

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

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

**Monday, July 1, 2013
6:00 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 Clerks Office at (559) 992-2151 ext. 235.

Public Comment: Members of the audience may address the Council 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 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 councilmembers 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 walk to the rostrum, state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

Consent Calendar: All items listed under the consent calendar are considered to be 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.

ROLL CALL

Mayor:	Jim Wadsworth
Vice Mayor:	Jerry Robertson
Council Member:	Mark Cartwright
Council Member:	Raymond Lerma
Council Member:	Sidonio "Sid" Palmerin

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**
 - 2-A. Approval of Minutes of the regular meeting on June 17, 2013.
 - 2-B. Authorization to read ordinances and resolutions by title only.
3. **APPROPRIATIONS (VV)**
Approval of Warrant Register dated July 1, 2013. (Venegas)
4. **PRESENTATIONS** – None
5. **PUBLIC HEARINGS** – None
6. **WRITTEN COMMUNICATIONS** – None
7. **STAFF REPORTS**
 - 7-A. Consider approval of City of Corcoran On-Call / Standby Policy. (Kroeker) (VV)
 - 7-B. Consider approval of extension of Lobbyist agreement. (Meik) (VV)
 - 7-C. Consider approval of addendum to agreement with the City of Avenal for Animal Control Shelter Services. (Shortnacy) (VV)
 - 7-D. Consider approval of agreement with Corcoran Community Foundation for Lobbyist services. (Meik) (VV)
8. **MATTERS FOR MAYOR AND COUNCIL**
 - 8-A. Information Items
 - 8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
 - 8-C. Committee Reports
9. **CLOSED SESSION**
 - 9-A. **CONFERENCE WITH LABOR NEGOTIATOR(S)** (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct its designated representatives:
 - Designated representatives: Kindon Meik
 - Name of employee organization: CPOA, CLOCEA, Local 39, and Management
 - 9-B. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:
Conference with legal counsel – ANTICIPATED LITIGATION (Government Code § 54956.9(d)).
Initiation of litigation (Government Code § 54956.9(d)(4)).
Number of potential cases is: 3.
 - 9-C. **THREAT TO PUBLIC SERVICES OR FACILITIES** (Government Code § 54957(a)).
Consultation with City Attorney Michael Farley and City Manager Kindon Meik
10. **ADJOURNMENT:**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on June 27, 2013.



 Lorraine P. Lopez, City Clerk

Accounts Payable Voucher Approval List



User: bjh
Printed: 06/26/2013-14:38

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
053389	06/26/2013	ABC Office	Shredder Bags	104-421-300-210	137.43
053389	06/26/2013	ABC Office	Shredder Oil	104-421-300-210	58.07
Warrant Total:					195.50
053390	06/26/2013	Refugio Aguirre	Per Diem/Nat'l Gang Conference	104-421-300-270	202.00
Warrant Total:					202.00
053391	06/26/2013	Amtrak	Tickets/100 Corcoran to Hanford	145-410-300-292	650.00
053391	06/26/2013	Amtrak	Tickets/100 Hanford to Corcoran	145-410-300-292	650.00
Warrant Total:					1,300.00
053392	06/26/2013	Amtrak	Tickets/100 Corcoran to Hanford	145-410-300-292	650.00
053392	06/26/2013	Amtrak	Tickets/100 Hanford to Corcoran	145-410-300-292	650.00
Warrant Total:					1,300.00
053393	06/26/2013	Amtrak	Tickets/100 Corcoran to Hanford	145-410-300-292	650.00
053393	06/26/2013	Amtrak	Tickets/100 Hanford to Corcoran	145-410-300-292	650.00
053393	06/26/2013	Amtrak	Tickets/ 15 Ten Ride Passes	145-410-300-292	590.00
Warrant Total:					1,890.00
053394	06/26/2013	ASI Administrative Solutions,	COBRA Administration	104-402-300-200	71.50
Warrant Total:					71.50
053395	06/26/2013	Basic Industries	Oil Tank & Ram Stub Pump	104-433-500-540	5,315.16
053395	06/26/2013	Basic Industries	Grease Bucket	104-433-300-210	111.23
Warrant Total:					5,426.39
053396	06/26/2013	Blue Shield of California	Health Insurance	104-000-202-011	42,686.62
053396	06/26/2013	Blue Shield of California	Health Insurance	105-000-202-011	3,917.36
053396	06/26/2013	Blue Shield of California	Health Insurance	109-000-202-011	4,147.64
053396	06/26/2013	Blue Shield of California	Health Insurance	112-000-202-011	1,716.44
053396	06/26/2013	Blue Shield of California	Health Insurance	120-000-202-011	5,128.35
053396	06/26/2013	Blue Shield of California	Health Insurance	121-000-202-011	569.82
053396	06/26/2013	Blue Shield of California	Health Insurance	145-000-202-011	4,157.63

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount	
					Warrant Total:	62,323.86
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	136.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	60.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	136.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	60.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	30.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	136.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	13.00	
053397	06/26/2013	BSK Associates	Lab Analysis	105-437-300-200	60.00	
053397	06/26/2013	BSK Associates	Lab Analysis	120-435-300-200	229.50	
053397	06/26/2013	BSK Associates	Lab Analysis	120-435-300-200	1,438.00	
					Warrant Total:	2,298.50
053398	06/26/2013	Calarco, Inc.	Granular Chlorine	105-437-300-210	88.15	
					Warrant Total:	88.15
053399	06/26/2013	Chemical Waste Management Inc	Filter Press Sludge	105-437-300-193	310.00	
053399	06/26/2013	Chemical Waste Management Inc	Filter Press Sludge	105-437-300-193	2,006.22	
053399	06/26/2013	Chemical Waste Management Inc	Filter Press Sludge	105-437-300-193	1,280.00	
053399	06/26/2013	Chemical Waste Management Inc	Anaerobic Digester	105-437-300-193	3,501.56	
053399	06/26/2013	Chemical Waste Management Inc	Anaerobic Digester	105-437-300-193	8,384.11	
053399	06/26/2013	Chemical Waste Management Inc	Anaerobic Digester	105-437-300-193	3,628.63	
					Warrant Total:	19,110.52
053400	06/26/2013	Comcast	Telephone Access for Mntce	104-432-300-220	85.60	
					Warrant Total:	85.60
053401	06/26/2013	Corcoran Publishing Company	Transit Ad	145-410-300-156	50.00	
053401	06/26/2013	Corcoran Publishing Company	Clean-up Ad	112-436-300-156	516.00	
053401	06/26/2013	Corcoran Publishing Company	Public Hearing-Urban Water Plan	105-437-300-156	96.00	
053401	06/26/2013	Corcoran Publishing Company	Public Hearing-Intent to Levy	111-601-300-156	120.00	
053401	06/26/2013	Corcoran Publishing Company	Public Hearing-Bin Refuse Service	112-436-300-156	120.00	
					Warrant Total:	902.00
053402	06/26/2013	Creative Bus Sales, Inc	Adapter Cable	145-410-300-140	344.83	
					Warrant Total:	344.83
053403	06/26/2013	CUSD	Developer Fees	104-000-202-016	1,398.42	
053403	06/26/2013	CUSD	City Admin Fee (3%)	104-000-366-100	-41.95	
					Warrant Total:	1,356.47
053404	06/26/2013	DASH Medical Gloves, Inc	Jail Supplies/Gloves	104-421-300-148	130.94	
					Warrant Total:	130.94
053405	06/26/2013	Data Ticket Inc	Online Access to Ticket Wizard	104-407-300-200	200.00	
					Warrant Total:	200.00

