

**CORCORAN CITY COUNCIL,
JOINT POWERS FINANCE AUTHORITY,
SUCCESSOR AGENCY FOR CORCORAN RDA,
& HOUSING AUTHORITY
AGENDA**

**Veteran's Memorial Building
1000 Van Dorsten Ave
Corcoran, CA 93212**

**Tuesday, January 23, 2024
5:30 P.M**

Public Inspection: A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (559) 992-2151.

ROLL CALL

Mayor:	Jeanette Zamora-Bragg
Vice Mayor:	Pat Nolen
Council Member:	Greg Ojeda
Council Member:	Sidonio "Sid" Palmerin
Council Member:	Jerry Robertson

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION (Verbal and Written)

Members of the audience may address the Council or submit written comments on non-agenda items; however, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment or provide written comments on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The council members ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

2. **CONSENT CALENDAR (VV)**

All items listed under the consent calendar are routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

2-A. Approval of minutes for the meeting of the City Council on January 9, 2024.

2-B. Authorization to read ordinances and resolutions by title only.

2-C. Approve Revision to Resolution 3980 regarding the approval of the 23 Cal Home application to the Housing and Community Development Department of the State of California. (HCD)

3. **APPROPRIATIONS**

3-A. Approval of Warrant Register dated January 23, 2024. (*Pineda*) (VV)

4. **PRESENTATIONS** -None

5. **PUBLIC HEARING**

5-A. Public Hearing to discuss the City's Community Development Block Grant Closeout of 20-CDBG-CV-2-3-005 Grant. (*Tromborg*) (VV)

A. Open Public hearing

B. Staff Report

C. Accept written testimony

D. Accept oral testimony

E. Close hearing

F. Council discussion

G. By motion, approve/approve with changes/deny recommendation

6. **STAFF REPORTS**

6-A. Consider approval of revision to City improvements Standards for C-2, C-2A, C-4 and C4-A. (*Tromborg*) (VV)

6-B. Approve the Police Chief Employment Agreement and Salary Resolution Amendment. (*Gatzka*) (VV)

6-C. Consider approval of the Corcoran Chamber of Commerce Agreement and authorize the Mayor to sign on behalf of the City. (*Gatzka*) (VV)

7. **MATTERS FOR MAYOR AND COUNCIL**

6-A. Upcoming Events/Meetings

6-B. City Manager's Report

6-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*

6-D. Committee Reports

8. **CLOSED SESSION** -None

9. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1000 Van Dorsten Avenue on January 19, 2024.



Marlene Spärr, City Clerk

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:
ABSTAINED:

- 2-A. Approval of minutes for the meeting of the City Council on December 12, 2023.
- 2-B. Authorization to read ordinances and resolutions by title only.

3. **APPROPRIATIONS**

Following Council discussion, a **motion** was made by Nolen and seconded by Palmerin to approve the Warrant Register dated December 26, 2023, and January 9, 2024. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson and Zamora-Bragg
NOES:
ABSENT:

4. **PRESENTATIONS** -None

5. **PUBLIC HEARING** -None

6. **STAFF REPORT** -None

7. **MATTERS FOR MAYOR AND COUNCIL**

- 6-A. Upcoming Events/Meetings
- 6-B. City Manager's Report
- 6-C. Council Comments/Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
- 6-D. Committee Reports

8. **CLOSED SESSION**

The City Council convened in closes session at 6:09 p.m.

8-A. **PERSONNEL** (Government Code § 54957(b)). It is the intention of this governing body to meet in closed-session to:

- Consider the discipline, dismissal or release of a public employee.
- Hear complaints or charges against a public employee.
- Consider public employee appointment/employment for the position of:

Consider public employee performance evaluation for the position of:
_____ City Manager _____

The regular meeting was reconvened at 7:13 p.m.

9. **ADJOURNMENT**

7:15 P.M.

Marlene Spain, City Clerk

Mayor, Jeanette Zamora-Bragg

APPROVED DATE: _____

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

CONSENT CALANDER
ITEM #: 2-C

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg, Community Development Director

DATE: January 18, 2024,

MEETING DATE: January 23, 2024

SUBJECT: Revision to Resolution 3980 regarding the approval of the 23 Cal Home application to the Housing and Community Development Department of the State of California. (HCD)

RECOMMENDATION: Staff recommends approval of the required revisions of Resolution 3980 regarding the HCD /Cal Home application to be used for housing rehabilitation and First-Time home buyers.

DISCUSSION: HCD legal team has required minor revisions be made to resolution 3980 before the agreement can be processed. HCD requires the throughout the resolution the City of Corcoran be referred to as "The City of Corcoran, a California Municipal Corporation and that in section 3 and 4 The reference to grant be capitalized. The revisions were made and have been attached for City Council review.

BUDGET IMPACT: No impact

City Offices:

RESOLUTION NO. 3980

A RESOLUTION OF THE CORCORAN CITY COUNCIL APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2022 HOMEOWNERSHIP SUPER NOFA (HOSN) DATED FEBRUARY 28, 2023.

BE IT RESOLVED by the City of Corcoran, a California municipal corporation as follows:

SECTION 1:

The City of Corcoran, a California Municipal Corporation has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, \$5,000,000 for the following HOSN activities pursuant to the 2023 HOSN Notice of Funding Availability (NOFA):

List activities and amounts

<i>CalHome Owner-Occupied Rehabilitation</i>	\$ <u>500,000</u>
<i>CalHome First-Time Homebuyer Program</i>	\$ <u>500,000</u>

SECTION 2:

The City of Corcoran, a California Municipal Corporation hereby authorizes and directs the Corcoran City Manager, or designee, to execute and deliver all applications and act on the City of Corcoran's behalf in all matters pertaining to all such applications.

SECTION 3:

If an application is approved, the Corcoran City Manager, or designee, is authorized to enter in, execute and deliver the Standard Agreement and any/all subsequent amendments thereto with the State of California for the purposes of the "Grant."

SECTION 4:

If an application is approved, the Community Development Director, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the "Grant."

SECTION 5:

The application in full is incorporated as part of the Standard Agreement. All activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Corcoran, a California Municipal Corporation acknowledges and agrees that it may be required to execute any/all other instruments necessary or required by HCD for participation in the HOSN Program.

PASSED AND ADOPTED at a regular meeting of the of the City of Corcoran, a California Municipal Corporation held on February 28, 2023.

The undersigned Marlene Spain, City Clerk of the City of Corcoran there before named does hereby attest and certify that the foregoing is a true and full copy of a resolution of the Governing Board adopted at a duly convened meeting on the date above-mentioned.

AYES:

NOES:

ABSENT:

APPROVED: _____
Jeanette Zamora-Bragg, Mayor

ATTEST: _____
Marlene Spain, City Clerk

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. This language may require modification and customization to accurately reflect your entity and/or your entity's participation in the Program. Accordingly, the Department encourages each entity to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to participate in the Department's Program. Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Program Loan Documents and/or the Program Grant Documents may result in the Department rejecting the Authorizing Resolution.
2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the legal authority of the entity's governing body. The entity must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially in line with this template.
3. **Authorized Signatory or Signatories, Designee.** As a public entity, the entity may designate an authorized signatory by identifying only the title of that individual. The entity may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Loan Documents and/or the Program Grant Documents individually or collectively. In addition, the entity may authorize a designee of the authorized signatory to execute the Program Loan Documents and/or the Program Grant Documents. In such a case, the entity must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the entity.
4. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Loan Documents and/or the Program Grant Documents on behalf of the entity.

City of

CORCORAN

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Appropriations
ITEM #: 3-A

MEMORANDUM

TO: City Council
FROM: Sandra Pineda, Finance Director
DATE: 1/23/24 **MEETING DATE:** 1/23/24
SUBJECT: Warrant Register

Recommendation:

Consider approval of the warrant register(s).

Discussion:

The attached appropriations are for services and supplies utilized by City Departments in order to maintain services for the community. The warrant register(s) will be reviewed at the upcoming meeting and staff can address any questions from Council Members.

Budget Impact:

The warrant register includes expenses approved in the Fiscal Year **2023/2024** Budget and may include items which will be addressed through Budget Amendments.

Attachments:

- Warrant Register #1 for warrant request date: 1/10/2024

Accounts Payable

Blanket Voucher Approval Document



#1

User: Imustain
Printed: 01/10/2024 - 11:27AM
Warrant Request Date: 1/10/2024
DAC Fund:

Batch: 00502.01.2024 - Wrnt Rgstr 1/23/24 FY24

Line	Claimant	Amount
1	A & M Consulting Engineers	5,895.00
2	Alexander's Electric Motor Shop	6,024.31
3	Amtrak	530.00
4	Amtrak	530.00
5	Auto Zone, Inc.	656.77
6	Az Auto Parts	552.93
7	BB Screen Printing	215.42
8	Bogie's Pump Systems	835.49
9	BSK Associates	1,841.00
10	C3 Electric	6,400.78
11	City of Avenal	9,325.80
12	City of Corcoran	154.72
13	Cline's Business Equipment, Inc.	320.25
14	Corcoran Hardware	9.73
15	Corcoran Heating & Air	274.00
16	Corcoran Publishing Company	555.00
17	Data Ticket Inc	200.00
18	Dept of Conservation	374.41
19	Dept of Justice	482.00
20	Direct Distributing, Inc.	956.18
21	Division of State Architect	194.80
22	E Source Companies LLC	2,700.00
23	Expert Investigations Group	1,200.00
24	Felder Communications	1,583.26
25	Ferguson Enterprises, Inc	134,839.23
26	Frontier Communications	491.91
27	Frontier Communications	132.61
28	Frontier Communications	102.09
29	Frontier Communications	348.42
30	Frontier Communications	152.18
31	Frontier Communications	260.15
32	Frontier Communications	43.23
33	Galindo Farms Discing	240.00
34	Gary V. Burrows Inc.	1,935.21
35	Gary V. Bufkin	2,500.00
36	Hinderliter, deLlames & Assoc	1,463.14
37	Home LLP	798.73
38	Jorgensen & Company	2,893.00
39	JT2 Inc.	4,416.64
40	Kings County Clerk	40.00
41	Kings Waste & Recycling	45,297.50
42	Law & Associates Investigations	1,600.00
43	Leaf Capital Funding LLC	186.00
44	Matson Alarm Co. Inc.	137.50
45	Matt Chavez	150.00
46	Navia Benefit Solutions	64.90

47	Nolan's Plumbing	4,400.00
48	PG&E	740.98
49	PG&E	311.89
50	PG&E	12,682.88
51	PG&E	6,228.35
52	PG&E	3,095.32
53	PG&E	205.80
54	PG&E	108,321.02
55	Pizza Factory	156.36
56	Plain Insane Graphics	347.40
57	Santa Rosa Rancheria	561.94
58	Self Help Enterprises	571.00
59	Shane Bewarder	54.12
60	Steve Dovali Construction	40,997.25
61	Sunset Landscapes, Inc	4,750.00
62	Superior Recreational Products	2,869.03
63	Superway Market	1,500.00
64	The Gas Company	92.66
65	The Gas Company	767.14
66	The Gas Company	467.59
67	The Gas Company	267.84
68	The Gas Company	379.33
69	The Printer	2,368.47
70	Trans Union LLC	81.56
71	TSA Consulting Group, Inc.	50.00
72	Tulare County Jail-Industries Engraving Program	854.98
73	Tule Trash Company	3,734.49
74	Turnupseed Electric Svc Inc	1,657.44
75	Univar USA Inc	2,679.19
76	Verizon Wireless	1,057.27
77	Verizon Wireless	418.11
78	Verizon Wireless	1,057.52
79	Verizon Wireless	418.11
80	Vulcan Materials Company	602.31
81	Wells Fargo Bank, N.A.	8,028.54
82	West Valley Construction Company, Inc.	701,281.63
83	WEX BANK	13,054.71

Grand Total: \$1,167,016.52

Accounts Payable

Voucher Approval List

User: Imustain
Printed: 01/10/2024 - 11:27AM
Batch: 00502.01.2024 - Wrnt Rgstr 1/23/24 FY24



Warrant Date	Vendor	Description	Account Number	Amount
1/10/2024	A & M Consulting Engineers	PC 504 BENRUS CGSW	104-406-300-200	185.00
1/10/2024	A & M Consulting Engineers	PC 504 BENRUS CGSW	104-406-300-200	185.00
1/10/2024	A & M Consulting Engineers	SEQ PHASE 1 STRING LINE INSPECTION	104-406-300-200	420.00
1/10/2024	A & M Consulting Engineers	SEQ PHASE 1 ENG INSP WATER LINE	104-406-300-200	420.00
1/10/2024	A & M Consulting Engineers	ENG REVIEW 446 450 6 1/2	104-406-300-200	277.50
1/10/2024	A & M Consulting Engineers	CGSW INSPECTION 504 BENRUS	104-406-300-200	277.50
1/10/2024	A & M Consulting Engineers	SEQ PHASE 1 WCG POUR INSPECTIONS 12/12, 12/13, 12/14	104-406-300-200	3,570.00
1/10/2024	A & M Consulting Engineers	SEQ PHASE 1 WATER LINE INSPECTION	104-406-300-200	560.00
1/10/2024	Alexander's Electric Motor Shop	STORM STATION PUMP SIERRA BASIN	121-439-300-140	2,385.60
1/10/2024	Alexander's Electric Motor Shop	STORM STATION PUMP SIERRA BASIN	121-439-300-140	3,638.71
1/10/2024	Amtrak	10 TEN RIDES	145-410-300-292	530.00
1/10/2024	Amtrak	10 TEN RIDES	145-410-300-292	530.00
1/10/2024	Auto Zone, Inc.	UNIT 201 FILTERS FOR SERVICE	104-433-300-260	34.29
1/10/2024	Auto Zone, Inc.	UNIT 167 FOG LIGHTS	104-421-300-260	24.67
1/10/2024	Auto Zone, Inc.	UNIT 202 WIPER BLADES	109-434-300-260	37.43
1/10/2024	Auto Zone, Inc.	UNIT 282 FILTERS FOR SERVICE	104-421-300-203	30.72
1/10/2024	Auto Zone, Inc.	SUPPLIES FOR STOCK USE SHOP	104-433-300-210	31.90
1/10/2024	Auto Zone, Inc.	STOCK MOTOR OIL FOR PD EXPLORERS	104-421-300-260	474.52
1/10/2024	Auto Zone, Inc.	FILTERS FOR SERVICE	105-437-300-260	6.05
1/10/2024	Auto Zone, Inc.	FILTERS FOR SERVICE	120-435-300-260	17.19
1/10/2024	Az Auto Parts	UNIT 216 PARTS	145-410-300-260	43.04
1/10/2024	Az Auto Parts	UNIT 216 PLUGS	145-410-300-260	89.74
1/10/2024	Az Auto Parts	UNIT 285 WIPER BLADES	105-437-300-260	24.92
1/10/2024	Az Auto Parts	UNIT 284 OIL	105-437-300-210	29.38
1/10/2024	Az Auto Parts	UNIT 216 PARTS	145-410-300-260	137.38
1/10/2024	Az Auto Parts	UNIT 216 COIL & PARTS	145-410-300-260	130.16
1/10/2024	Az Auto Parts	UNIT 188 WIPER BLADES	104-406-300-194	24.92
1/10/2024	Az Auto Parts	WD 40 SUPPLIES FOR WTP	105-437-300-210	73.39
1/10/2024	BB Screen Printing	COM DEV JACKETS AND PRINTING	104-406-300-210	215.42

