



AGENDA

Victor P. Lopez, Mayor

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

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

WEDNESDAY, JANUARY 25, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. CALL TO ORDER/WELCOME

- a. Roll Call
- b. Invocation
- c. Flag Salute

B. CONFIRMATION OF AGENDA

C. PRESENTATION

1. Presentation by Ryan Jolley City Auditor regarding the Audited Financial Statements for the year ending June 30, 2016
2. Presentation by the Boys and Girls Clubs of Fresno County
3. Presentation by David Lopez Member of the Orange Cove Events Committee

D. CONSENT CALENDAR

4. City Warrants for the month of December 2016
5. City Council Meeting Minutes of January 11, 2017

E. ADMINISTRATION

City Engineer:

6. **SUBJECT:** Consideration and Discussion regarding the Fixture Retrofit Project Guideline Modifications

Recommendation: Council to review and consider approving the Water-Energy Grant 2015 Fixture Rebate Program Modifications, and instruct staff to submit them for approval by California Department of Water Resources

7. **SUBJECT:** Consideration and Discussion regarding the Tentative Map for Joe Serna Estates II

Recommendation: Council to direct staff to file an application for a Tentative Tract Map to subdivide the former basin lot into five lots that can be sold for home sites.

City Manager:

8. **SUBJECT:** Consideration and Discussion regarding the Development of Infrastructure of the NW corner of Park Blvd. and Anchor Avenue

Recommendation: Council to consider approving the construction drawings and specifications for Option A of the infrastructure of the NW Corner of Park Blvd. and Anchor Avenue, and the City Engineer to complete drawings for bidding of infrastructure work.

9. **SUBJECT:** Consideration and Discussion regarding the Cooperation Agreement between the City of Orange Cove and Capitol Rivers

Recommendation: Council to consider approving the Cooperation Agreement between the City of Orange Cove and Capitol Rivers

10. **SUBJECT:** Consideration and Discussion regarding the Audited Financial Statements for the year ending June 30,

Recommendation: Council to consider approving the Audited Financial Statements for the year ending June 30, 2016

11. **SUBJECT:** Consideration and Discussion regarding the Contract between the City of Orange Cove and the Boys and Girls Clubs of Fresno County

Recommendation: Council to consider approving the Contract between the City of Orange Cove and the Boys and Girls Clubs of Fresno County for the usage of the Orange Cove Community Center

F. PUBLIC FORUM

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

G. CITY MANAGER'S REPORT

H. CITY ATTORNEY'S REPORT

I. CITY COUNCIL COMMUNICATIONS

J. 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 cityoforange Cove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

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

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

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

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



MINUTES

Joint Meeting of City Council and Successor Agency to the Redevelopment Agency of the City of Orange Cove

Victor P. Lopez, Mayor

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

**Gilbert Garcia, Council Member
Josie Cervantes, Council Member**

**WEDNESDAY, JANUARY 11, 2017 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646**

A. Call to Order/Welcome

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

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

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

C. Presentation

4. Administer the Oath of Office to Officer Hieu Ngo

City Clerk June V. Bracamontes administered the Oath of Office to Officer Hieu Ngo.

D. Administration

Chief of Police:

5. **SUBJECT:** Monthly Activity Report.

Recommendation: Informational Item Only.

The following items were presented by the Chief of Police:

- Curran and Gonzales on call
- Explorers
- Grants received a chief 4,095 dollars for ATV
- BSCC grant have \$10,000 prior year use of video purchases
Previous grant to city and given to different counties of Fresno portion has to go to small cities
- New BSCC grant \$20,810 grant will be use it for supplement can add to outreach and intervention gang violence prevention program; Fresno PD will be doing the training the rest by the 27th of January need to tell them how we are going to spend the money
- Homeland security grant
- Monthly report for the Month of December 2016.

E. City Council and Successor Agency:

6. **SUBJECT:** Consideration and Discussion regarding Adopt resolutions of the Successor Agency to the Orange Cove Redevelopment Agency approving the Recognized Obligation Payment Schedule 17-18 for the July 1, 2017 through June 30, 2018 period and approving the Administrative Budget for Fiscal Year 2017-18.