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
053407	06/26/2013	Dean Thompson Rental & Sales	High Reach Forklift	105-437-300-180	268.13
				Warrant Total:	268.13
053406	06/26/2013	De Lage Landen	Copier Lease/City Hall	104-432-300-180	461.18
				Warrant Total:	461.18
053408	06/26/2013	Dept of Toxic Substances Contr	Manifest Fees/EPA # CAL00211595	104-433-300-160	450.00
053408	06/26/2013	Dept of Toxic Substances Contr	Manifest Fees/EPA # CAL000354509	105-437-300-160	540.00
053408	06/26/2013	Dept of Toxic Substances Contr	Manifest Fees/EPA # CAL922623135	120-435-300-160	450.00
				Warrant Total:	1,440.00
053409	06/26/2013	Dog-On-it-Parks	Waste Can Liners	104-412-300-210	90.00
				Warrant Total:	90.00
053410	06/26/2013	E & B Landscape Garden Supply	White Rock	105-437-300-210	516.00
				Warrant Total:	516.00
053411	06/26/2013	FedEx	Shipping Fees	104-432-300-152	13.36
				Warrant Total:	13.36
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	145-410-300-141	51.50
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	104-412-300-141	14.30
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	104-421-300-141	510.00
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	104-431-300-141	8.50
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	109-434-300-141	60.00
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	120-435-300-141	55.73
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	105-437-300-141	63.85
053412	06/26/2013	Felder Communications	Radio Maintenance & Repairs	121-439-300-141	15.62
053412	06/26/2013	Felder Communications	Ammunition	104-421-300-210	118.25
053412	06/26/2013	Felder Communications	Repairs to Computer Docking Station	114-414-300-210	220.34
053412	06/26/2013	Felder Communications	Installed Equipment in PD Unit	114-414-300-210	6,729.65
053412	06/26/2013	Felder Communications	Installed Equipment in PD Unit	114-414-300-210	9,701.14
				Warrant Total:	17,548.88
053413	06/26/2013	Ferguson Enterprises, Inc	Parts	105-437-300-210	176.11
				Warrant Total:	176.11
053414	06/26/2013	Hanford Sentinel, Inc	Employment Ad/Transit Operator	145-410-300-156	202.85
				Warrant Total:	202.85
053425	06/26/2013	Lehigh Hanson	Concrete	105-437-300-210	274.67
053425	06/26/2013	Lehigh Hanson	Concrete	121-439-300-210	226.56
				Warrant Total:	501.23
053415	06/26/2013	John Harris	Per Diem/SLI Class	104-421-300-270	156.00
				Warrant Total:	156.00

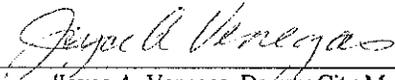
Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
053416	06/26/2013	High Desert Wireless Broadband	Network Evaluation	104-432-300-200	9,750.00
				Warrant Total:	9,750.00
053417	06/26/2013	Industrial Test Systems Inc	Arsenic Quick & Reagent Kit	105-437-300-210	1,077.14
				Warrant Total:	1,077.14
053418	06/26/2013	Inland Potable Services, Inc	Potable Water Tank Repairs	105-437-300-200	20,330.00
				Warrant Total:	20,330.00
053419	06/26/2013	Jorgensen & Company	Semi Annual Ansul System Service	104-432-320-200	149.83
				Warrant Total:	149.83
053422	06/26/2013	Kings County Information Svc	Computer Support/May	104-421-300-181	3,382.17
053422	06/26/2013	Kings County Information Svc	Computer Support/May	104-432-300-201	2,975.74
				Warrant Total:	6,357.91
053420	06/26/2013	Kemble Hydro Tech Inc	Packing Graphite	105-437-300-210	39.33
053420	06/26/2013	Kemble Hydro Tech Inc	Packing Gland	105-437-300-210	44.27
				Warrant Total:	83.60
053421	06/26/2013	Kings Co Area Public Transit A	Kart Passes	145-410-300-293	3,900.00
				Warrant Total:	3,900.00
053423	06/26/2013	Kings County Treasurer	Bond Charges	120-435-340-343	3,658.86
				Warrant Total:	3,658.86
053424	06/26/2013	Kings Rehabilitation Center	Janitorial Services	136-415-300-200	3,122.21
053424	06/26/2013	Kings Rehabilitation Center	Janitorial Services	104-432-300-200	3,520.79
053424	06/26/2013	Kings Rehabilitation Center	Janitorial Services	145-410-300-200	200.00
				Warrant Total:	6,843.00
053426	06/26/2013	Magnetech Industrial Services,	Refurbish Motor	120-435-300-140	1,298.84
				Warrant Total:	1,298.84
053427	06/26/2013	Marriott Anaheim Hotel	Lodging/R. Aguirre	104-421-300-270	796.56
				Warrant Total:	796.56
053428	06/26/2013	Noe Martinez	Lawn Mntce/2410 Bell	301-430-300-316	120.00
				Warrant Total:	120.00
053429	06/26/2013	MD Communications	Monthly Radio Mntce	104-421-300-141	770.00
				Warrant Total:	770.00
053430	06/26/2013	Municipal Maintenance Equipment	Fuel Tank	145-410-300-140	2,093.74
				Warrant Total:	2,093.74
053431	06/26/2013	Mutual of Omaha	Life Insurance	104-000-202-011	1,497.01