1/10/2024	Bogie's Pump Systems	WWTP PUMP MAINTENANCE	120-435-300-140	835.49
1/10/2024	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	243.00
1/10/2024	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	243.00
1/10/2024	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	381.00
1/10/2024	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	160.00
1/10/2024	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	120.00
1/10/2024	BSK Associates	QUANTI TRAY TOTAL COLIFORM & E. COLI	105-437-300-200	243.00
1/10/2024	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	120.00
1/10/2024	BSK Associates	WELL SAMPLING	105-437-300-200	82.00
1/10/2024	BSK Associates	QUANTI TRAY ARSENIC NITRATE	105-437-300-200	249.00
1/10/2024	C3 Electric	STATION 2 CHANGED MAIN SERVICE BREAKER	105-437-300-200	6,400.78
1/10/2024	City of Avenal	SERVICE CONTRACT OCT 2023	104-421-300-203	4,662.90
1/10/2024	City of Avenal	SERVICE CONTRACT NOV 2023	104-421-300-203	4,662.90
1/10/2024	City of Corcoran	CITY SVC - 1116 SHERMAN AVE	301-430-300-316	154.72
1/10/2024	Cline's Business Equipment, Inc.	USAGE NOV 2023	104-421-300-180	171.47
1/10/2024	Cline's Business Equipment, Inc.	USAGE OCT 2023	104-421-300-180	148.78
1/10/2024	Corcoran Hardware	EXT CORD - TYLER	104-406-300-210	9.73
1/10/2024	Corcoran Heating & Air	REPLACE FAN LIMIT	104-421-300-210	179.00
1/10/2024	Corcoran Heating & Air	SERVICE CALL	104-421-300-210	95.00
1/10/2024	Corcoran Publishing Company	NIXEL NOV	104-421-300-156	72.00
1/10/2024	Corcoran Publishing Company	CITY CHRISTMAS AD FOR DEC 2023	104-401-300-156	200.00
1/10/2024	Corcoran Publishing Company	DEC 2023 TRINIT AD	145-410-300-156	283.00
1/10/2024	Data Ticket Inc	CODE ENF PROCESSING, ONLINE ACCESS TO CITATIONS, M	104-406-300-200	200.00
1/10/2024	Dept of Conservation	SMIP FEE COLLECTED FROM BUILDING PERMITS	104-406-300-200	374.41
1/10/2024	Dept of Justice	LIVE SCAN FEE NOV JAIL UNIT	104-421-300-148	482.00
1/10/2024	Direct Distributing, Inc.	STATION 2 STOCK DAYTONS	105-437-300-210	940.29
1/10/2024	Direct Distributing, Inc.	STATION 2 STOCK 2 1/2" COUPLINGS	105-437-300-210	15.89
1/10/2024	Division of State Architect	4TH QTR 10/2023 - 12/2023	104-406-300-200	194.80
1/10/2024	E Source Companies LLC	WSO ANNUAL WATER LOSS AUDIT	105-437-300-200	2,700.00
1/10/2024	Expert Investigations Group	VASQUEZ	104-421-300-200	500.00
1/10/2024	Expert Investigations Group	LUNA	104-421-300-200	700.00
1/10/2024	Felder Communications	PORTABLE RADIO BATTERY	104-421-300-141	803.76
1/10/2024	Felder Communications	RADIO SERVICE NOV -23	104-421-300-141	779.50
1/10/2024	Ferguson Enterprises, Inc	AMI METER PROJECT 1" RESIDENTIAL WATER METERS	105-437-300-200	116,071.31
1/10/2024	Ferguson Enterprises, Inc	METER PROJECT 4" PARTS	105-437-300-200	393.22
1/10/2024	Ferguson Enterprises, Inc	METER PROJECT 3" 4" PARTS	105-437-300-200	1,031.76
1/10/2024	Ferguson Enterprises, Inc	AMI METER PROJECT SOFTWARE	105-437-300-200	3,749.00
1/10/2024	Ferguson Enterprises, Inc	AMI METER PROJECT 1" BADGER REGISTERS	105-437-300-200	10,875.15
1/10/2024	Ferguson Enterprises, Inc	AMI METER PROJECT REGISTERS	105-437-300-200	2,718.79

1/10/2024	Frontier Communications	WTP 559-992-9218-0711065	105-437-300-220	260.15
1/10/2024	Frontier Communications	RAO 209-148-1538-030198-5	136-415-300-220	43.23
1/10/2024	Frontier Communications	VETS HALL 55999286801122995	104-432-320-220	102.09
1/10/2024	Frontier Communications	TRANSIT 559-992-1216-062118-5	145-410-300-220	116.14
1/10/2024	Frontier Communications	PW FAX 559-992-1408-091098-5	104-432-320-220	152.18
1/10/2024	Frontier Communications	WWTP 559-992-1265-091718-5	120-435-300-220	132.61
1/10/2024	Frontier Communications	PD FAX 559-992-1020-073119-5	104-421-300-220	491.91
1/10/2024	Frontier Communications	WWTP 559-992-1216-062118-5	120-435-300-220	232.28
1/10/2024	Galindo Farms Discing	PICK UP TRASH DEBRIS & LOAD DUMP FEE 1931 DAIRYAVE	104-406-300-198	240.00
1/10/2024	Gary V. Burrows Inc.	FUEL STREETS	109-434-300-250	168.23
1/10/2024	Gary V. Burrows Inc.	FUEL MECH	104-433-300-250	495.97
1/10/2024	Gary V. Burrows Inc.	FUEL PD	104-421-300-250	659.83
1/10/2024	Gary V. Burrows Inc.	FUEL WWTP	120-435-300-250	611.18
1/10/2024	Gary V. Bufkin	ANNUAL SYSTEM SUPPORT FEE	104-406-300-200	2,500.00
1/10/2024	Hinderliter, deLlames & Assoc	CONTRACT SERVICES - SALES TAX OCT - DEC 2023	104-405-300-200	1,163.14
1/10/2024	Hinderliter, deLlames & Assoc	CONTRACT SERVICES - TRANSACTION TAX OCT - DEC 2023	104-405-300-200	300.00
1/10/2024	Horne LLP	REC'D LIHWAP CK ON CLOSED ACCT. CANNOT APPLY TO RE	112-436-300-200	798.73
1/10/2024	Jorgensen & Company	ALARM SYSTEM - RAO	136-415-300-200	2,893.00
1/10/2024	JT2 Inc.	PROP 68 GRANT CONSTRUCTION OF GATEWAY PARK DEC 2	307-449-500-530	4,416.64
1/10/2024	Kings County Clerk	RECORDED RECONS 11/21/23	301-430-300-200	40.00
1/10/2024	Kings Waste & Recycling	(30) GREEN WASTE - 175.84 UNITS/TON	112-436-300-192	7,033.60
1/10/2024	Kings Waste & Recycling	MISC COMMODITY 539.58 UNITS/TON	112-436-300-192	34,361.65
1/10/2024	Kings Waste & Recycling	16 BLUE CANS 70.95 UNITS/TON	112-436-300-192	3,902.25
1/10/2024	Law & Associates Investigations	BG INVESTIGATION OCHOA	104-421-300-200	800.00
1/10/2024	Law & Associates Investigations	BG INVESTIGATION ZUNIGA	104-421-300-200	800.00
1/10/2024	Leaf Capital Funding LLC	COPIER SERVICE RENTAL	104-421-300-180	186.00
1/10/2024	Matson Alarm Co. Inc.	RAO ALARM SYSTEM MONITORING & SVC JAN 2024	136-415-300-200	137.50
1/10/2024	Matt Chavez	UNIFORM BOOTS REIMURSEMENT FY 24	120-435-200-125	150.00
1/10/2024	Navia Benefit Solutions	COBRA ADMIN 12/1/23-12/31/23	104-402-300-200	64.90
1/10/2024	Nolan's Plumbing	BACKFLOW TESTING FOR CITY	105-437-300-200	4,400.00
1/10/2024	PG&E	99497000756-9 SALYER LANDSCAPING & LIGHTING	111-601-300-240	9.86
1/10/2024	PG&E	99497000756-9 STREET LIGHTS	109-434-300-240	940.16
1/10/2024	PG&E	99497000756-9 STORM DRAIN	121-439-300-240	10,587.91
1/10/2024	PG&E	99497000756-9 WWTP	120-435-300-240	10,670.35
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	111-601-300-240	83.05
1/10/2024	PG&E	99497000756-9 VETS HALL	104-432-320-240	282.26
1/10/2024	PG&E	1226827848-3 SE NE SW 25 21 22	105-437-300-240	12,682.88
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	111-604-300-240	97.82
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	109-434-300-240	5,623.70

1/10/2024	PG&E	99497000756-9 GOV BLDGS	104-432-300-240	5,888.97
1/10/2024	PG&E	1301593806-4 911 HANNA AVE	104-432-300-240	3,095.32
1/10/2024	PG&E	2678944491-1 500 OTIS AVE	104-412-300-240	740.98
1/10/2024	PG&E	99497000756-9 PARKS	104-412-300-240	1,068.82
1/10/2024	PG&E	99497000756-9 POOL	138-413-300-200	3,627.19
1/10/2024	PG&E	99497000756-9 WATER PUMPS	105-437-300-240	74,432.20
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	111-603-300-240	15.44
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	111-605-300-200	88.87
1/10/2024	PG&E	99497000756-9 DEPOT	145-410-300-240	813.30
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	104-412-300-240	13.73
1/10/2024	PG&E	5304135173-4 STREET LIGHTING	111-602-300-200	305.74
1/10/2024	PG&E	2777783766-0 SE NE NE 12 21 22	105-437-300-240	205.80
1/10/2024	PG&E	1056173633-0 1311 1/2 HANNA	301-430-300-316	311.89
1/10/2024	Pizza Factory	PAL SOCCER	331-425-300-210	156.36
1/10/2024	Plain Insane Graphics	VINYL REPAIR UNIT 266	104-421-300-260	347.40
1/10/2024	Santa Rosa Rancheria	STATE ALLOCATION WELL 5F GRANT FEB 23 CULTURAL MC	105-437-500-519	561.94
1/10/2024	Self Help Enterprises	CV 2 01/2023 TO 7/31/2023	276-551-300-200	571.00
1/10/2024	Shane Bewarder	UNIFORM FOR CRISIS NEGOTATION TRAINING	104-421-300-230	54.12
1/10/2024	Steve Dovali Construction	STATE ALLOCATION WELL 5F GRANT DEC PROGRESS	105-437-500-519	40,997.25
1/10/2024	Sunset Landscapes, Inc	PROP 68 GRANT SNACK SHACK LANDSCAPE	307-449-500-530	4,750.00
1/10/2024	Superior Recreational Products	PROP 68 GRANT PO# 24850 BECNH PARTS AT GATEWAY	307-449-500-530	2,869.03
1/10/2024	Superway Market	CATERING FO REMPLOYEE YEARS OF SERVICE	104-402-300-215	1,500.00
1/10/2024	The Gas Company	05463252576 CITY HALL	104-432-300-242	267.84
1/10/2024	The Gas Company	11971525008 PUBLIC WORKS	104-432-300-242	379.33
1/10/2024	The Gas Company	12602978541 750 NORTH AVE - WATER HEATER	104-432-300-242	92.66
1/10/2024	The Gas Company	11484795064 POOL	138-413-300-200	767.14
1/10/2024	The Gas Company	06301527005 WWTP	120-435-300-242	467.59
1/10/2024	The Printer	WINDOW & REGULAR ENVELOPES	104-432-300-150	2,368.47
1/10/2024	Trans Union LLC	PROF SRV/BACKGROUNDS NOV 23	104-421-300-200	81.56
1/10/2024	TSA Consulting Group, Inc.	DEC 2023 SERVICES FEE FOR 401 A PLAN ADMIN	104-405-300-200	50.00
1/10/2024	Tulare County Jail-Industries Engraving Progr	ORNAMENTS	104-421-300-210	201.81
1/10/2024	Tulare County Jail-Industries Engraving Progr	NOTEPADS	331-425-300-210	653.17
1/10/2024	Tule Trash Company	DUMP FEE	112-436-300-192	302.90
1/10/2024	Tule Trash Company	DUMP FEE	112-436-300-192	124.80
1/10/2024	Tule Trash Company	PULL FEE	112-436-300-200	1,038.80
1/10/2024	Tule Trash Company	WATER METER PROJECT - TRASH 10YD	105-437-300-200	200.14
1/10/2024	Tule Trash Company	PULL FEE	112-436-300-200	524.80
1/10/2024	Tule Trash Company	MISC CHARGES, ADDL PU, CONTAM FEE & OVERAGE DEC 2.	112-436-300-192	493.45
1/10/2024	Tule Trash Company	PULL FEE	112-436-300-200	1,049.60

1/10/2024	Turnupseed Electric Svc Inc	STADIUM STORM STATION REPAIR	121-439-300-140	1,657.44
1/10/2024	Univar USA Inc	RAC POOL BULK CHEMICALS	138-413-300-200	2,679.19
1/10/2024	Verizon Wireless	CELL PHONE SERVICE	104-421-300-221	1,057.27
1/10/2024	Verizon Wireless	DATA DEC 2023	104-421-300-221	418.11
1/10/2024	Verizon Wireless	CELL PHONE SERVICE	104-421-300-221	1,057.52
1/10/2024	Verizon Wireless	DATA NOV 2023	104-421-300-221	418.11
1/10/2024	Vulcan Materials Company	PO# 24849 ASPHALT FOR STREET REPAIR	109-434-300-213	602.31
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	18.10
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	18.10
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	2.26
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	289.68
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	36.22
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	2.26
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	2.26
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	120-435-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	105-437-300-200	18.10
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	18.10
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
1/10/2024	Wells Fargo Bank, N.A.	MEASURE A GATEWAY PARK SNACK SHACK PROJECT COOI	138-413-300-200	1,346.85
1/10/2024	Wells Fargo Bank, N.A.	MEASURE A GATEWAY PARK SNACK SHACK PROJECT COOI	138-413-300-200	2,628.00
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-432-300-200	271.57
1/10/2024	Wells Fargo Bank, N.A.	MEASURE A GATEWAY PARK SNACK SHACK PROJECT COOI	138-413-300-200	2,628.00
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	145-410-300-200	2.26
1/10/2024	Wells Fargo Bank, N.A.	TEMP WORKER G. PASTOR	104-412-300-200	16.97
1/10/2024	West Valley Construction Company, Inc.	WATER METER PROJECT INSTALLATION 10/1-11/30/23	105-437-300-200	701,281.63
1/10/2024	WEX BANK	NOV DEC FUEL	104-431-300-250	460.24
1/10/2024	WEX BANK	NOV DEC FUEL G. MEDINA	145-410-300-250	1,195.24
1/10/2024	WEX BANK	NOV DEC FUEL	104-432-300-250	199.09

1/10/2024	WEX BANK	NOV DEC FUEL	105-437-300-250	2,018.46
1/10/2024	WEX BANK	NOV DEC FUEL	109-434-300-250	574.43
1/10/2024	WEX BANK	NOV DEC FUEL PD	104-421-300-250	5,813.20
1/10/2024	WEX BANK	NOV DEC FUEL COM DEV	104-406-300-250	98.56
1/10/2024	WEX BANK	NOV DEC FUEL	104-412-300-250	711.81
1/10/2024	WEX BANK	NOV DEC FUEL	120-435-300-250	834.84
1/10/2024	WEX BANK	NOV DEC FUEL LISA JONES	145-410-300-250	960.91
1/10/2024	WEX BANK	REBATE & FEE	104-432-300-250	10.00
1/10/2024	WEX BANK	NOV DEC FUEL COM DEV	104-406-300-250	168.15
1/10/2024	WEX BANK	NOV DEC FUEL COM DEV	104-406-300-250	89.58
1/10/2024	WEX BANK	REBATE & FEE	104-432-300-250	-79.80
			Warrant Total:	1,167,016.52

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

**PUBLIC HEARING
ITEM #: 5-A**

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg, Community Development Director

DATE: January 17, 2024, **MEETING DATE:** January 23, 2024

SUBJECT: PUBLIC HEARING TO DISCUSS THE CITY’S COMMUNITY DEVELOPMENT BLOCK GRANT CLOSEOUT OF 20-CDBG-CV-2-3-0055 GRANT

BACKGROUND: (Voice Vote) Closeout of 20-CDBG-CV-2-3-00055

The City was awarded \$347,223.00 in CDBG-CV2.3 funds in response to the pandemic to aid City of Corcoran residents affected by Covid-19 in the form of subsistence payments for mortgage, rent, and utility assistance and/or payments. Permission to incur cost and begin accepting applications was received on September 2,2021. The program provided income eligible households with up to \$5,000 in assistance to cover past due and/or currently due mortgage payments, rent payments, and utility expenses for up to 3 consecutive months as grants with no repayment obligation.

Applications Received	186
Households Assisted	155
Applications Denied	31
Rental Assistance Provided	83
Mortgage Assistance Provided	31
<u>Utility Assistance Provided</u>	<u>205</u>
Total	319*

**Numbers are higher than total applications because a single application or household had requested assistance for more than one activity such as assistance with rent and utilities or mortgage and utilities.*

Households Assisted had Incomes as follows:

Very-low income	82
Low income	47
<u>Moderate income</u>	<u>26</u>
Total	155

Household Demographics:

White	3
Black	7
Native American Or Alaskan	1
Asian & White	1
Hispanic	138
<u>Unknown</u>	<u>5</u>
Total	155

Female Head of Household	54
Senior Citizens	1
<u>Disabled</u>	<u>1</u>
Total	56

	Budget
Total Admin:	\$45,139
<u>Total Implementation:</u>	<u>\$302,084</u>
Total Budget:	\$347,223

Estimated Disencumbering Total \$20,449.30

The grant expired on September 1, 2023, upon approval the City will submit the final closeout documents to HCD, completing all obligations under the grant. At this time, the City anticipates disencumbering a total of \$20,449.30. However, in the case that there is a need to disencumber any additional funds, the City will work with HCD and SHE to disencumber those funds.

DISCUSSION:

When the Public Hearing is opened, citizens are encouraged to ask questions and/or comment on the closeout of the 20-CDBG-CV2-3-00055 grant or on any aspect of the CDBG Program. Citizens are also invited to submit written comments to the City or to review information on the City's CDBG Program at the City's Administration Building, 832 Whitley Ave, Corcoran, CA 93212. Write or contact the City Clerk of the City at the same address.

RECOMENDATION

1. Approve the 20-CDBG-CV2-3-00055 grant closed out report and authorize its submittal to the CA Department of Housing and Community Development, Community Development Block Grant Program.

