

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

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

**Tuesday, September 28, 2021  
5:30 P.M**

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

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

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**ROLL CALL**

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

**INVOCATION**

**FLAG SALUTE**

**1. PUBLIC DISCUSSION**

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

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

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

2. **CONSENT CALENDAR (VV)**

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

- 2-A. Approval of minutes of the meeting of the City Council on September 14, 2021.
- 2-B. Authorization to read ordinances and resolutions by title only.
- 2-C. Approve the updated contract with the Recreation Association of Corcoran (RAC).
- 2-D. Consider request from the Corcoran Chamber of Commerce to hold their annual Cotton Festival & Parade Saturday, October 2, 2021 utilizing Whitley Ave, Christmas Tree Park, and J.G Boswell Community Park at the RAC.
- 2-E. Consider request of the Corcoran High School Activities Department to hold their annual Homecoming Parade on Whitley Ave., Friday, October, 1, 2021.

3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated September 28, 2021. *(Ruiz-Nuñez) (VV)*

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

- 7-A. Approve the updated Purchasing Policy. *(Ruiz-Nuñez) (VV)*
- 7-B. Consider Naming a City Building for Former Council Member Raymond Lerma. *(Gatzka) (VV)*
- 7-C. Consider awarding the Base Bid and all Additives for the Construction of Gateway Park to JT2 Inc. *(Faulkner) (VV)*

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Information Items
- 8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
- 8-C. Committee Reports

9. **CLOSED SESSION**

9-A. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR(S)**

With respect to every item of business to be discussed in closed session pursuant to Government Code Section 54956.8:

Property: 1215 Brokaw Ave


Agency negotiator: City Manager

Negotiating parties: \_\_\_\_\_

Under negotiation: Price/Terms

10. **ADJOURNMENT**

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on September 24, 2021.

  
\_\_\_\_\_  
Marlene Spain, City Clerk

**MINUTES  
CORCORAN CITY COUNCIL,  
JOINT POWERS FINANCE AUTHORITY,  
SUCCESSOR AGENCY FOR CORCORAN RDA,  
& HOUSING AUTHORITY REGULAR MEETING**

**Tuesday, September 14, 2021**

The regular session of the Corcoran City Council was called to order by Mayor Nolen, in the City Council Chambers, 1015 Chittenden Avenue, Corcoran, CA at 5:30 P.M.

**ROLL CALL**

Councilmembers present: Greg Ojeda, Pat Nolen, Sidonio Palmerin, Jeanette Zamora-Bragg and Jerry Robertson

Councilmembers absent:

Staff present: Joseph Beery, Joseph Faulkner, Greg Gatzka, Soledad Ruiz-Nuñez, Reuben Shortnacy, Marlene Spain and Kevin Tromborg

Press present: None

**INVOCATION** - Invocation was led by Councilmember Robertson

**FLAG SALUTE** – Flag salute was led by Councilmember Ojeda

1. **PUBLIC DISCUSSION** – None

2. **CONSENT CALENDAR (VV)**

Following Council discussion, a **motion** was made by Zamora-Bragg and seconded by Robertson to approve the Consent Calendar. Motion carried by the following vote:

**AYES:** Nolen, Ojeda, Palmerin, and Zamora-Bragg and Robertson

**NOES:**

**ABSENT:**

**2-A.** Approval of minutes of the meeting of the City Council on August 24, 2021.

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

**2-C.** Approve the Burnham Smith Splash Pad Notice of Completion.

**2-D.** Approval of Resolution No. 3106 declaring Surplus Property.

3. **APPROPRIATIONS (VI)**

Following Council discussion, a **motion** was made by Palmerin and seconded by Ojeda to approve warrant register dated September 14, 2021 and August 24, 2021. Motion carried by the following vote:

**AYES:** Nolen, Ojeda, Palmerin, and Zamora-Bragg and Robertson

**NOES:**

**ABSENT:**

4. **PRESENTATIONS** – None

5. **PUBLIC HEARINGS** – None

6. **WRITTEN COMMUNICATIONS** – None

7. **STAFF REPORTS**

Mayor Nolen requested Item # 7-C be moved.

Jose Garcia, 2250 Whitley Ave, addressed the Council regarding his support in naming the Council Chambers after former Council Member Ray Lerma. Garcia spoke about the impact former Council Member Lerma had in his life.

Mary Gonzalez-Gomez, 1520 Patterson Ave, addressed the Council regarding her support in naming the Council Chambers after former Council Member Ray Lerma. Gonzalez-Gomez spoke about Lerma's accomplishments.

Oralia Vallejo, with Kings County Tobacco Prevention Program addressed the Council regarding her support in naming the Council Chambers after former Council Member Ray Lerma.

Maggie Arellano, 805 Patterson Ave, addressed the Council and read a letter in support of naming the Council Chambers after former Council Member Ray Lerma.

Marlene Robicheaux, 2070 Franklin Way, Hanford Ca, addressed the Council regarding her support in naming the Council Chambers after former Council Member Ray Lerma. Robincheaux spoke about Lerma's time as a member of the Citizen Advisory Committee at Corcoran State Prison.

Jesus Garcia, 711 S. Linda Vista St, Visalia Ca, addressed the Council in agreement with the other community members in naming the Council Chambers after former Council Member Ray Lerma.

- 7-C. Following Council discussion a **motion** was made by Palmerin seconded by Ojeda to bring back the discussion and finalize the naming of a City owned building after former City Council Member Raymond Lerma. Motion carried by the following vote:

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

- 7-A. Following Council discussion a **motion** was made by Robertson and seconded by Ojeda to authorize the purchase of a PAX Residual Control System from Process Solution Inc. Motion carried by the following vote:

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

- 7-B. Following Council discussion a **motion** was made by Robertson and seconded by Zamora-Bragg to authorize the release of a Request for Qualifications for Energy Conservation and Energy Efficiency Services. Motion carried by the following vote:

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

8. **MATTERS FOR MAYOR AND COUNCIL**

- 8-A. Council received information items.  
8-B. Staff received referral items.  
8-C. Committee reports.

**CLOSED SESSION**

The City Council convened in closed session at 7:01 p.m.

- 9A. **THREAT TO PUBLIC SERVICES OR FACILITIES** (Government Code § 54957(a)). Consultation with City Manager, Chief of Police and Deputy Chief specify name of law enforcement agency and title of officer, or name of applicable agency representative and title).

The regular meeting was reconvened at 7:25 p.m. The Mayor reported that on Item 9-A, Mayor made a motion and was seconded by Vice-Mayor Zamora Bragg and by a unanimous vote thereafter, City Manager received authorization to utilize budgeted funds to abate the apparent threats to the Corcoran Police Department.

**ADJOURNMENT**

**7:27 P.M.**

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Patricia Nolen, Mayor

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Marlene Spain, City Clerk

**APPROVED DATE:** \_\_\_\_\_

City of

# CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

## CONSENT CALENDAR

ITEM #: 2 C

### MEMORANDUM

**TO:** City Council

**FROM:** Soledad Ruiz-Nuñez, Finance Director

**DATE:** September 20, 2021      **MEETING DATE:** September 28, 2021

**SUBJECT:** Contract with the Recreation Association of Corcoran (RAC)

**Recommendation:**

Approve the new contract with the RAC.

**Discussion:**

The RAC and the City have agreed to a five year contract. The RAC will continue to operate the Pool and the City will compensate the RAC \$86,000 annually each year during the contract. The City will continue to pay the maintenance associated with the pool per the contract.

**Budget Impact:**

The current budget reflects the contract and maintenance cost.



## CORCORAN COMMUNITY POOL SERVICE AGREEMENT

This Agreement is made and effective as of July 1, 2021 between the CITY OF CORCORAN, located in Kings County, California, herein referred to as “CITY” and the RECREATION ASSOCIATION OF CORCORAN, INC, a corporation organized under the laws of the State of California, having its principal offices at 900 Dairy Avenue, Corcoran, California 93212, herein referred to as “RAC” This agreement replaces the prior agreement between the CITY and the RAC dated December 1, 2016.

### RECITALS

1. CITY desires the RAC to undertake and provide certain community Pool management and maintenance services as more particularly set forth and described in this Agreement.
2. RAC desires to undertake and provide the aforementioned services for the consideration hereinafter described.

### SPECIFIC TERMS

For the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable considerations, receipt of which is acknowledged, the parties agree as follows:

3. During the period of this Agreement, and any renewal hereof, RAC shall provide pool management services, hereafter referred to as “**Pool Management Services**” for the Corcoran Community Pool, hereafter referred to as “**Pool**”, located at 900 Dairy Avenue, Corcoran California commonly called the Corcoran RAC Pool, as set forth in **EXHIBIT A**.
4. The initial term of this Agreement shall be from the effective date specified above and ending at 11:59:59 P.M. on **June 30, 2026**. The term of this Agreement shall be automatically renewed for additional one year periods, unless either party notifies the other in writing of its intention not to renew at least ninety (90) days prior to the end of each term or renewal of such term.
5. As for consideration in providing the services herein described, the parties hereby agree as follows:
6. Pool Budget Agreement. Upon the City request, the RAC shall provide a report showing expenses for the previous RAC fiscal year (July 1 through June 30)

with a projected budget for the Pool Management Services for the next fiscal year.

7. If CITY and RAC cannot agree, as perfected by a mutually signed memo, then this Agreement shall be terminated two (2) weeks from the date of the memo, and CITY shall immediately pay RAC for all Pool Management Expenses accrued in the current RAC fiscal year to date.

8. Swimming Pool Gate Revenue: RAC must collect from all recreational swimmers a fee which is set by the RAC and approved by CITY in writing.

9. Payment to the RAC: In consideration of the services to be provided by the RAC to the CITY, the CITY shall pay the RAC in accordance with the following provisions:

July 1, 2021 to June 30, 2022	\$86,000
July 1, 2022 to June 30, 2023	\$86,000
July 1, 2023 to June 30, 2024	\$86,000
July 1, 2024 to June 30, 2025	\$86,000
July 1, 2025 to June 30, 2026	\$86,000

A. CITY payment to the RAC shall be based upon the agreed annual amount

B. The RAC shall invoice the CITY on a quarterly basis.

C. The City shall remit payment to the RAC following the receipt of the invoice with the City normal check run.

10. Cash Flow: RAC shall invoice CITY four (4) times, September, December, March, and June. CITY shall pay the RAC upon receipt of the invoice.

11. All fees charged by the RAC for any Pool service provided herein including the Y-Gate fee, must first be approved by the CITY.

12. Use of all buildings, swimming Pool and all other municipal facilities and municipal improvements located within the boundaries of any municipal park in the CITY shall be limited solely to that of recreation activities unless written permission is first obtained from the CITY.

13. These facilities shall not be used in any manner prohibited by law nor in any manner which would result in cancellation or loss of insurance coverage.

14. The grounds and facilities of said premises must be maintained as specifically set forth in **EXHIBIT A**.
15. CITY agrees that it will furnish and supply to RAC water for use at the Pool herein described and shall further provide without charge the customary refuse and sewer disposal services for reasonably required use by RAC at the Pool.
16. **INSURANCE:** RAC shall secure and maintain throughout the term of this agreement, or extensions thereof, all insurance in the minimum amounts, endorsements and conditions as set forth for contractors within **EXHIBIT B**. All of said insurance shall be primary.
17. **SELF-INSURANCE:** The RAC acknowledges and agrees that the CITY is a self-insured public entity, and waives any requirement that the CITY procure and/or maintain third-party insurance of any kind, including liability and/or fire/extended coverage insurance. During the term of this Agreement, the CITY must maintain and be able to provide proof of self-insurance as primary insurance coverage, the premises and any improvements upon which the Pool facilities are located.
18. **INDEMNIFICATION BY RAC:** To the fullest extent permitted by law, RAC will hold harmless, defend and indemnify the CITY and its officers, agents, volunteers, contractors and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, the death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to employees of RAC, or under other applicable statute or ordinance; or resulting from RAC's or RAC's agents', employees', or contractors,' negligent or intentionally wrongful acts or omissions with respect to the operation of the Pool facilities and RAC's obligations under this Agreement. RAC's obligation hereunder will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this Agreement, or any renewal period.
19. **INDEMNIFICATION BY CITY:** The CITY shall indemnify RAC and its agents against all claims, demands, costs, attorney fees, and liability of every nature arising from injury to person or property or the economic interests of any party proximately resulting from CITY's gross negligence or intentional torts during the course of its performance or wrongful failure to performance its obligations under this Agreement.

