



**CITY OF CORNING
SPECIAL CLOSED MEETING SESSION**

**TUESDAY, MAY 25, 2010
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council:

Vacant

Ross Turner

Toni Parkins

John Leach

Mayor:

Gary Strack

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

C. ADJOURN TO CLOSED SESSION:

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:
Agency Negotiator: William May, Labor Relations Consultant
Management, Miscellaneous, Dispatch and Public Safety Employees
Bargaining Units**

D. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION:

E. ADJOURN TO REGULAR MEETING: 7:30 P.M.



**CITY OF CORNING
CITY COUNCIL AGENDA**

**TUESDAY, MAY 25, 2010
CITY COUNCIL CHAMBERS
794 THIRD STREET**

F. PLEDGE OF ALLEGIANCE:

G. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS, PRESENTATIONS:

H. BUSINESS FROM THE FLOOR: If there is anyone in the audience wanting to speak on an item not already on tonight's Agenda, please come to the podium, identify yourself and briefly present your information to the Council. If an item is already on the agenda, please wait until that item comes up for discussion and then obtain the Mayor's attention so you will be allowed to speak. **A three-minute time limit will apply unless the Council makes an exception due to special circumstances. If your matter will require more time or formal action by the Council, the law requires that it be placed on the printed Agenda for a future meeting so that interested members of the public will have the chance to appear and speak on the subject.**

- I. **CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience requests separate discussion and/or action.
 - 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
 - 2. April 19, 2010 Claim Warrant - \$105,959.45.
 - 3. May 19, 2010 Business License Report.
 - 4. Approval of Avoid Grant Public Information Officer Contract.
- J. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- K. **REGULAR AGENDA:**
 - 5. Consider Approval of the Continuation of Kenpo Karate as a City Sponsored Program
 - 6. Consider Approval of Location for Temporary Skateboard Park
 - 7. Approve Part-time Consulting Agreement for City Planning Services and Authorize City Manger to Execute Contract
- L. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- M. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- N. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**
 - 8. Turner:
 - 9. Parkins:
 - 10. Leach:
 - 11. Strack
- O. **ADJOURNMENT!:**

POSTED: THURSDAY, MAY 20, 2010



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: May 19, 2010

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, May 25, 2010 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	05-19-10	\$	62,294.32
B.	Payroll Disbursements	Ending	05-18-10	\$	43,665.13

GRAND TOTAL \$ 105,959.45

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
10576	05/12/10	AIR00	AIRGAS NCN	43.38	.00	43.38	102258639	MAT & SUPPLIES-FIRE
10577	05/12/10	AND03	ANDERS, JOANN	227.50	.00	227.50	10-2020	GRANT ADM-HOUSING ELEMENT
				192.50	.00	192.50	10-2021	PROF SERV-HOUSING REHAB
Check Total.....:				420.00	.00	420.00		
10578	05/12/10	ARA02	ARAWARK UNIFORM SRV. INC.	1.41	.00	1.41	100430	Mat/Supplies-
				32.77	.00	32.77	0542075	Mat/Supplies-
				30.52	.00	30.52	0555529	Mat/Supplies-
				30.52	.00	30.52	0565106	Mat/Supplies-
Check Total.....:				95.22	.00	95.22		
10579	05/12/10	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1004416	Profeservices Water Dept
10580	05/12/10	BEN04	BEN TOILET RENTALS, INC.	49.26	.00	49.26	226453	MAT & SUPPLIES-PARKS
10581	05/12/10	CAR12	CARBELL'S OFFICE MACHINES	2.01	.00	2.01	090495	MAT & SUPPLIES-LIBRARY
				3.79	.00	3.79	091364	MAT & SUPPLIES-LIBRARY
Check Total.....:				5.80	.00	5.80		
10582	05/12/10	COM01	CA CITY MANAGEMENT FOUNDA	150.00	.00	150.00	100506	CONF/MTGS-CITY COUNCIL
10583	05/12/10	COM01	COMPUTER LOGISTICS, INC	24.00	.00	24.00	48621	COMMUNICATIONS-
10584	05/12/10	COR11	CORNING SAFE & LOCK	14.56	.00	14.56	2788	VEH OP/MAINT-POLICE
10585	05/12/10	COR12	CORNING FORD MERCURY, INC	483.81	.00	483.81	124092	Veh Opr/Maint-
				665.26	.00	665.26	124183	Veh Opr/Maint-POLICE
Check Total.....:				1149.07	.00	1149.07		
10586	05/12/10	DEP01	DEPT OF JUSTICE	104.00	.00	104.00	100506	PROF SVCS-POLICE
10587	05/12/10	DEP12	DEPT OF JUSTICE	64.00	.00	64.00	788750	CADET PROG-POLICE
10588	05/12/10	FIR00	FTRST BANKCARD	77.44	.00	77.44	100428	OFFICE SUPPLIES-ADMIN
10589	05/12/10	FTR01	FTRST BANKCARD	429.00	.00	429.00	100428	CONF/MTGS-PW ADMIN
10590	05/12/10	GRA02	GRAINGER, W.W., INC	64.79	.00	64.79	924188909	MAT & SUPPLIES-POLICE
10591	05/12/10	HOL04	HOLIDAY MARKET #32	18.96	.00	18.96	34385	Mat/Supplies BuildingMain
				4.01	.00	4.01	34492	BLD MAINT-PARKS
Check Total.....:				22.97	.00	22.97		
010592	05/12/10	ICM02	ICWA MEMBERSHIP RENEWALS	360.00	.00	360.00	100506	PRINT/ADV-CITY CLERK

