



Willows City Council Regular Meeting

October 8, 2019
Willows City Hall
7:00 p.m.

Agenda

201 North Lassen Street
Willows, CA 95988
(530) 934-7041

City Council
Gary Hansen, Mayor
Kerri Warren, Vice Mayor
Lawrence Mello, Council Member
Joe Flesher, Council Member
Larry Domenighini, Council Member

Interim City Manager
Wayne Peabody

City Clerk
Tara Rustenhoven

1. **CALL TO ORDER- 7:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENT/WRITTEN COMMUNICATIONS**

a. **Public Comments:**

Members of the public wishing to address the Council on any item(s) not on the agenda may do so at this time when recognized by the Mayor/Vice Mayor; however, no formal action will be taken unless a majority consensus of the Council directs staff to place the item on a future agenda. Public is advised to limit discussion to one presentation per individual. While not required, please state your name and address for the record. (Oral communications will be limited to three minutes)

5. **CONSENT AGENDA**

Consent items are considered to be routine by the City Council and will be enacted in one motion. There will be no separate discussion on these items unless a Council Member requests, in which event the item will be removed from the consent agenda. It is recommended that the Council:

- a. Approval of general checking, payroll & direct deposit check registers 37261-37306, Z10251-Z10280 and 38278-38301.
- b. Approval of minutes of the Regular City Council Meeting held on September 24, 2019.

Comments from the public are welcome. The Mayor will allow an opportunity for comments related to Public Hearings and each action item on the agenda. Please limit comments to three minutes per topic, and one comment per person per topic. Once comments conclude, please allow the Council the opportunity to continue its consideration of the item without interruption.

6. **ORDINANCES**

- a. Introduction and first reading of Ordinance Adding Chapter 1.10. "Civil Remedies" and Amending Certain Sections of Chapter 8.10 of the Willows Municipal Code Regarding Abatement of Nuisances in the City of Willows.
 - i. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADDING CHAPTER 1.10, CIVIL PENALTIES, TO THE WILLOWS**

**MUNICIPAL CODE, AND AMENDING SELECTED SECTIONS OF CHAPTER
8.10, NUISANCES, OF THE WILLOWS MUNICIPAL CODE.**

7. REGULAR BUSINESS AGENDA/ITEMS REQUIRING COUNCIL ACTION

- a. Adopt the Resolution of the City Council, Adopting the 2019 Glenn County Operational Area Emergency Operations Plan. (OA EOP)
 - i. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS, ADOPTING THE 2019 GLENN COUNTY OPERATIONAL AREA EMERGENCY OPERATIONS PLAN. (OA EOP)**
- b. Adopt the Resolution of the City Council of the City of Willows approving the agreement for dispatch services between the City of Willows and California Department of Forestry and Fire Protection.
 - i. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE AGREEMENT FOR DISPATCH SERVICES BETWEEN THE CITY OF WILLOWS AND CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2019 TO JUNE 30, 2020.**
- c. By motion, approve the purchase of a new HME Ahrens Fox Model Type 1 fire apparatus through the State of California OES Bid cooperative in an estimated amount of (sales price and sales tax) of \$537, 776. Direct staff to negotiate final terms of the sales agreement and authorizes the Interim City Manager to sign the sales agreement. Council further directs the Administrative Services Director to negotiate the best possible lease financing terms and return to Council with financing documents.
- d. By motion, approve to enter into a Memorandum of Understanding between City of Willows and 3 Core Inc. and authorize the Interim City Manager to sign the agreement and provide all documents that are requested.

8. COUNCIL/ STAFF REPORTS/COMMENTS

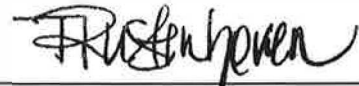
- a. Staff Reports/Comments:
 - i. City Manager to announce a community member involvement for a Sewer Ad Hoc Committee.
- b. Council Reports/Comments:

9. RECESS TO CLOSED SESSION

- a. PUBLIC COMMENT-Pursuant to Government Code Section §54954.3, the public will have an opportunity to directly address the legislative body on the item below prior to the Council convening into closed session. Public Comments are generally restricted to three minutes
- b. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Gov. Code Section §54956.9:
Number of cases: 2

10. ADJOURNMENT

This agenda was posted on October 3, 2019



Tara Rustenhoven, City Clerk

A complete agenda packet, including staff reports and back-up information, is available for public inspection during normal work hours at City Hall or the Willows Public Library at 201 North Lassen Street in Willows or on the City's website at www.cityofwillows.org.

In compliance with the Americans with Disabilities Act, the City of Willows will make available to members of the public any special assistance necessary to participate in this meeting. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132). The public should contact the City Clerk's office at 934-7041 to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

The City of Willows is an Equal Opportunity Provider



CONSENT AGENDA



Period

9/21/2019 TO 10/4/2019

General Checking	37261	TO	37282	<i>(Omitted from 9/7-9/20/19 Agenda)</i>
	37283	TO	37306	<i>(Current period)</i>

Payroll Direct Deposit	Z10251	TO	Z10280
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Payroll Checks	38278	TO	38301
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APPROVAL DATE 1/10/1900

APPROVED _____

REPORT.: Sep 12 19 Thursday
 DN...: Sep 12 19 Time: 09:35
 in By.: JANE COLLINS

CITY OF WILLOWS
 Cash Disbursement Detail Report
 Check Listing for 09-19 Bank Account.: 1045

PAGE: 001
 ID #: FY-DP
 CTL.: WIL

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information Invoice # Description
37261	09/12/19	AME02	AMERIPRIDE UNIFORM SVCS.	269.50	.00	269.50	B90911 AUGUST STMT PER ATTACHMEN
37262	09/12/19	APP05	THE APPEAL-DEMOCRAT	54.70	.00	54.70	B90911 SUBSCRIPTION
37263	09/12/19	BAK06	BAKER & TAYLOR BOOKS	811.88	.00	811.88	34766084 NEW PRINT MAT. LIBRARY
37264	09/12/19	BAY00	BAYLISS COMMUNITY FUND	159.90	.00	159.90	B90911 BAYLISS LIBRARY TRUST FUN
37265	09/12/19	BIP01	BIPPUS ROOFING	3460.00	.00	3460.00	3533 POOL ROOF REPAIR
37266	09/12/19	CAL04	CALIFORNIA DEPT. OF JUSTI	15.00	.00	15.00	400460 LIVE SCAN
37267	09/12/19	CAL56	CALIFA GROUP	4053.22	.00	4053.22	2684 CENIC BROADBAND
37268	09/12/19	CIT06	CITY OF ORLAND	20918.25	.00	20918.25	135 CONT.SERV. LIBRARY JULY-S
37269	09/12/19	DIS00	DISCOUNT SCHOOL SUPPLY	283.53	.00	283.53	655290101 ACTIVITY MATERIALS
37270	09/12/19	GAN01	GANDY-STALEY OIL CO.	498.39	.00	498.39	B90911 AUGUST STMT PER ATTACHED
37271	09/12/19	GRA00	GRAY ROCK TRUCKING	137.50	.00	137.50	5966 PRODUCT DELIVERY
37272	09/12/19	GRA01	GrandFlow, Inc.	397.08	.00	397.08	148622 A/P CHECK STOCK
37273	09/12/19	ITF01	INDUSTRIAL TRUCK & FARM	100.00	.00	100.00	531194 SAFETY BOOTS
37274	09/12/19	KN103	KNIFE RIVER CONSTRUCTION	459.94	.00	459.94	217906 ASPHALT
				775.04	.00	775.04	217907 ASPHALT
			Check Total.....:	1234.98	.00	1234.98	
37275	09/12/19	LAK00	LAKESHORE LEARNING MATERI	303.16	.00	303.16	036400819 LIBRARY SUPPLIES
37276	09/12/19	LIF01	LIFE ASSIST	190.37	.00	190.37	942538 MEDIC SUPPLIES
				159.63	.00	159.63	942551 MEDIC SUPPLIES
			Check Total.....:	350.00	.00	350.00	
37277	09/12/19	LIN01	LINCOLN AQUATICS	837.83	.00	837.83	SNO27678 POOL CHEMICALS
				-136.00	.00	-136.00	SNO27974C POOL CREDIT
			Check Total.....:	701.83	.00	701.83	
37278	09/12/19	MAT01	MATSON & ISOM TECHNOLOGY	1807.50	.00	1807.50	70389 WEB DESIGN WORK
37279	09/12/19	NOR43	ACCESS	114.94	.00	114.94	7669082 SHREDDING SERVICES
37280	09/12/19	PGE01	PG & E	20.37	.00	20.37	B90911 P.G. & E. 1600 S TEHAMA
37281	09/12/19	SEV00	INFRAMARK, LLC	54219.41	.00	54219.41	44039 WILLOWS OPERATION SEPT 20
37282	09/12/19	SUN04	SUNRISE ENVIRONMENTAL	1180.36	.00	1180.36	101367 LIQUID CLEANER
			Cash Account Total.....:	91091.50	.00	91091.50	
			Total Disbursements.....:	91091.50	.00	91091.50	

REPORT.: Sep 20 19 Friday
RUN...: Sep 20 19 Time: 09:26
Run By.: JANE COLLINS

CITY OF WILLOWS
Cash Disbursement Detail Report
Check Listing for 09-19 Bank Account.: 1045

PAGE: 001
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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Payment Information----- Invoice # Description
038283	09/21/19	4LE00	4LEAF INC	27553.20	.00	27553.20	J3693H SOUTH WILLOWS INFRASTRUCT
038284	09/21/19	KNI03	KNIFE RIVER CONSTRUCTION	258765.75	.00	258765.75	B90920 SOUTH WILLOWS INFRASTRUCT
Cash Account Total.....:				286318.95	.00	286318.95	
Total Disbursements.....:				286318.95	.00	286318.95	
Cash Account Total.....:				.00	.00	.00	

REPORT: Sep 23 19 Monday
 RUN: Sep 23 19 Time: 15:28
 Run By: JANE COLLINS

CITY OF WILLOWS
 Cash Disbursement Detail Report
 Check Listing for 09-19 Bank Account.: 1045

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 ID #: PY-DP
 CTL.: WIL

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
037285	09/23/19	ATT01	A.T. & T.	1048.13	.00	1048.13	B90923	TELEPHONE EXP.8/19-9/18/1
037286	09/23/19	CAL01	CALIFORNIA WATER SERVICE	3726.44	.00	3726.44	B90923	WATER EXPENSE 8/2-8/30/19
037287	09/23/19	CLE03	CLEARWAY ENERGY LLC	11165.62	.00	11165.62	210054	SOLAR ELECTRICITY AUG 201
037288	09/23/19	COL08	COLE HUBER LLP	531.00	.00	531.00	62596	LEGAL ADVISE NUISANCE ABA
037289	09/23/19	COM16	COMCAST CABLE	150.94	.00	150.94	B90923	FD INTERNET 9/19-10/18/19
037290	09/23/19	COM20	COMP INC	318.00	.00	318.00	29986-00	PRE-EMPLOYMENT EXAM
037291	09/23/19	COR02	CORBIN WILLITS SYSTEMS	416.03	.00	416.03	B909151	CONT.SERV. FINANCEPOCT 20
037292	09/23/19	FED00	FEDEX	10.91	.00	10.91	674391612	SHIPPING
037293	09/23/19	FGL00	FGL ENVIRONMENTAL	22.00	.00	22.00	978010A	BACTI ANALYSIS
037294	09/23/19	GRA00	GRAY ROCK TRUCKING	247.50	.00	247.50	45096	PRODUCT DELIVERY
037295	09/23/19	KNI03	KNIFE RIVER CONSTRUCTION	464.82	.00	464.82	218338	ROAD REPAIR
				785.99	.00	785.99	218731	ROAD REPAIR
			Check Total.....:	1250.81	.00	1250.81		
037296	09/23/19	MAT01	MATSON & ISOM TECHNOLOGY	100.00	.00	100.00	69836	OFFSITE BACKUP JULY 2019
				2949.00	.00	2949.00	70692	MANAGED PARTNER AGREEMENT
				100.00	.00	100.00	70755	MANAGED PARTNER AGREEMENT
			Check Total.....:	3149.00	.00	3149.00		
037297	09/23/19	MAX01	MAXIMUM SECURITY SYSTEMS	60.00	.00	60.00	31620	PROF. SERVICES PARKS/PUB.
037298	09/23/19	NEC00	NEC FINANCIAL SERVICES LL	268.08	.00	268.08	2243639	PHONE SYSTEM
037299	09/23/19	NSW00	NSWTS	110.00	.00	110.00	493	MONTHLY SERVICE CHARGE
037300	09/23/19	RAY03	RAY MORGAN COMPANY	63.28	.00	63.28	2691048	PROF. SERVICES GENERAL OF
037301	09/23/19	SAC08	SACRAMENTO VALLEY MIRROR	195.84	.00	195.84	16156	CLASSIFIED ADD-MAINT WKR
037302	09/23/19	THR00	3CORE	2500.00	.00	2500.00	2228	CDBG CONTRACT AUG 2019
037303	09/23/19	WAL07	WAL-MART COMMUNITY	115.15	.00	115.15	B90923	AUG/SEPT STMT PER ATTACHE
037304	09/23/19	WIL17	WILLDAN	310.28	.00	310.28	2-21493	PLAN CHECK THROUGH 8/30/1
				153.14	.00	153.14	2-21494	PLAN CHECK THROUGH 8/30/1
				70.61	.00	70.61	2-21495	PLAN CHECK THROUGH 8/30/1
				253.97	.00	253.97	2-21496	PLAN CHECK THROUGH 8/30/1
				81.53	.00	81.53	2-21497	PLAN CHECK THROUGH 8/30/1
				74.71	.00	74.71	2-21498	PLAN CHECK THROUGH 8/30/1
			Check Total.....:	944.24	.00	944.24		
			Cash Account Total.....:	26292.97	.00	26292.97		
			Total Disbursements.....:	26292.97	.00	26292.97		

