



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Minerva Pineda, Council Member

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

WEDNESDAY, AUGUST 23, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Presentation

D. Consent Calendar

1. City Warrants for July 2017
2. City Council Minutes of June 27, 2017
3. City Council Minutes of July 26, 2017
4. Approve Resolution No. 2017-26 Final Acceptance Park & Anchor Sewer and Water Improvements
5. Amendment to the SRO Agreement adding the Indemnity Language and Integration Exhibit A required by RMA

E. Administration

City Manager:

6. **SUBJECT:** Consideration and Discussion regarding the scheduled regular City Council Meeting of September 13, 2017

Recommendation: Council to consider postponing the regular City Council Meeting of September 13, 2017 due to

the League of California Cities Conference scheduled on September 13-15, 2017 in Sacramento

7. **SUBJECT:** Consideration and Discussion regarding the recruitment of the City Manager's Position for the City of Orange Cove

Recommendation: Council to consider to discuss the recruitment process for the City Manager's Position for the City of Orange Cove

F. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

G. City Manager's Report

H. City Attorney's Report

I. City Council Communications

J. Closed Session

8. CONFERENCE WITH LEGAL COUNSEL—PENDING
LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9)
2 Cases

K. Reconvene City Council Meeting

L. Adjournment

ADA Notice: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (559) 626-4488 ext. 214. Notification 48 hours prior to the meeting will enable the City to make arrangements to ensure accessibility to this meeting.

Documents: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at front counter at City Hall and at the Orange Cove Library located at 815 Park Blvd., Orange Cove, CA during normal business hours. In addition, most documents are posted on City's website at cityoforangecove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

The Brown Act provides that members of the public have a right to attend public meetings, to provide public comment on action items and under the public forum section of the agenda, and to criticize the policies, procedures, or services of the city or of the acts or omissions of the city council. The Brown Act also provides that the City Council has the right to exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion.

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the carrying out of public business in order to ensure that the public has a full opportunity to be heard and that the Council has an opportunity to conduct business in an orderly manner. The following is provided to place everyone on notice of the rules of decorum and enforcement.

GENERAL RULES OF DECORUM

While any meeting of the City Council is in session, the following rules of decorum shall be observed:

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before

asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.

5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

ENFORCEMENT OF DECORUM RULES (Resolution No. 2012-16)

While the City Council is in session, all persons must preserve order and decorum. A person who addresses the City council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct which is likely to provoke others to violent or riotous behavior, which disturbs the peace of the meeting by loud and unreasonable noise, which is irrelevant or repetitive, or which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

In accordance with the Point of Order Rule 4.6, the majority of the Council may overrule the Mayor if the majority of the Council believes the Mayor or other presiding officer is not applying the rules of decorum appropriately.



MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Minerva Pineda, Council Member

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

TUESDAY, JUNE 27, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. CALL TO ORDER/WELCOME

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva (absent)
Councilmember Gilbert Garcia (absent)
Councilmember Minerva Pineda
Councilmember Josie Cervantes

STAFF PRESENT: City Manager Samuel A. Escobar
City Attorney, Dan McCloskey
Police Chief/Interim City Manager, Marty Rivera
City Clerk June V. Bracamontes

INVOCATION: Mr. Manuel Ferreira

FLAG SALUTE: Mayor Victor P. Lopez

B. CONFIRMATION OF AGENDA

Add two items to the Agenda: 1) CARE Program 2) Self Help

C. PRESENTATION

1. Mayor Lopez introducing the new Finance Director, Randall Uyeda
Item tabled.

D. CONSENT CALENDAR

2. City Warrants for the month of May 2017
3. City Council Minutes of June 14, 2017
4. Orange Cove Boosters Retail Fireworks License
5. Approve Resolution No. 2017-20 Contract with Fresno Madera Area Agency on Aging

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Pineda, Council approved the Consent Calendar as presented. (Yes Vote: Lopez, Pineda and Cervantes)(Absent: Silva and Garcia)

E. ADMINISTRATION

CARE PROGRAM:

Sandy Hermosillo presented to Council the CARE Program and Services providing Education, Drug prevention, and Counseling. They will have a summer activity at Eaton Park and would like to see if there is a space at the Community Center to use for their services.

