



AGENDA

Victor P. Lopez, Mayor

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

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

WEDNESDAY, MAY 13, 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. 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.

D. Consent Calendar:

1. City Council Minutes, Meeting of March 25, 2015

E. Administration

Police Department:

1. **SUBJECT:** Presentation and discussion by Chief of Police, Marty Rivera regarding monthly statistical report

Recommendation: Informational item only

2. **SUBJECT:** Consideration of a Memorandum of Understanding between the City and the Orange Cove Police Protection District for a monetary contribution to the City to assist in the purchase of a Ford Utility Police Interceptor patrol vehicle

Recommendation: Staff recommends that the City Council approve the MOU.

Building Official:

3. **SUBJECT:** Presentation and discussion by Building Official, Ray Hoak regarding Development Project Update

Recommendation: Informational item only

City Manager:

4. **SUBJECT:** Consideration of an Agreement between the City of Orange Cove and Target Eight Advisory Council Relating to Child Development Services under the California Department of Education California State Preschool Program

Recommendation: Council to approve the Agreement for Child Development Services Under the California Department of Education California State Preschool Program between the City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017.

5. **SUBJECT:** Discussion regarding Americans with Disabilities Act community workshop to be held May 14, 2015 at the City's Community Center.

Recommendation: Informational item only

F. City Attorney's Report

G. City Manager's Report

H. City Council Communications

I. Closed Session

1. Conference with Legal Counsel-Anticipated Litigation
Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (One potential case)
2. Conference with Legal Counsel-Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One potential case)
3. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency designated representatives: Sam Escobar, City Manager; Bianca Sparks, City Attorney
Employee organization: Orange Cove Police Officers Association

J. Reconvene City Council Meeting

Report out of closed session

K. 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, MARCH 25, 2015 - 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
Councilmember Gilbert Garcia
Councilman Josie Cervantes
Councilmember Minerva Pineda

COUNCIL ABSENT: Mayor Pro Tem Diana Guerra Silva

STAFF PRESENT: City Manager Samuel A. Escobar
City Clerk June V. Bracamontes
Police Chief, Marty Rivera
Attorney Bianca Sparks
Finance Director, Lan Bui

INVOCATION: Council Member Gilbert Garcia

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

C. Presentations

1. Presentation by Elisa Torres regarding Home Services

Not present.

2. Presentation by American Legion Alta Post 19 regarding Vietnam Veteran Wall

Mr. Joe Rivera and Mr. Frank Nunez representative of the American Legion Alta Post 19 presented to Council about the Vietnam Veteran Wall that will arrive on April 18, 2015, and in addition requesting a donation from the City.

(Donation request will be placed on the next City Council Agenda)

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.

1. Mr. Manuel Ferreira from Orange Cove presented a concern about the Skate Park. No smoking/alcohol signs and a lot of activity going on at the skate park.

Mayor Lopez indicated that under the Program SER an individual originally from Orange Cove has been accepted by the program and will help supervise the Skate Park facility.

2. Mr. Tom Greenwood Fire Chief of the Orange Cove Fire Protection District invited and presented to Council the fund raiser Dinner on March 28, 2015

E. City Council/Successor Agency Consent Calendar:

1. Consideration of Resolution No. 2015-12 Approving the City's Warrants
2. City Council Minutes of February 4, 2015
3. City Council Minutes of March 2, 2015
4. Consideration of a Professional Services Agreement with Rosenow-Spevacek Group, Inc. for Redevelopment Consulting Services in an Amount Not to Exceed \$20,462.00

5. Consideration of an Assignment and Assumption of Development Agreement for the Property Located at 1555 South Avenue, Orange Cove, CA, Commonly Known as Orchard Village
6. Consideration of a Subordination Agreement with Orchard Village 188, LP, the City of Orange Cove, JPMorgan Bank and Trust, and JP Morgan Chase Bank for the Property Located at 1555 South Avenue, Orange Cove, CA, commonly known as Orchard Village

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

F. Administration

City Engineer:

1. **SUBJECT:** Consideration of a Resolution Vacating Various Alley and Street Rights of Way (Public Hearing)

Recommendation: It is recommended that the City Council open the public hearing, and adopt a Resolution vacating various alley and street rights of way.

Mayor Lopez opened and closed the Public Hearing. No Comments from the public.

Upon the motion by Councilwoman Pineda and seconded by Councilwoman Cervantes, Council approved the Resolution vacating various alley and street rights of way as presented. (Yes Vote: Lopez, Garcia, Pineda, Cervantes)(Absent Mayor Pro Tem Guerra- Silva)

Finance Director:

2. **SUBJECT:** Presentation and discussion regarding the Monthly Financials for February 2015

Recommendation: Informational item only

Finance Director, Lan Bui, presented the Monthly Financial for February 2015.

The Cash Summary; Summary of Cash and Investments; Breakdown of Operating Account; Breakdown of LAIF Account; Balance Sheet of Governmental Funds; Statement of Revenue, Expenditures and Changes in Fund Balance; Statement of New Position Proprietary Funds; Statement of Revenue, Express and Changes in Fund Net Position; and Combining Balance Sheet Non Major Governmental Funds.

