



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, SEPTEMBER 27, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 7:30 p.m.

B. ROLL CALL:

Council:

**Toni Parkins
John Leach
Darlene Dickison
Dave Linnet
Gary Strack**

Mayor:

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Mayor Strack.

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, and PRESENTATIONS:

F. BUSINESS FROM THE FLOOR: If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Council will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Council from taking formal action on the issue, however, unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

G. 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. Waive the Reading and approve the Minutes of the September 13, 2011 City Council Meeting with any necessary corrections.**
- 3. September 21, 2011 Claim Warrant - \$365,255.35.**
- 4. September 21, 2011 Business License Report.**
- 5. Approve Recommendation of Brant Mesker for Appointment to the City Planning Commission.**
- 6. Approve Recommendation of Tony Miller as the City's Representative to the Tehama County Airport Land Use Commission (ALUC).**
- 7. Approve Memorandum of Understanding for Radio Frequency Use between Corning Police Department, Corning Volunteer Fire Department and California Highway Patrol.**
- 8. Adopt Resolution No. 09-27-2011-01 Approving a Volunteer Fire Assistance Program Agreement Between the City and CALFIRE, and Authorize the City Manager to Sign the Agreement.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Parkins:

Leach:

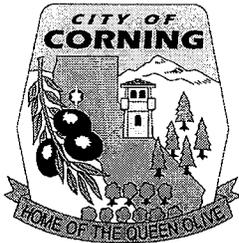
Dickison: Report on September 16th meeting at the County to discuss the State Fair Exhibit.

Linnet:

Strack:

N. ADJOURNMENT!:

POSTED: THURSDAY, SEPTEMBER 22, 2011



**CITY OF CORNING
SPECIAL CLOSED MEETING SESSION MINUTES
TUESDAY, SEPTEMBER 13, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Toni Parkins
John Leach
Darlene Dickison
Dave Linnet
Gary Strack**

Mayor:

All members of the City Council were present.

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. PUBLIC COMMENTS: None.

D. ADJOURN TO CLOSED SESSION: 6:30 p.m.

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

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Pursuant to Section 54956.8
Potential Land Acquisition:
Potential Park Property: APN No.: 71-250-38 – 10.87 Acres.
Property Negotiators: Stephen Kimbrough and John Stoufer.**

E. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION: 7:30 p.m.

Mayor Strack reported that Council met with the Labor Negotiator and the Property Negotiators and gave them direction.

F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL: 7:30 p.m.



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, SEPTEMBER 13, 2011
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 7:30 p.m.

B. ROLL CALL:

Council:

**Toni Parkins
John Leach
Darlene Dickison
Dave Linnet
Gary Strack**

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Councilor Leach.

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, and PRESENTATIONS:

1. September 2011 as National Alcohol and Drug Addiction Recovery Month in the City of Corning and September 17th as Tehama County Recovery Happens Day.

The Proclamation was read by City Clerk Lisa Linnet and presented by Mayor Strack to Tehama County Health Service Agency Drug and Alcohol Division Supervisor Patrice Tamp and Tehama County Drug and Alcohol Advisory Board Member Steve Chamblin. Mr. Chamblin announced that an event in commemoration of Tehama County Recovery Happens Day would be held at the Red Bluff City Park from 11:00 a.m. to 1:00 p.m. on September 17, 2011.

2. Proclamation – September 19th – October 8th, 2011 Disabled Veteran’s Forget-Me-Not Days in the City of Corning.

City Clerk read the Proclamation and Mayor Strack presented it to J.E. Wilson Chapter 115 Representative James Darrow.

3. Presentation of Business/Employer of the Month Awards:

BUSINESS OF THE MONTH:
Marco’s Pizza

EMPLOYER OF THE MONTH:
Premier West Bank

The Business of the Month and Employer of the Month Awards were read by City Clerk Lisa Linnet and Councilman Dave Linnet presented the award for Business of the Month to Mr. and Mrs. Steven Barbo, owners of Marco's Pizza. He then presented the award for Employer of the Month to Premier West Bank Vice President Kyle Lauderdale and Personal Banker Colette Thompson.

F. BUSINESS FROM THE FLOOR: None.

G. 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.

4. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
5. Waive the Reading and approve the Minutes of the August 23, 2011 City Council Meeting with any necessary corrections.
6. September 7, 2011 Claim Warrant - \$318,093.91.
7. September 7, 2011 Business License Report.
8. August 2011 Building Permit Valuation - \$24,884.41.
9. August 2011 Wages and Salaries - \$324,620.39.
10. August 2011 Treasurer’s Report.
11. City of Corning Wastewater Operation Summary Report – August 2011.
12. Approve Progress Pay Estimate No. 2 in the amount of \$110,085.81 and approve Contract Change Order No. 2 to Increase the Project Cost to \$606,604 for the Clark Park Municipal Water Well Project.

Mayor Strack introduced each of the Consent Agenda Items by title. Councilor Parkins requested that Item 12 be removed for discussion.

