



## AGENDA

**Victor P. Lopez, Mayor**

**Diana Guerra Silva, Mayor Pro Tem**

**Gilbert Garcia, Council Member**

**Minerva Pineda, Council Member**

**Josie Cervantes, Council Member**

**WEDNESDAY, SEPTEMBER 28, 2016 - 6:30 P.M.**

**Orange Cove Council Chambers**

**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**A. Call to Order/Welcome**

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

**B. Confirmation of Agenda**

**C. Consent Calendar**

- 1. City Warrants for the month of August 2016: (039521- 039861)
- 2. Special City Council Minutes of September 12, 2016
- 3. Approve Washington, D.C. Trip for Mayor Victor P. Lopez the week of October 3-6, 2016 regarding the San Joaquin Valley Water Infrastructure Authority
- 4. Approval of Supplemental Agreements for Federal Funds for Third Street and Center Street Trail and Resolution 2016-53

**D. Administration**

**Mayor Victor P. Lopez:**

- 5. **SUBJECT:** Consideration and Discussion regarding the Usage of the Orange Cove Community Center and waiving all fees for a free Medical and Dental Services on November 19, 2016 requested by The Tzuchi Medical Mobile Clinic

**Recommendation:** Council to approve the Usage of the Orange Cove Community Center and waiving all fees for a free Medical and Dental Services on November 19, 2016 requested by The Tzuchi Medical Mobile Clinic

6. **SUBJECT:** Consideration and Discussion regarding a request from Cultiva La Salud for Mayor Lopez to speak at the Powerful People; Leadership Development Training on October 17<sup>th</sup> at 6pm-8pm in Orange Cove.

**Recommendation:** Council to approve Mayor Victor P. Lopez to be the guest speaker for the Leadership Development Training on October 17, 2016 at 6pm-8pm in Orange Cove.

**Police Chief:**

7. **SUBJECT:** Consideration and Discussion regarding the VNS Quotes for a new server, computers and firewall for the Orange Cove Police Department.

**Recommendation:** Council to consider approving the VNS Quotes for a new server, computers and firewall for the Orange Cove Police Department total amount of \$26,286.83.

**City Manager:**

8. **SUBJECT:** Consideration and Discussion regarding the Application for Reconstruction of the Bridge over the Friant-Kern Canal at Hills Valley Road.

**Recommendation:** Council to authorize City Manager to sign an application for the Federal Highway Bridge Program for the Rehabilitation of the bridge over the Friant-Kern Canal at Hills Valley Road.

9. **SUBJECT:** Consideration and Discussion regarding a request from Rajveer Rakkar, South San Joaquin Valley Regional Public Affairs Manager, approving Resolutions for the following:

**a. Resolution in Opposition to Proposition 53**

**b. Resolution in Support of Proposition 54**

**Recommendation:** Council to consider approving the Resolution Opposition to Proposition 53; and Resolution Supporting Proposition 54

10. **SUBJECT:** Consideration and Discussion regarding the Purchase Sale Agreement and Development Agreement between Capitol Rivers, Inc., a California corporation (“Buyer”) and The City of Orange Cove, a municipal corporation (“Seller”).

**Recommendation:** Council to consider approving the Purchase Sale Agreement and Development Agreement between Capitol Rivers, Inc., a California corporation (“Buyer”) and The City of Orange Cove, a municipal corporation (“Seller”).

**E. 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.

**F. City Manager’s Report**

**G. City Attorney’s Report**

**H. City Council Communications**

**I. 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](http://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.

**MINTES  
SPECIAL MEETING  
ORANGE COVE CITY COUNCIL**

**DATE: MONDAY, SEPTEMBER 12, 2016 – 6:00 P.M.**

**LOCATION: Orange Cove Council Chambers  
633 6<sup>th</sup> Street, Orange Cove, California 93646**

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**Victor P. Lopez, Mayor**

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

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

**A. CALL TO ORDER/WELCOME**

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

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

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

**B. ADMINISTRATION**

**City Manager**

- SUBJECT:** Consideration and Discussion regarding a reduction of Impact Fees for Commercial and Industrial Uses.

**Recommendation:** Council to approve the Resolution enacting a 60% reduction in Development Impact Fees for Commercial and Industrial uses beginning September 12, 2016 and continuing until December 31, 2017.

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Resolution enacting a 60% reduction in Development Impact Fees for Commercial and Industrial uses beginning September 12, 2016 and continuing until December 31, 2017. (Yes Vote: Lopez, Silva, Pineda and Cervantes)(Absent: Garcia)**

2. **SUBJECT:** Consideration and Discussion regarding the Joe Serna Grant and allocation of \$130,000.00.

**Recommendation:** Council to approve giving direction to staff to submit necessary documentation to the State pertaining to the Joe Serna Grant and approve allocation of \$130,000.00 of Joe Serna Grant money from four remaining lots to nine lots

**Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Pineda, Council approve giving direction to staff to submit necessary documentation to the State pertaining to the Joe Serna Grant and approve allocation of \$130,000.00 of Joe Serna Grant money from four remaining lots to nine lots. (Yes Vote: Lopez, Silva, Pineda and Cervantes)(Absent: Garcia)**

3. **SUBJECT:** Consideration and Discussion regarding Impact Fees for Joe Serna Subdivision.

**Recommendation:** Council to approve waiving the impact fees for the remaining lots for the Joe Serna Subdivision.

**Council to waive the impact fees about \$62,000 for 4 homes.**

**Upon the motion by Councilwoman Cervantes and seconded by Mayor Pro Tem Silva, Council approved to waive the impact fees for the remaining lots for the Joe Serna Subdivision. (Yes Vote: Lopez, Silva, Pineda and Cervantes)(Absent: Garcia)**

4. **SUBJECT:** Consideration and Discussion regarding donation to Orange Cove Farmer's and Artisans Market for Bingo Prizes.

**Recommendation:** Council to approve a donation in the amount of \$500.00 to the Orange Cove Farmer's and Artisans Market for Bingo Prizes.

**Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Pineda, Council approve a donation in the amount of \$500.00 to the Orange Cove Farmer's and Artisans Market for Bingo Prizes.**

**C. ADJOURNMENT:**

Mayor Lopez adjourned the City Council Meeting at 6:30 p.m.

RESPECTFULLY SUBMITTED:

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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:** Supplemental Agreements for Federal Funds for  
Third Street and Center Street Trail

**Attachments:** Resolution

**RECOMMENDATION:**

We recommend that the City Council adopt the attached resolution which approves the Program Supplement for Construction Funding, and authorizes the City Manager to sign the agreement on behalf of the City.