REPORT.: Sep 26 19 Thursday
RUN....: Sep 26 19 Time: 11:46
Run By.: JANE COLLINS

CITY OF WILLOWS
Cash Disbursement Detail Report
Check Listing for 09-19 Bank Account.: 1045

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Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
037095	09/26/19	AMA00	AMAZON.COM	-234.06	.00	-234.06	B90723u	Ck# 037095 Reversed
037123	09/26/19	AMA00	AMAZON.COM	-684.10	.00	-684.10	B90725u	Ck# 037123 Reversed
037305	09/26/19	AMA00	AMAZON.COM	684.10	.00	684.10	B90926	JULY STMT PER ATTACHED
				234.06	.00	234.06	AB90926	JULY STMT PER ATTACHED
				481.95	.00	481.95	BB90926	SEPT STMT PER ATTACHED
Check Total.....:				1400.11	.00	1400.11		
Cash Account Total.....:				481.95	.00	481.95		
Total Disbursements.....:				481.95	.00	481.95		
Cash Account Total.....:				.00	.00	.00		

REPORT.: Sep 26 19 Thursday
RUN...: Sep 26 19 Time: 16:13
Run By.: JANE COLLINS

CITY OF WILLOWS
Cash Disbursement Detail Report
Check Listing for 09-19 Bank Account.: 1045

PAGE: 001
ID #: PY-DP
CTL.: WIL

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
037306	09/26/19	MAT01	MATSON & ISOM TECHNOLOGY	100.00	.00	100.00	68387	OFF SITE BACKUP APR 2019
				100.00	.00	100.00	68955	OFF SITE BACKUP MAY 2019
				2949.00	.00	2949.00	69318	MANAGED PARTNER AGREEMENT
			Check Total.....:	3149.00	.00	3149.00		
			Cash Account Total.....:	3149.00	.00	3149.00		
			Total Disbursements.....:	3149.00	.00	3149.00		

ACTION MINUTES OF THE WILLOWS CITY COUNCIL REGULAR MEETING HELD SEPTEMBER 24, 2019

Meeting audio is available at the City of Willows website. This is not a live feature. Audio recordings are posted the succeeding business day following the scheduled City Council Meeting.

Please visit www.cityofwillows.org for free PodBean recordings.

Mayor Hansen called the meeting to order at 7:00 p.m.

The meeting opened with the Pledge of Allegiance led by Vice Mayor Warren.

Roll Call:

Council Members Present: Council Members Flesher, Domenighini, Mello, Vice Mayor Warren, Mayor Hansen

Council Members Absent:

Staff Present: Administrative Services Director Tim Sailsbery and City Clerk Tara Rustenhoven

GCSO Staff: Glenn County Sheriff Richard Warren

Public Comment/ Written Communications: No public comments or written communications.

Jeff Williams, resident of Willows wanted to thank the council members for the commitment to the community and to also share some of his views from the previous meeting on September 10, 2019.

Consent Agenda:

- a. Approval of general checking, payroll & direct deposit check registers 37235-37260, Z10225-Z10250, 38263-38277.
- b. Approval of minutes of the Regular City Council Meeting held on September 10, 2019.
- c. Approve, by Motion, the City of Willows Statement of Investment Policy as submitted.

Action:

Motion: Council Member Domenighini /Second: Flesher

Moved to approve the Consent Agenda as presented above and the following item(s).

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Domenighini, Mello, Vice Mayor Warren, Mayor Hansen

NOES:

ABSENT:

ABSTAIN:

Regular Business:

- a. By motion, Approve the Request for Proposal for Comprehensive Planning Services and Direct Staff to Proceed According to the Timeline.

Hilgard Muller, Willows resident. Although this isn't an RPF process for Plan Check Review but for Planning Services, he Hillard wanted to share his experiences with Willdan.

Action:

Motion: Council Member Domenighini /Second: Council Member Mello

Approve by motion the Request for Proposal for Comprehensive Planning Services and Direct Staff to Proceed According to the Timeline.

The motion passed unanimously 5/0 carried by the following voice vote:

AYES: Flesher, Domenighini, Mello, Vice Mayor Warren, Mayor Hansen

NOES:

ABSENT:

ABSTAIN:

Council/Staff Reports/Comments:

a. Staff Reports/Comments:

- The California Department of Housing and Community Development granted the allotment of \$160,000 of state development funds to the City of Willows for updating the General Plan.
- The purchase of a new fire engine had been tabled for tonight's meeting. It was not on the agenda due to not having the revised quote back from the supplier. Also, prior to last Tuesday's meeting, there was communication with USDA that they believe there are some grant opportunities for a portion of the cost of the engine that may be available. We are in the process for applying for these funds to see if we qualify.
- City Manager is currently at an RCRC (Rural County Representatives of California) meeting with Glenn County Community Services Director Jody Samons. They are seeking funding for the residential development of Basin Street. He will also be speaking with HCD for more information on the \$160,000 allotment and other potential items. He wanted to apologize for not being here this evening.
- Sheriff Warren gave the monthly report for the month of August.
- Tricia Alves is now working as a countywide school resource deputy. They have hired two new deputies. Deputy Roy Garcia and Zachary Orozco. There are also two new Correctional Deputies that will be graduating in January.
- The Sheriff's office has re-started the VIPS program (Volunteer Partnered with the Sheriff program), where they have 3 volunteers.

b. City Council Reports Comments:

Mayor Hansen:

- September 19th attended the Glenn County Transportation Commission meeting.
- Thanked Mr. Muller for his comments regarding the RFP for plan check review.

Vice Mayor Warren:

- Appreciated Mr. Muller for coming in and sharing his comments and feedback.

Council Member Flesher:

- Agreed with Mr. Muller and appreciates his patience.
- September 19th attended the Regional Transit Committee meeting where they discussed the bus that has been down. The Glenn County Air Pollution Control is sponsoring a free ride day for Glenn County on October 2nd.

Council Member Mello:

- Agreed with Mr. Muller that 9 weeks is too long to wait for plan check review.

Adjournment:

The Meeting was adjourned at 7:30 p.m.

Dated: September 27, 2019

Tara Rustenhoven, City Clerk



ORDINANCES

October 8, 2019

AGENDA ITEM

TO: Hon. Mayor and City Council Members

FROM: Robert W. Hunt, City Attorney

SUBJECT: Consideration and Adoption of Ordinance Adding Chapter 1.10, "Civil Remedies", and Amending Certain Sections of Chapter 8.10 of the Willows Municipal Code Regarding Abatement of Nuisances in the City of Willows

SUMMARY

This proposed Ordinance:

1. Adds Chapter 1.10, "Civil Remedies," to the Willows Municipal Code creating the availability of the imposition of civil remedies as encouragement to property owners or occupants to abate nuisances, establishes civil remedies in amounts sufficient to incentivize both commercial and residential property owners or occupants to promptly abate nuisances, and creates an appeal and hearing process.
2. Amends Chapter 8.10.010, "Definitions".
3. Amends Chapter 8.10.080, "Notice to Abate".
4. Adds Chapter 8.10.085, "Appeal Hearing".
5. Amends Chapter 8.10.090, "Abatement of Nuisance Prior to Scheduled Hearing".
6. Amends Chapter 8.10.100, "Manner of Conducting Hearing".

BACKGROUND

The City of Willows has been working with various property owners in the City to clean up unsightly conditions on their properties, or to demolish buildings that are potentially hazardous to the public. During this effort, it has become apparent that several provisions of the Willows Municipal Code are in need of updating not only to comply with current law but also to make the processes involved in these abatement efforts more effective.

The proposed amendments to Chapter 8.10, "Nuisances", are generally intended to create a clearer notice and appeal process, while giving property owners every opportunity to abate nuisances and ensuring that they retain significant due process rights.

Current WMC provides that failure to abate nuisances may lead, through the processes set forth in the WMC, to the imposition of criminal penalties at the misdemeanor level. Although such remedies are sometimes necessary and need to be retained as an option available to the City, it is believed that instituting measures that encourage property

owner compliance are more effective. In creating such measures, however, it must also be recognized that nuisances on commercial and residential properties likely have differing impacts on the City and its residents. In addition, the level of reasonable penalties assessed against owners of residential properties are frequently insufficient to incentivize owners of commercial properties to abate nuisances.

ANALYSIS

Staff believes that current WMC provisions relating to nuisances, their abatement and available penalties can be costly, delay abatement efforts, and are less than effective. The proposed Ordinance makes “clean up” amendments to various provisions of chapter 8.10. For purposes of cost, timeliness and efficiency, these amendments eliminate the automatic hearing triggered by a Notice of Violation under the current WMC, yet still provide an appeal on request and ensure that property owners retain all due process rights.

Current penalties (see Chap. 1.05.080 and 1.05.090) are too costly and time consuming for the City to pursue on a routine basis. For those reasons they are seldom utilized and, thus, property owners have little incentive to abate nuisances. The proposed Ordinance adds an entire new section to the Willows Municipal Code—Chapter 1.10, “Civil Penalties.” This chapter creates a section and process, including the right to appeal, authorizing the imposition of monetary penalties of up to \$1,000 per day when property owners fail or refuse to abate nuisances on their properties. The chapter details the various criteria on which the amount of the penalty would be based, and in doing so permits consideration of the distinctions between residential and commercial properties, their respective owners and the amount of penalty that may be sufficient to encourage prompt abatement.

FINANCIAL CONSIDERATIONS

None known at this time

NOTIFICATION

Notice of the October 8, 2019 City Council introducing the proposed Ordinance was published in the Sacramento Valley Mirror on _____, 2019.

ALTERNATE ACTIONS

1. Take no action and allow the nuisance provisions in the current WMC to stand.
2. Direct staff to revise the proposed Ordinance as directed.
3. Adopt the proposed Ordinance as written.

RECOMMENDATION:

Introduce and waive the first reading of Ordinance 2019-____, **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADDING CHAPTER 1.10, “CIVIL PENALTIES”, TO THE WILLOWS MUNICIPAL CODE, AND AMENDING SELECTED SECTIONS OF CHAPTER 8.10, NUISANCES, OF THE WILLOWS MUNICIPAL CODE,”** generally regarding the City’s abatement of nuisances in the City of Willows and assessment of civil penalties.

Respectfully submitted,

Robert W. Hunt
City Attorney

Attachment:

Proposed **“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS ADDING CHAPTER 1.10, “CIVIL PENALTIES”, TO THE WILLOWS MUNICIPAL CODE, AND AMENDING SELECTED SECTIONS OF CHAPTER 8.10, NUISANCES, OF THE WILLOWS MUNICIPAL CODE.”**

ORDINANCE NO. 2019-__

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOWS
ADDING CHAPTER 1.10, CIVIL PENALTIES, TO THE WILLOWS
MUNICIPAL CODE, AND AMENDING SELECTED SECTIONS OF
CHAPTER 8.10, NUISANCES, OF THE WILLOWS MUNICIPAL CODE.**

Adopted by the City Council of the

CITY OF WILLOWS

on Date of _____, 2019

WHEREAS, over the years the City Council of the City of Willows has enacted a comprehensive scheme to prevent nuisances within the City of Willows; and

WHEREAS, the City Council of the City of Willows has enacted ordinance(s) providing for the abatement of nuisances and means of enforcement in the event such nuisances are not timely abated by property owners or occupants; and

WHEREAS, the municipal code of the City of Willows currently provides for the imposition of criminal penalties in the event nuisances are not abated by property owners or occupants; and

WHEREAS, the City of Willows finds that existing enforcement mechanisms may in some circumstances be undesirable or ineffective; and

WHEREAS, the City of Willows desires to enact civil penalties in order to encourage property owners and/or occupants to promptly and fully abate nuisances; and

WHEREAS, the City of Willows desires to establish an appellate process to ensure that property owners and/or occupants have adequate due process prior to the imposition of penalties; and

WHEREAS, the City Council finds and determines that the enactment of this Ordinance is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3) in that there is nothing in this Ordinance or its implementation that could have a foreseeable significant effect on the environment,

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WILLOWS
DOES ORDAIN** as follows:

1. The above recitals are true and correct, and incorporated herein.
2. Chapter 1.10. is hereby added the Willows Municipal Code to read:

CITY OF WILLOWS
ORDINANCE _____ 2019

1.10.010 Definitions.

"Enforcement officer" shall mean any officer or employee, including his or her designee, with the authority to enforce this code, its adopted codes or applicable state codes.