Councilor Leach moved to approve Consent Agenda Items 4-11 and Councilor Linnet seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:**12. Approve Progress Pay Estimate No. 2 in the amount of \$110,085.81 and approve Contract Change Order No. 2 to Increase the Project Cost to \$606,604 for the Clark Park Municipal Water Well Project.**

Public Works Director John Brewer presented the Council with a Memo explaining the need to change the Progress Pay Estimate No. 2 dollar amount to be paid to Trent Construction from the \$110,085.81 listed in the Staff Report provided in the Council's Agenda packages to \$133,969.11. He explained that due to an administrative oversight, the original Progress Pay Estimate No. 2 worksheet submitted by the Contractor to the City, and then to USDA Rural Development (USDA RD) for review, did not sufficiently justify the pay request and subsequently was not approved by USDA RD.

City Staff and USDA RD were able to rectify the error and amend the Progress Pay Estimate Worksheet and Contractor's Application for Payment and Staff now recommends:

- Approval of Progress Pay Estimate No. 2 in the corrected amount of \$133,969.11 to Trent Construction for the Clark Park Municipal Water Well Project; and
- Approve Contract Change Order No. 2 increasing the project cost to \$606,604.

With no further discussion, Councilor Parkins moved to approve Progress Pay Estimate No. 2 in the amount of \$133,969.11 to Trent Construction for the Clark Park Municipal Water Well Project and approve Contract Change Order No. 2 increasing the project cost to \$606,604. Councilor Leach seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

I. PUBLIC HEARINGS AND MEETINGS: None.**J. REGULAR AGENDA:****13. Rodgers Theater: Appropriate ADA Grant Funds for Use.**

Mayor Strack introduced this item by title. City Manager Kimbrough explained that Northern California Self Insurance Fund (NCCSIF), which includes the City of Corning as a Joint Powers Authority Member, along with their Board of Directors, have established a series of annual grants of \$6,000 to remove barriers for access by disabled people. He further explained that for the past three years \$18,157 has been accrued and set aside for "Restroom Accessibility" as part of the Rodgers Theater renovation. Mr. Kimbrough explained that these funds now need to be appropriated to the Theater account in order that they may be spent on the new restroom construction at the Theater.

Councilor Leach then moved to appropriate from the General Fund Reserve \$18,157 to Rodgers Theatre ADA Projects Account Number 001-9170-6125. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.** Following the vote, Mayor Strack confirmed that the ADA remodel of the restrooms would be put out to bid.

14. Review Water Well Related Development Impact Fee and Schedule Public Hearing for Fee Increase.

Mayor Strack introduced this item by title. City Manager Kimbrough briefed the Council on the need for the increase stating that this will allow Staff to set and publish the date of the public hearing for the fee increase. He also explained that, removing the Clark Park Well from the Development Fee funded Infrastructure Plan reduces the needed future water wells to six which are expected to cost \$3,180,000. Mr. Kimbrough explained that the fee per Equivalent Dwelling Unit (EDU) would then be \$1,073.96 (\$3.18 million/2,961 EDU's) rounded to \$1,075 per EDU.

Mayor Strack then stated that he questioned the number of wells that will be needed in the future and explained that he would like to be prepared to answer any questions associated with this subject should they be asked. Council then asked Staff to review the number of future wells they anticipate the City needing.

Councilor Parkins moved to set a Public Hearing for October 11, 2011 to consider increasing the Water Development Impact Fee collected to mitigate new development in the City of Corning from \$709 to \$1,075 per Equivalent Dwelling Unit, and direct Staff to publish the required Notice(s) of the

Public Hearing in accordance with State Law. Councilor Dickison seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

15. Approve the Plans and Specifications for the 2011 Street Repaving Project and Authorize Bid Solicitation.

Mayor Strack introduced this item by title and Public Works Director John Brewer briefed the Council on the proposed project. He cited the locations for repaving and discussed the projected timeframe to complete the project, noting that this is conditional upon the weather and availability of materials.

Councilor Dickison moved to:

- **Approve the attached Plans and Specifications, including the map marked "City of Corning 2011 Street Repaving Project" and the Bid Specifications;**
- **Authorize Staff to solicit Bids for the 2011 Street Paving Project; and**
- **Return to the City Council with the final Marguerite Avenue reconstruction plans for the segment between Victorian Park Drive and Neva Avenue, including any Joint City/County Project Agreement.**

Councilor Leach seconded the motion. **Ayes: Strack, Parkins, Leach, Dickison and Linnet. Opposed: None. Absent/Abstain: None. Motion was approved by a 5-0 vote.**

Councilor Leach asked about the progress on the Neva Avenue Project; Mr. Brewer responded stating that City Engineer Ed Anderson picked up the specification for the project today.

16. Designation of City Representative to attend meeting to discuss State Fair Exhibit.

Following some discussion, Mayor Strack appointed Councilor Dickison as the Council's representative at this meeting.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None.