BUDGET IMPACT:

No financial impact for the closeout of the City's CDBG-CV2-3-00055 grant.

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

STAFF REPORT
ITEM #: 6 -A

MEMORANDUM

TO: Corcoran City Council

FROM: Kevin J. Tromborg, Community Development Director

DATE: January 18, 2024, **MEETING DATE:** January 23, 2024

SUBJECT: Revisions to City of Corcoran Improvement Standards

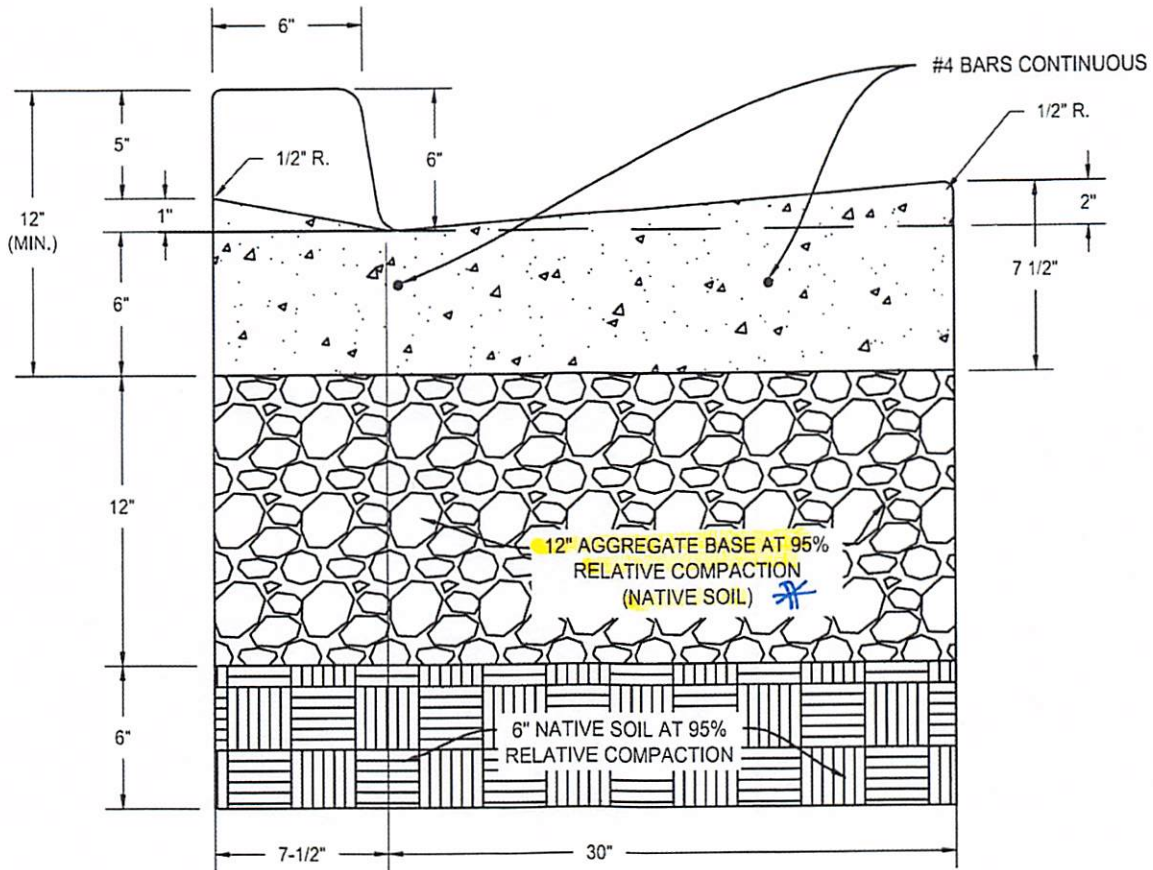
RECOMMENDATION: (Voice Vote) Staff is recommending approval of revisions to City improvement Standards C-2, C-2A, C-4, and C4-A

DISCUSSION: Our City Improvement Standards govern all construction of Public works in all public-rights-of-way throughout the city. The Standards also govern work on private property which serve a public purpose, such as sewer, water, parking lots and driveway approaches. Because of the high level of clay found in and around Corcoran and because this type of soil which is unstable and expansive the base rock content needs to be increased to increase the life and design for our sidewalks and curb and gutters.

Attachments

1. Standard C-2
2. Standard C-2A
3. Standard C-4
4. Standard C-4A

BUDGET IMPACT: The cost to revise the standards comes out of Public Works and Community Development Budget



DEPRESSED CURB

NOTES:

1. ALL CONCRETE SHALL BE CLASS 3 CONCRETE. *
2. A WEAKENED PLANE JOINT OR COLD JOINT SHALL BE INSTALLED AT THE END OF CURB RETURNS AND AT THE CENTERLINE OF PROPOSED DRIVE APPROACHES. *
3. WHERE ADA ACCESSIBLE PATH CROSSES GUTTER PAN, SLOPE IN THE DIRECTION OF TRAVEL SHALL BE 3% MINIMUM AND 4.5% MAXIMUM. *
4. WOOD FORMS SHALL HAVE A NORMAL THICKNESS OF 2", EXCEPT ON CURVE CONSTRUCTION WHERE THE THICKNESS SHALL BE DETERMINED BY THE CITY INSPECTOR.
5. MINIMUM GRADE FOR CURB & GUTTER SHALL NEVER BE LESS THAN .0015 SLOPE, EXCEPT CURVE PORTIONS OF CUL- DE-SAC STREETS WHICH SHALL HAVE .0020 SLOPE MINIMUM.
6. 1" x 2" LINE & GRADE STAKES ARE TO BE SET 3' FROM FACE OF CURB. STAKE SPACING SHALL BE 25' MAX. FOR A SLOPE OF .0015 AND 50' MAX. FOR SLOPES OF .0020 OR MORE (OR EQUIVALENT CONTROLS).
7. SEE CONCRETE NOTES AND CITY STANDARD SPECIFICATIONS.
8. FILL AND GRADE AREA BEHIND CURB AS DIRECTED BY THE CITY OF CORCORAN.

CITY OF CORCORAN • DEPARTMENT OF PUBLIC WORKS

STANDARD DRAWING FOR:

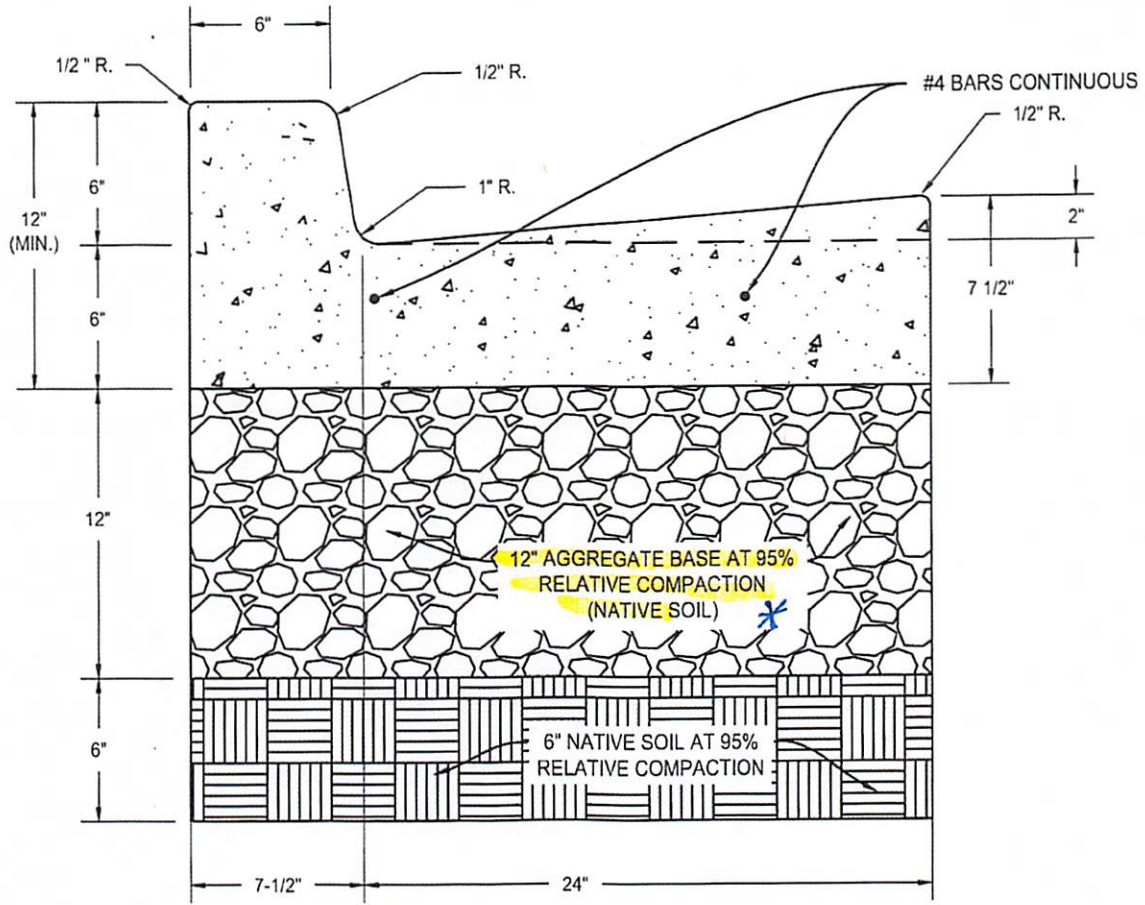
**CURB AND GUTTER -
DEPRESSED CURB**

APPROVED BY: 
ORFIL MUNIZ, P.E. 88165,
CITY ENGINEER

1/17/2024
Date

REVISED:

C-2A



RAISED CURB

NOTES:

1. ALL CONCRETE SHALL BE CLASS 3 CONCRETE. *
2. A WEAKENED PLANE JOINT OR COLD JOINT SHALL BE INSTALLED AT THE END OF CURB RETURNS AND AT THE CENTERLINE OF PROPOSED DRIVE APPROACHES. *
3. WHERE ADA ACCESSIBLE PATH CROSSES GUTTER PAN, SLOPE IN THE DIRECTION OF TRAVEL SHALL BE 3% MINIMUM AND 4.5% MAXIMUM. *
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7. SEE CONCRETE NOTES AND CITY STANDARD SPECIFICATIONS.
8. FILL AND GRADE AREA BEHIND CURB AS DIRECTED BY THE CITY OF CORCORAN.

CITY OF CORCORAN • DEPARTMENT OF PUBLIC WORKS

STANDARD DRAWING FOR:

CURB AND GUTTER -
RAISED CURB

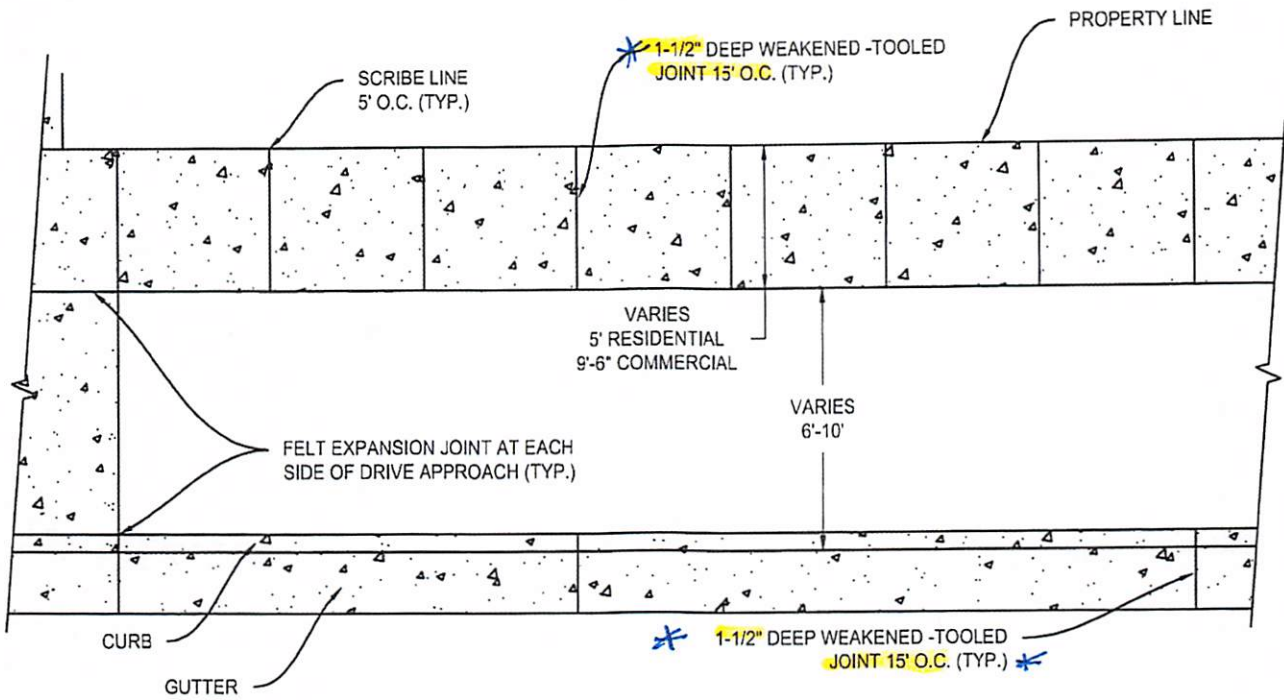
APPROVED BY:

Orfil Muniz
ORFIL MUNIZ, P.E. 88165,
CITY ENGINEER

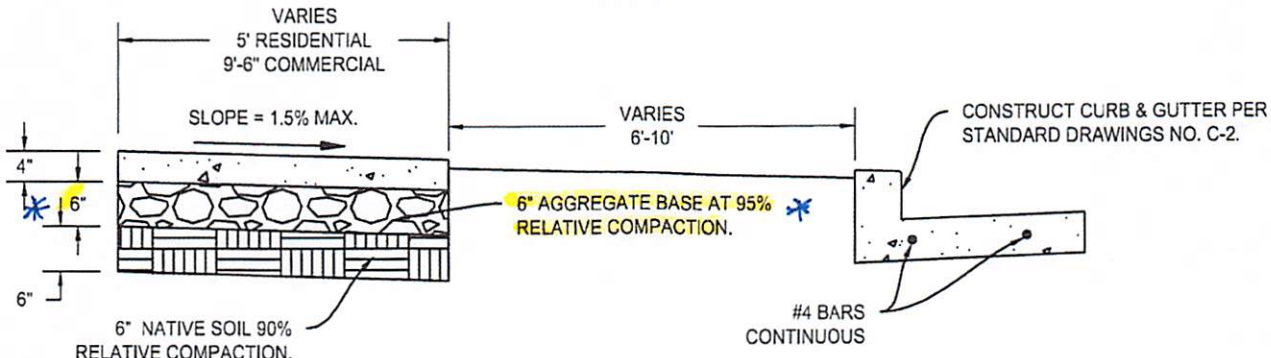
1/17/2024
Date

REVISED:

C-2



CURB, GUTTER AND SIDEWALK SCRIBE LINE DETAIL
NOT TO SCALE



CURB, GUTTER AND SIDEWALK CROSS - SECTION
NOT TO SCALE

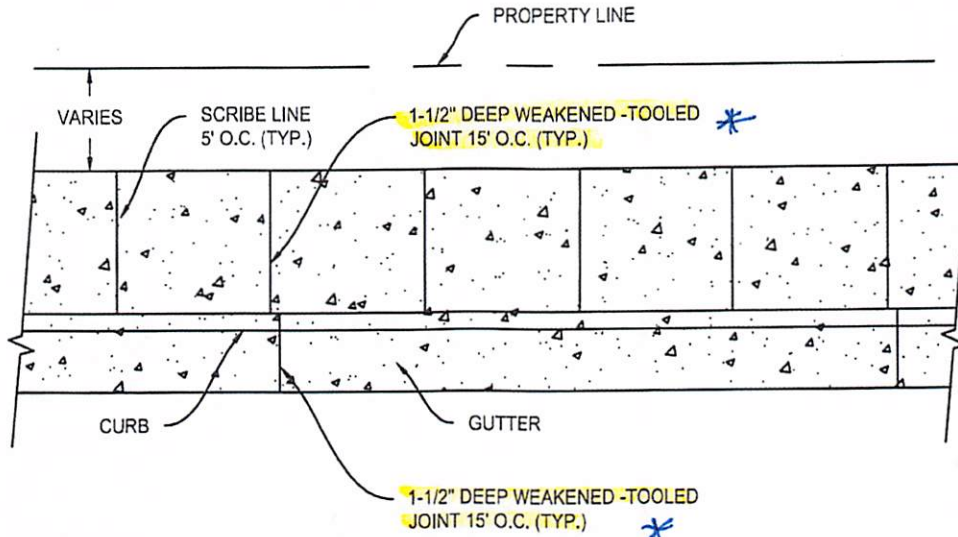
NOTES:

1. FORMS TO REMAIN FOR A MIN. OF 24 HOURS.
2. WOOD FORMS SHALL HAVE NOMINAL THICKNESS OF 2", EXCEPT ON CURVE CONSTRUCTION WHERE THE THICKNESS SHALL BE DETERMINED BY THE CITY ENGINEER.
3. SEE CONCRETE NOTES (C-1) AND CITY STANDARD SPECIFICATIONS.
4. EXPANSION JOINTS SHALL BE INSTALLED WITHIN CURVILINEAR SIDEWALKS AT MIN. 60 FEET O.C.
5. CONCRETE SHALL BE MINIMUM FIVE SACK MIX. (3200 P.S.I. MIN. IN 28 DAYS).
- * 6. ALL SIDEWALKS AND RAMPS SHALL BE CURED IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE LATEST CALTRANS STANDARD SPECIFICATIONS.