20. The parties agree to make appropriate amendments from time to time, to comply with any state or federal legislation or rules and regulations issued by State or Federal Agencies, if such amendments are required, provided, however, that in the event the changes required or legislation, or the rules and regulations, materially change the Agreement may be terminated at the option of either party and the procedure thereof set forth in **Paragraph 13** and **Paragraph 14** shall be followed.
21. Should RAC fail in any respect to comply with the terms of this Agreement and should CITY notify RAC in writing of the matters in regard to which default is asserted and should RAC fail to cure such default within (30) days then CITY may immediately cancel the Agreement at any time thereafter by giving written notice to RAC of such election to terminate. It is expressly agreed that RAC shall in no event be liable for damages and that the sole remedy of CITY for any default of RAC shall be to terminate this Agreement in the manner provided above; provided that this paragraph shall not relieve RAC from liability for any act for which it is directly responsible in damages or relieve RAC of liability to CITY for which it is directly responsible in damages or relieve RAC of liability to CITY under the provisions of **Paragraph 10** of this Agreement.
22. Should CITY fail in any respect to comply with the terms of this Agreement and should RAC notify CITY in writing of the matters in regard to which default is asserted and should CITY fail to cure such default within (30) days then RAC may cancel the Agreement at any time thereafter by giving written notice to CITY of such election to terminate. It is expressly agreed that CITY shall in no event be liable for damages and that the sole remedy of RAC for any default of CITY shall be to terminate this Agreement in the manner provided above.
23. In the event of termination of the Agreement, RAC shall remove its personnel and personal property from the facility. Following such termination, RAC shall, within thirty (30) days, remit to CITY all cash assets which have been created by use of the facility from all receipts, fees, deposits and other monies by reason of the services that were to be rendered under this Agreement. Such transferred assets shall be used in the further development and preservation of the facility.
- A. On termination of this Agreement for any reason, all improvements on facility property will be turned over to CITY and become property of CITY.
- B. Termination of this Agreement does not relinquish CITY's obligation to pay for all herein contracted debts.

24. The RAC agrees to manage the Corcoran Community Pool in accordance with all applicable codes and safety regulations including but not limited to the Corcoran Municipal Code.
25. All use, maintenance and improvements other than that required to repair existing equipment shall be performed only after obtaining CITY approval. Any use or work that may damage CITY property shall be pre-approved by the CITY Public Works Director.
26. The RAC shall provide the CITY's City Manager with program information during the contract period upon request and year-end financial and program participation reports in such detail as agreed upon by the CITY Manager and the RAC director.

#### GENERAL TERMS

27. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, CITY is relying on the personal skill, expertise, training and experience of RAC and RAC's employees and no part of this Agreement may be assigned or subcontracted by RAC without the prior written consent of CITY.
28. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
29. RAC shall not discriminate against any employee or applicant for employment, because of race, color, creed, sex, age, religion or national origin.
30. ASSURANCES OF NON-DISCRIMINATION: RAC and its employees shall not discriminate against any person because of race, religion, color, ancestry, sex, national origin or any other legally protected status, by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall RAC or its employees publicize the facilities provided hereunder in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, religion, color, ancestry, national origin or membership in any other class protected by any state or federal law or regulation.
31. COMPLIANCE WITH LAWS: RAC shall provide services in accordance with all applicable federal, state and local laws, regulations and directives. With respect to RAC's employees, RAC shall comply with all laws and regulations

pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

32. ATTORNEYS' FEES: In the event there shall be any default by either party in the performance of any of the terms or provisions of this agreement, and it becomes necessary to file suit because of said default, then in addition to any other damages or relief, the court shall award the prevailing party reasonable attorney fees for prosecuting or defending the action, as the case may be.

33. INDEPENDENT CONTRACTOR STATUS:

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

RAC agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of CITY. Subject to any performance criteria contained in this Agreement, RAC shall be solely responsible for determining the means and methods of performing the specified services and CITY shall have no right to control or exercise any supervision over RAC as to how the services will be performed. As RAC is not CITY's employee, RAC is responsible for paying all required state and federal taxes. In particular, CITY will not:

- i. Withhold FICA (Social Security) from RAC's payments.
- ii. Make state or federal unemployment insurance contributions on RAC's behalf.
- iii. Withhold state or federal income tax from payments to RAC.
- iv. Make disability insurance contributions on behalf of RAC.
- v. Obtain unemployment compensation insurance on behalf of RAC.
- vi. Make any contribution to any retirement plan for RAC or RAC's employees, including without limitation contributions to CalPERS.
- vii. Provide any other employment benefits to RAC or RAC's

employees, including without limitation medical, dental, vision or other similar health insurance.

Notwithstanding this independent contractor relationship, CITY shall have the right to monitor and evaluate the performance of RAC to assure compliance with this Agreement.

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

35. NOTICES:

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

**CITY:**

City Manager  
**CITY OF CORCORAN**  
832 Whitley Avenue  
Corcoran, CA 93212  
559-992-2348 – Fax

**With A Copy To:**

Michael L. Farley, City Attorney  
**FARLEY LAW FIRM**  
108 West Center Avenue  
Visalia, California 93291  
559-738-5975  
559-732-2305 – Fax

**CONTRACTOR:**

**Phone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

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

36. **DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.
37. **FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
38. **CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
39. **HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
40. **NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any enforceable legal or equitable benefit, right or remedy.
41. **WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
42. **EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
43. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the





## EXHIBIT A

The Corcoran Community Pool also described as the Corcoran Aquatics Center includes all the items inside the pool perimeter fence plus the restrooms and the chemical loading area attached to the Pool building outside the fence at the Corcoran RAC located at 900 Dairy Avenue, Corcoran, California.

### **1. The RAC shall be responsible for :**

#### **A. Pool**

1. Keeping decks, common areas and restrooms cleaned and safe during normal operating hours
2. Keeping shower and restroom areas clean and maintained including but not limited to:
  - a. Daily maintenance and janitorial services will be provided as needed.
  - b. All areas will be maintained in accordance with State Health Department regulations.
3. Providing sufficient Certified Lifeguards (Red Cross Certification is the minimum certification which will be accepted) to safely monitor entire Pool recreational area to ensure the safe operation of the facility in accordance with accepted industry wide standards for a similar facility.
  - a. RAC shall gather, authenticate, and have on file for review proof of current / valid lifeguard certification and photo identification of all lifeguards and supervisors.
4. Maintaining a clear no-swimming area around the diving area of the Pool separated from the swimming area of the Pool in accordance with accepted industry wide practices.
5. Operating the diving and slide facilities in a safe manner consistent with the industry standards associated with the operations of a facility of this type. A water slide needs to be registered with Cal/OSHA Amusement Ride and Tramway Unit and follow their guidelines for operations.
6. Maintaining accurate daily pH and chlorine test logs and records for the entire pool season, including preparation and filing of all legally mandated records and reports of any kind required by the State, Health Department and any other regulatory agency.
7. Pool water maintenance including regular and sufficient pool sweeping, vacuuming, cleaning, testing, balancing and setting proper chemical levels, including but not limited to pH adjustment and disinfectant levels and other standard items relating to proper maintenance of water of a public swimming pool of this type in accordance with industry

standards. This includes appropriate seasonal adjustments which must be made.

8. Timely notifications to CITY and/or pool service provider whenever assistance is needed with pool water and chemical adjustments in order to avoid and reduce Pool down times.
9. Pool Slide maintenance and repair including but not limited to the steel structure, the stairs, the fiberglass slide, the associated pumping water conveyance units. The RAC shall not be responsible for this whenever sufficient community contributions are not received but the RAC must use its best efforts to inform the consuming community whenever such resources are needed to carryout necessary maintenance. The RAC must, in advance, coordinate its community resource outreach efforts with the City whenever there are repairs necessitating community resource contributions.
10. Miscellaneous Pool equipment maintenance and repair including but not limited to ropes, pool covers, safety equipment and other items normally associated with the recreational use of a public pool of this type.
11. Conducting life guard certification training sessions at the Pool utilizing a qualified life guard instructor and conducting all required post-certification in service training sessions necessary for maintaining life guard certification in good standing.
12. Designating a Director of Maintenance & Operations or designee who has completed training and obtained certification as a Certified Pool Operator from the National Swimming Pool Foundation.

#### B. Restrooms

1. Keeping all Pool restrooms both inside the Pool area and those attached to the outside of the Pool building clean and maintained in good working order consistent with industry standards and both County and State Safety Standards associated with the operations of a facility of this type.
2. RAC must notify the CITY of whenever repairs are needed in order to maintain the restrooms in a safe and sanitary condition and in accordance with industry standards.

#### C. Programs

1. The RAC determines the schedule for recreational swimming for the public from at least June 10<sup>th</sup> to August 20<sup>th</sup>, or later, operating seven

days per week with a minimum of 40 hours per week and operating on all holidays in that period.

2. RAC shall provide an adult (18 years of age or older) lap swim program open to the public.
3. The RAC shall be responsible for coordinating the use of the Pool facilities by of the Corcoran High School swim program and the Corcoran Blue Dolphins competitive swim team program. The RAC must ensure that certified life guards are used and must provide certified guards whenever needed. The RAC should be familiar with each program's regular Facility Use Agreement with the CITY and must ensure that all requirements therein are being followed by both programs. The RAC must ensure that the Pool facility is maintained and ready for use by program participants, including sweeping, cleaning, restroom supplies, the Pool covers are being utilized properly, extra equipment and preparations needed for swim-meets and timed trials.

## **2. The CITY shall be responsible for:**

### **A. Pool Fence**

1. Repairing and maintaining the Pool fence, including the perimeter and internal fencing. All vandalism not covered by insurance will also be the responsibility of the CITY.

### **B. Pool**

1. Providing utilities including water, power, gas (gas required for the Pool heater is not included and will not be paid for by the CITY) and sewer.
2. Painting of the restrooms located on the outside of the Pool building.
3. Maintenance and repair of all Pool mechanical equipment including but not limited to pumps, chlorinators, filters, tanks, pipelines etc.
4. Maintenance and repair of the Pool structure including but not limited to the deck, plaster, tile and hardware standard with the maintenance of a public pool of this type.
5. Diving Board Maintenance and Repair.

### **C. Pool Lights**

1. Maintain and repair all Pool and deck lights.

## **3. Miscellaneous Provisions**

- A. No equipment shall be loaned or removed from the premises of the Pool without prior approval of the City Manager or City Public Works Director.
- B. During an emergency, RAC must take immediate steps to protect persons, property and the premises. In the event that any condition(s) existing on the premises poses an imminent risk of danger to persons, property or the premises, RAC shall take reasonable steps to notify persons at risk, require patrons to leave the premises if necessary to avoid personal injury and notify CITY (Public Works Director).
- C. As the daily on-site Pool operator who is responsible for maintaining compliance with all applicable regulations and operational requirements and ensuring the safety of Pool patrons, the RAC must promptly notify the CITY in writing of needed repairs and maintenance for which the CITY is responsible under section 2 of this **EXHIBIT**.
- D. In the event that any condition or circumstance arises and becomes known to the RAC which will require the immediate closure of the Pool, the RAC may take immediate action to correct the same at its own expense or, if the expense of the correction does not exceed \$500.00 and is the responsibility of the CITY, then the RAC may proceed with the correction and obtain reimbursement from the CITY provided that the RAC informs the CITY of the same at the earliest time reasonably possible and provides supporting documentation for the expenses incurred.