"Hearing officer" shall mean the hearing officer or officers appointed by the City Manager. The hearing officer(s) may be a city employee, but in that event the hearing officer(s) shall not have had any responsibility for the investigation, prosecution or enforcement of this chapter and shall not have had any personal involvement in the proceeding to be heard within the past twelve months or possess any disqualifying interest in the outcome of the proceeding. In the event more than one person is appointed hearing officer for a proceeding, all decisions shall be made by a majority vote of all hearing officers.

"Notice and Order or Notice of Violation" shall mean the written notice provided to a responsible person to inform that person of a violation of this code, its adopted codes or applicable state codes.

"Responsible person" shall mean either of the following:

- (1) Any individual or legal entity who is the owner, tenant, co-tenant, lessee, sub-lessee, occupant or other person with any right to possession of the real property, owner or authorized agent of any business, company or entity, or the parent or the legal guardian of any person under the age of eighteen years, who causes, permits or maintains a violation of this code, its adopted codes or applicable state codes.
- (2) Any individual, legal entity or the parent or the legal guardian of any person under the age of eighteen years, who causes, permits or maintains a violation of this code, its adopted codes or applicable state codes.

1.10.020 Civil penalties established.

(1) The Council finds that there is a need for alternative methods of enforcement of the Willows Municipal Code and applicable state codes in addition to the penalties provided by §§1.05.080 and 1.05.090. The Council further finds that the assessment of civil penalties is a necessary alternative method of code enforcement. The administrative assessment of civil penalties established in this section is in addition to any other remedies established by law which may be pursued to address Municipal Code or state law violations.

(2) Civil penalties may be assessed against a responsible party for continued violations of the Municipal Code or applicable state codes, whether of the same section or any combination, that reflect a continuing disregard for the requirements of such laws. The enforcement officer may issue a notice and order or notice of violation to the responsible party stating the violation, including a description of the conditions that give rise to the violation, and assessing a civil penalty pursuant to this section. The civil penalty shall not begin to accrue until thirty (30) days after the date of the notice and order or notice of violation. The notice and order or notice of violation shall state the City's intention to assess a civil penalty and the amount of such penalty.

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The civil penalty may be enforced as a lien or special assessment pursuant to subsection (e) of this section.

(3) Notwithstanding subsection (b), the City may provide less than thirty (30) days' notice to remedy a condition before imposing a civil penalty if the City determines that a specific condition of the property threatens public health or safety and provided that notice of that determination and time for compliance is given.

(4) Civil penalties may be assessed at a daily rate not to exceed One Thousand Dollars (\$1,000) per day. The actual amount assessed, up to One Thousand Dollars (\$1,000) per day, shall be set by the City Manager, based upon a civil penalties schedule set by the Council. In determining the amount to be imposed on a daily rate, or the actual final amount to be assessed, the City Manager or his or her designee shall consider the following factors:

- (a) Duration of violation.
- (b) Frequency of occurrence of the violation or other similar violations.
- (c) Seriousness of the violation in relation to its threat or impact upon public health, welfare, or safety.
- (d) History of violations.
- (e) Action taken by the responsible party to obstruct or interfere with correction of the violation.
- (f) Good faith or bad faith efforts by the responsible party to comply.
- (g) The impact of the violation on the surrounding property and community.
- (h) The financial ability of the responsible party to have corrected the violation in a timely fashion.

(5) Civil penalties, as confirmed by resolution of the City Council, shall constitute a special assessment against the property to which it relates, and after its recording, as thus made and confirmed, the same shall constitute a lien on the property in the amount of such assessment. The notices of such special assessment, and any other notice required by this section, shall be provided to the owner by certified mail, as determined from County Assessor's or County Recorder's records. The assessment shall be collected at the same time and in the same manner as ordinary city taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary city taxes. All laws applicable to the levy, collection and enforcement of city taxes shall be applicable to the special assessment. If any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrance for value has been created and attaches thereon, prior to the date on which the first installment of taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but shall instead be transferred to the unsecured roll for collection. The City may conduct a sale of vacant residential developed property for which payment of such assessment made pursuant to

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this subdivision is delinquent. Notices or instruments relating to the abatement proceeding or special assessment may be recorded.

(6) Appeals. Upon request by the owner, lessee, occupant, or person having charge of the affected premises and if received by the City Manager or his or her designee within ten (10) days after mailing the final notice and order or notice of violation, which includes the imposition of civil penalties to be assessed, the City Manager or his or her designee (Hearing Officer) shall hold a hearing, which shall be open to the public. The Hearing Officer shall hear and consider objections and/or protests from any owner, lessee, occupant, person having charge of the affected premises, or other interested persons relative to the accrual of civil penalties. The Hearing Officer shall hear and receive all relevant evidence and testimony relative to the violations upon which the civil penalties are based and shall consider all of the factors listed in subsection (d) of this section. This hearing may be continued from time to time. Upon or after the conclusion of the hearing, the Hearing Officer shall determine the amount of civil penalties to be assessed. This decision shall be final.

(7) Unpaid civil penalties may be assessed against the affected premises as specified in § 1.10.010(e).

1.10.030 Right to appeal.

Except where an appeals procedure is otherwise specifically provided in this Code, any person excepting to the denial, suspension, or revocation of a permit applied for or held by him pursuant to any of the provisions of this Code, or to any administrative decision made by any official of the City, if the denial, suspension, or revocation of such permit or the determination of such administrative decision involves the exercise of administrative discretion or personal judgment exercised pursuant to any of the provisions of this Code, may appeal in writing to the Council by filing with the City Clerk a written notice of such appeal, setting forth the specific grounds.

No appeal may be taken to any such administrative decision made by an official of the City pursuant to the provisions of this chapter unless such decision to appeal has been first taken up with the department head concerned.

No right of appeal to the Council from any administrative decision made by an official of the City pursuant to any of the provisions of this Code shall exist when such decision is ministerial and thus does not involve the exercise of administrative discretion or personal judgment exercised pursuant to any of the provisions of this Code, whether the administrative decision involves the denial, suspension, or revocation of a permit or any other administrative decision.

1.10.040 Time limit for filing.

The appellant shall file a notice of appeal with the City Clerk within fourteen (14) days after receipt of the notice of the administrative decision concerned.

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1.10.050 Hearings; Notices.

Upon receipt of the filing of the notice of appeal in proper form, the City Clerk shall place the matter as soon as reasonably possible on the Council agenda for a regular meeting of the City Council which will be held no later than thirty (30) days from the date of the filing of the notice of appeal. Except in cases of emergency when the Council may determine the matter immediately, the Council shall set the matter for hearing at the next regularly scheduled meeting. The City Clerk shall cause written notice of the hearing to be given to the applicant not less than ten (10) days prior to such hearing, unless such notice is waived in writing by the applicant.

1.10.060 Hearings.

At such hearing the appellant shall show cause on the ground specified in the notice of appeal why the action appealed from should not be approved. The Council may continue the hearing from time to time, and its findings on the appeal shall be final and conclusive in the matter.

1.10.070 Appeal hearing for special assessments.

Wherever the Willows Municipal Code provides for collection of a citation, fee, fine, penalty, or reimbursement of costs by special assessment as allowed by Cal. Gov't Code § 38773.5, § 53069.4, or § 54988, notice and hearing shall be as specified in this section.

(a) Notice. The notice of assessment shall be served, by certified mail, to the property owner, if the property owner's identity can be determined from the County Assessor's or County Recorder's records. The notice of assessment shall specify that the property may be sold after three or more years by the tax collector for unpaid delinquent assessments, in accordance with state law or Glenn county ordinance. The notice of assessment shall also provide that the person receiving the notice is entitled to request a hearing to contest the assessment as provided in § 1.10.010(f), so long as such request is received by the City Manager within thirty (30) days after mailing the notice of assessment.

(b) Hearing. Upon request by any person or entity entitled to notice pursuant to § 1.10.060(a) and if received by the City Manager within thirty (30) days after mailing the notice of assessment, the City Manager or his or her designee shall hold a hearing, which shall be open to the public. The City Manager or his or her designee shall hear and consider objections and/or protests to the assessment itself or the amount of the assessment. The City Manager or his or her designee shall hear and receive all relevant evidence and testimony relative to the assessment of costs, fees, fines, or penalties. This hearing may be continued from time to time. Upon or after the conclusion of the hearing, the City Manager or his or her designee shall, based upon the evidence presented at the hearing, determine whether all or part of the abatement costs, fees, fines, or penalties shall be assessed against the affected parcel. The decision of the City Manager or his or her designee shall be provided either at the hearing or in writing to the person or entity requesting the appeal at the address provided in the request for appeal and shall be final. Any further appeals shall be in accord with Cal. Code of Civil Proc. §§ 1094.5 or 1094.6, and/or Cal. Gov't Code § 53069.4, as applicable.

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(c) Resolution and assessment. If the City Manager or his or her designee determines that the property should be assessed, and the amount to be assessed has not been paid within thirty (30) days of the final decision, the City Council may approve the amount of the special assessment, as determined by the City Manager or his or her designee, by resolution, and cause the same to be recorded on the assessment roll. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of city taxes shall be applicable to the special assessment. Notices or instruments relating to the abatement proceeding or special assessment may be recorded with the County Recorder.

1.10.080 Attorney's fees.

(1) In any action, administrative proceeding, or special proceeding initiated by the City to abate a nuisance, the prevailing party may recover attorneys' fees. Recovery of attorneys' fees by the prevailing party is limited to those individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. The award of attorneys' fees to the prevailing party shall in no circumstances exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

(2) Upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that a property owner is responsible for a condition which may be abated as a nuisance, the court may order the property owner to pay treble (three times) the cost of abatement. This section shall not apply to conditions abated pursuant to section 17980 of the California Health and Safety Code.

3. Chapter 8.10.010 of the Willows Municipal Code is hereby amended in its entirety to read:

8.10.010 Definitions.

The following definitions shall apply in this chapter:

"Appeals Board". The city council of the city of Willows is designated to act as the appeals board.

"Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. The terms "cannabis" and "marijuana" may be used interchangeably herein, and both shall have the meaning specified here.

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“Cannabis business” means a business or enterprise engaged in commercial cannabis activity.

“City manager” shall mean the chief executive officer of the city of willows or his or her designee.

“Commercial cannabis activity” includes cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, research and development, delivery or sale of cannabis or cannabis products for commercial purposes, whether for profit or nonprofit.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming, or processing of cannabis.

“Deliver” or “delivery” shall have the same meaning as set forth in Business and Professions Code Section 26001 and Health and Safety Code Section 11009. “Deliver” or “delivery” as used in this chapter shall not include the transfer of cannabis to a patient by a primary caregiver, or the transfer of bulk cannabis or cannabis product to a licensed dispensary or retail business for resale.

“Dispensary” means a retail establishment, facility or location holding an M-license issued by the state of California where the primary purpose is to dispense medical cannabis or medical cannabis products. A “dispensary” shall not include dispensing of medical cannabis by primary caregivers to qualified patients in the following locations and uses, as long as the location of such uses is otherwise regulated by this code or applicable law: a qualified patient’s or caregiver’s place of residence, a clinic licensed pursuant to Health and Safety Code Division 2, Chapter 1, a health care facility licensed pursuant to Health and Safety Code Division 2, Chapter 2, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Health and Safety Code Division 2, Chapter 3.01, a residential care facility for the elderly licensed pursuant to Health and Safety Code Division 2, Chapter 3.2, a residential hospice, or a home health agency licensed pursuant to Health and Safety Code Division 2, Chapter 8, as long as any such use complies strictly with applicable law including, but not limited to, Health and Safety Code Section 11362.5 et seq.

"Enforcement officer" shall mean any officer or employee, including his or her designee, with the authority to enforce this code, its adopted codes or applicable state codes.

"Hearing officer" shall mean the hearing officer or officers appointed by the City Manager. The hearing officer(s) may be a city employee, but in that event the hearing officer(s) shall not have had any responsibility for the investigation, prosecution or enforcement of this chapter and shall not have had any personal involvement in the proceeding to be heard within the past twelve months or possess any disqualifying interest in the outcome of the proceeding. In the event more than one person is appointed hearing officer for a proceeding, all decisions shall be made by a majority vote of all hearing officers.

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“Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes streets and alleys.

“Manufacture” means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

“Marijuana” as used in this chapter shall have the same meaning as “cannabis” set forth in this section. The terms “cannabis” and “marijuana” may be used interchangeably, and both shall have the meaning specified here.

“Marijuana processing” means any method used to prepare marijuana or its byproducts for commercial retail and/or wholesale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create marijuana-related products and concentrates.

“Medicinal or medical cannabis” or “medicinal or medical cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Health and Safety Code Section 11362.5, by a medicinal cannabis patient in California who possesses an identification card issued by the California Department of Public Health.

"Notice and Order or Notice of Violation" shall mean the written notice provided to a responsible person to inform that person of a violation of this code, its adopted codes or applicable state codes.

“Nuisance” means anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin, or any public park, square, street or highway.

“Permit” refers to a permit issued to a person as described in Article III of Chapter 9.20 WMC.

“Permittee” means any person or entity holding a permit issued by the city of Willows to engage in cultivation of not more than six cannabis plants in accordance with Article III of Chapter 9.20 WMC.

