MINUTES OF THE CITY OF BIGGS
REGULAR COUNCIL MEETING
COUNTY OF BUTTE, STATE OF CALIFORNIA

April 9, 2013

Call To Order

The regular council meeting was called to order at 6:30 p.m. by Mayor Frith. Vice Mayor Sheppard, Council Members Busch and Thompson were present. Council Member Arnold was absent. Staff present: City Administrator Mark Sorensen, City Attorney Greg Einhorn, City Engineer Steve Speights and City Clerk Roben Dewsnup.

1. **COMMUNITY PARTICIPATION:** None.

2. **CONSENT CALENDAR:**
   A. Approval of Council Minutes for Regular Meeting of March 12, 2013 and Special Meetings of March 27, 2013 and April 1, 2013.
   B. Approval of warrants: #8334 - 8346; Z00804 - Z00820, and 26961- 27033 for the month of April 2013 in the amount of $269,986.08.
   C. Acknowledge receipt of Biggs Fire Department Report for March 2013.
   D. Acknowledge receipt of Police Department Report for March 2013.
   E. Acknowledge receipt of Accountant's Compilation Report as of February 28, 2013 and Monthly Cash and Investments Report for February 2013.
   F. Accept Annual Audit of Fiscal Year ending June 30, 2012.
   G. Approve Resolution No. 2013-09, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS AUTHORIZING BY RESOLUTION INVESTEMENT OF MONIES IN THE LOCAL AGENCY INVESTEMENT FUND."
   H. Approve second reading of Ordinance No. 396 by reading of title only, "AN ORDINANCE OF THE CITY COUNCIL OF CITY OF BIGGS AMENDING THE BIGGS MUNICIPAL CODE TO MODIFY REGULATONS IN SECTION 14.120.030 RELATING TO THE REGULATION OF THE MOBILE VENDING OF LOCALLY GROWN PRODUCE AND TEMPORARY SALES OF PRODUCE AND HANDI-CRAFTS GOODS IN THE COMMERCIAL ZONING DISTRICTS OF THE CITY OF BIGGS." This item has been determined to be exempt from further review under the California Environmental Quality Act (CEQA) pursuant to Section 15305.

   Motion/Second to approve the consent calendar as presented. (Thompson/Frith, MCU; Absent: Arnold)

3. **PROCLAMTIONS:**

   A. "A PROCLAMATION CELEBRATING 105 YEARS OF CONTINUOUS OPERATION OF THE BIGGS CARNEGIE LIBRARY." This proclamation will be presented at the celebration on April 20, 2013.

   B. Mayor Frith presented a proclamation "PROCLAIMING APRIL AS CHILD ABUSE PREVENTION MONTH" to Margie Ruegger, Executive Director of Child Abuse Prevention Council.

4. **NEW BUSINESS:**

   Council Member Thompson asked council to consider a Resolution in Support of the Second Amendment.

   Motion/Second to approve Resolution No. 2013-10, by reading of title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS IN SUPPORT OF THE SECOND AMENDMENT AND THE RIGHT OF THE PEOPLE TO KEEP AND BEAR ARMS." (Thompson/Busch, MCU; Absent: Arnold)

5. PUBLIC HEARINGS:

A. City Engineer Steve Speights advised Council the Sewer Rate Adjustment Hearing was a time for Council to hear and receive written protests to the proposed sewer rate increases.

Mayor Frith opened the hearing to the public and asked for public comment. With no public comments, Mayor Frith closed the hearing to the public.

City Clerk Roben Dewsnup announced there were three official written protests which did not equate to a majority protest.

Mayor Frith closed the public hearing.

Motion/Second to introduce ORDINANCE NO. 397 by reading of title only, "AN ORDINANCE REPLEALING AND REPLACING SECTION 10.05.240 OF THE BIGGS MUNICIPAL CODE (CITY SEWER SYSTEM) TO INCREASE SEWER SERVICE FEES, RATES AND CHARGES." Mr. Sorensen stated item 3 should read City of Biggs rather than City Clerk. (Frith/Sheppard, MC, Noes: Thompson; Absent: Arnold)

B. City of Biggs Municipal Code Amendment – Fences. No action was taken on this item. Continued to a later date.

C. City of Biggs Municipal Code Amendment – Temporary Occupancy of Manufactured Homes and Recreational Vehicles. No action was taken on this item. Continued to a later date.

6. DEPARTMENT REPORTS:

A. Planning: The Planning Activity Report was included in the agenda packet.

B. Engineering:

1. Mr. Speights reviewed the Department Activity Report – March 2013/ April 2013 which included the Sixth Street Bridge Project and the Wastewater Treatment Plant Phase 1 Design and Funding.

2. Mr. Speights stated the City Planner, in accordance with CEQA Guidelines, prepared an Addendum to the Adopted Mitigated Negative Declaration to address the location change of the "headworks" from the plant as described in the MND, to the Corp Yard as now planned.

   Motion/Second to Adopt Resolution No. 2013-12 by reading of title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS ADOPTING AN ADDENDUM TO THE ADOPTED MITIGATED NEGATIVE DECLARATION FOR THE BIGGS WASTEWATER IMPROVEMENT PROJECT." (Thompson/Sheppard, MCU; Absent: Arnold)

3. Mr. Speights asked council to approve an agreement authorizing installation, operation and maintenance of specified improvements by City on, over, and under facilities of Reclamation District 833 Agreement. Construction on the Sixth Street

Bridge Replacement Project requires an agreement with RD 833 to work in their channel.

Motion/Second to approve the agreement with RD 833 and authorize Mayor Frith to sign the agreement to allow the construction of the Sixth Street Bridge Replacement Project. (Thompson/Frith, MCU; Absent: Arnold)

4. Mr. Speights requests council adopt a resolution as part of the city application for financing under the State Revolving Fund program of the State Water Quality Control Board. State Revolving Fund has requested a projection of operating expenses in future years to demonstrate the ability to repay any loans.

   Motion/Second to approve Resolution No. 2013-13 by reading of title only, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS APPROVING PROJECTED SEWER ENTERPRISE OPERATING BUDGETS FOR CLEAN WATER STATE REVOLVING FUND FINANCING OF THE WASTEWATER TREATMENT PLANT UPGRADE - PHASE 1." (Frith/Busch, MCU; Absent: Arnold)

C. Public Safety. Volunteer Fire Fighter Chris Swanson reported that Biggs is now in position of the new fire engine and it is currently being outfitted and should be ready in a month or two.

   Assistant Police Chief Dean Price reported Joel Bassett was honored as officer of the year.

D. Sutter Butte Flood Control Agency (SBFCA). Vice Mayor Sheppard reported purchase offers had been made for right-of-way acquisition.