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
010593	05/12/10	LIN02	LINNETS TIRE SHOP	230.11	.00	230.11	52123	Veh Opr/Maint-POLICE
010594	05/12/10	MILL1	MILL CREEK VETERINARY	65.00	.00	65.00	50933	SPAY/NEUTER VOUCHER PROGR
010595	05/12/10	OFF01	OFFICE DEPOT	124.23	.00	124.23	518336390	Office Supplies PoliceDis
010596	05/12/10	PGE03	PGE	17.38	.00	17.38	100503	Mat/Supplies PoliceService
010597	05/12/10	PGE04	PGE	369.07	.00	369.07	100430	TranspFacility-
010598	05/12/10	PGE05	PGE	859.89	.00	859.89	100430	FIRE-ELECT & GAS
010599	05/12/10	PGE2A	PGE	96.70	.00	96.70	100430	ELECT-MARTINI, McDONALD &
				31.91	.00	31.91	100503	ELECT-CLEVELAND PROP
			Check Total.....:	128.61	.00	128.61		
010600	05/12/10	RNT00	RNT ELECTRONICS, INC.	50.31	.00	50.31	172398	SAFE GRANT-POLICE
010601	05/12/10	TEH15	TEHAMA CO SHERIFF'S DEPT	49.00	.00	49.00	100507	CADDET PROGRAM-POLICE
010602	05/12/10	TRI02	TRI-COUNTY NEWSPAPERS	49.47	.00	49.47	00094908	Print/Advert.-POLICE
				193.27	.00	193.27	09114544	PROF SVCS-PW ADMIN
			Check Total.....:	242.74	.00	242.74		
010603	05/14/10	BAT01	BATTERIES PLUS	93.07	.00	93.07	119888	EQUIP MAINT-POLICE
010604	05/14/10	CHE02	CHEM QUP, INC.	14.10	.00	14.10	5008004	MAT & SUPPLIES-POOL
010605	05/14/10	COM01	COMPUTER LOGISTICS, INC	24.00	.00	24.00	48622	COMMUNICATIONS-FIRE
				116.67	.00	116.67	48623	COMMUNICATIONS-POLICE
				28.00	.00	28.00	48674	COMMUNICATIONS-POLICE
				21.00	.00	21.00	48675	Equip.Maint.-GEN CITY
			Check Total.....:	189.67	.00	189.67		
010606	05/14/10	DAY03	DAY WIRELESS SYSTEMS	55.00	.00	55.00	961732	COMMUNICATIONS-POLICE
				362.76	.00	362.76	963121	COMMUNICATIONS-POLICE
			Check Total.....:	417.76	.00	417.76		
010607	05/14/10	HEN03	HENRY SCHEIN INC.,	95.47	.00	95.47	448199401	SAFETY ITEMS-FIRE
010608	05/14/10	NOR10	NICCOLINO CLEMENTE	190.67	.00	190.67	2490	EQUIP MAINT-POLICE
010609	05/14/10	QUI02	QUILL CORPORATION	39.01	.00	39.01	5330809	Office Supplies-FIRE
010610	05/14/10	REV01	REVIVAL ANIMAL HEALTH	436.95	.00	436.95	29473	MAT & SUPPLIES-ACO

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
010612	05/14/10	UNDO2	UNDERWRITERS LABS INC.	1850.00	.00	1850.00	710150486	SAFETY ITEMS-FIRE
010613	05/17/10	AME04	AMERICAN WATER WORKS ASSO	198.00	.00	198.00	100517	MAT & SUPPLIES-WTR
010614	05/17/10	ARR02	ARAMARK UNIFORM SRV. INC.	30.52	.00	30.52	0584355	Mat/Supplies-
010615	05/17/10	ATT09	AT&T	64.66	.00	64.66	100507	MAT & SUPPLIES-WTR
010616	05/17/10	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1004652	ProfServices Water Dept
010617	05/17/10	BEN04	BEN TOILET RENTALS, INC.	295.47	.00	295.47	227054	RUNWAY CONSTR-AIRPORT
010618	05/17/10	COM01	COMPUTER LOGISTICS, INC	107.16	.00	107.16	48450	Equip Maint. -PW ADMIN
010619	05/17/10	COR11	CORNING SAFE & LOCK	7.50	.00	7.50	2792A	PROF SVCS-PW ADMIN
010620	05/17/10	GRA02	GRAINGER, W.W., INC	342.84	.00	342.84	924904965	MAT & SUPPLIES-PARKS
010621	05/17/10	LIN01	LINCOLN EQUIPMENT, INC.	336.48	.00	336.48	SI137059	MAT & SUPPLIES-POOL
010622	05/17/10	NOR10	NICOLINO CLEMENTE	152.62	.00	152.62	2485	CERT OF EXTNG-BLD MAINT
				35.00	.00	35.00	2489	CERT OF EXTNG-BLD MAINT
				218.71	.00	218.71	2498	CERT OF EXTNG-BLD MAINT
			Check Total.....	406.33	.00	406.33		
010623	05/17/10	SAF05	SAFARI LAND, LLC	797.14	.00	797.14	110032216	MAT & SUPPLIES-POLICE
010624	05/17/10	SWW00	SWWC SERVICES, INC.	44465.28	.00	44465.28	17234	PROF SVCS-WWTP
				2659.15	.00	2659.15	17235	PRETREATMENT PROG-SWR
			Check Total.....	47124.43	.00	47124.43		
010625	05/19/10	ACC00	ACCESS INFORMATION	40.00	.00	40.00	57190	EQUIP MAIN-GEN CITY
010626	05/19/10	CON07	CONEXIS	30.00	.00	30.00	04100R348	MEDICAL INS-COBRA
010627	05/19/10	GRA02	GRAINGER, W.W., INC	132.76	.00	132.76	925177882	MAT & SUPPLIES-WTR
010628	05/19/10	HIN01	HINDERLITER, DE LLAMAS &	708.38	.00	708.38	0016498IN	ProfServices-FINANCE
010629	05/19/10	HOL04	HOLIDAY MARKET #32	23.64	.00	23.64	34468	Mat/Supplies BuildingMain
010630	05/19/10	LIN01	LINCOLN EQUIPMENT, INC.	1897.55	.00	1897.55	SI137465	MAT & SUPPLIES-POOL
010631	05/19/10	NEX02	NEXTEL	355.52	.00	355.52	086319102	COMMUNICATIONS-POLICE

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
010632	05/19/10	Q0102	QUILL CORPORATION	458.62	.00	458.62	5443603	Office Supplies