**EXHIBIT B**  
(Insurance Requirements)

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance of the Agreement by the CONTRACTOR, its agents, representatives, employees or subcontractors, if applicable.

**A. Minimum Scope & Limits of Insurance**

1. Coverage at least as broad as Commercial General Liability Insurance of two million dollars (\$2,000,000) combined single limit per occurrence. If the annual aggregate applies it must be no less than four million dollars (\$4,000,000).
2. Comprehensive Automobile Liability Insurance (if applicable) of one million dollars (\$1,000,000) per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law.
4. Professional Errors and Omissions Insurance (if applicable) of two million dollars (\$2,000,000) unless expressly waived by City's Risk Manager.
5. Work and Materials Insurance (if applicable).
  - a. For up to twenty-five thousand dollars (\$25,000) for any loss on contracts for remodeling, renovation, alterations or maintenance of existing buildings.
  - b. For 100% of the contract value for all bridge construction and new construction up to two hundred thousand dollars (\$250,000). See City Manager for construction over \$250,000.

**B. Specific Provisions of the Certificate**

1. The Certificate of Insurance for General Liability, Comprehensive Automobile Liability Insurance and Professional Errors and Omissions Insurance must meet the following requirements:
  - a. Name the CITY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
  - b. State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by CITY shall be excess.

c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

2. The Certificate of Insurance for Workers Compensation, must include the following form of waiver of subrogation:

a. Waiver of Subrogation: “[CONTRACTOR] waives all rights against the CITY and its agents, officers, and employees for recovery of damages to the extent such damages are covered by the workers’ compensation and employer’s liability insurance.”

#### C. Deductibles and Self-Insured Retentions

The CITY’s City Manager must approve in writing any deductible or self-insured retention that exceeds one hundred thousand dollars (\$100,000).

#### D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California, any waiver of these standards are subject to approval by the CITY or its City Manager or designee.

#### E. Verification of Coverage

Prior to approval of the agreement for this Project by the CITY, the CONTRACTOR shall file with the City Clerk, certificates of insurance with original endorsements effecting coverage in a form acceptable to the CITY. The CITY reserves the right to require certified copies of all required insurance policies at any time.

City of

# CORCORAN

FOUNDED 1914

Public Works Department

**CONSENT CALENDAR  
ITEM #: 2-D**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Joseph Faulkner, Public Works Director

**DATE:** September 23, 2021      **MEETING DATE:** September 28, 2021

**SUBJECT:** Consider request from the Corcoran Chamber of Commerce to hold their annual Cotton Festival & Parade Saturday, October 2, 2021 utilizing Whitley Ave, Christmas Tree Park, and J.G. Boswell Community Park at the RAC.

**Recommendation:**

Move to approve request contingent upon the receipt of a Certificate of Liability Insurance naming the City of Corcoran as an additional insured, Bingo Permit (issued by City), and any alcohol permits required.

**Discussion:**

Staff received an application from Corcoran Chamber of Commerce requesting to hold their event on October 2, 2021 This is an annual event.

Clean up is on-going through out the day, under the direction of the Chamber of Commerce.

The City, Public Works Department, will set out barricades and cones the Friday prior to the event, and the Chamber of Commerce and their volunteers will set them up on Saturday morning and take them down Saturday evening. Public Works will pick up all barricades and cones on Monday.

Security is provided by the Corcoran Police Department.

Police, Fire and Ambulance to be notified of temporary street closure.

**Budget Impact:**

None.



City of  
**CORCORAN**

FOUNDED 1914

Public Works Department

**CONSENT CALENDAR  
ITEM #: 2-E**

**MEMO**

**TO:** Corcoran City Council

**FROM:** Joseph Faulkner, Public Works Director

**DATE:** September 23, 2021      **MEETING DATE:** September 28, 2021

**SUBJECT:** Consider request of the Corcoran High School Activities Department to hold their annual Homecoming Parade on Whitley Ave., Friday, October 1, 2021.

**Recommendation:**

Move to approve request. This is an annual event.

**Discussion:**

Staff received an application for a parade from Corcoran High School Activities Department requesting to hold their event on October 1, 2021. A certificate of liability was also included. This is an annual event and includes students and adults walking and student class floats.

Parade will begin at Josephine & Whitley Ave, and proceed east to Chase Ave.

Barricades for this event are not needed.

Security is provided by the Corcoran Police Department.

Police, Fire and Ambulance to be notified of activity on Whitley Ave. (temporary street closure)

**Budget Impact:**

None.

City of

# CORCORAN

FOUNDED 1914

A MUNICIPAL CORPORATION

STAFF REPORT

ITEM #: 3

## MEMORANDUM

**TO:** City Council

**FROM:** Soledad Ruiz-Nunez, Finance Director

**DATE:** September 28, 2021

**MEETING DATE:** September 28, 2021

**SUBJECT:** Warrant Register

### **Recommendation:**

Consider approval of the warrant register(s).

### **Discussion:**

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

### **Budget Impact:**

The warrant register includes expenses approved in the Fiscal Year 2021/2022 Budget and may include items which will be addressed through Budget Amendments.

### **Attachments:**

- Warrant Register #1 for warrant request date: 09/14/2021 FY21
- Warrant Register #2 for warrant request date: 09/14/2021 FY21
- Warrant Register #3 for warrant request date: 09/14/2021 FY22
- Warrant Register #3 for warrant request date: 09/28/2021 FY21
- Warrant Register #3 for warrant request date: 09/28/2021 FY22

#1

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
 Printed: 09/10/2021 - 2:01PM  
 Warrant Request Date: 9/14/2021  
 DAC Fund:

Batch: 00512.09.2021 - Wrnt Rgstr 9/14/21 FY2021

Line	Claimant	Amount	
1	Self Help Enterprises	17,049.70	
			Page Total: \$17,049.70
			Grand Total: \$17,049.70

Page Total: \$17,049.70

# Accounts Payable

## Voucher Approval List

User: spineda  
Printed: 09/10/2021 - 2:02PM  
Batch: 00512.09.2021 - Wrnt Rgstr 9/14/21 FY2021



Warrant Date	Vendor	Description	Account Number	Amoun
9/14/2021	Self Help Enterprises	CV-1 APRIL 2021 INVOICE	276-551-300-200	8,084.71
9/14/2021	Self Help Enterprises	CV-1 APRIL 2021 INVOICE	276-551-300-210	1,225.62
9/14/2021	Self Help Enterprises	CV-1 MAY 2021 INVOICE	276-551-300-200	2,405.66
9/14/2021	Self Help Enterprises	CV-1 MAY 2021 INVOICE	276-551-300-210	428.23
9/14/2021	Self Help Enterprises	CV-1 JUNE 2021 INVOICE	276-551-300-200	4,180.73
9/14/2021	Self Help Enterprises	CV-1 JUNE 2021 INVOICE	276-551-300-210	724.75
<b>Warrant Total:</b>				<b>17,049.70</b>

#2.

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 09/13/2021 - 11:13AM  
Warrant Request Date: 9/14/2021  
DAC Fund:

Batch: 00514.09.2021 - Wrnt Rgstr 9/14/21 FY2021

Line	Claimant	Amount
1	State Controller's Office	14.99

Page Total: \$14.99

Grand Total: \$14.99

Page Total: \$14.99

# Accounts Payable

## Voucher Approval List



User: spineda  
Printed: 09/13/2021 - 11:15AM  
Batch: 00514.09.2021 - Wmt Rgstr 9/14/21 FY2021

Warrant Date	Vendor	Description	Account Number	Amount
9/14/2021	State Controller's Office	STATE CONTROLLERS 2020 OFFSET PROGRAM	104-405-300-200	14.99
<b>Warrant Total:</b>				<b>14.99</b>

#3



# Accounts Payable

## Blanket Voucher Approval Document

User: spineda  
Printed: 09/13/2021 - 10:59AM  
Warrant Request Date: 9/14/2021  
DAC Fund:

Batch: 00513.09.2021 - Wrmt Rgstr 9/14/21 FY2022

Line	Claimant	Amount
1	Caves & Associates	525.00
2	Frontier Communications	46.25
3	Frontier Communications	197.18
4	Frontier Communications	286.73
5	Gary V. Burrows Inc.	3,158.25
6	Jose Figueroa	153.63
7	Kings Waste & Recycling	41,226.16
8	Office Depot	1,259.06
9	PG&E	10.41
10	PG&E	225.84
11	PG&E	9.85
12	PG&E	483.71
13	PG&E	983.83
14	PG&E	9.94
15	PG&E	4,713.45
16	PG&E	47.54
17	PG&E	5,270.20
18	PG&E	36.02
19	Sherwin Williams Co	343.14
20	Springbrook Holding Company LLC	1,623.00
21	The Gas Company	20.50
22	The Gas Company	14.30
23	The Gas Company	15.85
24	The Gas Company	22.07
25	The Gas Company	14.30
26	The Printer	308.51
27	Tule Trash Company	3,694.20
<b>Page Total:</b>		<b>\$64,698.92</b>
<b>Grand Total:</b>		<b>\$64,698.92</b>

Page Total: \$64,698.92

# Accounts Payable

## Voucher Approval List

User: spineda  
 Printed: 09/13/2021 - 11:01AM  
 Batch: 00513.09.2021 - Wrnt Rgstr 9/14/21 FY2022



Warrant Date	Vendor	Description	Account Number	Amount
9/14/2021	Caves & Associates	NEGOTIATIONS SEPT 2021	104-402-300-200	525.00
9/14/2021	Frontier Communications	ACCT#55999210200731195	104-421-300-220	197.18
9/14/2021	Frontier Communications	ACCT#30914815380301985	136-415-300-220	46.25
9/14/2021	Frontier Communications	ACCT#55999241850629065	105-437-300-220	286.73
9/14/2021	Gary V. Burrows Inc.	FUEL STATEMENT	104-421-300-250	2,085.51
9/14/2021	Gary V. Burrows Inc.	FUEL STATEMENT	104-431-300-250	182.21
9/14/2021	Gary V. Burrows Inc.	FUEL STATEMENT	104-433-300-250	290.36
9/14/2021	Gary V. Burrows Inc.	FUEL STATEMENT	109-434-300-250	596.10
9/14/2021	Gary V. Burrows Inc.	FUEL STATEMENT	120-435-300-250	4.07
9/14/2021	Jose Figueroa	HOUSING LOAN PAYOFF AMT OVERPAID	177-448-365-099	153.63
9/14/2021	Kings Waste & Recycling	GREEN WASTE 200.44 UNITS/TONS	112-436-300-192	8,017.60
9/14/2021	Kings Waste & Recycling	BLUE CANS 71.75 UNITS/TONS	112-436-300-192	2,870.00
9/14/2021	Kings Waste & Recycling	MISC COMM 527.82 UNITS/TONS	112-436-300-192	30,338.56
9/14/2021	Office Depot	OFFICE SUPPLIES/TONER	104-406-300-210	480.91
9/14/2021	Office Depot	OFFICE SUPPLIES	104-432-300-210	56.20
9/14/2021	Office Depot	OFFICE SUPPLIES	104-432-300-210	72.28
9/14/2021	Office Depot	OFFICE SUPPLIES/TONER	104-406-300-210	386.30
9/14/2021	Office Depot	OFFICE SUPPLIES	104-432-300-210	189.35
9/14/2021	Office Depot	OFFICE SUPPLIES	104-432-300-210	5.03
9/14/2021	Office Depot	OFFICE SUPPLIES	104-432-300-210	68.99
9/14/2021	PG&E	ACCT#5304135173-4	111-602-300-200	257.12
9/14/2021	PG&E	ACCT#5304135173-4	111-601-300-240	74.36
9/14/2021	PG&E	ACCT#5304135173-4	111-603-300-240	10.47
9/14/2021	PG&E	ACCT#5304135173-4	111-604-300-240	102.08
9/14/2021	PG&E	ACCT#5304135173-4	104-412-300-240	11.34
9/14/2021	PG&E	ACCT#5304135173-4	109-434-300-240	4,736.62
9/14/2021	PG&E	ACCT#5304135173-4	111-605-300-200	78.21
9/14/2021	PG&E	ACCT#94172356415	301-430-300-316	9.94
9/14/2021	PG&E	ACCT#84659647279	301-430-300-316	9.85
9/14/2021	PG&E	ACCT#13015938064	104-432-300-240	4,713.45
9/14/2021	PG&E	ACCT#33572501733	104-432-300-240	483.71
9/14/2021	PG&E	ACCT#87964881111	301-430-300-316	10.41
9/14/2021	PG&E	ACCT#27777837660	105-437-300-240	983.83
9/14/2021	PG&E	ACCT#02640094583	301-430-300-316	225.84