Recommendation: Council and the Successor Agency to consider approving the following:

- a. Resolution SA 2017-01 Approving the Successor Agency's Administrative Budget for Fiscal Year 2017-18 pursuant to Health & Safety Code Section 34177(j)

Upon the motion by Member Diana Guerra Silva and seconded by Councilwoman Minerva Pineda, Council and Successor Agency approved the Administrative Budget for Fiscal Year 2017-18 pursuant to Health & Safety Code Section 34177(j)

- b. Resolution SA 2017-02 Approving the Recognized Obligation Payment Schedule 17-18 for July 2017 through June 2018 and Authorizing its Transmittal

Upon the motion by Member Diana Guerra Silva and seconded by Member Minerva Pineda, The Successor Agency approved the Recognized Obligation Payment Schedule 17-18 for July 2017 through June 2018 and Authorizing its Transmittal

7. **SUBJECT:** Consideration and Discussion regarding the Proposal for Fiscal Year 2017-18 Successor Agency Consulting Services by RSG, Inc.

Recommendation: Council and the Successor Agency to consider Adopting Resolution No. 2017-03 Approving a Contract with RSG, Inc. to Provide Consulting Services to the Successor Agency through Fiscal Year 2017-18

Upon the motion by Member Diana Guerra Silva and seconded by Member Minerva Pineda, the Successor Agency approved the Proposal for Fiscal Year 2017-18 Successor Agency Consulting Services by RSG, Inc. and having the City Manager or the Mayor sign the agreement.

F. Public Forum

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

None.

G. City Manager's Report

None.

H. City Attorney's Report

None.

I. City Council Communications

Councilwoman Minerva Pineda:

Greeted Everyone Happy New Year. Attended the donuts event with the Fire Department and Explorers and attended the Christmas Toy Give Away.

Mayor Pro Tem Diana Guerra Silva:

Nothing to report.

Mayor Victor P. Lopez

Thanked those who contributed for the Christmas Toy Give Away, and thanked the Police and Fire Department for participating. Ruffled 45 bikes and raffled every half hour and children were happy. 8 special children that wrote letters received a special gift they wanted. Young man 24 years old wanted a lap top and other ladies that help the community received lap tops. Parents were extremely happy and really appreciate the donations to the city.

Attended the JPA meeting and members went to the dam Mayor gave a presentation in Spanish going forward looking good for us. Feinstein and Valadao looks good member representing the valley honored to be a voting member will keep us in form

J. Adjournment

Mayor Lopez adjourned the City Council Meeting at 6:55 p.m.

RESPECTFULLY SUBMITEED:

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Fixture Retrofit Project Guideline Modifications
Attachments: None

RECOMMENDATION:

Council review and approve the Water-Energy Grant 2015 Fixture Rebate Program Modifications, and instruct staff to submit them for approval by California Department of Water Resources.

EXECUTIVE SUMMARY:

The City has received a grant from the California Department of Water Resources (DWR) to implement a bathroom fixture rebate program. Homeowners are given rebates for the replacement of older toilets, shower heads and bath faucets with new low-flow fixtures upon showing a paid invoice from the plumber. The rebates have been limited to owner-occupied residences. Due to the low utilization, the city may not meet the goals of the program. We recommend that the Council consider the following modifications:

1. Open the program to rental units.
2. Add for leak inspection by city personnel and allow repair service by plumbers for leaks in single-family, commercial and City owned properties up to \$1,000 per unit.
3. Request a six-month extension for the program.

Any changes in the program will need to be approved by DWR.

BACKGROUND:

The City received a grant for \$280,000 to implement a bathroom fixture rebate program. Homeowners apply to the City and a verification is performed by City Staff to insure the residence is eligible. Once eligibility is confirmed, the homeowner contracts with a licensed plumber of their choice to replace toilets, shower heads and bathroom faucets with new low-flow fixtures. Once

Prepared by: GH

Approved by: *SDM*

REVIEW: City Manager: *JK*

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent			<input type="checkbox"/>	Public Hearing
<input type="checkbox"/> Info Item			<input type="checkbox"/>	Matter Initiated by a Council
<input type="checkbox"/> Action Item			<input type="checkbox"/>	Member
<input type="checkbox"/> Department Report			<input type="checkbox"/>	Other
<input type="checkbox"/> Redevelopment Agency			<input type="checkbox"/>	Continued to: _____

the fixtures have been replaced, inspected and a paid receipt from the plumber has been submitted to the City, then the homeowner will receive a rebate check from the City. The staff has reduced the time to process rebate checks to within 5 to 7 days of final inspection and the plumber has been working with the property owners who do not have the up-front money.