Cash Account Total.....: 62294.32 .00 62294.32
 Total Disbursements.....: 62294.32 .00 62294.32

Cash Account Total.....: .00 .00 .00

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
4504	05/18/10	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	B00518	POLICE OFFICER ASSOC
4505	05/18/10	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	B00518	WITHHOLDING ORDER
4506	05/18/10	EDD01	EMPLOYMENT DEVELOPMENT	3492.88	.00	3492.88	B00518	STATE INCOME TAX
				1086.55	.00	1086.55	1B00518	SDI
				.00	.00	.00	2B00518	STATE INCOME TAX
			Check Total.....	4579.43	.00	4579.43		
4507	05/18/10	ICM01	ICWA RETIREMENT TRUST-457	3424.25	.00	3424.25	B00518	ICWA DEF. COMP
4508	05/18/10	OE003	OPERATING ENGINEERS	625.00	.00	625.00	B00518	CREDIT UNION SAVINGS
4509	05/18/10	PER01	PUBLIC EMPLOYEES RETIRE	27518.80	.00	27518.80	B00518	PERS PAYROLL REMITTANCE
				.00	.00	.00	1B00518	PERS PAYROLL REMITTANCE
			Check Total.....	27518.80	.00	27518.80		
4510	05/18/10	PER04	Cal Pers 457 Def. Comp	557.25	.00	557.25	B00518	PERS DEF. COMP.
4511	05/18/10	PRE03	PREMIER WEST BANK	4564.69	.00	4564.69	B00518	HSA DEDUCTIBLE
4512	05/18/10	STA04	STATE OF CALIFORNIA	550.00	.00	550.00	B00518	WAGEASN 1107012828
4513	05/18/10	VAL06	VALIC	1357.25	.00	1357.25	B00518	AIG VALIC P TAX
			Cash Account Total.....	43665.13	.00	43665.13		
			Total Disbursements.....	43665.13	.00	43665.13		

Date...: May 19, 2010
 Time...: 3:13 pm
 Run by: LORI

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
ANDERSON'S AIR CARE	3851 MORROW LANE	LOS MOLINOS, CA 96055	ANDERSON	WESLEY HEATING & AIR CONDITIONING CONTRACTOR	05/06/10	(530) 384-2678
DH CONSTRUCTION	3098 HIGHWAY 99W	CHICO, CA 95928	DINWIDDIE	RALPH CONTRACTOR - B	05/17/10	(530) 892-2850
JACK IN THE BOX	185 GURNESEY AVE	CORNING, CA 96021	NEMATZADEH	BEHZAD FAST FOOD RESTAURANT	05/06/10	(530) 824-5090
NORTHERN SERVICES	1322 SOLANO ST	RED BLUFF, CA 96080	GROSS	JERRY LANDSCAPING CONTRACTOR	05/14/10	(530) 527-7599
PRICE'S PHARMACY	1322 SOLANO ST	CORNING, CA 96021	SCOTT	GENE PHARMACY & GIFTS	05/06/10	(530) 824-3495
S & S HANDYMAN SERVI	5050 BARHAM AVENUE	CORNING, CA 96021	BARKER	JOHN HANDYMAN SERVICES	05/06/10	(530) 824-0786

ITEM NO: I-4
APPROVAL OF AVOID GRANT
PUBLIC INFORMATION OFFICER
CONTRACT
MAY 25, 2010

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
ANTHONY F. CARDENAS, CHIEF OF POLICE

SUMMARY:

On April 27, 2010, the Corning Police Department received authorization from the Office of Traffic Safety to contract with a Public Information Officer for the purpose of supplying the media outreach and statistical gathering for the Department's Avoid Grant.

The Police Department is requesting authorization to contract with Monty Hight, the Regional Public Information Officer for the North State Avoid Programs.

BACKGROUND:

On October 1, 2008, the City of Corning Police Department, as the host agency for Tehama County law enforcement, was awarded a three-year grant from the Office of Traffic Safety to reduce alcohol-involved fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving. In addition to the actual Task Force activities, a major component of the grant is the public awareness/media campaign. Besides the monthly activities requiring press releases and gathering of statistical information, media campaigns must be conducted during the following periods: Memorial Day Holiday period, Independence Day Holiday period, August/Labor Day Mobilization period, December/January Winter Mobilization period and four additional special events scheduled throughout the year.

Due to the Police Department not having a Public Information Officer who would handle these duties, in the past the Police Department has received assistance from the North State Regional Public Information Officer, to ensure that all the grant reporting requirements are met.

To insure that the Department continues to meet all grant requirements related to the various media campaigns and statistical accumulation, on April 27, 2010 the Office of Traffic Safety authorized the contracting with a Public Information Officer and the use of grant funds to pay for these services. Monty Hight, a retired California Highway Patrol Public Information Officer, currently works with Shasta County and Siskiyou County regarding media events and media campaigns required by the Office of Traffic Safety Driving Under the Influence grants. Using his knowledge and experience, Mr. Hight has developed a close working relationship with the Office of Traffic Safety and fully understands all the grant requirements related to these campaigns. Mr. Hight has agreed to provide his services to the Corning Police Department for the Tehama County "Avoid the Five" DUI Task Force.

FINANCIAL:

The cost for the services that Mr. Hight will provide will not exceed the grant funds authorized by the Office of Traffic Safety for this purpose. The current grant year funding authorized for this purpose is \$2,502.00 and a contract for these services has been prepared by the Corning Police Department and approved by City Attorney Mike Fitzpatrick.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE PROPOSED CONTRACT BETWEEN MONTY HIGHT AND THE CITY OF CORNING FOR THE PROVISION OF PUBLIC INFORMATION SERVICES IN CONNECTION WITH THE OFFICE OF TRAFFIC SAFETY AVOID GRANT.

**CITY OF CORNING
CONSULTING AND PROFESSIONAL SERVICES CONTRACT**

THIS CONTRACT is made at Corning, California by and between the City of Corning ("City"), a municipal corporation, and Monty Hight ("Consultant") for the purpose of Public Information Officer (PIO) for the Office of Traffic Safety AVOID THE FIVE grant (Grant Number AL-0977).