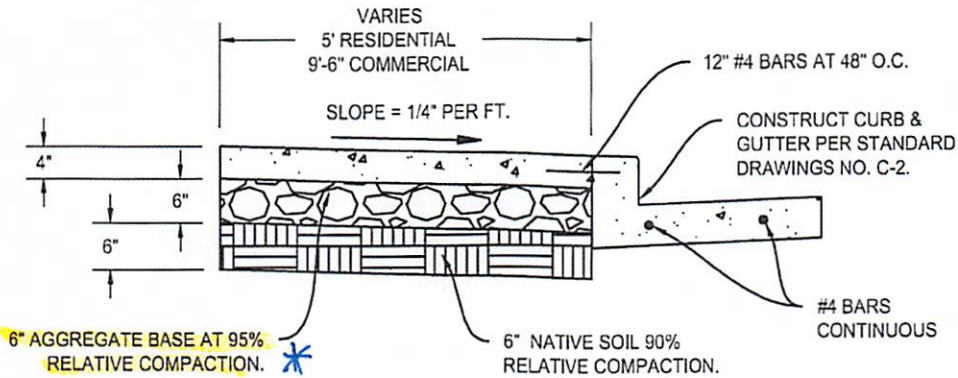
CITY OF CORCORAN • DEPARTMENT OF PUBLIC WORKS

STANDARD DRAWING FOR:
**PARKWAY SIDEWALK
DETAIL**

APPROVED BY: *Orfil Muniz* 1/17/2024
ORFIL MUNIZ, P.E. 88165, Date
CITY ENGINEER
REVISED: C-4



CURB, GUTTER AND SIDEWALK SCRIBE LINE DETAIL
NOT TO SCALE



CURB, GUTTER AND SIDEWALK CROSS - SECTION
NOT TO SCALE

NOTES:

1. FORMS TO REMAIN FOR A MIN. OF 24 HOURS.
2. WOOD FORMS SHALL HAVE NOMINAL THICKNESS OF 2", EXCEPT ON CURVE CONSTRUCTION WHERE THE THICKNESS SHALL BE DETERMINED BY THE CITY ENGINEER.
3. SEE CONCRETE NOTES (C-1) AND CITY STANDARD SPECIFICATIONS.
4. EXPANSION JOINTS SHALL BE INSTALLED WITHIN CURVILINEAR SIDEWALKS AT MIN. 60 FEET O.C.
5. CONCRETE SHALL BE MINIMUM FIVE SACK MIX. (3200 P.S.I. MIN. IN 28 DAYS).
6. ALL SIDEWALKS AND RAMPS SHALL BE CURED IN ACCORDANCE WITH THE PROVISIONS OUTLINED IN THE LATEST CALTRANS STANDARD SPECIFICATIONS.

CITY OF CORCORAN • DEPARTMENT OF PUBLIC WORKS

STANDARD DRAWING FOR:

**ADJACENT SIDEWALK
DETAIL**

APPROVED BY:

Orfil Muniz
ORFIL MUNIZ, P.E. 88165,
CITY ENGINEER

1/17/2024
Date

REVISED:

C-4A

**STAFF REPORT
ITEM #: 6-B****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: January 19, 2024****MEETING DATE: January 23, 2024****SUBJECT: Police Chief Employment Agreement and Salary Resolution Amendment****Summary:**

Maggie Ochoa has been selected as the City's new Police Chief, and an employment agreement has been prepared. If approved, amendments are necessary to the City's FY 23-24 Salary Resolution to reflect the agreement provisions.

Recommendation:

Consider taking action on the following:

1. Amend Resolution No. 4016 to make minor edits and changes for consistency with the Police Chief employment agreement; and
2. Authorize the City Manager to sign the Police Chief Employment Agreement on behalf of the City.

Budget impact:

The proposed starting salary for the Police Chief is at Step 4 (Annual salary of \$141,294) within the current Police Chief Salary Range as established by Council adopted resolution. Additional benefits changes are proposed within the Employment Agreement and are estimated to be an increased City cost of approximately \$2,287 during the remainder of FY 2023-2024. These costs are already covered in the City's adopted FY 2023-2024 Budget, and the City has had salary savings from the position vacancy over the past six months and hiring of Dave Putnam as a CalPERS retired annuitant which only allows hourly compensation without any additional benefits.

Background:

The proposed Police Chief Employment Agreement is new for this position, but aligns with current trends in Agency Police Chief hirings. The agreement was developed by the City Manager and City Attorney and integrates current and relevant State law provisions, and other procedural terms and conditions of employment that provide greater certainty and understanding of expectations for

both the City and new Police Chief. This agreement will establish two new benefits and increase six existing benefits that include:

1. Addition of six (6) months severance;
2. Addition of 2.5% salary incentive for completion of POST Executive Certificate;
3. Increased uniform allowance from \$1,000 to \$1,200;
4. Increased deferred compensation match from 5% to 6%;
5. Increased health benefit contribution from 75% to 80%;
6. Increased life insurance coverage from \$70k to \$100k;
7. Increased management leave by three additional days; and
8. Increased allowance to city's maximum vacation leave accrual.

As the city's employee salary and benefits are set by the City Council through the annual salary resolution, the current Council Resolution No. 4016 will need to be amended to incorporate the above mentioned benefit changes, and make a few minor corrections. The City Manager recommends making the following amendments to Council Resolution No. 4016 as provided in the attached resolution:

1. Correct a typo on Section I bi-weekly compensation table for WWTP Operator In Training Step 4 that should read "1,428.46" instead of "1,438.46".
2. Update Section III for Unrepresented Management to change the Police Chief Note to list "CONTRACT".
3. Add an additional sentence under CONDITION NOTES/FULL-TIME EMPLOYEES to read "CONTRACT refers to a separate employment contract that establishes terms, conditions, and benefits that may differ from benefits defined within this resolution, the greater of which shall take precedence."
4. On Condition Notes I.1. remove reference to Chief.
5. On Condition Notes L under 4 days update by removing "Human Resources Coordinator" and add "Deputy City Clerk."
6. On Condition Notes L under 7 days update by changing classification title from "Public Works Superintendent" to "Utilities Superintendent."
7. On Condition Notes L add new category with "10 days Police Chief."

AT-WILL EMPLOYMENT AGREEMENT
For the position of
POLICE CHIEF FOR THE CITY OF CORCORAN

This Employment Agreement (“**Agreement**”) is made and entered into this __ day of January, 2024, by and between the City of Corcoran, a California municipal corporation (“**CITY**”) and MARGARITA (“Maggie”) OCHOA, and individual (“**EMPLOYEE**”) upon the following terms and conditions:

RECITALS

WHEREAS, the City Manager is authorized to appoint CITY staff, pursuant to the Corcoran Municipal Code (“**C.M.C.**”) Section 1-7A-5-C, and more specifically Section 5-1-1-B for the appointment of the Police Chief; and

WHEREAS, the City Manager desires to appoint and employ the services of EMPLOYEE as the Police Chief (“**Position**”) for the City, as established by C.M.C. Section 5-1-1; and

WHEREAS, EMPLOYEE desires to accept such appointment as Police Chief on the terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Appointment of Police Chief, Duties and Term:

1.1 Appointment of Police Chief and Duties. The City Manager hereby appoints EMPLOYEE to the position of Police Chief, in and for the City, to perform the functions and duties of the Police Chief as set forth in the operative job description (as amended from time-to-time), in accordance with all applicable CITY policies, and under the direction of the City Manager, as the City Manager is authorized to oversee CITY employees under Section 1-7A-5 of the C.M.C. EMPLOYEE accepts such appointment and employment pursuant to the terms of this Agreement. EMPLOYEE shall further perform the functions and duties specified under the laws of the State of California, the C.M.C, the ordinances and resolutions of the City, and such other duties and functions as the City Manager may from time-to-time assign.

1.2 Devotion to City Business. During the term of this Agreement, EMPLOYEE shall not accept any other employment and shall be exclusively employed by CITY, unless prior written authorization is received from the City Manager, which the City Manager may withhold in their sole and absolute discretion. EMPLOYEE must devote her/his best efforts, full energy, skill, ability, and productive time to the performance of her/his duties under this Agreement.

EMPLOYEE shall not engage in any activity which is or may become a conflict of interest, or which may create an incompatibility of office as defined under California Law, or which interferes with EMPLOYEE's ability to effectively perform their duties under this Agreement. EMPLOYEE must annually complete financial disclosure forms as required by law.

1.3 Exempt Employee. The general business hours for CITY employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. However, it is recognized and understood by the CITY and EMPLOYEE that this Position is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. §§ 201 et seq.). EMPLOYEE shall not receive any overtime or extra compensation for hours worked outside of the CITY's general business hours, which are necessary to fulfill the duties of the Position, unless otherwise expressly provided in this Agreement.

1.4 Schedule. EMPLOYEE's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Manager recognize that EMPLOYEE must devote a substantial amount of time outside of normal office hours to conduct the business of the CITY and to that end, will be allowed to take administrative/management leave, as is appropriate, during said normal office hours.

1.5 Term. The term of this Agreement shall be for three (3) years from the date of execution. The City Manager in her/his sole discretion may in writing extend the Term of this Agreement from time-to-time in increments of at least two (2) years. No later than three (3) months prior to the expiration of the Term, the City Manager shall provide written notice to EMPLOYEE as to whether the City Manager intends to extend the term.

SECTION 2. At-Will Employment And Termination:

2.1 At-Will. EMPLOYEE is an at-will employee serving at the pleasure of the City Council and City Manager as provided respectively in Government Code § 36506 and C.M.C. Section 5-1-1-B.

2.2 Termination Not-For-Cause. If City Manager terminates this Agreement (thereby terminating EMPLOYEE's employment) without cause, and if EMPLOYEE signs and delivers to the CITY, and does not revoke, a complete and general release agreement ("**Release Agreement**") which is acceptable to CITY, then CITY shall pay EMPLOYEE a lump sum payment equal to six (6) months of EMPLOYEE's then Base Salary, less any applicable withholdings (the payment, collectively "**Severance**").

2.3 Termination for Cause. If City Manager terminates this Agreement (thereby terminating EMPLOYEE's employment) with cause, then EMPLOYEE shall not be

entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms (“**Accrued Salary and Benefits**”). Termination of EMPLOYEE under this Section shall be conducted in compliance with California Government Code § 3304(c), which currently reads as follows:

3304 (c) “No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefor and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute “reason or reasons.”

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.”

The administrative appeal shall be before the City Council, and as used in this Agreement, Cause shall include any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY or on the reputation of any one or more of its departments;
2. Conviction of any crime involving an “abuse of office or position,” as that term is defined in Government Code § 53243.4 (see Section 2.4, (below));
3. Willful insubordination or failure to carry out a lawful directive or directives of the City Manager; and
4. Any negligent or grossly negligent action or inaction by EMPLOYEE which in the opinion of the CITY: (a) materially and adversely impedes or disrupts the operations of CITY or its organizational units; (b) is detrimental to any employee(s) or public safety; or (c) violates CITY’s established rules or procedures. Examples of reasons include, but are not limited to:

- a. Disclosing confidential information of CITY without authority to do so;
- b. Gross carelessness or misconduct;
- c. Unjustifiable and/or willful neglect of the duties described in this Agreement;
- d. Mismanagement;
- e. Non-performance of duties;
- f. Any conduct which violates the CITY's personnel rules, regulations and policies, and for which a CITY employee may be terminated or demoted;
- g. Repeated and/or protracted unexcused absences from the Police Chief's office and duties;
- h. Willful destruction or misuse of CITY property;
- i. Conduct which in any way has any substantial and adverse effect on the reputation or credibility of the CITY or any of its departments and officers;
- j. Willful violation of federal, State, and/or CITY discrimination laws and related CITY's policies;
- k. Any substance abuse which adversely affects performance of either EMPLOYEE's duties as Police Chief or the ability of any other CITY employee(s) to carry out their public duties;
- l. Refusal to take or subscribe to any oath or affirmation which is required by law;
- m. Dishonesty;
- n. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, CITY's legitimate business interests; or
- o. Breach of any of provision(s) of this Agreement.

2.4 Abuse of Office. Notwithstanding any of the provisions in Sections 2.1 and 2.2 (above), in any circumstance in which EMPLOYEE is convicted of a crime involving abuse of their office or position with the CITY, as defined in California Government Code § 53243.4, any paid administrative leave provided by the CITY pending an outcome of the investigation into such crime, any CITY funds expended for the any form of legal defense of EMPLOYEE, including any CITY funds expended in defense of EMPLOYEE in any related civil lawsuit, and any cash settlement or Severance provided to the EMPLOYEE upon termination shall be fully reimbursed by the EMPLOYEE to the City.

2.5 Termination of Agreement in the Event of EMPLOYEE's Death. This Agreement shall terminate upon the death of EMPLOYEE. In the event of such termination, the EMPLOYEE's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

2.6 Automatic Termination In Event EMPLOYEE Fails To Meet Certification Requirements. A failure to meet all certification requirements of a Police Chief as

established by the Commission on Peace Officer Standards and Training (**POST**) and any other California laws and/or regulations shall result in an automatic termination of this Agreement. In the event of such termination, EMPLOYEE shall not be entitled to additional compensation or payment, including Severance.

2.7 Disability Termination. If EMPLOYEE shall, for whatever reason, become incapable of performing any of the essential functions of Position, even with reasonable accommodation by CITY, either (1) permanently, or (2) for a period exceeding the period of leave available to the EMPLOYEE under the Family Medical Leave Act or the California Family Rights Act, accrued sick leave or one hundred eighty (180) days, whichever is longer, then EMPLOYEE shall be deemed to have suffered a disability. As the Position is critical to the safety of the public and also requires EMPLOYEE to devote a substantial amount of time both during and outside of normal office hours to execute the business of CITY, EMPLOYEE recognizes that granting any amount of leave beyond the time period stated in this section shall constitute an undue hardship on CITY and its residents. In accordance with applicable law, any request for leave which does constitute an undue hardship shall be grounds for a not-for-cause termination of this Agreement under, and in accordance with, Section 2.2 of this Agreement.

Nothing in this Section 2.7 shall impact the right of the EMPLOYEE in connection with receipt of Labor Code § 4850 pay in the event of a qualifying occupational injury.

2.8 Resignation/Retirement of EMPLOYEE. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from their position with the CITY, subject only to the provisions set forth in this Agreement. EMPLOYEE may terminate this Agreement by submitting written notice of their resignation to the City Manager and shall provide not less than thirty (30) business days of prior written notice of their intention to resign or retire. If EMPLOYEE resigns or retires from employment with the CITY, they shall not be entitled to any severance pay. EMPLOYEE shall be paid for all accrued vacation to the effective date of the resignation or retirement.

SECTION 3. Compensation and Annual Evaluation:

3.1 Base Salary. Upon commencement of employment, EMPLOYEE's initial salary shall be established at Step 4 (currently \$141,228.00 annual salary) of the Police Chief classification of the CITY's current adopted salary schedule (Council Resolution No. 4016), and is entitled to any cost-of-living adjustments as may be approved and reflected in any subsequent adopted salary schedules of the CITY. EMPLOYEE shall be eligible for consideration of advancement on the adopted salary schedule on the basis of an annual performance evaluation as conducted by the City Manager. Nothing herein shall be deemed

to impair the CITY's authority to revise the salary for the Police Chief position on the CITY's salary schedule.

3.2 Vacation and Sick Leave Sellback. EMPLOYEE is annually allowed a sellback of up to forty (40) hours of accrued vacation leave first. Also annually, upon such sell-back of 40 vacation hours, or when no further vacation hours are available or qualify for sell-back, then up to forty-eight (48) hours of accrued sick leave is allowed for sellback. Sellback is made available beginning with the first full pay period in July, and paid out as part of the employee's regularly scheduled paycheck. Payment may also be accommodated during either of the two separate check issuances occurring in September and March. Sellback for each leave is subject to maintaining the required leave balance in the respective leave category as established by City Council adopted Salary Resolution.

3.3 Uniform Allowance. The CITY shall purchase EMPLOYEE's initial uniform at time of EMPLOYEE's hire to provide the necessary attire to represent the CITY and be visibly recognized and serving as the Police Chief. Future uniform allowances in the amount of twelve hundred (\$1,200) or such other amount as is approved by the City Council will be provided on an annual basis, as established and amended according to the most recent CITY adopted Salary Resolution.