**EXECUTIVE SUMMARY:**

The City of Orange Cove has received an allocation of CMAQ Federal Transportation funds to construct sidewalks on Third Street from Railroad Avenue to Park Boulevard and a trail connection from Center Street to the existing trail. The Federal funds are administered through Caltrans, and the City has an existing Master Agreement to administer these projects. Each individual project requires a separate Program Supplement in order for the City to be reimbursed for expenses incurred on the project.

**BACKGROUND:**

This project has been previously awarded by Council and construction is underway. The allocation for funding is divided into two phases: design and construction, and this Program Supplement is for the construction phase.

This is a standard agreement required on all Federally-funded projects and the Council has approved them before for other projects. The instructions specifically state that "alterations should not be made to the agreement language."

**REASON FOR RECOMMENDATION:**

Prepared by: gh

Approved by: \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_

Finance: \_\_\_\_\_

City Attorney: \_\_\_\_\_

**TYPE OF ITEM:**

**COUNCIL ACTION:  APPROVED  DENIED  NO ACTION**

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

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

This action is necessary for the City to submit invoices to Caltrans and maintain funding.

**FISCAL IMPACT:**

The City will receive Federal funding for the project.

**ALTERNATIVES:**

None.

**ACTIONS FOLLOWING APPROVAL:**

The Agreement will be signed and returned to Caltrans.

**CONFLICT OF INTEREST:**

None.

RESOLUTION NO. 2016-53

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE APPROVING  
PROGRAM SUPPLEMENT NO. N-014-F, AGREEMENT FOR THIRD STREET  
SIDEWALKS AND CENTER STREET TRAIL CONNECTION

WHEREAS, the City of Orange Cove is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City of Orange Cove wishes to delegate authorization to execute these agreements and any amendments thereto.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
DOES find, determine, resolve and order as follows:

1. Program Supplement No. N-014-F, Agreement to Local Agency – State for Federal Aid Project No. CML-5301(019) is approved.
2. The City Manager is authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and/or any amendments thereto with the California Department of Transportation on behalf of the city.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 28th day of September, 2016, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

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June Bracamontes, City Clerk

## June Bracamontes

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**From:** Susette Ishizuka <susette.ishizuka@reedleycollege.edu>  
**Sent:** Wednesday, September 21, 2016 6:23 PM  
**To:** jb@cityoforange Cove.com  
**Cc:** Steven Voon (steven\_voon@tzuchi.us); oliviachungvoon@gmail.com  
**Subject:** 2016-11-19 Free Medical Clinic - CITY OF ORANGE COVE

Dear Ms. Bracamontes,

First of all let me express my deepest appreciation for helping Buddhist Tzu Chi Medical Foundation-Fresno Office to organize a free medical clinic in Orange Cove Community Center on November 19, 2016.

Buddhist Tzu Chi Foundation was established in 1966 by Venerable Dharma Master Cheng Yen. The Foundation dedicates itself in the fields of charity, medicine, education, environmental protection, international relief work and the establishment of one of the world's largest bone marrow donor registry. It also promotes humanistic values and community volunteerism.

In 1984, Buddhist Tzu Chi Foundation in the U.S. was established in California as a non-profit 501(c)(3) charitable organization. On July 19, 2010 the Foundation became an NGO in Special Consultative Status with the United Nations Economic and Social Council. On April 24, 2013 the White House honored the Tzu Chi Foundation as Hurricane Sandy "Champions of Change". Dharma Master Cheng Yen was awarded the "Rotary International Award of Honor" on July 4, 2014. And this year June 22, Tzu Chi Foundation received a prestigious honor as California Nonprofit Organization of the Year celebrated at Sacramento State Capital.

In Fresno, from our humble beginning with the first free health clinic event in 2001 at Boys and Girls Club, to currently each year holding several free health clinic outreach to different local community centers, schools and rural migrant camps. Each free clinic event aim to provide essential health services including: medical, dental, vision, acupuncture, chiropractic and other needed services. Our ultimate goal is to link most of the financially disadvantaged residents, regardless of their age, sex, race or religious affiliations to establish a quality medical care for them.

Buddhist Tzu Chi Foundation-Fresno Office is seeking your support to our medical mission so as to continue the much needed care and services in our community. Thank you for your consideration on this matter.

Sincerely,

*Susette Ishizuka*

Acctg Tech II-Business Service Office  
Scccd Reedley College  
995 N. Reed Avenue  
Reedley, Ca 93654  
Tel (559) 638-3641 ext 3450  
Fax (800) 643-1753

*Live simple, Love generously, Care deeply, Speak kindly*

## June Bracamontes

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**From:** Danielle Claybon <danielle@ccropp.org>  
**Sent:** Thursday, September 22, 2016 4:18 PM  
**To:** jb@cityoforangecove.com  
**Cc:** Genoveva Islas; Brandie Banks-Bey  
**Subject:** REQUEST FOR A GUEST SPEAKER: POWERFUL PEOPLE TRAININGS  
**Attachments:** DOC092216.pdf

Hi Victor,

I hope you're doing well. I work with Cultiva La Salud and we are doing the Powerful People: Leadership Development Training in Orange Cove. We began delivering the trainings in August and will end in February. We are wondering if you would be interested in supporting us by being a guest speaker for this session. We have a group of residents that attend the trainings and I think it would be great if you can be there to answer questions if they have any. Attached is the outline the trainer will be using and the handouts we will be giving the residents.

Our training date is: October 17th @ 6 pm- 8 pm.

Topic: "Knowing Your Local Government & Policies"

Let us know if you might be interested and I'm happy to talk with you about any other additional details

Thank you for your time!

--

**Danielle Claybon**  
Program Associate I, REACH

*Cultiva La Salud*  
2409 Merced Street, Ste. 101  
Fresno, CA 93721  
office: 559-498-0870 x113

email:[danielle@culturalasalud.org](mailto:danielle@culturalasalud.org)

## Overview

### SESSION OBJECTIVES:

- Understand the basics of local government and how decisions are made
- Learn how to contact local government officials and decision-makers
- Become familiar with your community's local politics
- Understand collaboration

#### Activity 1 — What Is Local Government and What Does It Do?

The first part of this session is a guided discussion about the basics of local government. For example, what are city and county governments and what do they do? The trainer will remind the group about the previous session's discussion on advocacy and reinforce how important local government is in community advocacy. The trainer will prompt the group to discuss concepts like what is a city council or board of supervisors, how to contact elected officials, what is public participation, etc. As a transition into the next part of the session, the trainer will help the group start identifying who their representatives are and basic information about them.