NOW, THEREFORE, the parties covenant and agree, for good consideration hereby acknowledge, as follows:

SECTION 1. CONSULTANT SERVICES

Subject to the terms and conditions set forth in this Contract, Consultant shall provide to City the services described in Exhibit A, attached and incorporated herein. Consultant shall provide the services at the time, place, and in the manner specified in Exhibit A.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

- A. City shall pay Consultant for services rendered pursuant to this Contract at the rate of forty dollars (\$40.00) per hour in a total amount not to exceed two thousand five hundred dollars (\$2,502.00) per Federal Fiscal Year (October 1 through September 30). This sum includes all out-of-pocket travel, lodging and incidental expenses incurred by Consultant that are reasonably associated with the provision of services under this Contract. The payments specified herein shall be the only payments to be made to Consultant for services rendered pursuant to this Contract.
- B. Consultant shall submit monthly invoices to City for work completed to the date of the invoice. All invoices shall be itemized to reflect the requested tasks, the billing rate and the hours worked.
- C. All correct, complete and undisputed invoices sent by Consultant to City shall be paid within thirty (30) calendar days of receipt.

SECTION 3. TERM AND TERMINATION

- A. Consultant shall commence work on or about May 26, 2010 and complete said work no later than January 31, 2012.
- B. If Consultant fails to perform his/her duties to the satisfaction of City, or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this Contract, then City shall have the right to terminate this Contract effective immediately upon City giving written notice thereof to Consultant.
- C. Either Party may terminate this Contract without cause on thirty (30) calendar days' written notice.

- D. Consultant hereby acknowledges and agrees that the obligation of City to pay under this Contract is contingent upon the availability of City's funds, which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, City may terminate this Agreement by furnishing at least thirty (30) calendar days' written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Consultant shall not be entitled to a remedy of acceleration of payments due over the term of this Agreement. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that City gives notice of termination, Consultant shall promptly provide to City any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Consultant pursuant to this Contract. City shall have full ownership, including but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that City terminates the Contract, City shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Contract; provided, however, that City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. Consultant shall, not later than ten (10) calendar days after termination of this Contract by City, furnish to City such financial information as in the judgment of the City's representative is necessary to determine the reasonable value of the services rendered by Consultant.
- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. City shall make its facilities accessible to Consultant as required for Consultant's performance of its services under this Contract, and, upon request of Consultant.
- B. Pursuant to the City's business license ordinance, Consultant shall obtain a City business license prior to commencing work.
- C. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of any nature whatsoever that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals that are legally required for Consultant to practice its profession.

- D. Consultant shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership, or to allow City to exercise discretion or control over the professional manner in which Consultant performs under this Contract; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of City is to insure that services are rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to state and federal governments which would be withheld from compensation if Consultant were a City employee. City shall not be liable for deductions for any amount for any purpose relating to Consultant's compensation. Consultant shall not be eligible for coverage under City's Worker's Compensation Insurance plan, benefits under the Public Employee Retirement System, or be eligible for any other City benefit. No party shall be the agent of, or have a right or power to bind, the other Party without its express written consent.
- E. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- F. No portion of the work or services to be performed under this Contract shall be assigned, transferred, conveyed or sub-contracted without the prior written approval of City. Consultant may use the services of independent contractors and subcontractors to perform a portion of its obligations under this Contract with the prior written approval of City. Independent contractors and sub-contractors shall be provided with a copy of this Contract and Consultant shall have an affirmative duty to assure that said independent contractors and sub-contractors comply with the same and agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and sub-contractors, and shall obtain such insurance and indemnity provisions from its contractors and sub-contractors as City's Risk Manager shall determine to be necessary.
- G. Consultant, at such times and in such form as City may require, shall furnish City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs or obligations incurred, or to be incurred, in connection therewith, and any other matters covered by this Contract.
- H. Consultant shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by City to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of City. Consultant shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by City.

- I. Consultant shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Consultant's profession. All products of whatsoever nature, which Consultant delivers to City pursuant to this Contract, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and sub-contractors assigned to perform the services contemplated by this Contract.
- J. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Consultant in accordance with this Contract are the property of City, and may be used by City. City shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Consultant. City shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from City's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except for use by City on those portions of the City's project for which such items were prepared.
- K. Consultant, including its employees, agents, and sub-consultants, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Consultant shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and 2) if required by the City Attorney, Consultant shall file financial disclosure forms with the City Clerk.

SECTION 5. INSURANCE

- A. Consultant shall maintain automobile liability insurance.
- B. Prior to commencing services under this contract, Consultant shall deliver to City a declaration providing that he/she has no employees, thereby making Worker's Compensation insurance not applicable.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

- A. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless, the City, its elected officials, officers, employees and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including but not limited to, reasonable attorney's fees of the City Attorney or legal counsel retained by City, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Consultant, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence, or misconduct of the City.

- B. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability, regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Contractor.
- C. City shall have the right to approve or disapprove the legal counsel retained by Consultant pursuant to this Section to represent City's interests. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing the obligations set forth in this Section.

SECTION 7. CONTRACT INTERPRETATION, VENUE & ATTORNEY FEES

- A. This contract shall be deemed to have been entered into in Corning, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Contract shall be governed by California law, and any action brought by either party to enforce any of the terms of this Contract shall be filed in the Tehama County Superior Court. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorney's fees.
- B. This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended, or modified except by a writing signed by City and Consultant. No verbal agreement or conversation with any official, officer, agent or employee of City, either before, during, or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Contract.
- C. No covenant or condition to be performed by Consultant under this Contract can be waived except by the written consent of City. Forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by Consultant of said covenant or condition is complete, City shall be entitled to invoke any remedy available to City under this Contract or by law or in equity, despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The headings in this Contract are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Contract must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

- F. Each Party hereto declares and represents that, in entering into this Contract, it has relied, and is relying, solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Contract is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Contract and that the decision of whether or not to seek the advise of counsel with respect to this Contract is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.
- G. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by City shall prevail over those prepared by Consultant.