E. Pubic Works. No report.

F. Electric. Mayor Frith reported on electric matters pertaining to the City of Biggs.

G. BCAG. Council Member Thompson stated the fiscal year audit was adopted at the BCAG Meeting.

H. Air Quality. Council Member Thompson reported there was a settlement on a legal issue discussed at the Air Quality Meeting.

I. Solid Waste. Resident Mary Frith felt Waste Management employees should be commended for the good work they do for the City of Biggs.

J. Mosquito Abatement. Vice Mayor Sheppard stated no West Nile Virus had been reported in Butte County. Butte County Sheriff Department's helicopter will be used for 10 hours to photograph unmaintained swimming pools and other water.

K. Other commission reports. None.

L. City Attorney Greg Einhorn reported on a case from San Jose which involved the use of personal cell phone and personal email accounts. He advised Council that texting and emailing from a personal account about city business is a public record. Mayor Frith recommended council members use their city council email addresses for city business.

M. City Administrator:

1. Mr. Sorensen asked Council to approve purchasing authority for services from PMC to complete CDBG program income tasks and HOME program tasks.

   Motion/Second to authorize City Administrator purchasing authority for services from PMC to complete CDBG program income tasks and HOME program tasks not to exceed $4,000. (Sheppard/Thompson, MCU: Absent: Arnold)

2. Mr. Sorensen presented brief overview of mid-year status of the major operating funds as of December 31, 2012 for council review.

3. Mr. Sorensen asked for authorization to issue a Request for Proposals for Demolition and Debris Removal Services at 3069 Eighth Street, Biggs, CA.

   In 2012 Council authorized the purchase of the parcel at 3069 Eighth Street for the purposes of blight removal and to prepare the site for future redevelopment.

   Motion/Second to authorize the City Administrator to issue a Request for Proposals for Demolition and Debris Removal Services at 3069 Eighth Street, Biggs, CA. (Thompson/Sheppard, MCU; Absent: Arnold)

4. Mr. Sorensen reported the application for funding of the Phase 1 Waste Water Treatment Plant requires that a state recognized bond council review the current and future revenues, expenses and debts of the waste water system and make certain satisfactory certifications to the State Water Resources Control Board.

   Motion/Second to authorize the City Administrator to contract with and purchase services of a bond council necessary to satisfy the State Water Resources Control Board, not to exceed $4,000. (Frith/Sheppard, MCU; Absent: Arnold)

7. INFORMATIONAL:

Council Member Busch informed Council he may not be able to attend committee meetings due to driving restrictions.

Resident Mary Frith reminded council of the library's 105 Years of Continuous Service Celebration on April 20, 2013 from 10 a.m. to 1 p.m.

8. ADJOURNMENT: The meeting was adjourned at 8:15 p.m.

ATTEST:

Roben Dewsnup, CITY CLERK

APPROVED:

Roger L. Frith, MAYOR

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

April 12, 2013

1. SPECIAL MEETING CALLED TO ORDER:

The Special Meeting of the Biggs City Council was called to order at 1:30 p.m. by Mayor Frith. Vice Mayor Sheppard, Council Members Busch and Thompson were present. Council Member Arnold was absent. Staff present: City Administrator Mark Sorensen and City Clerk Roben Dewsnup.

2. PUBLIC HEARING:

City Administrator Mark Sorensen asked Council to consider an application for grant funding for two Planning and Technical Assistance grant applications for up to $70,000. One application seeks funding to evaluate the feasibility of an alternative energy park and the second application seeks funding to support an effort to evaluate the feasibility of resolving the manganese issues at Biggs' Willard Well. The City cash match is up to $3,500.

Mayor Frith opened the public hearing. With no public present, Mayor Frith closed the hearing to the public.

Motion/Second to approve Resolution No. 2013-14, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE PLANNING TECHNICAL ASSISTANCE ALLOCATION OF THE STATE CDBG PROGRAM." (Frith/Thompson, MCU; Absent: Arnold)

3. ADJOURNMENT: Special Meeting adjourned at 1:33 p.m.

ATTEST:

Roben Dewsnup
CITY CLERK

APPROVED:

Roger L. Frith
MAYOR

Report.: 05/01/13
Run On.: 05/01/13
Time...: 08:36
Run By.: Roben Dewsnup

Month End Warrant Register

Page.: 00001
Id...: SPMEM
Ctl..: BIG
Prog.: SP0260

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
8347	00	04/05/13	7of24	03/16/13	03/31/13			04-13	274.77	23.77	.00	251.00
8348	00	04/02/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	B30402		1222.03
8348	01	04/02/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	1B30402		1895.48
8348	02	04/02/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	2B30402		443.28
										TOTAL FOR VENDOR BOA01:		3560.79
8349	00	04/02/13	VENDOR	PAYMENT	--------	EDD01	Employment Developme	04-13	INVOICE NO.:	B30402		418.84
8349	01	04/02/13	VENDOR	PAYMENT	--------	EDD01	Employment Developme	04-13	INVOICE NO.:	1B30402		152.87
										TOTAL FOR VENDOR EDD01:		571.71
8350	00	04/02/13	VENDOR	PAYMENT	--------	PUB01	PERS-Retirement Syst	04-13	INVOICE NO.:	B30402		2468.88
8351	00	04/19/13	8of24	04/01/13	04/15/13			04-13	602.43	61.62	.00	540.81
										TOTAL FOR VENDOR PUB01:		2468.88
8352	00	04/16/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	B30416		1222.58
8352	01	04/16/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	1B30416		1934.38
8352	02	04/16/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	2B30416		452.40
										TOTAL FOR VENDOR BOA01:		3609.36
8353	00	04/16/13	VENDOR	PAYMENT	--------	EDD01	Employment Developme	04-13	INVOICE NO.:	B30416		408.78
8353	01	04/16/13	VENDOR	PAYMENT	--------	EDD01	Employment Developme	04-13	INVOICE NO.:	1B30416		156.00
										TOTAL FOR VENDOR EDD01:		564.78
8354	00	04/16/13	VENDOR	PAYMENT	--------	LAB02	Laborers Local 185	04-13	INVOICE NO.:	B30416		96.00
										TOTAL FOR VENDOR LAB02:		96.00
8355	00	04/16/13	VENDOR	PAYMENT	--------	PUB01	PERS-Retirement Syst	04-13	INVOICE NO.:	B30416		2468.88
8356	00	04/24/13	4of12	04/01/13	04/30/13			04-13	300.00	25.95	.00	274.05
8357	00	04/24/13	4of12	04/01/13	04/30/13			04-13	300.00	25.95	.00	274.05
8358	00	04/24/13	4of12	04/01/13	04/30/13			4-13	300.00	25.95	.00	274.05
										TOTAL FOR VENDOR PUB01:		2468.88
8359	00	04/24/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	B30424		.00
8359	01	04/24/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	1B30424		186.00
8359	02	04/24/13	VENDOR	PAYMENT	--------	BOA01	BANK OF AMERICA, NT&	04-13	INVOICE NO.:	2B30424		43.50
										TOTAL FOR VENDOR BOA01:		229.50
8360	00	04/24/13	VENDOR	PAYMENT	--------	EDD01	Employment Developme	04-13	INVOICE NO.:	B30424		.00
8360	01	04/24/13	VENDOR	PAYMENT	--------	EDD01	Employment Developme	04-13	INVOICE NO.:	1B30424		15.00
Z00821	00	04/05/13	7of24	03/16/13	03/31/13			04-13	1907.13	602.33	1304.80	.00
Z00822	00	04/05/13	7of24	03/16/13	03/31/13			04-13	1832.13	442.78	1389.35	.00
Z00823	00	04/05/13	7of24	03/16/13	03/31/13			04-13	1308.32	458.87	849.45	.00
Z00824	00	04/05/13	7of24	03/16/13	03/31/13			04-13	2651.21	807.04	1844.17	.00
Z00825	00	04/05/13	7of24	03/16/13	03/31/13			04-13	2114.50	662.61	1451.89	.00
Z00826	00	04/05/13	7of24	03/16/13	03/31/13			04-13	3291.67	884.72	2406.95	.00
Z00827	00	04/05/13	7of24	03/16/13	03/31/13			04-13	3030.75	1072.69	1958.06	.00
Z00828	00	04/19/13	8of24	04/01/13	04/15/13			04-13	2011.77	631.67	1380.10	.00
Z00829	00	04/19/13	8of24	04/01/13	04/15/13			04-13	1832.13	442.78	1389.35	.00
Z00830	00	04/19/13	8of24	04/01/13	04/15/13			04-13	1481.48	494.99	986.49	.00
Z00831	00	04/19/13	8of24	04/01/13	04/15/13			04-13	2651.21	807.03	1844.18	.00
Z00832	00	04/19/13	8of24	04/01/13	04/15/13			04-13	1803.40	568.50	1234.90	.00
Z00833	00	04/19/13	8of24	04/01/13	04/15/13			04-13	3291.67	884.72	2406.95	.00
Z00834	00	04/19/13	8of24	04/01/13	04/15/13			04-13	3049.91	1081.08	1968.83	.00
Z00835	00	04/24/13	4of12	04/01/13	04/30/13			04-13	300.00	25.95	274.05	.00
Z00836	00	04/24/13	4of12	04/01/13	04/30/13			04-13	300.00	25.95	274.05	.00
									34634.48	10056.95	22963.57	15198.86