“Person” includes any individual, firm, partnership, joint venture, association, corporation, collective, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

“Primary caregiver” has the same meaning as in Health and Safety Code Section 11362.7 and who holds a valid caregiver identification card issued by the California Department of Health.

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“Private nuisance” means every nuisance not applicable to “public nuisance.”

“Public nuisance” means any nuisance affecting at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

“Qualified patient” shall have the same definition as Health and Safety Code Sections 11362.7(c) and (f).

"Responsible person" shall mean either of the following:

(1) Any individual or legal entity who is the owner, tenant, co-tenant, lessee, sub-lessee, occupant or other person with any right to possession of the real property, owner or authorized agent of any business, company or entity, or the parent or the legal guardian of any person under the age of eighteen years, who causes, permits or maintains a violation of this code, its adopted codes or applicable state codes.

(2) Any individual, legal entity or the parent or the legal guardian of any person under the age of eighteen years, who causes, permits or maintains a violation of this code, its adopted codes or applicable state codes.

“Retail” means the sale of either medical or nonmedical cannabis or cannabis products to the public in relatively small quantities for use or consumption rather than for resale.

“Retail business” or “retail/dispensary cannabis business” means (1) the commercial activity of engaging in the retail sales of cannabis or cannabis products, or (2) the location upon or from which the retail sales of cannabis or cannabis products are made.

“School” means an institution of learning for minors, whether public or private, which offers instruction in those courses of study required by the California Education Code or which is maintained pursuant to standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, junior high school, senior high school, or a special institution of learning under the jurisdiction of the State Department of Education, or a site that is planned for such school uses in the city’s general plan, but it does not include a vocational or professional institution or any institution of higher education, including a community or junior college, college or university.

“Vehicle” means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

“Youth-oriented facility” shall mean elementary school, middle school, high school, public park, and any establishment that advertises in a manner that identifies the establishment as catering to or providing services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors. This shall not include a

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licensed daycare or preschool facility that provides supervision of eight or fewer minor children, or children under 10 years of age.

4. Chapter 8.10.080 of the Willows Municipal Code is hereby amended in its entirety to read:

8.10.080 Notice to abate.

(1) Upon discovery of any public nuisance as defined in WMC 8.10.020, the enforcement officer shall issue the owner and/or any responsible person a notice and order to abate the nuisance(s) conditions on the property within the timelines set forth in the notice. The notice shall give the responding party twenty days from the date of the notice to make a request in writing for a hearing on the allegations. If a hearing is not requested within twenty days, the allegations shall be deemed true and the right to any and all administrative hearings shall be deemed waived. The notice and order shall also advise the owner and/or responsible person that if the nuisance conditions are not abated that the nuisance may be abated by the city at such person's expense

If a hearing is requested and set, the owner and any responsible person shall appear at the stated time and place to show cause why there should be no abatement. The enforcement officer may delegate this authority under this section to such city officers and employees he deems appropriate.

(2) The notice to appear or abate shall be substantially in the following form:

NOTICE TO ABATE PUBLIC NUISANCE

YOU ARE HEREBY NOTIFIED as the owner, agent, lessee or other person occupying or having control of the premises at (address), that pursuant to Section _____ of the Willows Code of Ordinances, the undersigned has determined that there exists upon the above-referenced premises a public nuisance, specifically (description of condition constituting nuisance). A copy of Section _____ is attached.

You are hereby required to abate this condition to the satisfaction of the undersigned within _____ days of the date of this notice or request a hearing to appear at the office of the City Manager at 201 North Lassen, Willows, California. If a hearing is requested, the owner or responsible party shall appear at the stated time and place noticed by the City, to show cause, if any exists, why the condition or use should not be abated by the City, and the expenses thereof charged to you as a personal obligation and/or made a lien upon the property.

Abatement is to be accomplished in the following manner: (description of what needs to be done to remedy situation).

(Name of Department and Department Head)

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By: _____

(3) The enforcement officer shall post at least one copy of the notice in a conspicuous place on the property in question. In addition, the enforcement officer shall send by certified mail one copy of the notice to the owner of the property as shown in the latest assessment rolls and to any other responsible person.

(4) After giving notice as required above, the enforcement officer shall file a copy of the notice, together with an affidavit or certificate stating the time and manner in which such notice was given in the office of the city clerk. The failure of the owner or any other responsible person to receive such notice shall not affect in any manner the validity of any proceedings pursuant to this title.

5. Chapter 8.10.085 is hereby added to the Willows Municipal Code to read:

8.10.085 Appeal hearing.

(1) If the property owner or responsible party requests a hearing, the City Manager or his or her designee shall send a notice to all interested parties setting the time and place of the hearing.

(2) If the property owner or responsible party does not request a hearing, the City shall abate the property in the manner stated in the Notice to Abate Public Nuisance.

(3) If the property owner or responsible party does not appear and attend the hearing, the City shall abate the property in the manner stated in the Notice to Abate Public Nuisance.

6. Chapter 8.10.090 of the Willows Municipal Code is hereby amended in its entirety to read:

8.10.090 Abatement of nuisance prior to scheduled hearing.

In the event that a hearing is requested, any owner or responsible person may, at their own expense and prior to the scheduled hearing, abate a declared nuisance in accordance with the provisions of the notice sent by the enforcement officer; provided, that all necessary permits are first obtained. If the enforcement officer determines that the nuisance has been abated, the proceedings under this title shall be terminated.

7. Chapter 8.10.100 of the Willows Municipal Code is hereby amended in its entirety to read:

8.10.100 Manner of conducting hearing.

(1) At the time and place designated for the hearing, the city manager, or his or her designee, shall hear and consider all relevant evidence, including, but not limited to, applicable staff reports, oral, physical and documentary evidence regarding the alleged nuisance and proposed method of abatement. The hearing may be continued from time to time.

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(2) The enforcement officer shall bear the burden of proving by a preponderance of the evidence that a public nuisance exists.

(3) All oral evidence shall be heard only on oath or affirmation.

(4) The owner or any responsible person may be represented by anyone of their choice or may represent themselves.

(5) The hearing shall not be conducted according to the formal rules of evidence. Any relevant evidence shall be admitted if it is the type of evidence which reasonable persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. However, irrelevant or unduly repetitious evidence shall be excluded.

(6) Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but hearsay evidence shall not be sufficient by itself to support a finding unless it would be admissible over objections in civil actions in courts of competent jurisdiction in this state.

(7) The parties in the hearing shall have the following rights:

(a) To call and examine witnesses or any matter relevant to the issues of the hearing;

(b) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

(c) To impeach any witness regardless of which party first called such witness to testify;

(d) To rebut evidence against such parties;

(e) To request the hearing officer to take official notice of any fact which would be subject to judicial notice by the courts of this state.

(8) Within 10 days after the conclusion of the hearing, the city manager shall issue a written decision and, where applicable, an order of abatement. This decision shall set forth the factual findings made by the city manager, a conclusion as to whether a public nuisance exists, and the manner and timing of the abatement.

8. Chapter 8.10.110 of the Willows Municipal Code is hereby amended in its entirety to read:

8.10.110 Appeal to city council.

The property owner or other responsible person may appeal the decision of the city manager, or his or her designee, to the city council within 10 days of the date of the decision by submitting a written appeal. The city clerk shall set a hearing before the city council within 30 days of receipt

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of the appeal. At least 10 days before the hearing, notice of the time and place of the hearing shall be mailed to the owner and any responsible person by certified mail.

The city council shall conduct the appeal hearing in the manner set forth in WMC 8.10.100. The city council may continue the hearing from time to time as it deems necessary.

The decision of the city council shall be final.

This ordinance was introduced at a regular meeting of the City Council of the City of Willows, held on _____, 2019, and adopted at a regular meeting of the City Council of Willows, held on the _____, 2019, by the following vote, to wit:

AYES, COUNCILMEMBERS _____

NOES, COUNCILMEMBERS _____

ABSENT COUNCILMEMBERS _____

GARY HANSEN, MAYOR

APPROVED AS TO FORM:

THE CITY ATTORNEY'S OFFICE

ROBERT HUNT, CITY ATTORNEY

ATTEST:

TARA RUSTENHOVEN, CITY CLERK



REGULAR BUSINESS

AGENDA ITEM

TO: Honorable Mayor Hansen and Members of the City Council

FROM: Wayne Peabody, Fire Chief/ Interim City Manager

SUBJECT: 2019 Glenn County Operational Area Emergency Operations Plan

RECOMMENDATION

Adopt the Resolution of the City Council Adopting the 2019 Glenn County Operational Area Emergency Operations Plan. (OA EOP)

SUMMARY

The Glenn County OA EOP was last revised and adopted in 2015. Significant changes have occurred in the structure and needs of the emergency response organization. The update to this plan addresses those changes including better integration of the cities and the county in emergency response, increased alignment with State and Federal emergency response framework, improved alert and warning methods, standardization of evacuation terminology, and improved plans for auxiliary emergency services including sheltering, emergency animal services, and volunteers and donations management.

Response agencies, representatives of the city and county departments, and Cal-OES were provided a 30-day review and comment period, followed by an awareness level presentation on the Plan at the September 18, 2019, Glenn County Disaster Council Meeting. The Glenn County Disaster Council, comprised of representatives of the City of Orland, City of Willows, County of Glenn and chiefs of responder agencies concur with the Plan as written and recommend the OA EOP be approved and implemented by the governing bodies of the County of Glenn, City of Orland and City of Willows.

FINANCIAL CONSIDERATIONS

None

NOTIFICATION

Willows PSA
Willows Public Works

ALTERNATE ACTIONS

1. Approve by motion
2. Reject staff recommendation and/or direct item to be returned at later date.

RECOMMENDATION

Adopt the Resolution of the City Council Adopting the 2019 Glenn County Operational Area Emergency Operations Plan. (OA EOP)

Respectfully submitted,



Wayne Peabody
Fire Chief
Interim City Manager

ATTACHMENTS

Resolution GC OA EOP 2019

CITY OF WILLOWS
RESOLUTION NO:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY WILLOWS

WHEREAS, disasters strike individuals, neighborhoods, communities, states, and nations from a variety of sources, disrupting the normal activities of life; and

WHEREAS, disasters may come from natural events, failure of (man-made) technology, or from acts of war, including terrorism; and

WHEREAS, disasters cannot be avoided, their impact can be mitigated through proper preparation, response, and recovery; and

WHEREAS, the Glenn County Sheriff's Office - Office of Emergency Services, in conjunction with other emergency planning agencies, developed an Operational Area Emergency Operations Plan (OA EOP), which addresses disaster preparation, response, and recovery for the Operational Area of Glenn County, City of Willows; and

WHEREAS, this plan conforms to and incorporates the principles of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS); and

WHEREAS, this plan reflects the State of California Emergency Plan, and is an extension of that plan; and

WHEREAS, the local Office of Emergency Services and the Glenn County Disaster Council has submitted the aforementioned plan for review, approval, and implementation by this Board;

NOW, THEREFORE BE IT RESOLVED that the City of Willows City Council approves this plan and its implementation and authorizes the Mayor to sign the Approval and Implementation page of the plan; and

BE IT FURTHER RESOLVED that all previous editions, versions, and revisions of the Glenn County Operational Area Emergency Operations Plan are superseded by this plan and no longer to be used.

The foregoing resolution was passed by the City of Willows City Council on by October 8th, 2019 the following vote:

AYES:

NOES:

ABSENT

ABSTAIN:

Gary Hansen, Mayor
City of Willows, State of California

ATTEST:

TARA RUSTENHOVEN, CITY CLERK
City of Willows, State of California

AGENDA ITEM

TO: Honorable Mayor Hansen and Members of the City Council

FROM: Wayne Peabody, Fire Chief/ Interim City Manager

SUBJECT: Agreement for Dispatch Services

RECOMMENDATION

Adopt the Resolution of the City Council Approving the agreement for dispatch services between City of Willows and California Department of Forestry and Fire Protection.

SUMMARY

The City of Willows and Willows Rural Fire Protection District haven been looking at improving our current dispatch model for years. The Willows Fire had taken the duty of self-dispatching as an additional job duty. Due to multiply factors this model is no longer a functional system for our department. I was directed by the Public Safety committee to contact Glenn County Sheriff, Coring Fire and Cal Fire Tehama Glenn Unit:

In 2010 a group was formed to look at dispatch service county wide. Through this group a study was started and never completed. The goal would be look at a central dispatch center. During that process, discussion were held with the Sheriff office, in which fire requested that a minimum of two dispatchers would need to be on duty 24hrs a day for call taking and dispatching service.

Updated conversations with the sheriff office ECC have taken place and in order to accomplish a minimum staffing pattern of 2 dispatcher 24hrs a day, a minimum of three additional dispatchers would have to be brought on. The City cannot afford the cost of the additional staffing by itself.

Corning Fire was contacted, and they were able to take the additional fire jurisdictions that Willows fire dispatched. However due to our call volume they did not have the ability to take on Willows Fire.