#### Activity 2 — Guest Panel: Local Politics, Potential Allies and Opponents

For the second part of this session, the trainer will moderate a discussion between the group and one or more local community organizers or leaders that are familiar with local politics. The trainer will have to prepare beforehand with the speakers and share with them what the session's goals are and the group's previous conversation about advocacy (advocacy team, allies, and opponents). During the session, participants will be given a chance to introduce themselves and their project to begin the conversation. The trainer will ask questions to guide guest speakers in talking about their experience with local politics and their advice about how to build support, who potential allies are, and preparing for possible opposition. Guest speakers can also help the group with their worksheet, *Who Represents You?* By the end of this session, participants should feel comfortable with basic concepts in local government, and have some idea of how their project fits into local politics.

#### Activity 3 — Collaboration

The last activity in this session is on collaboration. Participants should understand that their efforts in making change will be more successful if they are able to find mutually beneficial outcomes or collaborative opportunities with other individuals, other organizations or decision-makers. For example, getting buy-in and collaboration from more community members increases support for their efforts. In gaining support from broader segments of the community, program participants will need to make sure that their project is relevant and beneficial to others. Likewise, if they can connect their effort to other organizations, whether local or statewide, they can potentially increase their connections and resources. Moreover, if they can find the "win-win" in their efforts, with the interests of an elected official, they will gain a champion.

## Handout A: Who Represents You? (Continued on pages 79-82)

### MAYOR AND CITY COUNCIL

Insert Photo of Mayor	Insert Photo of Councilmember District 1	Insert Photo of Councilmember District 2	Insert Photo of Councilmember District 3	Insert Photo of Councilmember District 4	Insert Photo of Councilmember District 5
<input type="text" value="Mayor"/>	<input type="text" value="District 1"/>	<input type="text" value="District 2"/>	<input type="text" value="District 3"/>	<input type="text" value="District 4"/>	<input type="text" value="District 5"/>

#### Mayor

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
 Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
 City Hall Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Website: \_\_\_\_\_

#### Councilmember District 1

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
 Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
 City Hall Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Website: \_\_\_\_\_

#### Councilmember District 2

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
 Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
 City Hall Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Website: \_\_\_\_\_

**Councilmember District 3**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
City Hall Address: \_\_\_\_\_  
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Website: \_\_\_\_\_

**Councilmember District 4**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
City Hall Address: \_\_\_\_\_  
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Website: \_\_\_\_\_

**Councilmember District 5**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
City Hall Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

**COUNTY BOARD OF SUPERVISORS**

Insert Photo of Board Member  District 1	Insert Photo of Board Member  District 2	Insert Photo of Board Member  District 3	Insert Photo of Board Member  District 4	Insert Photo of Board Member  District 5
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**Board Member District 1**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
 Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
 City Hall Address: \_\_\_\_\_  
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**Board Member District 2**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
 Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
 City Hall Address: \_\_\_\_\_  
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**Board Member District 3**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
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 City Hall Address: \_\_\_\_\_  
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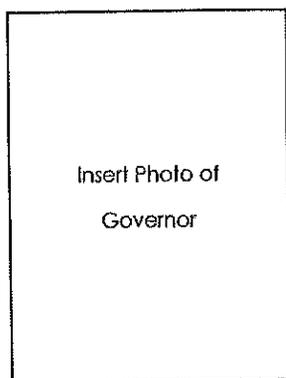
**Board Member District 4**

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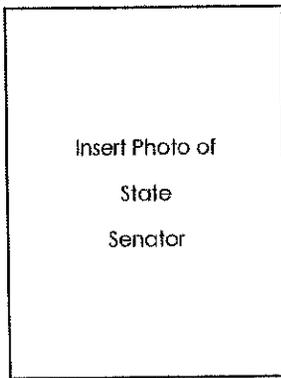
**Board Member District 5**

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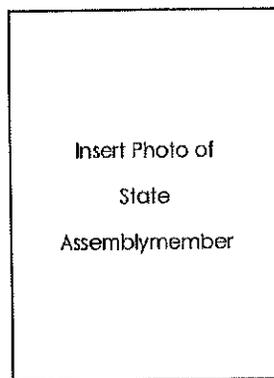
**STATE GOVERNMENT**



Governor



State Senator



State Assembly

**Governor**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_

Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_

Capitol Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

**State Senator**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_

Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_

Capitol Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

**State Assemblymember**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_

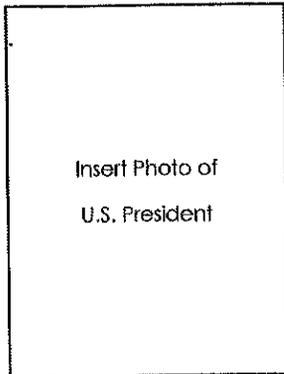
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Capitol Address: \_\_\_\_\_

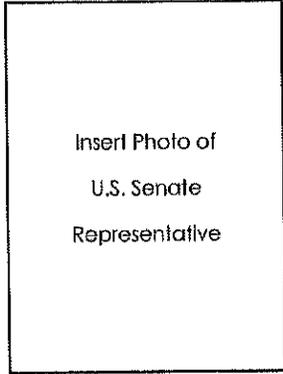
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

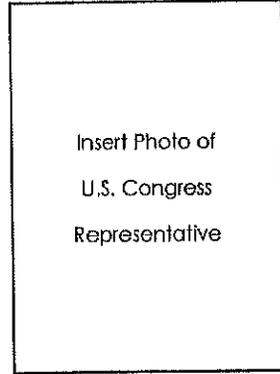
**FEDERAL GOVERNMENT**



President



U.S. Senate Rep.



U.S. Congress Rep.

**President**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
White House Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

**U.S. Senate Representative**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

**U.S. Congress Representative**

Name: \_\_\_\_\_ Political Affiliation: \_\_\_\_\_  
Elected Term began: \_\_\_\_\_ Elected Term ends: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Website: \_\_\_\_\_

**OTHER LOCAL/REGIONAL BODIES**

Organization Name:

Contact Person/Number:

Example: *Water Board, Air District Board, Planning Commission*

\_\_\_\_\_

Notes \_\_\_\_\_

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\_\_\_\_\_

Organization Name:

Contact Person/Number:

\_\_\_\_\_

Notes \_\_\_\_\_

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Organization Name:

Contact Person/Number:

\_\_\_\_\_

Notes \_\_\_\_\_

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Organization Name:

Contact Person/Number:

\_\_\_\_\_

Notes \_\_\_\_\_

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## Handout B: Collaboration

Collaboration is about working together. You can work with others on a project like a community garden, Walk to School Day event, or even on drafting a school meal policy. There are a number of ways to work with others. It's important that you share values and visions with people or groups that you partner with on projects. For example, if your group project is about improving your local park, some allies you might work with are the City Parks and Recreation Department, youth groups, churches or local sporting groups, to name a few. Make sure to find a group that has your shared interest and not some other agenda. Remember, in good collaboration everyone gets credit for their work and everyone benefits.