21,367-77

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
04-13	027034	04/12/13	IIMC (IIMC)		145.00	.00	145.00	Automatic Generated Check
	027035	04/12/13	NCPA (Northern CA Power Agency)		60,923.00	.00	60,923.00	Automatic Generated Check
	027036	04/12/13	ADV02 (Advanced Document Concepts)		20.23	.00	20.23	Automatic Generated Check
	027037	04/12/13	AFL01 (Aflac)		173.20	.00	173.20	Automatic Generated Check
	027038	04/12/13	ALL01 (All Metals Supply, Inc.)		149.26	.00	149.26	Automatic Generated Check
	027039	04/12/13	AME00 (American Express)		68.68	.00	68.68	Automatic Generated Check
	027040	04/12/13	ARA01 (Aramark Uniform Services)		604.10	.00	604.10	Automatic Generated Check
	027041	04/12/13	ATT02 (AT&T)		319.85	.00	319.85	Automatic Generated Check
	027042	04/12/13	BUT03 (Butte Auto Parts)		250.52	.00	250.52	Automatic Generated Check
	027043	04/12/13	BUT11 (Butte County Air Quality)		718.50	.00	718.50	Automatic Generated Check
	027044	04/12/13	BUT26 (BUTTE REGIONAL TRANSIT)		273.75	.00	273.75	Automatic Generated Check
	027045	04/12/13	CAL02 (Cal Rural Water Assoc.)		900.00	.00	900.00	Automatic Generated Check
	027046	04/12/13	DEL01 (Preferred Benefit)		593.26	.00	593.26	Automatic Generated Check
	027047	04/12/13	EIN01 (Gregory P. Einhorn)		4,000.00	.00	4,000.00	Automatic Generated Check
	027048	04/12/13	ENT01 (Enterprise-Record, Mercury-R		531.75	.00	531.75	Automatic Generated Check
	027049	04/12/13	ESC01 (Escudero Web Services)		150.00	.00	150.00	Automatic Generated Check
	027050	04/12/13	FAM01 (Family T-Shirt Factory)		356.90	.00	356.90	Automatic Generated Check
	027051	04/12/13	FLE00 (Fletcher's Plumbing &)		100.00	.00	100.00	Automatic Generated Check
	027052	04/12/13	GEC01 (GE Capital)		129.00	.00	129.00	Automatic Generated Check
	027053	04/12/13	GRI04 (City of Gridley)		58,147.39	.00	58,147.39	Automatic Generated Check
	027054	04/12/13	GRI08 (Gridley Country Ford)		1,365.53	.00	1,365.53	Automatic Generated Check
	027055	04/12/13	GRIHE (Gridley Herald)		113.00	.00	113.00	Automatic Generated Check
	027056	04/12/13	GUY01 (Rental Guys Chico)		300.30	.00	300.30	Automatic Generated Check
	027057	04/12/13	HAR05 (Harshbarger Ace Hardware)		384.20	.00	384.20	Automatic Generated Check
	027058	04/12/13	HOM01 (Home Depot Credit Service)		267.68	.00	267.68	Automatic Generated Check
	027059	04/12/13	LAK02 (Lakeview Petroleum)		755.45	.00	755.45	Automatic Generated Check
	027060	04/12/13	MAC01 (Mac's Hardware & Rental)		13.97	.00	13.97	Automatic Generated Check
	027061	04/12/13	PAC02 (PacificCom)		1,320.00	.00	1,320.00	Automatic Generated Check
	027062	04/12/13	PGE01 (PACIFIC GAS & ELECTRIC CO)		285.82	.00	285.82	Automatic Generated Check
	027063	04/12/13	PIT01 (PITNEY BOWES, INC.)		143.78	.00	143.78	Automatic Generated Check
	027064	04/12/13	PMC01 (PMC, Inc.)		13,189.12	.00	13,189.12	Automatic Generated Check
	027065	04/12/13	PRI03 (Printworx)		138.60	.00	138.60	Automatic Generated Check
	027066	04/12/13	PUR02 (Purchase Power)		419.99	.00	419.99	Automatic Generated Check
	027067	04/12/13	RES01 (Reserve Account)		600.00	.00	800.00	Automatic Generated Check
	027068	04/12/13	SCH21 (John Scheiger)		251.82	.00	251.82	Automatic Generated Check
	027069	04/12/13	SCORE (Small Cities Organized Risk		5,835.00	.00	5,835.00	Automatic Generated Check
	027070	04/12/13	SEI01 (Roy R. Seiler, CPA)		484.53	.00	484.53	Automatic Generated Check
	027071	04/12/13	SOR02 (Mark Sorensen)		193.78	.00	193.78	Automatic Generated Check
	027072	04/12/13	TAB02 (Trisa Tabrizie)		95.48	.00	95.48	Automatic Generated Check
	027073	04/12/13	THU03 (Joseph Thurber)		168.51	.00	168.51	Automatic Generated Check
	027074	04/12/13	TRI03 (Tri-City Powered Equipment)		43.00	.00	43.00	Automatic Generated Check
	027075	04/12/13	UNI04 (Univar USA Inc)		669.19	.00	669.19	Automatic Generated Check
	027076	04/12/13	WAS04 (Waste Management)		13,520.51	.00	13,520.51	Automatic Generated Check
	027077	04/12/13	YUB01 (City of Yuba City)		1,729.60	.00	1,729.60	Automatic Generated Check
	027078	04/12/13	ZEE01 (Zee Medical Co)		196.15	.00	196.15	Automatic Generated Check
	027079	04/12/13	BUT11 (Butte County Air Quality)		70.75	.00	70.75	Automatic Generated Check