Council requested that they coordinate with staff.

Upon the motion by Councilwoman Cervantes and seconded by Councilmember Pineda, Council approved the CARE Program to use Eaton Park for their summer activity and to check with staff if there is a room for them to use for their services. (Yes Vote: Lopez, Pineda and Cervantes) (Absent: Silva and Garcia)

SELF HELP:

Due to the change in the City Manager's Position since Sam Escobar is no longer with the city, Self Help is requesting documents to signed by the new Interim City Manager Marty Rivera in order to sign any and all documents pertaining to Self Help

City Engineer:

6. **SUBJECT:** Consideration and Discussion regarding the New Water and Sewer Rates
Recommendation: Council to consider approving Resolution No. 2017-21 implementing increased Water and Sewer Rates effective July 1, 2017.

Item tabled.

7. **SUBJECT:** Update report on the new Soccer Field

Recommendation: Informational Item Only

Mr. Gary Horn, City Engineer presented to Council an update on the new Soccer Field at the Feinstein Park. The City was awarded a grant by the State Dept. of Housing and Community Development for \$168,125. The grading and irrigation portions of the project were installed. Planting of seed was delayed due to the drought conditions last year and the City's water conservation efforts. The new grass should be visible within a couple of weeks. Should be playable by October.

Mayor and City Councilmembers:

8. **SUBJECT:** Consideration and Discussion regarding the Interim City Manager

Recommendation: Council to consider appointing the Police Chief Marty Rivera as the Interim City Manager

Upon the motion by Councilmember Cervantes and seconded by Councilmember Pineda, Council approved to appoint the Police Chief Marty Rivera as the Interim City Manager. (Yes Vote: Lopez, Pineda and Cervantes) (Absent: Silva and Garcia)

9. **SUBJECT:** Consideration and Discussion regarding the City Manager's Position

Recommendation: Council to consider advertising for the City Manager's Position

Item tabled.

Building Official:

10. **SUBJECT:** Update report on the new Shopping Mall

Recommendation: Informational Item Only

Ray Hoak, Building Official presented to Council an update on the Following projects:

1. New Shopping Mall with Capital Rivers. Escrow closed end of week. Developer would like to have a ground breaking ceremony end of July.
2. Auto Zone and Dollar Tree ready to go.

3. McDonalds Developer only received an intent letter no agreement with developers.
4. Building Permit and Building Plan Check Revenue

Police Chief:

11. **SUBJECT:** Consideration and Discussion regarding the Contract between the Orange Cove Police Department and Kings Canyon Unified School District for substance awareness and detection services

Recommendation: Council to consider approving the Contract between the Orange Cove Police Department and Kings Canyon Unified School District for substance awareness and detection services for the period of July 1, 2017 through June 30, 2019

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Pineda, Council approved the Contract between the Orange Cove Police Department and Kings Canyon Unified School District for substance awareness and detection services for the period of July 1, 2017 through June 30, 2019. (Yes Vote: Lopez, Pineda and Cervantes) (Absent: Silva and Garcia

12. **SUBJECT:** Consideration and Discussion regarding the purchase of cameras and equipment for the Julia A. Lopez Center

Recommendation: Council to consider approving the purchase of cameras and equipment for the Julia A. Lopez Center in the total amount of \$19,056.70

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Pineda, Council approved the purchase of cameras and equipment for the Julia A. Lopez Center in the total amount of \$19,056.70.

F. PUBLIC FORUM

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

1. Bertha Del Bosque presented to Council an update report at the Animal Shelter: Mullholland installed sprayer for animals due to the heat; retiree couple planted garden to beautify; collaborating with Public Works; Welcomed Miquel and Michelle Mendoza from Dinuba
2. James Lee Hamilton from the Orange Cove located at 1060 "C" Street presented to Council the Orange Cove Buzz Paper
3. Mr. Manuel Ferreira presented to Council the flags on the poles should have a light above the flags, business banners are gone should get new ones
4. Presentation by Martin Ceja 15 years old in support of the FOCAS Animal Shelter

G. INTERIM CITY MANAGER'S REPORT

Marty Rivera, Interim City Manager, reported the following items:

- Carnival in town June 29-July 3rd.
- Fireworks Display on July 3rd located at the Orange Cove Community Center free show and band will start 7pm to 11pm

H. CITY ATTORNEY'S REPORT

Nothing to report.

I. CITY COUNCIL COMMUNICATIONS

Councilwoman Josie Cervantes:

Nothing to report

Councilwoman Minerva Pineda:

Nothing to report

Mayor Victor P. Lopez:

Congratulated the Directors of the two Day Cares on their graduations.

J. ADJOURNMENT

Mayor Lopez adjourned the City Council Meeting at 8:15p.m.

Respectfully Submitted:

June V. Bracamontes, City Clerk

Presented to Council: Date: _____ Action: _____



MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Minerva Pineda, Council Member

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

WEDNESDAY, JULY 26, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Gilbert Garcia (Arrived at 6:50pm)
Councilmember Minerva Pineda
Councilmember Josie Cervantes

STAFF PRESENT: City Attorney, Dan McCloskey
Interim City Manager/Police Chief, Marty Rivera
Finance Director, Randall Uyeda, (absent)
City Clerk June V. Bracamontes

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

Councilwoman Cervantes requested to table Item #6 until the Budget is presented.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved to table item #6 (Yes Vote: Lopez, Silva, Pineda and Cervantes) (Absent: Garcia)

C. Presentation (None)

D. Consent Calendar

1. City Warrants for the month of June 2017
2. City Council Minutes of May 24, 2017
3. Second Reading of Ordinance 382 Amending the Official Zone Map; Rezone No. 2017-01, Orchard Village Apartments

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved the Consent Calendar as presented. 6 (Yes Vote: Lopez, Silva, Pineda and Cervantes) (Absent: Garcia)

E. Administration

City Engineer:

4. **SUBJECT:** Consideration and Discussion regarding the bid for the SCADA connection for Water Treatment Plan Flowmeter

Recommendation: Council to consider approving the bid from Lighthouse Electrical, Inc. in the amount of \$6,154 for the connection of the new Flowmeter at the Water Treatment Plant to the existing SCADA System

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Pineda, Council approved the bid from Lighthouse Electrical, Inc. in the amount of \$6,154 for the connection of the new Flowmeter at the Water Treatment Plant to the existing SCADA System (Yes Vote: Lopez, Silva, Garcia, Pineda and Cervantes)

5. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance of the Joe Serna Basin Backfill Project

Recommendation: Council to consider approving Resolution No. 2017-24 Authorizing the Final Acceptance and Notice of Completion for the Joe Serna Basin Backfill Project

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approved Resolution No. 2017-24 Authorizing the Final Acceptance and Notice of Completion for the Joe Serna Basin Backfill Project(Yes Vote: Lopez, Silva, Garcia, Pineda and Cervantes)

Interim City Manager/Police Chief:

6. **SUBJECT:** Consideration and Discussion regarding the following position:
- a. Maintenance Position (Currently Advertised)
 - b. Operator In Training (OIT) at the Waste Water Plant

Recommendation: Council to approve the positions as mentioned above and advertise

Item tabled OIT

Mayor and City Councilmembers:

7. **SUBJECT:** Consideration and Discussion regarding the City Manager Compensation and Replacement

Recommendation: Council to discuss the City Manager Compensation and Replacement and approve the Recommendation by the Finance Director

Mayor Pro Tem Silva and Councilwoman Cervantes agreed that they will meet D-B Heusser.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilman Garcia, Council approved the Compensation of \$130,000, hire D-B Heusser as Interim City Manager recommended by the Finance Director (Yes Vote: Lopez, Silva, Garcia, Pineda and Cervantes)

8. **SUBJECT:** Consideration and Discussion regarding the Central Valley Latino Leadership Summit special guest Senator Pro Tem Kevin de Leon cancelled July 25, 2017 rescheduled to August 9, 2017 located at the Orange Cove Community Center

Recommendation: Informational Item Only

Mayor Lopez presented to Council that the Central Valley Latino Leadership Summit has been relocated to the Sunnyside Country Club in Fresno and asked that 5 girls and 5 boys students from Orange Cove to them. The Key to the City will be presented to Senate Pro Tem Kevin de Leon along with a plaque from the Central Valley Latino Coalition.

F. Public Forum

Members of the public wishing to address the City Council on an item that is not on the agenda may do so now. No action will be taken by the City Council this evening. But items presented may be referred to the City Manager for follow up and a report. In order to allow time for all comments, each individual is limited to three minutes. When addressing the Council, you are requested to come forward to the speakers microphone, state your name and address, and then proceed with your comments.

1. Bertha Del Bosque of the FOCAS Group gave an update report on the Animal Shelter as follows:
 - a. A dog had cancer very costly
 - b. 16 animal spade and neuter
 - c. 5 going to rescue
 - d. 11 cates
 - e. Project trenching by H&S
 - f. 2nd phase working on gravel
 - g. Working on Yard Sale

G. Interim City Manager's/Police Chief Report

Nothing to report.

H. City Attorney's Report

Nothing to report.

I. City Council Communications

Councilman Gilbert Garcia

Nothing to report.

Councilwoman Josie Cervantes

Nothing to report

Councilwoman Minerva Pineda

Nothing to report

Mayor Pro Tem Diana Guerra Silva

Nothing to report

Mayor Victor P. Lopez

Met with the Friant Board. Regarding the Temperance Flats JPA is needing a letter due on August 14, 2017 to the California Water Commission to secure adequate funding to build ground storage for the Temperance Flat Dam and Reservoir Project.

J. Closed Session

Council, City Attorney, Interim City Manager went into closed session at 7:25pm

- 9. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Paragraph (1) of subdivision (d) of Section 54956.9)
One Case

K. Reconvene City Council Meeting

8:45 p.m. Mayor Lopez reconvened the City Council Meeting and no reportable action taken.

L. Adjournment:

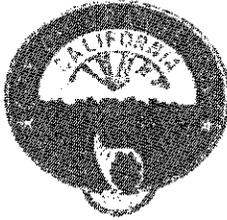
Mayor Lopez adjourned the City Council Meeting at 8:45 p.m.

Respectfully Submitted:

June V. Bracamontes, City Clerk

Presented to Council:

Date: _____ *Action:* _____



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Resolution for Final Acceptance Park & Anchor Sewer and Water Improvements
Attachments: Resolution

RECOMMENDATION:

We recommend that the Council adopt the attached resolution accepting the work for the Park & Anchor Sewer and Water Improvements and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Bill Nelson GEC, Inc. has completed the work required for the Park & Anchor Sewer and Water Improvements. The work has been inspected by our Public Works Inspector and found to be in compliance with the plans and specifications.

BACKGROUND:

The Park & Anchor Sewer and Water Improvements constructed sewer and water services to the proposed shopping center at the northwest corner of Park Boulevard and Anchor Avenue. The City has agreed to install the off-site improvements for the project. The sewer main was extended from the north line of the Joe Serna Estates subdivision to Park Blvd. through City-owned property. The water mains were existing in both Park Blvd. & Anchor Ave. so connections were stubbed into the property and two fire hydrants were installed.

The total cost of the construction was \$129,665. There were no change orders for the project.

Prepared by: GDH

Approved by: [Signature]

REVIEW: City Manager:

Finance:

City Attorney:

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

- Consent
- Info Item
- Action Item
- Department Report
- Redevelopment Agency

- Public Hearing
- Matter Initiated by a Council Member
- Other
- Continued to:

REASON FOR RECOMMENDATION:

The Council must accept the projects to allow the recordation of a Notice of Completion so that the time period for filing liens by suppliers or laborers can begin.

FISCAL IMPACT:

The cost of the project has been paid for with both sewer and water impact fee accounts.

ALTERNATIVES:

Council may provide alternate direction to staff.

ACTIONS FOLLOWING APPROVAL:

If the Council approves the Resolution, the Notice of Completion will be recorded and final progress payment issued.

CONFLICT OF INTEREST:

None apparent.

RESOLUTION NO. 2017-26

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION
FOR PARK AND ANCHOR SEWER AND WATER IMPROVEMENTS**

WHEREAS, Bill Nelson GEC, Inc. has completed the work for the Park and Anchor Sewer and Water Improvements and;

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Park and Anchor Sewer and Water Improvements and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE HEREBY ACCEPTS the Park and Anchor Sewer and Water Improvements and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 23rd day of August 2017, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

AMENDMENT
TO THE JULY 1, 2016 TO JUNE 30, 2019 CONTRACT AGREEMENT
REGARDING SCHOOL RESOURCES OFFICER ORANGE COVE POLICE DEPARTMENT,
ORANGE COVE, CALIFORNIA AND KINGS CANYON UNIFIED SCHOOL DISTRICT
ADDING THE INDEMNITY LANGUAGE AND
INTEGRATION OF PRIOR TERMS AND CONDITIONS AS REQUIRED BY CENTRAL SAN
JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

EXHIBIT "A"

Indemnity. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a

jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the

City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement. In addition to the above indemnity language, the Executive Committee approved the following language, which SHALL be included in all city resource officer contracts/agreements: person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

Dated: KINGS CANYON UNIFIED SCHOOL DISTRICT

Superintendent

Dated: CITY OF ORANGE COVE
"A Municipal Corporation"

Marty Rivera, Chief of Police
City of Orange Cove

ATTEST:

June V. Bracamontes, City Clerk

Contract No. 17-0296

Board Approval Date 7/25/17

AGREEMENT REGARDING SCHOOL RESOURCES OFFICER
ORANGE COVE POLICE DEPARTMENT, ORANGE COVE, CALIFORNIA
AND KINGS CANYON UNIFIED SCHOOL DISTRICT

THIS AGREEMENT ("Agreement") is made and entered into effective July 1, 2016 by and between the ORANGE COVE POLICE DEPARTMENT, a municipal corporation (hereinafter referred to as "ORANGE COVE POLICE DEPARTMENT"), and Kings Canyon Unified School District (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, DISTRICT recognizes that the ORANGE COVE POLICE DEPARTMENT'S provides necessary public safety and law enforcement services to the ORANGE COVE POLICE DEPARTMENT which benefits DISTRICT; and

WHEREAS, DISTRICT further recognizes that the ORANGE COVE POLICE DEPARTMENT'S assignment of a School Resource Officer assigned to the DISTRICT'S schools to perform regular duty law enforcement services is greatly beneficial to DISTRICT in assisting DISTRICT in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, ORANGE COVE POLICE DEPARTMENT is willing to assign a School Resource Officer to provide services to Orange Cove High School, Citrus Middle School and Orange Cove Elementary; and

WHEREAS, DISTRICT desires to contribute monies to ORANGE COVE POLICE DEPARTMENT partially off-set ORANGE COVE POLICE DEPARTMENT personnel costs related to a School Resources Offer.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

1. ORANGE COVE POLICE DEPARTMENT Responsibility to Provide Law Enforcement Services

(a) ORANGE COVE POLICE DEPARTMENT will provide a School Resource Officer to perform regular duty law enforcement services at Orange Cove High School, Citrus Middle School and Orange Cove Elementary during the school's normal hours of operation and during the time frame that includes the standard school year. The home base for the School Resource Officer will be Orange Cove High School where office, desk, and a secure computer will be provided. It is understood that the School Resource Officer will respond to non-school calls as needed and attend meetings and training as required by the Orange Cove Police Department.

(b) The parties agree that ORANGE COVE POLICE DEPARTMENT retains control over assignments, wages, and other terms and conditions of employment by ORANGE COVE POLICE DEPARTMENT of police officers. DISTRICT acknowledges that the School Resource Officer is held to the requirements of the law and ORANGE COVE POLICE DEPARTMENT. DISTRICT agrees that it shall not have authority to direct the officer's law enforcement activity. DISTRICT will immediately notify the Police Chief of any concerns regarding such activity.

2. DISTRICT Responsibility.

(a) In consideration for the assignment of a School Resources Officer as set forth in this Agreement, DISTRICT shall pay ORANGE COVE POLICE DEPARTMENT \$50,000.00 for the school year. Payment will be paid upon being invoiced by the ORANGE COVE POLICE DEPARTMENT.

(b) DISTRICT shall provide an office, desk, and a secure computer at Orange Cove High School for the School Resource Officer.

3. Term of Agreement. It is the intent of the parties that the term of this Agreement begins July 1, 2016 effective as to all terms and conditions of the Agreement, and end on June 30, 2019, unless terminated earlier in accordance with this Agreement.

4. Termination of Agreement.

(a) Either party may terminate this Agreement without cause upon 90 calendar days' prior written notice to the other party.

(b) This Agreement may be terminated immediately by either party upon 7 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any on , term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within 7 calendar days' prior written notice and this shall constitute a material default and breach of this Agreement. The party terminating the Agreement may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law, or proceed by appropriate court action to enforce the terms of the Agreement, or to recover direct, indirect, consequential or incidental damages for the breach of the Agreement.

(c) No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

5. Indemnification.

(a) DISTRICT shall indemnify, hold harmless and defend ORANGE COVE POLICE DEPARTMENT and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property

damage) incurred by the DISTRICT, ORANGE COVE POLICE DEPARTMENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts, omissions or willful misconduct of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement.

(b) ORANGE COVE POLICE DEPARTMENT shall indemnify, hold harmless and defend DISTRICT and each of its officers directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by ORANGE COVE POLICE DEPARTMENT, DISTRICT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts, omissions or willful misconduct of ORANGE COVE POLICE DEPARTMENT or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

(c) In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and ORANGE COVE POLICE DEPARTMENT or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(d) This section shall survive termination or expiration of this Agreement.

6. Insurance. It is understood and agreed that DISTRICT and maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

7. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disable veteran or veteran of the Vietnam era.

8. Independent Contractor and Not a Partnership. For the purposes of this Agreement, ORANGE COVE POLICE DEPARTMENT and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitute, or will be construed as establishing or constituting a partnership or agency or employment relationship between ORANGE COVE POLICE DEPARTMENT and DISTRICT. Officers providing services under this Agreement shall remain the employees of ORANGE COVE POLICE DEPARTMENT, and shall not be employees of DISTRICT.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party

to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

10. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

11. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

16. Interpretation. The parties acknowledge that this Agreement in its final forms is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this

Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

20. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

21. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both ORANGE COVE POLICE DEPARTMENT CITY and DISTRICT.

IN WITNESS WHEREOF, the parties have executed this Agreement at Orange Cove, California, the day and year first above written.

Dated: 7/1/17

KINGS CANYON UNIFIED SCHOOL DISTRICT

[Signature]
Superintendent

Dated: 7-28-17

CITY OF ORANGE COVE
A Municipal Corporation

[Signature]
Marty Rivera, Chief of Police
Orange Cove Police Department

ATTEST:
[Signature] 7-28-17
June Bracamontes, City Clerk