Cal Fire Tehama Unit was contacted, and discussion have been had and they are willing to take on Willows Fire, Kanawha and Elk Creek. A few items that had to met for us to look at the unit for dispatching:

1. Public Safety Improvements
2. Firefighter safety improvements

With Cal-Fire having two units in Elk Creek through peak fire season and a large portion of State responsibility ground to the west of Willows. They have the infrastructure to communicate with us and they are familiar with the area. We believe this to be our best option

FINANCIAL CONSIDERATIONS

\$40,000 was allocated as part of the approved 2019/20 Adopted Budget. As it appears the annual payment will be more than budget by \$11,067, Staff will return to Council for additional appropriation once the exact amount is known with the costs sharing with Willows Rural Fire Protection District and the start date of the dispatching service. The cost per call is around \$52

NOTIFICATION

Willows Volunteer Fire Department
Willows Public Safety Association
Willows Rural Fire Protection District

ALTERNATE ACTIONS

1. Approve by motion
2. Request additional information from staff
3. Reject staff recommendation and/or direct item to be returned at later date.

RECOMMENDATION

Adopt the Resolution of the City Council Approving the agreement for dispatch services between City of Willows and California Department of Forestry and Fire Protection.

Respectfully submitted,



Wayne Peabody
Fire Chief
Interim City Manager

ATTACHMENTS

Resolution
Agreement Number 2CA04636

**CITY OF WILLOWS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLOWS APPROVING THE AGREEMENT
FOR DISPATCH SERVICES BETWEEN THE CITY OF WILLOWS AND CALIFORNIA DEPARTMENT OF
FORESTRY AND FIRE PROTECTION FOR SERVICES FROM JULY 1, 2019 to JUNE 30, 2020**

BE IT RESOLVED by the City Council of the CITY OF WILLOWS, that said Council does hereby approve the agreement with the California Department of Forestry and Fire Protection (CAL FIRE) dated 10-08-2019. This agreement provides dispatch services during the State fiscal year 2019/2020.

BE IT FURTHER RESOLVED that GARY HANSEN, MAYOR is hereby authorized to sign and execute said agreement on behalf of the CITY OF WILLOWS.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on Tuesday the 8th day of October 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

GARY HANSEN, MAYOR

ATTEST:

TARA RUSTENHOVEN, CITY CLERK

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

AGREEMENT NUMBER **2CA04636**

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 WILLOWS

2. The term of this Agreement is: July 1, 2019 through June 30, 2020

3. The maximum amount of this Agreement is: \$ 51,067
Fifty-one thousand sixty seven dollars

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

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

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

LOCAL AGENCY

LOCAL AGENCY'S NAME
CITY OF WILLOWS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Gary Hansen, Mayor

ADDRESS
201 N Lassen, Willows, CA 95988

STATE OF CALIFORNIA

AGENCY NAME
California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING
Don Gordon, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

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

**California Department of General
Services Use Only**

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

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

CAL FIRE Unit Chief:		Local Agency:	City of Willows
Name:	Christine Thompson	Name:	Gary Hansen
Phone:	(530) 528-5199	Phone:	(530) 934-7041
Fax:	(530) 529-8538	Fax:	(530) 934-7042

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

CAL FIRE Unit Chief:	Christine Thompson	Local Agency:	City of Willows
Section/Unit:	Tehama-Glenn Unit	Section/Unit:	
Attention:	Lore Loucks	Attention:	Gary Hansen
Address:	604 Antelope Blvd., Red Bluff, CA 96080	Address:	201 N Lassen, Willows, CA 95988
Phone:	(530) 528-5199	Phone:	(530) 934-7041
Fax:	(530) 529-8538	Fax:	(530) 934-7042

Send an additional copy of all correspondence to:

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

AUTHORIZATION

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

EXHIBIT A
SCOPE OF WORK

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

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

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

1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

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

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

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

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

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

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

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

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

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

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

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

☐ 9) Extended Fire Protection Service Availability (Amador)

2. ADMINISTRATION

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

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

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

3. SUPPRESSION COST RECOVERY

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

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

4. MUTUAL AID

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

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

5. PROPERTY PURCHASE AND ACCOUNTING

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

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT FOR SERVICES

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

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

2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

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

3. BUDGET CONTINGENCY CLAUSE

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

EXHIBIT C
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

17. **LIABILITY INSURANCE**

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

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

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

- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.
19. **CONFLICT OF INTEREST:** LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

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

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

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

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

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

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

Contractor Name: CITY OF WILLOWS

Contract No.: **2CA04636**

Page No.: 14

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

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

EXHIBIT D
ADDITIONAL PROVISIONS

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

Schedules

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

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

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

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

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

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

Contractor Name: CITY OF WILLOWS

Contract No.: 2CA04636

Page No.: 16

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

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

Contractor: City of Willows

Contract No: 2CA04636

Page No. 17

EXHIBIT D, SCHEDULE A

STATE FUNDED RESOURCES

FISCAL DISPLAY

PRC 4142

NAME OF AGENCY: City of Willows

Contract number: 2CA04636

INDEX: 2500

PCA: 27640

Fiscal Year: 2019/2020

This is Schedule A of Cooperative Agreement originally dated July 1, 2019, by and between CAL FIRE of the State of California and LOCAL AGENCY.

(See Attached)

Fiscal Year: 2019 Index: 2500 PCA: 27640 PRC: 4142 Comments:		Unit: TGU		Contract Name: CITY OF WILLOWS Contract No.: 2CA00636 Page No.: 18										
Sub Total: \$36,522 Admin: \$4,269 Total: \$40,791		Overtime Total: \$36,522 CAL FIRE Unit Chief: CAL FIRE Region Chief:												
This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2019 between CITY OF WILLOWS and The California Department of Forestry and Fire Protection (CAL FIRE)														
Number of Positions	Classification/ed-ons (Pick From List)	RET.	Period	Salary Months	Salary Rate	Total Salary	EDWC Rate	EDWC Periods	Total EDWC	Salary Benefits	FFI UI	EDWC Benefits	Total Salary & EDWC	Total Position Cost
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	Overtime	POF	7/1/19-6/30/19			\$36,000	\$0		\$0	\$522		\$0	\$36,522	\$0
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	Overtime					\$0	\$0	0						

EXHIBIT D, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: City of Willows

This is Schedule B of Cooperative Agreement originally dated July 1, 2019, by and between CAL FIRE of the State of California and LOCAL AGENCY.

FISCAL YEAR: 2019/2020

Unit Administration

- 1 - Battalion Chief
- 5 - Fire Captains: ECC
- 1.5 – Communication Operators

EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2019, by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: City of Willows

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

FISCAL YEAR: 2019/2020

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

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

By: _____
Signature Printed Name

Title

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

WORKER'S COMPENSATION BENEFITS

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

By: _____
Signature Printed Name

Title

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

LOCAL AGENCY-OWNED VEHICLES

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

By: _____
Signature Printed Name

Title

EXHIBIT E
DESCRIPTION OF OTHER SERVICES

The Red Bluff Emergency Command Center will provide the following services:

Serve as the secondary public safety answering point for emergency service requests within the following jurisdictions: City of Willows. Emergency callers will be transferred to and interrogated by the Red Bluff Emergency Command Center.

Provide dispatching services for City of Willows.

Perform call taking and dispatching services utilizing existing CAL FIRE computer aided dispatch system (CAD), radio, internet, and telephone infrastructure within the Red Bluff Emergency Command Center.

CAL FIRE will be responsible for maintaining the existing CAL FIRE VHF Radio between the Red Bluff Emergency Command Center and Red Mountain Vault.

Provide City of Willows, access to dispatch report records via the CAL FIRE reporting program.

Provide City of Willows a district wide repeated radio frequency as a command frequency for dispatching calls.

City of Willows will be responsible for the following:

Labor and costs associated with the purchasing, upgrading, and maintaining all fixed radio infrastructure (radios, antennas, base station radios, etc.) required for the communication between City of Willows and the Red Bluff Emergency Command Center.

Labor and costs associated with the purchasing, upgrading, maintaining, and programing of all mobile radio infrastructure (mobile radios, handie talkies, pagers, etc.).

Providing the Red Bluff Emergency Command Center dispatch response plans, including copies of all auto and mutual aid agreements.

Ensuring all field user radio communications and interactions with the Red Bluff Emergency Command Center are in accordance with the TGU Radio Communications Guide and FCC requirements.

Providing Red Bluff Emergency Command Center with timely map data updates.

All costs associated with the programing, updating, or changing of Red Bluff Emergency Command Center radios (alert tone changes, frequency changes, repeater changes, etc.) at request of or to meet the needs of the City of Willows.

All services beyond those listed may require contract review which may lead to additional costs.

AGENDA ITEM

TO: Honorable Mayor Hansen and Members of the City Council

FROM: Wayne Peabody, Fire Chief/ Interim City Manager

SUBJECT: Purchase and Financing of New Engine No. 3

RECOMMENDATION

Staff recommends that City Council approve by motion the purchase of a new HME Ahrens-Fox Models 18 Type 1 fire apparatus through the State of California OES Bid cooperative in an estimated amount of (sales price and sales tax) of \$537,776.

Council directs Staff to negotiate final terms of the sales agreement and authorizes the Interim City Manager to sign the sales agreement.

Council further directs the Administrative Services Director to negotiate best possible lease financing terms and return to Council with financing documents.

SUMMARY

The City of Willows Fire Department runs 1000 calls a year ranging from medical aids to grass fires. This apparatus will be able to function in a wide range of calls which assist the department in not having to change engines based upon the emergency. We currently run a similar engine that belongs to the State of California and found it be very functional for our needs.

The Fire Chief has reviewed a number of options under various master agreements and believes that the HME Ahrens Fox model best fits the needs of the Willows Fire Department.

Fire engines are built on a 30-year life span, National Fire Protection Authority recommends a first due fire engine be no older than 20 years old, once an engine hits 20years old it would recommend that the unit be placed into a reserve status or ran as a second due engine as long as it can pass required testing and certifications

We have brought before you in 2005/2010 a replacement schedules for our apparatus and equipment to meet this recommendation from NFPA. As you can see by the latter table, replacements occur in ten-year intervals allowing for orderly planning and finance options. Unfortunately, we have not been staying on schedule and by delaying purchases we open our self's up to additional maintenance, testing failures and possible breakage at or Enroot to emergency scenes.

YEAR	VEHICLE REPLACED	SECOND DUE VEHICLE	THIRD DUE RESERVE
2005/2006	Truck #4 2006 Ladder/Quint	Engine #2 1995 Pumper	Engine #3 1985 Pumper
2015	Engine #3 1985 Pumper	Truck #4 2006 Ladder/Quint	Engine #2 1995 Pumper
2025	Engine #2 1995 Pumper	Engine #3 2015 Pumper	Truck #4 2006 Ladder/Quint
2035	Truck #4 2006 Ladder/Quint	Engine #2 2025 Pumper	Engine #3 2015 Pumper

The department would be negligent in its efforts to provide safe, reliable, cost effective and up to date apparatus for its employees, volunteers and citizens of Willows. We recommend following the replacement schedule and engine/equipment replacement.

FINANCIAL CONSIDERATIONS

\$50,000 was allocated as part of the approved 2019/20 Adopted Budget from the Fire-Development Impact Fee Fund (Fund 356). As it appears the annual lease payment on this will be \$60,000 to \$65,000, Staff will return to Council for additional appropriation from that Fund once the exact amount is known. Fund 356 will be utilized until exhausted (balance of approximately \$130,000 as of 6/30/19), at which point in two years the General Fund will take over lease payments.

NOTIFICATION

Willows Volunteer Fire Department
Willows Public Safety Association
Willows Rural Fire Protection District

RECOMMENDATION

Staff recommends that City Council approve by motion the purchase of a new HME Ahrens-Fox Models 18 Type 1 fire apparatus through the State of California OES Bid cooperative in an estimated amount of (sales price and sales tax) of \$537,776.

Council directs Staff to negotiate final terms of the sales agreement and authorizes the Interim City Manager to sign the sales agreement.

Council further directs the Administrative Services Director to negotiate best possible lease financing terms and return to Council with financing documents.

Respectfully submitted,



Wayne Peabody
Fire Chief
Interim City Manager

ATTACHMENTS

HME Ahrens-Fox and Derotic Emergency Proposal
Ahrens-Fox Sales Agreement
HME Model 18 Drawing
OES Equipment Package



October 2, 2019

Chief Peabody
Willows Fire Department
445 South Butte St.
Willows, CA 95988

Chief Peabody,

HME Ahrens-Fox and Derotic Emergency Equipment are pleased to offer you this revised proposal:

- This proposal is for one (1) HME Ahrens-Fox Model 18, Stock Unit #23282.
- The Price is Five Hundred One Thousand, Four Hundred and Twenty Three Dollars and Zero Cents (\$501,423.00) – COD Contract. (DOES NOT INCLUDE TAXES OR FEES).
- This price includes the vehicle, delivery to California, lettering and striping, pre-delivery inspection at one of our service centers, requested equipment list, and mounting and bracketing.
- This price is good for thirty (30) days from the date on this document. Additional price extensions will need to be requested as needed.
- This vehicle is available on a first come, first served basis.

We look forward to working with you and your staff to deliver your new HME Ahrens-Fox Fire Apparatus, which will give the Willows Fire Department many years of service.