9/14/2021	PG&E	ACCT#86707342837	301-430-300-316	36.02
9/14/2021	PG&E	ACCT#10561736330	301-430-300-316	47.54
9/14/2021	Sherwin Williams Co	CALOES FY 16-17: PURCHASE OF PAINT FOR DEPOT EXTERIC	145-410-300-145	343.14
9/14/2021	Springbrook Holding Company LLC	AUG ONLINE PAYMENT	105-437-300-200	811.50
9/14/2021	Springbrook Holding Company LLC	AUG ONLINE PAYMENT	112-436-300-200	405.75
9/14/2021	Springbrook Holding Company LLC	AUG ONLINE PAYMENT	120-435-300-200	243.45
9/14/2021	Springbrook Holding Company LLC	AUG ONLINE PAYMENT	121-439-300-200	162.30
9/14/2021	The Gas Company	ACCT#05463252576	104-432-300-242	20.50
9/14/2021	The Gas Company	ACCT#11484795064	138-413-300-200	14.30
9/14/2021	The Gas Company	ACCT#06301527005	120-435-300-242	15.85
9/14/2021	The Gas Company	ACCT#00888349024	145-410-300-242	22.07
9/14/2021	The Gas Company	ACCT#12602978541	104-432-300-242	14.30
9/14/2021	The Printer	REQUEST FORMS FOR SERVICE	104-405-300-155	308.51
9/14/2021	Tule Trash Company	DUMP FEE PRISON 1	112-436-300-192	1,059.80
9/14/2021	Tule Trash Company	PULL FEE PRISON 1	112-436-300-200	194.54
9/14/2021	Tule Trash Company	DUMP FEE PRISON 2	112-436-300-192	599.46
9/14/2021	Tule Trash Company	PULL FEE PRISON 2	112-436-300-200	1,840.40

**Warrant Total: 64,698.92**

#4

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 09/21/2021 - 10:13AM  
Warrant Request Date: 9/20/2021  
DAC Fund:

Batch: 00522.09.2021 - Wrnt Rgstr 9/28/21 FY2021

Line	Claimant	Amount
1	Cannon Financial Services, Inc.	346.90

Page Total: \$346.90

Grand Total: \$346.90

Page Total: \$346.90

# Accounts Payable

## Voucher Approval List



User: spineda  
Printed: 09/21/2021 - 10:14AM  
Batch: 00522.09.2021 - Wmt Rgstr 9/28/21 FY2021

Warrant Date	Vendor	Description	Account Number	Amount
9/20/2021	Cannon Financial Services, Inc.	MAY TO JUNE 2021 B/W USAGE	104-421-300-180	71.02
9/20/2021	Cannon Financial Services, Inc.	MAY TO JUNE 2021 COLOR USAGE	104-421-300-180	275.88
<b>Warrant Total:</b>				<b>346.90</b>

#5

# Accounts Payable

## Blanket Voucher Approval Document



User: spineda  
Printed: 09/21/2021 - 10:04AM  
Warrant Request Date: 9/20/2021  
DAC Fund:

Batch: 00502.09.2021 - Wrnt Rgstr 9/28/21 FY2022

Line	Claimant	Amount
1	American Office Solutions, LLC	255.52
2	American Office Solutions, LLC	1,084.79
3	American Office Solutions, LLC	1,734.75
4	American Office Solutions, LLC	2,351.80
5	Badger Meter	2,119.19
6	Best Deal Food Co Inc.	67.37
7	Bryson's Hometown Smog	248.75
8	Burlingame Engineers, Inc.	1,243.65
9	Business Card- Bank of America Credit Cards	20,976.92
10	C & H Fence & Patio, Inc.	4,025.00
11	California Surveying Draft Supply	1,749.00
12	Cannon Financial Services, Inc.	558.42
13	CFM-SF Inc.	947.96
14	Chemical Waste Management Inc	465.00
15	City of Avenal	4,344.00
16	City of Corcoran	439.24
17	City of Corcoran	178.13
18	College of the Sequoias	154.00
19	Cooks Communications	1,468.68
20	Corcoran Heating & Air	170.00
21	Corcoran Publishing Company	72.00
22	CSULB Foundation	373.00
23	Daniel Modesto	150.00
24	Dept of Justice	627.00
25	Direct Distributing, Inc.	277.00
26	El Rico GSA	8,750.00
27	Farley Law Firm	6,064.44
28	Frontier Communications	176.55
29	Gonzalez Lawn Service	140.00
30	Grainger Inc	96.79
31	Hinderliter, deLlames & Assoc	1,050.00
32	HUB International	757.92
33	Jocelyn Bonilla	110.00
34	John Harris	248.00
35	KRC Safety Co. Inc.	2,320.69
36	LexisNexis Risk Data Management, Inc.	150.00
37	Linde Inc.	92.01
38	Matson Alarm Co. Inc.	120.50
39	Nacho's Automotive	199.00
40	Pedro Castro	156.00
41	PG&E	240,411.68
42	Pizza Factory	34.09
43	Price, Paige & Company	700.00
44	Prudential Overall Supply	327.04
45	Quadient	1,100.00
46	Radius Tire Co.	636.25

47	Safety-Kleen Systems, Inc	168.88
48	Sawtelle & Rosprim Hardware, Inc.	713.66
49	Sawtelle Rosprim Machine Shop	810.36
50	Shyam Bhaskar, MD	120.00
51	Smithfield	200.00
52	Sun Ridge Systems, Inc	12,600.00
53	Superior Electric Works Inc.	8,635.47
54	Superior Soil Supplements	433.00
55	The Gas Company	36.52
56	The Gas Company	83.05
57	The Gas Company	20.99
58	The Gas Company	42.72
59	The Lawnmower Man	41.93
60	The Radar Shop	146.00
61	Trans Union LLC	55.00
62	TSA Consulting Group, Inc.	50.00
63	Tule Trash Company	96,064.62
64	UNIFIRST Corporation	1,476.99
65	Verizon Wireless	418.11
66	Verizon Wireless	860.96
67	W3i Engineering	1,922.50
68	Wells Fargo Bank, N.A.	337.26
69	Will Tiesiera Ford-Mercury	94.00
	<b>Page Total:</b>	<b>\$125,332.02</b>
	<b>Grand Total:</b>	<b>\$435,054.15</b>

Page Total: \$125,332.02

# Accounts Payable

## Voucher Approval List



User: spineda  
 Printed: 09/21/2021 - 10:05AM  
 Batch: 00502.09.2021 - Wrnt Rgstr 9/28/21 FY2022

Warrant Date	Vendor	Description	Account Number	Amount
9/20/2021	American Office Solutions, LLC	NEW PC FOR CPD DETECTIVES	104-421-300-181	1,734.75
9/20/2021	American Office Solutions, LLC	PROJECT: ILO ROUTER PO#AAAQ1266	104-421-300-181	255.52
9/20/2021	American Office Solutions, LLC	PROJECT: ADVANCED ILO/IDRAC PO#AAAQ1267	104-421-300-181	1,084.79
9/20/2021	American Office Solutions, LLC	KVM FOR RACK PO#AAAQ1264	104-421-300-181	2,351.80
9/20/2021	Badger Meter	METERS FOR STOCK	105-437-300-210	2,119.19
9/20/2021	Best Deal Food Co Inc.	DEPT SUPPLIES	120-435-300-210	12.73
9/20/2021	Best Deal Food Co Inc.	ANIMAL CONTROL FOOD	104-421-300-203	54.64
9/20/2021	Bryson's Hometown Smog	SMOG UNIT 151	105-437-300-260	49.75
9/20/2021	Bryson's Hometown Smog	SMOG UNIT 202	109-434-300-260	49.75
9/20/2021	Bryson's Hometown Smog	SMOG UNIT 260	145-410-300-260	49.75
9/20/2021	Bryson's Hometown Smog	SMOG UNIT 225	104-421-300-260	49.75
9/20/2021	Bryson's Hometown Smog	SMOG UNIT 205	120-435-300-260	49.75
9/20/2021	Burlingame Engineers, Inc.	TAPE & LEVEL GAUGES FOR CHEMICAL TANKS	105-437-300-210	1,243.65
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON CREDIT PTMISEA PROJECTORS FOR PHONE MTG&	145-410-300-200	-591.29
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON CREDIT PTMISEA PROJECTORS FOR PHONE MTG&	145-410-300-200	-79.99
9/20/2021	Business Card- Bank of America Credit Cards	COSTLESS COFFEE SUPPLIES	104-431-300-210	13.78
9/20/2021	Business Card- Bank of America Credit Cards	STATE OF CA COPY OF REGISTRATION UNIT 270	104-431-300-260	23.48
9/20/2021	Business Card- Bank of America Credit Cards	EBAY: WWTP SUPPLIES	120-435-300-210	21.64
9/20/2021	Business Card- Bank of America Credit Cards	GRAINGER STREETS SUPPLIES	109-434-300-210	15.45
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON WWTP SUPPLIES	120-435-300-210	48.66
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON WTP DECAL	105-437-300-210	12.96
9/20/2021	Business Card- Bank of America Credit Cards	SHELL GAS UNIT 189	105-437-300-260	90.33
9/20/2021	Business Card- Bank of America Credit Cards	EMERALD APPLIANCE: REFRIGERATOR WWTP	120-435-300-200	75.00
9/20/2021	Business Card- Bank of America Credit Cards	AMZON BURNHAM SMITH SPLASHPAD CAMERAS	138-413-500-530	378.86
9/20/2021	Business Card- Bank of America Credit Cards	CA DEPT PESTICIDES	104-412-300-270	60.00
9/20/2021	Business Card- Bank of America Credit Cards	EMERALD APPLIANCE WWTP REFRIGERATOR	120-435-300-210	844.00
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON CAMERAS WWTP	120-435-300-210	400.49
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON FLOOR MATS UNIT 259	120-435-300-210	21.10
9/20/2021	Business Card- Bank of America Credit Cards	HARBOR FREIGHT CHARGER	120-435-300-210	42.70
9/20/2021	Business Card- Bank of America Credit Cards	G CRAMER HOTEL ACCOMODATIONS SHERATON FTO-SUPR:	104-421-300-270	422.70
9/20/2021	Business Card- Bank of America Credit Cards	FACEBOOK ADD FOR DEPUTY CITY CLERK POSITION	104-401-300-156	4.02
9/20/2021	Business Card- Bank of America Credit Cards	MEETING LUNCH W/VALLEY STRONG CREDIT UNION	104-401-300-156	180.88
9/20/2021	Business Card- Bank of America Credit Cards	ADOBE ACROBAT	104-431-300-200	12.99
9/20/2021	Business Card- Bank of America Credit Cards	GLOBAL INDUSTRIAL BURNHAM SMITH TRASH CANS	112-436-300-210	3,130.25