City Manager:

3. **SUBJECT:** Orange Cove Area Chamber of Commerce Blossom Trail Event consideration of the following:
- a. Park and Street Use Agreement with the Orange Cove Area Chamber of Commerce for the Blossom Trail Event
 - b. Resolution approving a request for a fee waiver for the Orange Cove Area Chamber of Commerce's Blossom Trail Event

Recommendation: City Council approve the Park and Street Use Agreement and the Resolution approving the fee waiver for the Orange Cove Area Chamber of Commerce's Blossom Trail Event

Upon the motion by Councilman Garcia and seconded by Councilwoman Cervantez, Council approved a) Park and Street Use Agreement with the Orange Cove Area Chamber of Commerce for the Blossom Trail Event; an b) Resolution approving a request for a fee waiver for the Orange Cove Area Chamber of Commerce's Blossom Trail Event (Yes Vote: Lopez, Garcia, Pineda, Cervantes) (Absent Mayor Pro Tem Guerra- Silva)

G. City Attorney's Report

4. **SUBJECT:** Consideration of an Ordinance Amending Section 2.08.050 (Compensation), and Repealing Sections 2.08.080 (Removal Procedure) and 2.08.090 (Agreements on Employment) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Orange Cove Municipal Code

Recommendation: Introduce and waive further reading of an ordinance of the City of Orange Cove amending Section 2.08.050 (Compensation), and Repealing Sections 2.08.080 (Removal Procedure) and 2.08.090 (Agreements on Employment) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Orange Cove Municipal Code.

Upon the motion by Councilwoman Pineda and seconded by Councilman Garcia, Council approved a two part motion first to waive further reading by title only and a second a motion to introduce Ordinance 371. (Yes Vote: Lopez, Garcia, Pineda, Cervantes)(Absent Mayor Pro Tem Guerra- Silva)

Upon the motion by Councilman Garcia and seconded by Councilwoman Cervantez, Council approved to waive further reading by title only. (Yes Vote: Lopez, Garcia, Pineda, Cervantes)(Absent Mayor Pro Tem Guerra-Silva)

Upon the motion by Councilwoman Pineda and seconded by Councilman Garcia, Council approved to introduce Ordinance 371. (Yes Vote: Lopez, Garcia, Pineda, Cervantes)(Absent Mayor Pro Tem Guerra- Silva)

H. City Manager's Report

City Manager introduced the following events:

Farm Workers Appreciation day March 27, 2015 from 12noon to 3pm.

Spring Clean Up March 28, 2015

Easter Event April 4, 2015

Annual Forecast Event in Fresno on April 9, 2015

Building Planning/Public Works ongoing projects:

Orchard Village

Sewer Main

Century Builders

Cal Home

I. City Council Communications

Councilman Gilbert Garcia:

Attended the Chamber Award Dinner recognizing prominent people, very nice event.

Councilwoman Josie Cervantes:

Also attended the Chamber Award Dinner

Councilwoman Minerva Pineda:

Attended the Orange Cove High School Academic Awards Night; Chamber Event and supported the 5K run.

Mayor Lopez

Nothing to report at this time.

Mr. Ralph Pardo related to the Closed Session item #2 and presented the following concerns:

1. City needs an economic development and sought an economic development strategic plan. Based on the study three areas were determined. The First to attract, retain and grow local retail businesses. The second, to develop local industry based on our strengths, and third to develop local tourism. Mr. Pardo stated that the City can follow City of Clovis and create a resort type town and

prosper; or the city can copy the West side of Fresno by adding more and bigger junk yards and possibly add to our distress.

2. Mr. Mario Villarreal commented on the Closed Session item #2 and indicated that the towing business is not a junk yard business. It is a SMOG Shop and there is 14 acres of room. The City needs tax revenues.
3. Irene Alvarado of Orange Cove stated how many towing companies we need in the city. We have a prime industrial land which is an entrance and a gateway into the city. The City needs to attract businesses to provide jobs. Need to weigh the pro and cons.
4. Ms. Leticia Mendoza of Orange Cove presented to Council that the key word is resident of Orange Cove. The Housing Authority just remodeled along with other homes in the area of the industrial park. A resident wouldn't want a towing company or a junk yard which is an eye sore. Don't agree.

J. Closed Session

(Council went into Closed Session at 7:45 p.m.)

1. Conference with Legal Counsel-Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (One Case)
2. Conference with real property negotiators
Government Code Section 54956.8
Property: Industrial Park Property corner of South and Center Street
City Negotiators: Sam Escobar, City Manager and Bianca Sparks, City Attorney
Negotiating Parties: 1) Alex Lopez (2 acres); 2) Matt Kuykendall (2 acres)
Under Negotiation: Price and Terms of Payment
3. Conference with Legal Counsel pursuant to Government Code Section 54957(b) (1):

Public Employee Performance Evaluation
Title: City Manager
4. Conference with Legal Counsel-Anticipated Litigation
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: (One Case)

K. Reconvene City Council Meeting

Mayor Lopez reconvened the City Council Meeting at 9:20 p.m. and report out of closed session as follows:

City attorney presented that the City Council met in Closed Session with respect to items #1, #2, #3 and #4 as posted on the agenda, with respect to items #1, #2 and #4 direction was given to the City Attorney's Office with respect to item #3 there was no reportable action nothing further to report.

L. Adjournment

Mayor Lopez adjourned the City Council Meeting at 9:20 p.m.