SECTION 8. SURVIVAL

The provisions set forth in Sections 3.E, 3.F, 4.E, 4.H, 4.J, 5, 6, 7.A, 7.B, 7.D, and 7.G of this Contract shall survive termination of the Contract.

SECTION 9. COMPLIANCE WITH LAWS – NON-DISCRIMINATION

- A. Consultant shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or non-membership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

SECTION 10. REPRESENTATIVES

- A. City's representative for this Contract is Police Chief Anthony F. Cardenas, telephone number (530) 824-7000, fax number (530) 824-7010. All of Consultant's questions pertaining to this Contract shall be referred to the above-named person.

- B. Consultant's representative for this contract is Monty Hight, telephone number (530) 945-0735. All of City's questions pertaining to this Contract shall be referred to the above-named person.
- C. The representatives set forth herein shall have authority to give all notices required herein.

SECTION 11. NOTICES

- A. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing, signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10), and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To City:

**Anthony F. Cardenas, Police Chief
Corning Police Department
774 Third Street
Corning, CA 96021**

To Consultant:

**Monty Hight
1411 Edgewood Drive
Redding, CA 96003**

- B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.
- C. Notice shall be deemed effective upon: 1) personal service; 2) two (2) calendar days after mailing or transmission by facsimile, whichever is earlier.

SECTION 12. AUTHORITY TO CONTRACT

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Consultant or otherwise substantially change the nature or scope of the services provided herein.

SECTION 13. DATE OF CONTRACT

The date of this Contract shall be the date it is signed by the City.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the day and year set forth below:

**CITY OF CORNING,
A Municipal Corporation:**

Stephen J. Kimbrough, City Manager

Date

Michael C. Fitzpatrick, City Attorney

Date

Consultant:

**Monty Hight
Tax ID: 560-88-3224**

Date

Attachments: Exhibit A (Scope of Work)

EXHIBIT "A"

SCOPE OF WORK

Consultant will be responsible for all aspects of the duties of the Public Information Officer (PIO) for the Office of Traffic Safety AVOID THE FIVE grant, (Grant Number AL-0977), including, but not limited to, the following tasks:

- Work with the agencies listed in the grant to coordinate and gather statistics and other information as listed in the Media Objectives of the AVOID THE FIVE grant agreement
- Gather all information from participating agencies necessary for the City of Corning Police Department personnel to submit the required performance reports
- Respond to questions from participating agencies and media regarding the grant
- Work with the Corning Police Department in all aspects of the PIO duties
- Other duties as the Chief of Police shall require

**ITEM NO: K-5
CONSIDER APPROVAL OF THE
CONTINUATION OF KENPO KARATE AS
A CITY SPONSORED PROGRAM
MAY 25, 2010**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS
OF THE CITY OF CORNING**

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
KIMBERLY L. BECK, RECREATION SUPERVISOR**



SUMMARY:

Corning community members have contacted the City of Corning inquiring about the possibility of continuing many of the programs formerly run by the City Recreation Department. One such program is the Kenpo Karate Program and the Kenpo-Robics Program led by martial arts instructors Dana and Gloria Warren. The Warrens have been with the Corning Recreation Department from the beginning.

In order for the Kenpo Program or any of the other programs to continue at the Corning Elementary School District Facilities, they will need to be City sponsored programs. Corning Union Elementary School District and Corning High School District cannot permit the programs to continue without supervision from the City. Neither District can allow businesses who turn a profit to utilize their facilities.

BACKGROUND:

In order to use the School Districts' facilities, you must be a nonprofit and must have at least one million dollars of liability coverage. The only reason the programs were allowed to utilize the facilities before was because of the Facility Use Agreement developed by the Corning Elementary School District, Corning High School District, and the City of Corning. If the programs are no longer sponsored by the City of Corning, they no longer qualify to use the facilities.

The Kenpo Programs take place at Woodson Elementary School from 5:30-8pm Monday through Thursday. The Program requires almost no supervision because the Warrens are well known by the maintenance staff at Woodson and take very good care of the facility. City Recreation has advertised the Program in the local newspapers, on the Veteran's Hall Marquee, the Recreation Website, Facebook, Twitter, and in the Activity Guides. City Staff also makes copies of flyers that are handed out to each participant appropriate to their belt level. City Staff duplicates DVDs appropriate to participants' belt levels so that they may practice at home.

All participant fees are collected by the Warrens and dropped off at City Hall on a biweekly basis. City Staff is responsible for counting the money and distributing payment to the Warrens less the five percent that the City absorbs for advertising and materials.

The Warrens have their own insurance policy. However, since they are a Corning Recreation Department Program, the program has been covered under the City's Liability Coverage.

RECOMMENDATION:

Mayor and Council take no action to continue the Program, because the City can not provide even minimal supervision.

**ITEM NO: K-6
CONSIDER LOCATION FOR
TEMPORARY SKATEBOARD PARK
MAY 25, 2010**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING**

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

SUMMARY:

The Skateboard Park Committee has asked that the City of Corning allocate the south end of the Park and Ride parking lot as a temporary location for skateboarders to set up their skateboard apparatus. The location is part of the Park and Ride lot located across from City Hall on the north east corner of Solano and Third Street.

City Council at their meeting on May 11, 2010 asked Staff to provide the Council with a report on the feasibility of providing this space.

BACKGROUND:

The Park and Ride lot at the northeast corner of Solano and Third Street was made possible through a State Proposition 116 "Intermodal Transportation Center" development grant in the 1990's. The project also included a second Park and Ride lot to the south of the Transportation Center. The grant was approved by the California Transportation Commission administered by the City of Corning with CalTrans providing oversight.

Over the years, City Staff has clearly understood that the property acquired with the grant could not be converted to another use without reimbursing the State and the bond fund.

The City recently obtained permission to rent the big room at the Transportation Center to the Police Activities League Boxing Program for \$5,000 per year. As a part of that process CalTrans and the State Controller's office reviewed the restrictions on the use of the funds and concluded that the rental of space within the Transportation Center did not amount to a "conversion" of the facility to another use.

