shall attempt to amend this Agreement so the LIHEAP payments can continue to the extent possible given the nature of the shortage or unavailability of funding for LIHEAP. The parties agree that it is undesirable to terminate this Agreement for any short-term unavailability of LIHEAP funds and that it would be preferable, if Federal funds are not available for LIHEAP, to suspend LIHEAP until CSD is able to obtain sufficient funding to resume credits to qualified low-income energy customers, as provided for under LIHEAP.

5. PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to CSD by the United States Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for LIHEAP, this Agreement shall be amended to reflect any reduction in funds.
- D. CSD has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction for funds.
- E. CSD will notify Contractor's Project Coordinator if federal funds are insufficient for LIHEAP to continue as expected during the next fiscal year or if restrictions, limitations or conditions have been imposed by Congress on the LIHEAP or funding for it as soon as the Federal grant award letter has been issued with some constraint. CSD further agrees that Contractor's willingness to suspend the LIHEAP, as described herein and in Section 5.C. above, does not constitute an agreement by Contractor that: (i) funding for LIHEAP is unimportant or (ii) a delay in crediting a customer with LIHEAP funds is acceptable, to either Contractor or its customers.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS – GTC 610

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. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: 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.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees 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. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State 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).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and 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 in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C
(Standard Agreement)

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors 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, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT C
(Standard Agreement)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor 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

EXHIBIT C
(Standard Agreement)

b. The contractor, 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.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (PCC 10344(e)).

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. CANCELLATION

Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party.

2. SUBCONTRACTS

No subcontracts shall be permitted under this Agreement; therefore, references to subcontractors or subcontracts as part of standard provisions that have been included herein shall have no applicability.

3. CERTIFICATION

Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following: Information Integrity and Security (Department of Finance, Budget Letter 04-35).

4. LABOR CODE/WORKERS' COMPENSATION

Both parties agree that they are aware of the provisions that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and CSD affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

5. RESOLUTION

Contractor must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body that by law has authority to enter into an agreement, authorizing execution of the agreement.

6. COMPLIANCE WITH LAWS AND TAX WITHHOLDING

A. CSD shall comply with all applicable Federal, State, and local laws, rules, and regulations and shall obtain all permits required to conduct its business and perform the work called for in this Agreement, if applicable.

B. CSD represents and warrants that it will withhold all taxes, if any, which are required to be withheld under applicable laws with respect to CSD personnel who perform services for the Contractor. CSD shall indemnify and hold the Contractor harmless, on an after-tax basis, for any liability incurred by the Contractor as a result of CSD's failure to institute any such required withholding.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. INDEPENDENT CONTRACTOR

CSD, and the agents and employees of CSD, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Contractor.

2. DELEGATION OF CSD'S DUTIES

This Agreement is not assignable by CSD, either in whole or in part, without the consent of Contractor in the form of a formal written amendment. CSD shall not employ other consultants or contractors to provide key data entry, document perfection, and/or any other services under this Agreement without the prior written approval of Contractor, nor shall the duties of CSD, under this Agreement, be delegated without prior written approval of Contractor. Unless otherwise expressly agreed upon by Contractor, CSD shall remain responsible for the quality and timeliness of performance notwithstanding any delegation.

3. CONFLICT OF INTEREST/BUSINESS ETHICS

CSD shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Contractor's interest. During the term of this Agreement, CSD shall not accept any employment or engage in any consulting work that creates a conflict of interest with Contractor or in any way compromises the services to be performed under this Agreement. All financial statements, reports, billings, and other documents rendered shall properly reflect the facts about all activities and transactions handled for the account of Contractor.

4. WARRANTY

CSD warrants to Contractor that the work under this Agreement shall be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices and in conformance with generally accepted professional standards prevailing at the time the work is performed, so as to ensure that the services performed are correct and appropriate for the purposes contemplated in this Agreement and related specifications.