RESPECTFULLY SUBMITTED:

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO COUNCIL:

DATE: _____

ACTION: _____



ORANGE COVE POLICE DEPARTMENT
550 Center Street Orange Cove California 93646
Ph: 559-626-5106 / Fax: 559-626-7565
Email: marty.rivera@oc-pd.com

Date: May 13, 2015

Title: Consideration of a Memorandum of Understanding between the City of Orange Cove and the Orange Cove Police Protection District for a monetary contribution to allow the City to purchase a Ford Police Interceptor Sport Utility Vehicle.

SUBMITTED: Marty Rivera
Chief of Police

BACKGROUND

The City's Police Department ("Department") has not purchased any replacement patrol vehicles since the Department was formed in 2009. Since then, the patrol vehicles have been used on a daily basis and are now beginning to cost the City substantial amounts of money for repairs. At the City Council's meeting of February 11, 2015, the Council authorized the purchase of two Ford Sport Utility Vehicles, to begin the replacement of the Department's aging patrol cars.

The Orange Cove Police Protection District ("District") encompasses approximately 14,397 acres including the City of Orange Cove, and the rural area surrounding the City. It provides assistance to the Fresno County Sheriff and the Orange Cove Police Department with various programs. Because the City provides necessary public safety and law enforcement services which benefit the District, through a Memorandum of Understanding ("MOU") the District has agreed to donate \$34,861.00 to cover the costs related to the purchase of a new police patrol vehicle, including the cost of retro-fitting the vehicle. To maximize the District's donation, the Department will use equipment currently on one of our used patrol vehicles to retrofit the new vehicle. The purchase of the new vehicle with the District's donation will bring the total number of new patrol vehicles to three.

In exchange for the donation, in the event that emergency services are necessary outside of the City's boundaries, but within the District's boundaries, the Department will respond to those calls with available personnel.

RECOMMENDATION

It is recommended that the City Council approve the MOU with the OCPPD for the donation of \$34,681.00 to purchase a new patrol vehicle.

Fiscal Impact

PRIDE

HONOR

PROFESSIONALISM

Limited fiscal impact to the City for the purchase of the vehicle. The only cost to the City will be for vehicle registration and possibly minor costs for items that are not able to be retro-fitted. Future costs will include fuel and normal maintenance, which are included in the Department's budget.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ORANGE COVE AND THE ORANGE COVE POLICE PROTECTION DISTRICT FOR A MONETARY CONTRIBUTION TO THE CITY TO ASSIST IN THE PURCHASE OF FORD UTILITY POLICE INTERCEPTOR PATROL VEHICLE

THIS Memorandum of Understanding ("MOU") is made and entered into this 13th day of May, 2015, ("Effective Date") by and between the City of Orange Cove, a municipal corporation (hereafter referred to as "CITY") and Orange Cove Police Protection District, a California special district (hereafter referred to as "DISTRICT"). The City and District are collectively referred to herein as the "Parties", and individually as "Party".

WHEREAS, the CITY has a Police Department which provides law enforcement and public safety services within the City of Orange Cove; and

WHEREAS, the DISTRICT serves an area that includes the CITY as well as area surrounding the CITY; and

WHEREAS, the DISTRICT provides funding on an "as needed" basis to all law enforcement agencies that provide services in the DISTRICT; and

WHEREAS, the Parties have cooperated in many ways over the years to ensure that law enforcement and public safety services are provided to the residents of the CITY and the DISTRICT; and

WHEREAS, DISTRICT recognizes that the Orange Cove Police Department's provides necessary public safety and law enforcement services to the CITY which benefits DISTRICT; and

WHEREAS, the DISTRICT desires to contribute monies to the CITY to partially offset CITY'S purchase of a police patrol vehicle.

AGREEMENT

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

1. Law Enforcement Services

(a) CITY will use the contribution provided by DISTRICT to offset the purchase costs for a police interceptor police vehicle to be used by the CITY's Police Department. This cost includes the vehicle, related necessary equipment, and costs for retro-fitting the equipment from a currently owned vehicle.

(b) To the extent authorized by law and subject to available resources, in the event emergency services are necessary outside the CITY's boundaries but within the DISTRICT's

boundaries, the CITY's Police Department shall respond to such calls with available personnel. DISTRICT acknowledges that the CITY's police officers are held to the requirements of the law and any of the CITY's Police Department policies. DISTRICT agrees that it shall not have authority to direct the law enforcement activity of any CITY police officer.

(c) The Parties agree that CITY shall retain control over the vehicle and equipment and other terms and conditions relating to the vehicle purchase, and that the vehicle purchased using the DISTRICT's contribution is the property of the CITY.

2. DISTRICT Contribution.

(a) To assist CITY in its purchase, within sixty (60) days of the Effective Date of this MOU, the DISTRICT shall contribute to CITY Thirty Four Thousand Eight Hundred Sixty-One Dollars (\$34,861.00) pursuant to the terms of this Agreement.

(b) This contribution shall be subject to DISTRICT'S annual budget requirements.

3. Term of Agreement. The MOU shall commence as of the Effective Date and shall terminate on May 12, 2021.

4. Termination of Agreement.

(a) Either Party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other Party.

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

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

5. Indemnification.

(a) DISTRICT shall defend, indemnify, and hold harmless CITY, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' fees, arising out of or in connection with its acts or omissions under this Agreement, except such loss or damage which was caused by the sole

negligence, or willful misconduct of CITY.

(b) CITY shall defend, indemnify, and hold harmless DISTRICT, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' fees, arising out of or in connection with its acts or omissions under this Agreement, except such loss or damage which was caused by the sole negligence, or willful misconduct of DISTRICT..