9/20/2021	Business Card- Bank of America Credit Cards	ELITE AUTO DETAILING	104-431-300-260	61.50
9/20/2021	Business Card- Bank of America Credit Cards	STAPLES OFFICE SUPPLIES	104-406-300-210	122.96
9/20/2021	Business Card- Bank of America Credit Cards	ICC CODE BOOK	104-406-300-170	195.12
9/20/2021	Business Card- Bank of America Credit Cards	RITE AID SUPPLIES FOR COUNCIL MEETING	104-401-300-271	42.33
9/20/2021	Business Card- Bank of America Credit Cards	COST LESS WATER FOR COUNCIL CHAMBERS	104-401-300-271	4.68
9/20/2021	Business Card- Bank of America Credit Cards	LCW WEBINAR	104-402-300-270	75.00
9/20/2021	Business Card- Bank of America Credit Cards	CALPELRA MEMBERSHIP RENEWAL	104-402-300-270	370.00
9/20/2021	Business Card- Bank of America Credit Cards	CALPELRA 2021 CONFERENCE	104-402-300-270	817.00
9/20/2021	Business Card- Bank of America Credit Cards	CITY CLERK ASSOCIATION MEMBERSHIP	104-402-300-270	200.00
9/20/2021	Business Card- Bank of America Credit Cards	SUPPLIES FOR CITY CLERK OFFICE	104-432-300-210	43.28
9/20/2021	Business Card- Bank of America Credit Cards	SUPPLIES FOR CITY CLERK OFFICE	104-432-300-210	14.06
9/20/2021	Business Card- Bank of America Credit Cards	SUPPLIES FOR CITY MANAGER	104-432-300-210	25.88
9/20/2021	Business Card- Bank of America Credit Cards	PANEL LUNCH FOR POLICE OFFICER INTERVIEW	104-402-300-210	94.98
9/20/2021	Business Card- Bank of America Credit Cards	INTERNET SVC ACCT 41872 COMCAST	104-432-300-220	586.93
9/20/2021	Business Card- Bank of America Credit Cards	INTERNET SVC ACCT 0566 COMCAST	104-421-300-220	589.41
9/20/2021	Business Card- Bank of America Credit Cards	INTERNET SVC ACCT 87740 COMCAST	104-421-300-220	5,014.64
9/20/2021	Business Card- Bank of America Credit Cards	INTERNET SVC ACCT 177130 COMCAST	120-435-300-220	507.02
9/20/2021	Business Card- Bank of America Credit Cards	LIEBERT CASSIDY TRAINING/WEBINAR	104-405-300-270	75.00
9/20/2021	Business Card- Bank of America Credit Cards	SUTTONHAUG TRAINING/WEBINAR	104-405-300-270	100.00
9/20/2021	Business Card- Bank of America Credit Cards	EARTHLINK	104-401-300-157	34.95
9/20/2021	Business Card- Bank of America Credit Cards	PAL REGISTRATION W/ SECRETARY OF STATE	331-425-300-200	20.00
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	88.74
9/20/2021	Business Card- Bank of America Credit Cards	SPECIAL DEPT SUPL	104-421-300-210	80.08
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	53.79
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	22.98
9/20/2021	Business Card- Bank of America Credit Cards	TRAVEL & TRAINING	104-421-300-270	650.00
9/20/2021	Business Card- Bank of America Credit Cards	PROF SERV LAB	104-421-300-200	19.50
9/20/2021	Business Card- Bank of America Credit Cards	PROF SERV LAB	104-421-300-200	3.60
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	30.52
9/20/2021	Business Card- Bank of America Credit Cards	ELITE AUTO DETAIL	104-421-300-260	211.50
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	37.88
9/20/2021	Business Card- Bank of America Credit Cards	TELEPHONE -CITY OF CORCORAN	104-421-300-220	1,299.00
9/20/2021	Business Card- Bank of America Credit Cards	TELEPHONE -CPD	104-421-300-220	1,159.00
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIE	104-421-300-150	21.42
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIE	104-421-300-150	14.06
9/20/2021	Business Card- Bank of America Credit Cards	SUPPLIES-DISPATCH	104-421-300-210	27.04
9/20/2021	Business Card- Bank of America Credit Cards	PUB & DUES	104-421-300-170	28.70
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	34.35
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	29.42
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	47.85
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	16.75
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	125.51
9/20/2021	Business Card- Bank of America Credit Cards	CAHN-HARRIS	104-421-300-270	310.00
9/20/2021	Business Card- Bank of America Credit Cards	VEHICLE DETAILING: ELITE AUTO DETAIL PD	104-421-300-260	61.50

9/20/2021	Business Card- Bank of America Credit Cards	AMAZON: BUSINESS PRIME ESSENTIALS	104-421-300-170	193.77
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON: EVIDENCE	104-421-300-210	23.26
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	12.96
9/20/2021	Business Card- Bank of America Credit Cards	ARROWHEAD FORENSICS EVIDENCE	104-421-300-210	258.70
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	184.01
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	65.28
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	40.42
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	67.28
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	71.99
9/20/2021	Business Card- Bank of America Credit Cards	OFFICE SUPPLIES	104-421-300-150	17.76
9/20/2021	Business Card- Bank of America Credit Cards	ULINE: SUPPLIES	104-421-300-280	210.00
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON; SUPPLIES	104-421-300-154	113.06
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON; SUPPLIES	104-421-300-210	244.09
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON; SUPPLIES	104-421-300-150	145.70
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON; SUPPLIES	104-421-300-150	11.90
9/20/2021	Business Card- Bank of America Credit Cards	POST TACTICAL FIREARM MCALISTER SEPT 2021	104-421-300-270	750.00
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON OFFICE SUPL	104-421-300-150	37.88
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON OFFICE SUPL	104-421-300-150	10.01
9/20/2021	Business Card- Bank of America Credit Cards	AMAZON OFFICE SUPL	104-421-300-150	14.06
9/20/2021	Business Card- Bank of America Credit Cards	USPS EVIDENCE SENT TO LAB	104-421-300-200	8.85
9/20/2021	C & H Fence & Patio, Inc.	DIG & SET POST INSTALL BLACK IRON FENCE	138-413-500-530	4,025.00
9/20/2021	California Surveying Draft Supply	TRIMBLE RENTAL FOR GIS	105-437-300-210	1,299.00
9/20/2021	California Surveying Draft Supply	3 MONTH SUB TO USN 8/31-11/30/21	105-437-300-210	450.00
9/20/2021	Cannon Financial Services, Inc.	7/1/21 TO 7/31/21 RENTAL	104-421-300-180	94.18
9/20/2021	Cannon Financial Services, Inc.	B&W USAGE	104-421-300-180	35.96
9/20/2021	Cannon Financial Services, Inc.	COLOR USAGE	104-421-300-180	140.12
9/20/2021	Cannon Financial Services, Inc.	CONTRACT & USAGE & PERFORMANCE PERIOD SEPT 2021	104-432-300-180	193.98
9/20/2021	Cannon Financial Services, Inc.	COPIER @ PD RENTAL SEPT 2021	104-421-300-180	94.18
9/20/2021	CFM-SF Inc.	IRON ANALYZER REAGENTS	105-437-300-210	947.96
9/20/2021	Chemical Waste Management Inc	BIN RENTAL FEE	105-437-300-193	465.00
9/20/2021	City of Avenal	AC SVC AGREEMENT	104-421-300-203	4,239.00
9/20/2021	City of Avenal	DOG EUTHANIZED	104-421-300-203	15.00
9/20/2021	City of Avenal	CATS EUTHANIZED	104-421-300-203	90.00
9/20/2021	City of Corcoran	POSTAGE	104-432-300-152	5.24
9/20/2021	City of Corcoran	CRAMER PER DIEM	104-421-300-270	151.00
9/20/2021	City of Corcoran	BONILLA PER DIEM	104-421-300-270	24.00
9/20/2021	City of Corcoran	BONILLA PER DIEM	104-421-300-270	60.00
9/20/2021	City of Corcoran	CARRASCO PER DIEM	104-421-300-270	60.00
9/20/2021	City of Corcoran	MADD REGISTRATION	104-421-300-270	27.00
9/20/2021	City of Corcoran	MCALISTER PER DIEM	104-421-300-270	112.00
9/20/2021	City of Corcoran	LICENSE RENEWAL R PEREZ	105-437-300-160	50.13
9/20/2021	City of Corcoran	PER DIEM D MCALISTER	104-421-300-270	64.00
9/20/2021	City of Corcoran	PER DIEM S PFARR	104-421-300-270	64.00
9/20/2021	College of the Sequoias	FIRE ARMS TACTICAL RIFLE BONILLA TRAINING	104-421-300-270	154.00



9/20/2021	Cooks Communications	RPR #224	104-421-300-260	1,468.68
9/20/2021	Corcoran Heating & Air	HVAC REPAIR	104-421-300-200	170.00
9/20/2021	Corcoran Publishing Company	CORCORAN JOURNAL JULY NIXEL	104-421-300-200	72.00
9/20/2021	CSULB Foundation	FTP/SAC	104-421-300-270	373.00
9/20/2021	Daniel Modesto	UNIFORM: BOOT REIMB FY22	120-435-200-125	150.00
9/20/2021	Dept of Justice	LIVE SCAN FOR DELFINA L. FOR DOJ APP	104-406-300-200	79.00
9/20/2021	Dept of Justice	LIVE SCAN FEE AUG 2021	104-421-300-148	548.00
9/20/2021	Direct Distributing, Inc.	BURNHAM SMITH SPLASH PAD PUMP PART	138-413-500-530	277.00
9/20/2021	El Rico GSA	EL RICO 1ST QTR ASSESSMENT 2021	105-437-300-200	8,750.00
9/20/2021	Farley Law Firm	LEGAL EXP AUGUST 2021	104-403-300-200	2,518.52
9/20/2021	Farley Law Firm	527 DAIRY AVE	104-403-300-200	36.00
9/20/2021	Farley Law Firm	22434 6 1/4 AVE	104-403-300-200	2,538.75
9/20/2021	Farley Law Firm	2625 ANDERSON AVE	104-403-300-200	45.00
9/20/2021	Farley Law Firm	RETAINER FEE	104-403-300-200	250.00
9/20/2021	Farley Law Firm	KWRA	104-403-300-200	676.17
9/20/2021	Frontier Communications	ACCT#55999222430604085	104-432-300-220	176.55
9/20/2021	Gonzalez Lawn Service	2410 BELL AVE	104-406-300-198	35.00
9/20/2021	Gonzalez Lawn Service	1116 SHERMAN AVE	104-406-300-198	35.00
9/20/2021	Gonzalez Lawn Service	2410 BELL AVE	104-406-300-198	35.00
9/20/2021	Gonzalez Lawn Service	1116 SHERMAN AVE	104-406-300-198	35.00
9/20/2021	Grainger Inc	REPCL ELBOWS FOR FLITER PANELS	105-437-300-140	96.79
9/20/2021	Hinderliter, deLlames & Assoc	CONTRACT SVCS SALES TAX	104-405-300-200	1,050.00
9/20/2021	HUB International	CERT OF LIABILITY FARMERS MARKET 9/10/21	104-000-362-085	757.92
9/20/2021	Jocelyn Bonilla	WLE 2021 9/28-30/2021 PER DIEM	104-421-300-270	110.00
9/20/2021	John Harris	CAHN 9/27-10/1/21 PER DIEM	104-421-300-270	248.00
9/20/2021	KRC Safety Co. Inc.	WATER SYSTEM IMPRV -BARRICADES RENTAL OTIS AVE W.	105-437-500-551	2,000.00
9/20/2021	KRC Safety Co. Inc.	OTIS AVE WATERLINE PROJECT LOST STOLEN BARRICADES	105-437-300-210	320.69
9/20/2021	LexisNexis Risk Data Management, Inc.	BACKGROUND SVC AUG 2021	104-421-300-200	150.00
9/20/2021	Linde Inc.	CO2 WIRELESS COMMUNICATOR	105-437-300-219	92.01
9/20/2021	Matson Alarm Co. Inc.	RAO ALARM SYSTEM MONITORING & SVC	104-432-300-200	120.50
9/20/2021	Nacho's Automotive	SMOG UNIT 201	104-433-300-260	49.75
9/20/2021	Nacho's Automotive	SMOG UNIT 146	109-434-300-260	49.75
9/20/2021	Nacho's Automotive	SMOG UNIT 203	104-421-300-260	49.75
9/20/2021	Nacho's Automotive	SMOG UNIT 221	104-421-300-260	49.75
9/20/2021	Pedro Castro	FTP SAC 104-6/2021 PER DIEM	104-421-300-270	156.00
9/20/2021	PG&E	ACCT#99497000756-9	111-601-300-240	10.52
9/20/2021	PG&E	ACCT#99497000756-9	145-410-300-240	1,566.47
9/20/2021	PG&E	ACCT#99497000756-9	138-413-300-200	5,490.21
9/20/2021	PG&E	ACCT#99497000756-9	104-412-300-240	1,696.97
9/20/2021	PG&E	ACCT#99497000756-9	104-432-300-240	8,918.56
9/20/2021	PG&E	ACCT#99497000756-9	104-432-320-240	636.91
9/20/2021	PG&E	ACCT#99497000756-9	109-434-300-240	457.43
9/20/2021	PG&E	ACCT#99497000756-9	120-435-300-240	21,578.05
9/20/2021	PG&E	ACCT#99497000756-9	121-439-300-240	606.55