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Parkins: Announced that she would miss the next Sanitary Landfill Meeting as she will be in Tahoe.

Leach: Announced that the Community Action Committee Meeting is this Thursday.

Dickison: Stated that the LAFCO Meeting had once again been cancelled.

Linnet: Informed the Council that he had met with a new group interested in beautifying the downtown. He stated that there were approximately 16 people in attendance and that the next meeting would be next week sometime.

Strack: Asked about the status of the new "Logo" signs. City Manager Kimbrough stated that he and Chief Cardenas would be scheduling a meeting with the Manager of Taco Bell. Mayor Strack stated that he would like to attend this meeting.

N. ADJOURNMENT!: 8:10 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING ASSISTANT

DATE: September 21, 2011

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, September 27, 2011 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	09-15-11	\$	187,418.01
B.	Cash Disbursements	Ending	09-21-11	\$	136,286.06
C.	Payroll Disbursements	Ending	09-20-11	\$	41,551.28
GRAND TOTAL				\$	<u>365,255.35</u>

REPORT.: Sep 16 11 Friday
 RUN....: Sep 16 11 Time: 16:48
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 09-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
013004	09/15/11	TEH08	COUNTY OF TEHAMA	-12.00	.00	-12.00	110830u	Ck# 013004 Reversed
013083	09/12/11	SCH03	SCHUTTER, CARLA	37.18	.00	37.18	110908	COMMUNICATIONS-POLICE
013084	09/12/11	WAT02	WATSON, THOMAS J.	332.89	.00	332.89	110908	COMMUNICATIONS-POLICE
013085	09/15/11	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1108642	ProfServices Water Dept
013086	09/15/11	COR32	CORNING COLLISION & COLOR	689.98	.00	689.98	090826	VEH REPLAC-POLICE
013087	09/15/11	DEP12	DEPT OF JUSTICE	146.00	.00	146.00	865227	PROF SVCS-
013088	09/15/11	ICC01	INTERNATIONAL CODE COUNCI	125.00	.00	125.00	2854763	ASSOC DUES-BLD & SAFETY
013089	09/15/11	KOE01	KOEFRAN	250.00	.00	250.00	610533	PROF SVCS-ACO
013090	09/15/11	LIN01	LINCOLN EQUIPMENT, INC.	1467.75	.00	1467.75	SI172149	MAT & SUPPLIES-POOL
013091	09/15/11	PGE03	PG&E	38.07	.00	38.07	110901	Mat/Supplies PoliceServic
013092	09/15/11	QUI02	QUILL CORPORATION	66.57	.00	66.57	6584525	Office Supplies-FINANCE
				181.88	.00	181.88	6591246	Office Supplies-
			Check Total.....:	248.45	.00	248.45		
013093	09/15/11	RED01	RED BLUFF DAILY NEWS	115.44	.00	115.44	110909	Print/Advert.-POLICE
013094	09/15/11	SWW00	SWWC SERVICES, INC.	368.86	.00	368.86	17994	PROF SVCS-WWTP
				98.00	.00	98.00	17995	PROF SVCS-WWTP
				644.73	.00	644.73	17999	PROF SVCS-WWTP
				45087.79	.00	45087.79	18001	PROF SVCS-WWTP
				2696.38	.00	2696.38	180002	PRETREATMENT-SWR
			Check Total.....:	48895.76	.00	48895.76		
013095	09/15/11	TEH15	TEHAMA CO SHERIFF'S DEPT	49.00	.00	49.00	110901	PROF SVCS-
013096	09/15/11	TRE00	TRENT CONSTRUCTION	133969.11	.00	133969.11	11-0914	CLARK PARK WELL-WTR IMPRO
013097	09/15/11	WAR05	WARREN, DANA KARL	411.35	.00	411.35	110912	REC INSTRUCTOR-REC
013098	09/15/11	WAS01	WASTE MANAGEMENT OF	473.57	.00	473.57	115416405	NUISANCE ABATE-POLICE
				49.50	.00	49.50	115416505	NUISANCE ABATE-POLICE
			Check Total.....:	523.07	.00	523.07		
013099	09/15/11	WES02	WESTERN BUSINESS PRODUCTS	44.96	.00	44.96	030383	Equip.Maint.-FIRE DISPATC
			Cash Account Total.....:	187418.01	.00	187418.01		
			Total Disbursements.....:	187418.01	.00	187418.01		