	027079	04/23/13	BUT11 (Butte County Air Quality)		(70.75)	.00	(70.75)	Ck# 027079 Reversed
	027080	04/16/13	WIL02 (Wildlands, Inc.)		6,000.00	.00	6,000.00	Automatic Generated Check
	027081	04/16/13	PRU02 (James Pruitt)		385.96	.00	385.96	Automatic Generated Check
	027082	04/16/13	WIL02 (Wildlands, Inc.)		19,125.00	.00	19,125.00	Automatic Generated Check
	027083	04/23/13	3CO01 (3CORE)		1,000.00	.00	1,000.00	Automatic Generated Check
	027084	04/23/13	AME06 (American Fidelity Assurance)		178.50	.00	178.50	Automatic Generated Check
	027085	04/23/13	BAU02 (Sandi Baumen)		150.00	.00	150.00	Automatic Generated Check
	027086	04/23/13	BUS00 (Joe Busch)		133.00	.00	133.00	Automatic Generated Check
	027087	04/23/13	BUT01 (Butte County 4-H)		178.75	.00	178.75	Automatic Generated Check
	027088	04/23/13	BUT11 (Butte County Air Quality)		2,155.50	.00	2,155.50	Automatic Generated Check
	027089	04/23/13	COM04 (Comcast)		122.43	.00	122.43	Automatic Generated Check
	027090	04/23/13	COR01 (CORBIN WILLITS SYSTEM INC)		328.95	.00	328.95	Automatic Generated Check
	027091	04/23/13	DEW01 (Roben Dewsnup)		12.21	.00	12.21	Automatic Generated Check
	027092	04/23/13	FID01 (Fidelity National Title Comp		400.00	.00	400.00	Automatic Generated Check
	027093	04/23/13	GCS02 (GCS Environmental Equipment		531.19	.00	531.19	Automatic Generated Check
	027094	04/23/13	GOL01 (Golden State Tree)		900.00	.00	900.00	Automatic Generated Check
	027095	04/23/13	GRI04 (City of Gridley)		11,521.41	.00	11,521.41	Automatic Generated Check
	027096	04/23/13	GRIHE (Gridley Herald)		54.00	.00	54.00	Automatic Generated Check
	027097	04/23/13	JCN00 (J C Nelson Supply Co)		166.43	.00	166.43	Automatic Generated Check
	027098	04/23/13	LAK02 (Lakeview Petroleum)		1,871.92	.00	1,871.92	Automatic Generated Check
	027099	04/23/13	LUQ03 (Nick Thao & Janet Luquin)		246.00	.00	246.00	Automatic Generated Check
	027100	04/23/13	MAX01 (Maximum Security Systems)		78.75	.00	78.75	Automatic Generated Check
	027101	04/23/13	NOR02 (North Valley Barricade, Inc.		96.75	.00	96.75	Automatic Generated Check
	027102	04/23/13	PAC02 (PacificCom)		18.25	.00	18.25	Automatic Generated Check
	027102	04/25/13	PAC02 (PacificCom)		(18.25)	.00	(18.25)	Ck# 027102 Reversed
	027103	04/23/13	PRI02 (PLIC - SBD Grand Island)		110.16	.00	110.16	Automatic Generated Check
	027104	04/23/13	PUB02 (Calif Public Employees')		9,757.77	.00	9,757.77	Automatic Generated Check
	027105	04/23/13	R&B01 (R & B Company)		100.58	.00	100.58	Automatic Generated Check
	027106	04/23/13	RIG01 (Right Way Pest Control)		119.00	.00	119.00	Automatic Generated Check
	027107	04/23/13	SEL02 (Select Janitorial Services,		206.00	.00	206.00	Automatic Generated Check
	027108	04/23/13	SOR02 (Mark Sorensen)		514.27	.00	514.27	Automatic Generated Check
	027109	04/23/13	STA06 (State Board of Equalization)		1,123.83	.00	1,123.83	Automatic Generated Check
	027110	04/23/13	UNI04 (Univar USA Inc)		4,842.42	.00	4,842.42	Automatic Generated Check
	027111	04/23/13	VSP01 (Vision Service Plan-(CA))		83.22	.00	83.22	Automatic Generated Check
	027112	04/23/13	YUB01 (City of Yuba City)		578.00	.00	578.00	Automatic Generated Check
	027113	04/23/13	BUT11 (Butte County Air Quality)		20.75	.00	20.75	Automatic Generated Check
	027114	04/24/13	NAT05 (National Fish and Wildlife F		13,500.00	.00	13,500.00	Automatic Generated Check
	027115	04/24/13	FID01 (Fidelity National Title Comp		900.00	.00	900.00	Automatic Generated Check
			Total for Bank Account 1010 ----->		248,732.15	.00	248,732.15	
			Grand Total of all Bank Accounts ----->		248,732.15	.00	248,732.15	

Biggs Fire Department

Report on Conditions

April 2013

Biggs area incidents	County	City
Medical emergency	3	7
Vehicle fire	1	0
Structure fire	1	1
Traffic collision	2	0
Public assist	0	2
Vegetation fire	4	1
Total	**11**	**11**
Local area total	**22**	

Engine 73 also responded to Gridley for; two false alarms (2), two vegetation fires (2), to land a medical helicopter once (1) and to cover once (1). Our engine also responded to one (1) traffic collision in the Richvale area. The total of local area and regional responses for April (as in March) was twenty nine (29).