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
053431	06/26/2013	Mutual of Omaha	Life Insurance	105-000-202-011	70.87
053431	06/26/2013	Mutual of Omaha	Life Insurance	109-000-202-011	247.50
053431	06/26/2013	Mutual of Omaha	Life Insurance	112-000-202-011	69.25
053431	06/26/2013	Mutual of Omaha	Life Insurance	120-000-202-011	105.41
053431	06/26/2013	Mutual of Omaha	Life Insurance	121-000-202-011	11.71
053431	06/26/2013	Mutual of Omaha	Life Insurance	145-000-202-011	151.47
053431	06/26/2013	Mutual of Omaha	Life Insurance	273-000-202-011	36.53
Warrant Total:					2,189.75
053432	06/26/2013	NGLIC	Vision Ins	104-000-202-011	529.88
053432	06/26/2013	NGLIC	Vision Ins	105-000-202-011	45.34
053432	06/26/2013	NGLIC	Vision Ins	109-000-202-011	44.48
053432	06/26/2013	NGLIC	Vision Ins	112-000-202-011	16.60
053432	06/26/2013	NGLIC	Vision Ins	120-000-202-011	54.97
053432	06/26/2013	NGLIC	Vision Ins	121-000-202-011	6.11
053432	06/26/2013	NGLIC	Vision Ins	145-000-202-011	66.90
053432	06/26/2013	NGLIC	Vision Ins	273-000-202-011	16.60
Warrant Total:					780.88
053433	06/26/2013	Rafael Ojeda	Property Mntce/1320 Hale	104-407-300-197	400.00
053433	06/26/2013	Rafael Ojeda	Property Mntce/1321 Hale	104-407-300-197	400.00
Warrant Total:					800.00
053434	06/26/2013	PG&E	Utilities	111-601-300-240	153.79
053434	06/26/2013	PG&E	Utilities	111-603-300-240	15.37
053434	06/26/2013	PG&E	Utilities	111-604-300-240	171.26
053434	06/26/2013	PG&E	Utilities	104-412-300-240	30.99
053434	06/26/2013	PG&E	Utilities	109-434-300-240	1,300.15
053434	06/26/2013	PG&E	Utilities	301-430-300-316	73.97
Warrant Total:					1,745.53
053435	06/26/2013	Pitney Bowes	Postage Machine Lease	104-432-300-180	567.00
Warrant Total:					567.00
053436	06/26/2013	Proclean Supply	Janitorial Supplies	104-432-300-210	339.81
Warrant Total:					339.81
053437	06/26/2013	Quad Knopf, Inc.	Wells 8B & 9B Improvements	105-437-500-512	5,272.46
053437	06/26/2013	Quad Knopf, Inc.	Street Overlay Project	109-434-300-200	16,420.42
053437	06/26/2013	Quad Knopf, Inc.	Corcoran Crossroads	104-406-300-200	1,151.73
053437	06/26/2013	Quad Knopf, Inc.	UWMP	105-437-300-200	734.31
053437	06/26/2013	Quad Knopf, Inc.	Landscape Assmt District	111-601-300-200	818.08
053437	06/26/2013	Quad Knopf, Inc.	Landscape Assmt District	111-602-300-200	818.08
053437	06/26/2013	Quad Knopf, Inc.	Landscape Assmt District	111-603-300-200	818.08
053437	06/26/2013	Quad Knopf, Inc.	Landscape Assmt District	111-604-300-200	818.07
053437	06/26/2013	Quad Knopf, Inc.	Water Plant Operations Plan Update	105-437-300-200	3,828.24
053437	06/26/2013	Quad Knopf, Inc.	Hydroponic Mushroom Site	104-406-300-200	71.64
053437	06/26/2013	Quad Knopf, Inc.	Family Dollar Certificate of Correction	104-406-300-200	125.37
053437	06/26/2013	Quad Knopf, Inc.	Sequoias Subdivision Punch List	104-406-300-200	71.64

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount	
					Warrant Total:	30,948.12
053438	06/26/2013	Roto-Rooter	Reimbursement/Business License #10534	104-000-323-010	297.00	
					Warrant Total:	297.00
053439	06/26/2013	SJVAPCD	Burn Permit #124557	120-435-300-160	73.00	
					Warrant Total:	73.00
053440	06/26/2013	The Gas Co	Utilities	145-410-300-242	19.69	
053440	06/26/2013	The Gas Co	Utilities	104-432-300-242	69.35	
053440	06/26/2013	The Gas Co	Utilities	104-432-300-242	23.72	
053440	06/26/2013	The Gas Co	Utilities	104-432-320-242	28.67	
					Warrant Total:	141.43
053441	06/26/2013	The Planning Center/DC&E	General Plan Update	104-406-300-201	10,868.50	
					Warrant Total:	10,868.50
053442	06/26/2013	The Printer	Note Cards	104-421-300-155	147.81	
					Warrant Total:	147.81
053443	06/26/2013	Turnupseed Electric Svc Inc	Service Work/Gable Storm Station Motor	120-435-300-140	723.30	
053443	06/26/2013	Turnupseed Electric Svc Inc	Service Work/Influent Pump #4 Motor	120-435-300-140	183.60	
053443	06/26/2013	Turnupseed Electric Svc Inc	Service Work/Portable Load Center	120-435-300-140	344.25	
					Warrant Total:	1,251.15
053444	06/26/2013	Univar USA Inc	Sodium Hypochlorite	105-437-300-219	3,762.18	
053444	06/26/2013	Univar USA Inc	Ferric Chloride	105-437-300-219	7,051.28	
					Warrant Total:	10,813.46
053445	06/26/2013	Verizon California	Telephone Service	104-432-300-220	304.03	
053445	06/26/2013	Verizon California	Telephone Service	105-437-300-220	268.66	
					Warrant Total:	572.69
053446	06/26/2013	Verizon Wireless	Cell Phone Service	104-407-300-220	34.24	
053446	06/26/2013	Verizon Wireless	Cell Phone Service	145-410-300-220	136.96	
053446	06/26/2013	Verizon Wireless	Cell Phone Service	105-437-300-220	152.96	
053446	06/26/2013	Verizon Wireless	Wireless Air Cards	104-421-300-221	1,387.76	
					Warrant Total:	1,711.92
053447	06/26/2013	Volunteer Fire Dept	Contributions	104-422-300-204	1,855.00	
					Warrant Total:	1,855.00
053448	06/26/2013	Vulcan Materials Company	Asphalt	109-434-300-210	225.54	
053448	06/26/2013	Vulcan Materials Company	Asphalt	109-434-300-210	188.05	
					Warrant Total:	413.59