=====

REPORT.: Sep 21 11 Wednesday
 RUN...: Sep 21 11 Time: 15:41
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 09-11 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012975	09/19/11	PJB00	PETER J. BOICE CONSULTANT	-900.00	.00	-900.00	11-0818u	Ck# 012975 Reversed
013100	09/19/11	PJB00	PETER J. BOICE CONSULTANT	900.00	.00	900.00	11-0818A	RODGERS THEATER IMPROVEME
013101	09/20/11	ACT02	ACTION SPORT DEVELOPMENT,	6364.89	.00	6364.89	590	PROP 84 PARK-PROP 84 NON-
013102	09/20/11	ATF13	AT&T	719.51	.00	719.51	110911	COMMUNICATIONS-
013103	09/20/11	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	1108933	ProfServices Water Dept
013104	09/20/11	CAR12	CARREL'S OFFICE MACHINES	4.27	.00	4.27	103084	MAT & SUPPLIES-LIBRARY
013105	09/20/11	CHE02	CHEM QUIP, INC.	1077.24	.00	1077.24	5117113	MAT & SUPPLIES-WTR
013106	09/20/11	COR03	CORNING RENTALS	65.00	.00	65.00	34287	BLD MAINT-FIRE
013107	09/20/11	COR12	CORNING FORD MERCURY, INC	18184.24	.00	18184.24	11-0919	VEHICLE REPLAC-STR MAINT
013108	09/20/11	DAY03	DAY WIRELESS SYSTEMS {04}	85.32	.00	85.32	969541	VEH REPL-POLICE
013109	09/20/11	DIA04	DIAZ ASSOCIATES	4428.00	.00	4428.00	091311-02	PROP 84 PARK-PROP 84 NON-
013110	09/20/11	HEN03	HENRY SCHEIN INC.,	91.81	.00	91.81	686085800	MAT & SUPPLIES-FIRE
013111	09/20/11	HOL04	HOLIDAY MARKET #32	28.83	.00	28.83	3211307	Mat/Supplies-FINANCE
013112	09/20/11	KET11	KETCH-ALL COMPANY	287.85	.00	287.85	33746	Mat/Supplies-ACO
013113	09/20/11	MCC05	MCCURDY'S TRUCK REPAIR	524.09	.00	524.09	8973	VEH OP/MAINT-
013114	09/20/11	MHS00	MHS CONTRACTORS	13150.00	.00	13150.00	423	RODGERS THEATER IMPROV-RO
013115	09/20/11	NEX01	NEXTEL COMMUNICATIONS	139.41	.00	139.41	086319118	Communications-POLICE
013116	09/20/11	PJB00	PETER J. BOICE CONSULTANT	863.50	.00	863.50	11-0919	RODGERS THEATER IMPROV-RO
013117	09/20/11	SCH01	LES SCHWAB TIRE CENTER	161.93	.00	161.93	453381	Veh Opr/Maint-POLICE
				164.88	.00	164.88	453659	Veh Opr/Maint-POLICE
			Check Total.....:	326.81	.00	326.81		
013118	09/20/11	UNI01	UNIGARD INSURANCE COMP.	48440.00	.00	48440.00	110912	Gen.Insurance General Cit
013119	09/20/11	USA01	USA BLUE BOOK	801.66	.00	801.66	487539	MAT & SUPPLIES-WTR
				48.02	.00	48.02	487621	MAT & SUPPLIES-WTR
			Check Total.....:	849.68	.00	849.68		
013120	09/20/11	HIG00	HIGHT, MONTY W.	1720.00	.00	1720.00	16	OTS GRANT-PIO

REPORT.: Sep 21 11 Wednesday
 RUN....: Sep 21 11 Time: 15:41
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 09-11 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
013121	09/21/11	CON07	CONEXIS	30.00	.00	30.00	0811OR348	MEDICAL INS-COBRA
013122	09/21/11	KNI00	KNIFE RIVER CONSTRUCTION	566.28	.00	566.28	122084	MAT & SUPPLIES-
013123	09/21/11	NOR31	NORM'S PRINTING	61.67	.00	61.67	010362	PRINTING/ADV-POLICE
013124	09/21/11	PGE01	PG&E	37566.94	.00	37566.94	110903	Electricity General City-
013125	09/21/11	PGE2A	PG&E	49.00	.00	49.00	110916	ELECT-BLUE HERON CT
013126	09/21/11	REC02	RECOGNITION PRODUCTS	308.30	.00	308.30	274971	SCHOOL PROGRAMS-POLICE
013127	09/21/11	TRI02	TRI-COUNTY NEWSPAPERS	267.42	.00	267.42	11-0920	PROF SVCS-
Cash Account Total.....:				136286.06	.00	136286.06		
Total Disbursements.....:				136286.06	.00	136286.06		
Cash Account Total.....:				.00	.00	.00		

REPORT.: Sep 21 11 Wednesday
 RUN....: Sep 21 11 Time: 15:41
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 09-11 Bank Account.: 1025