The program was originally estimated to replace 385 each of toilets, shower heads and bathroom faucets. Since the beginning of the program in January 2016, applications have been completed and verified as eligible with the following results:

Number of homes issued rebates.....	47
New Toiles installed.....	78
New Showerheads installed	74
New Bath Faucets installed	80
Total Expenses Invoiced to DWR.....	\$68,145

The Program ends June 30, 2017 and the current rate of activity is not enough to meet the goal of the program. In order to increase participation we recommend the Council make the following modifications to the program:

1. Open the program to rental units, both single family and multi-family.
2. Add a component that will inspect single-family residences whose water meters detect a leak and eliminate the source of the leak up to \$1,000 per residence.
3. Request a six-month extension from DWR in order for the changes to be approved by DWR and implemented.

REASON FOR RECOMMENDATION:

This recommendation is given for the following reasons:

1. To increase the participation in the program to benefit additional property owners.
2. Reduce overall city water consumption by reducing the number of leaks in customer's homes and businesses. The new meter software shows that about 300 out of 1,600 meters are detecting leaks.
3. Provide good performance record on the grant for future applications to DWR.

FISCAL IMPACT:

The City will pay the rebates to the property owner and then invoice the State for the rebate and city-incurred costs to implement the program.

ALTERNATIVES:

Council may offer suggestions for other modifications.

ACTIONS FOLLOWING APPROVAL:

The proposed changes will be submitted to DWR for approval. Once approved, the modifications to the program will be advertised.

CONFLICT OF INTEREST:

None.



For the Meeting of: January 25, 2017

CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Tentative Map for Joe Serna Estates II
Attachments: Preliminary Map

RECOMMENDATION:

Council direct staff to file an application for a tentative tract map to subdivide the former basin lot into five lots that can be sold for home sites

EXECUTIVE SUMMARY:

The temporary storm drain basin at the Joe Serna Estates subdivision is no longer needed due to the installation of a storm drain pipeline that was constructed last year. The basin will be backfilled when weather permits. The lots could then be sold at market value. A tentative tract map needs to be processed in order to have saleable lots.

BACKGROUND:

The 0.78-acre basin property is owned by the City and is one lot that was created when the original tract map was filed. A tentative tract map will be considered by the Planning Commission at a Public Hearing and they will make a recommendation to the City Council. The Council will have the final decision on the Tentative Map. If the tentative map is approved, then a final map will be recorded.

Five lots can be created, four of which will be 52.5 feet wide and one which will be 65.5 feet in width. All lots will be 122 feet deep. The wider lot is necessary for an 18-foot easement along the west side for sewer and storm drain pipelines, as shown on the attached map. The sewer and water services for these lots were installed when the original tract was constructed. Once the weather clears the basin will be filled and the lots will be ready for sale and construction.

Prepared by: GH

Approved by: *Samuel Adams*

REVIEW: City Manager: *SB*

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

___ Consent

___ Info Item

___ Action Item

___ Department Report

___ Redevelopment Agency

___ Public Hearing

___ Matter Initiated by a Council Member

___ Other

___ Continued to: _____

REASON FOR RECOMMENDATION:

Removal of the storm drain basin that is no longer needed will allow 5 lots for new housing within the City.

FISCAL IMPACT:

The proceeds from the sale of the 5 lots will go to the General Fund to pay for the basin back filling expense.

ALTERNATIVES:

Council may choose not to subdivide the lot.

ACTIONS FOLLOWING APPROVAL:

A tentative tract map will be processed through the Planning Commission and City Council.

CONFLICT OF INTEREST:

None.

**TENTATIVE MAP OF
TRACT NO. 6113 JOE
SERNA ESTATES II**
IN THE CITY OF ORANGE COVE COUNTY OF
FRESNO, STATE OF CALIFORNIA
CONSISTING OF ONE SHEET

LEGAL DESCRIPTION

LOT 48 OF TRACT NO. 5794, FRESNO ESTATES I ACCORDING TO THE MAP THEREOF RECORDED IN VOL. 74, PAGE 88-91, F.S.B.

VARIETY MAP



NOTE

1. THIS AREA IS NOT SUBJECT TO FLOOD INVADATION.
2. THERE ARE NO EXISTING UNDERGROUND FEATURES SHOWN AS WELLS, CESSPOOLS, SEWERS, COLLECTORS, STORM DRAINS AND OTHER UNDERGROUND STRUCTURES WITHIN THE PROPOSED SUBDIVISION, EXCEPT AS NOTED.
3. ALL STREETS ADJACENT TO THE BOUNDARIES OF THIS SUBDIVISION HAVE BEEN PREVIOUSLY DEDICATED FOR PUBLIC USE (UNLESS OTHERWISE NOTED).
4. THIS SITE IS IN FLOOD ZONE "X" AND IS NOT FLOOD PRONE PER THE FLOOD INSURANCE RATE MAP.
5. ALL PROPOSED SEWER, WATER, STORM DRAIN, GAS, CABLE, TELEPHONE AND SANITARY LINES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY OF ORANGE CODE STANDARDS SPECIFICATIONS.
6. SURROUNDING LAND USES:
EAST - SINGLE FAMILY RESIDENTIAL
WEST - SINGLE FAMILY RESIDENTIAL
WEST - ORCHARD