City Staff believes that putting even a temporary skateboard facility with it's required fencing and improvements on the Park and Ride lot would amount to a "conversion" and cannot be done. However the City can still offer a good solution.

SOLUTION:

An easy solution would be for the City Council to dedicate the multipurpose court at Clark Park as a temporary skateboard facility while awaiting the development of a permanent facility.

The City, as a member of Northern California Cities Self Insurance Fund, helped write the original standards for skateboard parks to be developed by the insurance fund member cities. The Risk Management policy titled "APPROVAL OF COVERAGE FOR SKATEBOARD PARKS" and the policy for "Development and Operation of Bicycles Parks" are attached for reference.

One of the key requirements for coverage has been the installation of a fence at least four feet high with a latched gate that would prevent children from wandering accidentally into the mist of the skateboarders. While evaluating the Park and Ride location, the Public Works Department

did a quick estimate of the cost of four foot fencing if a 260 foot perimeter were established for the skateboard park area. The cost would be approximately \$3,500.

The existing multipurpose court, which is the size of a single tennis court, is already fenced and gated and ready for use at Clark Park. The only cost to the skateboard committee would be the purchase of commercially designed and manufactured skateboard elements and obstacles.

The use of commercially manufactured skateboard elements and obstacles is essential to limiting the Liability to the City. In those cases where permanent concrete parks are designed, and in one case a wooden park was designed, the designs were all done by licensed engineers or architects.

The park with the wooden facilities was designed by an engineer and did meet the review of the Insurance Fund Safety Engineer but a condition was added for guaranteed maintenance. Over time the volunteers who had promised maintenance were unable to meet the commitment, and the wooden structures deteriorated to a point where the City ultimately had to remove them.

TEMPORARY PARK IS DO-ABLE:

The park design, maintenance and operation standards have been kept simple by the Insurance Fund. By using the multipurpose court at Clark Park, removing the tennis nets and obtaining an agreement from the skateboard committee volunteers that they will select skateboard apparatus from a commercial manufacturer that provides a liability insurance policy, the temporary park can be put in place.

The elements that are chosen for purchase must be provided to the City Council and Staff in order for them to be forwarded to the Safety Engineer for final review and approval. Since the multipurpose court is already cleaned regularly the only cost to the City would be the posting of the Safety Rules.

The establishment of a temporary facility by the skateboard volunteers would provide the community with the clear understanding of the amount of usage and the importance of such a facility for permanent construction in the community.

RECOMMENDATION:

Mayor and Council consider the request by the Corning Skateboard Park Committee and give direction for action to Staff.

NCCSIF

Northern California Cities Self Insurance Fund

c/o Alliant Insurance Services, Inc.

Corporate Insurance License No. 0C36861

Main Location: 600 Montgomery St., 9th Floor, San Francisco, CA 94111-2933 * (415) 403-1400 * Fax: (415) 402-0773

RISK MANAGEMENT POLICY AND PROCEDURE #RM-6

SUBJECT: APPROVAL OF COVERAGE FOR SKATEBOARD PARKS

Policy Statement:

NCCSIF adopted the following guidelines for the approval of coverage by the Program Administrator within the NCCSIF shared risk layer for skateboard parks.

Procedures:

1. NCCSIF will have a formal written review of the planned park design by the Safety Consultant and Staff to ensure that it does not include deep vertical drops or half pipes which are considered more hazardous. No obstacles, elements or components of the skating area should have a vertical drop of more than 36 inches. The design must also avoid the use of landscaping materials which would shed onto the skating surface (sand, bark, gravel, etc.)
2. The parks are either to be fenced with a locking gate and security lighting; or a barrier with at least 15 feet of clearance provided in the design.
3. The park must post and maintain signs pursuant to Health and Safety Code 115800 requiring the use of safety equipment by park users and pursuant to the other guidelines herein.
4. The park must be inspected and maintained on a daily basis by City staff with a written record of maintenance.
5. The park must have fixed hours of operations.
6. The use of in-line skates is allowable.
7. The city must verify that there will be on an off - hours patrol by local police to ensure park is not trespassed with a clear line of vision from the roadway so police can see the entire facility.
8. No food or drink is to be allowed on the skating surface.
9. Additional obstacles or other materials (ramps, jumps) may not be brought into the park.
10. Bicycling is prohibited, unless supervised as part of a special event. Dual use of the facility by bicycles and skateboards is strictly prohibited regardless of supervision.

11. Post a safety tips sign at the park to be updated as necessary.

Effective Date: October 4, 1996

First Revision: March 12, 1999

Second Revision: January 30, 2004

NCCSIF

Northern California Cities Self Insurance Fund
c/o Alliant Insurance Services, Inc.
Corporate Insurance License No. 0C36861

Main Location: 600 Montgomery St., 9th Floor, San Francisco, CA 94111-2933 * (415) 403-1400 * Fax: (415) 402-0773

RISK MANAGEMENT POLICY AND PROCEDURE #RM-8

SUBJECT: Development and Operation of Bicycle Parks

Policy Statement: This policy and procedure addresses necessary measures aimed at reducing losses related to the development and operation of Bicycle Parks at member cities. NCCSIF adopted the following guidelines for the approval of coverage by the Program Administrator within NCCSIF for bicycle parks.

This policy and procedure is mandatory. Failure to follow this policy and procedure will result in exclusion of coverage.

This policy and procedure does not apply to Bicycle Parks operated by third party contractors.

PROVISIONAL RULES:

Bicycle Park Rules

- a. All riders must wear helmets with permanent straps. Helmets must be in good condition with sufficient padding.
- b. All riders are required to wear long sleeve shirts, long pants and elbow pads.
- c. All riders are required to wear shoes that cover the foot and toes with laces tied.
- d. All bicycles must be in good working condition. Wheels must be attached securely, and brakes must be in good working condition.
- e. Bicycles must have handlebar grips covering end of the handlebars.
- f. Bicycles must have padding covering crossbar on handlebars, handlebar stem and top tube of frame.
- g. Riders are to ride in one direction only as indicated at track. No riding track in reverse direction or riding across course ("cutting course").
- h. No smoking, drinking of alcohol or use of drugs allowed in or about the park.
- i. **HAZARDOUS ACTIVITY** – All riders ride at their own risk.