PAGE: 003
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
5195	09/20/11	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	B10920	POLICE OFFICER ASSOC
5196	09/20/11	CAL37	CALIFORNIA STATE DISBURSE	179.07	.00	179.07	B10920	WITHHOLDING ORDER
5197	09/20/11	EDD01	EMPLOYMENT DEVELOPMENT	3366.95	.00	3366.95	B10920	STATE INCOME TAX
				1165.62	.00	1165.62	1B10920	SDI
			Check Total.....:	4532.57	.00	4532.57		
5198	09/20/11	ICM01	ICMA RETIREMENT TRUST-457	2777.63	.00	2777.63	B10920	ICMA DEF. COMP
5199	09/20/11	OEU03	OPERATING ENGINEERS	500.00	.00	500.00	B10920	CREDIT UNION SAVINGS
5200	09/20/11	PERS1	PUBLIC EMPLOYEES RETIRE	27031.76	.00	27031.76	B10920	PERS PAYROLL REMITTANCE
5201	09/20/11	PERS4	Cal Pers 457 Def. Comp	756.00	.00	756.00	B10920	PERS DEF. COMP.
5202	09/20/11	PRE03	PREMIER WEST BANK	3262.00	.00	3262.00	B10920	HSA DEDUCTIBLE
5203	09/20/11	STA04	STATE OF CALIFORNIA	519.25	.00	519.25	B10920	WAGEASN 1107012828
5204	09/20/11	VAL06	VALIC	1668.00	.00	1668.00	B10920	AIG VALIC P TAX
			Cash Account Total.....:	41551.28	.00	41551.28		
			Total Disbursements.....:	41551.28	.00	41551.28		

Date.: Sep 21, 2011
Time.: 4:06 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
ABEL FAMILY COUNSELI	420 SOUTH ST	CORNING, CA 96021	ABEL	SHERIE COUNSELING - L.M.F.T. #49064	09/14/11	(530)838-8496
ALL STAR PLUMBING	16650 RANCHO TEHAMA	CORNING, CA 96021	MAPLESDEN	LEWIS CONTRACTOR - PLUMBING	09/20/11	(530)736-5734
EASTLAND CONSTRUCTIO	3174 S. HIGHWAY 99W	CORNING, CA 96021	EASTLAND	JIM CONTRACTOR	09/13/11	(530)526-0154
ED THE HANDYMAN	1942 COLUSA ST	CORNING, CA 96021	MINCHER	EDGAR HANDYMAN SERVICES	09/20/11	(530)354-3187
FUSCHIA COUTURE	709 4TH ST	CORNING, CA 96021	CHAVEZ	LILIANA CLOTHING & DESIGNS LINE (@ 709 4TH ST)	09/20/11	(916)799-0831
MADSEN ROOFING & WAT	5960 BRADSHAW ROAD	SACRAMENTO, CA 95829	MADSEN	CHRISTI CONTRACTOR	09/13/11	(916)361-3327
MHS CONTRACTORS	19869 LOOP ST	ANDERSON, CA 96007	MADRIGAL	MARIO CONTRACTOR	09/12/11	(530)227-1973
SANDERS, MYKALA	1703 SOLANO ST	CORNING, CA 96021	SANDERS	MYKALA COSMETOLOGY @ MANE FOCUS (1703 SOLANO)	09/20/11	(000)000-0000
SWEET SEDUXION TATTO	800 BUTTE ST	CORNING, CA 96021	MAMEA	LUSINA TATTOO APPLICATION BY APPT	09/20/11	(530)838-0110
SYLVANIA LIGHTING SE	2455 MERCANTILE	RANCHO CORDOVA, CA 95742		INSTALLATION/MAINTENANCE OF LIGHTING PRO	09/13/11	(510)487-6008

G-4

ITEM NO.: G-5
APPROVE RECOMMENDATION OF
BRANT MESKER FOR
APPOINTMENT TO THE CITY
PLANNING COMMISSION
SEPTEMBER 27, 2011

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

FROM: GARY R. STRACK, MAYOR

SUMMARY:

The City has received three applications for the vacant Planning Commissioner position. Mayor Gary Strack has interviewed the applicants and recommends Brant Mesker to serve as a Commissioner on the City's Planning Commission.

BACKGROUND:

Planning Commissioner Douglas Hatley informed me in July that he was resigning from his appointment to the City Planning Commission.

The City has received three applications for this vacant Commission position. Those applying were Mrs. Marti Syed, Mr. Brant Mesker and Mr. Chris Copley. Mayor Strack has interviewed all candidates and finds that all would be excellent Commissioners.

After careful consideration, Mayor Strack recommends that the Council appoint Mr. Brandt Mesker to the Commission believing he will serve the Community well as a Planning Commission.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPOINT BRANT MESKER TO THE PLANNING COMMISSION EFFECTIVE IMMEDIATELY TO FILL THE VACANCY CREATED BY THE RESIGNATION OF DOUGLAS HATLEY.



CITY OF CORNING

APPLICATION FOR COMMISSION APPOINTMENT

RECEIVED
AUG 29 2011
CORNING CITY CLERK

Date: 8/28/11

- Commission: Planning Commission
 Recreation Commission
 Library Commission
 Airport Commission

Name: Brant Mesker

Home Address: 419 South St.
Corning, CA 96021

Phone No.: 530-520-6840

Business Address: 818 Main St.
Red Bluff, CA 96080

Phone No.: 530-527-8491

Occupation: Office Assistant III

Do you reside within the City of Corning? Yes X No _____

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions? I have effective communication skills, a strong work ethic and an extensive education in Business Administration.