In the last session, we talked about allies. Think about allies as possible collaborators on your project. List as many people or groups below who would be potential collaborators on your project.

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1. What do you need help with? \_\_\_\_\_

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2. How can someone or some organization help you? \_\_\_\_\_

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3. How can you help that person or organization? \_\_\_\_\_

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## Handout C: Evaluation

Read each question and check the column that best represents your answer.

	NOT AT ALL	A LITTLE	A LOT
1. I understand the basics of local government and how decisions are made.			
2. I know how to contact local elected officials and other decision-makers.			
3. I am familiar with my community's local politics.			
4. I understand collaboration.			

### ADDITIONAL COMMENTS:

1. What was one important thing that you learned from this session? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What topics for future meetings would help you? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How could we improve this session? \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank You!



# CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Application for Reconstruction of the Bridge over the Friant-Kern Canal at Hills Valley Road.  
**Attachments:** None

**RECOMMENDATION:**

Council authorize the City Manager to sign an application for the Federal Highway Bridge Program for the rehabilitation of the bridge over the Friant-Kern Canal at Hills Valley Road

**EXECUTIVE SUMMARY:**

The bridge over the Friant-Kern Canal at Hills Valley Road is inspected annually by Caltrans for structural integrity and soundness. The latest inspection has determined that the bridge is "functionally obsolete." The Federal Highway Administration has a Highway Bridge Program (HBP) that will pay for rehabilitation of the bridge. An application needs to be submitted by September 30.

**BACKGROUND:**

The City Manager was recently contacted by Willdan & Associates regarding engineering services they can provide to small communities as the circuit engineer hired by Fresno Council of Governments. Willdan suggested that the City apply to the HBP for funding to reconstruct the bridge over the Friant-Kern Canal at Hills Valley Road. The HBP guidelines are changing on October 1 that would make this bridge not eligible for funding.

The west side of Hills Valley Road is in the City limits and the east side is in Tulare County. The City has partial responsibility for the maintenance of the bridge. The City can apply for funding for the entire bridge.

Prepared by: GH Approved by: \_\_\_\_\_

REVIEW: City Manager: \_\_\_\_\_ Finance: \_\_\_\_\_ City Attorney: \_\_\_\_\_

**TYPE OF ITEM:**

**COUNCIL ACTION:  APPROVED  DENIED  NO ACTION**

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

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

At this time the, funding will pay for the widening of the bridge from 30 feet to 40 feet. The possibility will be determined during the preliminary design phase if the entire bridge needs to be replaced. The estimated cost of the bridge widening is \$1.76 million including design and construction engineering. The City is eligible for 88.53% funding for the project, so the local match is \$202,000. Since half of the bridge is in Tulare County, they will be requested to pay half of the local share.

The Federal regulations for inclusion in this funding program are changing on October 1, 2016. After that date, this bridge work would no longer be eligible for funding. Approval of the application at this time will insure that the bridge is included on the funding list. The City may decide at a later date, but before any Federal funds are spent, that they do not wish to proceed with the project.

The schedule and budget for the project are as follows:

Engineering Design	FY 17/18	\$230,000
Right of Way Acquisition	FY 20/21	\$40,000
Construction	FY 22/23	<u>\$1,490,000</u>
	Total	\$1,760,000

**REASON FOR RECOMMENDATION:**

The City bears partial responsibility for maintenance and is eligible for funding to reconstruct the Hills Valley Road Bridge at Friant-Kern Canal. The HBP funding guidelines are being changed that will make this bridge not eligible for funding.

**FISCAL IMPACT:**

The City will expend street funds for the design and construction contracts for the bridge, if it is funded. The City may withdraw from the program before any Federal funds are spent.

**ALTERNATIVES:**

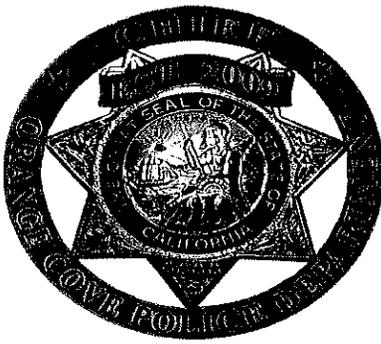
The Council may decide not to apply.

**ACTIONS FOLLOWING APPROVAL:**

The application will be submitted to Caltrans who will determine if funding should be allocated for the project.

**CONFLICT OF INTEREST:**

None.



**Marty Rivera**  
Chief of Police

**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

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**Date:** September 28, 2016

**Title:** Recommendation for Council to consider approving the purchase of computer server, computers and firewall.

**Submitted:** Marty Rivera  
Chief of Police

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**Recommendation:**

Most of the computer system at the police department is obsolete. The computer server is constantly going out of service and we keep paying to get it back into service. The IT people tell us that it is on the verge of completely breaking down and that if it crashes, we will lose some information that can't be retrieved. We also have five Windows XP computers. The Windows XP computers are no longer supported with updates by Microsoft and are vulnerable to malware. One of them is already broken beyond repair and the rest can go out at any time. I recommend that we replace the server and all five computers.

The cost for the server is	\$19,342.22
The five computers	\$ 5,726.62
Firewall	\$ 1,217.99

**Total cost:                   \$ 26,286.83**

**Fiscal Impact**

The computer server will be paid for on a lease/purchase plan over 48 months at a rate of \$5079.31 per year.

The computers will be paid for in one lump sum of \$ 5726.62.  
The firewall will also be paid in one lump sum of \$1217.99

The total cost of \$ 26,286.83 will come from the general fund.