ADDITIONAL RULES

- a. Unless the park has lighting that has been inspected by NCCSIF Loss Control personnel and written approval granted, the park will be utilized during daylight hours only; and
- b. Rules will be posted.

DESIGN GUIDELINES

- a. No jump on the track will exceed six feet in height. The approach and ascent of the jump will be sloped, equal to the height of the jump. (Example: jump is four feet high, approach is four feet long; descent is four feet long.)
- b. "Holes" before, between and after a jump will not be deeper than four feet. "Holes" will have a sloped entrance and exit, proportionate to its depth. ("Holes" are defined as depressions in the track surface).
- c. "Burns" (defined as banked turns) will have an outside height no greater than six feet. The backside of the burm will be filled and sloped equal to or greater than the slope of the actual track surface.
- d. Jumps on track will be eight feet wide minimum. Straight-aways and turns will be 10 feet wide maximum.
- e. Entire track surface will be maintained and kept free of loose gravel and large protruding rocks to ensure a smooth and consistent track surface.
- f. There will be no vertical drops on the track. All obstacles will be sloped at a 1 to 1 ratio.

ADDITIONAL DESIGN GUIDELINES

The proposed design of any BMX park should be reviewed and approved in writing by Jack Kastorff, NCCSIF Safety and Risk Control Consultant.

Effective Date: March 12, 1999

Reviewed: November 2000

Revised: October 24, 2003

ITEM NO: K-7
APPROVE PART-TIME CONSULTING
AGREEMENT FOR CITY PLANNING SERVICES
AND AUTHORIZE CITY MANAGER TO
EXECUTE CONTRACT
MAY 25, 2010

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

Steve

SUMMARY:

The City Council at its meeting on April 27, 2010 and again on May 11, 2010 accepted the offer of John Stoufer to take early retirement and contract with him for Land Use Planning Services. City Staff is asking the Council to approve the attached planning Consultant services agreement which is modeled after other consulting services agreements previously approved by the City Council.

The Public Employees' Retirement System (PERS) and the IRS place special conditions on contracting with early retirees, in this case, less than 55 years of age. The City can not enter into a contract with him for 60 days after his retirement, and the City can not commit to hire him.

In order to meet these requirements, the City should set a contract effective date for September, 2010, to allow Mr. Stoufer to respond to a Request for Proposals (RFP) for the services. Though a Request for Proposals seems a silly process when we know John Stoufer does outstanding work for the City, we cannot make the commitment to him.

To expedite the process to re-establish planning services, the City Manager is seeking Council authority to request proposals from qualified planning consultants and execute this contract in September 2010.

BACKGROUND:

In moving forward with the plan to take the Planning Director position part time through a contract with current Planning Director John Stoufer, staff met with the Cal Pers consultant and discovered that his age requires that he not be retained on contract for 60 days after his date of retirement. The City is also prohibited from making either a verbal or written commitment to employ him.

To overcome the problem, the City Manager will issue the RFP within the profession, and we will delay the final choice until September in order to give Mr. Stoufer an equal opportunity to propose his services for the City.

Planning Director John Stoufer remains prepared to retire effective July 5, 2010, which is one year younger than the normal retirement age allowed under the City retirement plan. The only hazard for the City in this action is that Mr. Stoufer may be offered employment full time elsewhere in the interim between his retirement and his opportunity to be considered for the position. John Stoufer is an excellent City Planner with life long ties to Tehama County. We are gambling that we will not lose him.

Even with the current slowdown in development activity, there is plenty of work to keep the Planning Consultant busy for 20 hours per week. This is the reason for setting the fixed amount of the contract.

Here are some of the actions and projects needed during the next year:

- Housing Element of the General Plan is currently in review at the State. This State mandated plan must conform to state requirements and pass review of the State Staff. Considerable time is spent negotiating this document through the State bureaucracy. The Housing element must be current to apply for any Federal or State grants or loans.
- Corning Marijuana law is to be not finalized for another year; the City will need to replace the interim ordinance with the permanent law.
- THC pot shop Zoning Violation is in Superior Court and the legal process has just begun. The Planning Director and City Attorney are the City Team on this effort.
- Proposition 84 Park Development Grant stands a good chance of approval; it will require considerable internal administration and coordination with the State, and City Public Works and Engineering. With Kimberly Beck gone, the Planner becomes the key player.
- Zoning Code Enforcement comes to a halt without the City Planner.
- Meeting with realtors, developers and builders are ongoing activities.
- Process development projects; the City has become known as a good place to do business thanks to the work done by John Stoufer, John Brewer and Terry Hoofard. Like having a fire department, these three staff members are essential to rapid and effective response to potential development.
- Preparing the Five Year Update of Development Impact Fees will require considerable analysis and statistical research along with coordinating revised facility and infrastructure cost estimates.
- Preparing the new Circulation Element of the General Plan which is essential to establishing the responsibility for improvements by new development.
- Burn-down and right to rebuild letters for real estate agents are a common need.
- Prepare California Environmental Quality Act (CEQA) reports for City projects
- Prepare National Environmental Policy Act (NEPA) reports for City projects that receive any federal funding.

Many of these Tasks and Projects need to be ready when the development activity starts again. Just the monthly preparation for and support of the Planning Commission requires considerable time. Frankly if Mr. Stoufer had not suggested this cost cutting action as a way to avoid cutting other City Staff and ensure the continuation of Planning Services, I would never as City Manager recommended the reduction in Planning Service!

FINANCIAL:

The City will propose a 20 hour per week contract for the total of 960 hours at a cost not to exceed \$3,750 per month. The cost for planning services as proposed with the agreement will be \$45,000 per year which saves the City \$65,398 per year. The attached spread sheet explains the savings.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE AGREEMENT FOR PLANNING CONSULTANT SERVICES INCLUDING IT'S TERMS AND AUTHORIZE THE CITY MANAGER TO ISSUE REQUESTS FOR PROPOSALS FOR PLANNING SERVICES AND EXECUTE THE CONTRACT IN SEPTEMBER 2010, UNLESS A REVISION TO THE TERMS IS NEEDED.