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
53383	06/18/2013	CNOA	CNOA	45.00	000000
53384	06/18/2013	DEPAOFJU	Dept of Justice	52.00	000000
53385	06/20/2013	DAVENCLA	Clairen Davenport	4.00	000000
53386	06/20/2013	CNOA	CNOA	45.00	000000
53387	06/18/2013	HARRIOH	John Harris	12.00	000000
53388	06/26/0203	USPS	USPS	788.48	000000

				CHECK TOTAL:	\$946.48



..... Joyce A. Venegas, Deputy City Mgr/Finance Director

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
104	General	93,722.85
105	Water Fund	68,358.83
109	Gas Taxes	22,633.78
111	Assessments	3,732.73
112	Refuse Fund	2,438.29
114	Supp'l Law Enforce Svcs Fund	16,651.13
120	Wastewater/Sanitary Sewer	13,743.81
121	Wastewater/Storm Drain	829.82
136	RAO Operations	3,122.21
145	Transit	15,865.57
273	10-STBG-6706	53.13
301	Housing Authority	193.97
	Report Total:	241,346.12

**STAFF REPORT
ITEM #: 7-A**

MEMORANDUM

TO: City Council
FROM: Steve Kroeker, City of Corcoran Public Works:
DATE: June 26, 2013 **MEETING DATE:** July 1, 2013
SUBJECT: Consider approval of City of Corcoran Public Works ON-CALL/STANDBY POLICY

Recommendation:

That the Council approves and adopts the attached City of Corcoran Public Works ON-CALL/STANDBY POLICY.

Discussion:

Historically the City of Corcoran ON-CALL/STANDBY POLICY required Public Works Employees to be able to respond within fifteen (15) minutes of a request “On-Call” for services. Because of this anyone subject to being ON-CALL were required to live within fifteen (15) minutes of town and remain within fifteen (15) minutes from town during their ON-CALL shift. While this police and practice has been in effect for over 18 years it was never put into a written policy. We then had people expressing an interest in moving out of town and having questions about the requirements of our policy so it was decided that a written policy needed to be placed in effect that could be reviewed by the City Attorney, the bargaining group(s) and then subject to the approval of the Council.

The attached police has been reviewed and pretty much written by the City Attorney, then reviewed and accepted by the bargaining group associated with the Public Works Department. The primary change is the extension of the required response time from fifteen (15) minutes to thirty minutes (30) which shouldn’t be a problem. Of course there is a fair amount of language included that the City Attorney felt should be a part of our policy but otherwise the end result is in line with our existing practice outside of the change in response time.

Budget Impact:

N/A

CHAPTER 6- ON-CALL STANDBY**SEC. ON-CALL/STANDBY POLICY**

(A) In order to respond to urgent service calls during the evenings, holidays and weekends when no personnel are on regular duty, the Public Works Department (“Department”) requires that at least two (2) employees remain on on-call/standby status at all times. Accordingly, all employees may be on on-call/standby status during some portion of each month as assigned by the Public Works Director or his/her designee.

(B) To contact an on-call employee, a member of the public must first call the City of Corcoran Public Works Department where after hours they would then be referred over to the Police Department Dispatch who will call the appropriate Duty Man. While on-call, each assigned employee must respond to urgent service calls during the evenings, holidays and weekends, which are outside of the employee’s normal working hours. Off duty service calls under this provision may also be initiated by the Corcoran Police Department, the Public Works Director, one of the Chief Plant Operators or by the other duty man calling for assistance with a service call. Whenever an on-call employee receives a service call outside of that employee’s normal work hours, that employee is automatically on the Department’s clock for purposes of compensation as provided for in Sec 513 and 514 of the City of Corcoran Personnel Manual. As provided for in Section 515 of the City of Corcoran Personnel Manual standby time is compensated for, on-call employees are free to engage in personal activities consistent with this policy during this period of time.

(C) Although there is no specific geographical limit on where the on-call/standby employee may travel for personal activities or be while on-call, the employee is required to report to the place where services are needed within thirty (30) minutes based on the nature of the call and information obtained during the service call. Therefore, the on-call employee must be sufficiently near the City of Corcoran at all times while serving on-call in order to satisfy the 30-minute response time requirements of this policy.

(D) No employee may use, possess, distribute or sell alcohol or any illegal drug while on stand-by or on-call status, or while performing employment duties or operating a vehicle that is owned or leased by the City of Corcoran. No employee may go or remain on on-call status while influenced or impaired by any illegal drug or alcohol. Under this policy, an “illegal drug” is any drug whose sale, use or possession is prohibited or restricted by federal, state or local law regardless of whether the employee is criminally prosecuted and/or convicted for such conduct. Legally prescribed medications are excluded from this rule only to the extent that the use of such medications does not adversely affect or impair the employee’s ability to work, job performance, or the safety of that individual or others.

(E) Employees are free to trade their on-call/standby time with each other so long as at least two (2) employees remain on-call at all times and the Public Works Director or his /

CHAPTER 6- ON-CALL STANDBY

her designee is made aware of the trade in writing. On rare occasions when all employees cannot be on-call due to a personal reason or an emergency, the Public Works Director, who is responsible for ensuring that there is always someone on standby, may cover the on-call/standby time until one of the regular on-call employees returns and resumes the on-call/standby status.

(F) All Public Works employees must contact the Public Works Director to obtain copies of the Public Works Department's present on-call/standby policy which is subject to change from time-to-time. Unless emergency circumstances require otherwise, all changes to the on-call/standby policy must be approved by the Public Works Director at least ten (10) days prior to their effective date.