**Prepared by:**  
**Marty Rivera Chief of Police**

PRIDE

**Approved by:**  
\_\_\_\_\_ **City Manager**

HONOR

PROFESSIONALISM

# VALLEY NETWORK SOLUTIONS

Excellence in Technology™

**Valley Network Solutions**  
 364 West Fallbrook Avenue  
 Suite 101  
 Fresno, California 93711-5858  
 United States  
 http://www.vns.net  
 (P) 559-650-2600  
 (F) 559-650-2601

**Quotation (Open)**  
**Date**  
 Jun 28, 2016 03:42 PM  
 PDT  
**Doc #**  
 45027 - rev 2 of 2  
**Description**  
 Server Upgrade - PD  
**SalesRep**  
 Kroeger, Danny  
 (P) (559) 650-2600 ext. 310  
 (F) (559) 650-2601  
**Customer Contact**  
 Gonzalez, Silvia  
 (P) 559-626-5106  
 silvia@oc-pd.com

**Customer**  
 City of Orange Cove (CO4059)  
 Gonzalez, Silvia  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489

**Bill To**  
 City of Orange Cove  
 Escobar, Samuel  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489  
 samescobar@cityoforangecove.com

**Ship To**  
 City of Orange Cove - Police  
 Dept  
 Gonzalez, Silvia  
 550 Center Street  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-5106  
 (F) 559-626-7565  
 silvia@oc-pd.com

**Customer PO:**

**Terms:**  
 Net 30 Days

**Ship Via:**  
 FedEx Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
<b>HP Server and Switch</b>						
1	HPE ProLiant DL160 Gen9 Base Server - rack-mountable - 1U - 2-way - 1 x Xeon E5-2620V3 / 2.4 GHz - RAM 16 GB - SAS - hot-swap 2.5" - no HDD - G200eH2 - GigE - Monitor : none - Smart Buy	783359-S01	Yes	1	\$1,656.95	\$1,656.95
2	Hewlett Packard Enterprise - HP DL160 Gen9 E5-2620v3 Kit	733939-B21	Yes	1	\$537.13	\$537.13
3	HP DDR4 - 8 GB - DIMM 288-pin - 2133 MHz / PC4-17000 - CL15 - 1.2 V - registered - ECC	726718-B21	Yes	6	\$235.89	\$1,415.34
4	Hewlett Packard Enterprise - 32GBmicroSDMainstream FlashKit	700139-B21	Yes	1	\$121.58	\$121.58
5	RackSolutions 2 Post Conversion Kit Rack bracket kit - 2U - 19" (pack of 4) Note: Conversion kit for the server to fit a 2-post rack.	2POST-2UKIT	Yes	1	\$120.24	\$120.24
6	Hewlett Packard Enterprise - Gen9 Dedicated iLO Mgmt Prt Kt	725581-B21	Yes	1	\$37.65	\$37.65
7	HPE Integrated Lights-Out Advanced License + 1 Year 24x7 Support - 1 server - for ProLiant DL360p Gen8, DL380 G6, DL380 Gen9, ML350p Gen8, XL170r Gen9, XL190r Gen9	512485-B21	Yes	1	\$294.00	\$294.00
8	HPE Foundation Care Next Business Day Service Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - Smart Buy - for ProLiant DL160 Gen9, DL160 Gen9 Base, DL160 Gen9 Entry	U8RG8E	No	1	\$301.33	\$301.33
9	HPE 2530-24G Switch Switch - managed - 24 x 10/100/1000 + 4 x Gigabit SFP - desktop, rack-mountable, wall-mountable	J9776A#ABA	Yes	1	\$535.52	\$535.52
10	RackSolutions 2 Post Conversion Bracket Rack bracket - 2U Note: Conversion kit for the switch to mount to a 2-post rack.	2UBRK-000C	Yes	1	\$33.15	\$33.15
<b>Subtotal</b>						<b>\$5,052.89</b>

#	Description	Part #	Tax	Qty	Unit Price	Total
<b>Synology NAS and Hard Drives</b>						
11	Synology RackStation RS815RP+ NAS server - 4 bays - rack-mountable - SATA 6Gb/s - HDD - RAID 0, 1, 5, 6, 10, JBOD, 5 hot spare, 6 hot spare, 10 hot spare, 1 hot spare - Gigabit Ethernet - iSCSI - 1U	RS815RP+	Yes	1	\$1,263.16	\$1,263.16
12	WD Red NAS Hard Drive WD20EFRX Hard drive - 2 TB - internal - 3.5" - SATA 6Gb/s - buffer: 64 MB - for My Cloud EX2; EX4	WD20EFRX	Yes	4	\$88.33	\$353.32
						Subtotal \$1,616.48
<b>VMware Licensing and Support</b>						
13	VMware vSphere Standard ( v. 6 ) - license - 1 processor	VS6-STD-C	No	1	\$918.27	\$918.27
14	VMware Support and Subscription Production Technical support - for VMware vSphere Standard Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min	VS6-STD-P- SSS-C	No	1	\$315.63	\$315.63
15	VMware vCenter Server Standard for vSphere ( v. 6 ) - license - 1 instance	VCS6-STD-C	No	1	\$5,532.69	\$5,532.69
16	VMware Support and Subscription Production Technical support - for VMware vCenter Server Standard for vSphere ( v. 6 ) - 1 instance - emergency phone consulting - 1 year - 24x7 - response time: 30 min	VCS6-STD-P- SSS-C	No	1	\$1,464.78	\$1,464.78
						Subtotal \$8,231.37
<b>Microsoft Server Licensing</b>						
17	Microsoft Windows Server 2012 R2 Standard License - 2 processors - local - MOLP: Government - English	P73-06299	Yes	1	\$630.02	\$630.02
18	Microsoft Windows Server 2012 License - 1 device CAL - local - MOLP: Government - English	R18-04292	Yes	10	\$20.87	\$208.70
Note: Currently eight workstations being monitored by VNS' NSC. Purchasing 10 device licenses will give two extra to be used if there are any devices not being monitored that need to connect to the server or any new devices that get added. Device CALS must be a 1:1 with how many devices access resources on the server.						
						Subtotal \$838.72
<b>VNS Professional Engineering Services - Senior Systems Engineer</b>						
19	Valley Network Solutions - (SSE) Integration and Support Services - Block Time 20 Hours, At \$150.00 per hour (SSE), less volume discount of 3% (\$145.50/hour)	9204935	No	1	\$2,910.00	\$2,910.00
Note: A detailed Scope of Work will be written upon acceptance of this quote and will need to be accepted by the customer prior to any products being ordered or service being scheduled.						
						Subtotal \$2,910.00
						Subtotal: \$18,649.46
						Tax (8.225%): \$592.76
						Shipping: \$100.00
						<b>Total: \$19,342.22</b>

Questions or comments?

Call us at (559) 650-2600, Option 2 (Sales)  
Email us at sales@vns.net  
Or, visit us at: <http://www.vns.net>

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or materials unless specifically listed above. Any professional services that may be required for installation or configuration not specifically listed above will be billed separately. NetCare customers will be billed at their contracted rate. All prices are subject to change without notice, and we will contact you prior to ordering if there is any increase.

Supply subject to availability.

Approval  
=====

To accept this quote, please PRINT name, SIGN and DATE here.