Sincerely,

James Mario Demattei
James Mario Demattei
President

Casey Scott
Casey Scott
CEO

Brian Jenson
Brian Jenson
COO



SALES AGREEMENT

This Sales Agreement (the "Agreement") made by and between **HME, Incorporated** (Company) and

Willows Fire Department			
(Legal Name of Buyer)			
445 South Butte St.	Willows	California	95988
(Address)	(City)	(State/Province)	(Zip/Postal Code)

1. ACCEPTANCE: The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment (collectively the "Vehicle") described in the HME, Incorporated specifications hereto attached and made part of this Agreement, in accordance with the terms and conditions herein and the attached documents referenced herein (collectively, the "Agreement").

2. DELIVERY: Except as otherwise specified in this Agreement and provided that the Buyer has paid the purchase price, the Vehicle shall be ready for delivery within 150 calendar days after the date this Agreement is signed and executed by an officer of Company at the Company's Corporate Headquarters in Wyoming, Michigan, and based upon a satisfactory completion of a Pre-Construction Conference, if requested. The Company cannot be held liable for penalties and/or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond the Company's control. The Pre-Construction Conference shall be conducted within 30 days from the execution of this Agreement.

To establish a stable design, procurement, and build schedule in accordance with the specifications and this Agreement, a Buyer change order cutoff date of eight (8) weeks from the date of the execution of the Agreement will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the Agreement execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. CHANGE ORDERS: Changes to the Agreement may be requested by the Buyer after the execution of the Agreement according to the terms of Section 2 of this Agreement. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the HME sales representative and executed by the Buyer. The price of the Vehicle shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery dates of the Vehicle.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this Vehicle shall comply with the hereto attached HME, Incorporated specifications dated 3rd day of July, 2019

5. **WARRANTY:** The Company shall provide the warranty as specified in the attached HME, Incorporated specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the Vehicle, the sum of Five Hundred One Thousand, Four Hundred and Twenty Three US Dollars and zero Cents (\$ 501,423). All prices are less any applicable local, state, or federal taxes which may be applied to the sale of the Vehicle. NOTE: Payment shall be made only to: **HME, Incorporated, 1950 Byron Center Avenue, Wyoming, Michigan 49519**, attention: Accounts Receivable.

7. **TERMS OF PAYMENT:**

a) Payment of the purchase price plus cost of any authorized Change Orders, shall be paid, in full, at the time of plant pick-up or availability for delivery, whichever is earlier.

b) No payment of any amount shall be made payable to a sales representative without written approval from the Company.

c) It is agreed that the Vehicle covered by this Agreement shall remain the property of the Company and not be placed in service until the purchase price and any additional costs and expenses are paid by the Buyer. Any payment not made when due shall accrue a service charge of 1.5% per month, but in no event shall such charge exceed the maximum rate allowed by law.

8. **The Company** requires, and the Buyer agrees, that the Vehicle shall be inspected and picked up by the Buyer within seven (7) days of notice that the manufacturer of the Vehicle has been completed.

9. **CANCELLATION:** This Agreement is subject to cancellation by the Buyer only upon payment to the Company of reasonable cancellation charges as determined by the Company, which shall take into account expenses already incurred and commitments made by the Company.

10. **TAG-ON / ADDITIONAL ORDERS:** At its sole discretion, the Company may allow the terms of this Agreement to be extended to both the Buyer and similar agencies for the purchase of a similar Vehicles under similar terms for a period of one (1) year from the date of the execution of this Agreement. Should the Company choose to exercise this option, it shall be permitted to adjust the Agreement pricing to account for equitable price adjustments associated with the change in the cost of the materials used to produce the Vehicle. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing price changes expected by the Company from the component vendors. If there are any changes between the Vehicles(s) purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed Change Orders, including any necessary price adjustments. If the purchasing agency is not the Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

This Agreement, including its appendices and attachments, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has the authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this Agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this agreement shall be liable for any obligation of the Company arising under the standard warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this Agreement to be executed by their duly authorized representatives this 3rd day of August, 2019.

COMPANY

HME, Incorporated
1950 Byron Center Avenue
Wyoming, Michigan 49519
616-534-1463 Phone
616-534-1967 Fax

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BUYER

Willows Fire Department
445 South Butte St.
Willows, CA 95988
Phone 530-934-7402
Fax _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

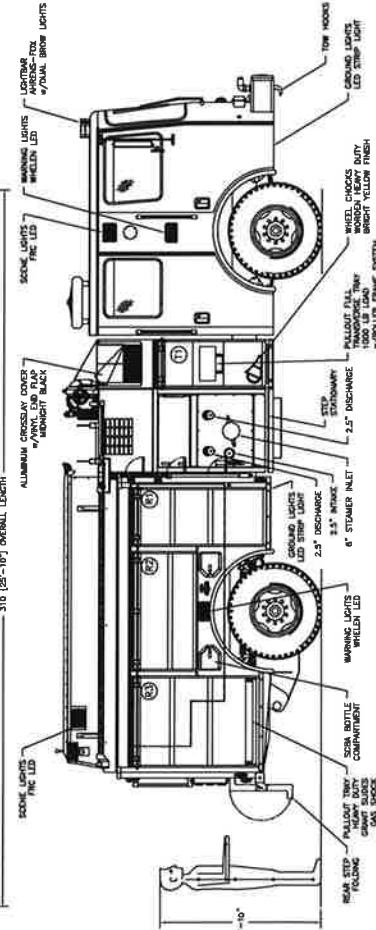
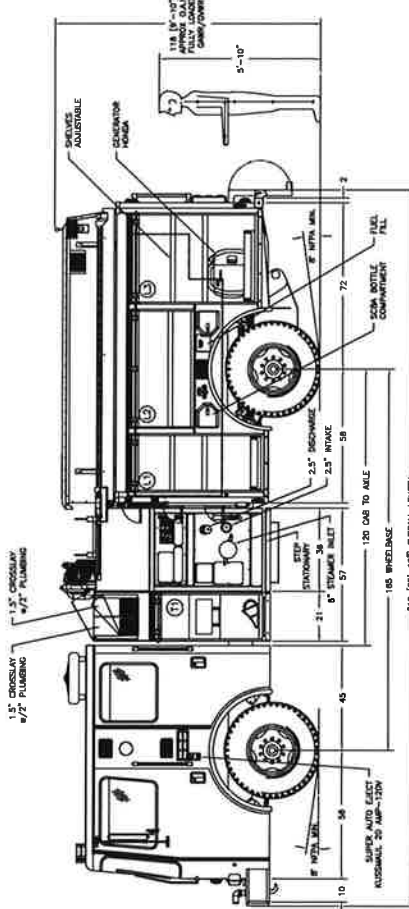
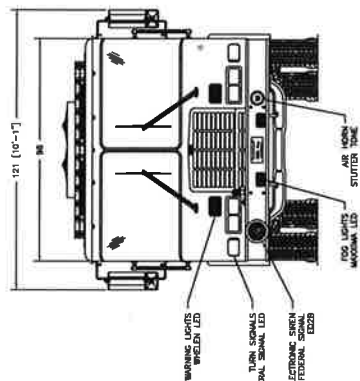
BUYERS WITNESS

WITNESSED: _____
NAME: _____
TITLE: _____
DATE: _____

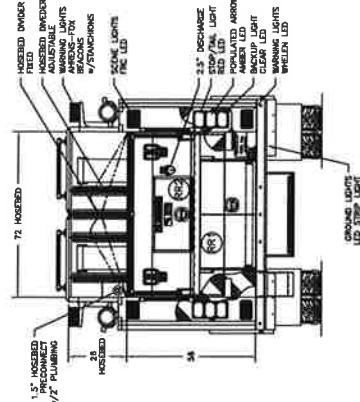
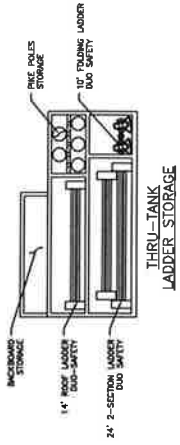
THE EXACT DIMENSIONS, LOCATIONS OF ACCESSORIES AND/OR COMPONENTS MAY BE REVISED PENDING COMPLETE ENGINEERING OF THE CUSTOM REQUIREMENTS OF THE INDIVIDUAL APPARATUS ORDER.

APPROVED BY: _____ TITLE: _____
JUNE DEPARTMENT

APPROVED BY: _____ TITLE: _____
SELF-ORGANIZED



COMPARTMENTATION									
BEHIND DOOR				DOOR OPENING			DOOR		
COMPT.	WIDTH	HEIGHT	DEPTH	WIDTH	HEIGHT	DEPTH	WIDTH	HEIGHT	VOLUME
L1 UPPER:	32"	33"	12"	23"	53"	7.3 FT ³			
L1 LOWER:	32"	30"	24"	23"	53"	13.3 FT ³			
L2:	52"	33"	12"	49"	23"	11.9 FT ³			
L3 UPPER:	41"	33"	12"	37"	50"	9.4 FT ³			
L3 LOWER:	41"	27"	24"	37"	50"	15.4 FT ³			
R1 UPPER:	32"	33"	12"	23"	53"	7.3 FT ³			
R1 LOWER:	32"	30"	24"	23"	53"	13.3 FT ³			
R2:	52"	33"	12"	49"	23"	11.9 FT ³			
R3 UPPER:	41"	33"	12"	37"	50"	9.4 FT ³			
R3 LOWER:	41"	27"	24"	37"	50"	15.4 FT ³			
R4:	48"	29"	22"	45"	20"	17.7 FT ³			

[illegible]



STATE OF CALIFORNIA

TYPE 1 FIRE ENGINE

OES EQUIPMENT PACKAGE AND LETTERING DETAILS

1. **OES EQUIPMENT PACKAGE:** The following OES equipment package shall be furnished with each unit when specified on the purchase order. The actual placement of the equipment with respect to compartment, mount and/or bracket shall be discussed at the preconstruction conference.

1.1 **Hose:**

- Two (2) – Hard Suction, 10' x 6", NH, "KOCHEK MAXI-FLEX", light weight, long handled. Couplings to be engraved "CA-OES"
- ~~Twenty Four (24) – 3" x 50', Thermoplastic Lined Synthetic Fire Hose, Color Tan. Couplings to be 2 1/2" lightweight alloy with NH threads. Couplings to be engraved "CA-OES", hose to be stenciled "CA-OES"~~
- ~~Two (2) – 3" x 12', Thermoplastic Lined Synthetic Fire Hose with 2 1/2" couplings to be used as soft suctions. Color Tan. Couplings to be engraved "CA-OES". Hose to be stenciled "CA-OES".~~
- ~~Twelve (12) – 1 1/2" x 50', Thermoplastic Lined Synthetic Fire Hose, Color Yellow. Couplings to be engraved "CA-OES". Hose to be stenciled "CA-OES".~~
- ~~One (1) – 1 1/2" x 35', Thermoplastic Lined Synthetic Fire Hose, Color Yellow. Couplings to be engraved "CA-OES". Hose to be stenciled "CA-OES".~~
- ~~One (1) – 6" x 16' Thermoplastic Lined Synthetic Fire Hose Soft Suction. Shall be equipped with light weight alloy couplings NH thread. Female swivel shall have long handles; male swivel shall have rocker lugs. Color Tan. Couplings to be engraved "CA-OES". Hose to be stenciled "CA-OES".~~
- ~~Ten (10) – 100' lengths of 1 1/2" Forestry Hose, NH, thermoplastic lined, Cotton Synthetic Ref: GSA NSN# 4210-01-165-6597~~
- ~~Eight (8) – 100' lengths of 1" Forestry hose, NPSH, thermoplastic lined, Cotton Synthetic Ref: GSA NSN# 4210-01-166-8122~~

1.2. **Ladders:**

- One (1) - 10' Folding Attic Ladder. Ref: DUO-SAFETY Series 585A.
- One (1) - 14' Roof Ladder. Ref: DUO-SAFETY Series YGR.
- One (1) - 24' Extension Ladder. Ref: DUO-SAFETY Series 900 A.
- Halyard shall be Wellington Puritan 1/2" Ladderline.

3. **Nozzles:**

- One (1) - Akron Brass Apollo Style 3433 Hi-Riser Master Stream Appliance with Akron Style 1755 Turbomaster 500-750-1000-1250 gpm Master Stream Combination Nozzle, as well as Akron #3488 Aluminum stream

straightener and Akron #2499 Quad Pyrolite stacked tips. Included shall be a 3" direct mount base and a ground base with a 2 1/2" siamese.

- Two (2) - Akron #1722 Midrange 1 1/2" Turbojet Nozzles, 30-60-95-125 gpm
- Two (2) - Akron #2393 Axial Playpipe - Pyrolite w/#1420 Stacked Tips - 1", 1-1/8", 1 1/4"
- One (1) - Akron #2370 2 1/2" Turbojet Combination Nozzle w/Axial Playpipe
- One (1) - "Mad Dog", 1 1/2" air aspirating foam nozzle.
- Three (3) - 1 1/2" Forestry Nozzle, NH, light weight alloy, Ref: GSA NSN# 4210-01-167-1123 Nozzle and GSA NSN# 4210-01-165-6600 shutoff valve
- Four (4) - 1" Forestry Nozzle, NPSH, Ref: GSA NSN# 4210-01-165-6603 Nozzle and GSA NSN# 4210-01-165-6599 shutoff valve
- One (1) - Honda WH20XK1C1 Portable High Pressure Pump w/ Two (2) 2" NTPF x 1 1/2" NHM adaptors - no exception
- One (1) - Kocheck P-15, 1 1/2" x 10' hard suction, male on one end and female on other. Couplers to be engraved "CA-OES". Hose to be stenciled "CA-OES".
- One (1) - 1 1/2" strainer.