(c) This section shall survive termination or expiration of this MOU.

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

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

8. Independent Contractor and Not a Partnership. For the purposes of this MOU, CITY and DISTRICT shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this MOU establishes, constitute, or will be construed as establishing or constituting a partnership or agency or employment relationship between CITY and DISTRICT.

9. Notices. Any notice required or intended to be given to either Party under the terms of this MOU shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the Party at the address listed below, or at such other address as the Parties may from time to time designate by written notice.

DISTRICT: Orange Cove Police Protection District
Attn:
Address:

CITY: City of Orange Cove
Attn: Sam Escobar
633 Sixth Street
Orange Cove, CA 93646

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

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

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

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

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

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

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

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

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

19. Extent of Agreement. Each Party acknowledges that they have read and fully understand the contents of this MOU. This MOU represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be modified only by written instrument duly authorized and executed by both CITY and DISTRICT.

20. This MOU may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. Each person executing this MOU hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

IN WITNESS WHEREOF, the Parties have executed this Agreement at Orange Cove, California, as of the Effective Date.

“DISTRICT”
Orange Cove Police Protection District

“CITY”
City of Orange Cove

By: _____
Name, Title

By: _____
Victor Lopez, Mayor

ATTEST

ATTEST

By: _____

By: _____

APPROVED AS TO FORM

By: _____
Bianca Sparks, City Attorney

**AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND
TARGET EIGHT ADVISORY COUNCIL RELATING TO CHILD
DEVELOPMENT SERVICES UNDER THE CALIFORNIA
DEPARTMENT OF EDUCATION CALIFORNIA STATE
PRESCHOOL PROGRAM**

JULY 1, 2015 TO JUNE 30, 2017

This Agreement is entered by and between the City of Orange Cove, herein referred to as "CONTRACTOR" and the Target Eight Advisory Council, herein referred to as the "SUBCONTRACTOR".

1. PURPOSE

The purpose of this Agreement is to delegate operating responsibility from CONTRACTOR to SUBCONTRACTOR for child care services authorized by the CONTRACTOR'S contract from the California Department of Education, which is attached and incorporated herein by reference as Exhibit A and which is referred to herein as the "PRIME CONTRACT."

2. TERM

The term of this Agreement shall be from July 1, 2015 to June 30, 2017. The time for performance under this Agreement shall not begin prior to nor shall the time extend beyond the time period of the PRIME CONTRACT.

3. PERFORMANCE IN ACCORDANCE WITH PRIME CONTRACT

All activities authorized by this Agreement will be performed within the approved program policies, the approved budget, the contract funding terms and conditions, and appropriate Early Education and Support Division ("EESD"), California Department of Education directives, in accordance with the application and PRIME CONTRACT between the CONTRACTOR and the California Department of Education. The consideration paid to the SUBCONTRACTOR by CONTRACTOR as provided in this Agreement shall be the full compensation paid to SUBCONTRACTOR for all of the SUBCONTRACTOR'S expenses incurred in the performance of its obligations under the terms of this Agreement.

4. CONSIDERATION

Funding of this Agreement is subject to the appropriation and availability of funds from the State. Subject to the provisions set forth in this Section, consideration under this Agreement paid to SUBCONTRACTOR shall not exceed ninety seven point five percent (97.5%) of the approved funding, received by the CONTRACTOR from the California Department of Education for this purpose. The CONTRACTOR shall retain the remainder as administrative fees.

In the event that CONTRACTOR receives notification from the California Department of Education of an amendment to the PRIME CONTRACT which modifies the reimbursement rate or the funding terms and conditions, either party may initiate renegotiation of the consideration that SUBCONTRACTOR is entitled to receive under the provisions of this Agreement.

5. REIMBURSEMENT AND RECORDS

Subject to receipt of funds from the State of California, pursuant to the PRIME CONTRACT, the CONTRACTOR agrees to reimburse the SUBCONTRACTOR for authorized expenditures. The SUBCONTRACTOR shall maintain such records and accounts including property, personnel, and eligibility records, as are deemed necessary by CONTRACTOR and the EESD, and such records will be retained for five (5) years after expiration of this contract unless permission to destroy them is granted by both the CONTRACTOR and the EESD. CONTRACTOR shall retain all financial records. An inventory of equipment purchased by contract funds will be kept by the SUBCONTRACTOR and CONTRACTOR.

CONTRACTOR has the right (at SUBCONTRACTOR'S office, upon not less than one business day notice, and during business hours) to inspect the books and records of SUBCONTRACTOR as are pertinent to the purposes of this Agreement.

6. TERMINATION

The CONTRACTOR or SUBCONTRACTOR may, by giving thirty (30) days written notice specifying the effective date, terminate this contract in whole or in part with or without cause. Reasons for termination may include, but shall not be limited to: (a) failure, for any reason of the SUBCONTRACTOR to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and EESD directives as may become generally applicable at any time, including but not limited to, any licensing requirements; (b) submission by the SUBCONTRACTOR to the CONTRACTOR of reports that are incorrect or incomplete in any material respect; (c) ineffective or improper use of funds provided under this contract; (d) suspension or termination by the EESD of funding to the CONTRACTOR under the PRIME CONTRACT and/or specifically under this Agreement; or (e) termination for convenience by either the CONTRACTOR or SUBCONTRACTOR.