9/20/2021	PG&E	ACCT#99497000756-9	105-437-300-240	199,450.01
9/20/2021	Pizza Factory	INMATE MEALS	104-421-300-148	34.09
9/20/2021	Price, Paige & Company	CITY FINANCIALS STATEMENTS	104-405-300-200	700.00
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	145-410-300-200	34.86
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	136-415-300-200	25.54
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	111.44
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	31.75
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-432-320-200	16.25
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	22.94
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	12.22
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	120-435-300-200	34.86
9/20/2021	Prudential Overall Supply	ENTRANCE RUGS/SHOP TOWELS/DUST MOPS	105-437-300-200	37.18
9/20/2021	Quadient	POSTAGE MACHINE @ CITY HALL LOADED	104-432-300-152	1,100.00
9/20/2021	Radius Tire Co.	TIRE REPAIR UNI T250	105-437-300-260	25.00
9/20/2021	Radius Tire Co.	1 TIRE UNIT 134	109-434-300-260	394.90
9/20/2021	Radius Tire Co.	1 TIRE MOUNT UNIT 266	104-421-300-260	35.00
9/20/2021	Radius Tire Co.	TIRE FOR UNIT 219	105-437-300-260	171.48
9/20/2021	Radius Tire Co.	TIRE REPAIR UNIT 240	104-412-300-260	25.00
9/20/2021	Radius Tire Co.	CREDIT ON ACCOUNT	105-437-300-260	-15.13
9/20/2021	Safety-Kleen Systems, Inc	SVE PARTS FOR CLEANER TANK	104-433-300-200	168.88
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	WTP PIPE WRAP	105-437-300-210	20.32
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	WTP SPRAY NOZZLE	105-437-300-210	11.26
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	PROPANE GAS FOR FORKLIFT	105-437-300-210	22.51
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	2" PARTS TO REPAIR CUSTOMER LINE	105-437-300-140	115.26
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	WTP SUPPLIES	105-437-300-210	78.19
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	REPCL HOSE UNIT 206	109-434-300-140	186.05
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	PARAMOUNT SEWER STATION	120-435-300-140	86.49
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	PRESSURE HOSE FOR BUS WASH	145-410-300-211	93.03
9/20/2021	Sawtelle & Rosprim Hardware, Inc.	WWTP CAMO AD HELMT	120-435-300-210	100.55
9/20/2021	Sawtelle Rosprim Machine Shop	BURNHAM SMITH SPLSH PAD BENCH PARTS	138-413-500-530	810.36
9/20/2021	Shyam Bhaskar, MD	PRE EMPLOYMENT PHYSICAL A CASH	104-412-300-200	120.00
9/20/2021	Smithfield	REFUND VETS HALL DEPOSIT 9/8/21	104-000-362-085	200.00
9/20/2021	Sun Ridge Systems, Inc	RIMS CIBRS SOFTWARE MIGRATION	104-421-300-181	12,600.00
9/20/2021	Superior Electric Works Inc.	BURNHAM SMITH SPLSH PAD INSTALL FOR ELECTRICAL	138-413-500-530	8,635.47
9/20/2021	Superior Soil Supplements	BURNHAM SPLASH PAD BARK	138-413-500-530	433.00
9/20/2021	The Gas Company	ACCT 15829731015	104-432-300-242	42.72
9/20/2021	The Gas Company	ACCT 20001594009	104-432-300-242	20.99
9/20/2021	The Gas Company	ACCT 00891595001	104-432-300-242	83.05
9/20/2021	The Gas Company	ACCT 06981596833	104-432-320-242	36.52
9/20/2021	The Lawnmower Man	WORK AND PARTS TO FIX PULL STRING ON ENGINE FOR SPF	105-437-300-140	41.93
9/20/2021	The Radar Shop	RADAR RE-CERT	104-421-300-140	146.00
9/20/2021	Trans Union LLC	PROF SVC/BACKGROUND JULY 2021	104-421-300-200	55.00
9/20/2021	TSA Consulting Group, Inc.	AUG 2021 SVC FEE FOR 401 A PLAN	104-405-300-200	50.00
9/20/2021	Tule Trash Company	CONTRACT	112-436-300-200	113,110.42

9/20/2021	Tule Trash Company	FRANCHISE FEE 12.73%	104-000-316-024	-14,398.96
9/20/2021	Tule Trash Company	FRANCHISE FEE AUG 2021	112-436-316-023	-2,646.84
9/20/2021	UNIFIRST Corporation	UNIFORMS X 5	105-437-200-125	173.96
9/20/2021	UNIFIRST Corporation	UNIFORMS X 80%	120-435-200-125	79.43
9/20/2021	UNIFIRST Corporation	UNIFORMS X 20%	121-439-200-125	19.86
9/20/2021	UNIFIRST Corporation	UNIFORMS X 80%	120-435-200-125	97.75
9/20/2021	UNIFIRST Corporation	UNIFORMS X 20%	121-439-200-125	24.44
9/20/2021	UNIFIRST Corporation	UNIFORMS X 2	104-412-200-125	59.74
9/20/2021	UNIFIRST Corporation	UNIFORMS X 2	109-434-200-125	56.82
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-432-200-125	25.93
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-412-200-125	47.96
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-432-200-125	36.00
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	105-437-200-125	24.79
9/20/2021	UNIFIRST Corporation	UNIFORMS X 80%	120-435-200-125	25.63
9/20/2021	UNIFIRST Corporation	UNIFORMS X 20%	121-439-200-125	6.41
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	109-434-200-125	35.04
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-433-200-125	32.04
9/20/2021	UNIFIRST Corporation	UNIFORMS X 80%	120-435-200-125	33.41
9/20/2021	UNIFIRST Corporation	UNIFORMS X 20%	121-439-200-125	8.35
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-433-200-125	41.76
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	105-437-200-125	137.84
9/20/2021	UNIFIRST Corporation	UNIFORMS X 4	145-410-200-125	142.47
9/20/2021	UNIFIRST Corporation	UNIFORMS X 4	145-410-200-125	83.01
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-433-200-125	63.24
9/20/2021	UNIFIRST Corporation	UNIFORMS X 1	104-433-200-125	70.83
9/20/2021	UNIFIRST Corporation	UNIFORMS X 6	105-437-200-125	150.28
9/20/2021	Verizon Wireless	CELL PHN SVC	145-410-300-220	146.88
9/20/2021	Verizon Wireless	WIRELESS AIR CARDS	145-410-300-220	38.01
9/20/2021	Verizon Wireless	BUS AIR CARDS X6	145-410-300-220	228.06
9/20/2021	Verizon Wireless	ON CALL WATER CELL PHN SVC	105-437-300-220	3.61
9/20/2021	Verizon Wireless	WIRELESS AIR CARDS	105-437-300-220	76.02
9/20/2021	Verizon Wireless	CELL PHN SVC RICK ADAMS	104-433-300-200	0.48
9/20/2021	Verizon Wireless	CELL PHN SVC JOE FAULKNER	104-431-300-200	1.91
9/20/2021	Verizon Wireless	WIRELESS AIR CARDS	104-431-300-200	38.01
9/20/2021	Verizon Wireless	CELL PHN SVC	104-406-300-220	114.85
9/20/2021	Verizon Wireless	WIRELESS AIR CARDS X2	104-406-300-220	76.02
9/20/2021	Verizon Wireless	MOBILE MIFI HOTSPOT	104-431-300-200	38.01
9/20/2021	Verizon Wireless	CELL PHN SVC-FINANCE	104-405-300-200	28.89
9/20/2021	Verizon Wireless	CELL PHN SVC-MARLENE SPAIN	104-402-300-200	28.52
9/20/2021	Verizon Wireless	CELL PHN SVC-G GATSKA-CM	104-402-300-200	41.69
9/20/2021	Verizon Wireless	MDT DATA JULY 27-AUG 26, 2021	104-421-300-221	418.11
9/20/2021	W3i Engineering	WEST LAGOON EXPANSION PROJECT	120-435-500-530	1,922.50
9/20/2021	Wells Fargo Bank, N.A.	TEMP WORKER G PASTOR	104-432-300-216	173.74
9/20/2021	Wells Fargo Bank, N.A.	TEMP WORKER G PASTOR	104-432-300-216	81.76

9/20/2021

Wells Fargo Bank, N.A.

TEMP WORKER G PASTOR

104-432-300-216

81.76

9/20/2021

Will Tiesiera Ford-Mercury

TRANS FLUID AND SENSOR UNIT 215

145-410-300-260

94.00

**Warrant Total:**

**435,054.15**

**STAFF REPORT**

**ITEM #: 7A**

**MEMORANDUM**

**TO:** City Council

**FROM:** Soledad Ruiz-Nuñez, Finance Director

**DATE:** September 21, 2021      **MEETING DATE:** September 28, 2021

**SUBJECT:** Approve the updated Purchasing Policy

**Recommendation:**

Motion to approve the updated Purchasing Policy. Resolution No. 3092 Purchasing Policy for the City of Corcoran.

**Discussion:**

During the audit for Fiscal Year 20, one of the findings was for not having a policy which addressed the use of Federal Funds 2 CFR 200.318-326. The Purchasing Policy was approved on July 27, 2021 with Resolution No. 3092.

The policy approved on July 27, 2021 missed a couple of sections required by law. The updated Purchasing Policy attached has addressed the sections which were missing.

**Budget Impact:**

None.

**Attachments:**

Purchasing Policy

## **PURCHASING POLICY**

The purpose of this policy is to provide a comprehensive set of policies and procedures that comply with applicable Federal, State and Local laws and regulations and promote the cost-effective procurement of goods and services.

The guiding principles of those involved in the purchasing function should be:

- To comply with Federal and State Laws, the Municipal code and adopted Budget on all purchases and contracts.
- To procure the supplies, services and equipment needed by the departments at the lowest possible cost, taking into consideration quality, service levels, and time constraints.
- To act in a professional and ethical manner.

### **Ethics General Code of Conduct and Legal Requirements**

It is essential that all personnel involved in the procurement process conduct themselves in a manner that maintains impartiality and complete objectivity. The following are the City's standards in ethics for purchasing:

- To buy on the basis of value, recognizing that value represents a combination of quality, service and price which assures the greatest economy to the City.
- To be honest, courteous, and considerate in all City Dealings.
- To avoid statements that might injure or discredit legitimate suppliers and to avoid disclosure of confidential information that might give an unfair advantage in a competitive business transaction.

### **Gift Disclosures and Prohibitions, Fair Political Practices Commission (FPPC)**

The purpose of this section is to highlight FPPC regulations regarding gifts for all personnel who may be engaged in the City's purchasing function. It is essential that all personnel involved in dealings with the business community exercise a strict rule of personal contact and abide by FPPC regulations when offered a "gift."