April was Fire Apparatus Engineer Jerry Long's last month. Jerry has retired after a career which began with an independent Gridley City Fire Department in the paid call program of that city. In 1984 Jerry became a career firefighter (Engineer) and in 1991 a CAL FIRE Fire Apparatus Engineer when Gridley contracted CDF Fire to serve as the City's fire department. Jerry has always been a popular fire officer, thoughtful with the; public, his peers, subordinates and superiors. Only half joking he has been often referred to as, "The nicest man in CDF." Jerry has served here in Biggs since 2001 and has been instrumental in making Biggs a safer city. Jerry coordinated projects too numerous to mention, all of which were done well. His calm demeanor and reassuring presence will be missed. We hope he will visit from time to time.

Work is progressing nicely on the new Butte County fire engine which will be assigned here in Biggs. Once the new fire engine is placed in service the City of Biggs will have to decide between the option of keeping the current fire engine and associated costs of maintenance and repair as a reserve fire engine or selling the engine and setting aside money otherwise used for maintenance and repair. In about twelve years the City of Biggs will need to buy a new fire engine and must prepare for that eventuality.

A destructive, wind driven, structure fire of April 30th remains under investigation.

City of Gridley
Gridley-Biggs Police Department

GARY D. KEELER
Chief of Police

MONTHLY COUNCIL REPORT
CITY OF BIGGS
APRIL.2013

ARREST AND CRIME SUMMARY

TYPE	THIS MONTH	YEAR TO DATE- 2013
NUMBER OF ARRESTS	*5*	32
ADULTS	5	32
JUVENILE	0	0
TYPE OF ARRESTS	*5*	32
MISDEMEANOR	3	23
FELONY	2	9
NUMBER OF CRIMES REPORTED	*9*	38
FELONY	4	12
MISDEMEANOR	5	26

RSVP/RESERVE SUMMARY

	THIS MONTH	YEAR TO DATE-2013
# OF RESERVE HOURS	112	448
# OF RSVP HOURS	33	116

INCIDENT SUMMARY

	THIS MONTH	YEAR TO DATE-2013
TOTAL INCIDENTS	*140*	653
BATTERY	5	11
BURGLARY	2	7
DECEASED PERSON	0	0
VANDALISM	0	3
STOLEN VEHICLE	1	3
ROBBERY	0	0
PUBLIC INTOXICATION	0	2
PATROL REQUEST	1	15
MEDICAL AID	4	12
HOMICIDE	0	0
TOTAL 911 CALLS	*18*	69
- LANDLINE	10	39
- CELLULAR	8	30

685 Kentucky Street • Gridley, CA 95948 • Phone (530) 846-5670 • Fax (530) 846-0411

TRAFFIC SUMMARY

TYPE	CURRENT MONTH	YEAR TO DATE-2013
TOTAL ACCIDENTS	*0*	2
ACCIDENT FATALITY	0	0
ACCIDENT PERSONAL INJURY	0	0
ACCIDENT PEDESTRIAN	0	0
ACCIDENT PROPERTY DAMAGE	0	1
HIT AND RUN PDO	0	1
HIT AND RUN INJURY	0	0
NAME EXCHANGE	0	0
TOTAL TRAFFIC CITATIONS	*0*	11
MOVING VIOLATIONS	0	5
NON-MOVING VIOLATIONS	0	5
SPEEDING VIOLATIONS	0	1
PARKING CITATIONS	0	0
D.U.I ARRESTS	0	0
TRAFFIC STOPS	16	104

COMMENTS:

GRIDLEY-BIGGS POLICE DEPARTMENT
CITY OF BIGGS MONTH IN REVIEW
APRIL.2013

PERSONNEL

4/17/2013	Dispatcher Meeting/Training
4/18/2013	NVGIN Gang Meeting. Detective Smallwood and Dispatcher Ryan attended

NOTES

4/1/2013	Assistant Chief Price attended Gridley City Council Meeting
4/8/2013	Assistant Chief Price attended Active Shooter Seminar in Oroville
4/8/2013	Chief Keeler met with Guardian Facility Commerce for budget planning
4/9/2013	Chief Keeler and Assistant Chief Price attended the Officer of the Year awards
4/9/2013	Assistant Chief Price attended the Biggs City Council meeting
4/11/2013	Assistant Chief Price attended the Dispatcher of the Year awards
4/20/2013	Chief Keeler and ACO Burgess attended the Gridley Business Garden Show
4/30/2013	Assistant Chief Price assisted on the GUSD GHS Principal Panel Interviews

Response times for this month are as follows:

Priority 1	Events that involve injury, are life threatening or in progress
Priority 2	Events that involve property loss or damage
Priority 3	Events that do not involve injury, threat of life, property loss or damage.
Priority 1	4 minutes
Priority 2	6 minutes
Priority 3	5 minutes

ORDINANCE NO. 397

AN ORDINANCE REPLEALNG AND REPLACING SECTION 10.05.240 OF THE BIGGS MUNICIPAL CODE (CITY SEWER SYSTEM) TO INCREASE SEWER SERVICE FEES, RATES AND CHARGES

WHEREAS, Section 10.05.320 of the Biggs Municipal Code and Section 5471 and the California Health and Safety Code provide that the City Council shall, by ordinance, establish city sewer service rates, fees and charges; and,

WHEREAS, the City has determined it is fiscally responsible to increase city sewer service rates, fees and charges effective July 1, 2013, January 1, 2015 and January 1, 2016, and by prior action proposed to increase said rates; and,

WHEREAS, the City has identified the parcels upon which the charges will be imposed, calculated the amount of the charge to be imposed on each parcel, mailed notice to all record owners of properties responsible for city sewer service rates, fees and charges, wherein the City provided written notice of the proposed charges, the amount of the proposed charges, the basis for the calculation, the reason for the charge, and the date, time, and location for a public hearing not less than 45 days after the notice; and,

WHEREAS, on Tuesday, April 9, 2013 at 6:30 PM, the City Council held the duly noticed public hearing and considered any and all property owner protests all in accordance with the procedures previously adopted by the Biggs City Council; and,

WHEREAS, written protests against the city sewer service rates, fees and charges were not presented by a majority of owners of the identified parcels;

NOW, THEREFORE, the City Council of the City of Biggs does ordain as follows:

SECTION 1: Proposition 218. In accordance with Article XIII D, Section 6(b), of the California Constitution, the City Council finds that:

A. The revenues derived from the city sewer service rates, fees and charges shall not exceed the funds required to provide sewer service, because the rates are calculated to allow the City to recover its costs in providing that service.

B. The revenues derived from the city sewer service rates, fees and charges will not be used for any purpose other than that for which the charges are imposed.

C. The amount of the charges do not exceed the proportional cost of the sewer service attributable to each parcel or location, because the charges are based upon usage.

D. The city sewer service rates, fees and charges will not be imposed upon parcels for which sewer service is not available.

E. The city sewer service rates, fees and charges will be used to enable the City to provide sewer service rather than general governmental services.