City of
CORCORAN

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STAFF REPORT
ITEM #: 7-B

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: June 25, 2013 **MEETING DATE:** July 1, 2013

SUBJECT: Consider Extension of Criscom Company Governmental Affairs
Contracts/Lobbying Efforts

Recommendation: (Voice Vote)

It is recommended that the City Council renew the contract with the CrisCom Company. The proposed contract is a three-year contract.

Discussion:

Over the course of the last five and a half years, the City of Corcoran has partnered with CrisCom in its efforts to pursue economic development opportunities. CrisCom has also been instrumental in lobbying State and Federal agencies and legislators on issues of interest and importance for the City.

Historically, CrisCom was funded by Redevelopment Agency monies. Most recently, and based on the recommendation of the State Department of Finance, CrisCom is funded from the administrative allowance allocated to the Successor Agency. With the renewal of the contract, CrisCom will continue to be funded from Successor Agency funds based the availability of those funds. In the event that Successor Agency funds are reduced or are no longer available, the City would be responsible for payment as outlined in the contract.

The CrisCom commitment to the community has been demonstrated by their opening and maintaining a Central Valley office in Corcoran, work with the Chamber of Commerce and working on an Emergency Aid/School Pack project.

CrisCom was instrumental in helping:

- Secure the \$2,000,000 State Water Plant Grant
- Remove the Coast Grain Building owned by the BNSF
- Secure over \$600,000 for additional gang and drug law enforcement personnel.
- Bring commercial developers to the community.

Budget Impact:

Contingent on continued funding allocated to the Successor Agency.

CONSULTANT AGREEMENT

THIS AGREEMENT is made and effective _____, by and between the **CITY OF CORCORAN**, acting as the Successor Agency of Corcoran Redevelopment Agency (“**City**”), with its principal place of business located at 832 Whitley Ave., Corcoran, California, in the County of Kings, State of California, and **The CrisCom Company** (“**CrisCom**”), maintaining its principal place of business at 9550 Topanga Canyon Blvd., Chatsworth, California.

ARTICLE 1 BACKGROUND AND PURPOSE

Section 1.1 Background

The City has contracted with CrisCom since 2005 during which time CrisCom has served as the City’s lobbyist on State and Federal matters. Additionally, in partnership with the Corcoran Redevelopment Agency, CrisCom has actively pursued economic development initiatives with the intent of attracting new businesses and creating employment opportunities within the community. The current agreement, as outlined by Resolution, between the City and CrisCom will expire on June 30, 2013.

Section 1.2. Purpose

This Agreement formalizes the existing relationship between the City and CrisCom and outlines the terms and conditions hereinafter set forth.

ARTICLE 2 TERMS AND SERVICES

Section 2.1 Terms

As an extension to services already being provided, this Agreement will commence on July 1, 2013 and end on June 30, 2016. Either party may terminate this Agreement with thirty (30) days written notice.

Section 2.2 Services

CrisCom shall continue to provide the following services:

- Aggressively market Corcoran to potential developers
- Connect City officials and staff to retail, commercial, and other business contacts
- Help position Corcoran for federal and state funds through grants and appropriations
- Represent Corcoran as the City’s lobbyist
- Build relationships with elected and appointed federal and state officials
- Advocate for the City on issues including but not limited to high speed rail, water, public safety, and redevelopment.

Section 2.3 Independent Contractor
CrisCom serves as an independent contractor for the City, and not an employee of the City.

ARTICLE 3 COMPENSATION

Section 3.1 Payment

City shall compensate CrisCom an amount of forty-two thousand dollars (\$42,000) every six months contingent on the continued \$250,000 annual administrative budget allocation by the Department of Finance to the Corcoran Successor Agency. In the event that the administrative allocation is reduced or suspended, CrisCom shall be paid thirty thousand dollars (\$30,000) every six months and forty thousand dollars (\$40,000) for the last six months of the contract. Payment shall be made in one lump sum by January 31 and July 30 of each year and shall be considered payment in full for the six month period.

Section 3.2 Source of Funding

Compensation to CrisCom in the amount noted above is consistent with the Department of Finance letter of determination dated October 19, 2012 allowing for the services provided by CrisCom to be paid out of the Successor Agency administrative budget. Should the administrative budget of the Successor Agency be reduced or suspended, the services provided by CrisCom shall be funded by the City and the Corcoran Community Foundation as outlined in the agreement entered into by the two entities on _____.

Section 3.3 Early Termination

If for any reason the Agreement between the City and CrisCom is terminated prior to June 30, 2016, CrisCom shall remit to the City the pro rata amount of the lump sum payment.

ARTICLE 4 SUBCONTRACTS

Section 4.1 Subcontracts

CrisCom shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the City. Except as otherwise specifically approved by the City, CrisCom shall include appropriate provisions of this Agreement in subcontracts so rights conferred to City by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied or created between the City and any subcontractor with respect to services under this Agreement.

ARTICLE 5 INDEMNIFICATION

Section 5.1 Hold Harmless Agreement

CrisCom shall defend, indemnify, and hold harmless the City, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act of omission to act, including any negligent act or omission to act, by CrisCom or CrisCom’s officers, employees, or agents.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Breach of Agreement

The waiver by either party of any breach of this agreement shall not bar the other party from enforcing any subsequent breach thereof.

Section 6.2 Notices

Notices shall be deemed received when deposited in the U.S. Mail with postage prepaid and registered or certified addressed as follows unless advising in writing to the contrary:

City of Corcoran
Attn: City Manager
832 Whitley Ave.
Corcoran, CA 93212

CrisCom
Attn: Chuck Jelloian
9550 Topanga Canyon Blvd.
Chatsworth, CA 91311

Section 6.3 Attorney Fees

If any action at law or in equity is brought to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

Section 6.4 Governing Law and Venue

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by the laws of the State of California. Venue in any legal action or proceeding shall be in the appropriate court for the County of Kings, California.

**ARTICLE 7
INTEGRATION**

Section 7.1 Integration

This Agreement represents the entire understanding of the City and CrisCom as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
City of Corcoran

City Manager _____

Signature _____

Date _____

APPROVED:
The CrisCom Company

CEO _____

Signature _____

Date _____

City of

CORCORAN

Police Department

FOUNDED 1914

STAFF REPORT
ITEM#: 7-C

June 26, 2013

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Animal Shelter Services Agreement

RECOMMENDATION: (VV)

That council authorizes the City Manager to sign the agreement with the City of Avenal for Animal Control Shelter Services.