In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the SUBCONTRACTOR under this contract shall be disposed of according to CONTRACTOR and EESD directives, and the SUBCONTRACTOR shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the SUBCONTRACTOR shall not be relieved of liability to the CONTRACTOR for damages sustained by the CONTRACTOR by virtue of any breach of the contract by the SUBCONTRACTOR.

7. INDEPENDENT CONTRACTOR

The status of the SUBCONTRACTOR under this Agreement shall be that of an independent contractor and at no time shall SUBCONTRACTOR (or agents or employees of SUBCONTRACTOR) be, or represent itself to be, officers, employees, or agents of the CONTRACTOR or the State of California.

8. COMPLIANCE WITH CITY AND STATE OF CALIFORNIA REQUIREMENTS

The SUBCONTRACTOR will administer the program in accordance with the rules, regulations, and policies of the CONTRACTOR and the California Department of Education, including the "General Assurances" form attached to CONTRACTOR'S PRIME CONTRACT with the California Department of Education; Funding Terms and Conditions and Program Requirements for Child Development Programs Fiscal years 2015-16 and 2016-17; and state regulations.

9. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR shall monitor, evaluate, and provide technical and accounting assistance to the SUBCONTRACTOR in the conduct of activities delegated under this Agreement. The SUBCONTRACTOR agrees to submit to the CONTRACTOR such reports as may be required by the EESD, California Department of Education directives or by the CONTRACTOR. The SUBCONTRACTOR also agrees to prepare and retain, and remit to CONTRACTOR to inspect, as CONTRACTOR deems necessary, all SUBCONTRACTOR agency records pertaining to this program. SUBCONTRACTOR agrees to submit to CONTRACTOR, on a quarterly basis, at an appropriate City Council meeting, a status report on SUBCONTRACTOR'S activities pursuant to this Agreement, and any other information requested by the City Manager and/or City Council.

10. ASSIGNMENT

The CONTRACTOR may also assign and transfer this contract when required by the EESD.

11. BONDING OF PERSONNEL

The SUBCONTRACTOR'S personnel who are authorized to sign checks will be bonded in an amount, which will cover the total amount under the control of the SUBCONTRACTOR at any time. A Certificate of Insurance shall be provided to the CONTRACTOR verifying the SUBCONTRACTOR'S fidelity bond coverage. Further, such Certificate of Insurance shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

12. REVENUES AND EXPENDITURES; AUDIT

SUBCONTRACTOR shall report all revenues and expenditures in accordance with California State Accounting Manual procedures. CONTRACTOR will conduct an annual audit in accordance with California Department of Education Audit Guidelines. The SUBCONTRACTOR is liable for any audit exception caused by, or as a result of, lack of performance as required by this Agreement.

13. PURCHASES

In no case can equipment be purchased in excess of \$7,500.00 by item, without prior written approval of the CONTRACTOR and the EESD. Title to any equipment purchased with state funds rests with SUBCONTRACTOR only as long as this Agreement is in effect. Upon termination of the Agreement, title to all remaining equipment and supplies shall revert to CONTRACTOR. Insurance on property leased will be provided by SUBCONTRACTOR.

14. TRAVEL AND PER DIEM

Travel and per diem expenses of SUBCONTRACTOR shall be reimbursed only at rates not exceeding those amounts paid to the majority of California Department of Education's represented employees computed in accordance with Department of Personnel Administration regulations, California Administrative Code, Title 2, Subchapter 1.

15. MONTHLY CLOSING OF ACCOUNTS

The CONTRACTOR will close its accounting records on the last day of each month for preparation of the required monthly statement.

16. MONTHLY ATTENDANCE RECORDS

The SUBCONTRACTOR will close its attendance records on the last day of each month for preparation of the required monthly statement. Monthly reports of enrollment and attendance shall be submitted to the CONTRACTOR by the 15th day of each month.

17. HOLD HARMLESS FOR NON-RECEIPT OF FUNDS

The SUBCONTRACTOR will hold the CONTRACTOR harmless for any contract obligations entered into that cannot be met due to non-receipt of funds from the California Department of Education.

18. INDEMNIFICATION AND DEFENSE

The SUBCONTRACTOR shall defend, indemnify and hold harmless CONTRACTOR and the State of California, their officers, agents, and employees from any and all actions, claims, losses or damages to persons or property, penalties, obligations or liabilities

that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or any other organization arising out of the operation or maintenance or other activities of SUBCONTRACTOR or its agents, employees, or independent contractors under this Agreement.

19. INSURANCE

The SUBCONTRACTOR shall provide and maintain in force, during the term of this contract, comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000.00. The policy or policies of liability insurance shall name the CONTRACTOR as an additional insured under the terms of such policy or policies. Further, such policy shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

20. WORKERS COMPENSATION

The SUBCONTRACTOR shall provide Workers Compensation Insurance, Unemployment Insurance, and Disability Insurance for all of its employees, as required by law.

21. CERTIFICATES OF INSURANCE

Certificates for all types of insurance mentioned above shall be furnished to the CONTRACTOR within two (2) weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, the nature of the coverage, the policy limits, and the expiration date. All such policies shall be provided to the City Manager, City of Orange Cove at 633 Sixth Street, Orange Cove, California 93646.