3.4 Pro-Rata Decrease. EMPLOYEE acknowledges that the Base Salary may be subject to pro rata decrease based on the City Council's adoption of any wage reduction as a budgetary measure, though that is not anticipated as of the signing of this Agreement. Should the CITY implement a wage reduction for Unrepresented Executive Management employees during the life of this Agreement while EMPLOYEE is in the Position, EMPLOYEE's base pay will be reduced in an amount no greater in percentage than the average reduction of other employees in the Unrepresented Executive Management group.

3.5 Review and Evaluation. The City Manager agrees to review and evaluate EMPLOYEE's performance of their duties as Police Chief pursuant to the terms of this Agreement on not less than an annual basis and to provide EMPLOYEE with a written performance review. The annual review and evaluation shall be conducted in January of each year, or at such later time scheduled at the City Manager's discretion.

3.6 Education Incentive. Upon receipt of the Peace Officer Standards and Training Commission ("POST") Executive Certificate, EMPLOYEE will receive a two-and one-half percent (2.5%) education incentive pay increase.

SECTION 4. Non-Cash Compensation and Benefits:

4.1 CalPERS Retirement. The CITY does not participate in Social Security. CITY agrees to continue to enroll EMPLOYEE as a member of the California Public Employees

Retirement System (**CalPERS**) in the CalPERS “**Public Safety**” plan of 3% at 55 program for qualifying “**Classic**” members, consistent with the provisions of the California Public Employees Pension Reform Act of 2013 (**PEPRA**). Pursuant to California Government Code § 53244, a local public officer who is convicted by a State or federal trial court of any felony under State or federal law for conduct arising out of, or in the performance of, their official duties shall forfeit any contract right or other common law, constitutional or statutory claim against a public agency employer to retirement or pension rights or benefits.

4.2 Deferred Compensation Retirement Plan (IRS 457(b) or 401a). CITY shall provide a 1:1 matching contribution equivalent to EMPLOYEE’s directed payroll contribution towards any CITY approved Deferred Compensation Plan, and limited to a maximum of six percent (6%) of EMPLOYEE’s annual Base Salary.

4.3 Medical/Dental/Vision Coverage. CITY agrees to provide the EMPLOYEE and eligible family members with medical, dental, and vision insurance. CITY shall pay (80%) of the premiums for the EMPLOYEE and eligible family members.

4.4 Vacation Accrual. EMPLOYEE shall accrue vacation leave at the rate of one hundred sixty hours (160) per year. Upon the signing of this Agreement, eighty (160) hours of borrowed vacation leave shall be immediately available to EMPLOYEE. Proceeding years shall resume at regularly scheduled accrual rates as established by the most recently adopted Salary Resolution. Upon separation, EMPLOYEE is entitled to receive payment at their current Base Rate for all unused vacation time accrued as of the effective date of separation.

4.5 Sick Leave Accrual. EMPLOYEE shall accrue sick leave at the rate of ninety-six hours (96) per year. Upon the signing of this Agreement, ninety-six hours (96) hours of borrowed sick leave shall be immediately available to EMPLOYEE. Proceeding years shall resume at regularly scheduled accrual rates as established by the most recently adopted Salary Resolution.

4.6 Life Insurance. CITY shall provide EMPLOYEE with the same life insurance provided to other Unrepresented Executive Management employees of the CITY, which is currently set for \$100,000 coverage. EMPLOYEE shall have the sole discretion in designating any beneficiary(ies) under such life insurance policy.

4.7 Other Non-Cash Benefits. Unless otherwise specifically provided for in this Agreement, CITY will provide the EMPLOYEE with the same type and level of benefits as provided to other Unrepresented Executive Management level employees within the CITY’s employ, including, but not limited to holidays, sick leave, vacation, and term life insurance.

All actions taken by the City Council relating to those benefits for other executive management employees of CITY shall be considered actions relating to those benefits of EMPLOYEE and shall be deemed to be agreeable amendments to this Agreement without any need for a written amendment or modification signed by all parties.

EMPLOYEE shall be responsible for an income tax liability arising out of receipt of benefits provided under this Agreement which exceed the allowable tax exempt amounts including, but not limited to, excess life insurance, and EMPLOYEE agrees to hold CITY harmless and indemnify it for any liabilities, costs and expenses caused by any tax authority relating to these benefits.

4.8 Hours of Work and Management Leave. In recognition of the fact that EMPLOYEE is an exempt employee pursuant to the provisions of the Fair Labor Standards Act (FLSA), and is expected to work any and all hours/days necessary to competently and fully perform the functions as Police Chief, the EMPLOYEE is provided with ten (10) days (i.e. 56 hours) of paid management leave annually. EMPLOYEE shall not be entitled to nor receive any overtime pay. Management leave shall be subject to the CITY policies and practices governing management leave provided to other Unrepresented Executive Management employees of the CITY. Management leave is to be used at the discretion of the EMPLOYEE, with the consent of the City Manager which will not be unreasonably denied.

4.9 Use of CITY-Owned Vehicle and Equipment. The CITY agrees to provide a CITY vehicle for job-related and incidental use, including travel to and from home and work. CITY shall also provide a CITY issued cellular telephone and Surface Pro (or comparable computer device) for remote access work and connection to CITY server(s).

4.10 Professional Development. CITY agrees to budget and pay the professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for his/her continuation and participation in national, regional, State and local associations and organizations selected by the City Manager, including the California Police Chiefs Association, Kings County Police Chiefs, League of California Cities and similar organizations, necessary and desirable for his/her continued professional participation, growth and advancement, for the benefit of the CITY. Notwithstanding the foregoing, CITY shall have the sole and exclusive discretion as to which items noted in this paragraph shall be paid by CITY.

SECTION 5. General Provisions.

5.1 Notices. Notices pursuant to this Agreement shall be given by United States Postal Service delivery, first class mail postage pre-paid, addressed as follows:

If to the CITY: City of Corcoran
Attn: City Manager
832 Whitley Avenue
Corcoran, CA 93212.

If to EMPLOYEE: Margarita (Maggie) Ochoa
911 Hanna Avenue
Corcoran, CA 93212
(or otherwise to Employee's residence as identified in
Employee's personnel records)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to in civil law proceedings. Notice shall be deemed given as of the date of personal service or as of the fifth calendar day after deposit of such written notice into the United States Postal Service.

5.2 Indemnification. CITY shall defend, hold harmless and indemnify EMPLOYEE against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of performance of EMPLOYEE's duties as Police Chief, in accordance with California's Tort Claims Act (Government Code §§ 825 et seq.), and shall provide a defense to EMPLOYEE in accordance with Government Code §§ 995-996.5. The CITY may decline to defend or indemnify EMPLOYEE only to the extent permitted by applicable laws. EMPLOYEE agrees that CITY or its insurance carrier may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgement. Provided, however, that the CITY's duty to defend and indemnify shall be contingent upon EMPLOYEE's good faith cooperation with such defense.

5.3 Conflict with City Municipal Code. The CITY's personnel ordinances, resolutions, rules and policies shall apply to the EMPLOYEE in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the CITY's Municipal Code or any ordinance, the Municipal Code and any ordinance shall prevail over this Agreement.

5.4 Entire Agreement. This Agreement represents the entire agreement between the CITY and EMPLOYEE as to each and all of the subjects discussed herein and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of EMPLOYEE by CITY, and contains the entirety of all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreement, oral or otherwise, have been made by either party, or by anyone acting on behalf of either

party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

5.5 Modifications. Any modifications to his Agreement shall be effective only if in writing and signed by both parties hereto.

5.6 Effect of Waiver. The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right of power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

5.7 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable or in conflict with any code or regulation governing its subject matter, only the offending provision shall be considered null and void and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated for cause, at the option of the affected party.

5.8 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

5.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. EMPLOYEE agrees to perform this Agreement in accordance with all applicable federal, State and local laws. EMPLOYEE and CITY agree that this Agreement is deemed to be entered into in Corcoran, California, and that venue for any dispute between the parties shall be in Kings County, California.

5.10. Assignment. Unless otherwise provided in this Agreement, CITY is relying upon the personal skill, expertise, training and experience of EMPLOYEE and no part of this Agreement may be assigned or subcontracted by EMPLOYEE without the prior written consent of CITY. Any attempted assignment shall be null and void.

5.11. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

5.12. No Third-Party Beneficiaries Intended. Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

5.13. Construction. This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

5.14. Representation by Legal Counsel. The parties acknowledge and agree that they were, or had a reasonable opportunity to be, represented individually by legal counsel with respect to the matters which are the subject of this Agreement and that, either way, they are now fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

IN WITNESS WHEREOF, the City Council of the City of Corcoran has authorized its City Manager to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has fully reviewed, signed and executed this Agreement. By affixing their signatures below each of the parties indicate that each agrees to be deemed to have read and understood the Agreement, and shall abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of January, 2024.

CITY OF CORCORAN

EMPLOYEE

By _____
Greg Gatzka, City Manager

By _____
Margarita Ochoa

Attest:

Approved as to Form:

By _____
Marlene Spain, City Clerk

By _____
Moses Diaz, City Attorney
Joseph Beery, Deputy City Attorney
PUBLIC INTEREST LAW FIRM

Resolution NO. 4016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ADOPTING A COMPENSATION AND BENEFIT PLAN
FOR THE FISCAL YEAR 2023-24

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Corcoran that adjustments to the compensation and benefits plan for Fiscal Year 2023-24 be made and compensation shall be as indicated effective on the date specified below for the fiscal year above written:

- I. Effective first full pay period after July 1, 2023, bi-weekly compensation shall be as indicated for the following represented classifications:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Note
Account Clerk	1,392.61	1,462.90	1,537.99	1,616.81	1,698.82	A,D,G,O
Account Technician	1,887.69	1,982.31	2,081.08	2,185.38	2,294.31	A,D,G,O
Administrative Assistant	1,575.55	1,654.58	1,737.50	1,823.76	1,915.04	A,D,G,O
Building Inspector I	1,980.67	2,079.86	2,183.75	2,293.38	2,408.23	A,D,G,I,O
Building Inspector II	2,292.92	2,407.38	2,527.85	2,654.31	2,786.77	A,D,G,I,O
Chief Fleet Mechanic	1,770.31	1,858.20	1,951.19	2,069.83	2,151.36	C,D,F,G,I,O
Clerk/Dispatcher I	1,529.14	1,605.84	1,686.32	1,770.05	1,858.63	B,D,H,I,P,S
Clerk/Dispatcher II	1,621.47	1,702.11	1,787.07	1,876.84	1,970.44	B,D,H,I,P,S
Clerk/Dispatcher III	1,783.38	1,872.46	1,965.69	2,063.54	2,166.46	B,D,H,I,P,S
Code Enforcement Officer	1,637.10	1,719.03	1,805.45	1,895.38	1,990.30	C,D,G,I,O
CSO/ Animal Control	1,514.44	1,590.40	1,670.11	1,753.03	1,840.76	B,D,E,H,I,P,S
CSO/ Animal Control II	1,666.15	1,749.23	1,836.92	1,928.77	2,025.23	B,D,E,H,I,P,S
CSO/ Prop. & Evidence Tech.	1,514.44	1,590.40	1,705.46	1,753.03	1,840.76	B,D,E,G,I,O,S
CSO/ Prop. & Evidence Tech. II	1,666.15	1,749.23	1,836.92	1,928.77	2,025.23	B,D,E,G,I,O,S
Dispatcher Supervisor	1,966.15	2,064.46	2,167.38	2,275.38	2,388.92	B,D,H,I,P,S,T
Fleet Mechanic	1,652.31	1,734.92	1,821.69	1,912.62	2,008.62	C,D,G,I,O
Maintenance Worker I	1,354.30	1,421.80	1,493.00	1,567.88	1,646.46	C,D,F,G,I,O
Maintenance Worker II	1,522.35	1,598.71	1,678.83	1,762.18	1,850.37	C,D,F,G,I,O
Parks & Streets Maint. Super.	2,059.34	2,161.90	2,270.17	2,383.57	2,503.23	C,D,F,G,I,O
Planning Technician	1,575.69	1,654.62	1,737.23	1,824.46	1,915.38	A,D,G,O
Planner I	1,980.46	2,079.69	2,183.54	2,292.46	2,407.38	A,D,G,O
Planner II	2,292.92	2,407.38	2,527.85	2,654.31	2,786.77	A,D,G,O
Police Corporal	2,281.02	2,394.97	2,515.33	2,640.51	2,772.64	B,D,H,I,P,S,T
Police Officer I	2,068.65	2,172.43	2,281.02	2,394.97	2,515.33	B,D,H,I,P,S
Police Officer II	2,172.43	2,281.02	2,394.97	2,515.33	2,640.51	B,D,H,I,P,S
Police Sergeant	2,600.80	2,730.23	2,866.86	3,010.11	3,161.12	B,D,H,I,P,S,T
Records Clerk I	1,373.75	1,442.22	1,514.44	1,514.44	1,670.11	B,D,G,I,O,S
Records Clerk II	1,470.75	1,544.67	1,620.51	1,701.63	1,786.59	B,D,G,I,O,S
Records Clerk III	1,617.69	1,698.46	1,783.38	1,872.46	1,965.69	B,D,G,I,O,S
Records Supervisor	1,783.38	1,872.46	1,965.69	2,063.54	2,166.46	B,D,G,I,O,S,T
Senior Account Clerk	1,552.85	1,632.69	1,715.79	1,803.78	1,895.57	A,D,G,O
Transit Coordinator	1,646.19	1,727.92	1,814.39	1,905.61	2,000.52	C,D,G,O
Transit Operator	1,258.93	1,322.17	1,388.12	1,457.31	1,530.28	C,D,G,I,O
Transit Operator II	1,654.15	1,737.23	1,824.00	1,914.92	2,010.92	C,D,G,I,O
Water Chief Plant Operator	3,047.16	3,199.93	3,359.39	3,527.59	3,704.02	C,D,E,F,G,I,O
Water Shift Operator	2,132.17	2,238.67	2,351.06	2,468.26	2,591.89	C,D,E,F,G,I,O
Water Lead Shift Operator	2,528.89	2,655.55	2,788.25	2,927.52	3,073.93	C,D,E,F,G,I,O
Water Utility Operator	1,717.68	1,803.79	1,893.95	1,988.74	2,088.14	C,D,E,F,G,I,O
Water Utility Worker	1,456.30	1,528.89	1,605.45	1,685.41	1,769.91	C,D,E,F,G,I,O
WWTP Chief Plant Operator	2,579.12	2,708.00	2,843.26	2,985.99	3,135.10	C,D,E,F,G,I,O
WWTP Lead Utility Operator	2,095.92	2,200.88	2,310.82	2,426.83	2,558.75	C,D,E,F,G,I,O
WWTP Utility Operator I	1,551.99	1,629.84	1,711.52	1,796.49	1,886.40	C,D,E,F,G,I,O
WWTP Utility Operator II	1,805.93	1,896.31	1,991.65	2,090.85	2,195.55	C,D,E,F,G,I,O
WWTP Operator In Training	1,210.15	1,271.08	1,334.31	1,428.46	1,500.46	C,D,E,F,G,I,O

II. Effective first full pay period after July 1, 2023, bi-weekly compensation shall be as indicated for the following unrepresented classification:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Note
Accountant	1,392.61	1,462.90	1,537.99	1,616.81	1,698.82	C,G,O,Q
Deputy City Clerk	1,824.23	1,915.56	2,011.13	2,111.87	2,217.32	C,G,O,Q
Executive Assistant (PD)	1,967.36	2,066.35	2,169.64	2,277.77	2,391.82	C,G,O,Q,S
Transit & Grants Manager	1,967.36	2,066.35	2,169.64	2,277.77	2,391.82	C,G,O,Q

III. Effective first full pay period after July 1, 2023, bi-weekly compensation shall be as indicated for the following management classifications:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Note
Assistant Building Official	2,693.08	2,827.85	2,969.54	3,117.69	3,273.69	C,G,I,O,Q
Asst. to the CM / City Clerk	2,565.05	2,693.09	2,827.58	2,969.07	3,118.08	C,G,O,Q
Comm./Records Manager	2,432.77	2,772.46	2,910.92	3,056.31	3,209.54	C,G,I,O,Q,S
Community Dev Director	4,177.89	4,386.62	4,606.65	4,836.90	5,078.45	C,G,O,Q
Deputy Police Chief	3,856.72	4,049.72	4,252.32	4,461.82	4,686.99	C,G,I,O,Q
Finance Director	4,505.71	4,730.89	4,967.35	5,215.66	5,476.38	C,G,O,Q
Lieutenant	3,319.85	3,485.54	3,659.54	3,842.31	4,034.31	C,G,I,O,Q
Police Chief	4,692.73	4,926.74	5,173.14	5,434.39	5,703.58	CONTRACT
Public Works Director	4,474.35	4,698.78	4,933.64	5,180.02	5,439.02	C,G,I,O,Q
Utilities Superintendent	2,693.08	2,827.85	2,969.54	3,117.69	3,273.69	C,G,I,O,Q

Step 1. The first step of the salary range of the City of Corcoran's Compensation Plan.