DISCUSSION:

Our existing agreement with the City of Avenal for Kenneling Services is ending. Attached is an updated two year agreement. There are no significant changes other than a reduction in cost from the current agreement.

BUDGET:

There will be a slight savings with the proposed agreement.

**ADDENDUM TO AGREEMENT NO. 1010
BETWEEN THE CITY OF AVENAL AND THE CITY OF CORCORAN FOR ANIMAL CONTROL
SHELTER SERVICES DATED SEPTEMBER 1, 2011.**

The parties do hereby amend the September 1, 2011 "Avenal-Corcoran Animal Control Shelter Services" Agreement as follows:

Section III. 4 (A): SPECIAL TERMS:

Unless sooner terminated as provided for herein, the term of Agreement shall be in effect from July 1, 2013 through June 30, 2015.

All other terms and conditions of the Agreement shall remain unchanged.

DATED: _____

CITY OF AVENAL

BY: _____
Melissa G. Whitten, CITY MANAGER

DATED: _____

CITY OF CORCORAN

BY: _____
Kindon Meik, CITY MANAGER

COPY

**AVENAL-CORCORAN
ANIMAL CONTROL SHELTER SERVICES AGREEMENT**

I. INTRODUCTION

This Agreement is entered into this 1st day of September, 2011, by and between the CITY OF AVENAL ("Avenal") and the CITY OF CORCORAN ("Corcoran") with reference to the following:

II. RECITALS

WHEREAS, Corcoran desires to contract with Avenal for animal control shelter services, provided by Avenal's Public Works Department - Animal Control Division; and

WHEREAS, Avenal is agreeable to rendering such services on the terms and conditions hereafter set forth; and

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **SERVICE AREA:** Avenal agrees to provide animal control shelter services to Corcoran, through its Animal Control Division, at its animal control shelter facilities ("facility").

2. **SCOPE OF SERVICES:**

(A) Except as otherwise provided in this Agreement, the animal control shelter services provided by Avenal shall only encompass duties and functions of the type customarily rendered by Animal Control in the holding of domestic dogs and/or cats (hereinafter "animals") for a time period not to exceed current law/regulations, including housing, food, care, euthanasia and disposal of animals, and other services reasonably incidental thereto. The services to be provided hereunder by Avenal to Corcoran shall be referred to as "**Animal Shelter Services**."

(B) **Reporting:** Avenal shall provide to Corcoran a monthly report of shelter services rendered under this Agreement.

(C) **Transportation:** Corcoran shall be responsible for the transportation of animals from Corcoran to the facility.

(D) **Meeting:** At a minimum, Avenal and Corcoran shall meet at least one (1) time per year, no later than March 15th, to discuss Animal Shelter Services, needs, and associated budget requirements.

Avenal and Corcoran shall meet, discuss and develop an appropriate process for the receiving and intake of animals from Corcoran. The needs of Corcoran shall be considered as well as the needs and requirements of Avenal and the facility's staff.

(E) Special Care and/or Needs : Any animal requiring veterinarian care shall, at the sole responsibility and cost of Corcoran, be taken to a veterinarian or seek related care for treatment prior to being delivered to the facility.

Corcoran shall follow all rules, codes and regulations regarding animals that require quarantine. Avenal will accept animals for quarantine and will shelter as required by law. Animals will be released from the facility to the owner after payment of all fees to Avenal and meet all other requirements for adoption.

Corcoran shall follow local rules, codes and regulations in addressing animals deemed vicious, prior to Avenal accepting said animals at the facility.

(F) Adoption: All animals transported to the facility by Corcoran must be held for the required time period and any person adopting an animal or animals will be required to pay all fees to Avenal and meet all other requirements for adoption. All adoptions are made at the sole discretion of Avenal and Corcoran is not entitled to object to any adoption of animals delivered to the facility by Corcoran.

(G) Redemption: Any person, irrespective of where they reside, and/or animal owners that choose to redeem their animal or animals from the facility shall pay all required fees and shall meet all requirements for redemption pursuant to the Avenal City Code prior to the release of the animal or animals from the facility.

3. PAYMENT OF SERVICES:

(A) Annual Costs: Avenal shall provide in writing to Corcoran, no later than April 15th, the estimated cost of providing Animal Shelter Services hereunder for the next fiscal year, including the costs associated with hiring additional employees, if any, due to the increase in the number of animals being held at the facility and the cost of capital replacement.

The annual cost to Corcoran for the services provided by Avenal shall be calculated annually utilizing the prior year animal control services figures and activities data in order to develop a reasonable percentage of use by Corcoran for the fiscal year budget. Said costs are to be mutually agreed upon by Avenal and Corcoran.

For the first year of services under this Agreement, which commences on September 1, 2011, the agreed upon cost to Corcoran for Animal Shelter Services by Avenal, not including euthanasia services, shall be Forty Thousand Seven Hundred Dollars (\$40,700.00), payable in twelve (12) equal payments of Three Thousand Three Hundred Ninety One Dollars and Sixty Seven Cents (\$3,391.67). The monthly payments shall be made no later than the tenth day of each calendar month commencing on September 1, 2011.

An additional charge of Ten Dollars (\$10.00) per animal delivered by Corcoran and euthanized at the facility shall be charged to Corcoran and due and payable monthly to Avenal by Corcoran no later than the tenth day of each calendar month. Avenal shall provide a monthly report to Corcoran of the number of animals euthanized at the facility in the previous month no later than the third day of each calendar month.

Any unanticipated or extraordinary costs for services rendered which, in any way, affect and/or benefit both Avenal and Corcoran shall be a shared expense. Avenal and Corcoran shall meet in good faith to discuss and determine the appropriate amount to be paid by each party and shall agree upon a date for said payment.

If there are any unanticipated or extraordinary services, as determined solely by Avenal, requested by Corcoran, Avenal and Corcoran shall meet in good faith to discuss and determine the appropriate way to handle said services, if there are any costs associated with the unanticipated or extraordinary services, those costs shall be paid by Corcoran to Avenal and included in the regular monthly payment.