The FPPC defines a "gift" as any payment or other benefit that confers a personal benefit for which a public official does not provide payment or services of equal or greater value. A gift includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public (Section 82028 of the FPPC). Except as discussed below, you have "received" or "accepted" a gift when you know that you have actual possession of the gift or when you take any action exercising direction or control over the gift, including discarding the gift or turning it over to another person (Regulation 18941.)

If you have questions, consult the FPPC at 1-866-275-3772 or [advise@fppc.ca.gov](mailto:advise@fppc.ca.gov) or visit their website at [www.fppc.ca.gov](http://www.fppc.ca.gov).

Employees of a local government agency who are designated in the agency's conflict of interest code may not accept gifts from any single source totaling more than the gift limit set by the FPPC in a calendar year (\$520 in 2022) if the employee is required to report receiving income or gifts from that source on his or her statement of economic interest (Form 700). (Section 899503(c).) The gift limit is adjusted biennially to reflect changes in the Consumer Price Index.

Gifts from a single source aggregating to \$50 or more must be disclosed, and gifts aggregating to \$520 or more or the FPPC limit during any 12 month period may subject you to disqualification with respect to the source.

## **Purchasing**

Items included in the Approved Budget authorize the City Manager and designees to purchase the materials, supplies, services, and equipment in the budget document. Purchases for certain dollar amounts are subject to further rules, such as for Department Director level approvals, City Manager approvals, Council approvals, and/or bidding requirements.

### ***Materials, Supplies, Equipment and Non-Public Project Contracts***

- Up to \$25,000: Department Director discretion.
- \$25,001-\$50,000: Request three quotes, Department Director approval.
- Over \$50,000: Request three written quotes, Department Director and City Manager approval.

### ***Professional Services Contracts (Non Construction)***

- Up to \$50,000: Department Director approval if budgeted, otherwise City Manager approval
- \$50,001- \$100,000: City Manager approval
- Over \$100,000: RFPs/RFQs, City Council approval

### ***Federally Funded Projects/Grants Procurement, 2 CFR §200.320***

- Up to \$10,000 Micro Purchase: Department Director
- \$10,001 - \$250,000 Small Purchase: Informal written quotes, City Council approval
- Over \$250,000 Formal Process: Competitive Bidding, (Sealed Bids, Competitive Proposals, or Sole Source), City Council approval

### ***Public Projects, Uniform Public Construction Cost Accounting Act (UPCCA)***

The most recently posted bid limits can be found at [www.sco.ca.gov/ard\\_cuccac.html](http://www.sco.ca.gov/ard_cuccac.html) titled under New Informal Bid Limit Increase (Pursuant to PCC22032).

- Up to \$60,000: Department Director approval if budgeted, otherwise City Manager approval
- \$60,001-\$200,00: Contract by Informal procedures per UPCCA,
- Over \$200,000: Formal bidding procedure per UPCCA

Once the product or service has been received or accepted, payment authorization can be submitted to the Finance Department for payment. All goods should be shipped to a City facility to ensure receipt by City staff, unless otherwise approved by the Department Director.

There is no bidding requirement for contracts for professional services like attorneys, architects, engineers, surveyors, construction managers, bond counsel, bond underwriter, fiscal advisers, appraisers, auditors, data processing, public relations and promotions, elections services, negotiations/acquisition of land, or other services of a similar nature. Selection of professional services must be on the basis of demonstrated competence and on the professional qualifications necessary for the services in compliance with Government Code section 4526.

The City Municipal Code requires following certain bidding procedures when purchasing product, materials, supplies, or equipment; contracting for professional services; and contracting for public project and other projects. The competitive bidding process ensures that the City will obtain the best combination of pricing, quality, service, and availability of products and services. Splitting a purchase to circumvent the bidding limits is specifically prohibited by the City's Code and by State law. Please refer to the Public Projects section below regarding Public Projects bidding.

Federally funded projects through Caltrans for engineering and design, the City shall follow the procurement procedures detailed in Caltrans Local Assistance Procedures Manual Chapter 10 "Consultant Selection" available at Caltrans website, <https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>.

### **Accounts Payable Process**

Payment for purchases are made by check to make reconciliation and request for reimbursement through grants and other funding sources the clearest to all invested parties.

As purchases are made by authorized designees, it is their responsibility to receive a copy of the invoice or receipt of purchase and forward it to the appropriate person in the Department as directed by the Department Director for account coding and approval and then to the Finance Department on the appropriate payment request form.

Payment request forms need to be submitted to the Finance Department on a timely basis in order for payments to be processed effectively and efficiently. Sufficient back-up needs to be included with the payment request including invoices, and quotes or staff reports if applicable. Checks to vendors will be mailed out or distributed the day following the Council meeting or at the approval of the Finance Director and City Manager.

### **Vendors**

Department Directors should verify with the Finance Department if a vendor is already registered with the City as a vendor or if the vendor needs to submit a W-9 Request for Taxpayer Identification Number form in order to register as a vendor with the City, prior to the Department submitting payment request.



## **Purchase Orders**

A purchase order authorizes the seller to ship and invoice materials or services as specified. If a vendor requires a purchase order prior to accepting an order, a purchase order can be initiated.

## **Petty Cash**

Petty cash is used for small, incidental expenditures that could be impractical to process through the payment request process.

The Finance Director approves the establishment of all petty cash funds, determines the appropriate funding level for each fund, approves administrators, and is responsible for assuring compliance with the procedures. Each fund has a designated administrator who is responsible for the daily operations and security of the fund. Authorized departmental fund amounts are as follows:

Police Department     \$500

Finance Department   \$500

The Administrator is responsible for reconciling and replenishing the fund as needed, based on receipts received. Periodic audits may be performed by the Finance Department in order to ensure compliance with these procedures.

## **Credit Cards**

Employees with a City issued Credit Card can make the same type of purchases that are allowed through the Accounts Payable Check issued process for materials, supplies or equipment. The Credit Card is not intended to, nor will it be used to circumvent any existing statutes, laws, or procurement procedures or policies.

The Department Director is responsible for reviewing and approving monthly expenditures for each employee under their supervision.

City employee assigned a Fuel Card are to fuel only City vehicles.

Credit Cardholder Responsibilities:

- Ensure the card is used only for legitimate business purposes and maintained in a secure location.
- Obtain receipts and submit them with the accounts payable request.
- Immediately report a lost or stolen card to the Finance Department and the card issuer.
- Under no circumstances shall personal purchases be made using the City credit card. However, in the case that this occurs, the employee shall inform the Administrative Services Department and make immediate restitution of the personal purchase made.

The credit limit for employees issued a Bank City Credit Card with their name:

- \$5,000 for Directors, City Clerk, Administrative Assistants, Executive Assistant

- \$10,000 for City Manager and Accountant
- \$35,000 for Finance Director

Vendor Credit cards issued to employees with their name:

- Department Director
- Park & Streets Maintenance Supervisor
- Water Chief Plant Operator
- Wastewater Chief Plant Operator
- Chief Fleet Mechanic
- Employees in a supervisory position with approval from the Department Director and City Manager.

### **City Charge Accounts**

Department Directors are able to set up Charge Accounts with various vendors who they do business with and authorize employees to make purchases for supplies and equipment. Directors have the discretion to set employee limits. Example of Charge Accounts are Corcoran Hardware, Auto Zone, Cost Less, and Az.

The Department is responsible for reconciling the monthly statement to the receipts submitted by the employees and submitting a payment request to the Finance Department.

### **Non-Budgeted Items**

Items which were not included in the budget, shall be discussed with the City Manager and Finance Director and taken to Council for approval prior to purchasing.

### **Emergency Purchases**

In the event of a bona fide emergency, the City Manager or the Finance Director shall be contacted and the matter discussed. If they are not available, the Department Director or his/her designee shall use their own best judgement in making the purchase. Competitive bids or proposals are not required in an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety or the protection of City property. The City Manager may determine and declare that the public interest or necessity demands the immediate expenditure of public money to safeguard life, health or property, and thereupon they may proceed without advertising for bids, they may enter into a contract involving the expenditure of any money required in such emergency.

## **Grant Funded Programs and Projects**

State or Federally funded programs have special requirements covering the acquisition of supplies, equipment, materials and services. It is the responsibility of the Department Directors using the grant funds to make purchases in accordance to the grant funds and to inform the Finance Department of any provisions in order to follow required procedures.

### **Federal Funded Projects/Grants Procurement (2 CFR 200)**

The City will operate with the following regulation for the procurement of property or services stemming from Federal Aid. This section shall apply to the awarding of sub-grants and contracts by the City stemming from Federal Grants to the City. This section shall have the same application on the awarding of sub-grants and contracts to the City stemming from State, County or other non-federal government entity grants originating as Federal Grants.

#### ***Domestic preferences for procurements § 200.322***

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### ***Procurement of recovered materials § 200.323***

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### ***Bonding requirements § 200.326***

For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### ***Contract provisions § 200.327***

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

### ***Pass-thru Agencies, Sub recipients, and Contractors Determination of Federal Awards Requirements for (200.330 & 200.331)***

The City may concurrently receive Federal awards as a recipient, a sub recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, the City will make a case-by-case determination for each agreement it makes for the disbursement of Federal program funds that the party receiving the funds in the role of a sub recipient or a contractor. The City will comply with any additional guidance to support these determinations from the awarding agency provided such guidance does not conflict with this section.

(a) *Subrecipients.* A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in §200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- (1) Determines who is eligible to receive what Federal assistance;
- (2) Has its performance measured in relation to whether objectives of a Federal program were met;
- (3) Has responsibility for programmatic decision-making;

(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) *Contractors.* A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in §200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Normally operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

### ***Requirements for pass-through entities 2 CFR 200.332***

All pass-through entities must:

a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

1. Federal award identification.

i. Subrecipient name (which must match the name associated with its unique entity identifier);

ii. Subrecipient's unique entity identifier;

iii. Federal Award Identification Number (FAIN);

iv. Federal Award Date (see the definition of *Federal award date* in §200.1 of this part) of award to the recipient by the Federal agency;

v. Subaward Period of Performance Start and End Date;

- vi. Subaward Budget Period Start and End Date;
  - vii. Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
  - viii. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;
  - ix. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
  - x. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
  - xi. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
  - xii. Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
  - xiii. Identification of whether the award is R&D; and
  - xiv. Indirect cost rate for the Federal award (including if the de minimis rate is charged) per §200.414.
2. All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;
  3. Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
  4. (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
    - A. The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
    - B. The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with §200.405(d).
  5. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
  6. Appropriate terms and conditions concerning closeout of the subaward.

- b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:
- (1) The subrecipient's prior experience with the same or similar subawards;
  - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;
  - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
  - (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the subrecipient also receives Federal awards directly from a Federal awarding agency).
- c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in §200.208.
- d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
- (1) Reviewing financial and performance reports required by the pass-through entity.
  - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
  - (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521.
  - (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section §200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk

through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

- e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
  - (1) Providing subrecipients with training and technical assistance on program-related matters; and
  - (2) Performing on-site reviews of the subrecipient's program operations;
  - (3) Arranging for agreed-upon-procedures engagements as described in §200.425.
- f) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501.
- g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- h) Consider taking enforcement action against noncompliant subrecipients as described in §200.339 of this part and in program regulations.

**General procurement standards.**

- a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.
- b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- c)
  - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to



subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.
- i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- j)
  - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling

price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
  - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

#### **Competition 2 CFR §200.319**

- a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.
- b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;

- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.
- c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- 1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  - 2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

### **Methods of procurement to be followed 2 CFR §200.320**

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following

methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

1) *Micro-purchases—*

- i. *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
- ii. *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
- iii. *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- iv. *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
  - A. A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

B. An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

C. For public institutions, a higher threshold consistent with State law.

- v. *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

2) *Small purchases—*

- i. *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
- ii. *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

- b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

1. *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- A. A complete, adequate, and realistic specification or purchase description is available;
- B. Two or more responsible bidders are willing and able to compete effectively for the business; and
- C. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- A. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- B. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- C. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- D. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- E. Any or all bids may be rejected if there is a sound documented reason.