Step 2. Available to those employees who have completed one year of satisfactory performance in Step 1 of the compensation plan and have met all other merit increase provisions.

Step 3. Available to those employees who have completed one year of satisfactory performance in Step 2 of the compensation plan and have met all other merit increase provisions.

Step 4. Available to those employees who have completed one year of satisfactory performance in Step 3 of the compensation plan and have met all other merit increase provisions.

Step 5. Available to those employees who have completed one year of satisfactory performance in Step 4 of the compensation plan and have met all other merit increase provisions.

Police Officers assigned to the following specialty assignments will receive a base pay rate 5% above their current step:

MCTF/Narcotics Task Force/Gang Task Force, School Resource Officer, Detective, or K-9.

Police Officers assigned as Field Training Officers will receive a base pay rate 3% above their current step, for any pay period during which they perform this function.

Clerk/Dispatchers will receive specialty assignment pay of \$50 per pay period for any dispatcher assigned to train a newly employed dispatcher.

Clerk/Dispatcher and Record Clerks will receive a \$50 stipend for each occurrence when asked to serve as jail matron with a maximum of \$200 per month.

Longevity Pay as per MOU.

VI. Effective first full pay period after July 1, 2023, compensation shall be as indicated for the following part-time positions:

Administrative Assistant	\$18.00
Clerk Dispatcher	\$19.00
Crossing Guard	\$17.00
Office Clerk	\$18.00
Police Officer Trainee (Aca)	\$24.00
Records Clerk	\$17.00
Reserve Police Officer-Level 1	\$25.00
Transit Driver	\$17.00

CONDITION NOTES/FULL-TIME EMPLOYEES

Conditions J, K, L, M and R apply to all full-time employees. **CONTRACT refers to a separate employment contract that establishes terms, conditions, and benefits that may differ from benefits defined within this resolution, the greater of which shall take precedence.**

- A. Works 40 hour per week on weekdays.
- B. Works shifts assigned by the Department Head
- C. Works 40 hours per week and/or as necessary.
- D. Authorized overtime compensated at one and one-half times the hourly shift rate as per Sections 517 and 519 of the City of Corcoran Personnel Manual and current Memorandums of Understanding.
- E. Authorized to receive standby pay at the rate of \$150 per week, with an additional \$25 for each holiday that falls within a standby period.
- F. Authorized to receive a minimum of two hours overtime accumulation when called back to duty. This compensation to be in addition to any standby pay received.
- G. Observes eleven municipal holidays on a guaranteed basis.
- H. Does not observe municipal holidays, but receives holiday in-lieu compensation of 4 ½% of the employee's annual salary.
- I. Eligible for uniform maintenance and allowance as provided below and to be disbursed as indicated:
 - 1. Police Officers, ~~Chief~~ and Deputy Chief \$1,000.00 paid in December and June (in arrears)
 - 2. Community Service Officers \$700.00 paid in December and June (in arrears)
 - 3. Dispatchers, Records Clerks and Communications/Records Manager \$500.00 paid in December and June (in arrears)
 - 4. Public Works Director \$500.00 paid in July (in advance)
 - 5. Building Division \$500.00 paid in July (in advance)
 - 6. Reserves \$400.00 paid in December and June (in arrears)
- J. Effective July 1, 2018
CPOA: The City's contribution towards the employees' monthly premiums for health and welfare insurance programs for employees will continue to be 80% of the total cost for employees hired before January 1, 2013.

For employees hired after January 1, 2013 the City's contribution towards the employees' monthly premiums for health and welfare insurance programs will be 70% of the total cost.

Employees in CLOCEA, Local 39, or Unrepresented: The City contribution towards the employees' monthly premium for health and welfare insurance programs for employees will be 75% of the total cost.

Employees who have medical coverage elsewhere and opt out of the City's plan are eligible to receive \$150 a month in the form of a contribution to a Deferred Comp account.

K. Effective July 1, 2015, sick leave shall continue to be accrued as follows:

1. 3.69 hours per biweekly pay period for employees on 8 hour shifts, 4.06 hours per biweekly pay period for employees on 10 hour shifts and 4.43 hours per biweekly pay period for employees on 12 hour shifts.
2. Unused sick leave may be sold back to the City as per the current Memorandum of Understanding and/or City Personnel Manual.

L. Effective July 1, 2015, vacation leave hours shall be accrued per biweekly pay period as follows:

<u>Years of Service</u>	<u>8 hour shifts</u>	<u>10 hour shifts</u>	<u>12 hour shifts</u>
0 - 4	3.08	3.39	3.70
5 - 9	4.62	5.08	5.54
10 or more	6.15	6.77	7.39

Administrative leave shall be credited to the following positions in the amounts shown on an annual basis.

- 4 days Executive Assistant--Police Department
 Accountant
 ~~Human Resources Coordinator~~
 Deputy City Clerk

- 7 days City Manager
 Departments Heads
 Assistant to the City Manager/City Clerk
 Assistant Community Development Director/Building Official
 Deputy Police Chief
 Communications/Records Manager
 ~~Public Works~~ Utilities Superintendent

- 10 days Police Chief

No employee shall accumulate more than thirty (30) (45 for management) days vacation leave regardless of length of service without approval from the City Manager.

Employees may sell up to 5 days of accumulated vacation a year as long as they maintain 20 days accumulation, as per the current Memorandum of Understanding. CPOA employees may sell up to an additional 160 hours at 60% of hourly rate per Memorandum of Understanding.

M. Effective July 1, 2015, the reimbursement rate for use of a personal vehicle for City Business will continue to be the current IRS reimbursement rate or per the Travel and Training Policy.

- O. Eligible to receive one floating holiday a year.
- P. Eligible to receive two floating holidays a year.
- Q. Eligible for a City match of \$1 for every \$1 of contributions to a deferred compensation plan by the employee, up to a maximum of 5% of the employee's salary.
- R. Retirement benefits for full-time employees are provided by contract with CalPERS. Employees as of July 1, 2012 are covered under 2%@55(single highest year) for miscellaneous employees and 3%@55(single highest year) for safety employees. Effective January 1, 2013 a two-tier plan was established with new employees covered under 2%@62 (final three years) for miscellaneous employees and 2.7%@57(final three years) for safety employees. Plan costs are split between the City and employee in accordance with the current MOU.
- S. Effective July 1, 2023, Police Department Employees, excluding the Deputy Chief and Chief, are eligible for an annually applied educational incentive at the employee's highest advanced education attained that includes 2.5% for associates degree, 5% for bachelors degree, or 10% masters degree. Not to be combined.
- T. Effective July 1, 2023, Police Department supervisor positions are eligible for deferred compensation match on a 1/1 basis up to \$2,500 annually.

Passed and approved at the regular meeting of the City Council of the City of Corcoran held on the 27th day of June, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jeanette Zamora-Bragg, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, _____, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the__ th day of _____, by the vote as set forth therein.

DATED:

ATTEST:

City Clerk

[seal]

**STAFF REPORT
ITEM #: 6-C****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: January 19, 2024****MEETING DATE: January 23, 2024****SUBJECT: Corcoran Chamber of Commerce Agreement****Summary:**

The City's Agreement with the Corcoran Chamber of Commerce expired on June 30, 2023. The updated agreement will cover the next three years through June 30, 2026.

Recommendation:

Consider approval of the Corcoran Chamber of Commerce Agreement and authorize the Mayor to sign on behalf of the City.

Budget impact:

The City's contributions to support the Corcoran Chamber of Commerce are covered by the General Fund. The previous agreement provided \$38,000 each fiscal year for Fiscal Years 2020-2021, 2021-2022, and 2022-2023. The Chamber Board Executive Committee requested that the City consider increasing the contribution to help cover chamber cost increases, and the City Manager recommended a cost increase of \$12,000 annually as part of the FY 2023-2024 Budget. The cost increase is already covered in the City's adopted budget, and now the agreement needs to be updated to authorize the Finance Department to issue payment.

Background:

The City of Corcoran has had a long standing joint partnership with the Corcoran Chamber of Commerce for ongoing support and promotion of local businesses, and key community events that draw thousands of visitors each year. In addition, the Chamber has been instrumental in supporting additional activities that promote the City and increase business sales that include the Gateway Park Grand Opening, the Five Pillars of Freedom unveiling, and the Downtown Business Improvement Grant as part of the Covid recovery process. The City Manager is recommending that the City support this continued investment and partnership with our local Chamber of Commerce.

Attachment: 2024 Corcoran Chamber of Commerce Agreement

**AGREEMENT BETWEEN THE CITY OF CORCORAN
AND
CORCORAN CHAMBER OF COMMERCE**

This Agreement (“**Agreement**”) is made and entered into this __ day of January, 2024, by and between the City of Corcoran, a California municipal corporation (“**City**”) and the Corcoran Chamber of Commerce (“**Chamber**”).

WITNESSETH:

WHEREAS, the City, recognizing the need for continued development of the economic base of the community is a municipal purpose, wishes to provide for a coordinated effort to encourage, promote, and foster the economic development of the community; and

WHEREAS, the Mayor and Councilmembers are to make expenditures of public funds for municipal purposes only, and are further required to oversee such expenditures; and

WHEREAS, the Chamber, in addition to its other community activities and functions, has traditionally and actively promoted business development and economic growth within the City for the purpose of creating jobs and expanding the tax base, and as a result thereof has obtained certain knowledge and expertise in this field of endeavor; and

WHEREAS, the it is the desire of the parties that the entities involved in furthering the economic well being of the community maintain their historic effort in that regard while combining their efforts for such purposes so that an effective economic development program for Corcoran results; and

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to each of the parties hereto, as well as to the public good of all the citizens of Corcoran, the parties have agreed and do hereby agree a follows:

1. THE CHAMBER WILL:

A. Assist with business expansion of existing business. This includes but is not limited to the gathering and dissemination of information, research, promotional programs, publications, and services and to representing the City’s interests in negotiating with industrial and business prospects wishing to locate in Corcoran.

B. Funds provided by the City will be used to support Chamber of Commerce activities which are related to economic development and community promotion.

C. Operate programs for the general public good for the promotion of business, industry and trade within the City. Examples include:

- Annual Chamber Dinner
- Spring Fest
- Farmers Markets
- Cotton Festival
- Christmas Parade
- Christmas in the Park

D. Indemnify the City and hold it harmless from any and all claims, suits, demands and causes of action resulting from the acts or failure to act of any agent, servant or employee of the Chamber, or any other person pursuant to this Agreement.

E. Provide reports accounting for the expenditures of the funds covered by this agreement upon request by the City.

2. THE CITY WILL:

A. Compensate the Chamber for services rendered pursuant to this Agreement in the sum of:

- \$50,000 for July 1, 2023 – June 30, 2024
- \$50,000 for July 1, 2024 – June 30, 2025
- \$50,000 for July 1, 2025 – June 30, 2026

Payable in four (4) quarterly installments after the Chamber submits an invoice to the City, such funds to be expended only under the terms, conditions, and restrictions and for the purposes specifically set forth in this agreement.

Nothing in this contract, however, shall prevent the City from specifically funding new projects as proposed by the Chamber.

3. THE CITY AND CHAMBER JOINTLY AGREE:

A. That all persons working for the Chamber under this Agreement shall be employees of the Chamber.

B. The Chamber shall have a Commercial General Liability Insurance on an occurrence basis, including products-completed operations, personal and advertising injury, with limits no less than ONE MILLION and NO/100 DOLLARS (\$1,000,000) per occurrence.

C. That this contract is not assignable.

D. That this Agreement shall continue in force and the payments hereunder shall continue until either a new agreement is approved or until the City Council votes to terminate the existing agreement. Payments shall not terminate nor services cease without 90 days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of January, 2024.

CITY OF CORCORAN
A MUNICIPAL CORPORATION

CORCORAN CHAMBER OF
COMMERCE

By _____
Jeanette Zamora-Bragg, Mayor

By _____
Chair of the Board

Attest:

Attest:

By _____
Marlene Spain, City Clerk

By _____
Secretary

**STAFF REPORT
ITEM #: 6-B****MEMO****TO: Corcoran City Council****FROM: Greg Gatzka, City Manager****DATE: January 19, 2024****MEETING DATE: January 23, 2024****SUBJECT: Police Chief Employment Agreement and Salary Resolution Amendment****Summary:**

Maggie Ochoa has been selected as the City's new Police Chief, and an employment agreement has been prepared. If approved, amendments are necessary to the City's FY 23-24 Salary Resolution to reflect the agreement provisions.

Recommendation:

Consider taking action on the following:

1. Amend Resolution No. 4016 to make minor edits and changes for consistency with the Police Chief employment agreement; and
2. Authorize the City Manager to sign the Police Chief Employment Agreement on behalf of the City.

Budget impact:

The proposed starting salary for the Police Chief is at Step 4 (Annual salary of \$141,294) within the current Police Chief Salary Range as established by Council adopted resolution. Additional benefits changes are proposed within the Employment Agreement and are estimated to be an increased City cost of approximately \$2,287 during the remainder of FY 2023-2024. These costs are already covered in the City's adopted FY 2023-2024 Budget, and the City has had salary savings from the position vacancy over the past six months and hiring of Dave Putnam as a CalPERS retired annuitant which only allows hourly compensation without any additional benefits.

Background:

The proposed Police Chief Employment Agreement is new for this position, but aligns with current trends in Agency Police Chief hirings. The agreement was developed by the City Manager and City Attorney and integrates current and relevant State law provisions, and other procedural terms and conditions of employment that provide greater certainty and understanding of expectations for

both the City and new Police Chief. This agreement will establish two new benefits and increase six existing benefits that include:

1. Addition of six (6) months severance;
2. Addition of 2.5% salary incentive for completion of POST Executive Certificate;
3. Increased uniform allowance from \$1,000 to \$1,200;
4. Increased deferred compensation match from 5% to 6%;
5. Increased health benefit contribution from 75% to 80%;
6. Increased life insurance coverage from \$70k to \$100k;
7. Increased management leave by three additional days; and
8. Increased allowance to city's maximum vacation leave accrual.

As the city's employee salary and benefits are set by the City Council through the annual salary resolution, the current Council Resolution No. 4016 will need to be amended to incorporate the above mentioned benefit changes, and make a few minor corrections. The City Manager recommends making the following amendments to Council Resolution No. 4016 as provided in the attached resolution:

1. Correct a typo on Section I bi-weekly compensation table for WWTP Operator In Training Step 4 that should read "1,428.46" instead of "1,438.46".
2. Update Section III for Unrepresented Management to change the Police Chief Note to list "CONTRACT".
3. Add an additional sentence under CONDITION NOTES/FULL-TIME EMPLOYEES to read "CONTRACT refers to a separate employment contract that establishes terms, conditions, and benefits that may differ from benefits defined within this resolution, the greater of which shall take precedence."
4. On Condition Notes I.1. remove reference to Chief.
5. On Condition Notes L under 4 days update by removing "Human Resources Coordinator" and add "Deputy City Clerk."
6. On Condition Notes L under 7 days update by changing classification title from "Public Works Superintendent" to "Utilities Superintendent."
7. On Condition Notes L add new category with "10 days Police Chief."