(B) Adjustment: Should the provision of services under this Agreement be interrupted due to employees' strikes, boycotts, labor disputes or other forces beyond the control of Avenal, to the extent Avenal realizes savings from non-payments of salaries or other savings, Avenal shall calculate the difference between such savings and the cost of lost service, and shall deduct the difference from Corcoran's costs pursuant to this Agreement.

(C) Fee during any Termination Period: In the event this Agreement is validly terminated under provisions within this Agreement, and if the termination date will occur after September 1st of the next year, the fee payable by Corcoran to Avenal for services rendered during the new fiscal year shall be based upon Avenal's cost estimate, under subsection (A), prepared specifically for that fiscal year.

4. TERM:

(A) Unless sooner terminated as provided for herein, this Agreement shall commence on September 1, 2011, and shall remain in effect until June 30, 2013. At the option and consent of Avenal City Council and Corcoran City Council, this Agreement may be renewed for successive periods of not more than two (2) years each.

(B) Should Corcoran desire to renew this Agreement at the end of its initial term or at the end of any extended term, Corcoran shall notify Avenal in writing of such renewal request on or before January 1st of the year in which this Agreement is to terminate. Avenal shall notify Corcoran on or before February 1st of the same year of its willingness to continue this Agreement in effect.

(C) Should both parties agree to continue this Agreement, any amendments desired by either party must be agreed to on or before the March 30th immediately before the fiscal year for which services will be provided.

IV. GENERAL TERMS

1. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that Avenal will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute Avenal or any of its agents, employees or officers as an agent, employee or officer of Corcoran.

(b) Avenal agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of Corcoran. Subject to any

performance criteria contained in this Agreement, Avenal shall be solely responsible for determining the means and methods of performing the specified services and Corcoran shall have no right to control or exercise any supervision over Avenal as to how the services will be performed.

(c) Notwithstanding this independent contractor relationship, Corcoran shall have the right to monitor and evaluate the performance of Avenal to assure compliance with this Agreement.

(d) If in the judgment of the Corcoran City Manager or City Council any Avenal employee assigned to execute the duties arising under this Agreement is not performing to the satisfaction of Corcoran, the City Manager may so notify Avenal in writing, and within thirty (30) days of receipt of such written notification, Avenal shall respond in writing thereto.

2. COMPLIANCE WITH LAW: Avenal shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to Avenal's employees, Avenal shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

3. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the City of Avenal, California.

4. RECORDS AND AUDIT: Avenal shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, Avenal shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Avenal shall make such records available to Corcoran's auditor and to the same's agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

5. INSURANCE: Avenal and Corcoran shall each inform their respective Risk Management Authority (RMA) of this Agreement and each party agrees to maintain insurance and/or RMA coverage during the term of this Agreement and any extension hereof.

6. MUTUAL INDEMNIFICATION: Avenal shall hold harmless, defend and indemnify Corcoran, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Corcoran property, arising from, or in

connection with, the performance by Avenal or its agents, officers and employees under this Agreement.

Corcoran shall hold harmless, defend and indemnify Avenal, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Avenal property, arising from, or in connection with, the performance by Corcoran or its agents, officers and employees under this Agreement.

This mutual indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7. TERMINATION: The parties each have the right to terminate this Agreement without cause by giving one hundred twenty (120) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Corcoran will pay to Avenal the compensation earned for work performed and not previously paid for to the date of termination. No sanctions will be imposed.

Corcoran will pay to Avenal the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement. Corcoran will not pay lost anticipated profits or other economic loss, nor will Corcoran pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination.

Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of Corcoran for which Avenal's services are to be performed, may immediately suspend performance by Avenal, in whole or in part, in response to health, safety or financial emergency, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

Should either party hereto breach this Agreement, the parties hereto shall utilize the dispute resolution procedures described herein to resolve the breach. In addition, during said breach and resolution procedure, Corcoran and Avenal shall not suspend their respective performances under this Agreement.

8. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

CORCORAN:
City Manager
CITY OF CORCORAN
832 Whitley Avenue
Corcoran, California 93212
Phone No.: 559-992-2151

With A Copy To:
Michael L. Farley
FARLEY LAW FIRM
108 West Center Avenue
Visalia, California 93292
Phone No.: 559-738-5975

Fax No.: 559-992-2775

Fax No.: 559-732-2305

AVENAL:

With A Copy To:

City Manager
CITY OF AVENAL,
919 Skyline Boulevard
Avenal, California 93204
Phone No.: 559-386-5766
Fax No.: 559-386-0629

Michael L. Farley
FARLEY LAW FIRM
108 W. Center Avenue
Visalia, CA 93291
Phone No.: 559-738-5975
Fax No.: 559-732-2305

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

9. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, Corcoran is relying on the personal skill, expertise, training and experience of Avenal and Avenal's employees and no part of this Agreement may be assigned or subcontracted by Avenal without the prior written consent of Corcoran.

10. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

11. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

12. 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.

13. 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.

14. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

15. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

16. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

17. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. 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 at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

18. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between Avenal and Corcoran as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

19. ASSURANCES OF NON-DISCRIMINATION: Avenal shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

20. ATTORNEY'S FEES: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

21. REPRESENTATION: Both Avenal and Corcoran acknowledge that this Agreement was drafted by Farley Law Firm which is the City Attorney for both Avenal and Corcoran. As such, a conflict of interest exists. As to the drafting of this Agreement, both Avenal and Corcoran agree to waive the conflict of interest. Both Avenal and Corcoran further acknowledge that, in the event of a dispute between the

parties relating to this Agreement, Farley Law Firm will neither represent Avenal nor Corcoran in said dispute and, accordingly, Avenal and Corcoran will need to retain other counsel, if they so choose, unless Avenal and Corcoran agree, in writing, to waive said conflict and allow Farley Law Firm to assist with a resolution of any such dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CITY OF CORCORAN

By Joyce Venegas
Joyce Venegas, Interim City Manager

CITY OF AVENAL

By Melissa Whitten
Melissa Whitten, City Manager

ATTEST:

[Signature]
City Clerk

ATTEST:

By [Signature]
City Clerk

City of

CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

STAFF REPORT

ITEM #: 7-D

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: June 25, 2013 **MEETING DATE:** July 1, 2013

SUBJECT: Consider Agreement with the Corcoran Community Foundation to Fund Services Provided by CrisCom

Recommendation: (Voice Vote)

It is requested that the City Council authorize the City Manager to sign the agreement with the Corcoran Community Foundation regarding compensation for the services provided by CrisCom.