22. MODIFICATION OF AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by SUBCONTRACTOR and CONTRACTOR, and no oral understanding or agreement not incorporated in the Agreement shall be binding on either party to the Agreement. Amendments to this Agreement are subject to the prior written approval of the California Department of Education.

23. LICENSING REQUIREMENTS

SUBCONTRACTOR is responsible for hiring of qualified staff and maintaining required ratios in accordance with licensing and California Department of Education requirements. In addition, (i) SUBCONTRACTOR is responsible for seeing that sites meet all licensing requirements and that the appropriate licenses remain in effect for the life of the Agreement and any extensions hereof.

24. NONDISCRIMINATION CLAUSE

The "Nondiscrimination Clause" included in the CONTRACTOR'S PRIME CONTRACT with the State of California, as specified in Titled 2, California Code of

Regulations, Chapter 5, Section 8107, is incorporated herein by this reference and shall be binding on all actions of both parties under the terms of this Agreement.

25. APPROVAL OF AGREEMENT

This Agreement shall have no force or effect unless and until it has been approved in writing by the EESD of the Department of Education of the State of California, and any work performed by the SUBCONTRACTOR prior to the date of such approval shall not be used as a claim against the State of California or CONTRACTOR.

26. ENROLLMENT PRIORITY

To the extent that it is permitted by law and by the regulations of the State of California, SUBCONTRACTOR shall give priority for enrollment in the Child Care Program to residents of the City of Orange Cove.

27. NOTICES

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party. If mailed, postage prepaid addressed as follows:

CONTRACTOR:

c/o City Manager
City of Orange Cove
633 Sixth Street
Orange Cove, California 93646

SUBCONTRACTOR:

Target Eight Advisory Council, Inc.
555 G Street
Attention: Maurice Castillo
Secretary-Treasurer

For the purposes of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mail, if mailed to the party to whom notice is give in the manner provided in this Section. Either party may, at any time, change its address designated above by giving to the other party thirty (30) days written notice of the new address to be used for the purpose of this Section.

28. INTEGRATED AGREEMENT

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and this Agreement supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

29. SEVERABILITY

If, for any reason this Agreement shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the CONTRACTOR or by the SUBCONTRACTOR, or if for any reason it is held by such a court that any of the covenants and conditions of SUBCONTRACTOR hereunder, is unenforceable for the full term hereof, then and in such event, all of the other terms, provisions and conditions of this Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

CONTRACTOR:
City of Orange Cove

SUBCONTRACTOR:
Target Eight Advisory Council Inc.

Samuel Escobar, City Manager

Mario Villarreal, Member

Date: _____

Date: _____

ATTEST:

June Bracamontes, City Clerk

APPROVED AS TO FORM:

Bianca Sparks, City Attorney

**AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND
TARGET EIGHT ADVISORY COUNCIL RELATING TO CHILD
DEVELOPMENT SERVICES UNDER THE CALIFORNIA
DEPARTMENT OF EDUCATION CALIFORNIA STATE
PRESCHOOL PROGRAM**

JULY 1, 2015~~4~~ TO JUNE 30, 2017~~5~~

This Agreement is entered by and between the City of Orange Cove, herein referred to as "CONTRACTOR" and the Target Eight Advisory Council, ~~herein~~ herein referred to as the "SUBCONTRACTOR".

1. PURPOSE

The purpose of this Agreement is to delegate operating responsibility from CONTRACTOR to SUBCONTRACTOR for child care services authorized by the CONTRACTOR'S contract from the California Department of Education, which is attached and incorporated herein by reference as Exhibit A and which is referred to herein as the "PRIME CONTRACT."

2. TERM

The term of this Agreement shall be from July 1, 2015~~4~~ to June 30, 2017~~5~~. The time for performance under this Agreement shall not begin prior to nor shall the time extend beyond the time period of the PRIME CONTRACT.

3. PERFORMANCE IN ACCORDANCE WITH PRIME CONTRACT

All activities authorized by this Agreement will be performed within the approved program policies, the approved budget, the contract funding terms and conditions, and appropriate ~~Child Development~~ Early Education and Support Division ("EESD"), California Department of Education directives, in accordance with the application and PRIME CONTRACT between the CONTRACTOR and the California Department of Education. The consideration paid to the SUBCONTRACTOR by CONTRACTOR as provided in this Agreement shall be the full compensation paid to SUBCONTRACTOR for all of the SUBCONTRACTOR'S expenses incurred in the performance of its obligations under the terms of this Agreement.

4. CONSIDERATION

Funding of this Agreement is subject to the appropriation and availability of funds from the State. ~~Subject to the provisions set forth in this Section, c~~Consideration under this Agreement paid to SUBCONTRACTOR shall not exceed ninety ~~six~~ ~~seven~~ point five percent (97.5%) of the approved funding, received by the CONTRACTOR from the California

Department of Education for this purpose. The ~~City~~ CONTRACTOR shall retain the remainder as administrative fees

In the event that CONTRACTOR receives notification from the California Department of Education of an amendment to the PRIME CONTRACT which modifies the reimbursement rate or the funding terms and conditions, either party may initiate renegotiation of the consideration that SUBCONTRACTOR is entitled to receive under the provisions of this Agreement.