EXHIBIT E
(Standard Agreement)

5. CONFIDENTIALITY

- A. In the course of performing the services under this Agreement, CSD may have access to confidential, commercial, or personal information concerning, but not limited to, technology, rate making, legislative, and personnel matters and practices of the Contractor, its subsidiaries, affiliates, or members of the public. CSD agrees not to disclose any such information without the prior written approval of Contractor.
- B. Contractor hereby agrees to provide required security to insure the confidential, physical security and safekeeping of all data, information, files, and documents while in its possession. Through the observance of the same or more effective procedural requirements as used by CSD, Contractor will protect from unauthorized use and disclosure all sensitive data, documentation, or other information that are designated confidential by CSD and made available to Contractor in order to carry out this Agreement. CSD shall provide to Contractor in writing the identification of all such confidential data and information, as well as CSD procedural requirements for protection of such data and information from unauthorized use and disclosure.
- C. Any representation herein made by CSD relating to confidentiality or the operations, limitations, and requirements for the furnishing of personnel records, as set forth in EXHIBIT E, ADDITIONAL PROVISIONS, Section 6., CSD's Use of Contractor's Property, below shall be subject to the Information Practices Act of 1977, Section 1798 et seq. of the California Civil Code, and the California Public Records Act, Section 6250 et seq. of the California Government Code.

6. CSD'S USE OF CONTRACTOR'S PROPERTY

All records, reports, computer programs, written procedures, and similar materials, documents, or data, in whatever form provided by Contractor for CSD's use in performance of services under this Agreement shall remain the confidential property of Contractor and shall be returned to Contractor immediately upon completion of CSD's use or upon written request of Contractor.

7. NONWAIVER

The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in the performance of any obligations under this Agreement, shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation; nor shall any waiver of any incident of breach or default constitute a continuing waiver of the same. All waivers shall be in writing.

EXHIBIT E
(Standard Agreement)

8. INCIDENTAL AND CONSEQUENTIAL DAMAGES

Contractor shall not be liable for incidental or consequential damages including but not limited to loss of profits, commitments to subcontractors, rental or lease agreement(s), and personal services contracts, unless expressly authorized in writing by Contractor.

9. INSURANCE

CSD is a self-insured entity. If said coverage no longer prevails, CSD will notify Contractor within thirty (30) days of said coverage expiration.

10. CAPTIONS

The captions of the various sections, paragraphs, and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretations.

11. VENUE

In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusive vested in the State Courts of the County of Sacramento, or where otherwise appropriate, exclusively in the United States District Court for the Eastern District of California in Sacramento, California.

12. OTHER AGREEMENTS

This Agreement shall not prevent either party from entering into similar agreements with others.

13. DISPUTE RESOLUTION

A. Unless otherwise mutually agreed to, any disputes between CSD and Contractor regarding the construction or application of this Agreement and claims arising out of this Agreement or its breach shall be submitted to mediation within thirty (30) calendar days of the written request of one party after the service of that request on the other party.

EXHIBIT E
(Standard Agreement)

- B. The parties shall make best efforts to settle all disputes arising under this Agreement as a matter of normal business and without recourse to either mediation or litigation. If the parties are unable to resolve a dispute with respect to this Agreement, either party may send a notice to the other requesting a meeting at which senior officers or officials of the parties will attempt to resolve the dispute. If the parties are unable to resolve the dispute within ten (10) days after the meeting notice is received by the party to whom it is directed, or such longer period as the parties may agree, then either party may initiate mediation as set forth herein.
- C. Mediation under this section is a condition precedent to filing an action in any court. In the event of litigation that arises out of any dispute related to this Agreement, the parties shall each pay their respective attorney's fees, expert witness costs, and cost of suit, regardless of the outcome the litigation.

14. FEDERAL EQUAL OPPORTUNITY LAWS

During the performance of this Agreement, and to the extent they may be applicable to this Agreement, CSD agrees to comply with the following:

- A. Federal Executive Order 11246, as amended by Executive Order 11375 relating to equal employment opportunity;
- B. Title VI and Title VII of the Civil Rights Act of 1964; as amended;
- C. Rehabilitation Act of 1973, as amended;
- D. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended;
- E. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Program, Equal Employment Opportunity, Department of Labor, as amended; and
- F. Public Law 101-336, Americans with Disability Act of 1990, as amended.