4. **Fittings:**

- One (1) - Siamese, 2 - 2 1/2" NHF x 1 - 2 1/2" NHM, lightweight alloy
- One (1) - Gated Wye, 1 - 2 1/2" NHF x 2 - 1 1/2" NHM, lightweight alloy
- One (1) - Adaptor - Double Female - 6" NHF x 4 1/2" NHF, lightweight alloy
- One (1) - Adaptor, Double Female - 6" NHF x 4" NHF, lightweight alloy
- Two (2) - Adaptor, Double Female - 2 1/2" NHF x 2 1/2" NHF, lightweight alloy
- Two (2) - Adaptor, Double Male - 2 1/2" NHM x 2 1/2" NHM, lightweight alloy
- One (1) - Reducer - 2 1/2" NHF x 1 1/2" NHM, lightweight alloy
- One (1) - Reducer - 1 1/2" NHF x 1" IPM, lightweight alloy
- One (1) - Increaser - 1" IPF x 1 1/2" NHM, lightweight alloy
- One (1) - Adaptor 1" IPM x 1" NHF, lightweight alloy
- One (1) - Adaptor, 1" IPF x 1" NHM, lightweight alloy
- One (1) - Strainer, 6", lightweight

5. **Handtools - Structural:**

- One (1) - 6' Pike Pole with fiberglass handle
- One (1) - 8' Pike Pole with fiberglass handle
- One (1) - Shovel, Scoop, Fiberglass "D" handle
- One (1) - Axe, Pickhead, fiberglass handle
- One (1) - Axe, flathead, fiberglass handle
- One (1) - Bolt Cutter, 30"
- Four (4) - Strap, Hose & Ladder, nylon
- One (1) - Mallet, Rubber, 23 oz. w/Hickory handle
- One (1) - Wrench, Spanner, 6", Ref: Akron Brass #19 Universal Suction Spanner Wrench
- One (1) - Hose clamp, Hebert, 2 1/2"-3" Model w/mounting brackets
- Two (2) - Lantern, hand, 12 volt, Ref: Streamlight Vulcan, w/charger. Hand lanterns shall be mounted and hardwired in cab at locations to be determined at the preconstruction conference.
- Two (2) - Rope, utility, 1/2" x 50', nylon
- Two (2) - Salvage covers, 12' x 14', canvas duck, stenciled "CA OES FIRE"

- One (1) Stihl MS 460 Chainsaw with .063, 3/8 pitch, 20" bar with Raptor carbide chain and no carrying case. Included to be one spare carbide chain, one conventional chain, one spare 20" bar, one spare spark plug, one spare air filter, tool kit and one gallon of bar oil. Saw to have full length bar protector sheath.
- One (1) 5#, 2A 10BC Dry Chemical Fire Extinguisher shall be mounted in right side of through compartment against wall of pump module; exact location to be determined at pre-construction conference.
- One (1) – D.O.T. cab first aid kit, REF: DynaMed #B-FK723, 3 1n 1 kit, metal case

6. Handtools – Wildland:

- One (1) Forest Fire Shovel, long handle, fiberglass handle, round point. Meets USFS Spec. No. 5100-326
- Two (2) Thau Claw fire handtool, fiberglass handle Ref: Fire Tool, 510-886-2437
- One (1) Pulaski, fiberglass handle
- Two (2) Spanner Wrench, for 1" & 1 1/2" Forestry Hose, Ref: GSA NSN# 5420-00-596-1426
- Two (2) Fire Hose Clamp, for use on 1" & 1 1/2" single jacket, rubber lined Forestry hose, Ref: Timberline Firefighter's Clamp
- Three (3) Hoseline Tee w/valved male branch, 1 1/2" NHF x 1 1/2" NHM w/ 1" NPSH male branch, Ref: GSA NSN# 4210-01-081-0417

7. Emergency Medical:

- One (1) Junkin Stokes Litter – Stainless Steel Tapered Model without leg divider. No wooden slats. Ref: Junkin SAF 300-W
- One (1) Hypalon Stokes Litter Cover, color orange.
- One (1) plastic spine board with straps, Ref.: Junkin Plastic Backboard with head immobilizer. Color yellow. Backboard to be compatible with litter.
- One (1) Trauma Kit, Ref: DynaMed #B TK031, Modular BLS Xtra Kit
- Two (2) Space Blanket, Disposable

8. Urban Search & Rescue Tool Cache:

- One (1) Carpenter's Tool Box, long enough for 29" hand tools, one tray, Ref: Sears Industrial #59216
- Three (3) Hammer, Framing, 24 oz., fiberglass handle
- Two (2) Tri-square
- One (1) Speed-square
- One (1) Square, framing
- Two (2) Handsaw, crosscut, 26", Ref: Stanley Fat Max
- Three (3) Tape measure, 25'
- Two (2) Hacksaw, heavy duty, 12", Ref: LENOX #5012 Low-Profile Frame, with carbide blade, flat version
- Twelve (12) Hacksaw blade, carbide, flat version
- Two (2) Hammer, Sledge, 8#, fiberglass handle
- One (1) Shovel, long handle, fiberglass handle, square point
- Four (4) Hammer, Sledge, 3-4#, short fiberglass handle
- Four (4) Bar, pinchpoint, 60"

- ~~Two (2) Jack, Bottle, Hydraulic, w/handle, 8 ton~~
- ~~Two (2) Bar, claw, wrecking, 36"~~
- ~~Two (2) Chisel, cold 1" x 7 7/8"~~
- ~~One (1) Marking Kit, Building~~
- ~~Two (2) Lumber crayons, Red~~
- ~~Two (2) Lumber crayons, yellow~~
- ~~Four (4) Lumber pencil~~
- ~~Four (4) Lumber chalk~~
- ~~Six (6) Spray paint, line marking, orange, downward application type~~
- ~~Four (4) Roll, flagging tape, orange or red~~
- ~~Two (2) Roll, barrier tape, yellow, "caution"~~
- ~~Two (2) Roll, duct tape – large commercial size~~
- ~~Three (3) Carpenter's belt, leather, 10 pocket~~
- ~~Nails: 30# 16d coated sinkers; 30# 8d coated sinkers; Nails to be in plastic 30# containers~~
- ~~Six (6) Steel Picket, 1" round x 4', pointed on one end~~

9. **Tool Kit – Automotive:** One (1) – Toolbox of adequate size to store equipment listed below. Ref: Craftsman or equivalent
- One (1) – Adjustable wrench (12")
 - One (1) – Adjustable wrench (8")
 - One (1) – Slip joint pliers (12")
 - One (1) – Diagonal wire cutters
 - One (1) – Standard socket set (1/2" ratchet, 6" extension & socket rack)
Sockets shall be 8-piece standard socket set, with 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4 & 13/16
 - One (1) – Metric socket set (1/2" ratchet, 6" extension & socket rack)
Sockets shall be 8-piece metric socket set to include 10 thru 17 mm
 - One (1) – Breaker bar, 1/2"
 - One (1) – Hammer, ball peen, fiberglass handle
 - One (1) – Screwdriver set, slotted and Phillips, 16 piece
 - One (1) – Tin snips, 9"
 - One (1) – Utility knife
 - Two (2) – Rolls, duct tape – large commercial size

10. **Cribbing and Wedge Kit:** ~~Cribbing and wedges: Each crib shall have a 4 mm x 22" loop of nylon rope for a handle. Three (3) Hypalon or canvas bags shall be included for storing and carrying cribbing. Ref: TURTLE TILE Dura Crib~~
- ~~Sixteen (16) each 4" x 4" x 18"~~
 - ~~Sixteen (16) each 2" x 4" x 18"~~
 - ~~Sixteen (16) each 4" x 4" x 18" wedges~~
 - ~~Sixteen (16) each 2" x 4" x 18" wedges~~

11. **Rope Rescue Cache:**
- Two (2) – 1/2" x 150' Static Kernmantle NFPA Lifeline in Rope Bag (bag color red or orange). Each rope shall have a different color stripe. Bag shall have provision for storing of rope log.
 - Four (4) – Rope log forms – Two for lifelines, one for hardware and one for software.

- Twenty seven (27) – Carabiner, stainless steel, locking “D”, 11mm, NFPA approved-general use. Ref : SMC Lite D
- Three (3) – Rescue Pulley, 2”, NFPA approved. All shall be Prusik minding, Ref: CMC 300323
- Two (2) – Load releasing device, UL classified to NFPA, color yellow, including aluminum locking D, NFPA approved, light use, color red. Ref: CMC #201108
- Two (2) – Multi-point collection device, stainless steel, general use, NFPA approved. Ref: CMC #300615
- One (1) – Friction Device – Figure 8, w/ears, aluminum, NFPA. Ref: CMC #312873
- One (1) – Friction Device, Brake Bar, 6 bar, twisted, NFPA. Ref: SMC #314001
- One (1) – Edge Protector, 18”, Ref: CMC #294030
- One (1) – Rescue Edge Pad, 24 ounce #4 canvas, 34”x60”. Ref: CMC #294019
- One (1) – Litter Pre-Rig, Ref: CMC #724121
- Two (2) – Harness, NFPA, Class III, fully adjustable. Ref: CMC/Roco Universal Combo Harness; universal sizing
- Webbing, 1”, Spiral Weave Nylon, 4,000#, precut in length/colors below:
 - Six (6) each - 1” x 5’ – green
 - Six (6) each - 1” x 12’ – yellow
 - Six (6) each - 1” x 15’ –blue
 - Six (6) each - 1” x 20’ – orange
- Six – (6) – Pair Prusik loops, 8mm,
 - Six (6) each - 54” - teal
 - Six (6) each - 70” - red
- One (1) – Rope Bag, ½” x 150’ - red or orange
- Two (2) – Rope bag, ½” x 100’ - black
- One (1) – Heavy Rescue Organizer, Ref: CMC #770403, color red
- One (1) – Stokes Litter Cover, Ref: CMC #724104
- Two (2) – Chemical Light Kit (Sticks):
 - Four (4) – Red (8 hr. minimum)
 - Four (4) – Yellow (8 hr. minimum)
 - Four (4) – Blue (8 hr. minimum)
 - Four (4) – Green (8 hr. minimum)

12. **Miscellaneous:**

- 25’ of 3/8 air hose with quick change fittings and safety blow gun.
- Two (2) ZICO Model SAC-44 Space-Saver Chock Blocks (or equal) shall be mounted in horizontal holders beneath the running boards. Specific locations to be determined at the preconstruction conference.
- Two (2) Lantern, hand, 12 volt, (Ref: Streamlight Vulcon), with charger. Hand lights shall be mounted and hardwired in cab. Locations to be determined at preconstruction meeting.
- One (1) – Tow Chain, 3/8”x 25’, 5400 #, Chain shall be contained in a drawstring closure bag.
- One (1) – Emergency Flare Kit, 3 Triangles, meets or exceeds DOT Specifications, including 40 mph wind test

- Three (3) – Metal Safety Can, 2 gallon, with spout

13. Mobile Radio:

- A Kenwood 5710BK10 P25 VHF Hi band, dash mount, 45 Watt, 512 channel mobile radio with a KCT-18 Ignition Sense kit shall be provided. Radio shall include special CDF features factory installed by Kenwood. These features include:
 1. Single band radio assembly (factory installed), Kenwood labor code L1028.
 2. Key label insert for CDF control head function (factory installed), Kenwood labor code L862.
 3. High level audio output at the control head auxiliary connector (factory installed) Kenwood labor code L1008.
 4. Special "CDF" flash programming (factory installed), programming shall include the attached Radio Standard Frequency Load, Kenwood labor code L1005.
 5. Ignition sense kit KCT-18 factory installed and implemented in programming.
 6. Horn signaling output relay kit (factory installed), Kenwood labor code L1006.
- ~~A Bendix/King GPH 5102XCMD04 Handheld VHF radio, 148-174 MHz, w/antenna, shall be provided with each unit. A B/K 12 volt DC charger shall be installed and hard wired in the small compartment in the stepwell beneath the officer's seat. Features to include LZA 0531 BK Tone Operator select option, LKS 1031 BK 28 channel keyboard select option, LKS 1041 IS talk around option. Each hand held radio shall include the following:~~
 - ~~1. Two (2) Rechargeable Battery Pack #LAA 0193 Bendix/King 10-volt Ni-Cad~~
 - ~~2. One (1) Battery Holder for Replaceable 'AA' Size Cells #LAA 0139 Bendix/King~~
 - ~~3. One (1) 115 VAC Trickle Charger #LAA 0305 Bendix/King~~
 - ~~4. One (1) 13.8 VDC Trickle Charger #LAA 0340 Bendix/King~~
 - ~~5. One (1) Speaker Mike #LAA 0207 Bendix/King~~
 - ~~6. One (1) Carrying Case w/full flap #LAA 0415 Bendix/King~~

14. Fabricated Brackets / Mounts: The following shall be fabricated, mounted and/or furnished with each unit. Mounting locations shall be determined at pre-construction conference.