5. REIMBURSEMENT AND RECORDS

Subject to receipt of funds from the State of California, pursuant to the PRIME CONTRACT, the CONTRACTOR agrees to reimburse the SUBCONTRACTOR for authorized expenditures. The SUBCONTRACTOR shall maintain such records and accounts including property, personnel, and eligibility records, as are deemed necessary by CONTRACTOR and the ~~Child Development Division~~ EESD, and such records will be retained for five (5) years after expiration of this contract unless permission to destroy them is granted by both the CONTRACTOR and the ~~Child Development Division~~ EESD. CONTRACTOR shall retain all financial records. An inventory of equipment purchased by contract funds will be kept by the SUBCONTRACTOR and CONTRACTOR.

CONTRACTOR has the right (at SUBCONTRACTOR'S office, upon not less than one business day notice, and during business hours) to inspect the books and records of SUBCONTRACTOR as are pertinent to the purposes of this Agreement.

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6. TERMINATION

The CONTRACTOR or SUBCONTRACTOR may, by giving thirty (30) days written notice specifying the effective date, terminate this contract in whole or in part with or without cause. Reasons for termination may include, but shall not be limited to: (a) failure, for any reason of the SUBCONTRACTOR to fulfill in a timely and proper manner its obligations under this contract, including compliance with the approved program and attached conditions, and such statutes, Executive Orders, and ~~Child Development Division~~ EESD directives as may become generally applicable at any time, including but not limited to, any licensing requirements; (b) submission by the SUBCONTRACTOR to the CONTRACTOR of reports that are incorrect or incomplete in any material respect; (c) ineffective or improper use of funds provided under this contract; (d) suspension or termination by the ~~EESD Child Development Division~~ EESD of funding to the CONTRACTOR under the PRIME CONTRACT and/or specifically under this Agreement; or (e) termination for convenience by either the CONTRACTOR or SUBCONTRACTOR.

In the event of any termination, all property, finished or unfinished documents, data, studies, and reports purchased or prepared by the SUBCONTRACTOR under this contract shall be disposed of according to CONTRACTOR and ~~EESD Child Development Division~~ EESD directives, and the SUBCONTRACTOR shall be entitled to compensation for any un-reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract.

Notwithstanding the above, the SUBCONTRACTOR shall not be relieved of liability to the CONTRACTOR for damages sustained by the CONTRACTOR by virtue of any breach of the contract by the SUBCONTRACTOR.

7. INDEPENDENT CONTRACTOR

The status of the SUBCONTRACTOR under this Agreement shall be that of an independent contractor and at no time shall SUBCONTRACTOR (or agents or employees of SUBCONTRACTOR) be, or represent itself to be, officers, employees, or agents of the CONTRACTOR or the State of California.

8. COMPLIANCE WITH CITY AND STATE OF CALIFORNIA REQUIREMENTS

The SUBCONTRACTOR will administer the program in accordance with the rules, regulations, and policies of the CONTRACTOR and the California Department of Education, including the "General Assurances" form attached to CONTRACTOR'S PRIME CONTRACT with the California Department of Education; Funding Terms and Conditions and Program Requirements for Child Development Programs Fiscal years 2015-16 and 2016-17; and state regulations.

~~The SUBCONTRACTOR shall provide periodic reports to CONTRACTOR from time to time including but not limited to the following: (i) a report after the first 30 days to inform the City Council of the transition of the program from the previous subcontractor regarding number of children re-enrolled, number of new children enrolled, staff retention, and staff training; (ii) a report after the first 90 days and every 90 days thereafter regarding the contract implementation, progress and issues; and (iii) reports as requested by the City Manager or City Council.~~

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9. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR shall monitor, evaluate, and provide technical and accounting assistance to the SUBCONTRACTOR in the conduct of activities delegated under this Agreement. The SUBCONTRACTOR agrees to submit to the CONTRACTOR such reports as may be required by the EESD Child Development Division, California Department of Education directives or by the CONTRACTOR. The SUBCONTRACTOR also agrees to prepare and retain, and remit to CONTRACTOR to inspect, as it ~~CONTRACTOR~~ deems necessary, all SUBCONTRACTOR agency records pertaining to this program. SUBCONTRACTOR agrees to submit to CONTRACTOR, on a quarterly basis, at an appropriate City Council meeting, a status report on SUBCONTRACTOR'S activities pursuant to this Agreement, and any other information requested by the City Manager and/or City Council.

10. ASSIGNMENT

The CONTRACTOR may also assign and transfer this contract when required by the EESD Child Development Division.

11. BONDING OF PERSONNEL

The SUBCONTRACTOR'S personnel who are authorized to sign checks will be bonded in an amount, which will cover the total amount under the control of the SUBCONTRACTOR at any time. A Certificate of Insurance shall be provided to the CONTRACTOR verifying the SUBCONTRACTOR'S fidelity bond coverage. Further, such Certificate of Insurance shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

12. REVENUES AND EXPENDITURES; AUDIT

SUBCONTRACTOR shall report all revenues and expenditures in accordance with California State Accounting Manual procedures. CONTRACTOR will conduct an annual audit in accordance with California Department of Education Audit Guidelines. The SUBCONTRACTOR is liable for any audit exception caused by, or as a result of, lack of performance as required by this Agreement.

13. PURCHASES

In no case can equipment be purchased in excess of \$7,500.00 by item, without prior written approval of the CONTRACTOR and the ~~Child Development Division~~ EESD. Title to any equipment purchased with state funds rests with SUBCONTRACTOR only as long as this Agreement is in effect. Upon termination of the Agreement, title to all remaining equipment and supplies shall revert to CONTRACTOR. Insurance on property leased will be provided by SUBCONTRACTOR.