EXHIBIT F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. A. CSD will process applications and make a determination of applicant's eligibility for assistance based upon pre-established criteria pursuant to the LIHEAP. CSD will provide the Contractor with a disk which lists applicants determined eligible for assistance and the amount of assistance as shown on Attachment 2. Payment, in the form of a State of California warrant, and Direct Payment Summary (Attachment 3), shall accompany the disk, and shall represent the sum total of benefits contained on said transmittal.
- B. Contractor will process payments contained on aforementioned disk in accordance with the provisions of the enclosed LIHEAP Direct Payment Instructions (Attachment 1).
- C. Contractor will provide notification of LIHEAP payment to each customer for whom a credit is made. The wording of said notification must contain the words "LIHEAP credit."
- D. The Contractor shall attempt to credit the accounts of qualified low-income customers by the subsequent billing cycle following the receipt of the transmittal and State of California warrant.
- E.
 - 1) Contractor is responsible for completing and returning to CSD, the Direct Payment Summary that accompanies each transmittal, within ten (10) working days of processing and handling the batch run of eligible low-income utility customers receiving LIHEAP assistance. Contractor shall complete the Direct Payment Summary by indicating: a) the total number of customer accounts where the Contractor was successful in crediting full amount of eligible LIHEAP benefit; b) the customer accounts where the Contractor was only able to credit a partial amount of the eligible LIHEAP benefit, also referred to as Partial Payment Return; and c) the customer accounts where the Contractor was unable to credit any of the eligible LIHEAP assistance amount, also referred to as Full Payment Return.
 - 2) Contractor shall return any undeliverable LIHEAP benefits to CSD during the course of this Agreement.

2. DISBURSEMENTS

Funds provided under this Agreement shall be disbursed and applicant accounts credited in accordance with the provisions of the LIHEAP Direct Payment Instructions.

EXHIBIT F
(Standard Agreement)

3. ASSURANCES

- A. Contractor shall charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the payment amount made by the Department. The actual costs of the home energy shall be consistent with applicable utility company tariffs as approved by the CPUC, if applicable.
- B. Contractor assures that no household receiving assistance under this process will be treated adversely because of such assistance under applicable provisions of State Law regarding public regulatory requirements.

4. REPORTS

Reports required under this Agreement are detailed in the LIHEAP Direct Payment Instructions and the attachments thereto.

From: Pustejovsky, Cynthia [CPustejovsky@buttecounty.net]
Sent: Friday, August 24, 2012 11:59 AM
To: Roger Frith
Subject: Library

Hi Roger,

I have been asked to check with the City Council to see if the City of Biggs would be interested in being listed as a community partner for this year's Book in Common: "Unquenchable: America's Water Crisis and What to Do About It" by Robert Glennon. I know water and the related issues are a major interest/concern in Butte County and think there will be interest in this book. A book club, which includes a couple of Biggs residents, will be reading it in September.

Bill Loker, Dean of Undergraduate Education at CSU Chico, is seeking participation from the city partners to ask members of their council if they would like to be present during the kickoff event, and to read a 2 – 3 minute passage of their choosing from the book. The kick-off event is Thursday, September 13, 6:00 – 7:00 pm, in the Chico City Plaza.

I know everyone is very busy, especially this time of the year, but I'm hoping the City of Biggs will be able to participate. I think it would make people in other parts of the county more aware of Biggs and that the community is concerned and involved in the same issues. I'm thinking of average citizens, especially those who attend this type of event, who aren't very aware of Biggs.

About the Book in Common Project (From CSUC's website)

The Book in Common is a shared, community read, designed to promote discussion and understanding of important issues facing the broader community. "The Book in Common is an important means for Chico State to fulfill its missions of community engagement and serving the public good," according to California State University, Chico President Paul Zingg. "We feel that *Unquenchable* will create lively and meaningful conversations and discussions on a topic of central importance to our community," said Butte College President, Kimberly Perry.