By signing above, you agree that you understand, and agree to the Terms and Conditions below, and authorize Valley Network Solutions, Inc. to begin ordering (and configuration of all equipment necessary for installation if services are being approved). Customer agrees that specifications, pricing and conditions are satisfactory. By signing you are also stating that you are an authorized officer or purchaser for your company and will be responsible for full payment of this order. Valley Network Solutions, Inc. will retain ownership of all materials until full payment is made, and reserves the right to pick up these materials for non-payment within the agreed payment terms.

Terms and Conditions  
=====

#### Third Party Products

- Customer understands that VNS assumes no responsibility or liability for the functionality or quality of third-party products that customer has acquired from other vendors. Should customer-provided products be found to be faulty or defective, this may increase the amount of time required to perform services specified above.

#### Return of Goods

- Credit will be allowed for goods returned with prior written approval from VNS. A minimum 15% restocking fee will be applied, unless the return was caused by an incorrect order placed by VNS or miss-configuration caused by VNS. Some items, such as opened software, or memory may not be returnable, so please be sure to request a return approval from us in writing. Verbal agreements for return approvals will not be honored by VNS. Customer will be responsible for all applicable shipping costs.
- All product returns must be processed within 15 days from the date of the invoice. Returns are subject to the discretion of the vendor.

#### Payment & Pricing

- Pricing is normally good for 15 days, however, on some highly volatile items such as memory, pricing can fluctuate by the hour.
- Pricing reflects best discounts available at time of quotation, and is based on entire order of this quote. Reductions in quantities may result in higher per-unit pricing, and accordingly, higher order volumes can result in much better pricing.
- Non Cash/Check/PO payments will incur a surcharge between 2.5% - 3.5% and not to exceed 4% (depending on card used).
- Pricing presumes that client will pay their invoices within the agreed upon terms, specified in this proposal. Any client that does not pay within the agreed upon terms will be subject to late fees and interest of 1.5% per month on any balances not paid within the payment terms offered in this proposal.

#### Delay in Delivery

- Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall seller be liable for any consequential or special damages arising from any delay in delivery.

#### Limitation of Liability

- Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to seller. Furthermore, seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at seller's option, and in no case shall seller be liable for incidental or consequential damage.
- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

#### Free Shipping Policy

- Free shipping, when available is applicable on items up to 150 pounds only.

#### Drop Ship Policy

- Customer is responsible for verifying that product(s) is/are received in good condition.
- Boxes and packages should not be opened. If opened, the product cannot be returned.
- Customer is responsible for verifying that the correct product(s) has/have been received.
- Customer agrees to pay for products as they are received, in the event that product delivery is staggered due to back-order situations. Customer understands that VNS will invoice for products, as they are delivered to the location the customer has specified in this agreement, whether it's a customer office or VNS offices due to the need to pre-stage products, as per customer approval.

#### Taxes

- Sales/use taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse seller for any such tax or provide seller with acceptable tax exemption certificate. Sales/use taxes are a destination charge, based on the SHIP TO address of your order.

#### Services Provisions

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#### No Solicitation or Hiring

- If any labor/services are being provided as part of this proposal, customer shall not solicit for employment any person employed by Valley Network Solutions, or its assignees, who has performed under this Agreement, for a period of one year after completion of this work. Should customer hire a VNS employee within one year of completion of this work, customer agrees to pay VNS an amount equal to three times the employees annualized salary.

#### Labor Estimates and Project Pricing

- Customer is aware that project quotes, for projects with a defined Scope of Work, with specific deliverables where Flat Rate Labor quote is specified represents fixed pricing.

- Any changes to the Scope of Work, additional out of scope services and rescheduling of dates/time experienced under this engagement shall be considered out of scope, and billed in addition to quote, subject to VNS' standard time and material rates.
- Customer is aware that all labor quotes that are stated as Estimates, billable on an hourly basis, are estimates only, and client will be charged for actual time spent to provide the deliverables defined within the scope of the work stated, unless specified otherwise.
- The actual amount invoiced for the scope of this proposal shall not exceed 10% of this estimate without the prior written approval of customer.

#### Assumptions

- Pricing does not include any services, or products not detailed in this Scope of Work.
- Any time or material needed to resolve problems with customer provided equipment would be billable on a time/materials basis.
- Any additional labor required to complete project and interface with other vendors, i.e. manufacturer, electricians, construction, furniture, etc. in excess of the hours set forth in this Scope of Work, will be billable on a time/materials basis.
- Return trips and additional labor for out-of-box failures (DOA Equipment) will be billable on a time/materials basis.
- Any statement of work above contains a complete description of the services to be performed by Valley Network Solutions (or its subcontractors). No oral statements by Valley Network Solutions, or other party shall constitute a modification of such statement of work or representation that additional or different services will be performed. All changes should be requested in writing and accepted or rejected by Valley Network Solutions and Customer in writing.
- VNS provides products to customers for projects at minimal margins to provide customers a one-stop solution. This necessitates that we be paid immediately upon physical delivery of products to a customer at the shipping location specified in this agreement, so that we can pay our suppliers. In no case shall VNS be expected to wait for payment on products for a project that may require integration of products and VNS labor services until a project is completed. Customer does however have the right to retain partial payment for VNS services until project is completed, but understands that they may be invoiced for progress payments for work completed on protracted projects, based on an amount commensurate with the percentage of work completed. Products however must be paid for upon delivery.

#### In-Shop Services

- Any items brought in for service that are not picked up for more than 30 days after invoice/service completion will be considered abandoned and become the property of VNS.

#### Warranty

- We offer a 30-day parts and labor warranty against manufacturer defects on new parts we sell and install. This warranty is limited to replacement of these parts only. System configuration, applications, data and/or other equipment or components are not included.
- Due to the complexities and sensitive nature of computer systems, peripherals and components, we cannot assume liability for your equipment, configuration, software and/or data. You agree that you have backups, have requested our services and that you accept any risks involved.

#### Infrastructure Exclusion

- This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is in place (or will be in place before project commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure.

#### ISP Exclusion

- This proposal assumes that ISP/LEC will provide timely and accurate information to VNS personnel, and that client will be able to provide VNS personnel with appropriate contact information for ISP/LEC. VNS cannot and does not assume responsibility for errors or delays on the part of the ISP/LEC, or incorrect or incomplete information provided to them by ISP/LEC. Any additional labor charges incurred as a result of ISP/LEC errors, delays or inaccuracies will be the responsibility of the client.

#### Backups and Anti-Virus Exclusion

- Customer is responsible for providing a backup server and anti-virus software, and implementing a consistent backup plan, or requesting that VNS provide these in order to protect customer data. VNS assumes no responsibility for lost or corrupted customer data due to failed or missed backups, or the absence of fully functional anti-virus systems.