14. TRAVEL AND PER DIEM

Travel and per diem expenses of SUBCONTRACTOR shall be reimbursed only at rates not exceeding those amounts paid to the majority of California Department of Education's represented employees computed in accordance with Department of Personnel Administration regulations, California Administrative Code, Title 2, Subchapter 1.

15. MONTHLY CLOSING OF ACCOUNTS

The CONTRACTOR will close its accounting records on the last day of each month for preparation of the required monthly statement.

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The SUBCONTRACTOR will close its attendance records on the last day of each month for preparation of the required monthly statement. Monthly reports of enrollment and attendance shall be submitted to the CONTRACTOR by the 15th day of each month.

17. HOLD HARMLESS FOR NON-RECEIPT OF FUNDS

The SUBCONTRACTOR will hold the CONTRACTOR harmless for any contract obligations entered into that cannot be met due to non-receipt of funds from the California Department of Education.

18. INDEMNIFICATION AND DEFENSE

The SUBCONTRACTOR shall defend, indemnify and hold harmless CONTRACTOR and the State of California, their officers, agents, and employees from any and all actions, claims, losses or damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or any other organization arising out of the operation or maintenance or other activities of SUBCONTRACTOR or its agents, employees, or independent contractors under this Agreement.

19. INSURANCE

The SUBCONTRACTOR shall provide and maintain in force, during the term of this contract, comprehensive bodily injury and property damage liability insurance with a combined single limit of \$1,000,000.00. The policy or policies of liability insurance shall name the CONTRACTOR as an additional insured under the terms of such policy or policies. Further, such policy shall not be canceled without thirty (30) days prior written notice to the CONTRACTOR.

20. WORKERS COMPENSATION

The SUBCONTRACTOR shall provide Workers Compensation Insurance, Unemployment Insurance, and Disability Insurance for all of its employees, as required by law.

21. CERTIFICATES OF INSURANCE

Certificates for all types of insurance mentioned above shall be furnished to the CONTRACTOR within two (2) weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, the nature of the coverage, the policy limits, and the expiration date. All such policies shall be provided to the City Manager, City of Orange Cove at 633 Sixth Street, Orange Cove, California 93646.

22. MODIFICATION OF AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by SUBCONTRACTOR and CONTRACTOR, and no oral understanding or agreement not incorporated in the Agreement shall be binding on either party to

the Agreement. Amendments to this Agreement are subject to the prior written approval of the California Department of Education.

23. LICENSING REQUIREMENTS

SUBCONTRACTOR is responsible for hiring of qualified staff and maintaining required ratios in accordance with licensing and California Department of Education requirements. In addition, (i) SUBCONTRACTOR is responsible for seeing that sites meet all licensing requirements and that the appropriate licenses remain in effect for the life of the Agreement and any extensions hereof; and (ii) ~~SUBCONTRACTOR agrees that it will explore aligning the day care curriculum with that of the Kings Canyon School District and will cooperate with CONTRACTOR to ensure the alignment is implemented.~~

24. NONDISCRIMINATION CLAUSE

The "Nondiscrimination Clause" included in the CONTRACTOR'S PRIME CONTRACT with the State of California, as specified in Titled 2, California Code of Regulations, Chapter 5, Section 8107, is incorporated herein by this reference and shall be binding on all actions of both parties under the terms of this Agreement.

25. APPROVAL OF AGREEMENT

This Agreement shall have no force or effect unless and until it has been approved in writing by the ~~EESD Child Development Division (CDD)~~ of the Department of Education of the State of California, and any work performed by the SUBCONTRACTOR prior to the date of such approval shall not be used as a claim against the State of California or CONTRACTOR.

26. ENROLLMENT PRIORITY

To the extent that it is permitted by law and by the regulations of the State of California, SUBCONTRACTOR shall give priority for enrollment in the Child Care Program to residents of the City of Orange Cove.

27. NOTICES

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party. If mailed, postage prepaid addressed as follows:

CONTRACTOR: c/o City Manager
City of Orange Cove
633 Sixth Street
Orange Cove, California 93646

SUBCONTRACTOR:

Target Eight Advisory Council, Inc.
555 G Street
Attention: Maurice Castillo
Secretary-Treasurer

For the purposes of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given on the second business day after mail, if mailed to the party to whom notice is give in the manner provided in this Section. Either party may, at any time, change its address designated above by giving to the other party thirty (30) days written notice of the new address to be used for the purpose of this Section.

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This Agreement is the complete and exclusive statement of the mutual understanding of the parties and this Agreement supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

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If, for any reason this Agreement shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by the CONTRACTOR or by the SUBCONTRACTOR, or if for any reason it is held by such a court that any of the covenants and conditions of SUBCONTRACTOR hereunder, is unenforceable for the full term hereof, then and in such event, all of the other terms, provisions and conditions of this Agreement, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

CONTRACTOR:
City of Orange Cove

SUBCONTRACTOR:
Target Eight Advisory Council Inc.

~~Victor Lopez, Mayor~~ Samuel Escobar, City Manager
~~Maurice Castillo, Secretary-Treasurer~~ Mario Villarreal, Member

Date: _____

Date: _____

ATTEST:

June Bracamontes, City Clerk

APPROVED AS TO FORM:

Bianca Sparks, City Attorney