SECTION 2: Biggs Municipal Code section 10.05.240 is repealed and replaced in its entirety as follows:

Pursuant to the authority granted to it by state law, the City of Biggs hereby establishes the following monthly sewer service rates per connection per month and the following sewer service improvement fees per connection per month:

CITY OF BIGGS

MONTHLY SEWER RATES

				MONTHLY RATE EFFECTIVE	
FEE CATEGORY	**CUSTOMER SECTOR**	**Current**	**7/1/2013**	**1/1/2015**	**1/1/2016**
SEWER SERVICE CHARGE Per Connection Per Month	Residential/Apartment	$27.12	$50.44	$55.90	$65.90
	Tavern or Bar	$35.50	$66.03	$73.17	$86.26
	Beauty Salon at Home	$30.50	$56.72	$62.87	$74.11
	Churches and Halls	$28.04	$52.15	$57.80	$68.13
	Commercial	$33.79	$62.85	$69.65	$82.11
	Wild Rice Mill	$49.64	$50.44	$55.90	$65.90
	Specialty Rice Mill	$52.10	$81.69	$90.53	$106.73
	Sunwest Main Rice Mill	$49.64	$237.57	$263.29	$310.39
	Market	$48.34	$89.90	$99.64	$117.46
	Office Buildings	$33.79	$62.85	$69.65	$82.11
	Mini-Mart	$39.18	$72.87	$80.76	$95.21
	Service Station	$41.18	$76.59	$84.88	$100.06
	Industrial	$52.10	$96.90	$107.39	$126.60
	Memorial Hall	$33.79	$62.85	$69.65	$82.11
	Restaurant	$42.91	$79.81	$88.44	$104.27
	Day Care	$50.26	$93.48	$103.59	$122.13
	Elementary School	$132.98	$247.33	$274.10	$323.13
	High School	$132.98	$247.33	$274.10	$323.13
	Minimum Charge- any user	$27.12	$50.44	$55.90	$65.90
SEWER IMPROVEMENT FEE per Month per Connection		$7.60	$8.30	$8.40	$8.50

TOTAL CHARGE for sewer service shall be the sum of the Service Charge, and the Sewer Improvement Fee

~~2. Hereafter from time to time in accordance with state law, the Monthly Sewer Service Rates may be adjusted by the City Council by ordinance.~~

1~~3~~. The City of Biggs is hereby directed to collect the Sewer Service Charge and the Sewer Improvement Fee every month on the water bill.

2~~4~~. The Sewer Operating Fund is hereby established, and all Sewer Service Charges collected shall be placed therein. The Sewer Improvement Fund is hereby established, and all Sewer Improvement Fees collected shall be placed therein.

3~~5~~. Failure to pay the Sewer Service Charge or the Sewer Improvement Fee when the water bill is due shall be grounds for the disconnection of the water service.

SECTION 3: Severability. The City Council hereby declares that every section, paragraph, sentence, clause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4: Effective Date: This ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law.

I HEREBY CERTIFY that the above and foregoing Ordinance was introduced on the Ninth day of April, 2013 and DULY AND REGULARLY ADOPTED this Fourteenth day of May, 2013 by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAIN: COUNCILMEMBER _____

ATTEST:

_____

Roben Dewsnup
CITY CLERK

APPROVED:

_____

Roger L. Frith
MAYOR

City of Biggs

Agenda Item Staff Report
For the Regular City Council Meeting:
May 14, 2013

TO: Honorable Mayor and Members of the City Council

FROM: City Administrator

SUBJECT: **3CORE Economic Development District Membership Contract for Services and Cash Match for Fiscal Year 2013-2014**

Council is asked to consider approval of the 3CORE Economic Development District Contract for Services and Membership cash match for Fiscal Year 2013-2014

Background

The attached document outlines the various Economic Services provided by 3CORE and asks for a cash match of $4,000 in fiscal year 2013-2014 which is the same as the current fiscal year.

Fiscal Impact

$4,000

Recommendation

Authorize the City Administrator to sign the contract for services between 3CORE, Inc and the City of Biggs for Economic Planning and Coordination Activities, and expend funds in the amount of $4000.00.

_____

Mark Sorensen, City Administrator

3CORE

FINANCING • MENTORING • PERSPECTIVE

April 4, 2013

Mark Sorensen
City of Biggs
P.O. Box 307
Biggs, CA 95917

RE: 3CORE Economic Development District – Membership Cash Match 2013-14

Dear Mark:

As required by the Economic Development Administration, the 3CORE Board of Directors and staff have established the final figures for the fiscal year 2013-2014 District member cash match contributions.

Last year you paid $4,000. **This year, the adjusted cash match for Fiscal Year 2013-2014 for the City of Biggs is $4,000.**

Enclosed is a copy of the 2013-2014 cash match invoice and agreement for your review and signature. The agreement outlines the variety of services available to members of the 3CORE Economic Development District as well as those available on a fee-for-service basis. ***Please return one signed copy of the cash match agreement along with the cash match payment to 3CORE.***

If you have any questions, please contact me at (530) 893-8732, ext. 204. Thank you for your continued support!

Sincerely,

Marc Nemanic
Executive Director

3120 Cohasset Road, Suite 5, Chico, CA 95973 voice 530.893.8732 fax 530.893.0820 www.3coreedc.org

CONTRACT FOR SERVICES BETWEEN
3CORE, Inc.
AND THE CITY OF BIGGS
FOR ECONOMIC PLANNING AND COORDINATION ACTIVITIES

In consideration of the provisions of the Economic Development Administration Planning Grant Program, the City of Biggs hereby agrees to provide $4,000 as consideration to the 3CORE, Inc. for the City of Biggs annual District Membership, and to match any planning grant funds received by 3CORE from the Economic Development Administration.

As a District Member, the City of Biggs shall have access to and may receive services through their district membership and cash match as described in Attachment A. The City of Biggs shall also have access to and may receive additional services as those described in Attachment B on a Fee-for-Service basis or Attachment C through the execution of a Sub-recipient Agreement. Members may leave the District subject to the conditions in Attachment D.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agent(s) this _____ day of _____, 2013.

City of Biggs

Name: _____ Date: _____

Title: _____

3CORE, Inc.

Name: _____ Date: 4/4/13
Marc Nemanic

Title: Executive Director

AGREEMENT TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES

ATTACHMENT A – SERVICES PROVIDED TO JURISDICTIONS WITH ANNUAL SUSTAINING DISTRICT MEMBERSHIP AND CASH MATCH

3CORE is to help implement activities necessary or appropriate for the City of Biggs.