Have you served on other Boards, Committees, or Commissions? Yes X No _____

If so, please list them:

Triage Committee and Mental Health Systems Committee.

Have you researched the time and travel commitments associated with serving on this Commission? Yes X No _____

Can you meet those commitments? Yes X No _____

Please comment on your reasons for seeking this appointment.

As a life long member of this community I desire to give back a portion of my time.

Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER



RECEIVED

JUL 25 2011

CITY OF CORNING

CORNING CITY CLERK

APPLICATION FOR COMMISSION APPOINTMENT

Date: July 25, 2011

- Commission: Planning Commission
 Recreation Commission
 Library Commission
 Airport Commission

Name: Marti J. Syed

Home Address: 256 Solano St.
Corning, CA 96021

Phone No.: (530) 570-1171

Business Address: SAA

Phone No.: SAA

Occupation: Self-Employed – Estate Conservator

Do you reside within the City of Corning? Yes No

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions? Assoc. of Science degree in Engr. Drafting with class work in architectural and civil engineering, surveying and mapping. 3+ yrs employment with engineering firm: duties included planning and mapping overhead and underground services, updating maps and records, and field work surveying storm damage to telecommunication equip.

Have you served on other Boards, Committees, or Commissions? Yes No

If so, please list them: Corning Chamber Board of Directors (4 years): current position as President Elect for 2012. Elementary School Parent Association: position as Treasurer.

Have you researched the time and travel commitments associated with serving on this Commission? Yes No

Can you meet those commitments? Yes No

Please comment on your reasons for seeking this appointment. I believe that I have the qualities and experiences to be helpful. The City of Corning is now embarking on a road that will have far reaching impact on its future. I wish to be a part of guiding its path.

Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

RECEIVED

SEP 15 2011

CITY OF CORNING

CORNING CITY CLERK



APPLICATION FOR COMMISSION APPOINTMENT

Date: August 24, 2011

- Commission: Planning Commission
 Recreation Commission
 Library Commission
 Airport Commission

Name: Chris Copley
Home Address: 1314 Solano Street
Corning, CA 96021

Phone No.: 530/824-2430

Business Address: Chris' Egg Farm
23700 Loleta Avenue
Corning, CA 96021

Phone No.: 530/824-5211

Occupation: Commercial Property Owner, Chicken Farmer and Helicopter Pilot.

Do you reside within the City of Corning? Yes No

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions? I am a commercial building/property owner in several counties. I spent several years in my younger days in preserving historical buildings and castles...many of which were literally thousands of years old (circa 600 BC).

Have you served on other Boards, Committees, or Commissions? Yes No

If so, please list them: York Historical Society, The York Roman Tower Restoration Trust, Pilot Advisor to the RAF Biggin Hill Preservation Society.

Have you researched the time and travel commitments associated with serving on this Commission? Yes No

Can you meet those commitments? Yes No

Please comment on your reasons for seeking this appointment.

I feel I need to contribute volunteer time and effort in my adopted City by serving on either the Planning or Recreation Commissions.


Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

ITEM NO: G-6
REAPPOINTMENT OF MR. TONY MILLER
AS THE CITY'S REPRESENTATIVE TO THE
TEHAMA COUNTY AIRPORT LAND USE
COMMISSION (ALUC)
SEPTEMBER 27, 2011

TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING

FROM: GARY STRACK, MAYOR
LISA M. LINNET, CITY CLERK

SUMMARY:

Mayor Strack recommends the appointment of Tony Miller to serve as the City's representative to the Tehama County Airport Land Use Commission.

BACKGROUND:

On September 13, 2011 City Clerk Lisa Linnet was contacted via email by Mackenzi Parkinson, Tehama County Deputy County Clerk II, who informed her that Mr. Miller's term was to expire this month. (See attached email)

City Clerk Lisa Linnet contacted Mr. Miller on Tuesday, September 20th to inquire if he would be interested in serving another term. Mr. Miller verbally informed Mrs. Linnet that he would.

Mr. Miller is retired from the Air Force and is a rancher. He is a pilot and aircraft owner and prior to becoming a member of the City's Airport Commission he served as a Commissioner on the Riverside, CA Airport Commission. Mr. Miller has served as a military representative to the Clovis Airport Commission and participated on several advisory committees.

RECOMMENDATION:

MAYOR AND COUNCIL REAPPOINT MR. TONY MILLER AS THE CITY REPRESENTATIVE TO THE TEHAMA COUNTY AIRPORT LAND USE COMMISSION.

Lisa Linnet

From: Mackenzi Parkinson <MParkinson@co.tehama.ca.us>
Sent: Tuesday, September 13, 2011 2:12 PM
To: 'Lisa Linnet'; Cheryl Smith
Subject: Airport Land Use Commission

This month the terms for your respective City appointees for the Airport Land Use Commission expire. Please let us know when action has been taken at your level to either reappoint the representatives or appoint a new representative so that we can update our files.