2. *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- i. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from

an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- ii. The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
- iii. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and
- iv. The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- 1. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- 2. The item is available only from a single source;
- 3. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- 4. The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- 5. After solicitation of a number of sources, competition is determined inadequate.

**Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms 2 CFR §200.321.**

- a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

#### **Contract cost and price 2 CFR §200.324**

- a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

#### **Federal awarding agency or pass-through entity review 2 CFR §200.325**



- a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  1. The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
  1. The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
  2. The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **Suspended or Debarred Parties**

City employees shall not enter into covered transactions with parties that are suspended or debarred or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (2 CFR 200.213; 2 CFR 180). Check sam.gov for vendor debarment or suspension when the procurement process begins.

Procurements made pursuant to a federal award or subject to reimbursement, in whole or in part, with Federal Funds must comply with the City's procurement procedures, and the applicable Federal Procurement Requirements.

### **Public Projects, Uniform Construction Cost Accounting Act**

Public project are bid in accordance to the Uniform Construction Cost Accounting Act as of December 15, 1997. If the project is federally funded, in whole or in part, the procurement must comply with the City's purchasing procedures, state law, and the applicable Federal Procurement Requirements.

As defined in Public Contract Code section 22002(c), all public projects performed by public agencies may include:

- Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased or operated facility.
- Painting or repainting of any publicly owned, leased or operated facility.
- In the case of publicly owned utility system, construction, erection, improvement or repair of dams, reservoirs, power plants and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- Minor repainting.
- Resurfacing of streets and highways at less than one inch.
- Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

**Bid limitation, Public Contract Code section 22032 and 22034 (d):**

- Public projects of \$60,000 or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.
- Public projects of \$200,000 or less may be let to contract by informal procedures as set forth in this legislation.
- Public projects of more than \$200,000 shall, except as otherwise provided in this legislation, be let to contract by formal bidding procedures.
- If all bids received are in excess of \$200,000, the governing body of the public agency may by adoption of a resolution by a four-fifths vote, award the contract, at \$212,500 or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.

**Separation of Work orders of Projects; Evasion of Provision of Article, Public Contract Code section 22033**

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

**Notice Inviting Formal Bids; Information; Publication Public Contract Code section 22037**

Notice inviting formal bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project. The notice shall be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency; or, if there is no newspaper printed and published within the jurisdiction of the public agency, in a newspaper of general circulation which is circulated within the jurisdiction of the public agency, or, if there is no newspaper which is circulated within the jurisdiction of the public agency, publication shall be by posting the notice in at least three places within the jurisdiction of the public agency as have been designated by ordinance or regulation of the public agency as places for the posting of its notices. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in Section 22036. The notice shall be sent at least 15 calendar days before the date of opening the bids. In addition to notice required by this section, the public agency may give such other notice, as it deems proper.

**Award of Bid**

Public Contract Code section 22038 allows the public agency in its discretion to reject any bids presented. If the agency prior to rejecting all bids and declaring that the project can be more economically performed by employees of the agency provides a written notice to an apparent low bidder that:

- a) Informs the lowest responsible bidder of the agency's intention to reject the bid.
- b) Is mailed to at least two business days prior to the hearing at which the agency intends to reject the bid.

If after opening bids all bids are rejected, the public agency shall have the option, after reevaluating its cost estimates of the project, of one of the following:

- c) The public agency may abandon the project or re-advertise for bids in the manner described by this legislation; or
- d) By passage of a resolution by a four-fifths majority of its governing body declaring that its employees can perform the project more economically, the public agency may have the project done by force account without further complying with this legislation.

If a contract is awarded, it shall be awarded to the lowest bidder. If two or more bids are the same as the lowest, the public agency may accept the one it chooses.

If no bids are received, the project may be performed by employees of the public agency by force account or by informal bidding procedures set forth in section 22034 of the Public Contract Code.

City of

# CORCORAN

CITY ADMINISTRATION

FOUNDED 1914

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

**MEMO**

**TO:** Corcoran City Council

**FROM:** Greg Gatzka, City Manager

**DATE:** September 23, 2021

**MEETING DATE:** September 28, 2021

**SUBJECT:** Naming a City Building for Former Council Member Raymond M. Lerma

**Summary:**

On September 14, 2021, the City Council directed staff to bring back an agenda item for their consideration to name a city building in honor of former Council Member Raymond M. Lerma for his years of service and dedication to the community.

**Recommendation:**

Review the list of City owned facilities and consider approval of one facility named in honor of Raymond M. Lerma.

**Budget impact:**

Estimated cost for a new building name wall mount or memorial name plaque for a city facility is approximately \$2,000. Other alternatives will have to be estimated based upon specific site and any necessary construction.

**Background:**

Former Council Member Raymond M. Lerma was first elected to the Corcoran City Council in 1994, and began serving his first term in office in 1995. He was re-elected six more times and served 25 continuous years on the Council until his unexpected passing on January 11, 2020. He had just completed his first year of his seventh term, and passed away while serving as a Council Member. In addition, Mr. Lerma served 38 years in education, and was advisor to the MEChA Club of Corcoran High School. He is remembered by many members of the community for his community involvement, public service and mentorship to youth in Corcoran.

The City Council has the authority to name a City owned building or park in honor of any individual. There is no City policy or procedure for the naming of a City building, and the Council may wish to consider establishing a policy for how future requests are considered and brought to the Council. A number of policy options are available for the City Council to consider, and other cities have established policies for the naming of public buildings. Some

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832 Whitley \* Corcoran, CA 93212 \* Phone 559-992-2151 \* [www.cityofcorcoran.com](http://www.cityofcorcoran.com)

examples include criteria for eligibility, establishing a City appointed committee to review and make recommendations to the council, process for approval of renaming an already named building, and other factors for standardizing the display and equitable process for others to be considered in future building name requests.

The following is a list of City owned buildings and park grounds that are not presently named for any specific person and may be considered:

**City Buildings**

- Corcoran Council Chambers Building
- Corcoran City Hall Building
- Old Corcoran Police Station Building
- Old Corcoran City Hall Building
- Corcoran Depot Building
- Corcoran Police Station Building
- Corcoran Pool Building
- Corcoran Regional Accounting Building
- Corcoran Public Works Yard Buildings
- Corcoran Water Treatment Facility Building
- Corcoran Wastewater Treatment Facility Building

**City Parks**

- Corcoran Civic Park (west of Otis Ave. surrounded by City Hall, PD Station, and Depot)
- Corcoran Park (SE of Orange Ave and Letts Ave)
- Corcoran Dog Park (SW of Gable Ave and 6 1/2 Ave)
- Corcoran Park (SE of Sierra Ave and Mt. Whitney Ave)
- Corcoran Park (SE of Oregon Ave and Cedar Ave)



Corcoran Council Chambers



Corcoran City Hall



Old Corcoran PD Building



Old Corcoran City Hall



Corcoran Depot Building



Corcoran PD Station



Corcoran Pool Building



Corcoran Regional Accounting Building



Corcoran Public Works Building



Corcoran Bus Wash Station Building



Corcoran Water Division Building



Corcoran Wastewater Division Building





Corcoran Park (Otis Ave)



Corcoran Park (Orange Ave)



Corcoran Dog Park (Gable Ave)



Corcoran Park (Sierra Ave)



Corcoran Park (Oregon Ave)

City of

# CORCORAN

FOUNDED 1914

Public Works Department

## STAFF REPORT ITEM #:7-C

### MEMO

**TO:** Corcoran City Council

**FROM:** Joseph Faulkner, Public Works Director

**DATE:** September 23, 2021      **MEETING DATE:** September 28, 2021

**SUBJECT:** Gateway Park Bid Award

#### Summary:

The construction of an eight (8) acre community park located at Orange and Otis Avenues.

#### Recommendation:

Consider awarding the Base Bid and all Additives for the construction of Gateway Park to JT2 Inc.

#### Budget Impact:

The total cost of Gateway Park will be funded through Prop 68 grant funds awarded to the City.

#### Background:

On August 9, 2021, the Public Works Department advertised the construction of a new city park located at Orange and Otis Avenue. This project will create the new Corcoran Gateway Park; constructing two picnic pavilions/BBQ areas with lighting, multi-use athletic field/storm water basin with security cameras and lighting, jogging/walking loop with lighting, BMX/skateboard/scooter pump track, multi-age playground, multi-age splash pad, five exercise fitness stations and a corn hole court, one restroom, two park entrances with signage, parking lot, landscaping, and lighting.

#### Discussion

On September 16, 2021, bids for the construction of Gateway Park closed. Staff has completed the analysis of the bids received for this project. Bids are ranked in the order of lowest base bid:

1. JT2 INC. DBA TODD COMPANY Base Bid: \$5,522,199.00
2. C.S. LEGACY CONSTRUCTION, INC. Base Bid: \$6,090,437.00
3. AVISON CONSTRUCTION INC. Base Bid: \$6,283,000.00
4. GRANITE CONSTRUCTION COMPANY Base Bid: \$6,895,500.00
5. AMERICAN PAVING COMPANY Base Bid: \$7,247,000.00
6. CAL VALLEY CONTRUCTION Base Bid: \$8,294,150.00

City Offices

After reviewing the submitted bid packages, Todd Companies had the lowest Base Bid, which was the closest to the project budget of \$5,500,000 without contingencies. Considering the Additives for Todd Companies, the following is a breakdown for each item:

1. Veterans Memorial (5' sidewalk, CMU Block Seat Wall, & electrical conduit stubs) = \$211,000
2. Security Camera System = \$7,000
3. Musco Sport Lighting at the sports field = \$219,740
4. Woodcrete Wood Split rail fence = \$51,000
5. Musco Sport Lighting at the pump track = \$120,000

Based on the totality of the bid package and estimated project costs, staff recommends that the City Council award the construction of Gateway Park to JT2 Inc. for a total project cost of \$6,130,939.00.

City of

# CORCORAN

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A MUNICIPAL CORPORATION

## MATTERS FOR MAYOR AND COUNCIL

ITEM #: 8

### MEMORANDUM

**MEETING DATE:** September 28, 2021  
**TO:** Corcoran City Council  
**FROM:** Greg Gatzka, City Manager  
**SUBJECT:** Matters for Mayor and Council

#### UPCOMING EVENTS / MEETINGS

- o September 29, 2021 (Wednesday) Assembly Member Rudy Salas Check Presentation – 10:00 AM
- o October 12, 2021 (Tuesday) City Council Meeting – 5:30 PM
- o October 26, 2021 (Tuesday) City Council Meeting – 5:30 PM
- o October 2021 – Tentative Rededication of the Veteran’s Hall
- o November 9, 2021 (Tuesday) City Council Meeting – 5:30 PM

- A. City Manager’s Report:
  
- B. Council Comments – *This is the time for council members to comment on matters of interest.*
  - 1. Staff Referral Items
  
- C. Committee Reports
  - 1. Kings Waste and Recycling Agency (KWRA)
  - 2. Kings County Association of Governments (KCAG)
  - 3. Kings Community Action Organization

City Offices



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

<b>DATE</b> Sent to Council/ Request made	<b>REQUEST</b>	<b>STATUS</b>	<b>DEPARTMENT RESPONSIBLE</b> Dept/Division
01/20/21  09/06/20	Staff has been in contact with several members of the Corcoran Cemetery District Board. Effort is being made to coordinate a time for the requested meeting.  Council requested informal meeting with two members of the Corcoran Cemetery District Board.	In progress	City Manager
06/13/20	Council directed Staff to begin preparing a public nuisance ordinance.	In progress	Community Development/Police Department
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development