- Development and annual update of the Comprehensive Economic Development Strategy (CEDS) for the District and related priority projects.
- Participation in the CEDS Advisory Board.
- Planning and execution of at least one (1) meeting held with your jurisdiction annually to update priorities and provide status reports of pending activities within the District.
- Assistance with the identification of funding sources for various public sector projects identified as priorities within the CEDS.
- Assistance with the identification of funding sources for various private sector projects requested by the member jurisdiction and related to identified priorities within the CEDS.
- Development of applications to the Economic Development Administration, the Community Development Block Grant Program, U.S. Department of Agriculture, or other agency or organization for specific projects identified as priorities within the CEDS. 3CORE, working with City of Biggs, will establish a specific plan concerning this section which may include:
  - Pre-qualification services.
  - Grant Development and Application Preparation Services
  - Financial Advisory Services.
- Staff hours spent managing the Economic Development Administration Planning District as required by EDA.
- Maintaining key memberships in national, state, and regional organization representing the tri-county region including but not limited to the National Association of Development Organizations, the California Reinvestment Coalition, and the California Association for Microenterprise Opportunity.

AGREEMENT TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES

ATTACHMENT B – SERVICES PROVIDED TO JURISDICTIONS ON A FEE-FOR-SERVICE BASIS

Fee-for-Service Contracts – Jurisdictions who decide to execute Fee-for-Service contracts are typically required to go through a competitive procurement process.

The Fee-For-Service rates, reviewed and updated on an annual basis, are as follows effective January 1, 2013:

Clerical	$80/hr
Technical	$100/hr
Professional	$130/hr
Executive	$155/hr

3CORE may provide the City of Biggs with the subsequent services on a **Fee-for-Service** basis that may include but not be limited to the following:

- Assistance with identification of funding sources for various public sector projects that have not been specifically identified as priorities within the Comprehensive Economic Development Strategy (CEDS).

- Planning, organization, writing, and submittal of State Community Development Block Grant (CDBG) Over-the-Counter (OTC) grants, General/Native American Allocation grants, or Enterprise Grants.

- Development of grant applications to various State and Federal Agencies other than the Economic Development Administration for projects identified as priorities within the CEDS.

- Development of grant applications to various State and Federal Agencies **not** identified as priorities within the CEDS.

- Contract economic development staff.

- Grant/Project Management and/or Administration. Tasks could include such items as: overseeing subcontractors, tracking project budget, ensuring that project timelines are adhered to, preparation and submittal of various reporting documents, acting as a conduit between local jurisdiction and project consultants or project subcontractors, other project management related items.

- Grant/Project Implementation. Implementation of various grants including those related to community visioning, business needs assessments, general plan revisions, economic development plan preparation/implementation, various feasibility studies, and community development.

- Business Retention/Expansion Program planning, implementation, and management.

- Loan portfolio management including, but not limited to the following:
  - Loan payment billings and collections,
  - On-going portfolio management and periodic review of loan portfolio,
  - Remittance of all loan payments to the City or County,
  - Managing delinquencies, workouts and modifications,
  - Sending appropriate late notices to the borrower according to 3CORE guidelines,
  - Collecting financial statements and tax returns,
  - Verification that the borrower maintains the appropriate insurance covering the collateral property throughout the life of the loan,
  - Notifying the City or County of any delinquencies beyond 45 days,
  - Foreclosure and liquidation activities,
  - Utilizing the 3CORE Loan Administration Board as an advisory body for action to be taken on any delinquencies and notifying the City or County as to the Board's recommended action,
  - Job creation/retention monitoring.

- Loan pre-qualification and underwriting including, but not limited to the following:
  - Eligibility review includes preliminary eligibility for available loan programs, credit worthiness, background checks, and appropriate financing structure to maximize public benefit and repayment.
  - Loan pre-qualification services include document gathering, review, and recommendation of specific financing through available public and private funding sources.
  - Loan underwriting includes all phases of financial due diligence including loan structuring, cash flow analysis, collateral review and valuation, credit worthiness, guarantor validation, and debt service assessment. Loan closing and documentation includes all necessary loan documents and security-related actions needed to properly close and secure a loan made by a requesting jurisdiction. Cost is determined on a case-by-case basis based on the quality of underwriting documentation.
  - Loan monitoring includes covenant compliance reviews, quarterly financial assessment to determine financial trends, and long-term repayment ability of loans.

AGREEMENT TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES

ATTACHMENT C – SERVICES PROVIDED TO JURISDICTIONS UNDER AN EXECUTED SUBRECIPIENT AGREEMENT

Sub-recipient Agreements – a Sub-recipient Agreement has a limited use and is used to carry out agreed-upon, eligible activities usually under CDBG funding. Sub-recipient agreements are typically used to contract with a consultant to implement a grant project that was created or written by the consultant. Sub-recipients are viewed as an extension of County or City staff and are therefore not subject to procurement procedures.

The Sub-recipient bill rate is at-cost which ranges from $45 to $80 per hour. The at-cost basis will be reviewed and adjusted annually.

3CORE may provide the City of Biggs with the subsequent services executed through a **Sub-recipient Agreement** that may include but not be limited to the following:

- Grant/Project Implementation and/or Administration. Implementation of various grants including those related to community visioning, business needs assessments, general plan revisions, economic development plan preparation/implementation, various feasibility studies, and community development.

It will be the sole discretion of 3CORE to determine which contractual method is best suited for potential projects.

AGREEMENT TO PROVIDE ECONOMIC DEVELOPMENT AND PLANNING SERVICES

ATTACHMENT D—MEMBERSHIP OPT-OUT POLICY

The 3CORE Board of Directors has approved a membership opt-out policy for Cities or Counties who may consider leaving the District.

Any member may leave the District. If a member leaves the District, then no services will be provided to the departing City or County as outlined in this agreement nor will the City or County priority projects be included in the current or any subsequent CEDS.

A City or County may re-enter the District if:

- The City or County pays back what cash match obligations they would have paid during the opt-out period up to two (2) years;
- Pay a 50% re-entry fee based on the unpaid cash match obligation in #1 above; and,
- Pay the current year cash match obligation.

The 3CORE Board of Directors, in their sole discretion, may modify the terms of re-entry for any member to encourage full participation by all eligible members, and to maintain reasonable and proportional member cost sharing based on objective standards established by the Board from time-to-time.

City of Biggs

Agenda Item Staff Report
For the Regular City Council Meeting:
May 14, 2013

TO: Honorable Mayor and Members of the City Council

FROM: City Administrator

SUBJECT: Fire Protection Agreement with CalFire

Council is asked to approve the fiscal year 2013-2014 fire protection agreement with CalFire.

Background
This year's agreement is approximately $2,000 higher than the current year. The Fiscal Year 2013-2014 budget will reflect the new amount.

Two Attachments:
Proposed Resolution 2013-17.
Proposed Fire Protection Reimbursement Agreement.

Recommendation:

Approve Resolution 2013-17 Department of Forestry and Fire Protection Agreement for Services from July 1, 2013 to June 30, 2014.