Resolution NO. 4016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
ADOPTING A COMPENSATION AND BENEFIT PLAN
FOR THE FISCAL YEAR 2023-24

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Corcoran that adjustments to the compensation and benefits plan for Fiscal Year 2023-24 be made and compensation shall be as indicated effective on the date specified below for the fiscal year above written:

- I. Effective first full pay period after July 1, 2023, bi-weekly compensation shall be as indicated for the following represented classifications:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Note
Account Clerk	1,392.61	1,462.90	1,537.99	1,616.81	1,698.82	A,D,G,O
Account Technician	1,887.69	1,982.31	2,081.08	2,185.38	2,294.31	A,D,G,O
Administrative Assistant	1,575.55	1,654.58	1,737.50	1,823.76	1,915.04	A,D,G,O
Building Inspector I	1,980.67	2,079.86	2,183.75	2,293.38	2,408.23	A,D,G,I,O
Building Inspector II	2,292.92	2,407.38	2,527.85	2,654.31	2,786.77	A,D,G,I,O
Chief Fleet Mechanic	1,770.31	1,858.20	1,951.19	2,069.83	2,151.36	C,D,F,G,I,O
Clerk/Dispatcher I	1,529.14	1,605.84	1,686.32	1,770.05	1,858.63	B,D,H,I,P,S
Clerk/Dispatcher II	1,621.47	1,702.11	1,787.07	1,876.84	1,970.44	B,D,H,I,P,S
Clerk/Dispatcher III	1,783.38	1,872.46	1,965.69	2,063.54	2,166.46	B,D,H,I,P,S
Code Enforcement Officer	1,637.10	1,719.03	1,805.45	1,895.38	1,990.30	C,D,G,I,O
CSO/ Animal Control	1,514.44	1,590.40	1,670.11	1,753.03	1,840.76	B,D,E,H,I,P,S
CSO/ Animal Control II	1,666.15	1,749.23	1,836.92	1,928.77	2,025.23	B,D,E,H,I,P,S
CSO/ Prop. & Evidence Tech.	1,514.44	1,590.40	1,705.46	1,753.03	1,840.76	B,D,E,G,I,O,S
CSO/ Prop. & Evidence Tech. II	1,666.15	1,749.23	1,836.92	1,928.77	2,025.23	B,D,E,G,I,O,S
Dispatcher Supervisor	1,966.15	2,064.46	2,167.38	2,275.38	2,388.92	B,D,H,I,P,S,T
Fleet Mechanic	1,652.31	1,734.92	1,821.69	1,912.62	2,008.62	C,D,FG,I,O
Maintenance Worker I	1,354.30	1,421.80	1,493.00	1,567.88	1,646.46	C,D,F,G,I,O
Maintenance Worker II	1,522.35	1,598.71	1,678.83	1,762.18	1,850.37	C,D,F,G,I,O
Parks & Streets Maint. Super.	2,059.34	2,161.90	2,270.17	2,383.57	2,503.23	C,D,F,G,I,O
Planning Technician	1,575.69	1,654.62	1,737.23	1,824.46	1,915.38	A,D,G,O
Planner I	1,980.46	2,079.69	2,183.54	2,292.46	2,407.38	A,D,G,O
Planner II	2,292.92	2,407.38	2,527.85	2,654.31	2,786.77	A,D,G,O
Police Corporal	2,281.02	2,394.97	2,515.33	2,640.51	2,772.64	B,D,H,I,P,S,T
Police Officer I	2,068.65	2,172.43	2,281.02	2,394.97	2,515.33	B,D,H,I,P,S
Police Officer II	2,172.43	2,281.02	2,394.97	2,515.33	2,640.51	B,D,H,I,P,S
Police Sergeant	2,600.80	2,730.23	2,866.86	3,010.11	3,161.12	B,D,H,I,P,S,T
Records Clerk I	1,373.75	1,442.22	1,514.44	1,514.44	1,670.11	B,D,G,I,O,S
Records Clerk II	1,470.75	1,544.67	1,620.51	1,701.63	1,786.59	B,D,G,I,O,S
Records Clerk III	1,617.69	1,698.46	1,783.38	1,872.46	1,965.69	B,D,G,I,O,S
Records Supervisor	1,783.38	1,872.46	1,965.69	2,063.54	2,166.46	B,D,G,I,O,S,T
Senior Account Clerk	1,552.85	1,632.69	1,715.79	1,803.78	1,895.57	A,D,G,O
Transit Coordinator	1,646.19	1,727.92	1,814.39	1,905.61	2,000.52	C,D,G,O
Transit Operator	1,258.93	1,322.17	1,388.12	1,457.31	1,530.28	C,D,G,I,O
Transit Operator II	1,654.15	1,737.23	1,824.00	1,914.92	2,010.92	C,D,G,I,O
Water Chief Plant Operator	3,047.16	3,199.93	3,359.39	3,527.59	3,704.02	C,D,E,F,G,I,O
Water Shift Operator	2,132.17	2,238.67	2,351.06	2,468.26	2,591.89	C,D,E,F,G,I,O
Water Lead Shift Operator	2,528.89	2,655.55	2,788.25	2,927.52	3,073.93	C,D,E,F,G,I,O
Water Utility Operator	1,717.68	1,803.79	1,893.95	1,988.74	2,088.14	C,D,E,F,G,I,O
Water Utility Worker	1,456.30	1,528.89	1,605.45	1,685.41	1,769.91	C,D,E,F,G,I,O
WWTP Chief Plant Operator	2,579.12	2,708.00	2,843.26	2,985.99	3,135.10	C,D,E,F,G,I,O
WWTP Lead Utility Operator	2,095.92	2,200.88	2,310.82	2,426.83	2,558.75	C,D,E,F,G,I,O
WWTP Utility Operator I	1,551.99	1,629.84	1,711.52	1,796.49	1,886.40	C,D,E,F,G,I,O
WWTP Utility Operator II	1,805.93	1,896.31	1,991.65	2,090.85	2,195.55	C,D,E,F,G,I,O
WWTP Operator In Training	1,210.15	1,271.08	1,334.31	1,428.46	1,500.46	C,D,E,F,G,I,O

- II. Effective first full pay period after July 1, 2023, bi-weekly compensation shall be as indicated for the following unrepresented classification:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Note
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Transit & Grants Manager	1,967.36	2,066.35	2,169.64	2,277.77	2,391.82	C,G,O,Q

- III. Effective first full pay period after July 1, 2023, bi-weekly compensation shall be as indicated for the following management classifications:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Note
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Asst. to the CM / City Clerk	2,565.05	2,693.09	2,827.58	2,969.07	3,118.08	C,G,O,Q
Comm./Records Manager	2,432.77	2,772.46	2,910.92	3,056.31	3,209.54	C,G,I,O,Q,S
Community Dev Director	4,177.89	4,386.62	4,606.65	4,836.90	5,078.45	C,G,O,Q
Deputy Police Chief	3,856.72	4,049.72	4,252.32	4,461.82	4,686.99	C,G,I,O,Q
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Lieutenant	3,319.85	3,485.54	3,659.54	3,842.31	4,034.31	C,G,I,O,Q
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Public Works Director	4,474.35	4,698.78	4,933.64	5,180.02	5,439.02	C,G,I,O,Q
Utilities Superintendent	2,693.08	2,827.85	2,969.54	3,117.69	3,273.69	C,G,I,O,Q

Step 1. The first step of the salary range of the City of Corcoran's Compensation Plan.

Step 2. Available to those employees who have completed one year of satisfactory performance in Step 1 of the compensation plan and have met all other merit increase provisions.

Step 3. Available to those employees who have completed one year of satisfactory performance in Step 2 of the compensation plan and have met all other merit increase provisions.

Step 4. Available to those employees who have completed one year of satisfactory performance in Step 3 of the compensation plan and have met all other merit increase provisions.

Step 5. Available to those employees who have completed one year of satisfactory performance in Step 4 of the compensation plan and have met all other merit increase provisions.

Police Officers assigned to the following specialty assignments will receive a base pay rate 5% above their current step:

MCTF/Narcotics Task Force/Gang Task Force, School Resource Officer, Detective, or K-9.

Police Officers assigned as Field Training Officers will receive a base pay rate 3% above their current step, for any pay period during which they perform this function.

Clerk/Dispatchers will receive specialty assignment pay of \$50 per pay period for any dispatcher assigned to train a newly employed dispatcher.

Clerk/Dispatcher and Record Clerks will receive a \$50 stipend for each occurrence when asked to serve as jail matron with a maximum of \$200 per month.

Longevity Pay as per MOU.

VI. Effective first full pay period after July 1, 2023, compensation shall be as indicated for the following part-time positions:

Administrative Assistant	\$18.00
Clerk Dispatcher	\$19.00
Crossing Guard	\$17.00
Office Clerk	\$18.00
Police Officer Trainee (Aca)	\$24.00
Records Clerk	\$17.00
Reserve Police Officer-Level 1	\$25.00
Transit Driver	\$17.00

CONDITION NOTES/FULL-TIME EMPLOYEES

Conditions J, K, L, M and R apply to all full-time employees. **CONTRACT refers to a separate employment contract that establishes terms, conditions, and benefits that may differ from benefits defined within this resolution, the greater of which shall take precedence.**

- A. Works 40 hour per week on weekdays.
- B. Works shifts assigned by the Department Head
- C. Works 40 hours per week and/or as necessary.
- D. Authorized overtime compensated at one and one-half times the hourly shift rate as per Sections 517 and 519 of the City of Corcoran Personnel Manual and current Memorandums of Understanding.
- E. Authorized to receive standby pay at the rate of \$150 per week, with an additional \$25 for each holiday that falls within a standby period.
- F. Authorized to receive a minimum of two hours overtime accumulation when called back to duty. This compensation to be in addition to any standby pay received.
- G. Observes eleven municipal holidays on a guaranteed basis.
- H. Does not observe municipal holidays, but receives holiday in-lieu compensation of 4 ½% of the employee's annual salary.
- I. Eligible for uniform maintenance and allowance as provided below and to be disbursed as indicated:
 - 1. Police Officers, ~~Chief~~ and Deputy Chief \$1,000.00 paid in December and June (in arrears)
 - 2. Community Service Officers \$700.00 paid in December and June (in arrears)
 - 3. Dispatchers, Records Clerks and Communications/Records Manager \$500.00 paid in December and June (in arrears)
 - 4. Public Works Director \$500.00 paid in July (in advance)
 - 5. Building Division \$500.00 paid in July (in advance)
 - 6. Reserves \$400.00 paid in December and June (in arrears)
- J. Effective July 1, 2018
CPOA: The City's contribution towards the employees' monthly premiums for health and welfare insurance programs for employees will continue to be 80% of the total cost for employees hired before January 1, 2013.

For employees hired after January 1, 2013 the City's contribution towards the employees' monthly premiums for health and welfare insurance programs will be 70% of the total cost.

Employees in CLOCEA, Local 39, or Unrepresented: The City contribution towards the employees' monthly premium for health and welfare insurance programs for employees will be 75% of the total cost.

Employees who have medical coverage elsewhere and opt out of the City's plan are eligible to receive \$150 a month in the form of a contribution to a Deferred Comp account.

K. Effective July 1, 2015, sick leave shall continue to be accrued as follows:

1. 3.69 hours per biweekly pay period for employees on 8 hour shifts, 4.06 hours per biweekly pay period for employees on 10 hour shifts and 4.43 hours per biweekly pay period for employees on 12 hour shifts.
2. Unused sick leave may be sold back to the City as per the current Memorandum of Understanding and/or City Personnel Manual.

L. Effective July 1, 2015, vacation leave hours shall be accrued per biweekly pay period as follows:

<u>Years of Service</u>	<u>8 hour shifts</u>	<u>10 hour shifts</u>	<u>12 hour shifts</u>
0 - 4	3.08	3.39	3.70
5 - 9	4.62	5.08	5.54
10 or more	6.15	6.77	7.39

Administrative leave shall be credited to the following positions in the amounts shown on an annual basis.

4 days Executive Assistant--Police Department
Accountant
~~Human Resources Coordinator~~
Deputy City Clerk

7 days City Manager
Departments Heads
Assistant to the City Manager/City Clerk
Assistant Community Development Director/Building Official
Deputy Police Chief
Communications/Records Manager
~~Public Works~~ Utilities Superintendent

10 days Police Chief

No employee shall accumulate more than thirty (30) (45 for management) days vacation leave regardless of length of service without approval from the City Manager.

Employees may sell up to 5 days of accumulated vacation a year as long as they maintain 20 days accumulation, as per the current Memorandum of Understanding. CPOA employees may sell up to an additional 160 hours at 60% of hourly rate per Memorandum of Understanding.

M. Effective July 1, 2015, the reimbursement rate for use of a personal vehicle for City Business will continue to be the current IRS reimbursement rate or per the Travel and Training Policy.

- O. Eligible to receive one floating holiday a year.
- P. Eligible to receive two floating holidays a year.
- Q. Eligible for a City match of \$1 for every \$1 of contributions to a deferred compensation plan by the employee, up to a maximum of 5% of the employee's salary.
- R. Retirement benefits for full-time employees are provided by contract with CalPERS. Employees as of July 1, 2012 are covered under 2%@55(single highest year) for miscellaneous employees and 3%@55(single highest year) for safety employees. Effective January 1, 2013 a two-tier plan was established with new employees covered under 2%@62 (final three years) for miscellaneous employees and 2.7%@57(final three years) for safety employees. Plan costs are split between the City and employee in accordance with the current MOU.
- S. Effective July 1, 2023, Police Department Employees, excluding the Deputy Chief and Chief, are eligible for an annually applied educational incentive at the employee's highest advanced education attained that includes 2.5% for associates degree, 5% for bachelors degree, or 10% masters degree. Not to be combined.
- T. Effective July 1, 2023, Police Department supervisor positions are eligible for deferred compensation match on a 1/1 basis up to \$2,500 annually.

Passed and approved at the regular meeting of the City Council of the City of Corcoran held on the 27th day of June, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jeanette Zamora-Bragg, Mayor

ATTEST: _____
Marlene Lopez, City Clerk

CLERKS CERTIFICATE

City of Corcoran }
County of Kings } ss.
State of California }

I, _____, hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a regular meeting held on the__ th day of _____, by the vote as set forth therein.

DATED:

ATTEST:

City Clerk

[seal]

AT-WILL EMPLOYMENT AGREEMENT
For the position of
POLICE CHIEF FOR THE CITY OF CORCORAN

This Employment Agreement (“**Agreement**”) is made and entered into this __ day of January, 2024, by and between the City of Corcoran, a California municipal corporation (“**CITY**”) and MARGARITA (“**Maggie**”) OCHOA, and individual (“**EMPLOYEE**”) upon the following terms and conditions:

RECITALS

WHEREAS, the City Manager is authorized to appoint CITY staff, pursuant to the Corcoran Municipal Code (“**C.M.C.**”) Section 1-7A-5-C, and more specifically Section 5-1-1-B for the appointment of the Police Chief; and

WHEREAS, the City Manager desires to appoint and employ the services of EMPLOYEE as the Police Chief (“**Position**”) for the City, as established by C.M.C. Section 5-1-1; and

WHEREAS, EMPLOYEE desires to accept such appointment as Police Chief on the terms and conditions contained herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. Appointment of Police Chief, Duties and Term:

1.1 Appointment of Police Chief and Duties. The City Manager hereby appoints EMPLOYEE to the position of Police Chief, in and for the City, to perform the functions and duties of the Police Chief as set forth in the operative job description (as amended from time-to-time), in accordance with all applicable CITY policies, and under the direction of the City Manager, as the City Manager is authorized to oversee CITY employees under Section 1-7A-5 of the C.M.C. EMPLOYEE accepts such appointment and employment pursuant to the terms of this Agreement. EMPLOYEE shall further perform the functions and duties specified under the laws of the State of California, the C.M.C, the ordinances and resolutions of the City, and such other duties and functions as the City Manager may from time-to-time assign.

1.2 Devotion to City Business. During the term of this Agreement, EMPLOYEE shall not accept any other employment and shall be exclusively employed by CITY, unless prior written authorization is received from the City Manager, which the City Manager may withhold in their sole and absolute discretion. EMPLOYEE must devote her/his best efforts, full energy, skill, ability, and productive time to the performance of her/his duties under this Agreement.

EMPLOYEE shall not engage in any activity which is or may become a conflict of interest, or which may create an incompatibility of office as defined under California Law, or which interferes with EMPLOYEE's ability to effectively perform their duties under this Agreement. EMPLOYEE must annually complete financial disclosure forms as required by law.

1.3 Exempt Employee. The general business hours for CITY employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. However, it is recognized and understood by the CITY and EMPLOYEE that this Position is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. §§ 201 et seq.). EMPLOYEE shall not receive any overtime or extra compensation for hours worked outside of the CITY's general business hours, which are necessary to fulfill the duties of the Position, unless otherwise expressly provided in this Agreement.

1.4 Schedule. EMPLOYEE's daily and weekly work schedule shall vary in accordance with the work required to be performed. The Position may include frequent attendance at evening meetings and frequent irregular hours as necessary to meet deadlines and achieve objectives. The City Council and the City Manager recognize that EMPLOYEE must devote a substantial amount of time outside of normal office hours to conduct the business of the CITY and to that end, will be allowed to take administrative/management leave, as is appropriate, during said normal office hours.

1.5 Term. The term of this Agreement shall be for three (3) years from the date of execution. The City Manager in her/his sole discretion may in writing extend the Term of this Agreement from time-to-time in increments of at least two (2) years. No later than three (3) months prior to the expiration of the Term, the City Manager shall provide written notice to EMPLOYEE as to whether the City Manager intends to extend the term.

SECTION 2. At-Will Employment And Termination:

2.1 At-Will. EMPLOYEE is an at-will employee serving at the pleasure of the City Council and City Manager as provided respectively in Government Code § 36506 and C.M.C. Section 5-1-1-B.

2.2 Termination Not-For-Cause. If City Manager terminates this Agreement (thereby terminating EMPLOYEE's employment) without cause, and if EMPLOYEE signs and delivers to the CITY, and does not revoke, a complete and general release agreement ("Release Agreement") which is acceptable to CITY, then CITY shall pay EMPLOYEE a lump sum payment equal to six (6) months of EMPLOYEE's then Base Salary, less any applicable withholdings (the payment, collectively "Severance").

2.3 Termination for Cause. If City Manager terminates this Agreement (thereby terminating EMPLOYEE's employment) with cause, then EMPLOYEE shall not be

entitled to any additional compensation or payment, including Severance, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms (“**Accrued Salary and Benefits**”). Termination of EMPLOYEE under this Section shall be conducted in compliance with California Government Code § 3304(c), which currently reads as follows:

3304 (c) “No chief of police may be removed by a public agency, or appointing authority, without providing the chief of police with written notice and the reason or reasons therefor and an opportunity for administrative appeal.