#### Internet Access Exclusion

- This proposal assumes that client has an Internet connection available at their location. Should client not have an Internet connection, or should client have a low-speed Internet connection, it is understood that this can increase the amount of time a project may take and may limit the functionality of some applications that require Internet connectivity.

#### Work Performed Outside of Normal Business Hours

- Unless stated otherwise within the Scope of Work on this proposal, all work shall be performed during normal business hours (8-5, M-F) at the VNS published labor rates quoted above.
- All work to be performed during normal business hours (8-5, M-F) at the standard rates as listed in our proposal. Unless stated otherwise within the Scope of Work on this proposal, client agrees that any work that the client requests to have done during non-business hours will be charged will be charged at twice the applicable hourly service rate.

#### End User Responsibilities

- Upon acceptance of this proposal, customer agrees to provide VNS full access to all areas requiring service(s), during the agreed upon project hours (normally 8-5, M-F unless stated otherwise in Scope of Work). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon project hours will be billed to the client at the contracted labor rate.
- Customer agrees to provide notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.
- Provide clear and accessible working space for installation of all equipment, with sufficient power and cooling.

- Customer is responsible for all replacements needed for product failures. VNS can assist in this process, but customer understands that VNS does not manufacture the products that we integrate, and that any labor that we expend to integrate a solution is billable to the customer, and that product DOA issues are between the customer and the manufacturer. Customer understands that VNS does not provide any hardware or software warranties directly, only a warranty on our professional services.

**Limitation of Liability**

- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the parties to this agreement agree that any and all disputes between the parties shall be settled by binding arbitration.



**Valley Network Solutions**  
 364 West Fallbrook Avenue  
 Suite 101  
 Fresno, California 93711-5858  
 United States  
<http://www.vns.net>  
 (P) 559-650-2600  
 (F) 559-650-2601

<b>Quotation (Open)</b>	
<b>Date</b>	Sep 07, 2016 10:05 AM PDT
<b>Doc #</b>	45561 - rev 1 of 1
<b>Description</b>	Windows 7 Computers to Replace Windows XP Computers
<b>SalesRep</b>	Kroeger, Danny (P) (559) 650-2600 ext. 310 (F) (559) 650-2601
<b>Customer Contact</b>	Gonzalez, Silvia (P) 559-626-5106 silvia@oc-pd.com

**Customer**  
 City of Orange Cove (CO4059)  
 Gonzalez, Silvia  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489

**Bill To**  
 City of Orange Cove  
 Escobar, Samuel  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489  
[samescobar@cityoforange Cove.com](mailto:samescobar@cityoforange Cove.com)

**Ship To**  
 City of Orange Cove  
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 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489  
[samescobar@cityoforange Cove.com](mailto:samescobar@cityoforange Cove.com)

**Customer PO:**

**Terms:**  
 Net 30 Days

**Ship Via:**  
 FedEx Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	HP ProDesk 600 G2 SFF - 1 x Core i5 6500 / 3.2 GHz - RAM 8 GB - HDD 1 TB - DVD SuperMulti - HD Graphics 530 - GigE - Win 10 Pro 64-bit - Monitor : none - Smart Buy Note: Quantity based discount applied. Eligible only on 5 or more units on a single order.	W5X85UT#ABA	Yes	5	\$650.00	\$3,250.00
2	Microsoft Office Home and Business 2016 Box pack - 1 PC - 32/64-bit, medialess, P2 - Win - English - North America	T5D-02776	Yes	5	\$205.00	\$1,025.00
3	Valley Network Solutions - (SE) Integration and Support Services 10 Hours, At \$125.00 per hour, less volume discount of 12% (\$110.00 per hour) Note: 2 hours per computer; =====	9855392	No	1	\$1,100.00	\$1,100.00

Subtotal: \$5,375.00  
 Tax (8.225%): \$351.62  
 Shipping: \$0.00  
**Total: \$5,726.62**

Questions or comments?

Call us at (559) 650-2600, Option 2 (Sales)  
 Email us at [sales@vns.net](mailto:sales@vns.net)  
 Or, visit us at: <http://www.vns.net>

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Supply subject to availability.

Approval  
=====

---

To accept this quote, please PRINT name, SIGN and DATE here.

By signing above, you agree that you understand, and agree to the Terms and Conditions below, and authorize Valley Network Solutions, Inc. to begin ordering (and configuration of all equipment necessary for installation if services are being approved). Customer agrees that specifications, pricing and conditions are satisfactory. By signing you are also stating that you are an authorized officer or purchaser for your company and will be responsible for full payment of this order. Valley Network Solutions, Inc. will retain ownership of all materials until full payment is made, and reserves the right to pick up these materials for non-payment within the agreed payment terms.

Terms and Conditions  
=====

#### Third Party Products

- Customer understands that VNS assumes no responsibility or liability for the functionality or quality of third-party products that customer has acquired from other vendors. Should customer-provided products be found to be faulty or defective, this may increase the amount of time required to perform services specified above.

#### Return of Goods

- Credit will be allowed for goods returned with prior written approval from VNS. A minimum 15% restocking fee will be applied, unless the return was caused by an incorrect order placed by VNS or miss-configuration caused by VNS. Some items, such as opened software, or memory may not be returnable, so please be sure to request a return approval from us in writing. Verbal agreements for return approvals will not be honored by VNS. Customer will be responsible for all applicable shipping costs.
- All product returns must be processed within 15 days from the date of the invoice. Returns are subject to the discretion of the vendor.

#### Payment & Pricing

- Pricing is normally good for 15 days, however, on some highly volatile items such as memory, pricing can fluctuate by the hour.
- Pricing reflects best discounts available at time of quotation, and is based on entire order of this quote. Reductions in quantities may result in higher per-unit pricing, and accordingly, higher order volumes can result in much better pricing.
- Non Cash/Check/PO payments will incur a surcharge between 2.5% - 3.5% and not to exceed 4% (depending on card used).
- Pricing presumes that client will pay their invoices within the agreed upon terms, specified in this proposal. Any client that does not pay within the agreed upon terms will be subject to late fees and interest of 1.5% per month on any balances not paid within the payment terms offered in this proposal.

#### Delay in Delivery

- Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall seller be liable for any consequential or special damages arising from any delay in delivery.

#### Limitation of Liability

- Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to seller. Furthermore, seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at seller's option, and in no case shall seller be liable for incidental or consequential damage.
- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

#### Free Shipping Policy

- Free shipping, when available is applicable on items up to 150 pounds only.