The Book in Common is chosen each year by a group of university faculty and staff and community members. Past community reads include *The Soloist*, by Steve Lopez, *The Boy Who Harnessed the Wind*, by William Kamkwamba, *Zeitoun*, by Dave Eggers and the current book in common, *Unquenchable* by Robert Glennon. As in past years, Butte College, Chico State, the City and County have sponsored a variety of events: panel discussions, lectures, and other public events, in celebration of the Book in Common. Author visits are also part of the Book in Common. The much-celebrated author of *Unquenchable*, Robert Glennon, will be giving a public talk on October 5th in Laxson Auditorium.

I've attached a sample proclamation.

Thank you for your consideration.
Cynthia

Cynthia Pustejovsky
Branch Librarian
Butte County Library
Gridley Durham Biggs
299 Spruce St
Gridley CA 95948
530 846-3323
cpustejovsky@buttecounty.net

**A PROCLAMATION OF THE CITY OF BIGGS RECOGNIZING
“UNQUENCHABLE” AS THE BOOK IN COMMON FOR
THE CITY OF BIGGS IN 2012-2013**

WHEREAS, the City of Biggs values reading, reflection and action in support of building a sense of community, strengthening literacy and advancing the common good; and

WHEREAS, the Book in Common’s goal is to create a foundation for life-long learning by understanding oneself and others and to intellectually, critically and emotionally reflect on one’s experiences and roles in society; and

WHEREAS, programs such as the Book in Common enhance the intellectual community, foster dialogue on important social issues, and value the diverse cultural perspectives found in contemporary society; and

WHEREAS, California State University, Chico, Butte Community College, Butte County Public Library, and local citizens and book clubs around our City have selected the Book, “*Unquenchable*,” by Robert Glennon, as the Book in Common.

NOW THEREFORE, BE IT RESOLVED, that I, Roger L. Frith, Mayor of the City of Biggs, do hereby recognize “*Unquenchable*” as the Book in Common for the City of Biggs in 2012-2013 and urge all citizens to read, reflect and take action in support of the common good of the community.

Dated: September 11, 2012

Roger L. Frith
MAYOR

**EMPLOYMENT AGREEMENT (CITY ADMINISTRATOR) BETWEEN THE
CITY OF BIGGS AND MARK SORENSEN**

The City of Biggs, hereinafter referred to as City, by and through its duly elected City Council Members (Council), located at 465 C Street, Biggs, California, and Mark Sorensen (City Administrator), in consideration of the mutual promises made herein, agree as follows:

ARTICLE 1. TERM OF EMPLOYMENT

Section 1.01. Term.

City hereby employs City Administrator and City Administrator hereby accepts employment with City as City Administrator for a period of three (3) years, commencing August 21, 2012 and ending August 30, 2015. The parties agree that not less than 180 days prior to the end of this term, they will meet and confer to discuss extension of this agreement.

Section 1.02. "Employment Term" – Defined.

As used herein, the phrase "employment term" refers to the entire period of employment of City Administrator by City hereunder, whether terminated earlier as hereinafter provided or extended by mutual agreement between City and City Administrator.

ARTICLE 2. DUTIES AND OBLIGATIONS OF CITY ADMINISTRATOR

Section 2.01. Duties and Obligations.

City Administrator shall serve as the City Administrator. In the capacity of Department Head and Chief Administrative Officer, City Administrator shall do and perform all services, acts or things necessary or advisable to manage and maintain the business of City, subject at all times to the policies set by City and in accordance with applicable law.

Section 2.02. Faithful Performance.

City Administrator agrees that to the best of his ability and experience he will at all times faithfully, loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this agreement.

Section 2.03. Outside Employment.

(a) City Administrator shall devote his entire production time, ability and attention to the business of City during the term of this agreement; provided, however, upon approval by the Council, that City Administrator may undertake outside activities that do not interfere with the duties and responsibilities of City Administrator's position. Any outside employment shall be presented to the City Council for review.

(b) This agreement shall not be interpreted to prohibit City Administrator from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this agreement.

ARTICLE 3. OBLIGATIONS OF CITY

Section 3.01. Compensation, Benefits, Expenses.