Discussion:

In March 2013, the City approached the Corcoran Community Foundation with a request for grant funds to offset the City's costs related to the services provided by CrisCom. At the time, the City had entered into six month contracts with CrisCom based on the uncertainty of continued funding from the Successor Agency.

As noted in the attached agreement, the Corcoran Community Foundation has agreed to help fund CrisCom in the event that Successor Agency monies are reduced or eliminated. According to the terms of the agreement, with the reduction or loss of Successor Agency monies, the City would pay for the first six months of services provided by CrisCom and the Foundation would assist with the payment of services for the next six month period in the amount noted in the agreement.

Budget Impact:

Contingent on continued funding allocated to the Successor Agency.

Corcoran Community Foundation



March 20, 2013

CITY OF CORCORAN CrisCom Grant

TRUSTEES

MARY WADSWORTH
PRESIDENT

TERRY KWAST
VICE-PRESIDENT

JON RACHFORD
TREASURER

DEBBIE BELLO

MICHAEL BOYETT

DAVE DIETER

BARBARA GOMEZ

KIRK GILKEY

PHILLIP HANSEN

JIM RAZOR

JEANETTE TODD

TROY VAN VELSON

CARLO WILCOX

CHARLES GILKEY
HONORARY

M. B. SAWTELLE
HONORARY

MOSE BAIHLY
1881 – 1970

W. W. BOSWELL, SR.
1893 – 1970

MRS. W. W. BOSWELL, SR.
1896 – 1987

J. B. BOYETT
1894 – 1973

SAM CROOKSHANKS
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LOUIS T. ROBINSON
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E. C. SALYER
1895 – 1974

C. EVERETTE SALYER
1917 – 1982

ELOISE SALYER
1918 – 1991

ROBERT E. SPRINGER
1894 – 1969

W. F. TURNER
1889 – 1984

ELMER C. VON GLAHN
1894 – 1971

Whereas, CrisCom Company has provided services to the benefit of the City of Corcoran ("City") and its residents,

Whereas, the City of Corcoran retains CrisCom through line item funding allocated to the Successor Agency of the Corcoran Redevelopment Agency by the State of California Department of Finance (DOF),

Whereas, the State DOF allocates funds every six months,

Whereas, the City of Corcoran is seeking to retain CrisCom's services

Whereas, continued Successor Agency administrative funding is uncertain

Whereas, the Corcoran Community Foundation ["CCF"] supports purposes to promote the well-being of the inhabitants of Corcoran,

Now therefore, in consideration of the foregoing and the terms and conditions contained herein below, the parties agree as follows:

Terms and conditions:

CrisCom has agreed to continue their previous level of service to the City of Corcoran at a reduced rate of \$5,000 per month beginning when the RDA Successor Agency stops CrisCom's funding for the City of Corcoran. When RDA Successor Agency funding ceases, the City of Corcoran can only fund CrisCom at \$2,500 per month and CCF is committing to fund \$2,500 per month. CCF wishes to provide their share of funding for the second half of the annual funding to allow the City to demonstrate their matching fund commitment in accordance with Table 1.

Corcoran Community Foundation



TRUSTEES

MARY WADSWORTH
PRESIDENT

TERRY KWAST
VICE-PRESIDENT

JON RACHFORD
TREASURER

DEBBIE BELLO

MICHAEL BOYETT

DAVE DIETER

BARBARA GOMEZ

KIRK GILKEY

PHILLIP HANSEN

JIM RAZOR

JEANETTE TODD

TROY VAN VELSON

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TABLE 1.			
RDA Successor Agency Funding Ceases		City Funding	CCF Funding
Year 1	1 st six months	\$30,000	\$0
	2 nd six months	\$0	\$30,000
Year 2	1 st six months	\$30,000	\$0
	2 nd six months	\$0	\$30,000
Year 3	1 st six months	\$40,000	\$0
	2 nd six months	\$0	\$40,000
Total Maximum Commitments		\$100,000	\$100,000

President, CCF
Mary Wadsworth

City Manager, City of Corcoran
Kindon Meik

**MATTERS FOR MAYOR AND COUNCIL
ITEM #: 8**

MEMORANDUM

MEETING DATE: July 1, 2013

TO: Corcoran City Council

FROM: Lorraine Lopez, Assistant to the City Manager/City Clerk

SUBJECT: Matters for Mayor & Council

UPCOMING EVENTS / MEETINGS

- o July 4, 2013 (Thursday) City Offices Closed, Observance of Independence Day.
- o July 15, 2013 (Monday) City Council Meeting – 6:00 PM, Council Chambers
- o August 5, 2013 (Monday) City Council Meeting – Tentatively Cancelled – Summer Schedule
- o August 19, 2013 (Monday) City Council Meeting – 6:00 PM, Council Chambers

A. Information Items

B. Council Comments

This is the time for council members to comment on matters of interest.

1. Staff Referral Items

C. Committee Reports

D. Council Goals

Two Year Goals:

1. Safe Crossings on Highway 43
2. Balance Budget
3. Maintain Services
4. Prepare for Centennial Activities

Long Term Goals:

1. Lighted Soccer Field
2. Demolition of Grain Building
3. Police Department Facility



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
03/05/12	<p>UPDATE: 06/17/13 Council requested this item return at a future meeting.</p> <p>UPDATE: 04/15/13 Staff provided a policy and it was tabled pending further information.</p> <p>03/05/12 Council directed staff develop guidelines for co-sponsorship of events.</p>	06/17/13 Pending	City Clerk/ Finance
04/01/13	Council directed staff to explore options to have wi-fi hardware and or internet connection in the Council Chambers.		City Manager
04/01/13	Council directed staff to explore options to establish electronic council packets (e-packets) and cost of tablets including funding options.		City Manager
04/01/13	Council directed staff to explore options to upgrade audio visual (AV) equipment, including audio (microphone), video projection and display in the Council Chambers.		City Manager
04/15/13	<p>UPDATE: 06/17/13 Staff notified council this item will return at a future meeting.</p> <p>04/15/13 Council directed staff to identify options for Kings Estates utility services and billing</p>		City Manager/ Public Works
06/17/13	Council requested a regular item return regarding Solar projects.		City Manager/ Public Works