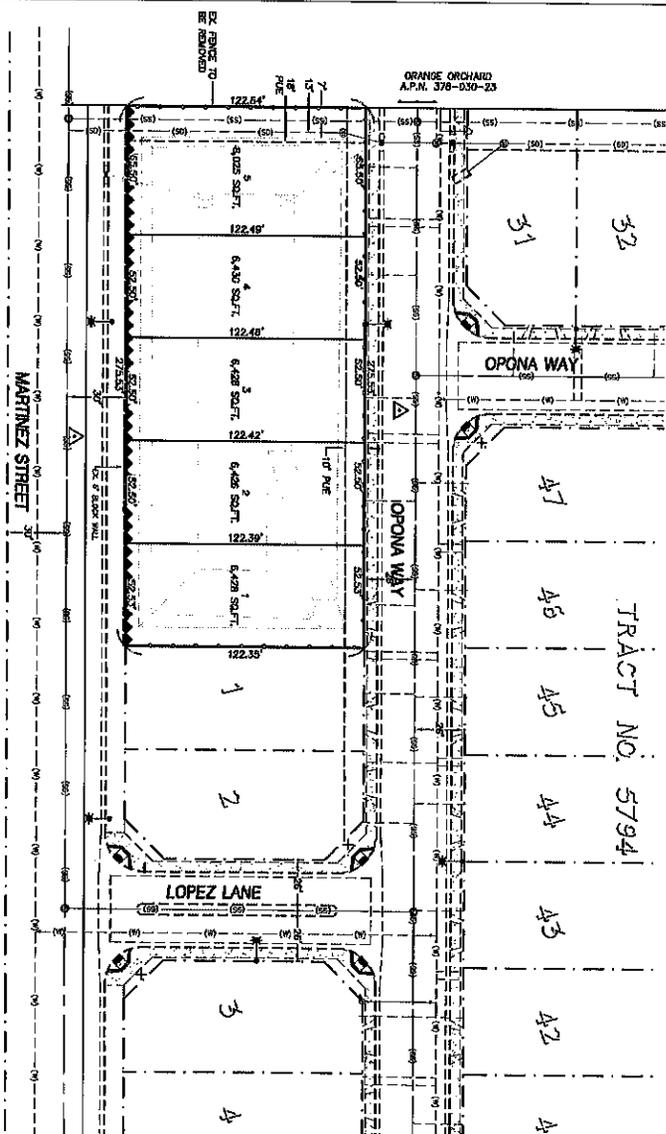
LEGEND

- PUBLIC UTILITY PASSENGER FREIGHTWAY OR TRUCK
- HIGHWAY OR STATE ROUTE
- INDICATED FOR PUBLIC USE
- DEDICATED FOR PUBLIC USE
- POWER POLE
- EXISTING POWER POLE
- EXISTING SANITARY SEWER (SIZE AS NOTED)
- EXISTING WATER (SIZE AS NOTED)
- EXISTING GAS & CABLE
- OVERHEAD ELECTRICAL LINE
- INDICATES RELATIONSHIP OF DIRECT VERTICAL ACCESS RIGHTS.
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- INDICATES DIRECTION OF DRAINAGE FLOW
- EXISTING SIDEWALK
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE

MINIMUM LOT SIZE: 6,423 SQUARE FEET
MINIMUM LOT AREA: 1.47 ACRES
MINIMUM LOT SIZE: 8,742 SQUARE FEET

OWNER/SUBDIVIDER
CITY OF ORANGE COVE
3000 SERRA AVENUE
ORANGE, CA 93644
PH: (869) 522-1482

ASSASSOR'S PARCEL NUMBER
776-592-48
CITY OF ORANGE
CITY OF ORANGE



**YAMABE & HORN
ENGINEERING, INC.**

3000 SERRA AVENUE
ORANGE, CA 93644
TEL: (869) 344-3423
FAX: (869) 344-3423

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**AGREEMENT BETWEEN CITY OF ORANGE COVE AND
THE BOYS & GIRLS CLUBS 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 & Girls Clubs 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 & Girls Clubs 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 & GIRLS CLUBS OF FRESNO COUNTY

Diane Carbray, President/CEO

Date: _____