For purposes of this subdivision, the removal of a chief of police by a public agency or appointing authority, for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute “reason or reasons.”

Nothing in this subdivision shall be construed to create a property interest, where one does not exist by rule or law, in the job of Chief of Police.”

The administrative appeal shall be before the City Council, and as used in this Agreement, Cause shall include any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the CITY or on the reputation of any one or more of its departments;
2. Conviction of any crime involving an “abuse of office or position,” as that term is defined in Government Code § 53243.4 (see Section 2.4, (below));
3. Willful insubordination or failure to carry out a lawful directive or directives of the City Manager; and
4. Any negligent or grossly negligent action or inaction by EMPLOYEE which in the opinion of the CITY: (a) materially and adversely impedes or disrupts the operations of CITY or its organizational units; (b) is detrimental to any employee(s) or public safety; or (c) violates CITY’s established rules or procedures. Examples of reasons include, but are not limited to:

- a. Disclosing confidential information of CITY without authority to do so;
- b. Gross carelessness or misconduct;
- c. Unjustifiable and/or willful neglect of the duties described in this Agreement;
- d. Mismanagement;
- e. Non-performance of duties;
- f. Any conduct which violates the CITY's personnel rules, regulations and policies, and for which a CITY employee may be terminated or demoted;
- g. Repeated and/or protracted unexcused absences from the Police Chief's office and duties;
- h. Willful destruction or misuse of CITY property;
- i. Conduct which in any way has any substantial and adverse effect on the reputation or credibility of the CITY or any of its departments and officers;
- j. Willful violation of federal, State, and/or CITY discrimination laws and related CITY's policies;
- k. Any substance abuse which adversely affects performance of either EMPLOYEE's duties as Police Chief or the ability of any other CITY employee(s) to carry out their public duties;
- l. Refusal to take or subscribe to any oath or affirmation which is required by law;
- m. Dishonesty;
- n. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, CITY's legitimate business interests; or
- o. Breach of any of provision(s) of this Agreement.

2.4 Abuse of Office. Notwithstanding any of the provisions in Sections 2.1 and 2.2 (above), in any circumstance in which EMPLOYEE is convicted of a crime involving abuse of their office or position with the CITY, as defined in California Government Code § 53243.4, any paid administrative leave provided by the CITY pending an outcome of the investigation into such crime, any CITY funds expended for the any form of legal defense of EMPLOYEE, including any CITY funds expended in defense of EMPLOYEE in any related civil lawsuit, and any cash settlement or Severance provided to the EMPLOYEE upon termination shall be fully reimbursed by the EMPLOYEE to the City.

2.5 Termination of Agreement in the Event of EMPLOYEE's Death. This Agreement shall terminate upon the death of EMPLOYEE. In the event of such termination, the EMPLOYEE's estate shall receive Accrued Salary and Benefits, but shall not be entitled to any additional compensation or payment, including Severance.

2.6 Automatic Termination In Event EMPLOYEE Fails To Meet Certification Requirements. A failure to meet all certification requirements of a Police Chief as

established by the Commission on Peace Officer Standards and Training (**POST**) and any other California laws and/or regulations shall result in an automatic termination of this Agreement. In the event of such termination, EMPLOYEE shall not be entitled to additional compensation or payment, including Severance.

2.7 Disability Termination. If EMPLOYEE shall, for whatever reason, become incapable of performing any of the essential functions of Position, even with reasonable accommodation by CITY, either (1) permanently, or (2) for a period exceeding the period of leave available to the EMPLOYEE under the Family Medical Leave Act or the California Family Rights Act, accrued sick leave or one hundred eighty (180) days, whichever is longer, then EMPLOYEE shall be deemed to have suffered a disability. As the Position is critical to the safety of the public and also requires EMPLOYEE to devote a substantial amount of time both during and outside of normal office hours to execute the business of CITY, EMPLOYEE recognizes that granting any amount of leave beyond the time period stated in this section shall constitute an undue hardship on CITY and its residents. In accordance with applicable law, any request for leave which does constitute an undue hardship shall be grounds for a not-for-cause termination of this Agreement under, and in accordance with, Section 2.2 of this Agreement.

Nothing in this Section 2.7 shall impact the right of the EMPLOYEE in connection with receipt of Labor Code § 4850 pay in the event of a qualifying occupational injury.

2.8 Resignation/Retirement of EMPLOYEE. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from their position with the CITY, subject only to the provisions set forth in this Agreement. EMPLOYEE may terminate this Agreement by submitting written notice of their resignation to the City Manager and shall provide not less than thirty (30) business days of prior written notice of their intention to resign or retire. If EMPLOYEE resigns or retires from employment with the CITY, they shall not be entitled to any severance pay. EMPLOYEE shall be paid for all accrued vacation to the effective date of the resignation or retirement.

SECTION 3. Compensation and Annual Evaluation:

3.1 Base Salary. Upon commencement of employment, EMPLOYEE's initial salary shall be established at Step 4 (currently \$141,228.00 annual salary) of the Police Chief classification of the CITY's current adopted salary schedule (Council Resolution No. 4016), and is entitled to any cost-of-living adjustments as may be approved and reflected in any subsequent adopted salary schedules of the CITY. EMPLOYEE shall be eligible for consideration of advancement on the adopted salary schedule on the basis of an annual performance evaluation as conducted by the City Manager. Nothing herein shall be deemed

to impair the CITY's authority to revise the salary for the Police Chief position on the CITY's salary schedule.

3.2 Vacation and Sick Leave Sellback. EMPLOYEE is annually allowed a sellback of up to forty (40) hours of accrued vacation leave first. Also annually, upon such sell-back of 40 vacation hours, or when no further vacation hours are available or qualify for sell-back, then up to forty-eight (48) hours of accrued sick leave is allowed for sellback. Sellback is made available beginning with the first full pay period in July, and paid out as part of the employee's regularly scheduled paycheck. Payment may also be accommodated during either of the two separate check issuances occurring in September and March. Sellback for each leave is subject to maintaining the required leave balance in the respective leave category as established by City Council adopted Salary Resolution.

3.3 Uniform Allowance. The CITY shall purchase EMPLOYEE's initial uniform at time of EMPLOYEE's hire to provide the necessary attire to represent the CITY and be visibly recognized and serving as the Police Chief. Future uniform allowances in the amount of twelve hundred (\$1,200) or such other amount as is approved by the City Council will be provided on an annual basis, as established and amended according to the most recent CITY adopted Salary Resolution.

3.4 Pro-Rata Decrease. EMPLOYEE acknowledges that the Base Salary may be subject to pro rata decrease based on the City Council's adoption of any wage reduction as a budgetary measure, though that is not anticipated as of the signing of this Agreement. Should the CITY implement a wage reduction for Unrepresented Executive Management employees during the life of this Agreement while EMPLOYEE is in the Position, EMPLOYEE's base pay will be reduced in an amount no greater in percentage than the average reduction of other employees in the Unrepresented Executive Management group.

3.5 Review and Evaluation. The City Manager agrees to review and evaluate EMPLOYEE's performance of their duties as Police Chief pursuant to the terms of this Agreement on not less than an annual basis and to provide EMPLOYEE with a written performance review. The annual review and evaluation shall be conducted in January of each year, or at such later time scheduled at the City Manager's discretion.

3.6 Education Incentive. Upon receipt of the Peace Officer Standards and Training Commission ("POST") Executive Certificate, EMPLOYEE will receive a two-and one-half percent (2.5%) education incentive pay increase.

SECTION 4. Non-Cash Compensation and Benefits:

4.1 CalPERS Retirement. The CITY does not participate in Social Security. CITY agrees to continue to enroll EMPLOYEE as a member of the California Public Employees

Retirement System (CalPERS) in the CalPERS “Public Safety” plan of 3% at 55 program for qualifying “Classic” members, consistent with the provisions of the California Public Employees Pension Reform Act of 2013 (PEPRA). Pursuant to California Government Code § 53244, a local public officer who is convicted by a State or federal trial court of any felony under State or federal law for conduct arising out of, or in the performance of, their official duties shall forfeit any contract right or other common law, constitutional or statutory claim against a public agency employer to retirement or pension rights or benefits.

4.2 Deferred Compensation Retirement Plan (IRS 457(b) or 401a). CITY shall provide a 1:1 matching contribution equivalent to EMPLOYEE’s directed payroll contribution towards any CITY approved Deferred Compensation Plan, and limited to a maximum of six percent (6%) of EMPLOYEE’s annual Base Salary.

4.3 Medical/Dental/Vision Coverage. CITY agrees to provide the EMPLOYEE and eligible family members with medical, dental, and vision insurance. CITY shall pay (80%) of the premiums for the EMPLOYEE and eligible family members.

4.4 Vacation Accrual. EMPLOYEE shall accrue vacation leave at the rate of one hundred sixty hours (160) per year. Upon the signing of this Agreement, eighty (160) hours of borrowed vacation leave shall be immediately available to EMPLOYEE. Proceeding years shall resume at regularly scheduled accrual rates as established by the most recently adopted Salary Resolution. Upon separation, EMPLOYEE is entitled to receive payment at their current Base Rate for all unused vacation time accrued as of the effective date of separation.

4.5 Sick Leave Accrual. EMPLOYEE shall accrue sick leave at the rate of ninety-six hours (96) per year. Upon the signing of this Agreement, ninety-six hours (96) hours of borrowed sick leave shall be immediately available to EMPLOYEE. Proceeding years shall resume at regularly scheduled accrual rates as established by the most recently adopted Salary Resolution.

4.6 Life Insurance. CITY shall provide EMPLOYEE with the same life insurance provided to other Unrepresented Executive Management employees of the CITY, which is currently set for \$100,000 coverage. EMPLOYEE shall have the sole discretion in designating any beneficiary(ies) under such life insurance policy.

4.7 Other Non-Cash Benefits. Unless otherwise specifically provided for in this Agreement, CITY will provide the EMPLOYEE with the same type and level of benefits as provided to other Unrepresented Executive Management level employees within the CITY’s employ, including, but not limited to holidays, sick leave, vacation, and term life insurance.

All actions taken by the City Council relating to those benefits for other executive management employees of CITY shall be considered actions relating to those benefits of EMPLOYEE and shall be deemed to be agreeable amendments to this Agreement without any need for a written amendment or modification signed by all parties.

EMPLOYEE shall be responsible for an income tax liability arising out of receipt of benefits provided under this Agreement which exceed the allowable tax exempt amounts including, but not limited to, excess life insurance, and EMPLOYEE agrees to hold CITY harmless and indemnify it for any liabilities, costs and expenses caused by any tax authority relating to these benefits.

4.8 Hours of Work and Management Leave. In recognition of the fact that EMPLOYEE is an exempt employee pursuant to the provisions of the Fair Labor Standards Act (FLSA), and is expected to work any and all hours/days necessary to competently and fully perform the functions as Police Chief, the EMPLOYEE is provided with ten (10) days (i.e. 56 hours) of paid management leave annually. EMPLOYEE shall not be entitled to nor receive any overtime pay. Management leave shall be subject to the CITY policies and practices governing management leave provided to other Unrepresented Executive Management employees of the CITY. Management leave is to be used at the discretion of the EMPLOYEE, with the consent of the City Manager which will not be unreasonably denied.

4.9 Use of CITY-Owned Vehicle and Equipment. The CITY agrees to provide a CITY vehicle for job-related and incidental use, including travel to and from home and work. CITY shall also provide a CITY issued cellular telephone and Surface Pro (or comparable computer device) for remote access work and connection to CITY server(s).

4.10 Professional Development. CITY agrees to budget and pay the professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for his/her continuation and participation in national, regional, State and local associations and organizations selected by the City Manager, including the California Police Chiefs Association, Kings County Police Chiefs, League of California Cities and similar organizations, necessary and desirable for his/her continued professional participation, growth and advancement, for the benefit of the CITY. Notwithstanding the foregoing, CITY shall have the sole and exclusive discretion as to which items noted in this paragraph shall be paid by CITY.

SECTION 5. General Provisions.

5.1 Notices. Notices pursuant to this Agreement shall be given by United States Postal Service delivery, first class mail postage pre-paid, addressed as follows:

If to the CITY: City of Corcoran
Attn: City Manager
832 Whitley Avenue
Corcoran, CA 93212.

If to EMPLOYEE: Margarita (Maggie) Ochoa
911 Hanna Avenue
Corcoran, CA 93212
(or otherwise to Employee's residence as identified in
Employee's personnel records)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to in civil law proceedings. Notice shall be deemed given as of the date of personal service or as of the fifth calendar day after deposit of such written notice into the United States Postal Service.

5.2 Indemnification. CITY shall defend, hold harmless and indemnify EMPLOYEE against any tort, personnel, civil rights or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of performance of EMPLOYEE's duties as Police Chief, in accordance with California's Tort Claims Act (Government Code §§ 825 et seq.), and shall provide a defense to EMPLOYEE in accordance with Government Code §§ 995-996.5. The CITY may decline to defend or indemnify EMPLOYEE only to the extent permitted by applicable laws. EMPLOYEE agrees that CITY or its insurance carrier may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgement. Provided, however, that the CITY's duty to defend and indemnify shall be contingent upon EMPLOYEE's good faith cooperation with such defense.

5.3 Conflict with City Municipal Code. The CITY's personnel ordinances, resolutions, rules and policies shall apply to the EMPLOYEE in the same manner as applied to other management employees, provided, however, in the event of a conflict between the provisions of this Agreement and the CITY's Municipal Code or any ordinance, the Municipal Code and any ordinance shall prevail over this Agreement.

5.4 Entire Agreement. This Agreement represents the entire agreement between the CITY and EMPLOYEE as to each and all of the subjects discussed herein and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of EMPLOYEE by CITY, and contains the entirety of all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreement, oral or otherwise, have been made by either party, or by anyone acting on behalf of either

party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

5.5 Modifications. Any modifications to his Agreement shall be effective only if in writing and signed by both parties hereto.

5.6 Effect of Waiver. The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right of power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

5.7 Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, unenforceable or in conflict with any code or regulation governing its subject matter, only the offending provision shall be considered null and void and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated for cause, at the option of the affected party.

5.8 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

5.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. EMPLOYEE agrees to perform this Agreement in accordance with all applicable federal, State and local laws. EMPLOYEE and CITY agree that this Agreement is deemed to be entered into in Corcoran, California, and that venue for any dispute between the parties shall be in Kings County, California.

5.10. Assignment. Unless otherwise provided in this Agreement, CITY is relying upon the personal skill, expertise, training and experience of EMPLOYEE and no part of this Agreement may be assigned or subcontracted by EMPLOYEE without the prior written consent of CITY. Any attempted assignment shall be null and void.

5.11. Headings. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

5.12. No Third-Party Beneficiaries Intended. Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

5.13. Construction. This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

5.14. Representation by Legal Counsel. The parties acknowledge and agree that they were, or had a reasonable opportunity to be, represented individually by legal counsel with respect to the matters which are the subject of this Agreement and that, either way, they are now fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

IN WITNESS WHEREOF, the City Council of the City of Corcoran has authorized its City Manager to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has fully reviewed, signed and executed this Agreement. By affixing their signatures below each of the parties indicate that each agrees to be deemed to have read and understood the Agreement, and shall abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of January, 2024.

CITY OF CORCORAN

EMPLOYEE

By _____
Greg Gatzka, City Manager

By _____
Margarita Ochoa

Attest:

Approved as to Form:

By _____
Marlene Spain, City Clerk

By _____
Moses Diaz, City Attorney
Joseph Beery, Deputy City Attorney
PUBLIC INTEREST LAW FIRM



**COUNCIL REQUESTS OR REFERRAL ITEMS
PENDING FURTHER ACTION or RESOLUTION BY STAFF**

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
09/26/23	Vacant and blighted commercial properties. Council directed staff to begin preparing an abatement ordinance.	In progress	City Manager
09/26/23	Expansion of diagonal parking along Whitley Ave.	In progress	Public Works/Community Development
09/26/23	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
11/14/23	Traffic safety and emergency access.		City Manager

MATTERS FOR MAYOR AND COUNCIL

ITEM #:6

MEMORANDUM

MEETING DATE: January 23, 2024
TO: Corcoran City Council
FROM: Greg Gatzka, City Manager
SUBJECT: Matters for Mayor and Council

6-A. Upcoming Events/Meetings

- February 2, 2024 (Friday) Luncheon for Chief Putnam-11:30-1:30 pm, Police Department/EOC Building.
- February 7, 2024 (Wednesday) Corcoran Chamber Annual Banquet.
- February 13, 2024 (Tuesday) Council Meeting-5:30 pm, TLC.
- February 19, 2024 (Monday) City Offices Closed in Observance of President's Day.
- February 27, 2024 (Tuesday) Council Meeting-5:30 pm, Veteran's Memorial Building.

6-B. City Manager's Report

6-C. Council Comments/Staff Referral Items – *This is the time for council members to comment on matters of interest.*

6-D. Committee Reports

1. Kings Waste and Recycling Agency (KWRA)
2. Kings County Association of Governments (KCAG)
3. Kings Community Action Organization