_____
Mark Sorensen, City Administrator

RESOLUTION NO: 2013-17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT (2CA02158) FOR SERVICES FROM JULY 1, 2013 TO JUNE 30, 2014

****

BE IT RESOLVED by the City Council of the City of Biggs that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated July 1, 2013. This agreement provides Fire Protection Services during the State fiscal year 2013/2014 for the amount of $154,201.

BE IT FURTHER RESOLVED that Roger Frith, Mayor of said City of Biggs is hereby is authorized to sign and execute said agreement on behalf of the City of Biggs.

****

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 14th Day of May, 2013, by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAIN: COUNCILMEMBER _____

ATTEST:

_____
Roben Dewsnup
CITY CLERK

APPROVED:

_____
Roger L. Frith
MAYOR

COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT
LG-1 REV. 01/2013

AGREEMENT NUMBER	2CA02158
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 Biggs

2. The term of this Agreement is: July 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: $ 154,201.00
One hundred fifty four thousand two hundred and one 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	6	pages
Exhibit D – Additional Provisions	11	pages
Exhibit E – Description of Other Services	1	pages

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

LOCAL AGENCY		California Department of General Services Use Only
LOCAL AGENCY'S NAME City of Biggs		
BY *(Authorized Signature)* ✍	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 465 "C" Street, P.O. Box 307, Biggs, Ca 95917		
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 Clare Frank, 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:	Butte Unit	Local Agency:	City of Biggs
Name:	George W. Morris Jr.	Name:	Roger Frith
Phone:	530-538-7111	Phone:	530-868-5493
Fax:	530-538-7401	Fax:	530-868-5239

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

CAL FIRE Unit Chief:	George W. Morris Jr.	Local Agency:	City of Biggs
Section/Unit:	Support Services	Section/Unit:	Administration
Attention:	Lisa Koehler	Attention:	Mark Sorenson
Address:	176 Nelson Avenue,Oroville, Ca 95965	Address:	P.O. Box 307, Biggs, Ca 95917
Phone:	530-538-7111	Phone:	530-868-5493
Fax:	530-538-7401	Fax:	530-868-5239

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, emergency response and basic life support: 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) 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.

☒ 3) 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.

☒ 4) 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.

☐ 5) 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.

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

☒ 7) 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)

☐ 8) 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 may appoint, with the concurrence of the Region Chief, which concurrence shall not be unreasonably withheld, the Unit Chief as the LOCAL AGENCY Fire Chief pursuant to applicable statutory authority.

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

EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

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

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☒ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

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

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

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

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

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection

with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

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

EXHIBIT D, SCHEDULE A

LOCAL FUNDED – STATE RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF LOCAL AGENCY: **City of Biggs**

CONTRACT NUMBER:

Index: 2100 PCA: 27140 Fiscal Year: 2013/14 to 2013/14

This is Schedule A of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

SCHEDULE A- 4142
INDEX 2100
PCA 27140

Contract: City of Biggs
Contract No. 2CA02158
Page: 17

THIS IS SCHEDULE A -4142 OF THE COOPERATIVE AGREEMENT, DATED JULY 1, 2013 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND THE CITY OF BIGGS, A LOCAL AGENCY.

PERSONAL SERVICES

	No.	Class.	Period	Mos.	Rate	Total Salary	Benefits	Total
Fire Control & Emergency Service								
BIGGS	1	FAE	7/1-6/30	12	$4,003	$48,036	$31,574	$79,610
	1	FFII	7/1-6/30	0	$3,509	$0	$0	$0
	1	Comm. Op	7/1-6/30	1	$4,562	$4,562	$2,353	$6,915
Command/Support Communications Bureau ECC Operator								
Fire Control and Emergency Services Overtime								
EDWC		FAE		12	$2,220	$26,640	$8,631	$35,271
		FFII		0	$1,950	$0	$0	$0
Unplanned 1 1/2 Time								
		Safety				$3,403	$0	$3,403
		Comm Op					$0	$0
					Totals	$82,641	$42,559	$125,200

Subtotal Personal Service	**$125,200**

OPERATING EXPENSE

	No.	Type	Mos.	Rate	Total
Travel in state					
		Schedule D Maintenance			$12,000

Subtotal travel in state	$12,000

	No.	Type	Mos.	Rate	Total
Personal care					
Uniform allowance					
	12	FAE		$70	$840	$270	$1,110

Subtotal personal care		$1,110
Subtotal operating expense		**$13,110**
Total personal service and Operating Expense		**$138,310**
Administrative charge	11.49%	$15,892
TOTAL		**$154,201**

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY:City of Biggs

This is Schedule B of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2013**/14 **to 2013**/14

(See Attached)

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

COMMAND/ADMINISTRATION

1 Unit Chief

1 Assistant Chief North Operations

1 Assistant Chief South Operations

1 Assistant Chief, Administration

1 Assistant Chief, Resource Management

1 Forestry Equipment Manager

8 Battalion Chiefs (5 Field, CAAB, ECC, Training, VMP)

1 Forester I, Magalia Area

3 Fire Captains, ECC

1 Communications Operator

1 Forestry Logistics Officer I

FIRE PREVENTION

1 Battalion Chief

1 Fire Prevention Captain

1 Fire Prevention Specialist II

FIRE CONTROL

Fire Stations (10)

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

EXHIBIT D, SCHEDULE C

LOCAL FUNDED LOCAL RESOURCES ASSIGNED TO THE CAL FIRE UNIT

NAME OF LOCAL AGENCY:City of Biggs

This is Schedule C of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: **2013**/14 **to 2013**/14

(See Attached)

EXHIBIT D, SCHEDULE C

LOCAL FUNDED RESOURCES

NAME OF LOCAL AGENCY **City of Biggs**

This is Schedule C of the Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and the City of Biggs.

Fiscal Year 2013/2014

ACCOUNT	TITLE	BUDGET
1200	**SUPPLIES**	**1,600**
1210	**MISCELLANEOUS/VOLUNTEER EQUIP.**	**3,500**
1236	**COMMUNICATIONS**	**300**
1239	**EQUIPMENT REPAIR AND MAINTENANCE**	**1,500**
1250	**ELECTRICITY**	**6,400**
1430	**PROFESSIONAL SERCIVES**	**154,201**
1432	**JPA HAZARDOUS MATERIALS RESPONSE**	**300**
9000	**CAPITAL OUTLAY**	**1,500**
9005	**CONTRIBUTION TO ENGINE REPLACEMENT**	**25,000**
010-4320	**TOTAL FIRE**	**187,901**

EXHIBIT D, SCHEDULE D (page one)

LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY:City of Biggs

This is Schedule D of Cooperative Agreement originally dated July 1, 2013, by and between CAL FIRE of the State of California and LOCAL AGENCY

FISCAL YEAR: **2013**/14 **to 2013**/14

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.

Category	Year Model	Type	License Number
Flat Rate (1A)	1999	3B2	1080118