- One (1) – Log book holder, fabricated aluminum or stainless steel pocket to hold 10"x 9"x 2 ½" three ring log book. Sample log book will be provided at the pre-construction conference.
- One (1)- Hard Plastic Mount for 1" nozzle from hose reel, Ref: Performance Advantage Co. #1002
- Two (2)- axe mounts, one for a pick head, and one for flat head axe
- Eight (8) - mounting brackets mounted on vertical divider in pull out tool tray in front transverse compartment as follows:
 - Two (2) each for 30" bolt cutters
 - Two (2) each for Pulaski
 - Two (2) each for 36" claw wrecking bars

- Scoop shovel shall be mounted to top of rear compartment with bracket and rubber ratchet holder. Ratchet holder Ref. Performance Advantage Company Handlelok-2
- Three (3) - 2-½" ZICO Quic-Coupling Mounts mounted in drawer type tray in left side forward compartment.
- Seven (7)- Akron Brass Style 373 E-Z lock 2-½" Nozzle Holders mounted as follows:
 - Three (3) on shelf in left side forward compartment
 - Two (2) in tray in same compartment
 - Two (2) in well
- Four (4)- Red Head Brass Style M 6" Rigid Male Mounting Plates mounted as follows:
 - Three (3) on upper portion of rear wall of left side forward compartment
 - One (1) in left side of through compartment on side of ladder tunnel.
- One set of Hebert Hose Clamp brackets shall be mounted in left side through compartment on side of ladder tunnel next to 6" male mounting plate.
- Two Akron Brass Style #2443 Hydrant/Spanner wrench holders with tools shall be mounted inside left front and right rear high side compartments.
- Bracket and strap with adjustable clasp and j-hook for generator on slide out tray.
- Mount on top of hosebed cover for securing Stokes Litter and cover. Design and mounting location to be determined at pre-construction conference.
- Radio mount on top of doghouse – radio to be mounted on a swiveling platform with an easily accessed lock, so as to be able to swivel to either the engineer's or officer's side.

2. LETTERING AND STRIPING: The completed fire engine shall be striped and lettered with high-quality Reflexite reflective tape. Lettering and striping shall be computer or die cut. Application of material shall be completed in a professional manner. OES will provide OES door shields.

2.1 Body: Lower portion of the apparatus fire body shall have a full - length white reflective stripe, 5" wide, with a 3/8" wide black non-reflective border stripe. Rub rails shall have standard DOT alternating red/white reflective stripe.

2.2 Cab: Shall have the same stripe as body. Exact location of cab stripe shall be determined at pre-construction conference. Front of cab and rear of apparatus below hosebed shall be striped.

3.3 Lettering: Left and right side of the apparatus shall have the letters OES and the unit number, in black non-reflective block letters. Unit numbers shall be the same style as the OES letters. A unit number is letters "OES", space, three digit number. Four inch black numbers shall be provided. Example: OES 366.

Front and rear unit number shall be white reflective with black shading, mounted on an aluminum or stainless plate. Lettering shall be 10" high.

A graphic sign shall be applied to each side of the body buildup. Graphic to read: "Urban Search & Rescue Type 3". Exact location shall be determined at the preconstruction conference. OES will supply the graphic sign.

- 3.4 **Cab Roof:** Shall have minimum 24" black, block letters indicating OES Unit Number
- 3.5 **Cab Doors:** Shall have black reflective lettering, approximately 2 1/2" in height, with approximately 3/8" stroke, stating GOVERNOR'S OFFICE OF EMERGENCY SERVICES.
- 3.6 **Front Bumper:** Front bumper shall have alternating red and yellow 3" reflective stripes in a chevron pattern.
- 3.7 **Rear Compartment Doors:** Rear compartment doors shall have alternating red and yellow 3" reflective stripes in a chevron pattern mounted on separate smooth metal panels.

AGENDA ITEM

TO: Honorable Mayor Warren and Members of the City Council
FROM: Wayne Peabody, Fire Chief/Interim City Manager
SUBJECT: Request for Joining a MOU between 3 core and City of Willows

RECOMMENDATION

Staff Recommends to Council approve by motion, to enter into Memorandum of Understanding Between City of Willows and 3 Core Inc. and authorize the Interim City Manager to sign the agreement and provide all documents that are requested.

SITUATION (or BACKGROUND):

We are requesting to join forces with 3 Core Inc, in a grant application that will request funding to support the cost of purchasing our new engine. At the request of the City 3 Core will prepare a funding application to the USDA-RD under the Community Facilities Loan and Grant program. If this application is awarded, the City could get a maximum amount of 55% \$313,500. Through this program the City would be responsible for the match of 45% or \$256,500. The attached MOU outlines the proposal and documents that will be needed.

FINANCIAL CONSIDERATIONS:

The City will find lease opportunities for the \$256,500 and use the \$50,000 that was allocated as part of the approved 2019/20 Adopted Budget from the Fire-Development Impact Fee Fund (Fund 356). Fund 356 will be utilized until exhausted (balance of approximately \$130,000 as of 6/30/19), at which point in two years the General Fund will take over lease payments.

NOTIFICATION

Willows Volunteer Board of Directors
Willows Public Safety Association
Willows Rural Fire Protection District

ALTERNATE ACTION

- Approve as Recommended
- Reject Request for Proposal

October 8, 2019

-Request Further Information

RECOMMENDATION

Staff Recommends to Council approve by motion, to enter into Memorandum of Understanding Between City of Willows and 3 Core Inc. and authorize the Interim City Manager to sign the agreement and provide all documents that are requested.

Respectfully submitted,



Wayne Peabody
Interim City Manager

ATTACHMENTS:

Memorandum of Understanding between City of Willows and 3 Core Inc

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CITY OF WILLOWS (CITY)
AND
3CORE, INC.

I. PURPOSE

This MOU outlines the participating organizations' mutual understanding of the funding commitment and process to apply for Federal funding through the United States Department of Agriculture - Rural Development (USDA-RD). The grant application will request funding to support the cost to purchase a new HME Ahrens-Fox Models 18 Type 1 fire apparatus; estimated to be \$570,000.

3CORE is the Federally designated Economic Development District for the region. At the request and direction of the City, 3CORE, on behalf of the City, will be preparing a funding application to USDA-RD under the Community Facilities Loan and Grant Program; this application is being made to the Grant Program for the maximum amount of \$313,500. If the application is awarded, the City will be the grant administrator through completion of the approved scope of work and acceptance and close-out of the grant by the USDA-RD.

II. PARTIES

The party to this MOU is the City of Willows and is hereafter referred to as the "Participant". The Participant is the sole beneficiary under this MOU.

The Participant agrees to commit to funding the required USDA-RD program match in the minimum amount of 45% or \$256,500. The Participant agrees and understands that 1) match must be from non-federal sources, and 2) that the match, once committed, is non-refundable unless the application for funding is denied.

Participant acknowledges and agrees that there is no warranty on the part of 3CORE that the application for financial support will result in actual funding by USDA-RD and/or that the full amount of such request will be funded.

III. SCOPE AND TIMELINES

At the direction of the Participant, 3CORE will pursue a general scope of work that includes the following:

1. Submission of an application that includes a detailed Project Narrative, Project Budget and Scope of Work consisting of the one-time equipment purchase.

The project timeline is expected to start at the application submission, anticipated to be on or about October 30, 2019. USDA-RD review and approval may take as long as December 31, 2019. Issuance and execution of grant agreements are expected to be on or near March 1, 2020. Project deliverables may be completed on or near March 1, 2021. All parties acknowledge and agree that there is no warranty on the part of 3CORE that the project timelines can be guaranteed.

IV. FEES FOR SERVICE.

Participant agrees to compensate 3CORE, Inc. for the completion and submission of said USDA-RD application according to the schedule set forth in Exhibit B.

V. PROVISION OF APPLICATION INFORMATION

Application Information is to be provided to 3CORE as requested, in a timely manner, and includes the items identified on the Application Checklist attached to this Agreement as Exhibit A. The provision of additional information on and above those items listed on Exhibit A may be required and necessary. Exhibit A may include dates under which the requested information is to be provided. Delays in the provision of this information could result in the application not being accepted by the funding agency.

VI. RESPONSIBILITIES UNDER THIS MOU BY PARTICIPANT

1. Participant agrees to provide proof of availability commitment of match before the submission of the grant applications to USDA-RD;
2. Participant understands that the USDA-RD grant approval process is competitive and there is no guarantee that the funding application will be approved;
3. Participant shall provide evidence of approval by their governing body authorizing Participant to empower 3CORE to apply for USDA-RD funding on their behalf;
4. Participant agrees and understands that additional information may be required during the application process and, if the grant is approved, through the grant implementation and close-out. Participant agrees to abide by timelines requested by 3CORE;
5. Participant agrees that they will not unreasonably withhold their consent to USDA-RD required or recommended changes regarding the Scope of Work or any part of the applications for funding; and
6. Participant shall submit all financial and performance reports required by the funders.

VII. RESPONSIBILITIES UNDER THIS MOU BY 3CORE

1. 3CORE agrees, in the format required by USDA-RD, to prepare an application for funding as outlined in this MOU. 3CORE may modify the Scope of Work, at the direction of USDA-RD to better align the grant purposes with funding priorities and to improve the chances of application approvals. 3CORE will make its best effort to obtain a consensus with the Participant on any changes recommended by USDA-RD; and
2. 3CORE shall be subject to a mutual non-disclosure provision whereby confidential information disclosed to 3CORE shall not be used for their own use or for any purpose except to carry out discussions concerning the activities under this MOU. 3CORE will take reasonable steps to prevent the disclosure of confidential information for unauthorized purposes. When necessary, 3CORE and Participant may develop supplementary procedures outside of this general MOU.

VIII. MODIFICATION

It is mutually understood and agreed that the Participant may request modifications or additions to the Scope of Work until the actual grant application submission date. Any such modifications or additions to the Scope of Work will comply with MOU Sections VI and VII. It is the intention of 3CORE to maintain, modify, or expand the Scope of Work under this MOU consistent with the best interest of the Participant.

IX. TERMINATION

It is mutually understood and agreed by the Participant and 3CORE that either participating organization under this agreement may request termination by giving a 15-day written notice to the other participating organization, until the grant application submission date. Any such termination will require the acceptance of both participating organizations. It is mutually understood and agreed that participating organizations may not terminate or withdraw once the application is submitted.

X. COUNTERPARTS

This MOU may be executed in counterparts and by facsimile signature, each of which shall be an original instrument and all of which shall together constitute one and the same agreement. For all purposes, duplicate unexecuted pages of the counterparts may be discarded, and the remaining pages assembled as one document.

XI. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of Participant and 3CORE and shall be in force from the date of execution by all parties until terminated.

City of Willows

By: _____

Date _____

3CORE

By: Paula Reed

Date 9/30/19

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CITY OF WILLOWS
AND
3CORE, INC

EXHIBIT A - Application Information and Checklist

Information to be provided to 3CORE by Friday, October 11, 2019

- ☐ Most Current Audited Financial Statements for the City.
- ☐ Final Project Budget to include all costs associated with this funding request.
- ☐ Minimum 2 letters of support from agencies mentioned in the grant inquiry who the City is working closely with on this project. 3CORE can provide one of the support letters.

USDA Grant Application Forms:

- ☐ Applicant Feasibility Report Form 1942-54 (attached) – City to complete
- ☐ Operating Budget Form 0575-0015 – City to complete
- ☐ Projected Cash Flow Form 0575-0015 pg. 2 – City to prepare
- ☐ Community Facilities Grant Certification – 3CORE to prepare, City to execute
- ☐ Certification for Contracts, Grants and Loans Form 1490 Q - 3CORE to prepare, City to execute
- ☐ California State Clearing House Letter and SF424 - 3CORE to prepare, City to execute
- ☐ Assurance Agreement Form 0575-18 – 3CORE to prepare, City to execute
- ☐ Equal Opportunity Agreement Form 1890-0014 – 3CORE to prepare, City to execute
- ☐ Certification Regarding Drug Free Environment Form AD 1049– 3CORE to prepare, City to execute
- ☐ Certification Regarding Debarment Form AD 1047– 3CORE to prepare, City to execute
- ☐ Assurances – Non-Construction Form 424B – 3CORE to prepare, City to execute
- ☐ Budget Information Form 424A – 3CORE to prepare, City to review
- ☐ Application Form 424 – 3CORE to prepare, City to execute

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
CITY OF WILLOWS
AND
3CORE, INC**

EXHIBIT B – FEES FOR SERVICES

Fee for services rendered will be billed at a rate of \$85.00 per hour and will not exceed Five Thousand Dollars (\$5,000.00) during the term of this Agreement unless authorized in writing by the City of Willows.

3CORE, Inc. shall invoice the City of Willows, at a minimum, on a monthly basis with the payable due within fourteen (14) days from the date of the invoice. A summary of services performed will accompany all invoices.