Thank you!

Mackenzi Parkinson
Deputy County Clerk II
Tehama County Clerk of the Board
mparkinson@co.tehama.ca.us
Phone (530) 527-3287
Fax (530) 527-1745

*Spoke w/Tony Miller on 9/20/11
and he said he would like to
continue on the ALUC as the
City's representative.*

LML

ITEM NO: G-7
APPROVE MEMORANDUM OF
UNDERSTANDING FOR RADIO
FREQUENCY USE BETWEEN CORNING
POLICE DEPARTMENT, CORNING
VOLUNTEER FIRE DEPARTMENT AND
CALIFORNIA HIGHWAY PATROL
SEPTEMBER 27, 2011

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

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



SUMMARY:

The California Highway Patrol (CHP) Radio Communications Interoperability Agreement is a Memorandum of Understanding and Radio Frequency Use Agreement between CHP and participating agencies. The agreement established policy and procedures for the activation, use, and de-activation of an interoperable radio communications system.

BACKGROUND:

The State of California, acting through the California Highway Patrol (CHP), has developed an interoperable radio communication system. The system will be known as the CHP Northern Division Communications Platform (the Platform). The purpose of the Platform is to allow direct voice communication between participating agencies in dealing with both short-term and long-term incidents. The Platform cross-connects existing radio frequencies and networks, which will thereby enhance the safety of participating agencies.

Participation in the radio communications system is voluntary and requires that each participating agency maintain their agency's radio equipment. The only additional requirement is that each agency provides CHP with their radio frequencies to be used in mutual aid incidents.

Both the Corning Police Department and the Corning Volunteer Fire Department acknowledge the benefit to the City of Corning by participating in the Platform system.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORNING POLICE DEPARTMENT, CITY OF CORNING VOLUNTEER FIRE DEPARTMENT AND THE CALIFORNIA HIGHWAY PATROL.

**FREQUENCY USE AGREEMENT BETWEEN PARTICIPATING FEDERAL, STATE,
AND LOCAL AGENCIES FOR RADIO COMMUNICATIONS**

This Agreement, entered into this _____ day of _____, 20__, between the State of California, acting through the California Highway Patrol, hereinafter called the State, and the City of Corning hereinafter called Corning in cooperation and participation with the RADIO COMMUNICATIONS INTEROPERABILITY PROJECT.

1. Each party herein authorizes the other to operate said equipment by its law enforcement officers, or such regularly employed and salaried assistants as they may designate. The above equipment will be operated only during emergency or disaster situations and for periodic operational tests, or in accordance with the provisions of this Agreement.

2. All parties agree to operate and maintain said equipment in accordance with the Rules and Regulations of the Federal Communications Commission and the operating procedures established by the State. In the event of any violation by either party of such rules and regulations, or of any other law respecting the operation of said equipment, this Agreement may be terminated at any time.

3. Pursuant to Section 895.4 of the Government Code, and in recognition of the fact that each party is to have actual operating control of its equipment, each party agrees to indemnify, defend, and hold harmless all other parties, their officers, agents and employees from any and all liabilities, claims, or losses of any nature, including attorneys' fees, court costs and all reasonably related legal costs, to the extent caused by, arising out of, or in connection with, the indemnifying party's negligent acts or omissions pursuant to this agreement.

4. The term of this Agreement commences _____, 20__, and shall be concurrent with that of the Federal Communications Commission license to be issued to the State in respect to said equipment subject to termination by either party hereto upon seven days written notice to the other.

5. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, registered and postage prepaid and addressed as follows:

TO: California Highway Patrol
Telecommunications Section
P.O. Box 942898
Sacramento, CA 94298-0001

TO: City of Corning
Attn: Police Department
774 Third Street
Corning, CA 96021

The address to which notices shall be sent may be changed by written notice given by such party to the other. Nothing herein contained shall preclude the giving of any such notice by personal service.

7. It is mutually agreed and understood that no alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

8. Corning must provide a copy of its current Federal Communications Commission license, Form #574-L, for the aforementioned frequency(ies) to the CHP System Coordinator.

9. Corning agrees to maintain its Federal Communications Commission license in good standing for the duration of this Agreement.

10. Corning must provide a copy of the completed DGS TDe-400 form (attached) to the CHP System Coordinator.

AGREEMENT OF PUBLIC SAFETY AGENCY

Federal, State, or Local agencies may participate in the CHP Northern Division Communications Platform provided the department head or designee has signed this Agreement and all required documentation is provided to the State. A designated CHP System Coordinator, for the event and/or incident, shall notify all other participating agencies of any new member agencies.

REVISIONS

This Agreement may be revised or amended at any time by mutual agreement of participating agencies. Any participating agency may terminate their participation by giving written notice to the CHP System Coordinator. A designated CHP System Coordinator for the event and/or incident, shall notify all other participating agencies of the withdrawal.