EMPLOYEE	**Weighted Avg. Salary		Incentive Increase	Uniform Allowance	Total Yrly Wages	FICA/ MEDICARE		ER Pers	EE Pers	Health	Life	SDI	YRLY BENES	Total/Mo W/O WC
Stoufer	\$6,364.00				\$76,368.00	\$5,842.15	\$9,467.34	\$5,345.76	\$13,002.00	\$294.00	\$79.20	\$34,030.45	\$110,398.45	
Stoufer new					\$45,000.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00	
Stoufer savings					\$31,368.00	\$5,842.15	\$9,467.34	\$5,345.76	\$13,002.00	\$294.00	\$79.20	\$34,030.45	\$65,398.45	
TOTAL SAVINGS					\$31,368.00	\$5,842.15	\$9,467.34	\$5,345.76	\$13,002.00	\$294.00	\$79.20	\$34,030.45	\$65,398.45	

**CITY OF CORNING
AGREEMENT FOR
PLANNING CONSULTANT SERVICES**

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, is by and between the City of Corning, hereinafter referred to as "CITY" and _____, an individual doing business as _____, hereinafter referred to as "PLANNER."

RECITALS

WHEREAS, CITY desires to use the professional services of a qualified planning consultant to perform various land use planning duties and responsibilities for the City of Corning; and

WHEREAS, CITY knowing that PLANNER is qualified and experienced, and has the specialized skills, to perform the planning services required for the CITY, now wants to proceed with contracting with PLANNER, and PLANNER is ready, willing and able to perform such services for the CITY as projects are presented to him;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein the parties agree as follows:

SERVICES: PLANNER will provide to the CITY all necessary professional services to perform the duties and responsibilities of a land use planner on projects provided to him and to do so to the satisfaction of the CITY, as set forth below. Such services shall include, but not be limited to the following:

- Consult with CITY staff on a regular basis to keep apprised of the CITY's need to have various types of land use planning services performed on a timely basis.
- Review materials and prepare agenda reports to be used by staff, or by consultant when requested, in making presentations and recommendations to the CITY's Planning Commission and City Council.
- Assist staff and management in the various functions of the City's land use planning system including but not limited to working with developers and others who come to the CITY to request information on land use planning issues and to seek discretionary approvals of subdivision maps, use permits, variances and other such matters.
- Assist the CITY in completing the environmental reviews and materials legally required for various kinds of projects.

PLANNER will not perform managerial activities or participate directly in the decision making process. CITY will not direct or supervise the daily work of PLANNER in regard to any projects he is working on but will expect the end product to be completed to CITY's satisfaction.

City Manager will:

- Assume responsibility for CITY's records related to projects provided to PLANNER
- Be the contact person in CITY for PLANNER with regard to projects provided to PLANNER
- Not request services that, in the opinion of the City Manager or PLANNER would impair PLANNER's independence.

WORK DAYS AND HOURS: PLANNER will work for CITY on days and hours of his choosing as dictated by the need to accomplish the tasks provided to him and such work will be performed at various locations in City Hall and in PLANNER'S private residence or at other locations of PLANNER's choosing. CITY will use PLANNER approximately 80 hours per month but not in excess of 960 hours per fiscal year (July 1st through June 30th).

COMPENSATION: CITY, for and in consideration of the promises, covenants, conditions and stipulations of PLANNER set forth herein, hereby agrees to provide, as total compensation to PLANNER, the following:

- PLANNER will provide the foregoing services for a fixed sum of three thousand seven hundred and fifty dollars (\$3750.00) per month; and
- Such monthly rate shall increase annually effective July 1 of each year; This rate increase shall be limited to the annual CPI increase for the year ending in April of each year and based upon the "CONSUMER PRICE INDEXES PACIFIC CITIES AND U.S. CITY AVERAGE ALL ITEMS INDEXES: U.S. City Average.
- Reimbursement shall be made for all reasonable out of pocket expenses, such as long distance phone charges and the cost of any stationary or other such materials provided by PLANNER. CITY will pay annual association dues to the American Planning Association.

TERM: This agreement shall be for an indefinite term unless either party provides the other with notice of termination. Either party may terminate the Agreement by providing the other party not less than sixty (60) calendar days written notice of termination. The termination shall become effective upon the 60th or later designated day following delivery of written notice thereof. PLANNER shall be compensated for all services performed to the effective date of termination.

PERFORMANCE STANDARDS: PLANNER agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talent, perform all of the duties and functions that maybe required of or from him pursuant to all terms of this Agreement in a manner reasonably satisfactory to the CITY, and in accordance with the standards reasonably expected of a professional person so engaged.

PLANNER AS INDEPENDENT CONTRACTOR: It is understood that PLANNER is an independent contractor. CONTRACTOR maintains an office separate from the CITY and performs planning services for other clients in addition to CITY. CITY does not specify how PLANNER is to work but does specify the functions to be performed and approves or disapproves the final work product requested of PLANNER.

CITY'S INDEMNITY OF PLANNER: During the term of this Agreement, the CITY shall indemnify, defend, and hold PLANNER harmless for those acts, including acts that may result in injury to another, arising during the course and within the scope of his services provided to CITY. This Section is intended to neither provide any greater nor any fewer protections than those afforded to public employees under Government Code section 820 *et seq.* although PLANNER is not an employee of CITY. CITY's obligations hereunder shall not extend to willful acts intended to cause harm to another nor to injuries or damages arising out of the gross negligence of PLANNER.

ENTIRE AGREEMENT; MODIFICATION: This Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by CITY or PLANNER other than those contained herein. No modification, alterations, or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Any notices required to be given, pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To CITY: **Stephen J. Kimbrough, City Manager**
City of Corning
794 Third Street
Corning, CA 96021

To PLANNER:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF CORNING

PLANNER

Stephen J. Kimbrough, City Manager