City shall provide City Administrator with the compensation, incentives, benefits, and expense reimbursement specified elsewhere in this agreement.

Section 3.02. Indemnification for City Losses.

City shall indemnify City Administrator for all losses sustained by City Administrator as a direct consequence of the discharge of his duties on City's behalf.

Section 3.03. Performance Evaluation.

City Administrator shall receive an annual performance evaluation by the Council.

Section 3.04. Independent Authority; Limitation.

Pursuant to pertinent State and Local law, City Administrator has the right to exercise his independent authority over the department, subject to the general direction of the City Council.

ARTICLE 4. COMPENSATION OF CITY ADMINISTRATOR

Section 4.01. Compensation.

(a) As compensation for the services to be rendered by City Administrator hereunder, City shall pay City Administrator the rate of \$79,000 per year.

(b) Upon mutual agreement between City and City Administrator, City Administrator's compensation may be adjusted during the term of this Agreement conditioned upon a satisfactory evaluation of his performance by the City Council at the scheduled annual performance evaluations.

(c) City Administrator's salary shall in no event be reduced during the term of this agreement except as included in a general salary reduction applied to City employees for whom the City Council has the authority to set salaries. In the event of such salary reduction, it shall be at the same percentage applied to other employees.

Section 4.02. Management Leave.

City Administrator shall be entitled to receive 80 hours of Management Leave annually which shall accrue monthly. In consideration of this benefit, City Administrator agrees to release and

waive any and all claims or potential claims which did accrue or may have accrued for overtime compensation or any other such claims under the Fair Labor Standards Act or the California Labor Code from the date of City Administrator's initial hire date through the date of this contract.

ARTICLE 5. CITY ADMINISTRATOR BENEFITS

Section 5.01. Vacation.

City Administrator shall be entitled to annual vacation time each year at the rate applied to all employees. Total accumulated vacation time and management leave, combined, shall not exceed 256 hours. Vacation time and management leave, combined, shall not accrue beyond 256 hours for the length of this contract. Any such vacation time and management leave beyond 256 hours shall be lost.

Section 5.02. Other Benefits.

City Administrator shall receive medical insurance, retirement benefits and all other fringe benefits in amounts and types equal to those of all City employees. City will reimburse City Administrator at the rate of \$80 monthly for cell phone/PDA expenses.

ARTICLE 6. TERMINATION OF EMPLOYMENT

Section 6.01. Termination as City Administrator for Cause.

The City Administrator's status as such and all rights under this contract hereunder may be terminated by the City Council at any time upon a material breach of this contract, for the commission of a felony, for a crime involving moral turpitude or for any conduct bringing substantial discredit to the City. The Council shall not terminate this agreement pursuant to this section until a written statement of grounds for termination has first been served upon the City Administrator. The City Administrator shall then be entitled to a meaningful hearing with the Council and shall have the right to have a representative of his choice at said hearing. The hearing with the Council shall be the City Administrator's exclusive right to any hearing otherwise required by law.

Section 6.02. Early Termination without Cause

Notwithstanding any other provision of the agreement, the Council, in its discretion, shall have the option to terminate this agreement at any time during the term hereof, or upon any extension thereof; provided, however, that if the Council does terminate this agreement, without cause, prior to the expiration of the three (3) year term herein, the Parties agree that the effective date of such termination shall be twelve (12) months from the date of notice of such termination (notice period). The Council reserves the right to require the City Administrator to continue to provide services under this agreement during all or part of the twelve (12) month notice period. The Council also reserves the right to reject such services during all or part of the twelve (12) month notice period. Upon such rejection, if any, however, the City shall pay to City Administrator

salary only (no other benefits) through the end of the notice period. This provision shall not be construed to extend the term of this agreement.

Section 6.03. Effect on Compensation If Early Termination

In the event that this agreement is terminated early, and subject to Section 6.02, City Administrator shall be entitled to the compensation and benefits earned by and vested in him prior to the date of termination as provided for in this agreement, computed pro rata up to and including that date.

ARTICLE 7. GENERAL PROVISIONS

Section 7.01. Affiliation – Professional Associations.

During the term of this agreement and any extensions thereof, City Administrator shall maintain membership in good standing in the International City Management Association (ICMA) and shall subscribe to and act in accordance with the Associations' ethics codes, which are attached hereto as Exhibit "A" and incorporated herein by this reference; and membership in and the California City Management Foundation (CCMF). City agrees to pay the costs of such memberships, which in FY2010-11 were \$707.33 for ICMA and \$400.00 for CCMF. City Administrator shall also maintain membership in good standing in the City Manager's Department of the League of California Cities.

Section 7.02. Notices.

Any notices to be given by either party to the other shall be in writing and may be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notice shall be addressed to the City at P.O. Box 307, Biggs, CA 95917. Mailed notice shall be addressed to the City Administrator at 1789 Manzanita Ave, Chico, CA 95926. Each party may change their address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

Section 7.03. Attorney's Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys fees. This provision shall be construed as applicable to the entire contract.

Section 7.04. Agreement an Entirety.

This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the employment of City Administrator by City, and contains all of the covenants and agreements between the parties with respect to that employment in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or

anyone acting on behalf of any party, which are not embedded herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding.

Section 7.05. Non-Waiver.

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power be for all or any other times.

Section 7.06. Effect of Invalidity.

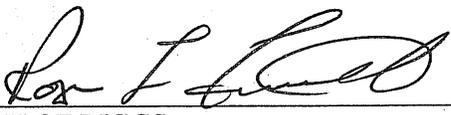
If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Section 7.07. Applicability – California Laws.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year last below written.

Dated: 8/20/12

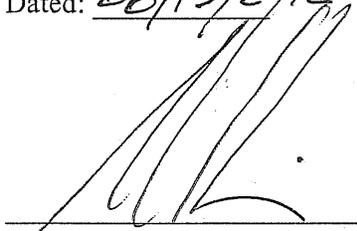


CITY OF BIGGS
Roger L. Frith, Mayor

Dated: 08/15/2012



CITY ADMINISTRATOR
Mark Sorensen



Approved as to form,
Gregory P. Einhorn, City Attorney



City of Biggs

Agenda Item Staff Report For the Regular City Council Meeting: September 11, 2012

TO: Honorable Mayor and Members of the City Council
FROM: City Administrator
SUBJECT: Temporary Placement – Public Works

I wanted to keep Council informed on an effort to utilize a temporary worker to fill a current staffing gap in Public Works.

Attachments: Rush Personnel temporary placement agreement.

Fiscal Impact:

Dependent upon duration of the temporary placement, though, offset by the fact that the employee on leave of absence is now off of city payroll.

Background:

Prior to my arrival, one Public Works worker began a leave of absence due to an injury sustained at home (not work related). Unfortunately, that leave due to personal injury now has an undefined return to work date.

I have been keeping the City Attorney informed on the leave of absence situation, and received City Attorney review of the temporary placement contract prior to its execution.

Mark Sorensen, City Administrator



Corporate Office 530 / 893-5500
15 Independence Circle 530 / 893-1263 Fax
Chico, CA 95973 800 / 954-7874
www.rush-personnel.com E-mail: mail@rush-personnel.com

August 16, 2012

City of Biggs
Attn: Paul Pratt
PO Box 307
Biggs, CA 95917

Dear Paul,

Thank you again for choosing RUSH PERSONNEL SERVICES, INC. (RUSH), a *Certified Woman Owned Company*, for your staffing needs. The following is our Acknowledgement of Services, also attached is our Order Confirmation and Accounts Payable Information forms. Please review these documents, provide the information requested, sign and return to Rush as soon as you can so we can quickly assign qualified applicants for your staffing needs.

PLACEMENT CANNOT BE MADE UNTIL THESE FORMS ARE RETURNED TO RUSH OFFICES.

Employment Terms:

1. After a Rush employee has **completed 720 continuous working hours** with your company, you may transfer ("roll-over") the employee onto your payroll register at no additional cost.
2. If you elect to move a RUSH employee or RUSH referral onto your payroll register either prior to placement or before the end of the initial 720 continuous working hours or on to another personnel/temporary services' payroll RUSH will invoice you on a case by case basis up to \$3,780 per employee. (Initial *PP*)
3. You may choose to use the RUSH Direct Hire service for employees at an income level of \$45,000 or higher; our fee will be negotiated on a case-by-case basis.

Safety Cal/OSHA Compliance Requirements:

Safety Cal/OSHA Compliance Requirements:

1. RUSH Personnel Services, Inc. and City of Biggs (Client) shall comply with all California Occupational Safety and Health regulations (Cal/OSHA). Employees of RUSH Personnel Services performing services for your company will be covered under your company's Injury and Illness Prevention program (IIPP) while performing their services. Your company will provide direct supervision of employees. At no time will RUSH Personnel Services, Inc. attempt to control, direct or supervise the work of any employee at the work site.
2. RUSH Personnel Services, Inc. shall provide general safe work practices training for all employees, and your company shall provide written proof of site specific safety training for all employees before commencing their work assignment. Your company shall provide documentation signed by the employee verifying safety training has been provided and completed in compliance with all of the above mentioned safety sections. RUSH Personnel Services, Inc. shall provide documentation verifying completion of all Cal/OSHA obligations upon written request.
3. RUSH Personnel Services, Inc. can perform a safety inspection of employer's work site at any time during the assignment of any employee.
4. If Personal Protective Equipment (PPE) is required to be used all training in the proper use and maintenance will be provided by your company.

Rev E

1557 Starr Drive Suite A Yuba City, CA 95993
310 Fifth St. Colusa, CA 95932
4075 Railroad Ave. Suite A Redding, CA 96001

530 / 770-3790
530 / 458-2280
530 / 222-2033

Fax 530 / 821-0217
Fax 530 / 458-8838
Fax 530 / 222-9223

Billing Rate / Invoices / Payment Terms:

| | | |
|-------------|--------------------|------------------|
| Position | Hourly Rate of Pay | Hourly Bill Rate |
| Maintenance | \$14.00 | \$20.15 |

Drug Screens: I do want employees drug screened. Included in Billing rate. (Initial WPS)
 I do not want employees drug screened. (Initial _____)

Background Checks: A third party Background Check is available for an additional cost of \$45 per individual.

I do want background checks. (Initial WPS) I do not want background checks done. (Initial _____)

The hourly billing rate includes the employee's hourly rate of pay, calculation and payment of employer paid taxes, Workers' Compensation, and our cost for processing payroll including year end processing and issuing of W-2's.

The processing of the employee(s) payroll causes your invoice to be generated. Payment is required immediately upon distribution of payroll. ANY outstanding invoice may result in an account review for possible termination of non-payment, without notice.

RUSH reserves the right to adjust the billing rates, with a fourteen (14) day written notice, in the event of a rate change in employer paid Federal or State taxes, Workers' Compensation, Minimum Wage rates or other increased statutory expenses.

Supervision / Quality Control

It is the responsibility of City of Biggs to provide direct supervision and job specific training and control to ensure that all work performed meets industry standards.

By signing on the line below, City of Biggs agrees to the Safety CAL/OSHA compliance items listed above. In addition, you understand and agree with the employee/billing rates and invoice/payment terms outlined above. The above offer will remain valid for a period of 15 working days from the above printed date. If this Acknowledgement of Services has not been signed or there is no activity under your account during 15 working days, this offer may be reviewed and a new Acknowledgement of Services may have to be accomplished and signed.

Payment is required upon distribution of payroll checks (Initial WPS)

Be sure to note our **Certified Woman Owned Company** certificate #9DN0015 for potential tax credits for you!

Felina Zermeno
Felina Zermeno
Rush Personnel Services, Inc. Representative

8/16/12
Date

[Signature]
Authorized Client Representative (Signature)

09/09/2012
Date

MARK SORENSEN
Authorized Client Representative (Print Name)

CITY ADMINISTRATOR
Title

Federal Tax I.D.: # 94-600 0300 or Client Social Security #: _____

Client Contractor's License # (if applicable): _____ Exp. Date _____