The _____ agrees to this
ALLIED AGENCY NAME

Memorandum of Understanding and Frequency Use Agreement, and will conform to its policies and procedures.

PRINT DEPARTMENT HEAD NAME TITLE DATE

DEPARTMENT HEAD SIGNATURE

TECHNICAL CONTACT PERSON NAME TELEPHONE E-MAIL

AGENCY 24HR CONTACT PERSON TELEPHONE

AGENCY ADDRESS

ITEM NO.: G-8
ADOPT RESOLUTION NO. 09-27-2011-01
APPROVING A VOLUNTEER FIRE
ASSISTANCE PROGRAM AGREEMENT
BETWEEN THE CITY AND CALFIRE, AND
AUTHORIZE THE CITY MANAGER TO
SIGN THE AGREEMENT.
SEPTEMBER 27, 2011

TO: HONORABLE MAYOR AND COUNCIL

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
MARTIN SPANNAUS, FIRE CHIEF



SUMMARY:

On August 23, 2011 Council authorized the City to enter into a Volunteer Assistance Grant Agreement for the purchase of \$14,930 worth of personal protective equipment, and authorized the appropriation of \$7,465 from the General Fund as the City's matching grant funds.

Grant terms require the adoption of the attached formal Resolution approving a Volunteer Fire Assistance Program Agreement between the City of Corning and the California Department of Forestry and Fire Protection. It also requires authorizing the City Manager to execute the Agreement and any amendments thereto.

BACKGROUND:

In March 2011 Chief Spannaus applied for a Volunteer Fire Assistance Grant to fund the purchase of personal protective equipment for new volunteers. This equipment consists of the coat and trousers that protect our volunteers in structure fire/vehicle incidents in environments up to 800 degrees. The gear has a shelf life of 10 years, however currently our new members are equipped with hand-me-downs that may or may not fit and may be out of compliance with the shelf life.

Because the Corning Volunteer Firefighters' commitment to the Community is long term with little turnover of personnel, we more than receive our money's worth from our commitment to them.

RECOMMENDATION:

MAYOR AND COUNCIL:

- A. ADOPT RESOLUTION NO. 09-27-2011-01 APPROVING AGREEMENT NO. 7FG11042 BETWEEN THE CITY OF CORNING AND THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION; AND
- B. AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT AND ANY AMENDMENTS ON BEHALF OF THE CITY OF CORNING.

RESOLUTION NO.: 9-27-2011-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
APPROVING AGREEMENT NO. 7FG11042 BETWEEN THE CITY OF CORNING
AND THE
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

WHEREAS, the City Council of the City of Corning approves the **California Department of Forestry and Fire Protection Agreement No. 7FG11042** for services from the date of last signatory on page 6 of the Agreement to June 30, 2012 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corning that said Council does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date of page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2011/2012 up to and no more than the amount of **\$7,465**.

BE IT FURTHER RESOLVED that **Stephen J. Kimbrough, City Manager** is hereby authorized to sign and execute said Agreement and any amendments on behalf of the **City of Corning**.

The foregoing Resolution was duly passed and adopted by the **City Council of the City of Corning** at a regular meeting held on this **11th** day of **October, 2011** by the following vote:

AYES:

NAYES:

ABSTAIN:

ABSENT:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I **Lisa M. Linnet**, City Clerk of the **City of Corning**, County of **Tehama**, California do hereby certify that this is a true and correct copy of the original Resolution Number **09-27-2011-01**.

WITNESS MY HAND OR THE SEAL OF THE City of Corning, on this **27th** day of **September, 2011**.

ATTEST:

Lisa M. Linnet, City Clerk, City of Corning

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2011 or LOCAL AGENCY will forfeit the funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 2 OF 6**

7. GRANT AND BUDGET CONTIGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2011-12 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$7465 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2012.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than August 31, 2012 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 3 OF 6**

11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: _____

Attention:

Telephone Number(s):

FAX Number:

E-mail

STATE:

**Department of Forestry and Fire Protection
 Cooperative Fire Programs, Room 1653-2A
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 653-6179
 FAX (916) 653-9708**

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 4 OF 6**

The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE Sacramento Property Office of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE Sacramento Property Office. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE Sacramento Property office will advise the appropriate STATE Unit and LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this Agreement.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 5 OF 6**

- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through August 31, 2012.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
PAGE 6 OF 6**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

Printed Name

Staff Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this Agreement.

**Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this Agreement.

***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$7465	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal		Department of General Services Use Only
	(OPTIONAL USE) Vendor #					
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 11/12		DGS APPROVAL NOT REQUIRED PER SAM 1215
TOTAL AMOUNT ENCUMBERED TO DATE \$7465	OBJECT OF EXPENDITURE (CODE AND TITLE) 11-9214-418.99-92688					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.						
SIGNATURE OF CDF ACCOUNTING OFFICER X			T.B.A. NO.	B.R. NO.		
			DATE			

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER