AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem | **Gilbert Garcia, Council Member**
Minerva Pineda, Council Member | **Josie Cervantes, Council Member**

WEDNESDAY, JANUARY 28, 2015 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

1. Roll Call
2. Invocation
3. Flag Salute

B. Confirmation of Agenda

C. Presentation

1. Presentation by Mr. Tony Gomez, Employment Program Representative, from Employment Development Department State of California

2. Presentation by Tom Greenwood, Fire Chief of the Orange Cove Fire Protection District - Activity Report

3. Presentation by Fresno EDC regarding the Orange Cove Website Update

D. 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.

E. Consent Calendar

1. City Warrants (019946-036836)
2. City Council Minutes Meeting of December 10, 2014
3. City Council Minutes Meeting of December 16, 2014
4. AM Consulting Engineers contract with CDBG Capital Projects, Inc. to provide Engineering Services for the Water Treatment Plant Improvements; Groundwater Testing; Well Drilling Study and Wastewater Study
5. Renewing the agreement between the City of Orange Cove and the Boys and Girls Club of Fresno County for use of City Facility
6. Agreement between the City of Orange Cove Police Department and Kings Canyon Unified School District for substance awareness and detection services for the Period of July 2015 to June 2017.

F. Administration

City Engineer:

1. **SUBJECT:** Consideration and Discussion regarding the 2014 Water-Energy Grant Program

   Recommendation: Council to consider approving Resolution No. 2015-01 approving the application for 2014 Water-Energy Grant from the California Department of Water Resources

2. **SUBJECT:** Consideration and Discussion regarding a Memorandum of Understanding regarding the formation of a Groundwater Sustainability Agency with other interested parties

   Recommendation: Council to consider approving Resolution No. 2015-03 approving a Memorandum of Understanding between interested parties desiring to form a Groundwater Sustainability Agency and establish a new Sub-Basin

3. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance Waste Water Treatment Plant (WWTP) Sludge Removal Project

   Recommendation: Council to consider approving Resolution No. 2015-04 Authorizing Final Acceptance and Notice of Completion for the Waste Water Treatment Plant Sludge Removal Project

Finance Director:

4. **SUBJECT:** Consideration and Discussion regarding the Monthly Financial Statements for the months of August, September and October 2014

   Recommendation: Council to consider approving the Monthly Financial Statements for the months of August, September and October 2014

City Manager:

5. **SUBJECT:** Consideration and Discussion regarding California Consulting Agreement

   Recommendation: Council to consider terminating the services with California Consulting

6. **SUBJECT:** Consideration and Discussion regarding the California Department of Education Local Agreement for Child Development Services for Fiscal Year 2014-2015

   Recommendation: Council to consider Resolution No. 2015-02 California Department of Education Local Agreement for Child Development Services Contract Number CSPP-4060 Project Number: 10-2188-00-4 for Fiscal Year 2014-2015

7. **SUBJECT:** Consideration and Discussion regarding the Fresno County Rural Transit Safety and Security Services Memorandum of Understanding presented by Moses Stites

   Recommendation: Council to consider approving the Fresno County Rural Transit Safety and Security Services Memorandum of Understanding presented by Moses Stites

8. **SUBJECT:** Consideration and Discussion regarding Downtown beautification

   Recommendation: Informational Item Only

9. **SUBJECT:** Consideration and Discussion regarding the Agreement between the City of Orange Cove and Townsend Public Affairs

   Recommendation: Council to consider approving the Townsend Public Affairs Agreement for Consulting Services

10. **SUBJECT:** Consideration and Discussion regarding the first reading of Ordinance No. 370 Repealing Chapters 6.04 and 6.08 of Title 6 of the Orange Cove Municipal Code Relating to Animals and Adding New Title 6 and Chapters 6.04 to 6.32 relating to Animal Regulations

Recommendation: Council to consider approving the introduction and first reading of Ordinance No. 370 by title only waiving full reading

G. City Manager's Report

H. City Attorney's Report

I. City Council Communications

J. Closed Session:

1. Conference with labor negotiators (Government Code Section 54957.6)
   a. City Designated Representative: Sam Escobar, City Manager
   b. Employee Organization: Orange Cove Police Officers Association

2. Pursuant to Government Code Section 54957
   Public Employee Appointment
   Title: City Attorney

3. Conference with real property negotiator
   Government Code Section 54956.8
   Property: 4 acres at the Industrial Park (corner of South Avenue and Center Street, Orange Cove); Fresno County
   City Negotiator: City Manager
   Negotiating Parties: Alex Lopez
   Under Negotiation: Price and Terms of Payment

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.

Orange Cove Fire Protection District

550 Center Street
Orange Cove, CA 93646
(559) 626-7758

2014 Chief's Report

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2014 YTD		2013
Structure Fire	5	2	2	0	3	2	4	1	2	1	3	2	27		40
Vehicle Fire	1	0	0	2	1	5	1	4	3	3	0	0	20		22
Vegetation Fire	6	0	1	0	9	8	7	7	4	5	0	0	47		109
Other	7	7	7	4	4	9	2	4	4	8	4	1	61		55
Total Fires	19	9	10	6	17	24	14	16	13	17	7	3	155		226
Emergency Medical Aids	54	40	55	47	50	47	54	55	54	30	43	50	579		590
Motor Vehicle Accidents	2	3	5	4	4	3	1	0	5	4	4	5	40		38
False Alarms	10	3	5	5	1	8	10	3	3	3	1	7	59		59
Public Assists	6	6	3	6	9	5	2	7	1	8	2	5	60		28
Total	72	52	68	62	64	63	67	65	63	45	50	67	738		715
														% Ttl Calls	
District Calls	2	6	6	7	8	6	7	4	5	4	2	9	66	7%	7%
City Calls	75	47	66	52	61	64	65	73	60	54	51	58	726	81%	78%
Mutual Aid	10	3	4	4	5	15	6	3	4	0	2	3	59	7%	7%
Auto Aid	4	5	2	5	7	2	3	1	7	4	2	0	42	5%	5%
Pre Incident Value													TYD		
Property	65,000	9,000	66,400	-	1,800	342,900	105,000	70,000	107,000	31,000	500,000	0	1,298,100		
Contents	0	0	0	0	0	0	0	0	0	0	0	0	0		
Incident Loss															
Property	65,000	5,500	6,400	-	1,800	83,925	3,000	10,200	27,000	20,700	2,250	0	225,775		
Contents	0	0	0	0	0	0	0	0	0	0	0	0	0		
Property Saved %	0%	39%	90%	0%	0%	76%	97%	85%	75%	33%	99%	0%	83% Property Saved		
Contents Saved %	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0% Contents Saved		

Footnotes:

MINUTES

CITY OF ORANGE COVE
WEDNESDAY, DECEMBER 10, 2014 - 6:30 P.M.
Orange Cove Community Center
1705 Anchor Avenue, Orange Cove, California 93646

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Minerva Pineda, Council Member
Gilbert Garcia, Council Member
Josie Cervantes, Council Member

A. Call to Order/Welcome

COUNCIL PRESENT:	Mayor Gabriel Jimenez Mayor Pro Tem Victor P. Lopez Councilmember Diana Guerra Silva Councilman Ralph Pardo Councilmember Bertha Del Bosque
STAFF PRESENT:	City Manager Samuel A. Escobar City Clerk June V. Bracamontes Attorney Hilda Cantu Montoy Police Chief, Marty Rivera
STAFF ABSENT:	Finance Director, Lan Bui
INVOCATION:	Mayor Gabriel Jimenez
FLAG SALUTE:	Mayor Gabriel Jimenez

B. Confirmation of Agenda

City Manager requested to move the brief admission to the end of the meeting.

Upon the motion by Mayor Pro Tem Victor P. Lopez and seconded by Councilwoman Diana Guerra Silva, Council approved to move the brief admission to the end of the meeting. (Yes Vote: Mayor Jimenez, Lopez, Silva, Del Bosque and Pardo)

C. 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. Mario Villarreal Events Committee Chairman presented that Parade is scheduled for December 11, 2014 and if weather changes it will be postponed to Monday December 15, 2014.

D. Consent Calendar

(Items listed on the Consent calendar are considered routine in nature and will be enacted with one vote. There will be no separate discussion for these items unless requested by a member of the public or member of the Council, in which case, such items will be removed for separate action.)

1. City Warrants (036264-036593)
2. City Council Minutes of October 22, 2014

Upon the motion by Councilwoman Diana Guerra Silva and seconded by Mayor Pro Tem Victor P. Lopez, Council approved the Consent Calendar as presented. (Yes Vote: Mayor Jimenez, Lopez, Silva, Del Bosque and Pardo)

E. Administration

City Clerk

1. **SUBJECT:** Consideration and Discussion regarding the Certification of the Fresno County Clerk Election Results of the Canvass of the November 4, 2014 Consolidated General Election and Recognition of Outgoing Councilmembers, Installation of Newly Elected Councilmembers; and Selection of Mayor Pro Tem

Recommendations:

A. Council to approve Resolution No. 2014-49 Reciting the Fact of the General Municipal Election including the Orange Cove Police and Fire Special Tax and Other Matters as Required by Law.

Upon the motion by Councilwoman Diana Guerra Silva and seconded by Mayor Pro Tem Victor P. Lopez, Council approved Resolution No. 2014-49

Reciting the Fact of the General Municipal Election including the Orange Cove Police and Fire Special Tax and Other Matters as Required by Law (Yes Vote: Mayor Jimenez, Lopez, Silva, Del Bosque and Pardo)

B. Presentation by Mayor Pro Tem Victor P. Lopez recognizing Gabriel Jimenez, Bertha Del Bosque and Ralph Pardo

Mayor Pro Tem Victor P. Lopez presented a recognition plaque to Gabriel Jimenez, Bertha Del Bosque and Ralph Pardo.

C. City Clerk to Give Oaths of Office and present Certificates of Election to Victor P. Lopez, Minerva Pineda and Gilbert Garcia

City Clerk June V. Bracamontes administered the Oath of Office to Mayor Victor P. Lopez and Councilmembers Minerva Pineda and Gilbert Garcia

D. Discussion and Determination on Whether to Fill Council Vacancy by Appointment or Special Election (2) Direction to Staff Regarding Special Election or (3) Proceed to Fill Vacancy by Appointment and give the Oath of Office to appointee

Ms. Irene Alvarado stated that members of the public expressed their concern has to the critiera for the appointment and that their were no public input.

City Attorney Hilda Montoy stated there is no specific criteria for the appointment and not required, but must be a resident of Orange Cove and age of 18 years of age. The law states within 60 days Council to fill the vacancy by appointment or Special Election. Applications is a good practice but not required.

Councilman Gilbert Garcia agreed with Ms. Alvarado that a criteria process should be set in place for the appointment. The public should be given an opportunity to fill out an application.

Councilwoman Diana Guerra Silva stated that she will second the motion to appoint Ms. Josie Cervantes is well qualified and she has the heart for the City of Orange Cove. For a special election the cost for the city would cost approximately $25,000.

Upon the motion by Mayor Victor P. Lopez and seconded by Councilwoman Diana Guerra Silva, Council approved to appoint Mrs. Josie Cervantes to fill Council Vacancy. (Yes Vote: Mayor Lopez, Mayor Pro Tem Silva, Pineda and Garcia)

City Clerk, June V. Bracamontes, administered the Oath to Councilwoman Josie Cervantes.

E. Council to consider selection of Mayor Pro Tem

Mayor Victor P. Lopez appointed Diana Guerra Silva as the Mayor Pro Tem

Mario Villarreal congratulated the Council and Diana Guerra Silva as the Mayor Pro Tem good choice.

Mrs. Maria Andrade (in Spanish) congratulated the new Council.

Ms. Clara Ortega Lopez congratulated Victor, Minerva, Josie, Gilbert and Diana. Good Choice to select Diana Guerra she is a strong Councilwoman.

Mr. Tom Greenwood Fire Chief welcomed the new Council to their new position and look forward in working with them along with the Police Department.

Mr. David Lopez congratulated all the Council and specially his Dad very proud of his father.

Stella congratulated the Council and stated that God is in Front and everything is possible.

Niece of Victor Lopez and presented that his uncle has a passion for the City.

Irene Alvarado of Orange Cove main concern of the city is the lack of transparency. Stated make it clear to the people your city dollars is our city dollars. The website should be updated and public records should not be delayed. You as a Council are in charge of that.

Mario Villarreal from the public stated point of order to Irene Alvarado.

Chief of Police Marty Rivera welcome the new Council and look forward in working with everyone.

Mr. Andrade congratulated the Council.

Mr. Lionel Alvarado stated that he has known the Mayor for years and looks forward in working with the new Council.

Mayor Victor P. Lopez announced that everyone is special in this community and thanked his staff and will continue to support the Police and Fire Department thanked Chief Rivera and Chief Greenwood.

Mayor Pro Tem Diana Guerra Silva thanked everyone for their hard work and working together for the benefit for this community.

Upon the motion by Mayor Victor P. Lopez and seconded by Councilwoman Minerva Pineda, Council approved to select Diana Guerra Silva as the Mayor Pro Tem. (Yes Vote: Mayor Lopez, , Pineda, Cervantes and Garcia)(Silva Abstain)

City Manager:

2. **SUBJECT:** Consideration and Discussion authorizing banks to honor checks and warrants when bearing certain signatures of city officials to execute checks and warrants on bank accounts and transfer of funds between City accounts

   Recommendation: Council to consider appointing two (2) members of Council to execute checks and warrants on bank accounts and transfer of funds between City accounts

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved to appoint Mayor Victor P. Lopez and Councilwoman Josie Cervantes to execute checks and warrants on bank accounts and transfer of funds between City accounts. (Yes Vote: Mayor Lopez, Mayor Pro Tem Silva, Pineda, Cervantes and Garcia)

3. **SUBJECT:** Consideration and Discussion rescheduling the City Council Meeting scheduled on December 24, 2014

   Recommendation: Council to reschedule the regular City Council Meeting of December 24, 2014 due to the Christmas Holidays

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved to reschedule the regular City Council Meeting of December 24, 2014 to December 16, 2014 at 5:30 p.m. due to the Christmas Holidays. (Yes Vote: Mayor Lopez, Mayor Pro Tem Silva, Pineda, Cervantes and Garcia)

Chief of Police Marty Rivera announced the explorer program and introduced the members.

G. City Manager's Report

City Manager Samuel Escobar welcomed the new City Councilmembers and stated that he has an open door for everyone.

H. City Attorney's Report

No report.

I. City Council Communications

No reports.

J. Adjournment

Mayor Lopez adjourned the City Council Meeting at 7:42 p.m.
RESPECTFULLY SUBMITTED:

_____

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO COUNCIL:

DATE:_____

ACTION:_____

MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem | **Gilbert Garcia, Council Member**
Minerva Pineda, Council Member | **Josie Cervantes, Council Member**

TUESDAY, DECEMBER 16, 2014 - 5:30 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 Councilman Josie Cervantes Councilmember Minerva Pineda
STAFF PRESENT:	City Manager Samuel A. Escobar City Clerk June V. Bracamontes Police Chief, Marty Rivera
STAFF ABSENT:	Attorney Hilda Cantu Montoy Finance Director, Lan Bui (left at 7:10pm)
INVOCATION:	Mayor Pro Tem Diana Guerra Silva
FLAG SALUTE:	Mayor Victor P. Lopez

B. Confirmation of Agenda

City Manager Samuel A. Escobar requested to remove items City Engineer #3 and City Manager #7 off the Agenda.

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved to remove items City Engineer #3 and City Manager #7 off the Agenda. (Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

C. 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.

No public comments.

D. Consent Calendar

1. City Warrants (032705-112314)
2. City Council Minutes Special Meeting November 5, 2014
3. Council to ratify Resolution No. 2014-53 Authorizing Signatures of City Official on City Accounts

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

E. Administration

City Engineer:

1. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance Trail Access Project

   Recommendation: Council to consider approving Resolution No. 2014-51 Authorizing the Final Acceptance and Notice of Completion for the Trail Access Project Federal Project No. CML-5301(014)

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved Resolution No. 2014-51 Authorizing the Final Acceptance and Notice of Completion for the Trail Access Project Federal Project No. CML-5301(014) (Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

2. **SUBJECT:** Consideration and Discussion regarding the Final Acceptance for Center Street Reconstruction Project

   Recommendation: Council to consider approving Resolution No. 2014-52 Authorizing the Final Acceptance and Notice of Completion for the Center Street Reconstruction Federal Project No. STPL-5301(012)

Upon the motion Mayor Pro Tem Diana Guerra Silva and seconded by Mayor Victor P. Lopez, Council approved Resolution No. 2014-52 Authorizing the Final Acceptance and Notice of Completion for the Center Street Reconstruction Federal Project No. STPL-5301(012) (Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

3. **SUBJECT:** Consideration and Discussion regarding the abandonment of the following alley and street rights of way: The Alley west of 8th Street and north of E. Railroad Ave.; the Park/Railroad Alley between 10th and 11th Streets; E. Railroad Ave. between Park Blvd. and Center St.; Eleventh St. south of Park Blvd. to the alley; Fourth St. from E. Railroad Ave. to W. Railroad Ave.; I St. from 2nd St. to Hills Valley Rd.; Second St. from Adams Ave. South for 200 feet; Portions of B, C, D, E, G and H Streets between Hills Valley Road and the west boundary of the Friant-Kern Canal.

   Recommendation: Council to consider approving Resolution No. 2014-54 Declaring Intention to vacate various alley and street right of way

Item tabled.

4. **SUBJECT:** Consideration and Discussion regarding the Meter Installation Policy

   Recommendation: Council to consider approving Resolution No. 2014-55 Adopting Policies for the Installation of Water Meters for the 2014 SRF Water Meter Project

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilman Gilbert Garcia, Council approved the 2014 SRF Water Meter Project Resolution No. 2014-55 Adopting Policies for the Installation of Water Meters for (Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

Finance Director:

5. **SUBJECT:** Consideration and Discussion regarding the Audited Financial Statements for the fiscal year ended June 30, 2014 presented by Bryant Jolley, CPA

   Recommendation: Council to consider approving the Audited Financial Statements for the fiscal year ended June 30, 2014 presented by Bryant Jolley, CPA

Item Tabled.

City Manager:

6. **SUBJECT:** Consideration and Discussion regarding the Fiscal Year 2015-2016 Continued Funding Application (EESD-3704) with the California Department of Education

   Recommendation: Informational Item Only

City Manager Sam Escobar requested Council to approve the application awarded for continue funding for the fiscal year with California Department of Education.

Council approved by consensus
(Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

7. **SUBJECT:** Consideration and Discussion regarding the Community Development Block Grant Capital Projects Engineering Services

   Recommendation: Council to consider approving AM Consulting Engineers, Inc. to provide Engineering Services for the Water Treatment Plant Improvements; Groundwater Testing and Well Drilling Study and Wastewater Study

Item removed from agenda.

8. **SUBJECT:** Consideration and Discussion regarding the Planning Commission seat(s)

   Recommendation: Staff is recommending approval from Council to consider reviewing the current Members of the Planning Commission and advertise for the open planning commission seat(s)

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council approved to advertise for the planning commission seat(s) (Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

9. **SUBJECT:** Consideration and Discussion regarding the appointment to the following organization:

   a. **Fresno Council of Governments Board Member and Alternate**
   b. **Five Cities**
   c. **San Joaquin Air Pollution**
   d. **SERSWC (Southeast Regional Solid Waste Commission)**
   e. **Orange Cove Oversight Board**

By Consensus Council approved the following appointments.

Fresno Council of Governments Board Member and Alternate
Mayor Victor P. Lopez Board Member and Mayor Pro Tem Diana Guerra Silva Alternate

Five Cities
Councilman Gilbert Garcia

San Joaquin Air Pollution
Councilwoman Minerva Pineda

SERSWC (Southeast Regional Solid Waste Commission)
Councilwoman Josie Pineda

Orange Cove Oversight Board
Mayor Victor P. Lopez

10. **SUBJECT:** Consideration and Discussion regarding the January 14, 2015 Regular Council Meeting

Recommendation: Council to consider whether to reschedule the regular City Council Meeting of January 14, 2015 due to possible lack of quorum

By Consensus Council cancelled the January 14, 2015 Council Meeting due to a lack of quorum.

F. City Manager's Report

City Manager presented to Council working with Fresno State on the Economic Development Strategic Plan.

G. Departments

1. Monthly Statistic Report by Police Chief Marty Rivera

Police Chief Marty Rivera presented the November 2014 Monthly Statistics Report.

H. City Attorney's Report

No report.

I. City Council Communications

Councilman Gilbert Garcia:
December 16, 2014 invited to do the invocation and national athem for the last meeting for Supervisor Judy Case.

Councilwoman Josie Cervantes:
No report.

Councilwoman Minerva Pineda:
No report.

Mayor Pro Tem Diana Guerra Silva:
Thanked the Events Committee and staff for organizing the Parade and Christmas Toy Give Away. Everything went smooth.

Mayor Victor P. Lopez:
Commend the Events Committee, David and Mario; and Council and staff for organizing and helping at the Christmas Parade and Christmas Toy Give Away. Congratulated Mrs. Lopez and Larry Nakamura for being the Grand Marshals.

J. Adjournment

Mayor Victor P. Lopez adjourned the City Council Meeting at 7:00 p.m.

RESPECTFULLY SUBMITTED:

_____

June V. Bracamontes, City Clerk

City of Orange Cove

PRESENTED TO COUNCIL:

DATE;_____

ACTION:_____

City of Orange Cove – Filter Backwash Disposal Project
Scope of Work, Fee & Schedule

A. BACKGROUND

The City of Orange Cove is located approximately 34 miles southeast of Fresno, within Fresno County. The City's population according to the 2010 US Census is approximately 9,078 people. On a yearly basis, water consumption averages about 1.5 Million gallons per day (MGD), with peak usage at about 2.5 MGD during summer months.

The City of Orange Cove has been awarded funding through the Department of Housing and Community Development Community Development Block Grant Program (12-CDBG-8403) for the following projects:

I. Water Treatment Plant Improvements

The City's Water Treatment Plant (WTP) consists of two separate Plants. Plant A consists of flocculation, gravity clarification, and media filtration. Plant B consists of two packaged upflow contact clarification and media filtration units. There are four filter cells in Plant A and two filter cells in Plant B. The treatment capacity of Plant A is 1,050 gpm (1.5 MGD) and the treatment capacity of Plant B is also 1,050 gpm (1.5 MGD). Treated water from Plant A and Plant B enters a clear well where chlorine is added for disinfection.

The filters at each of the Plants require daily backwashing to maintain and adequate flow through the system. Treated water is used to backwash the filters. The amount of water wasted from the system for flushing, backwashing and filter-to-waste is approximately 136,350 gpd.

Spent filter backwash water is currently discharged into an onsite basin. The basin has an overflow into the Orange Cove Drain that flows southwest through the City and ultimately discharges to the Alta Irrigation District East Main Canal. Solids that settle in the basin are periodically pumped into two unlined drying beds. Once the solids are dry, they are stockpiled and eventually hauled away.

On December 20, 2013 the City received a Notice of Violation from the Central Valley Regional Water Quality Control Board. The NOV indicates that the current discharge of backwash water to the Orange Cove Drain without Waste Discharge Requirements is unpermitted. The NOV required the City to submit a workplan describing the proposed modifications to the City's spent filter backwash water disposal practice and a report of waste discharge (RWD) to apply for waste discharge requirements or waiver thereof.

Due to severe drought conditions in California the City has imposed emergency water use restrictions. Since the City's sole source of water supply is surface water from the Friant-Kern Canal the drought conditions have added urgency to the search for ways to conserve or reuse water. Reclaiming the spent backwash water by blending it with raw water at a ratio of 1:10 will increase the overall efficiency of the WTP and reuse approximately 145 acre-ft of water (95 percent of total filter backwash water) that otherwise would be wasted.

This project will construct a spent filter backwash water reclaim system at the WTP. The backwash reclaim system will reduce the amount of wasted filter backwash and comply with NOV requirements.

II. Groundwater Testing and Well Drilling Study

Currently, the City of Orange Cove obtains its water from the Friant Kern Canal. Water from the Friant Kern Canal must be adequately treated to comply with Surface Water Treatment regulations. At the City's WTP, raw water is filtered and disinfected. The cost of surface water treatment is significantly higher than the cost to produce clean water from groundwater. The proposed groundwater testing study will seek to identify various locations throughout the City where a high quantity and quality of groundwater is available. The scope of work will include the following:

- Survey existing maps of City owned locations which may serve as a potential well locations;
- Drill 6" diameter test well to determine quantity and quality of groundwater;
- Geologist preparation of technical specifications and collect samples for laboratory analysis;
- Prepare technical report;

III. Wastewater Study

The proposed Wastewater Effluent Disposal Study will provide research and analysis for determining the location for a new treated effluent percolation/evaporation pond. The study will include the following key components:

- Geologist review of well logs and soil surveys to determine locations for percolation ponds.
- Evaluate feasibility of recycled water use within the City limits for non-potable uses.
- Prepare cost estimate for alternatives.

Currently, the City's WWTP capacity is limited on effluent disposal. The current effluent disposal ponds are constructed over a thick layer of compact clay that significantly reduces percolation. Effluent disposal relies on evaporation.

The study will also include a feasibility evaluation to recycle the treated effluent on nearby agricultural land. Upon completion of the proposed study, the City will have a completed report that identifies potential sites for a new effluent disposal pond and feasible disposal methods that can increase the City's WWTP disposal capacity. In addition, the final product will also include an engineer's cost estimate for construction of either a new effluent disposal pond or treatment upgrades required to increase the quality of the effluent.

B. SCOPE OF WORK

The following is a description of the Tasks provided in the Scope of Work:

Task I - Water Treatment Plant Improvements

Task I.a - Design

AMCE will prepare Construction Documents for the spent filter backwash water reclaim system. The following is a description of the improvements proposed at the City's WTP to implement a spent filter backwash water reclaim system:

- Spent backwash water Lift Station: spent filter backwash water will continue flowing into the existing basin. The basin will act as a wet well for two submersible pumps that will lift the spent filter backwash water into a new equalization/sedimentation tank. The basin will be pumped empty after each backwash.
- Chemical Feed System: polymer may need to be added to the spent filter backwash to aid in the clarification process. Polymer, if needed, will be injected before it enters the equalization/sedimentation tank. A polymer feed system and a static mixer will be provided at the inlet of the sedimentation tank. Polymer addition will be optional and the dosages will be determined through jar testing.
- Floating Decanter: within the equalization/sedimentation tank, spent filter backwash water will settle. The settling period typically ranges between 6 to 10 hours and will also be determined through jar testing. After the settling period, a floating decanter will begin decanting the clear supernatant.
- Reclaim Backwash Water Pump: a backwash recycle pump will pump clarified backwash water into the discharge manifold of the raw water pumps. Recycled water flows will not exceed the 1:10 ratio required by the Filter Backwash Recycle Rule.
- Sludge Mixing System: once a minimum level is reached in the sedimentation tank the backwash recycle pumps will stop. Accumulated solids at the bottom of the tank (sludge) will be mixed and pumped to two on-site drying beds.
- Sludge Dewatering Beds: the existing drying beds will be retrofitted with dewatering tiles to increase the rate of dewatering. Sludge will be conditioned (polymer feed) before entering the drying beds. After 48 to 72 hours of drying time, sludge will be removed and stockpiled onsite until final disposal.
- Emergency Bypass: for emergency purposes, a bypass line will be constructed under the Friant-Kern Canal into the raw water storage ponds. In the rare circumstance that spent filter backwash water volume exceeds the capacity of the backwash reclaim system capacity it will be pumped to the raw water storage ponds for final disposal.

Task I.b - Bidding

AMCE will attend a pre-bid conference with interested contractors to review the proposed project facilities and to respond to questions. AMCE will prepare a list of attendees to the pre-bid meeting and a list of questions asked during the conference. AMCE will prepare responses to the questions in writing and deliver them to attendees after review with the City.

If necessary, AMCE will prepare and deliver addenda to interested bidders after review by the City Engineer. AMCE will provide a copy of the Addenda to the City. AMCE will review and tabulate bid results. AMCE will provide the tabulation and our recommendation to the City of the lowest qualified bidder.

Task I.c - Construction

AMCE will provide construction support including attending a pre-construction conference with the Contractor prior to commencement of the work.

AMCE will also provide periodic visits to the site throughout the construction phase to observe the progress of the Contractor's executed work. Based on AMCE's observations, AMCE will determine if the work is proceeding in accordance with Contract Documents.

Task I.d - Startup

AMCE will assist City staff during startup and commissioning of the backwash reclaim system.

Task II - Groundwater Testing and Well Drilling Study

Task II.a - Siting Study

AMCE's subconsultant Kenneth Schmidt and Associates will review well logs in the vicinity of the City and determine the location of a water supply well. The investigation will recommend the location and depth of a test well. Estimated yields and water quality parameters will also be included in the evaluation.

Task II.b - Test Well

AMCE will prepare contract documents for the construction of a test well at the location recommended by KSA on Task II.a. KSA will provide the following hydrogeologic services associated with the test well:

- Attend pre-construction meeting
- Log drill cuttings
- Make field measurements
- Collect six airlifted water samples and three pumped samples
- Arrange and pay for laboratory analyses
- Conduct sieve analyses
- Interpret data and prepare letter report recommending design parameters of a supple well.

Task III - Wastewater Study

Task III.a - Percolation Pond Siting Study

AMCE, subconsultant KSA will review soil survey data and recommend the location for a percolation pond. AMCE will prepare opinions of probable construction cost for a new percolation pond.

Task III.b - Effluent Reclamation Alternatives

AMCE will evaluate feasible effluent reclamation alternatives that include beneficial reuse. AMCE will identify potential sites, and existing delivery infrastructure that could be utilized to convey treated effluent. AMCE will meet with local Irrigation Districts and interested parties to further explore the feasibility of effluent disposal. Opinions of probable construction costs will be prepared for each alternative.

Task III.c - Report Preparation

AMCE will prepare a Wastewater Study (Study) that describes the findings and conclusions of the percolation pond siting study, and an analysis of feasible effluent disposal alternatives.

C. FEE

An estimate of engineering labor hours and other reimbursable costs for the work described in the Scope of Work is presented at the end of this Exhibit A. The Project Budget shows a detailed estimate of the estimated effort required for each of the tasks. The estimate contains the hours by job classification, other direct costs (including expenses), and fully loaded hourly rates. Reimbursable or direct costs, which include duplication costs, mileage, fax, phone, computers, etc., are calculated at a rate of 8 percent of labor cost.

AMCE proposes to complete the tasks in the Scope of Work for a not to exceed fee of $150,750. The total fee will be invoiced monthly according to the hourly rates listed in the cost estimate.

D. SCHEDULE

The following table summarizes the estimated completion date for the various Tasks. The dates in the Table below assume receiving the City's Notice to Proceed on January 28th, 2015.

Task	Completion Date
Task I - Water Treatment Plant Improvements	
Task I.a - Design	March 2015
Task I.b - Bidding	April 2015
Task I.c - Construction	November 2015
Task I.d - Startup	December 2015
Task II - Groundwater Testing and Well Drilling Study	
Task II.a - Siting Study	March 2015
Task II.b - Test Well	June 2015
Task III - Wastewater Study	
Task III.a - Percolation Pond Siting Study	March 2015
Task III.b - Effluent Reclamation Alternatives	May 2015
Task III.c - Report Preparation	July 2015

CITY OF ORANGE COVE
2013 CDBG PROJECTS
BUDGET

	Project Manager	Principal Engineer	Senior Engineer	CADD Designer	Technical Typist	Total Hours	Labor Cost	Non-Labor Cost	Surveyor Crew	Geotechnical	Hydrogeologist	Total Cost
Task I - Water Treatment Plant Improvements												
Task I.a - Design	40	80	120	120	40	400	$35,800.00	$2,864.00	$4,500.00	$5,000.00	$0.00	$48,164.00
Task I.b - Bidding	4	12	40	4	4	64	$5,840.00	$467.20				$6,307.20
Task I.c - Construction	40	88	140	12	8	288	$28,760.00	$2,300.80				$31,060.80
Task I.d - Startup	4	8	16	0	0	28	$2,820.00	$225.60				$3,045.60
Subtotal Task I	**88**	**188**	**316**	**136**	**52**	**780**	**$73,220.00**	**$5,857.60**	**$4,500.00**	**$5,000.00**	**$0.00**	**$88,577.60**
Task II - Groundwater Testing and Well Drilling Study												
Task II.a - Siting Study	4					4	$500.00	$40.00			$4,375.00	$4,915.00
Task II.b - Test Well	4	32	40	16	4	96	$9,140.00	$731.20			$22,379.00	$32,250.20
Subtotal Task III	**8**	**32**	**40**	**16**	**4**	**100**	**$9,640.00**	**$771.20**	**$0.00**	**$0.00**	**$26,754.00**	**$37,165.20**
Task III - Wastewater Study												
Task III.a - Percolation Pond Siting Study	6	2	2	2	4	16	$1,510.00	$120.80			$3,815.00	$5,445.80
Task III.b - Effluent Reclamation Alternatives	6	24	32	8	4	74	$7,150.00	$572.00				$7,722.00
Task III.c - Report Preparation	6	32	60	14	4	116	$10,940.00	$875.20				$11,815.20
Subtotal Task III	**18**	**58**	**94**	**24**	**12**	**206**	**$19,600.00**	**$1,568.00**	**$0.00**	**$0.00**	**$3,815.00**	**$24,983.00**
Total	**114**	**278**	**450**	**176**	**68**	**1086**	**$102,460.00**	**$8,196.80**	**$4,500.00**	**$5,000.00**	**$30,569.00**	**$150,725.80**

Project Manager	$ 125.00	/hour
Principal Engineer	$ 120.00	/hour
Senior Engineer	$ 85.00	/hour
CADD Designer	$ 75.00	/hour
Technical Typist	$ 50.00	/hour

AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
TO THE CITY OF ORANGE COVE

This Agreement made and entered into this____ day of January 2015, between the **City of Orange Cove,** a municipal corporation of the State of California, hereinafter called **"CITY",** and **AM Consulting Engineers**, hereinafter called **"ENGINEER".**

WITNESSETH

WHEREAS, CITY published an RFQ on October 15, 2014 for engineering services for the following projects: Water Treatment Plant Improvements, Groundwater Testing and Drilling Study, and Wastewater Study hereinafter called "Project"; and

WHEREAS, CITY requires the services of a Professional Engineer for Project; and

WHEREAS, ENGINEER is a California corporation consisting of and employing engineers duly licensed by the State of California to perform the work contemplated by this Agreement; and

WHEREAS, ENGINEER has the required professional experience and expertise to perform the work contemplated by this Agreement.

NOW THEREFORE:
The parties hereto mutually agree as follows:

A. SERVICES OF ENGINEER:

CITY hereby retains ENGINEER to provide engineering services as set forth herein in connection with the PROJECT. Said work to be performed pursuant to this agreement is more particularly described in Scope of Work.

B. SCOPE OF WORK:

ENGINNER shall provide the professional services set forth in EXHIBIT A attached hereto and incorporated herein by reference. Exhibit A is titled "City of Orange Cove – Filter Backwash Disposal Project; Scope of Work, Fee & Schedule." ENGINEER accepts full responsibility for the scope of services provided by subcontractors necessary for delivery of the project. ENGINEER shall comply with all City of Orange Cove standards and requirements.

C. PROGRESS MEETINGS:

ENGINEER shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and ENGINEER to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall not exceed one per month during the course of the work during the

design of the Project. ENGINEER shall prepare brief minutes of such meetings and submit them to CITY for review and approval.

D. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

1. Provide a Project Director to work with ENGINEER;
2. Review all submittals timely;
3. Pay all fees for permits required by other governmental agencies in connection with the Project.
4. Provide City utility data and maps and monument information;
5. Provide copy of Title Reports and deeds as necessary;
6. Conduct any public meetings.
7. Pay all printing and noticing costs to advertise Project for bids.

E. COMPENSATION

CITY Agrees to compensate ENGINEER on an hourly basis for work performed with a not to exceed amount of $150,750(this will include both planning studies as well). The detailed Budget for this Project is part of Exhibit B.

It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services are included in the maximum basic fee.

F. CONFIDENTIAL INFORMATION AND OWNERSHIP OF DOCUMENTS

1. Any reports, information, or other data prepared or assembled by ENGINEER under this Agreement shall not be made available to any individual or organization by ENGINEER without the prior written approval of CITY. During the term of this Agreement, and thereafter, ENGINEER shall not, without the prior written consent of CITY, disclose to anyone any confidential information. The term "confidential information" for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All confidential information shall be and remain confidential and proprietary in CITY.

2. Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by ENGINEER pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement or default by ENGINEER. ENGINEER grants CITY a copyright license to use such drawings and writings. ENGINEER shall not use for purposes other than performance of this Agreement, nor shall ENGINEER release, reproduce, distribute, distribute, publish, adapt for future use or any other purposes, or otherwise use any data or other material first produced in the

performance of this Agreement, nor authorize others to do so without prior written permission of CITY.

3. This Section G shall survive expiration or termination of this Agreement.

G. PROFESSIONAL SKILL

It is further mutually understood and agreed by and between the parties hereto that inasmuch as ENGINEER represents to CITY that ENGINEER is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of ENGINEER to do and perform such services in a skillful manner and ENGINEER agrees to thus perform the services. Therefore, any acceptance of such services by CITY shall not operate as a release of ENGINEER from said professional standards.

H. LICENSES

Prior to execution of this Agreement by CITY, ENGINEER shall have provided evidence to CITY that ENGINEER is licensed to perform the services called for by this Agreement (or that no license is required). If ENGINEER should subcontract all or any portion of the work or services to be performed under this Agreement, ENGINEER shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

I. INDEMNIFICATION

1. To the furthest extent allowed by law, ENGINEER shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, claims and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of ENGINEER, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

2. ENGINEER agrees to reimburse CITY for any expenditures, including reasonable attorney fees, incurred in the defense against claims ultimately determined to be due to ENGINEER's negligent, or deliberately wrongful, acts, errors, or omissions in connection with the performance of this Agreement. Likewise, CITY agrees to reimburse ENGINEER for any expenditures, including reasonable attorney fees, incurred in the defense against claims ultimately determined to be due to CITY's negligent, or deliberately wrongful, acts, errors, or omissions in connection with the performance of this Agreement.

3. If ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, ENGINEER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of

its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

4. This section shall survive termination or expiration of this Agreement.

J. INSURANCE

1. Throughout the life of this Agreement, ENGINEER shall pay for and maintain in full force and effect all insurance as required in Exhibit "B".

2. If at any time during the life of the Agreement or any extension, ENGINEER or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to ENGINEER shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve ENGINEER of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

3. The fact that insurance is obtained by ENGINEER shall not be deemed to release or diminish the liability of ENGINEER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by ENGINEER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of ENGINEER, its principals, officers, agents, employees, persons under the supervision of ENGINEER, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

4. Upon request of CITY, ENGINEER shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

5. If ENGINEER should subcontract all or any portion of the services to be performed under this Agreement, ENGINEER shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with ENGINEER and CITY prior to the commencement of any services by the subcontractor.

K. CONFLICT OF INTEREST

ENGINEER and its officers, employees, contractors, subcontractors, and agents that perform work under this Agreement shall comply with federal and state conflict of interest laws, regulations and policies, and applicable provisions of CITY's Conflict of Interest Code.

L. INDEPENDENT CONTRACTOR

1. In the furnishing of the services provided for herein, ENGINEER is acting solely as an independent contractor. Neither ENGINEER, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which ENGINEER shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions thereof.

2. This Agreement does not evidence a partnership or joint venture between ENGINEER and CITY. ENGINEER shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, ENGINEER shall bear its own costs and expenses in pursuit thereof.

3. Because of its status as an independent contractor, ENGINEER and its officers, agents and employees shall have no right to employment rights and benefits available to CITY employees. ENGINEER shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, ENGINEER shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of ENGINEER's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, ENGINEER may be providing services to others unrelated to CITY or to this Agreement.

M. ASSIGNMENT

1. This Agreement is personal to ENGINEER and there shall be no assignment by ENGINEER of its rights or obligations under this Agreement without the prior written approval of CITY.

2. ENGINEER hereby agrees not to assign the payment of any monies due ENGINEER from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due ENGINEER directly to ENGINEER.

N. COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS

In providing the services required under this Agreement, ENGINEER shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. In particular, CITY will utilize federal funds provided by CDBG to implement this Project and requirements of funding source as set forth in EXHIBIT C titled Federal Overlay Requirements must be met. Exhibit C is attached and incorporated as part of this Agreement.

O. 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 a 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.

P. 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.

Q. EXHIBITS

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

R. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement, Exhibit or Attachment, or the terms and conditions of the body of shall control and take precedence over the terms and conditions expressed within the Exhibit, Attachment, or Agreement. Furthermore, any terms or conditions contained within any Exhibit, Attachment or Agreement 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.

EFFECTIVE DATE

This Agreement is effective as of the ____th day of January, 2015.

IN WITNESS WHEREOF, duly authorized representatives of the CITY and of the ENGINEER have executed this Agreement evidencing its issuance by CITY and acceptance by ENGINEER.

* * * * * * * * * * *

CITY

CITY OF ORANGE COVE

By_____

Samuel Escobar, City Manager

ENGINEER

AM Consulting Engineers

By_____

Alfonso Manrique, Principal

ATTEST:

_____

June Bracamontes, City Clerk

APPROVED AS TO FROM:

By_____

Hilda Cantú Montoy, City Attorney

EXHIBIT A

SCOPE OF WORK & PROPOSED FEE SCHEDULE

Exhibit B

INSURANCE REQUIREMENTS
AGREEMENT FOR PROFESSIONAL SERVICES

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto).

3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to ENGINEER'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

ENGINEER shall maintain limits of liability of not less than:

1. General Liability:

   $1,000,000 per occurrence for bodily injury and property damage
   $1,000,000 per occurrence for personal and advertising injury
   $2,000,000 aggregate for products and completed operations
   $4,000,000 general aggregate

2. Automobile Liability:

   $1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

   $1,000,000 each accident for bodily injury
   $1,000,000 disease each employee
   $1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

$1,000,000 per claim/occurrence
$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event ENGINEER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.

3. ENGINEER'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: ENGINEER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by ENGINEER.

2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, ENGINEER must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, ENGINEER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, ENGINEER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Management Authority.

Verification of Coverage

ENGINEER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by City Manager or her designee prior to ENGINEER'S execution of the Agreement and before work commences.

Exhibit C
Federal Overlay Requirements

Federal overlays for contracts funded in whole or in part with CDBG funds.

For this Exhibit, the term "contractor" is defined as a party to a signed contract.

FEDERAL TERMS AND CONDITIONS:
During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:
The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:
The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:
During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of

their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:
During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor with comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24,

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided,* That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the

proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):
Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:
Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):
Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part *5,* Construction contracts awarded by grantees and subgrantees in excess of $2000, and in excess of $2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:
All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:
The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:
Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):
The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.

6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: http://www.dot.ca.eov/hq/bep, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

AGREEMENT BETWEEN CITY OF ORANGE COVE AND THE BOYS AND GIRLS CLUB OF FRESNO COUNTY FOR USE OF CITY FACILITY

This AGREEMENT is made and entered on _____ by and between the CITY OF ORANGE COVE ("CITY") and Boys and Girls Club of Fresno County ("CLUB").

RECITALS

A. The CITY owns property at 1705 Anchor Avenue, Orange Cove, California 93646 known as Orange Cove Community Center" hereafter "FACILITY."

B. The City Council has determined that it is in the best interest of the City to have educational and recreational opportunities for children.

C. CLUB has personnel who are able to provide educational and recreational opportunities to CITY children at the FACILITY and CLUB is in need of a facility to provide those educational and recreational opportunities.

D. The CITY and CLUB would like to enter an AGREEMENT for the joint use of a CITY facility.

AGREEMENT

Based on the above-referenced recitals which are made part of this AGREEMENT, the parties agree as follows:

1. FACILITY. The CITY shall make the FACILITY available to CLUB between 3 p.m. and 5 p.m. Monday through Friday. The areas of FACILITY that may be used by CLUB are as follows: Orange Cove Community Center and including a classroom. The City Manager may authorize a change of hours in writing and with notice to City Council. CLUB may not use any other areas of FACILITY. The CITY will also use the FACILITY for city-related purposes.

2. USE OF FACILITY. CLUB shall use the FACILITY solely for educational and recreational services including but not limited to recreation activities, education, tutoring, health and life skills, Power Hour to do homework, arts and crafts, sports, and Character Development. CLUB shall furnish and equip the FACILITY as necessary for its use. CLUB shall not use FACILITY for any other purpose. The parties shall coordinate the opening and closing of FACILITY including designating respective staff to be responsible for security information and keys.

3. TERM AND TERMINATION. The term of this AGREEMENT shall be for one year (1) year. Either party may terminate the AGREEMENT with or without cause upon written thirty (30) days notice.

4. RENT. CLUB will not be required to pay any rent for use of the FACILITY.

5. MAINTENANCE AND REPAIR.

A. CITY shall maintain the FACILITY in good and safe condition. CLUB will be responsible to repair any damage arising from the negligence of CLUB or its invitees or employees. If CLUB notices any condition which could represent a safety hazard to occupants, employees, or the public it shall immediately notify the CITY.

B. CITY shall be responsible for the maintenance and repair of the FACILITY including roofing, air conditioning, windows, major plumbing and/or structural repairs. If CITY is unable to make the major repair due to CITY finances, the CITY may terminate the AGREEMENT.

6. COMPLIANCE WITH LAWS. CLUB shall comply with all city, state, and federal laws, regulations, and requirements pertaining to the FACILITY and pertaining to working with children. CLUB, to the extent required by law shall ensure that each of its employees, agents, and volunteers having direct contact with minors immediately submit, or in the case of a new employee, volunteer, or agent, to submit on or before the first day of his or her have submitted to fingerprint and background checks and been approved by the Boys and Girls Club of Fresno County.

7. INDEMNIFICATION.

A. CITY shall indemnify, save and hold harmless CLUB, its officials, officers, agents, employees, and volunteers against any and all claims, cause of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to FACILITY, resulting from negligent acts or omissions of CITY, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event of any such claim is made, or suit filed, CLUB shall give CITY prompt written notice thereof, and CITY shall have the right to defend or settle the same.

B. CLUB shall indemnify, save and hold harmless CITY, its officials, officers, agents, employees, and volunteers against any and all claims, causes of action, liability, suits, judgments and expenses, including reasonable attorneys' fees and costs, for death or injury to persons, or loss of or damage to FACILITY, resulting from negligent acts or omissions of CLUB, its officials, officers, agents, employees or volunteers in the performance of this AGREEMENT. In the event any such claim is made, or suit filed, CITY shall give CLUB prompt written notice thereof, and CLUB shall have the right to defend or settle the same.

8. DISCLAIMER OF CONDITION OF FACILITY. CITY makes no warranty or representation of any kind concerning the FACILITY or the fitness of FACILITY for CLUB's intended use. CLUB has inspected the FACILITY, knows and accepts its condition, waives any implied or express indemnity against CITY.

9. INSURANCE. CLUB shall procure and maintain, at its sole cost for the duration of the AGREEMENT, insurance against claims for injuries to persons or damages to FACILITY which may arise from or in connection with CLUB's operations and use of the leased

FACILITY. CITY shall be named as additional insured. CLUB may at its sole cost maintain casualty insurance against loss, theft, or vandalism of its furniture, fixtures, and equipment.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

i. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01).

ii. Workers' compensation insurance as required by the State of California and Employer's Liability Insurance (for Lessees with employees).

iii. FACILITY insurance against all risks of loss to any tenant improvements or betterments.

B. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

i.	General Liability: (including operations, products and completed operations	$1,000,000.00	Per occurrence for bodily injury, Personal injury and FACILITY damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
ii.	Employer's Liability	$1,000,000.00	Per accident for bodily injury or disease.
iii.	FACILITY Insurance	Full replacement cost with no coinsurance penalty provision.	

10. MISCELLANEOUS PROVISIONS.

A. This AGREEMENT shall be binding upon the successors of the parties hereto.

B. This AGREEMENT may be amended only in writing duly approved and signed by both parties.

C. CLUB, to the extent required by law including but not limited to Education Code Section 10911.5 shall ensure that each of its employees having direct contact with minors to immediately submit, or in the case of a new employee, to submit on or before the first day of his or her employment, one set of fingerprints to the Department of Justice.

D. 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, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested addressed to the party to which notice is to be given at the party's address set forth in the

signature page of this AGREEMENT or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

E. The waiver by either party of a breach by the other of any provision of this AGREEMENT shall not constitute a continuing waiver or a 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. Wavier of any one provision herein shall not be deemed to be a waiver of any other provision herein.

F. If either party commences litigation against the other for breach of this AGREEMENT, the prevailing party shall be entitled to attorneys' fees.

G. 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 this Agreement shall be Fresno County, California.

CITY OF ORANGE COVE

_____
Victor P. Lopez, Mayor

Date: _____

ATTEST:

_____
June Bracamontes, City Clerk

BOYS AND GIRLS CLUB OF FRESNO COUNTY

_____
Diane Carbray, Executive Director

Date: _____

CITY OF ORANGE COVE POLICE DEPARTMENT
KINGS CANYON UNIFIED SCHOOL DISTRICT
(the DISTRICT)

This shall serve as an agreement by and between the City of Orange Cove Police Department and the DISTRICT for substance awareness and detection services for the period of January 2015 through June 2017.

It is understood that the DISTRICT has established and communicated a policy clearly defining contraband as all drugs of abuse (in the broadest terms), alcoholic beverages, firearms and ammunition, prescription and over-the-counter medication, and that this policy has been disseminated to all campus locations. Violations are considered inimical to the welfare of students and contrary to the DISTRICT'S desire to foster an atmosphere conducive to safety and education.

City of Orange Cove Police Department shall provide contraband inspection services utilizing non-aggressive contraband detection canines. Such inspections may be conducted on an unannounced basis under the auspices and direction of the DISTRCIT administration with the City of Orange Cove Police Department acting as an agent of the DISTRICT while conducting such inspections. Communal areas, lockers, gym areas, parking lots (automobiles), grounds, and other select areas as directed by DISTRICT officials, shall be subject to inspection. Contraband detected on DISTRICT properly is the responsibility of the DISTRICT.

City of Orange Cove Police Department policy precludes the use of detection canines to "sniff" individuals under any circumstances.

City of Orange Cove Police Department agrees to provide up to 15 partial day visits for each year of the contract period. The DISTRICT may increase the total number of visits by notifying City of Orange Cove Police Department in writing. Each visit will be $250/visit. City of Orange Cove Police Department will invoice for service on a monthly basis as the conclusion of the service month. The DISTRICT agrees to pay for services within thirty (30) days of receipt of such invoice.

City of Orange Cove Police Department will schedule DISTRICT visits in conjunction with days designated by the DISTRICT as appropriate for visits. DISTRICT will provide a school calendar with inappropriate dates for service noted. This calendar will serve as an addendum to the Agreement. All other dates will be considered acceptable for visits. Service will NOT be scheduled until the calendar is received.

City of Orange Cove Police Department is licensed and registered by the U.S. Department of Justice, Drug Enforcement Administration, and regional regulatory agencies as required. Detection canines are certified as reliable by the National Narcotic Detector Dog Association or equivalent independent agency. All employees are registered with the Department of Justice in accordance with California Education Code requirements.

CITY OF ORANGE COVE	KINGS CANYON UNIFIED SCHOOL DISTRICT
_____	_____
Samuel A. Escobar, City Manager	Juan Garza Superintendent
DATE:_____	DATE_____

For the Meeting of: January 28, 2015

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Gary D. Horn, City Engineer

Subject: Approval of Application for 2014 Water-Energy Grant Program

Attachments: Resolution

RECOMMENDATION:

Council adopt the attached resolution approving the submittal of an application to the California Department of Water Resources for the 2014 Water-Energy Grant Program.

EXECUTIVE SUMMARY:

The State has made $19 million available to local agencies for projects that will: 1) Reduce greenhouse gas emissions, 2) Reduce water use and 3) Reduce energy use. Applications by Disadvantaged Communities are given preference. Staff is proposing to submit a project that will have two components: 1) Rebate program for the replacement of shower heads and toilets with low-flow fixtures, and repair of leaking faucets and 2) Replace motors at the Water Treatment Plant with new energy-efficient models and installation of energy saving variable frequency drive equipment.

BACKGROUND:

The State of California through the Department of Water Resources is receiving applications for the 2014 Water-Energy Grant Program. The projects must accomplish three objectives:

1. Reduce greenhouse gas emissions.
2. Reduce Water Use.
3. Reduce Energy Use.

Applications from Disadvantaged communities will receive preferential consideration and 50% of the grant funding is targeted to projects that will benefit such a community. Orange Cove qualifies as a Disadvantaged Community.

Prepared by: G Horn Approved by: [signature]

REVIEW: City Manager: SE 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: _____

We propose to submit an application that will be composed of two parts:

1. **Rebate program for the replacement of shower heads and toilets with low-flow fixtures, and repair of leaking faucets.**
   Eligible homeowners will contract with a licensed contractor to make the improvements or repairs and then be reimbursed by the City. Eligibility will be determined by an inspection of the existing fixtures to verify that they are not current water-saving devices. There will be no income eligibility requirements. The rebate program will remove the City from the construction work requirement for prevailing wages and liability for the quality of the work. Rebates will be offered for 100% of the cost up to set values for each type of repair. We estimate 250 households will participate at an estimated cost of $1,000 each for a total of $250,000.

2. **Replace motors on the booster pumps at the Water Treatment Plant with new high-efficiency models that are controlled by variable frequency drives (VFD).**
   There are three motors that power the boosters which pump water from the storage tank into the city distribution system. The motors range in size from 30 to 75 hp and are about 20 yrs old. The current motors start and stop as needed. Each motor start draws high current and therefore more energy. A VFD allows motors to start slowly and adjust their speed while running to meet the pressure demands of the system. Since the motors run at variable frequencies, other than 60 cycles per second, they need better insulation and other protections to prolong their life. The estimated cost of the motor replacement and VFD installation is $410,000.

The total project cost is $ 660,000.

The rebate portion of the project will save water and energy by reducing water use and waste. The motor and VFD part of the project will save energy. Greenhouse gas emissions will be reduced since some of our electricity is generated by burning fossil fuels.

The applications for the grant were due December 12, 2014. Due to Thanksgiving and Christmas holidays and the recent election of new council members, we were not able to present this item to the Council prior to the deadline.

REASON FOR RECOMMENDATION:

We believe that the City of Orange Cove can score well and staff applied for the 2014 Water-Energy Grant Program. Preliminary results of the applications are due out in March.

FISCAL IMPACT:

No matching funds are required.

ALTERNATIVES:

The Council may wish to withdraw the application

ACTIONS FOLLOWING APPROVAL:

The application for the 2014 Water-Energy Program will be monitored.

CONFLICT OF INTEREST: None.

RESOLUTION NO. 2015-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING APPLICATION FOR 2014 WATER-ENEREGY GRANT FROM THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

WHEREAS, the State of California through its Department of Water Resources has made grant funds available to communities for the 2014 Water-Energy Grant ; and

WHEREAS, applications are required to describe the proposed project, verify eligibility and demonstrate water and energy savings and reduction of greenhouse gases; and

WHEREAS, the City Council has received a report from the City Engineer describing the proposed 2014 Orange Cove Water-Energy Efficiency Project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Orange Cove that application be made to the California Department of Water Resources to obtain a 2014 Water-Energy Grant pursuant to Senate Bill No. 103 Section 11 (2013-20104 Regular Session), and to enter into an agreement to receive a grant for the 2014 Orange Cove Water-Energy Efficiency Project. The City Manager of the City of Orange Cove, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any amendment thereto, with California Department of Water Resources.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 28th day of January, 2015, and passed at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

_____
Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

_____
June Bracamontes, City Clerk

_____
Hilda Cantu Montoy, City Attorney

14-308\ resolution

For the Meeting of: January 28, 2015

CITY OF ORANGE COVE
REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Gary D. Horn, City Engineer

Subject: Memorandum of Understanding
Groundwater Sustainability Agency

Attachments: Resolution and MOU

RECOMMENDATION:

Council adopt the attached resolution approving the Memorandum of Understanding (MOU) regarding the formation of a Groundwater Sustainability Agency (GSA) with other interested parties.

EXECUTIVE SUMMARY:

The Governor signed legislation that requires that each hydrologic basin address groundwater sustainability by creating a local agency to implement: Conservation, Water recycling, Expanded storage, Safe Drinking Water, Wetlands and Watershed protection.

This MOU expresses the City's interest in forming a GSA sub-basin lying east of the Kings River.

BACKGROUND:

Last year the Governor signed SB 1319, SB 1168 and AB 1739 collectively called the "Sustainable Groundwater Management Act. The law requires the formation of GSA for each hydrologic basin. The City of Orange Cove lies within the Kings River Basin that covers a large part of Fresno County and northern sections of Kings and Tulare Counties.

A group of cities, irrigation districts and other interested parties would like to form a smaller GSA that can address the unique groundwater conditions for the area lying east of the Kings River. Those entities include: Alta Irrigation District, Orange Cove Irrigation District, Hills Valley Irrigation

Prepared by: Gary Horn Approved by: _____

REVIEW: City Manager: SC 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: _____

District, Tri Valley Water District, Kings River Water District, Fresno County, Tulare County, Fresno and Tulare Farm Bureaus, City of Reedley, City of Dinuba and CA Citrus Mutual.

If a local agency is not formed by June 2017 then the State will take control. The local GSA will start with a MOU and may move to a form a special district. If no local GSA is formed, then the County of Fresno will be the default GSA.

The State has listed the following powers and authority of a GSA:

- Develop a groundwater sustainability plan
- Fee authority
- Registration of extraction facility (discretionary)
- Water measurement device paid for by user of groundwater (discretionary)
- Annual statement of diversion (discretionary)
- Extractions as a basis for fees
- Service fees based on extraction of groundwater are to be used to implement the plan shall be based on subdivision (a) and (b) of Section 6 of Article XIII D of the California Constitution. (Prop. 218)
- Authorized to impose regulatory fees, i.e., permit fees, extractions, or as regulated activities, to fund preparation and enforcement of the plan following public hearings. (Prop. 26)
- Monitor, Compliance and Enforcement
- Excess unauthorized extraction subject to a civil penalty not to exceed $500/AF
- Any rule, regulation, ordinance or resolution violation subject to civil penalty not to exceed $1,000 plus $100 per day
- Appropriate and acquire surface water or groundwater
- Water exchanges
- Transport, reclaim, purify, treat or otherwise manage polluted water, wastewater
- Impose spacing requirements on new groundwater well construction
- Control groundwater extractions
- Request that the county forward permit requests for new well construction prior to action being taken

REASON FOR RECOMMENDATION:

Even though the City does not now have any groundwater wells I think it is important for us to be part of this group. I can imagine that future state funding for water projects would require that the city be part of a GSA. The GSA will also allow us to work more closely with neighboring groups for mutually beneficial water projects.

FISCAL IMPACT:

Staff time will be required for meetings

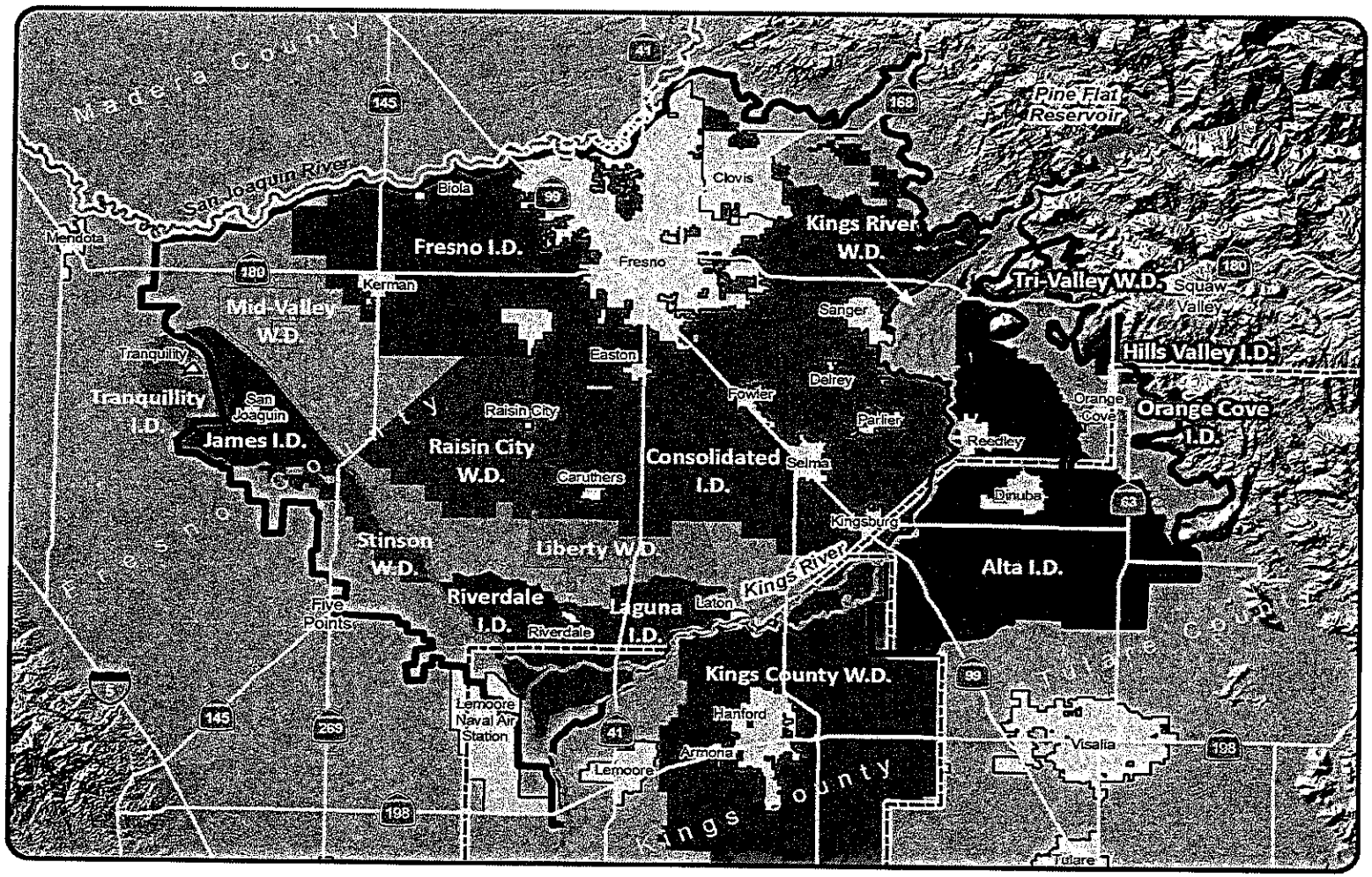
ALTERNATIVES:

The Council may wish to not pursue belonging to the proposed GSA for the area lying east of the Kings River.

ACTIONS FOLLOWING APPROVAL:

Staff will forward the approved resolution to the Alta Irrigation District.

CONFLICT OF INTEREST: None



MAP OF THE KINGS RIVER SUB-BASIN

RESOLUTION NO. 2015-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN INTERESTED PARTIES DESIRING TO FORM A GROUNDWATER SUSTANIABILITY AGENCY AND ESTABLISH A NEW SUB-BASIN

WHEREAS, Senate Bills 1319 and 1168, and Assembly Bill 1739, collectively, the "Sustainable Groundwater Management Act" (GSMA) were signed by Governor Brown on September 16, 2014; and

WHERAS, there are statutory deadlines for compliance with the GSMA in regards to the evaluating and implementing a Groundwater Sustainability Plan (GSP) and Groundwater Sustainability Agencies (GSAs) need to be identified and established for each basin and sub basin, among other requirements; and

WHEREAS,; several Interested Parties desire to formalize their intent to meet, review, analyze and determine the willingness among the Interested Parties to form a GSA to administer and implement a GSP in a new sub-basin east of the Kings River; and

WHEREAS, the Interested Parties desire to formalize their intent to meet, review, analyze and determine if there is a willingness among the Interested Parties to petition the Department of Water Resources to designate a new sub-basin generally east of the Kings River; and

WHEREAS, the City Council has received a report from the City Engineer recommending the adoption of a Memorandum of Understanding as shown in Exhibit A stating the desire of the City of Orange Cove to join with other neighboring Interested Parties to form a GSA.

NOW, THEREFORE BE IT RESOLVED that the Memorandum of Understanding as shown in Exhibit A is hereby approved and the City Manager is authorized to sign the Memorandum on behalf of the City of Orange Cove.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 28th day of December, 2015, 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

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
INTERESTED PARTIES DESIRING TO CONSIDER FORMING
A GROUNDWATER SUSTAINABILITY AGENCY
AND ESTABLISHING A NEW SUB-BASIN

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into on this ____ day of _____, 201__ (the "Effective Date"), by and between Interested Parties desiring to consider forming a groundwater sustainability agency ("GSA"). The parties whose names and authorized signatures appear below are each an "Interested Party," and may be collectively referred to herein as "Interested Parties."

RECITALS

A. WHEREAS, Senate Bills 1319 and 1168, and Assembly Bill 1739, collectively, the "Sustainable Groundwater Management Act" were signed by Governor Brown on September 16, 2014; and

B. WHEREAS, the Sustainable Groundwater Management Act ("SGMA") sets statutory deadlines for compliance with the SGMA as follows: by January 31, 2015, the Department of Water Resources ("DWR") shall declare the initial priority for each basin or sub basin; by January 1, 2016, DWR shall adopt regulations to revise basin boundaries; by June 1, 2016, DWR shall develop rules for evaluating and implementing a groundwater sustainability plan ("GSP"); by June 30, 2017, GSAs need to be identified and established for each basin and sub basin; and by January 1, 2020, the GSAs covering high and medium priority basins and sub basins need to manage those basins through a GSP; and

C. WHEREAS, the Interested Parties desire to formalize their intent to meet, review, analyze and determine if there is a willingness among the Interested Parties to petition DWR to designate a new sub basin generally east of the Kings River; and

D. WHEREAS, the Interested Parties desire to formalize their intent to meet, review, analyze and determine the willingness among the Interested Parties to form a GSA to administer and implement a GSP in a new sub basin east of the Kings River; and

E. WHEREAS, the following parties are Interested Parties: City of Reedley, Orange Cove Irrigation District and Alta Irrigation District; and

F. WHEREAS, it is understood that there may be other Interested Parties who will become part of this Memorandum of Understanding.

NOW, THEREFORE, in consideration of the recitals set forth above, which are incorporated herein by this reference, and the mutual covenants and undertakings set forth herein, the mutual receipt and sufficiency of which is hereby acknowledged, the Interested Parties agree as follows:

Name: ORANGE COVE IRRIGATION DISTRICT

By:_____

Title:_____

Date:_____

Name: ALTA IRRIGATION DISTRICT

By:_____

Title:_____

Date:_____

For the Meeting of: January 28, 2015

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 WWTP Sludge Removal Project.

Attachments: Resolution

RECOMMENDATION:

We recommend that the Council adopt the attached resolution accepting the work for the Wastewater Treatment Plant (WWTP) Sludge Removal Project and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Mass X, Inc. has completed the work required for the WWTP Sludge Removal Project. The work has been inspected by Public Works Staff and found to be in compliance with the plans and specifications.

BACKGROUND:

The WWTP Sludge Removal Project removed sludge that had accumulated in the Manning Disposal Pond at the WWTP. The pond first needed to be dried out to allow equipment to load and haul the sludge out of the basin. The material was tested and found not to be toxic for land application.

The project was originally bid with the requirement to remove not only the piles of sludge that had been placed in the basin many years ago, but also the 2 to 3 inches of sludge that had accumulated on the bottom of the pond. The Regional Board would not allow us to remove such a large quantity, so the project was called back to remove only the piles, which the Regional

Prepared by: Gary Horn Approved by: _____

REVIEW: City Manager: DE 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: _____

Board was requiring. The total cost of the project was $42, 629. A negative change order for the amount of $43,800 was issued due to the elimination of the excavation of a portion of the sludge.

REASON FOR RECOMMENDATION:

The Council must accept the project 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 Fund 61 Sewer Operations.

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.

RESOLUTION NO. 2015-04

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING FINAL ACCEPTANCE AND NOTICE OF COMPLETION FOR WWTP SLUDGE REMOVAL PROJECT

WHEREAS, Mass X, Inc. has completed the work for the Wastewater Treatment Plant (WWTP) Sludge Removal Project 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 WWTP Sludge Removal Project 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 WWTP Sludge Removal Project 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 _28th__ day of January, 2015, and passed at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

_____
Gabriel Jimenez, Mayor

ATTEST:

_____
June Bracamontes, City Clerk

10-144\Resolution No. 2015-04 WWTP Sludge Removal Project.docx

CITY OF ORANGE COVE
SUMMARY OF CASH AND INVESTMENTS
(UNAUDITED)
AUGUST 31, 2014

	Per GL			Per Bank	(Short)/Over
	Restricted	Unrestricted	Total		
Accounts:					
Operating Cash Account (Pooled)	$ 258,595	$ (245,831)	$ 12,764	$ 108,888	$ (245,831)
Investment Account -LAIF (Pooled)	1,321,085	2,743,100	4,064,185	4,064,185	$ -
Money Market Account (General Fund)	-	85,048	85,048	35,048	$ -
Total Cash and Investments	1,579,680	2,582,316	4,161,996	4,208,121	
Accounts held with trustee:					
1995 Water Bonds (Water Fund)	21,900	-	21,900	21,900	$ -
2004 Tax Allocation Bond (Successor Agency)	1,151,946	-	1,151,946	1,151,946	$ -
Total cash with fiscal agent	1,173,846	-	1,173,846	1,173,846	
			-		
GRAND TOTAL	$ 2,753,527	$ 2,582,316	$ 5,335,843	$ 5,381,967	

Prepared by Finance Department

CITY OF ORANGE COVE
BREAKDOWN OF OPERATING ACCOUNT
(UNAUDITED)
AUGUST 31, 2014

Operating Cash Account (Pooled):		
General	$	(245,831)
Local Transportation		217,439
Low Mod		56,244
Housing		(253,686)
Daycare		47,887
Water		(858,705)
Sewer		878,354
Disposal		56,305
Other governmental funds		114,757
Total	$	12,764

Prepared by Finance Department

CITY OF ORANGE COVE
BREAKDOWN OF LAIF ACCOUNT
(UNAUDITED)
AUGUST 31, 2014

General (Unrestricted)	$ 2,743,100	67%
Local Transportation	127,040	3%
Low Mod	4,685	0%
Housing	8,702	0%
Water (Restricted)	16,379	0%
Sewer (Restricted)	777,005	19%
Other Restricted Funds	387,275	10%
	$ 4,064,185	100%

Prepared by Finance Department

CITY OF ORANGE COVE
SUMMARY OF CASH AND INVESTMENTS
(UNAUDITED)
SEPTEMBER 30, 2014

	Per GL			Per Bank	(Short)/Over
	Restricted	Unrestricted	Total		
Accounts:					
Operating Cash Account (Pooled)	$ 260,081	$ (118,614)	$ 141,467	$ 307,630	$ (118,614)
Investment Account -LAIF (Pooled)	1,321,085	2,543,100	3,864,185	3,864,159	$ -
Money Market Account (General Fund)	-	35,048	35,048	35,048	$ -
Total Cash and Investments	1,581,166	2,459,534	4,040,700	4,206,837	
Accounts held with trustee:					
1995 Water Bonds (Water Fund)	26,033	-	26,033	26,033	$ -
2004 Tax Allocation Bond (Successor Agency)	5,513,562	-	5,513,562	5,513,562	$ -
Total cash with fiscal agent	5,539,595	-	5,539,595	5,539,595	
			-		
GRAND TOTAL	$ 7,120,761	$ 2,459,534	$ 9,580,295	$ 9,746,432	

Prepared by Finance Department

CITY OF ORANGE COVE
BREAKDOWN OF OPERATING ACCOUNT
(UNAUDITED)
SEPTEMBER 30, 2014

Operating Cash Account (Pooled):		
General	$	(118,614)
Local Transportation		210,799
Low Mod		56,244
Housing		(146,637)
Daycare		84,579
Water		(873,372)
Sewer		862,993
Disposal		63,374
Other governmental funds		2,102
Total	$	141,467

Prepared by Finance Department

CITY OF ORANGE COVE
BREAKDOWN OF LAIF ACCOUNT
(UNAUDITED)
SEPTEMBER 30, 2014

General (Unrestricted)	$ 2,543,100	66%
Local Transportation	127,040	3%
Low Mod	4,685	0%
Housing	8,702	0%
Water (Restricted)	16,379	0%
Sewer (Restricted)	777,005	20%
Other Restricted Funds	387,275	10%
	$ 3,864,185	100%

Prepared by Finance Department

BALANCE SHEET - GOVERNMENTAL FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2014

	General	Local Transportation	Low-Moderate Housing Asset	Housing Grant	Day Care	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash and investments	$ 2,433,689	$ 337,839	$ 60,929	$ (137,935)	$ 84,579	$ 494,712	$ 3,273,813
Accounts receivable	451	-	-	-	-	-	451
Interest receivable	-	-	128,237	39,600	-	-	167,837
Due from other governments	-	309,565	-	83,433	-	324,741	717,739
Due from other funds	-	-	-	-	-	-	-
Notes receivable	-	-	303,504	1,529,957	-	35,803	1,869,264
Land held for resale	376,000	-	-	-	-	599,986	975,986
Total assets	$ 2,810,140	$ 647,404	$ 492,670	$ 1,515,055	$ 84,579	$ 1,455,242	$ 7,005,090
LIABILITIES							
Accounts payable and accrued expenses	$ 2,204	$ 5,616	$ -	$ -	$ -	$ 21,760	$ 29,580
Due to other funds	-	-	-	-	-	-	-
Unearned revenues	-	-	-	-	47,189	-	47,189
Total liabilities	2,204	5,616	-	-	47,189	21,760	76,769
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenues	-	-	403,237	1,569,557	-	-	1,972,794
Total deferred inflows of resources	-	-	403,237	1,569,557	-	-	1,972,794
FUND BALANCE							
Nonspendable:							
Notes receivables	-	-	-	-	-	35,803	35,803
Land held for resale	376,000	-	-	-	-	599,986	975,986
Restricted:							
Low-income housing activities	-	-	89,433	(54,502)	-	-	34,931
Circulation improvements	-	641,788	-	-	-	338,866	980,654
Capital improvement projects	-	-	-	-	-	438,335	438,335
Debt service	-	-	-	-	-	251,440	251,440
Unassigned	2,431,936	-	-	-	37,390	(230,948)	2,238,378
Total fund balance	2,807,936	641,788	89,433	(54,502)	37,390	1,433,482	4,955,527
Total liabilities, deferred inflows of resources, and fund balance	$ 2,810,140	$ 647,404	$ 492,670	$ 1,515,055	$ 84,579	$ 1,455,242	$ 7,005,090

CITY OF ORANGE COVE
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FIND BALANCE- GOVERNMENTAL FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2014

	General	Local Transportation	Low-Moderate Housing Asset	Housing Grant	Daycare	Other Governmental Funds	Total Governmental Funds
Revenues							
Taxes	$ 75,923	$ -	$ -	$ -	$ -	$ -	$ 75,923
Intergovernmental	(14,733)	-	-	-	330,391	329,650	645,308
Charges for service	8,285	-	-	-	-	-	8,285
Licenses, permits and impact fees	39,569	-	-	-	-	4,880	44,449
Interest and rent	13,896	-	-	-	-	2	13,898
Other	11,284	-	-	-	-	-	11,284
Total revenues	134,224	-	-	-	330,391	334,532	799,147
Expenditures							
Current:							
General government	83,628	-	-	-	-	-	83,628
Public safety	366,735	-	-	-	-	-	366,735
Public works	48,129	-	-	-	-	-	48,129
Streets	-	13,562	-	-	-	526,484	540,046
Planning and development	17,560	-	-	60,816	-	-	78,376
Parks and recreation	63,999	-	-	-	-	-	63,999
Day care	-	-	-	-	293,001	-	293,001
Capital outlay	12,750	-	-	-	-	-	12,750
Debt service:							
Principal	-	-	-	-	-	58,000	58,000
Interest and other charges	-	-	-	-	-	36,725	36,725
Total expenditures	592,801	13,562	-	60,816	293,001	621,209	1,581,389
Revenue over/(under) expenditures	(458,577)	(13,562)	-	(60,816)	37,390	(286,677)	(782,242)
Other Financing Sources/(Uses)							
Transfers in/(out) - net	-	-	-	-	-	-	-
Total other financing sources/(uses)	-	-	-	-	-	-	-
Change in Fund Balance	(458,577)	(13,562)	-	(60,816)	37,390	(286,677)	(782,242)
Fund Balance							
Beginning of year	3,266,513	655,350	89,433	6,314	-	1,720,159	5,737,769
End of year	$ 2,807,936	$ 641,788	$ 89,433	$ (54,502)	$ 37,390	$ 1,433,482	$ 4,955,527

CITY OF ORANGE COVE
STATEMENT OF NET POSITION- PROPRIETARY FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2014

	Business-Type Activities - Enterprise Funds			
	Water	Sewer	Disposal	Total Business-Type Funds
ASSETS				
Current assets				
Cash and investments	$ (830,961)	$ 1,639,997	$ 63,374	$ 872,410
Accounts receivable	136,657	77,388	56,369	270,414
Interest receivable	-	-	-	-
Total current assets	(694,304)	1,717,385	119,743	1,142,824
Non-current assets				
Property, plant and equipment (net of allowances for depreciation)	6,000,141	10,705,760	-	16,705,901
Total noncurrent assets	6,000,141	10,705,760	-	16,705,901
Total assets	5,305,837	12,423,145	119,743	17,848,725
LIABILITIES				
Current liabilities				
Accounts payable and accrued expenses	1,582	-	-	1,582
Accrued interest	15,326	-	-	15,326
Deposits	32,215	-	-	32,215
Compensated absences	38,392	34,026	-	72,418
Due to other funds	-	-	-	-
Current portion of long-term debt	-	-	-	-
Total current liabilities	87,515	34,026	-	121,541
Non-current liabilities				
Long -term debt	1,500,916	175,676	-	1,676,592
Total liabilities	1,588,431	209,702	-	1,798,133
NET POSITION				
Net investment in capital assets	4,499,225	10,530,084	-	15,029,309
Restricted for debt services	26,033	-	-	26,033
Unrestricted	(807,852)	1,683,361	119,743	995,252
Total net position	$ 3,717,406	$ 12,213,445	$ 119,743	$ 16,050,594

CITY OF ORANGE COVE
STATEMENT OF REVENUE, EXPRESS, AND CHANGES IN FUND NET POSITION
PROPRIETY FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2014

	Business-Type Activities - Enterprise Funds			
	Water	Sewer	Disposal	Total Business-Type Funds
Operating Revenue				
Charges for service	$ 292,565	$ 174,443	$ 140,955	$ 607,963
Connection fees	768	-	-	768
Total operating revenue	293,333	174,443	140,955	608,731
Operating Expense				
Contractual service and utilities	268,212	74,616	79,799	422,627
Personnel	93,256	86,404	-	179,660
Supplies and materials	14,666	6,076	140	20,882
Depreciation expense	-	-	-	-
Total operating expense	376,134	167,096	79,939	623,169
Operating income/(loss)	(82,801)	7,347	61,016	(14,438)
Nonoperating Revenue/(Expense)				
Intergovernmental	-	-	5,000	5,000
Development impact fees	3,348	6,528	-	9,876
Interest income	2	-	-	2
Interest expense	(19,481)	-	-	(19,481)
Total nonoperating revenue/(expense)	(16,131)	6,528	5,000	(4,603)
Net income/(loss) before transfers	(98,932)	13,875	66,016	(19,041)
Operating Transfers In/(Out)	-	-	1	1
Changes in Net Position	(98,932)	13,875	66,017	(19,040)
Net Position				
Beginning of year	3,816,338	12,199,570	53,726	16,069,634
End of the year	$ 3,717,406	$ 12,213,445	$ 119,743	$ 16,050,594

CITY OF ORANGE COVE
COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2014

	General Debt Service	Gas Tax	Streets Project	Community Development	Development Impact Fees	Measure C	Total Non-major Governmental Funds
ASSETS							
Cash and investments	$ 251,440	$ 278,356	$ (220,649)	$ (94,934)	$ 214,633	$ 65,866	$ 494,712
Interest receivable	-	-	-	-	-	-	-
Due from other governments	-	-	-	324,741	-	-	324,741
Notes receivable	-	-	-	35,803	-	-	35,803
Land held for resale	-	-	-	599,986	-	-	599,986
Total assets	$ 251,440	$ 278,356	$ (220,649)	$ 865,596	$ 214,633	$ 65,866	$ 1,455,242
LIABILITIES AND FUND BALANCE							
Liabilities:							
Accounts payable and accrued expenses	$ -	$ -	$ 10,299	$ -	$ 6,105	$ 5,356	$ 21,760
Due to other funds	-	-	-	-	-	-	-
Total liabilities	-	-	10,299	-	6,105	5,356	21,760
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
Fund Balance							
Nonspendable:							
Notes receivable	-	-	-	35,803	-	-	35,803
Land held for resale	-	-	-	599,986	-	-	599,986
Restricted:							
Circulation improvements	-	278,356	-	-	-	60,510	338,866
Capital improvement projects	-	-	-	229,807	208,528	-	438,335
Debt service	251,440	-	-	-	-	-	251,440
Unassigned	-	-	(230,948)	-	-	-	(230,948)
Total fund balance	251,440	278,356	(230,948)	865,596	208,528	60,510	1,433,482
Total liabilities, deferred inflows of resources, and fund balance	$ 251,440	$ 278,356	$ (220,649)	$ 865,596	$ 214,633	$ 65,866	$ 1,455,242

CITY OF ORANGE COVE
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
NON-MAJOR GOVERNMENT FUNDS
FOR THE MONTH ENDED SEPTEMBER 30, 2014

	General Debt Service	Gas Tax	Streets Project	Community Development	Development Impact Fees	Measure C	Total Non-major Governmental Funds
Revenues							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	25,487	249,749	-	-	54,414	329,650
Licenses, permits and impact fees	-	-	-	-	4,880	-	4,880
Interest and rent	-	-	-	-	-	2	2
Total revenues	-	25,487	249,749	-	4,880	54,416	334,532
Expenditures							
Current:							
Streets	-	46,742	462,961	-	-	16,781	526,484
Planning and development	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-
Debt service:							
Principal	58,000	-	-	-	-	-	58,000
Interest and other charges	36,725	-	-	-	-	-	36,725
Total expenditures	94,725	46,742	462,961	-	-	16,781	621,209
Revenue over/(under) expenditures	(94,725)	(21,255)	(213,212)	-	4,880	37,635	(286,677)
Other financing sources/(uses)							
Operating transfers in/(out) - net	-	-	-	-	-	-	-
Total other financing sources/(uses)	-	-	-	-	-	-	-
Change in Fund Balance	(94,725)	(21,255)	(213,212)	-	4,880	37,635	(286,677)
Fund Balance							
Beginning of year	346,165	299,611	(17,736)	865,596	203,648	22,875	1,720,159
End of year	$ 251,440	$ 278,356	$ (230,948)	$ 865,596	$ 208,528	$ 60,510	$ 1,433,482

CITY OF ORANGE COVE
SUMMARY OF CASH AND INVESTMENTS
(UNAUDITED)
OCTOBER 31, 2014

	Per GL			Per Bank	(Short)/Over
	Restricted	Unrestricted	Total		
Accounts:					
Operating Cash Account (Pooled)	$ 243,335	$ (233,469)	$ 9,866	$ 400,638	$ (233,469)
Investment Account -LAIF (Pooled)	1,321,966	2,544,765	3,866,731	3,866,731	$ -
Money Market Account (General Fund)	-	35,048	35,048	35,048	$ -
Total Cash and Investments	1,565,301	2,346,344	3,911,645	4,302,417	
Accounts held with trustee:					
1995 Water Bonds (Water Fund)	30,167	-	30,167	30,167	$ -
2004 Tax Allocation Bond (Successor Agency)	727,390	-	727,390	727,390	$ -
Total cash with fiscal agent	757,557	-	757,557	757,557	
GRAND TOTAL	$ 2,322,858	$ 2,346,344	$ 4,669,202	$ 5,059,974	

Prepared by Finance Department

CITY OF ORANGE COVE
BREAKDOWN OF OPERATING ACCOUNT
(UNAUDITED)
OCTOBER 31, 2014

Operating Cash Account (Pooled):		
General	$	(233,469)
Local Transportation		200,905
Low Mod		56,244
Housing		(129,084)
Daycare		47,218
Water		(858,257)
Sewer		837,889
Disposal		71,734
Other governmental funds		16,687
Total	$	9,866

Prepared by Finance Department

CITY OF ORANGE COVE
BREAKDOWN OF LAIF ACCOUNT
(UNAUDITED)
OCTOBER 31, 2014

General (Unrestricted)	$ 2,544,765	66%
Local Transportation	127,124	3%
Low Mod	4,689	0%
Housing	8,707	0%
Water (Restricted)	16,390	0%
Sewer (Restricted)	777,523	20%
Other Restricted Funds	387,533	10%
	$ 3,866,731	100%

Prepared by Finance Department

CITY OF ORANGE COVE
COMBINING BALANCE SHEET
NON-MAJOR GOVERNMENTAL FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2014

	General Debt Service	Gas Tax	Streets Project	Community Development	Development Impact Fees	Measure C	Total Non-major Governmental Funds
ASSETS							
Cash and investments	$ 251,542	$ 286,348	$ (251,118)	$ (94,931)	$ 198,764	$ 141,463	$ 532,067
Interest receivable	-	-	-	-	-	-	-
Due from other governments	-	-	-	324,741	-	-	324,741
Notes receivable	-	-	-	35,802	-	-	35,802
Land held for resale	-	-	-	599,986	-	-	599,986
Total assets	$ 251,542	$ 286,348	$ (251,118)	$ 865,599	$ 198,764	$ 141,463	$ 1,492,596
LIABILITIES AND FUND BALANCE							
Liabilities:							
Accounts payable and accrued expenses	$ -	$ -	$ 33,181	$ -	$ 6,105	$ 33	$ 39,319
Due to other funds	-	-	-	-	-	-	-
Total liabilities	-	-	33,181	-	6,105	33	39,319
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenues	-	-	-	-	-	-	-
Total deferred inflows of resources	-	-	-	-	-	-	-
Fund Balance							
Nonspendable:							
Notes receivable	-	-	-	35,802	-	-	35,802
Land held for resale	-	-	-	599,986	-	-	599,986
Restricted:							
Circulation improvements	-	286,348	-	-	-	141,430	427,777
Capital improvement projects	-	-	-	229,811	192,659	-	422,469
Debt service	251,542	-	-	-	-	-	251,542
Unassigned	-	-	(284,300)	-	-	-	(284,300)
Total fund balance	251,542	286,348	(284,300)	865,599	192,659	141,430	1,453,278
Total liabilities, deferred inflows of resources, and fund balance	$ 251,542	$ 286,348	$ (251,118)	$ 865,599	$ 198,764	$ 141,463	$ 1,492,597

CITY OF ORANGE COVE
COMBINING STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FUND BALANCE
NON-MAJOR GOVERNMENT FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2014

	General Debt Service	Gas Tax	Streets Project	Community Development	Development Impact Fees	Measure C	Total Non-major Governmental Funds
Revenues							
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Intergovernmental	-	46,723	310,917	-	-	147,192	504,832
Licenses, permits and impact fees	-	-	-	-	6,508	-	6,508
Interest and rent	103	6	-	4	4	58	175
Total revenues	103	46,729	310,917	4	6,512	147,250	511,514
Expenditures							
Current:							
Streets	-	59,991	577,481	-	-	28,696	666,168
Planning and development	-	-	-	-	17,500	-	17,500
Capital outlay	-	-	-	-	-	-	-
Debt service:							
Principal	58,000	-	-	-	-	-	58,000
Interest and other charges	36,726	-	-	-	-	-	36,726
Total expenditures	94,726	59,991	577,481	-	17,500	28,696	778,394
Revenue over/(under) expenditures	(94,623)	(13,263)	(266,564)	4	(10,988)	118,554	(266,879)
Other financing sources/(uses)							
Operating transfers in/(out) - net	-	-	-	-	-	-	-
Total other financing sources/(uses)	-	-	-	-	-	-	-
Change in Fund Balance	(94,623)	(13,263)	(266,564)	4	(10,988)	118,554	(266,879)
Fund Balance							
Beginning of year	346,165	299,611	(17,736)	865,596	203,647	22,875	1,720,157
End of year	$ 251,542	$ 286,348	$ (284,300)	$ 865,599	$ 192,659	$ 141,430	$ 1,453,278

CITY OF ORANGE COVE
STATEMENT OF REVENUE, EXPRESS, AND CHANGES IN FUND NET POSITION
PROPRIETY FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2014

	Business-Type Activities - Enterprise Funds			
	Water	Sewer	Disposal	Total Business-Type Funds
Operating Revenue				
Charges for service	$ 396,481	$ 233,618	$ 188,587	$ 818,686
Connection fees	818	-	-	818
Total operating revenue	397,299	233,618	188,587	819,504
Operating Expense				
Contractual service and utilities	288,585	86,711	119,536	494,833
Personnel	144,906	132,127	1,199	278,233
Supplies and materials	24,630	7,143	140	31,913
Depreciation expense	-	-	-	-
Total operating expense	458,122	225,981	120,875	804,978
Operating income/(loss)	(60,823)	7,637	67,712	14,526
Nonoperating Revenue/(Expense)				
Intergovernmental	-	-	5,000	5,000
Development impact fees	3,988	(10,656)	-	(6,668)
Interest income	9	518	-	527
Interest expense	(19,482)	-	-	(19,482)
Total nonoperating revenue/(expense)	(15,485)	(10,138)	5,000	(20,623)
Net income/(loss) before transfers	(76,308)	(2,501)	72,712	(6,097)
Operating Transfers In/(Out)	-	-	-	-
Changes in Net Position	(76,308)	(2,501)	72,712	(6,097)
Net Position				
Beginning of year	3,816,337	12,199,570	53,726	16,069,633
End of the year	$ 3,740,030	$ 12,197,069	$ 126,438	$ 16,063,537

CITY OF ORANGE COVE
STATEMENT OF NET POSITION- PROPRIETARY FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2014

	Business-Type Activities - Enterprise Funds			
	Water	Sewer	Disposal	Total Business-Type Funds
ASSETS				
Current assets				
Cash and investments	$ (811,699)	$ 1,615,411	$ 71,734	$ 875,445
Accounts receivable	140,029	233,618	54,704	428,352
Interest receivable	-	-	-	-
Total current assets	(671,670)	1,849,028	126,438	1,303,797
Non-current assets				
Property, plant and equipment (net of allowances for depreciation)	6,000,140	10,705,760	-	16,705,900
Total noncurrent assets	6,000,140	10,705,760	-	16,705,900
Total assets	5,328,470	12,554,789	126,438	18,009,697
LIABILITIES				
Current liabilities				
Accounts payable and accrued expenses	1,584	-	-	1,584
Accrued interest	15,327	-	-	15,327
Deposits	32,223	-	-	32,223
Compensated absences	38,392	34,025	-	72,418
Due to other funds	-	-	-	-
Current portion of long-term debt	-	-	-	-
Total current liabilities	87,526	34,025	-	121,551
Non-current liabilities				
Long -term debt	1,500,915	168,919	-	1,669,835
Total liabilities	1,588,441	202,945	-	1,791,386
NET POSITION				
Net investment in capital assets	4,499,225	10,536,841	-	15,036,066
Restricted for debt services	30,167	-	-	30,167
Unrestricted	(789,362)	1,660,228	126,438	997,304
Total net position	$ 3,740,030	$ 12,197,069	$ 126,438	$ 16,063,537

CITY OF ORANGE COVE
STATEMENT OF REVENUE, EXPENDITURES AND CHANGES IN FIND BALANCE- GOVERNMENTAL FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2014

	General	Local Transportation	Low-Moderate Housing Asset	Housing Grant	Daycare	Other Governmental Funds	Total Governmental Funds
Revenues							
Taxes	$ 137,736	$ -	$ -	$ -	$ -	$ -	$ 137,736
Intergovernmental	13,302	1,440	-	-	412,738	504,832	932,311
Charges for service	19,677	-	-	-	-	-	19,677
Licenses, permits and impact fees	45,650	-	-	-	-	6,508	52,158
Interest and rent	14,732	85	3	6	30	175	15,031
Other	13,126	-	-	-	-	-	13,126
Total revenues	244,222	1,525	3	6	412,768	511,514	1,170,038
Expenditures							
Current:							
General government	100,467	-	-	-	-	-	100,467
Public safety	544,006	-	-	-	-	-	544,006
Public works	53,805	-	-	-	-	-	53,805
Streets	-	19,744	-	-	-	666,168	685,912
Planning and development	24,167	-	-	43,263	-	17,500	84,930
Parks and recreation	80,949	-	-	-	-	-	80,949
Day care	-	-	-	-	412,738	-	412,738
Capital outlay	12,750	-	-	-	-	-	12,750
Debt service:							
Principal	-	-	-	-	-	58,000	58,000
Interest and other charges	-	-	-	-	-	36,726	36,726
Total expenditures	816,144	19,744	-	43,263	412,738	778,394	2,070,283
Revenue over/(under) expenditures	(571,923)	(18,219)	3	(43,257)	30	(266,879)	(900,245)
Other Financing Sources/(Uses)							
Transfers in/(out) - net	-	-	-	-	-	-	-
Total other financing sources/(uses)	-	-	-	-	-	-	-
Change in Fund Balance	(571,923)	(18,219)	3	(43,257)	30	(266,879)	(900,245)
Fund Balance							
Beginning of year	3,266,242	655,350	89,434	6,315	-	1,720,157	5,737,497
End of year	$ 2,694,319	$ 637,131	$ 89,437	$ (36,942)	$ 30	$ 1,453,278	$ 4,837,253

BALANCE SHEET - GOVERNMENTAL FUNDS
FOR THE MONTH ENDED OCTOBER 31, 2014

	General	Local Transportation	Low-Moderate Housing Asset	Housing Grant	Day Care	Other Governmental Funds	Total Governmental Funds
ASSETS							
Cash and investments	$ 2,347,815	$ 328,029	$ 60,933	$ (120,377)	$ 47,219	$ 532,067	$ 3,195,686
Accounts receivable	295	-	-	-	-	-	295
Interest receivable	1	-	128,237	39,602	-	-	167,840
Due from other governments	-	309,565	-	83,433	-	324,741	717,739
Due from other funds	-	-	-	-	-	-	-
Notes receivable	-	-	303,503	1,529,957	-	35,802	1,869,263
Land held for resale	376,000	-	-	-	-	599,986	975,986
Total assets	$ 2,724,110	$ 637,594	$ 492,674	$ 1,532,615	$ 47,219	$ 1,492,596	$ 6,926,808
LIABILITIES							
Accounts payable and accrued expenses	$ 29,791	$ 462	$ -	$ -	$ -	$ 39,319	$ 69,572
Due to other funds	-	-	-	-	-	-	-
Unearned revenues	-	-	-	-	47,189	-	47,189
Total liabilities	29,791	462	-	-	47,189	39,319	116,762
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenues	-	-	403,237	1,569,557	-	-	1,972,794
Total deferred inflows of resources	-	-	403,237	1,569,557	-	-	1,972,794
FUND BALANCE							
Nonspendable:							
Notes receivables	-	-	-	-	-	35,802	35,802
Land held for resale	376,000	-	-	-	-	599,986	975,986
Restricted:							
Low-income housing activities	-	-	89,437	(36,942)	-	-	52,494
Circulation improvements	-	637,131	-	-	-	427,777	1,064,909
Capital improvement projects	-	-	-	-	-	422,469	422,469
Debt service	-	-	-	-	-	251,542	251,542
Unassigned	2,318,319	-	-	-	30	(284,300)	2,034,050
Total fund balance	2,694,319	637,131	89,437	(36,942)	30	1,453,278	4,837,253
Total liabilities, deferred inflows of resources, and fund balance	$ 2,724,110	$ 637,594	$ 492,674	$ 1,532,615	$ 47,219	$ 1,492,597	$ 6,926,808

RESOLUTION NO. 2015-02
CITY OF ORANGE COVE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING EXECUTION OF CONTRACT DOCUMENTS WITH THE DEPARTMENT OF EDUCATION OF THE STATE OF CALIFORNIA FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES IN THE FISCAL YEAR 2014-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE COVE AS FOLLOWS:

1. The City Council authorizes entering into Contract Number CSPP-4060 for California State Pre School Program for Project Number 10-2188-00-4 with the California Department of Education for the funding of a Child Development Program in the City of Orange Cove during the fiscal year, July 1, 2014 through June 30, 2015.

2. The City Manager is authorized to sign the Agreement of behalf of the City of Orange Cove, or, should he be unavailable or disallowed for any reason, then the Mayor is authorized to sign the Agreement on behalf of the City of Orange Cove, and the City Clerk is authorized to attest to the signature of individual who signs on behalf of the City of Orange Cove.

CLERKS CERTIFCATION

I, HEREBY CERTIFY, that the foregoing Resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the 28th of January, 2015 by the following vote:

AYES:

NOES:

ABSENT:
ABSTAIN:

APPROVED AS TO FORM

Gabriel Jimenez, Mayor

Hilda Cantu Montoy, City Attorney

ATTEST:

June V. Bracamontes, City Clerk
City of Orange Cove

California Department of EDUCATION

DIRECTIONS FOR CONTRACT PACKAGE

FOR ALL CONTRACTORS:

1. Print one (1) copy of the PDF, single-sided only. (Note - the PDF includes two contracts.)

2. Review the 2014-2015 Funding Terms and Conditions (FT&C). The FT&C specify the contractual responsibilities of the State and the contractor. The FT&C will be available online next week. ://www.cde.ca.gov/fg/aa/cd/

3. Review the General Terms and Conditions (GTC 610) or General Terms and Conditions Interagency (GIA) for Interagency Contracts only. The GTC 610 and the GIA will be available online next week. ://www.cde.ca.gov/fg/aa/cd/

4. Have both copies of the contract and attachments filled out completely and signed in blue ink by the authorized official. (see Signature Authority document)

    a. Original signatures in blue ink only; no signature stamps or copies will be accepted.
    b. The Contractor's signature certifies compliance with both the FT&Cs and the GTC 610 or GIA (for Interagency contracts only).

5. For public agencies only - Attach one original and one copy of a resolution by the local governing body, which authorizes the execution of the contract. (see Sample Resolution)

    a. If a public agency is pending a board resolution, attach a letter containing the following:

        - Date of next board meeting
        - Date when the resolution will be forwarded to Contracts

6. Mail both signed contracts and all completed forms within ten (10) business days to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 1802
Sacramento, CA 95814-5901

California EDUCATION

CONTRACT CHECKLIST
(Return this form with contract)

Contractor name _____ **Contract #**_____

Complete the checklist by placing a check mark next to each item that you are returning.

- ☐ Two (2) originally signed child care contracts
- ☐ Contractor Certification Clauses (CCC-307)
- ☐ Federal Certification CO.8, if applicable
- ☐ Board Resolution or minutes, authorizing delegation of authority, if applicable
- ☐ One (1) original and one (1) copy of a Board Resolution, authorizing execution of contract or letter stating the date of next board meeting and when resolution will be forwarded. (for public agencies, if applicable)

Please note that if any documents are missing, incomplete, or contain unauthorized signatures, the execution of the contract may be delayed.

California Department of EDUCATION

SIGNATURE AUTHORITY
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS

For public agencies, generally the Superintendent is the person authorized to sign contracts. For private agencies, the signer is the person listed as the authorized payee representative on the STD. 204 Payee Data Record.

If someone other than the Superintendent or authorized payee signs the contract, it cannot be executed without additional documentation.

PRIVATE AGENCIES

Signature Authority: Executive Director, Owner, President, CEO (as established by agency)

Required Documents: The signature **must** match the authorized payee representative's name listed on the STD. 204 Payee Data Record. If it does not match, provide a copy of a Board Resolution and/or Board Minutes indicating the signee has the authority to enter into and sign contractual agreements with the CDE.

PUBLIC AGENCIES

School District Signature Authority: District Superintendent

Required Documents: If someone other than the Superintendent signs the contract, provide a copy of a Board Resolution and/or Board Minutes indicating the Board authorizes the delegated individual to enter into contractual agreements with the State.

County Office of Education Signature Authority: County Superintendent of Schools

Required Documents: If someone other than the Superintendent signs the contract, attach a Board Resolution and/or Board Minutes indicating the Board approved the signature delegation and authorizes the delegated individual to enter into contractual agreements with the State.

Please note that if any documents contain unauthorized signatures, the execution of the contract may be delayed.

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4060
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 10-2188-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF ORANGE COVE

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIOINS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $992,167.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	28,859.0
Minimum Days of Operation (MDO) Requirement	246

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contracts, Purchasing and Conference Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT: $ 992,167	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT: 0	(OPTIONAL USE): See Attached				
	ITEM: See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE: $ 992,167	OBJECT OF EXPENDITURE (CODE AND TITLE): 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER: See Attached			DATE		

CONTRACTOR'S NAME: CITY OF ORANGE COVE

CONTRACT NUMBER: CSPP-4060

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 142,889	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 FC# 93.596 PC# 000321 13609-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 142,889	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 68,165	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15136-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 68,165	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 550,235	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 23038-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 550,235	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 230,878	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 23254-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 230,878	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 14 - 15

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4060
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 10-2188-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF ORANGE COVE

By signing this contract and returning it to the State, the contractor is agreeing to provide services in accordance with the FUNDING TERMS AND CONDITIONS (FT&C), the GENERAL TERMS AND CONDITIOINS (GTC-610) (both available online at http://www.cde.ca.gov/fg/aa/cd/) and the CURRENT APPLICATION which by this reference are incorporated into this contract. The contractor's signature certifies compliance with the Funding Terms and Conditions, the Current Application and the General Terms and Conditions.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2014 through June 30, 2015. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed $34.38 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of $992,167.00.

S[illegible]CE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement	28,859.0
Minimum Days of Operation (MDO) Requirement	246

Any provision of this contract found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this contract.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING: Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE: Contracts, Purchasing and Conference Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 992,167	PROGRAM/CATEGORY (CODE AND TITLE): Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT 0	(OPTIONAL USE): See Attached				
	ITEM: See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE $ 992,167	OBJECT OF EXPENDITURE (CODE AND TITLE): 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER: See Attached			DATE		

CONTRACTOR'S NAME: CITY OF ORANGE COVE

CONTRACT NUMBER: CSPP-4060

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 142,889	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 FC# 93.596 PC# 000321 13609-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 142,889	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 68,165	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15136-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 68,165	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 550,235	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 23038-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 550,235	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 230,878	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 0	(OPTIONAL USE)0656 23254-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 230,878	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department

CALIFORNIA DEPARTMENT OF EDUCATION
1430 N Street
Sacramento, CA 95814-5901

F.Y. 14 - 15

Amendment 01

DATE: July 01, 2014

CONTRACT NUMBER: CSPP-4060
PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM
PROJECT NUMBER: 10-2188-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act/Rate Increase

CONTRACTOR'S NAME: CITY OF ORANGE COVE

This agreement with the State of California dated July 01, 2014 designated as number CSPP-4060 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $992,167.00 and inserting $1,051,027.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $34.38 and inserting $36.10 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 28,859.0 and inserting 29,114.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA	CONTRACTOR
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING
TITLE Contracts, Purchasing and Conference Services	ADDRESS

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 58,860	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT 992,167	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE $ 1,051,027	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER See Attached			DATE		

CONTRACTOR'S NAME: CITY OF ORANGE COVE

CONTRACT NUMBER: CSPP-4060

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT $ -4,963	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs			FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 142,889	(OPTIONAL USE)0656 13609-2188	FC# 93.596		PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE $ 137,926	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 7,719	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED $ 68,165	(OPTIONAL USE)0656 15136-2188	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE $ 75,884	ITEM 30.10.020.001 6110-194-0890	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 33,641	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 550,235	(OPTIONAL USE)0656 23038-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 583,876	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT $ 22,463	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED $ 230,878	(OPTIONAL USE)0656 23254-2188			
TOTAL AMOUNT ENCUMBERED TO DATE $ 253,341	ITEM 30.10.020.001 6110-194-0001	CHAPTER B/A	STATUTE 2014	FISCAL YEAR 2014-2015
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued

pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check [ ] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

_____

authorizes entering into local agreement number/s_____and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2014, by the

Governing Board of _____

of _____ County, California.

I, _____, Clerk of the Governing Board of

_____, of _____, County,

California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

_____ _____

(Clerk's signature) (Date)

FRESNO COUNTY RURAL TRANSIT AGENCY
2035 Tulare Street, Suite 201, Fresno, CA 93721
Phone: 559-233-6789 Fax: 559-233-9645
Webpage: www. ruraltransit.org

Safety and Security Services

Memorandum of Understanding

The Fresno County Rural Transit Agency (FCRTA) and the City of Orange Cove Police Department hereby agree to enter into this Memorandum of Understanding (MOU) for the purpose of providing safety and security services for FCRTA passengers, drivers and vehicles within the City of Orange Cove. This is in compliance with direction from the Federal Transit Administration (FTA) guidance on Safety and Security for Public Transit Operators.

The City of Orange Cove Police Department will provide the following services on any day during the week:

- A uniformed officer shall Board the stopped vehicle at a designated stop
- Make visual observations while inside vehicle
- Engage in dialogue with driver of vehicle
- Assist with any questions by passengers

FCRTA shall reimburse the City of Orange Cove Police Department for costs associated in providing these services in the amount of $2,600.00 for the period of 7/01/14 to 6/30/15. To be renewed on an annual basis by both parties.

FCRTA	Date	City of Orange Cove	Date

REPORT TO COUNCIL

DATE: January 28, 2015

TO: City Council

FROM: Sam Escobar, City Manager

SUBJECT: Proposed Ordinance Regarding Animal Regulations

RECOMMENDATION:

Waive full reading and introduce Ordinance No. 370, An Ordinance of the City of Orange Cove Repealing Chapters 6.04 and 6.08 of Title 6 of the Orange Cove Municipal Code Relating to Animals and Adding New Title 6, Chapters 6.04 to 6.32 Relating to Animal Regulations. If introduced, at next regular meeting waive full reading and adopt the ordinance.

EXECUTIVE SUMMARY:

The City has had various challenges regarding animals particularly dogs. City staff reviewed ordinances from various cities and determined to use the model from Clovis. That model has been customized to address Orange Cove's needs.

The ordinance is designed for safety and security of City residents and animals. The proposed ordinance includes the following Chapters to Title 6 of the Code:

- 6.08 License and Registration of Dogs and Potbellied Pigs
- 6.12 Restrictions on Numbers and Types of Animals; Prohibition of Animals at Large; and Menacing Animals
- 6.16 Seizure and Impoundment of Animals
- 6.20 Health and Safety Provisions: Animal Welfare
- 6.24 Keeping of Potentially Dangerous and Vicious Animals
- 6.28 Excessive Animal Noise
- 6.32 Enforcement

ORDINANCE NO. 370

AN ORDINANCE OF THE CITY OF ORANGE COVE REPEALING CHAPTERS 6.04 AND 6.08 OF TITLE 6 OF THE ORANGE COVE MUNICIPAL CODE RELATING TO ANIMALS AND ADDING NEW TITLE 6, CHAPTERS 6.04 TO 6.32 RELATING TO ANIMAL REGULATIONS.

THE CITY COUNCIL OF THE CITY OF ORANGE COVE DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapters 6.04 and 6.08 of Title 6 the Orange Cove Municipal Code are repealed.

SECTION 2. Chapters 6.04 to 6.32 shall be added to Title 6 of the Orange Cove Municipal Code to read as follows:

TITLE 6

ANIMAL REGULATIONS

Chapter 6.04

Definitions

6.04.010 Designated

For the purposes of this title, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. **Animal Regulations Ordinance**. Chapters 6.04 to 6.32 of Title 6 may also be referenced as Animal Regulations Ordinance.

B. **Animal Services Division**. The division of the City primarily responsible for enforcing provisions of Title 6, Animal Regulations Ordinance and State animal control laws which shall be established in writing by the City Manager.

C. **Animal Services Officer**. Animal Services Officer shall include police officers and any other employee designated to serve as Animal Services Officer by the City Manager.

D. **Animal Shelter**. The Orange Cove Animal Shelter or any other facility designated by the City Manager for the purpose of impounding and caring for animals found in violation of Chapter 6, the Animal Regulations Ordinance, or surrendered to the City by their owners or finders. Any such facility shall be devoted to the welfare, protection, and humane treatment of all animals.

E. **At large**. The presence of any animal when it is off the premises of its owner and not restrained by a chain or leash under the control of a responsible person physically capable of retaining control of the animal. At large shall also mean when the animal is on the premises of its owner and not under the immediate effective physical control of the owner sufficient to prevent ingress and egress of the animal. At large shall not include any animal while being trained in obedience or other training class or while being exhibited at a show or obedience trial and under the immediate effective physical or vocal control of a person.

F. **Business days**. Every day the Animal Shelter is open for business, which is seven days a week, Sunday through Saturday, excluding Thanksgiving, Christmas, and Easter. (See also working days.)

G. **Cat**. Any member of the feline species (*Felis Catus*) customarily confined or cultivated by man as a pet.

H. **Coop**. A covered enclosure for the shelter of fowl.

I. **Curb**. To so restrain or control an animal that it does not defecate on property other than that of its owner except by the express consent of the owner of such other property.

J. **Destroy**. Putting an animal to death by euthanasia or other humane method.

K. **Dog**. Any member of the canine species (*Canis Familiaris*) customarily confined or cultivated by man as a pet, but excludes other members of the family *Canidae*.

L. **Enclosure**.

1. Within a fence line or structure suitable to prevent the entry of young children, and which is suitable to confine an animal in conjunction with any other measures that may be necessary to keep the animal confined. The enclosure shall be designed in order to prevent the animal from escaping; or

2. In an enclosed and locked (with a key or combination lock) pen or structure, suitable to prevent the animal from escaping or the entry of unauthorized persons. The pen or structure shall have secure sides and a secure top that protects the animal from the elements. All sides must be embedded into the ground no less than two (2) feet unless the bottom is adequately secured to the sides. The structure must be kept in a clean and sanitary condition and provide adequate light and ventilation. The enclosure shall not be less than fifty (50) square feet in area, and of sufficient height to prevent each animal confined therein to stand in a natural erect position.

M. **Euthanasia**. The humane destruction of an animal accomplished by a method that involves instantaneous unconsciousness and immediate death, or by a method that involves anesthesia, produced by an agent which causes the painless loss of consciousness and death during such loss of consciousness by injection.

N. **Excessive Noise**. The utterance of barks, howling, whining, cries, screeching, squeaking, squawking, or any noise which is loud, frequent, and continual over a period of time and which disturbs the peace and comfort of a person or persons of ordinary sensitivity. The following shall be presumed to disturb the peace and comfort of a person or persons of ordinary sensitivity: (1) excessive noise for a continuous period of ten (10) minutes; or (2) excessive noise for a continuous period of five (5) minutes on three separate occasions within any sixty (60) minute period. Continual shall mean excessive noise with intervals of less than sixty (60) seconds between the noise. It shall not be deemed to the excessive if at the time of the noise a person or persons were teasing or provoking the animal by trespassing or threatening to trespass upon the private property of the owner.

O. **Farm Animals**. Livestock, fowl, and other animals commonly kept or raised on a farm including, but not limited to, any swine, sheep, goat, horse, donkey, mule, burro, cattle, goat, swine, chicken, duck, goose, guinea fowl, pea fowl, peacock, turkey, dove, pigeon, game bird or similar bird intended for human consumption or for the production of eggs for human consumption.

P. **Fee Schedule**. The schedule of fees adopted from time to time by resolution of the City Council.

Q. **Harbored**. The feeding or sheltering of an animal for two consecutive days or more.

R. **Horse**. An animal of the genus *Equus*, including, but not limited to, horses, mules, donkeys, and burros.

S. **Household pets**. Domestic animals ordinarily permitted in a place of residence, kept for company and pleasure, such as: dogs; cats, guinea; pigs; rats; rabbits; mice; budgies, canaries, cockatiels, cockatoos, finches, lorikeets, lovebirds, macaws, parakeets, parrots, toucans, and similar birds; Vietnamese potbellied pigs as provided for in this chapter; turtles; lizards and snakes as permitted in this chapter; and other similar animals generally considered to be kept as pets, excluding farm animals.

T. **Impound**. The taking up and confinement of any animal in the Animal Shelter or a veterinary hospital.

U. **Lot**. A single parcel of land for which a legal description is filed of record or the boundaries of which are shown on a subdivision map or record of survey filed in the office of the Fresno County Recorder.

V. **Menacing Animal**. An animal which engages in the behavior defined in Section 6.1.308 of this chapter.

W. **Owner**. The legal owner and any person who owns, possesses, harbors, controls, or has custody of an animal. In the case of a minor, the parents or guardians of the minor shall be deemed the owner. All adults residing at the same property address shall be rebuttably presumed to the owner of any animal owned, possessed, harbored, controlled, or in custody on the property.

X. **Peaceably and lawfully upon property or premises**. A person on a property in the performance of any duty imposed upon him/her by the laws of this State or any city or county, or by the laws or postal regulations of the United States, or when he/she is on such property upon invitation, expressed or implied.

Y. **Person**. Any individual, domestic or foreign corporation, partnership, association of any kind, trust, fraternal society or cooperative.

Z. **Pet**. Any animal kept for pleasure rather than utility.

AA. **Physical Control**. Any animal restrained by a chain or leash under the control of a responsible person physically capable of retaining control of the animal or confined by a fence or other adequate enclosure so that the animal remains within the real property limits of its owner.

BB. **Potentially dangerous animal**. Any animal, which, when unprovoked, does any of the following:

1. On two separate occasions within the prior thirty-six (36) month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the animal are off the premises of the owner of the animal or when the person is peaceably and lawfully upon the premises of the owner:

2. Bites a person causing a less than severe injury;

3. Has inflicted severe injury or seriously bitten a domestic animal;

4. On two separate occasions within the prior thirty-six (36) month period, has inflicted injury, or otherwise caused injury attacking a domestic animal, but has not inflicted severe injury or seriously bitten the animal.

CC. **Premises**. Any lot or parcel of land owned, leased or rented by a person.

DD. **Quarantine**. The isolation of any animal within a substantial enclosure to avoid its contact with other animals or unauthorized persons.

EE. **Sanitize**. To make physically clean and remove and destroy to a practical minimum agents injurious to health.

FF. **Supervisor of Animal Services**. The City Manager or his/her designee.

GG. **Seriously bitten**. Multiple bites to a human being or animal resulting in breaks to the skin.

HH. **Severe injury**. Any physical injury to a human being or animal that results in muscle tears, disfiguring lacerations, or requires multiple sutures or corrective or cosmetic surgery.

II. **Stall.** A covered enclosure or shelter, barn, stable, or other outbuilding for the shelter of farm animals.

JJ. **Sustained.** For administrative citations, a failure to timely appeal the administrative citation or a decision from the hearing officer upholding the citation. For criminal citations and complaints, a plea of guilty or nolo contendere or a finding of guilt by a court or jury.

KK. **Unprovoked animal.** An animal that has confronted, attacked, or injured a person or animal and has not been teased, tormented, abused, or assaulted by the person or animal confronted, attached or injured.

LL. **Vicious animal.** Any animal:

1. Which when unprovoked has seriously bitten, inflicts severe injury on, or kills a human being;

2. Which when unprovoked on two separate occasions within the prior thirty-six (36) month period has bitten a person causing a less than severe injury;

3. Which when unprovoked has killed a domestic animal;

4. Which when unprovoked on two separate occasions within the prior thirty-six (36) month period has seriously bitten or inflicted severe injury on a domestic animal;

5. Previously determined to be and currently listed as a potentially dangerous animal which continues the behavior which led to the potentially dangerous determination;

6. Previously determined to be and currently listed as a potentially dangerous animal which is not, at all times while on the premises of the owner, kept indoors or in an enclosure;

7. Previously determined to be and currently listed as a potentially dangerous animal which, when off the owner's premises, is not restrained by a substantial leash of not more than six (6) feed in length, and under the control of a responsible adult physically capable of retaining control of the animal;

8. Previously determined to be and currently listed as a potentially dangerous animal, which is not properly licensed and vaccinated as required by this chapter;

9. Previously determined to be and currently listed as a potentially dangerous animal, which is maintained in violation of any of the conditions imposed pursuant to a stipulation entered into between an owner and the City, by a hearing officer, or by a court order in connection with a declaration that the animal is potentially dangerous;

10. Previously determined to be and currently listed as a potentially dangerous animal, which is removed from the City without notifying the Animal Services Division of the changed condition and the new location of the animal in writing within two (2) working days.

MM. **Reptile.** Any cold blooded animal including, but not limited to, turtles, snakes, lizards, crocodiles and alligators.

NN. **Vietnamese Potbellied Pigs.** Male and female (neutered and spayed) Vietnamese potbellied pigs kept in accordance with the requirements of this chapter and the City's zoning ordinances.

OO. **Wild or exotic animal.** Shall mean the following:

1. Any animal described in California Fish and Game Code Sections 2116 and 2118, or in any addition to Fish and Game Code Section 2118 by regulation of the Fish and Game commission as provided for in those sections;

2. Any animal not normally kept as a domesticated animal or household pet, including, but not limited to, alligators, crocodiles, lions, monkeys, and tigers;

3. Any species of animal which is venomous to human beings whether its venom is transmitted by bite, sting, touch, or other means;

4. Any hybrid animal which is part wild animal and is capable of transmitting rabies, except livestock hybrids, and for which no rabies prophylaxis is recognized or authorized by the state;

5. A potentially dangerous or vicious animal over which the owner has evidenced a failure to maintain control.

PP. **Working days.** Monday through Friday excluding City recognized holidays. (See also business days.)

Chapter 6.08

License and Registration of Dogs and Potbellied Pigs

6.08.010 Licenses and registration required: Fees.

A. Every person owning, possessing, keeping, harboring or having custody of any dog over four months old, and all Vietnamese potbellied pigs, shall obtain a license for each dog and potbellied pig. Appropriate license fees shall be paid annually. The license fees shall be set forth in the City's Fee Schedule or by separate resolution. Such license shall be

obtained, and the fee therefor paid within thirty (30) days after the day upon which a dog is four months old, within thirty (30) days after acquisition of a dog if over four months old, within thirty (30) days after acquisition of potbellied pig, or within thirty (30) days of moving into the City.

B. Failure to register and pay the required fee within the term prescribed shall cause such fee to become delinquent and the penalties set forth in the City's Fee Schedule or by separate resolution shall be added to the regular fee and collected by the City at the time of such delinquent registration.

C. The license fee may be prepaid for a one, two, or three year period, provided that for dogs the applicant presents a valid rabies vaccination certificate valid for the entire term of the license.

D. Exemptions:

1. Service dogs for the disabled. Dogs being raised, trained and used to aid disabled persons shall be licensed without fee. Such dogs shall be either a guide dog, service dog, or signal dog as defined in California Civil Code Section 54.1.8.

2. Government. Dogs owned and used by the county, municipal corporations, or other public agencies, including dogs used by law enforcement agencies in the performance of law enforcement activity, shall be licensed without fee.

3. Temporary. Dogs brought into the City for the purpose of participating in any dog show or whose owners are nonresidents or temporarily within the City need not be licensed.

6.08.020 Application for license.

Application for dog licenses shall be made on forms approved by the Animal Services Division and shall include the following for each animal: the name and address of owner; address where the dog is kept; name, breed, age, sex, color and description of the animal; spay/neuter certificate unless a valid exception applies; and current rabies vaccination certificate issued by a licensed veterinarian that is valid for the entire term of the license being issued.

Application for potbellied pig licenses shall be made on forms approved by the Animal Services Division and shall include the following for each animal: proof of registration with a nationally recognized registry; proof that the pig has been spayed or neutered; and a current vaccination certificate issued by a licensed veterinarian that the pig has been vaccinated as directed by the City Manager that is valid for the entire term of the license being issued.

6.08.030 Certificate of vaccination.

A. A license shall not be issued for any dog that has attained the age of four months or over unless a valid certificate of rabies vaccination is presented with the license fee. The

certificate of vaccination must show all items required by State law, including, but not limited to, the following:

1. The name, address and telephone number of the dog's owner;
2. The description of the dog, including breed, color, age, name and sex;
3. The date of immunization;
4. The type of rabies vaccine administered;
5. The name of the manufacturer;
6. The lot number of the vaccine used.

B. Such certificates shall bear the signature of the veterinarian administering the vaccine or a signature authorized by him/her, and in addition such certificate shall be stamped, printed, or typed with his/her name, address and telephone number for legibility.

6.08.040 Licenses under another jurisdiction.

A dog or Vietnamese potbellied pig brought into the City that has been licensed in another county or city within the State shall meet all the conditions set forth in this chapter and the owner shall apply for the transfer of the license within thirty (30) days of moving into the City. The fee for transfer shall be as set forth in the City's Fee Schedule or by separate resolution. Regardless of the term of such license in the issuing jurisdiction, the license shall expire at the expiration of the rabies vaccination certificate.

6.08.050 Collar and tag.

Upon payment of the license fee, the City shall issue to the owner a license certificate for the effective period and a metallic tag for each dog or each Vietnamese potbellied pig so licensed. The tag shall have stamped thereon the year for which it was issued and a number corresponding with the number of the certificate. Tags shall not be transferable.

For dogs, the owner shall provide the dog with a suitable collar or other device to which the license shall be securely attached. The dog shall wear the collar and tag at all times that the dog is in the City and not confined indoors or in an enclosed yard or pen. Vietnamese potbellied pigs are not required to wear a tag, but the owner must show proof of licensing.

The owner or person in control of the animal shall show the license receipt and tag at any time upon demand by an animal services officer. A refusal to show proper registration upon demand is a violation of this section.

6.08.060 Tagging an animal not described in application.

It is unlawful for any person to attach a license tag to the collar of any dog or Vietnamese potbellied pig except the animal that is described in the application for such license tag.

6.08.070 Duplicate tags.

Lost license tags may be replaced by surrendering to the City the receipt for the lost license and by paying to the City a fee. This fee shall be as set forth in the City's Fee Schedule or by separate resolution. After complying with the above provision, the City shall again register the animal, and issue a new license tag.

6.08.080 Refunds.

No refunds or credits shall be made on any license because of the death of any licensed animal or the owner leaving the City before the expiration of the license period.

6.08.090 Penalties.

Violations of Chapter 6.08 are infractions and may also be cited as Administrative Citations.

Chapter 6.12

Restriction on Numbers and Types of Animals; Prohibition of Animals

At Large; and Menacing Animals

6.12.010 Restriction on number of household pets.

The maximum number of household pets allowed in a household or on any premises shall be as follows:

A. Three (3) dogs;

B. Three (3) cats;

C. Two (2) Vietnamese potbellied pigs;

D. Three (3) reptiles;

E. The combined maximum number of dogs, cats, and potbellied pigs shall be three (3) animals;

F. The combined maximum number of all household pets other than dogs, cats, potbellied pigs and reptiles shall be three (3) animals;

G. The combined total of all household pets shall be six (6) animals.

The City Manager may allow the occupant of the premises to maintain additional household pets on a temporary basis and on such terms and conditions as the City Manager may require, if the City Manager determines that removal of the animal(s) would be dangerous to the health and

well-being of the animal(s). Additional animals may also be allowed if the zoning requirements for the premises permit the operation of a kennel and the owner or occupant has obtained the necessary permits to operate a kennel on the premises.

The keeping of household pets in excess of the maximum allowed herein shall be considered to be the operation of a kennel or breeding facility and shall be subject to the City's zoning standards for kennels and breeders, which generally require that kennels and breeding facilities be located within the Rural Residential (R-A), Commercial and Light Manufacturing (C-M), or Light Manufacturing (M-1) zone district and that operators obtain a conditional use permit.

6.12.020 Vietnamese potbellied pigs.

The keeping of Vietnamese potbellied pigs shall be in accordance with the following provisions:

A. All Vietnamese potbellied pigs must be spayed or neutered prior to licensing.

B. Vietnamese potbellied pigs are subject to the City's "leash law."

C. No more than two Vietnamese potbellied pigs shall be permitted at any one single-family residence. Pigs are prohibited from any multiple-family dwelling.

D. Vietnamese potbellied pigs in excess of twenty-two (22) inches in height or weighing over one hundred twenty (120) pounds shall be prohibited.

E. All Vietnamese potbellied pigs must show registration with a nationally recognized registry to assure that they are a potbellied pig and not an agricultural variety.

F. All Vietnamese potbellied pigs shall be properly vaccinated prior to licensing as directed by the designated Supervisor of Clovis Animal Services.

G. Vietnamese potbellied pigs shall be maintained in a clean and sanitary condition free from obnoxious smells and substances.

6.12.030 Farm animals.

No person shall keep or maintain any farm animals except as follows:

A. In connection with bona fide schools, colleges, universities, research organizations, and laboratories engaged in the field of scientific research and education;

B. On the grounds of any district agricultural fair or rodeo which may be located within the City;

C. In a zone established by the zoning laws of the City where such animals are specifically permitted, provided there is compliance with such zoning laws relating to such animals.

6.12.040 Wild, exotic, and nondomestic animals and reptiles.

No person shall own, have, keep or maintain in the City any wild, exotic, or nondomestic animal or reptile, except as follows:

A. The City Council may, by resolution, grant a permit for the keeping or transporting in the City of any such animal solely for exhibition or experimental purposes under such conditions as may be imposed and for such a period of time as may be permitted, and in accordance with all applicable, federal, State and local laws and regulations;

B. Wild animals specifically allowed by the State Department of Fish and Game and in accordance with Department of Fish and Game regulations and permit conditions shall be allowed subject to the provisions of this chapter. Any permit required by the Department of Fish and Game for the keeping of any wild animal must be obtained by the owner and shown to any animal services officer upon demand.

6.12.05 Reptiles.

The keeping of reptiles is limited to turtles, lizards and snakes and excludes other reptiles such as crocodiles and alligators. It shall be unlawful for any person to own and keep within the City any reptile that is determined by the City Manager to be a nuisance or danger to persons or other animals.

6.12.060 Bees.

No person shall keep or maintain within the City any stand of bees except in conjunction with an existing agricultural operation.

6.12.070 Animals at large.

No owner of any animal, except a cat which has been spayed or neutered, shall cause, permit, or allow any such animal to be at large in the City. A violation of this provision is an infraction. An animal that is at large three or more times within a twelve (12) month period shall be deemed a public nuisance and the owner shall remove the animal from the City incorporated limits. A failure to remove the animal in violation of this section is a misdemeanor.

6.12.080 Menacing animals.

Any animal which annoys or harasses persons or other animals, including neighbors, passersby or passing vehicles, damages private or public property, is allowed to run at large, or is allowed to defecate or urinate on public property or on private property without the consent of the owner shall be deemed a nuisance subject to abatement as follows:

A. For non-continuing nuisances which do not require immediate correction, the City Manager may issue a written order to the owner of any offending animal directing that such nuisance be abated. In the order, the City Manager may direct the owner to take certain actions to prevent the nuisance from reoccurring. The order shall be delivered to the owner either by personal service, first class postage prepaid mail to the owner's last known address, or securely posted in a conspicuous place on the property where the animal is located. A failure to follow the directions of the City Manager in the order of abatement is a violation of

this section. In addition, each and every day the nuisance exists after the service of the order shall be deemed a violation of this section. The animal may also be seized and impounded.

B. For continuing nuisances which require immediate corrective action, any animal services officer may issue an order to the owner to immediately abate the nuisance. The order may be made orally or in writing. If the owner is unavailable, or if the owner fails to comply with the order of the animal services officer, the animal may be seized and impounded. A failure to follow the directions of the animal services officer in the order of abatement is a violation of this section.

Chapter 6.16

Seizure and Impoundment of Animals

6.16.010 General.

Any animal services officer may seize and impound an animal found running at large or otherwise in violation of the provisions of this chapter. The animal services officer is specifically authorized to seize and impound an animal required to be but not licensed under this chapter and a menacing animal in violation of an order from an animal services officer.

6.12.020 Dangerous animals.

If upon investigation an animal services officer determines that there is probable cause to believe that an animal is vicious or otherwise poses an immediate threat to public safety, the animal services officer may seize and impound the animal pending administrative hearings or court proceedings held to determine disposition of the animal pursuant to this chapter. Animals impounded pursuant to this section may, if the City Manager determines it is not contrary to public safety, be confined at the owner's expense in a kennel or veterinarian facility approved by the City Manager.

6.16.030 Sick, injured or mistreated animals.

Upon discovery of a sick, injured or mistreated animal, the animal services officer may seize and impound such animal in accordance with the provisions of California Penal Code Section 597.1.

6.16.040 Impoundment by individuals for trespassing animals.

The owner of private property, or his representative, may take up and detain any animal found trespassing upon such private property. Any person taking up and detaining any animal pursuant to the provisions of this section shall immediately notify an animal services officer of the address where the animal is detained and shall turn the animal over to the animal services officer upon demand for impounding.

6.16.050 Records of animals.

Upon receiving any animal, the animal services officer shall make a complete registry, entering the breed, color, and sex of such animal and whether or not the animal is licensed. If the animal is licensed, the animal services officer shall enter the name and address of the owner and the number of the license tag. In addition to the foregoing, the animal services officer shall make a record of any other information required by State law and maintain those records for the required time period.

6.16.060 Microchip Identification Device

Animal services shall implant each dog or cat impounded at the animal shelter, not previously microchipped, with a microchip identification device. The owner of such dog or cat shall be obligated to pay for the cost associated with the implantation of the microchip identification device as part of the impound fee. It shall be the owner's responsibility to have correct and current information registered with the microchip company at all times.

6.16.070 Notice to owners of impounded animal.

Within a reasonable time consistent with the purposes of this chapter and State law, after the impounding of any animal, the owner if known, shall be notified of the time and place of the seizure either in person, by telephone, or by United States mail. If the owner of the animal is unknown, written notice shall be posted for not less than four consecutive days in a conspicuous place outside the Animal Shelter.

6.16.080 Redemption.

A. The owner of any animal, other than a potentially dangerous or vicious animal, a sick, injured or mistreated animal, or an animal prohibited in the City, may reclaim and redeem such animal upon:

1. Satisfactory proof of ownership;
2. Payment of the costs and expenses incurred by the City for impounding and maintaining such animal, including the payment of costs and expenses incurred by the City for implanting a microchip;
3. Payment of a deposit for the animal not being spayed or neutered as required by this chapter;
4. Payment of any fees or penalties provided for in this chapter;
5. Payment of a redemption fee;
6. Payment of any previously incurred fees, penalties, and sustained administrative citation fines under this chapter relating to the impounded animal;

7. For animals at large, proof satisfactory to the City Manager that the animal will be securely confined and adequately cared for; and

8. For menacing animals, proof satisfactory to the City Manager that the owner will comply with the orders of the City Manager.

B. Redemption shall be conditioned upon:

1. The acquisition of any required license and the payment of any license fees not yet paid within the required time period;

2. The payment of any sustained administrative citation penalties if an administrative citation is issued by the City for a violation of this chapter which led to the impoundment.

3. If the owner of a redeemed animal fails to timely acquire a required license and pay any license fees, or pay administrative citation fines, the redeemed animal may be impounded by any animal services officer for an additional redemption period.

C. The license fee, the costs and expenses for impounding and maintaining the animal, the microchip fee, the redemption fee, and any penalties shall be in an amount established in the City's Fee Schedule or by separate resolution. The penalties and deposit for not having an animal spayed or neutered shall be as provided for in the City's Fee Schedule, by resolution, or State law as applicable. The penalties for administrative citations shall be those set forth in the citation.

D. An animal impounded as potentially dangerous or vicious shall be subject to disposition as provided for in Chapter 6.24 through 6.1.608 of this title. Animals impounded as sick, injured or mistreated animals, shall be subject to disposition as provided for in Penal Code Section 597.1.

E. Notwithstanding satisfaction of the requirements for redemption, the City Manager, at his/her discretion, may refuse to permit the redemption of any animal impounded pursuant to the provisions of this chapter, or any other municipal, county or State law, until in his/her opinion the need for the retention of such animal no longer exists.

The City Manager shall document in writing the need for the retention of an animal under this subsection and notify the owner of his/her right to contest that determination by filing a written request for a hearing within two (2) working days of receipt of the determination. If the owner requests a hearing, the City Manager shall schedule a hearing before a hearing officer appointed by the City Manager. The hearing shall be held within five (5) working days. The hearing shall be conducted in accordance with the procedures set forth in Section 6.24.030 of this chapter. The hearing officer's decision shall be final.

6.16.090 Duration of impoundment.

A. Dogs and cats. All impounded dogs and cats shall, unless sooner redeemed, be kept in the Animal Shelter for the period of time required by State law, as may be amended from time to time.

B. Farm animals. Any impounded farm animals shall, unless sooner redeemed, be kept in the Animal Shelter for the period of time required by State law, as may be amended from time to time, and in accordance with State requirements for impounding farm animals.

C. Other animals. Any other impounded animal shall, unless sooner redeemed or adopted, be kept in the Animal Shelter for the period of time required by State law, as may be amended from time to time and if no time is provided for not less than four (4) business days.

6.16.100 Abandonment.

Except as otherwise provided in this chapter, an impounded animal which is not redeemed within the specified holding period, whether due to a failure to satisfy monetary obligations or otherwise, shall be considered to be abandoned by its owner and shall become the property of the City. Such animal may be adopted or euthanized. Abandonment does not relieve the owner's obligation to pay all fees related to the impounding and keeping of the animal.

6.16.110 Voluntary surrender: Fees.

A. Upon request, an owner may surrender his/her animal to the Animal Shelter for placement for adoption or other disposition. Any animal that is voluntarily surrendered to or deposited with the Animal Shelter by the owner shall immediately thereafter become the property of the City. It shall be understood that no guarantee of placement will be made, and humane disposal will be at the discretion of the City Manager.

B. Any owner of an animal who voluntarily surrenders an animal to the Animal Shelter shall be subject to a fee as set forth in the City's Fee Schedule or by separate resolution for each animal.

C. The surrender of an animal by an owner to the Animal Shelter, subsequent to impoundment for a violation of this chapter or any provisions of State law, shall not relieve the owner of the obligation to pay such charges as set forth in this chapter incurred prior to such surrender, plus accumulated boarding charges, veterinary charges or any other charges related to the impounding and keeping of the animal.

6.16.120 Removing animal from custody without permission prohibited.

No person shall remove any animals from the custody of an animal services officer, from the Animal Shelter, or from a City holding facility or vehicle without permission from an animal services officer.

Chapter 6.20

Health and Safety Provisions: Animal Welfare

6.20.010 Vaccinations.

A. General. The owner of any household pet animal in the City shall have the animal vaccinated by a licensed veterinarian against the following diseases:

B. Dogs. No person shall keep, harbor or maintain any dog over the age of four (4) months within the City limits unless such dog has been vaccinated by a licensed veterinarian with a canine rabies vaccine approved by and in the manner prescribed by the State Department of Public Health. The vaccination shall be administered by a veterinarian or through county recognized clinics, and a certificate of vaccination shall be obtained by the owner. The certificate of rabies vaccination shall accompany the license application and shall be valid if in compliance with the following immunization schedule:

1. Primary immunization. Primary immunization shall be defined as the initial inoculation of an approved canine rabies vaccine administered to young dogs between the ages of four to twelve (12) months.

2. Revaccination intervals. The interval for revaccination of dogs administered primary immunization between the ages of four to twelve (12) months will be twelve (12) months, or as otherwise required by the State Department of Health. The interval for primary or revaccination of dogs administered rabies vaccines over the age of twelve (12) months shall be at least once every three years, or as otherwise required by the State Department of Health.

No dog need be vaccinated for rabies where a licensed veterinarian has certified that the vaccination would endanger the dog's health and the local health officer endorses on the certificate his/her approval. The certificate must bear the date of issuance and must be renewed each year. Any dog subject to this exemption shall not be allowed off the premises of the owner.

6.20.020 Cage and pen requirements.

No person shall keep or maintain any live animal in a cage, coop, hutch, pen, yard or space which is less than three (3) times as large in floor space as the total size of all live animals which may be kept therein, and which is not of sufficient height to permit each animal to stand in a natural erect position. This section shall not apply to the Animal Shelter nor shall it preclude a veterinarian, any person engaged in showing animals, or an animal groomer from temporarily confining an animal in a smaller container for medical, showing or grooming purposes.

6.20.030 Sanitary enclosures.

A. Every person keeping any animal shall at all times keep cages, coops, hutches, pens, yards or other enclosures wherein such animal is kept in a clean and sanitary condition, and shall remove excreta and manure therefrom every day, or as often as is necessary so as not to become a nuisance in the neighborhood or to any person in the neighborhood.

B. No person shall at any time maintain any lot or other premises, or any portion thereof, in the City, upon which any animal is kept in an unsanitary condition or in such

condition as to cause the same to be infested with flies or insects or to create any noxious or offensive odors.

6.20.040 Stray animals.

Any person discovering a stray or apparently lost animal shall report the same to the Animal Services Division. Any person who apprehends or picks up a stray or lost animal shall report the same to the Animal Services Division within eight (8) hours thereafter and shall release such animal to an animal services officer upon demand. A violation of this section is an infraction.

6.20.050 Diseased or injured animals.

A. Notwithstanding any provisions of this chapter, an impounded animal which is determined by a licensed veterinarian or the City Manager to constitute a health or safety hazard, shall be destroyed or otherwise disposed of without delay by an animal services officer or the veterinarian.

B. An impounded animal which is determined by a licensed veterinarian or the City Manager to be suffering extreme pain due to disease or injury, and where there is no reasonable probability that the animal will recover from its disease or injury, may be destroyed without delay by an animal services officer or the veterinarian.

C. Any animal services officer, police officer or sheriff's deputy may humanely destroy an animal in the field which is too severely injured to move or where a veterinarian is not readily available, and where it would be more humane to dispose of the animal.

6.20.060 Dogs, cats and other animals to be curbed.

Should any dog, cat and/or other animal defecate on any public property or on the private property of any person, the person owning or having custody of the animal shall immediately remove the feces from any such place to a site not prohibited by law. A violation of this section is an infraction.

6.20.070 Abandonment of animals prohibited.

No person shall abandon any animal with the intention of avoiding the responsibility for its custody and care.

6.20.080 Dumping of animals at the animal shelter prohibited.

No person shall leave any animal at the Animal Shelter except when an animal services officer is available to accept the animal.

6.20.090 Animal care.

A. No owner shall fail to provide his/her animals with adequate food and water, proper, clean, and sanitary shelter, protection from the weather and veterinary care when needed to

prevent suffering. The humane care and treatment of all animals shall be maintained at all times.

B. Every person who keeps an animal confined in an enclosed area shall provide it with an adequate exercise area. If the animal is restricted by a chain or leash, the chain or leash shall be affixed in such a manner that it will prevent the animal from becoming entangled or injured, in such a manner that it will permit the animal's access to adequate shelter, food and water, and in accordance with Health and Safety Code Section 122335.

6.20.100 Animals not to be abused.

No person shall beat, cruelly ill-treat, torment, tease, overload, overwork or otherwise abuse an animal, nor cause, instigate or permit any dogfight, cockfight, or combat between animals or animals and humans, excluding police canines, within the City, nor shall any parent allow or permit his/her minor child to so treat any animal.

6.20.110 Killing or butchering of animals.

No person may kill or butcher an animal within the City limits except as specifically permitted by the laws of the State, and in compliance with all federal, State and local requirements.

6.20.120 Poisoning animals prohibited.

No person shall place, leave or expose, in any place accessible to any animals, with the intent to kill or harm such animals, any poisonous substance or ingredient, or any edible or any other substance or ingredient which has in any manner been treated or prepared with any poisonous substance or ingredient.

6.20.130 Farm animals.

Farm animals shall only be kept as permitted by the City's zoning ordinance. In addition, no person shall keep, harbor, or possess any farm animal unless the following conditions are satisfied:

A. All places and premises upon which farm animals are kept shall be open at all times for inspection by City or County of Fresno health inspectors and by any animal services officer.

B. Farm animals shall be confined by a suitable fence. A suitable fence is any fence which is good, strong, substantial and sufficient to prevent the ingress and egress of farm animals.

C. Farm animals shall not be kept inside any building used for human habitation.

6.20.140 Animals suspected of having rabies.

A. Restrictions on the keeping of animals capable of transmitting rabies. It shall be unlawful for any person to own, keep, harbor or possess within the City limits any animal capable of transmitting the rabies virus unless such animal can be properly immunized with a rabies vaccine approved by the State Department of Health.

B. Reporting requirements.

1. Rabies is declared to be a reportable disease. Every veterinarian practicing in the City and every person providing professional medical treatment for animal bites by an animal of a species subject to rabies shall, whenever rabies is suspected, immediately notify the animal services department within the proper jurisdiction.

2. Every veterinarian practicing within the City, or having vaccinated any animal residing within City limits, shall provide a copy of every rabies immunization certificate which he/she issues for all animals immunized to the animal services department within the proper jurisdiction.

3. Any person or parent or guardian of such person, or an owner of an animal, bitten or scratched by an animal of a species subject to rabies shall immediately report such incident to the Animal Services Division.

C. Quarantine and impoundment.

1. All animals in violation of California Health and Safety Code Sections 121575 *et. seq.* or of the rabies control provisions of this chapter, shall be quarantined or impounded and shall be subject to destruction in some humane manner or to other disposition as provided by this chapter.

2. Veterinarians practicing in the City who have custody of an animal suspected of having rabies shall hold and not release that animal to the owner pending instructions from the appropriate animal services department or a local health officer on quarantine requirements.

D. Notification of quarantine restrictions. The City Manager shall issue a written notice to the owner or person harboring an animal within the City suspected of having rabies, or of having been exposed to rabies, that such animal be quarantined for a period of ten (10) days, or for such period as required by State law. Upon issuance of the notice, the owner or person harboring the animal shall surrender the animal for a supervised quarantine at the Animal Shelter, the costs of which shall be borne by the owner. The animal may be reclaimed by the owner if adjudged free of rabies and upon the payment of board fees as established in the City's Fee Schedule or by separate resolution and upon compliance with the licensing provisions of this chapter. At the discretion of the City Manager, such quarantine may be on the premises of the owner. For stray animals whose ownership is not known, such quarantine shall be at the Animal Shelter.

E. Quarantined animal at large. It shall be unlawful for any person to allow any quarantined animal to run at large or fail to keep the animal quarantined after being so notified. A violation of this subsection is a misdemeanor.

F. Killing of animals suspected of having rabies. No person shall kill, or cause to be killed, any rabid animal, any animal suspected of having been exposed to rabies, or any animal biting a human, unless in self-defense or the defense of others, nor remove such animal from the City without written permission from the City Manager.

G. Quarantine of dogs serving the disabled. Notwithstanding any other provision of this chapter, a guide dog, service dog, or signal dog as defined in California Civil Code Section 54.1 shall not be quarantined in the absence of evidence that he/she has been exposed to rabies unless his/her owner fails:

1. To keep the dog safely confined to the premises of the owner; or

2. To keep the dog available for examination at all reasonable times.

H. Quarantine of dogs used by law enforcement agency. Notwithstanding any other provision of this section, a dog used by any state, county, city, or city and county law enforcement agency shall not be quarantined after biting any person if such bite occurred while the dog was being used for any law enforcement purpose. The law enforcement agency shall make the dog available for examination at any reasonable time. The law enforcement agency shall notify the animal services department within its jurisdiction if the dog exhibits any abnormal behavior.

6.20.150 Spay and neuter of cats and dogs.

A. Spaying or neutering prior to adoption. No dog or cat shall be made available for adoption unless the dog or cat is spayed or neutered in accordance with California Food and Agricultural Code Sections 30503 and 31751.3 or is otherwise exempt pursuant to subsection B. below.

B. Spaying or neutering a dog or cat over the age of four (4) months. No person within the City shall own a dog or cat over the age of four (4) months that has not been spayed or neutered, unless valid written documentation is provided to show proof that the animal is exempt from the requirement to be spayed or neutered by reason of one of the following, and is in compliance with subsection C. below:

1. The dog or cat is a breed approved by and is registered with a registry or association recognized by the City Manager, whose program and practices are consistent with the humane treatment of animals, and the dog or cat is actively used to show or compete and has competed in at least one show or sporting competition hosted by or under the approval of the recognized registry or association within the last two years, or is being trained or groomed to show or compete and is too young to have yet competed.

2. The dog is being trained or has been appropriately trained and is actively used in a manner that meets the definition of guide, signal or service dog as set forth in California Civil Code Section 54.1 or Penal Code Section 365.5, or the dog is enrolled in a guide, signal or service dog breeding program administered by a person licensed under Chapter 9.5 (commencing with Section 7200) of Division 3 of the California Business and Professions Code.

3. The dog is appropriately trained or is in the process of being trained and is actively used by law enforcement agencies or the military for law enforcement, military or rescue activities.

4. The owner of the dog or cat provides a letter to Animal Services from a licensed veterinarian certifying that either: the animal's health would be best served by spaying or neutering after a specified date, in which case a deposit as set forth in the City's Fee Schedule or by separate resolution shall be provided to ensure spaying or neutering by the owner after the specified date; or that due to age, poor health, or illness it is unsafe to spay or neuter the animal at any time. This letter shall include the veterinarian's license number and be updated periodically as necessary.

5. The dog or cat has been registered for breeding pursuant to this chapter.

C. Unaltered dogs and cats. An unaltered dog or cat shall be implanted with an animal microchip identification device identifying the owner of the animal. The dog license application for an unaltered dog shall contain the information requested by animal services, including the identification number of the implanted animal microchip identification device, the name and address of the owner, and the location at which the dog will be maintained. A license for an unaltered dog shall not be transferable, and shall not be issued to any person under the age of eighteen (18) years.

D. Violations for not spaying or neutering. First time violators of this section shall be provided with a sixty (60) day notice to comply prior to the issuance of a citation or the initiation of an enforcement action.

E. Applicability: Time to spay or neuter a dog or cat. The provisions of this section shall become operative on the effective date of this ordinance. However, an unaltered dog that has a valid dog license from the City shall not be subject to this subsection until the dog license expires.

6.20.160 Breeding Dogs and Cats.

A. It is unlawful for any person to breed any dog or cat within the City that is not registered with the City Manager pursuant to this section, unless a conditional use permit has been obtained authorizing the operation of a kennel or breeding facility as required by the City's zoning ordinance.

B. Any person required to register their animals for breeding shall register with Animal Services on forms approved by the City Manager. The registration form shall include, at a minimum, the following information:

1. The name, address and telephone numbers of the dog or cat's owner;
2. The name, address and telephone numbers of the location where the dog or cat will be kept, if different than the name and address of the dog or cat's owner;
3. The description of the dog or cat, including breed, color, age, name and sex;
4. The date of immunization for the dog or cat;
5. The type of rabies vaccine administered to the dog or cat; and
6. The license number of the dog.

Registration information must be updated within thirty (30) days of any changes.

C. Violation. Failing to register a dog or cat for breeding, or failing to update registration information within thirty (30) days of any changes, is a violation of this chapter subject to enforcement in the same manner as any other violation of the Municipal Code.

6.20.170 Sale and other transfer of dogs and cats.

A. No person shall display, sell, offer for sale, barter, or give away any kitten or puppy under eight (8) weeks of age.

B. No person shall display, sell, offer for sale, barter, or give away any dog or cat in any public street, alley, lane, sidewalk, or other public property or in front of any business not owned by him or her or at any swap meet.

C. No person shall give away any dog or cat as a prize or as an inducement to enter into any contest, lottery, drawing, game, competition, place of business, or business arrangement.

D. No person shall sell, barter, exchange or offer for adoption whether for compensation or otherwise any dog or cat to any minor under the age of eighteen (18) years without the written permission of one of the minor's parents or legal guardians.

E. No person shall sell, adopt or otherwise transfer any dog or cat in violation of any provisions of this chapter.

F. These prohibitions shall not apply to:

1. Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are

incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110;

2. Permitted dog or cat shows; or

3. Permitted pet stores which sell or otherwise transfer dogs or cats, whether for compensation or otherwise, within the store.

6.20.180 Prohibition of animals at certain special events.

A. Notwithstanding any other provision of the Municipal Code, no person shall allow any animal, whether with or without a leash (except in an enclosed vehicle), to be on any portion of a public street, alley, lane, sidewalk, or other public property used for a special event involving the closure of City streets. The City shall designate the boundaries of the special event at the time the street closure is authorized.

B. Notwithstanding subsection A of this section, neighborhood block parties are exempt from this section and the Council may, by resolution, exempt a special event from the prohibition set forth in this Section.

C. The City shall cause to be posted during the special event signs evidencing the prohibition set forth in this Section at all street entrances to the special event, at each corner of the boundaries of the special event, and at intervals along the exterior boundaries of the special event of not more than five hundred (500) feet.

D. The City may condition street closure authorizations on meeting the requirements of this section.

E. Private property owners and their agents within the boundaries of the special event area may post additional signs evidencing the prohibition set forth in this section.

F. This section shall not apply to: (1) any guide dog, signal dog, service dog, or other animal individually trained to provide assistance to an individual with a disability; (2) dogs used by or under the authority of police or law enforcement agencies for law enforcement purposes; or (3) animals which are part of the special event or an exhibit at the special event, or horses used by or under the authority of police or law enforcement agencies for law enforcement purposes.

6.20.190 Care of feral cats

It shall be unlawful for any person within the City to intentionally provide food, water, or other forms of sustenance to a feral cat or feral cat colony.

6.20.200 Feeding of Birds

It shall be unlawful for any person to feed any household or wild birds outdoors in a manner that creates: harmful health and/or sanitation conditions; destruction of property; unsightly or

increased slipperiness of sidewalks; animal dependency; attraction of coyotes, squirrels, rats and/or other vermin; or otherwise creates an unreasonable disturbance, such as noise, so as to disturb the peace and comfort of two (2) or more persons of ordinary sensitivity from different surrounding households.

6.20.210 Animal Establishments

Every person who owns, conducts, or operates a pet shop, pet store, pet dealer, commercial kennel, private kennel, boarding kennel, grooming parlor, animal menagerie, animal shelter, or horse establishment shall comply with all provisions of the Lockyer-Polanco-Farr Pet Protection Act (California Health and Safety Code Sections 122125 *et. seq.*, the Pet Store Animal Care Act; California Health and Safety Code Sections 122350 *et. seq.*) or any similar laws that may be subsequently enacted, and all applicable provisions of this chapter.

6.20.220 Sentry Dog Business

Every person who owns, conducts, or operates a sentry dog company or business shall comply with the provisions of The Dog Act of 1969 (California Health and Safety Code Sections 121875 *et. seq.*, any similar laws that may be subsequently enacted, and all applicable provisions of this chapter.

Chapter 6.24

Keeping of Potentially Dangerous and Vicious Animals

6.24.010 Investigation, confinement, seizures and impoundment.

A. Whenever an animal suspected of being potentially dangerous or vicious is reported, an animal services officer shall investigate the circumstances and if the officer finds that the animal shows a propensity to attack, bite, scratch, annoy or harass people or other animals without provocation, or displays any other such behavior, the officer shall notify the owner in writing, stating the facts and circumstances. The animal services officer may order that the animal be kept within an enclosure, securely leashed or otherwise controlled.

B. If the animal services officer has probable cause to believe an animal may be designated as "potentially dangerous" or "vicious" under this chapter, and the owner is unwilling or unable to properly contain and/or control the animal immediately or the animal poses an immediate threat to the safety of persons or domestic animals, the animal may be seized pending the outcome of a hearing or trial and any appeals conducted pursuant to this chapter, or during the period of time the owner requires to comply with any requirements imposed hereunder. Any animal seized hereunder shall be impounded and kept at the Animal Shelter at the owner's expense.

C. The animal's owner shall be charged for all costs incurred or fees applicable with respect to such impoundment unless a finding is made that the animal is not potentially dangerous or vicious, in which case the owner shall be charged only for independently

incurred impound costs and fees, if any. An animal held under the provisions of this section shall not be released until the owner pays all charges as specified in Chapter 6.16.080 of this title. If the owner refuses to pay such charges, the animal shall be treated as abandoned by the owner, and disposed of pursuant to Chapter 6.16.100 of this title. Disposal of the animal does not release the owner from his/her responsibility to pay the keeping charges.

D. The owner of an animal that has bitten another animal or person shall, upon demand from any animal services officer, demonstrate to the animal services officer that the animal has been properly immunized with a rabies vaccine in accordance with the provisions of this Chapter or otherwise release the animal to the animal services officer for inspection or quarantine.

6.24.020 Petition to declare animal as potentially dangerous or vicious.

If an animal services officer has investigated and determined that there is probable cause to believe that an animal is potentially dangerous or vicious, the City Manager, the Chief of Police or their designee may prepare a petition to have the animal declared potentially dangerous or vicious. The petition may be filed with the Court or the City Manager. If filed with the Court, the procedures set forth in Food and Agricultural Code Sections 31621 through 31624, as those sections may be amended from time to time, shall apply. If filed with the City Manager, the procedures set forth in this chapter shall apply. The petition shall be on forms prescribed by the Judicial Council or by the City Attorney's office.

6.24.030 Administrative hearing.

There is hereby created an administrative procedure for the hearing of petitions filed with the City Manager. Hearings for classification as "potentially dangerous" or "vicious" shall be conducted as follows:

A. The owner shall be given, by first class mail with return receipt requested, or personal service, notice of a hearing, a copy of the petition, and notice of the restrictions that will apply to the animal if it is classified as a potentially dangerous or vicious animal. A failure of the owner to receive notice by first class mail with return receipt requested shall not affect the validity of these proceedings.

B. The owner may waive his/her right to a hearing by filing a written waiver with the Animal Services Division, whereupon the Animal Services Division shall make the findings and apply the sanctions provided in this chapter.

C. If the animal has not been impounded, the hearing shall be set not less than five (5) working days nor more than thirty (30) days after the notice was mailed to the owner by first class mail with return receipt requested or the owner was personally served. If the animal has been impounded, the hearing shall be set not less than five (5) days after the notice was mailed to the owner by first class mail with return receipt requested or the owner was personally served, and within fifteen (15) days of the date of impoundment. The owner of the animal may agree to an earlier or later hearing date.

D. If the owner fails to appear at the hearing, the hearing shall nevertheless proceed, and an appropriate order shall be issued.

E. The hearing shall be conducted before a hearing officer appointed by the City Manager. Any person designated to serve as a hearing officer is subject to disqualification for bias, prejudice, interest or for any other reason for which a judge may be disqualified in a court of law. The City Manager shall establish a list of qualified persons who are capable of acting on behalf of the City as hearing officers.

F. The hearing shall be conducted informally and the technical rules of evidence shall not apply. The hearing officer shall consider all relevant evidence presented at the hearing. The officer filing the petition shall be present at the hearing and shall present evidence that the animal is potentially dangerous or vicious by witness testimony or affidavits, incident reports, and other records.

G. The hearing officer may continue hearings, based on good cause, as established by one of the parties to the hearing.

H. After the hearing, the owner or keeper of the dog shall be notified in writing of the determination and orders issued, either personally or by first class mail with return receipt requested. The hearing officer shall make a written determination within fifteen (15) days after the hearing is concluded, unless the animal has been impounded, in which case the determination shall be made in five (5) working days. The decision of the hearing officer shall be final. A failure of the owner to receive notice by first class mail with return receipt requested shall not affect the validity of these proceedings.

I. If the owner or keeper of the animal contests the determination, he or she may, within five (5) days of the service of the notice of determination if service is by personal service, or within six (6) days of service of the notice of determination if service is by mail, appeal the decision of the hearing officer to the Fresno County Superior Court. The owner or keeper of the animal shall serve personally or by first class mail with return receipt requested notice of the appeal to the City. Any such appeal shall be a trial de novo.

J. The determination of the court hearing the appeal shall be final and conclusive upon all parties.

6.24.040 Disposition of potentially dangerous or vicious animals.

A. Vicious Animals. If an animal is determined to be vicious, the following sanctions shall be applied:

1. The animal shall be released to the Animal Shelter for euthanasia. At the discretion of the City Manager, the animal may be immediately removed from the City limits subject to approval by the receiving jurisdiction's department of animal control and provided the receiving jurisdiction determines that the animal does not pose a substantial threat to public health and safety at the new location.

2. The owner of the vicious animal shall be prohibited from owning, possessing or controlling other animals of the same species for a period of three (3) years after the original determination that the animal is vicious.

3. If the animal is not euthanized, the owner shall register the animal as vicious and pay a fee as set forth in the City's Fee Schedule or by separate resolution.

4. If the animal is not euthanized, the owner shall authorize the Animal Services Division to implant the animal with a microchip identification device, and the owner shall pay for the cost associated with the implementation of the microchip.

5. If the animal is not euthanized, the animal shall be licensed and vaccinated in the jurisdiction where the animal is to be taken.

6. If the animal is not euthanized, the owner shall spay or neuter the animal, at the owner's expense, within ten (10) days after the vicious animal determination. The owner shall provide a deposit in the amount of one thousand dollars ($1,000.00) to ensure the spay or neuter of the animal which deposit shall be forfeited if the owner does not provide proof of the spay or neuter within the ten (10) day time period. In addition, the failure to have the animal spayed or neutered shall be considered a violation of this section.

7. The owner of the animal shall be liable for all redemption fees incurred pursuant to chapter 6.16.080 of this title. Those fees shall be paid within six (6) days of the decision of a hearing officer or court, and before the animal is released from the Animal Shelter. If the owner fails to pay those fees and redeem the animal from the Animal Shelter within six (6) days of the decision of the hearing officer or court, the animal shall be deemed abandoned.

B. Potentially Dangerous Animals. If an animal is designated "potentially dangerous" the following sanctions shall be applied:

1. The owner of such animal shall immediately keep such animal securely inside the owner's or custodian's dwelling, in an enclosure on the owner's or custodian's premises, or under other adequate control as approved by the City Manager. If an approved means of restraint is impossible or impracticable, such animal shall be impounded in the Animal Shelter at the owner's expense, until such time as the owner of such animal shall provide for an approved means of restraint. If the owner of the animal does not provide an approved means of restraint within six (6) days of the decision of the hearing officer or court, the animal shall be deemed abandoned.

2. The owner of a potentially dangerous animal shall conspicuously display signs with a symbol warning of the presence of a potentially dangerous animal.

3. While off the owner's premises, a potentially dangerous animal shall at all times be restrained by a substantial chain or leash not exceeding six (6) feet in

length, held by and under the control of a responsible adult physically capable of retaining control of the animal.

4. All potentially dangerous animals shall be properly licensed and vaccinated. In addition, the City shall include a designation of potentially dangerous in the registration records of such animal, and the owner shall pay an annual potentially dangerous animal registration fee, in addition to the regular license fee. The fee shall be as set forth in the City's Fee Schedule or by separate resolution.

5. A potentially dangerous dog shall be spayed or neutered, at the owner's expense, within thirty (30) days of a potentially dangerous animal determination. The owner shall provide a deposit in the amount of one thousand dollars ($1,000.00) to insure the spay or neuter of the animal which deposit shall be forfeited if the owner does not provide proof of the spay or neuter within the thirty (30) day time period. In addition, the failure to have the animal spayed or neutered shall be considered a violation of this section.

6. The owner of the animal shall be liable for all redemption fees incurred pursuant to chapter 6.16.080 of this title. Those fees shall be paid within six (6) days of the decision of a hearing officer or court, and before the animal is released from the Animal Shelter. If the owner fails to pay those fees and redeem the animal from the Animal Shelter within six (6) days of the decision of the hearing officer or court, the animal shall be deemed abandoned.

6.24.050 Failure to meet requirements: Inspection.

If all requirements for owners of potentially dangerous or vicious animals are not satisfied, or the owner is unable or unwilling to implement them, the animal shall be euthanized either by the Animal Shelter or by a licensed veterinarian. Proof of euthanasia shall be provided to the City Manager within three (3) days of its occurrence. The City Manager is authorized to make whatever inspections he/she deems necessary to ensure compliance with these provisions.

6.24.060 Notification of change of status.

A potentially dangers animal shall not be sold, bartered, given away, or laced in a new home without prior notification of and approval by the Animal Services Division. Any new owner must comply with the requirements of this section. If the animal in question dies, or is sold, transferred, or permanently removed from the City where the owner of the records resides, the owner of the potentially dangerous animal shall notify the Animal Services Division of the changed condition and new location of the animal in writing within two (2) business days.

6.24.070 Harboring a vicious animal as a misdemeanor: Disposition of vicious dogs through citation or criminal complaint: Other rights not restricted.

A. The keeping or harboring of a vicious animal, including a vicious dog, shall be considered a misdemeanor. As an alternative to filing a petition to have an animal declared vicious pursuant to this chapter, if an animal services officer has investigated and determined

that there is probable cause to believe that an animal is vicious, the animal services officer may issue a misdemeanor criminal citation or may submit the case to the City Attorney for filing of a criminal complaint. Upon conviction for a violation of this section, the Court may order the destruction of the animal or any conditions to insure that the animal is confined to an enclosure and such other measures to keep the animal under physical control. The animal may be seized and impounded pending final disposition by the Court.

B. Nothing in this Animal Regulations Ordinance shall limit the right of any person or officer to take any proceedings against a potentially dangerous or vicious animal or the owner thereof otherwise permitted or provided by federal, State or local law, including the Municipal Code.

6.24.80 Penalties for violation.

Violations of this chapter or any orders from a Court, a hearing officer, or the City Manager pursuant to this shall be deemed misdemeanors. Such violations shall also carry civil penalties up to one thousand dollars ($1,000.00).

Chapter 6.28

Excessive Animal Noise

6.28.010 Prohibition on harboring animals which make excessive noise.

No person shall keep, maintain or harbor, or cause or permit to be kept, maintained, or harbored, upon any premises within the City, any dog or animal which creates excessive noise. A violation of this section is a misdemeanor unless the City Attorney files the action as an infraction.

6.28.020 Enforcement action.

If an animal services officer determines upon investigation that there is probable cause to believe that the owner of the animal is maintaining an animal which creates excessive noise, the officer may take the following actions:

A. First offenses. For first time offenses, the officer should issue a warning to the owner of the animal notifying the owner of the excessive noise complaint(s) and inform the owner of steps necessary to correct the problem and the consequences if the owner fails to take corrective steps.

B. Second offenses. For second offenses, the officer should issue a first offense administrative citation or submit the matter to the City Attorney for enforcement.

C. Third and subsequent offenses. For third and subsequent offenses, the officer should issue the next level administrative citation or submit the matter to the City Attorney for enforcement.

D. Seizure and impoundment. The investigating officer may seize and impound an animal which is creating excessive noise. The owner of such animal shall be responsible for the costs of impoundment as provided for in Section 6.16.080 of this chapter.

6.28.030 Removal of animal from city.

Upon a third sustained offense within an eighteen (18) month period, the animal making the excessive noise shall be deemed a public nuisance requiring the owner to permanently remove the animal from the City. A failure to remove the animal shall be a misdemeanor.

Chapter 6.32

Enforcement

6.32.010 Entry on premises to seize and impound animals.

A. Any animal services officer or police officer may enter upon private property without a warrant for the following purposes:

1. When the officer has the express permission of the owner or occupant of the premises;

2. When the officer has probable cause to believe that any rabid, injured, sick, abandoned, mistreated or neglected animal is present;

3. When in pursuit of any animal at large in the City;

4. To seize and impound a potentially dangerous or vicious animal in accordance with Chapter 6.24 of this title;

5. When the officer has probable cause to believe that there exists in any building or upon any premises or property any condition which may be in violation of this chapter;

6. When the officer observes a violation of this chapter occurring upon any building or upon any premises or property, or when entry on the building, premises or property is necessary to prevent a continuing violation of this chapter;

7. When the officer is aiding with the execution of a search and/or seizure warrant;

8. Upon exigent circumstances or for any other lawful reason.

B. Before entering private property without the consent of the occupant, the officer shall make reasonable attempts to contact the occupant of the property, if possible.

C. If none of the circumstances exists for entry on private property without a warrant, the officer shall obtain a warrant before entering private property.

D. In no event shall entry on private property be more extensive than that necessary to seize the animal or to prevent further violations of this chapter or other animal services laws.

E. Neither the animal services officer, the police officer, or the City shall be liable for any damages from a reasonable entry.

F. Nothing in this section shall prevent an officer from entering private property during the performance of the officer's duties and under other legal authority.

6.32.020 Authority to arrest and to issue notices to appear.

Pursuant to the provisions of California Penal Code Section 836.5, any animal services officer, any police officer, the City Manager, or other person authorized by the City Council shall have the power and duty pursuant to this chapter to investigate complaints of violations of any provision of this chapter, and may arrest a person without a warrant whenever he/she has reasonable cause to believe that the person to be arrested has committed an infraction or a misdemeanor in his/her presence, which is a violation of this chapter, and may issue a citation to such person to appear in court to answer such charges.

6.32.030 Obstructing officers unlawful.

It is unlawful and shall be a misdemeanor for any person to willfully resist, delay or obstruct any animal services officer in the discharge or attempt to discharge any duty of his/her office.

6.32.040 Applicability of State Laws: Conflicts in the Municipal Code.

A. Notwithstanding the provisions of this chapter, the provisions of the California Food and Agricultural Code, Health and Safety Code, Penal Code, and Code of Regulations relating to animal health, control and care, and rabies control, shall apply when such provisions are more stringent than the provisions of this chapter.

B. If a section elsewhere in the Municipal Code is in conflict with a provision of this chapter, the more stringent provision shall apply.

6.32.050 Use of equipment to impound and firearms authorized.

In performance of his/her duties, an animal services officer shall have the authority to employ the use of a tranquilizer gun and any animal-control equipment or device in common use within the State, necessary to take up and impound an animal.

6.32.060 Liability of city.

No liability shall be incurred by the City for the disposition of any animal made pursuant to the provisions of this chapter.

6.32.070 Animal Services Fees.

Fees will be charged for animal services and shall be as set forth by City Fee Schedule or by separate resolution.

6.32.080 Mutual aid authority.

An animal services officer, upon receiving a request for assistance from another animal services officer, another animal services department, peace officer or public official, or having requested assistance from another animal services department, shall be empowered to enforce all State, city, county or municipal codes and/or chapters which are related to his/her field of enforcement in that jurisdiction.

6.32.090 Cost recovery for animal and police services.

When an animal services officer or police officer responds to an animal at large, a menacing animal, or an animal creating excessive noise more than three times within a forty-eight (48) hour period, the owner of the animal shall be liable for the cost to provide special services to respond to the animal at large, menacing dog or excessive noise. Charges shall include a reasonable charge for the officer's time, the actual cost of any equipment used or damaged, together with an additional ten (10) percent for administrative overhead. These charges shall be computed and a bill submitted to the owner of the animal. The bill shall be a debt owed to the City and a failure to pay that bill within thirty (30) days is a violation of the Municipal Code. If the City is obligated to initiate litigation to recover this debt, the owner shall be liable for cost of suit, attorneys' fees, and cost of collection.

6.32.100 Violations: Penalties.

Violations of Title 6 shall be misdemeanors unless a particular section designates that a violation is an infraction. The City Attorney may file any violation of this Title deemed a misdemeanor as an infraction. Each and every day a violation exists is a separate offense.

SECTION 3. The City Clerk is authorized to cause this ordinance or a summary of this ordinance to be published in a newspaper of City circulation in the Reedley Exponent, a newspaper of City circulations published and circulated in the City of Orange Cove, within fifteen (15) days after its adoption. If a summary of the ordinance is published, the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted at City Hall at least five (5) days prior to the meeting at which the ordinance is adopted and again after the meeting at which it is adopted. The ordinance shall become effective thirty (30) days after its adoption.

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The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on _____ and was passed and adopted at a regular meeting of the City Council held on _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
City Clerk

APPROVED:

_____
Mayor, City of Orange Cove