#### Drop Ship Policy

- Customer is responsible for verifying that product(s) is/are received in good condition.
- Boxes and packages should not be opened. If opened, the product cannot be returned.
- Customer is responsible for verifying that the correct product(s) has/have been received.
- Customer agrees to pay for products as they are received, in the event that product delivery is staggered due to back-order situations. Customer understands that VNS will invoice for products, as they are delivered to the location the customer has specified in this agreement, whether it's a customer office or VNS offices due to the need to pre-stage products, as per customer approval.

#### Taxes

- Sales/use taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse seller for any such tax or provide seller with acceptable tax exemption certificate. Sales/use taxes are a destination charge, based on the SHIP TO address of your order.

## Services Provisions

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### No Solicitation or Hiring

- If any labor/services are being provided as part of this proposal, customer shall not solicit for employment any person employed by Valley Network Solutions, or its assignees, who has performed under this Agreement, for a period of one year after completion of this work. Should customer hire a VNS employee within one year of completion of this work, customer agrees to pay VNS an amount equal to three times the employees annualized salary.

### Labor Estimates and Project Pricing

- Customer is aware that project quotes, for projects with a defined Scope of Work, with specific deliverables where Flat Rate Labor quote is specified represents fixed pricing.
- Any changes to the Scope of Work, additional out of scope services and rescheduling of dates/time experienced under this engagement shall be considered out of scope, and billed in addition to quote, subject to VNS' standard time and material rates.
- Customer is aware that all labor quotes that are stated as Estimates, billable on an hourly basis, are estimates only, and client will be charged for actual time spent to provide the deliverables defined within the scope of the work stated, unless specified otherwise.
- The actual amount invoiced for the scope of this proposal shall not exceed 10% of this estimate without the prior written approval of customer.

### Assumptions

- Pricing does not include any services, or products not detailed in this Scope of Work.
- Any time or material needed to resolve problems with customer provided equipment would be billable on a time/materials basis.
- Any additional labor required to complete project and interface with other vendors, i.e. manufacturer, electricians, construction, furniture, etc. in excess of the hours set forth in this Scope of Work, will be billable on a time/materials basis.
- Return trips and additional labor for out-of-box failures (DOA Equipment) will be billable on a time/materials basis.
- Any statement of work above contains a complete description of the services to be performed by Valley Network Solutions (or its subcontractors). No oral statements by Valley Network Solutions, or other party shall constitute a modification of such statement of work or representation that additional or different services will be performed. All changes should be requested in writing and accepted or rejected by Valley Network Solutions and Customer in writing.
- VNS provides products to customers for projects at minimal margins to provide customers a one-stop solution. This necessitates that we be paid immediately upon physical delivery of products to a customer at the shipping location specified in this agreement, so that we can pay our suppliers. In no case shall VNS be expected to wait for payment on products for a project that may require integration of products and VNS labor services until a project is completed. Customer does however have the right to retain partial payment for VNS services until project is completed, but understands that they may be invoiced for progress payments for work completed on protracted projects, based on an amount commensurate with the percentage of work completed. Products however must be paid for upon delivery.

### In-Shop Services

- Any items brought in for service that are not picked up for more than 30 days after invoice/service completion will be considered abandoned and become the property of VNS.

### Warranty

- We offer a 30-day parts and labor warranty against manufacturer defects on new parts we sell and install. This warranty is limited to replacement of these parts only. System configuration, applications, data and/or other equipment or components are not included.
- Due to the complexities and sensitive nature of computer systems, peripherals and components, we cannot assume liability for your equipment, configuration, software and/or data. You agree that you have backups, have requested our services and that you accept any risks involved.

### Infrastructure Exclusion

- This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is in place (or will be in place before project commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure.

### ISP Exclusion

- This proposal assumes that ISP/LEC will provide timely and accurate information to VNS personnel, and that client will be able to provide VNS personnel with appropriate contact information for ISP/LEC. VNS cannot and does not assume responsibility for errors or delays on the part of the ISP/LEC, or incorrect or incomplete information provided to them by ISP/LEC. Any additional labor charges incurred as a result of ISP/LEC errors, delays or inaccuracies will be the responsibility of the client.

### Backups and Anti-Virus Exclusion

- Customer is responsible for providing a backup server and anti-virus software, and implementing a consistent backup plan, or requesting that VNS provide these in order to protect customer data. VNS assumes no responsibility for lost or corrupted customer data due to failed or missed backups, or the absence of fully functional anti-virus systems.

### Internet Access Exclusion

- This proposal assumes that client has an Internet connection available at their location. Should client not have an Internet connection, or should client have a low-speed Internet connection, it is understood that this can increase the amount of time a project may take and may limit the functionality of some applications that require Internet connectivity.

### Work Performed Outside of Normal Business Hours

- Unless stated otherwise within the Scope of Work on this proposal, all work shall be performed during normal business hours (8-5, M-F) at the VNS published labor rates quoted above.
- All work to be performed during normal business hours (8-5, M-F) at the standard rates as listed in our proposal. Unless stated

otherwise within the Scope of Work on this proposal, client agrees that any work that the client requests to have done during non-business hours will be charged will be charged at twice the applicable hourly service rate.

#### End User Responsibilities

- Upon acceptance of this proposal, customer agrees to provide VNS full access to all areas requiring service(s), during the agreed upon project hours (normally 8-5, M-F unless stated otherwise in Scope of Work). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon project hours will be billed to the client at the contracted labor rate.
- Customer agrees to provide notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.
- Provide clear and accessible working space for installation of all equipment, with sufficient power and cooling.
- Customer is responsible for all replacements needed for product failures. VNS can assist in this process, but customer understands that VNS does not manufacture the products that we integrate, and that any labor that we expend to integrate a solution is billable to the customer, and that product DOA issues are between the customer and the manufacturer. Customer understands that VNS does not provide any hardware or software warranties directly, only a warranty on our professional services.

#### Limitation of Liability

- In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the parties to this agreement agree that any and all disputes between the parties shall be settled by binding arbitration.

# VALLEY NETWORK SOLUTIONS

Excellence In Technology™

**Valley Network Solutions**  
 364 West Fallbrook Avenue  
 Suite 101  
 Fresno, California 93711-5858  
 United States  
<http://www.vns.net>  
 (P) 559-650-2600  
 (F) 559-650-2601

<b>Quotation (Open)</b>	
<b>Date</b>	Dec 16, 2015 12:03 PM PST
<b>Doc #</b>	43224 - rev 1 of 1
<b>Description</b>	New Firewall & Switch - PD
<b>SalesRep</b>	Kroeger, Danny (P) (559) 650-2600 ext. 310 (F) (559) 650-2601
<b>Customer Contact</b>	Gonzalez, Silvia (P) 559-626-5106 silvia@oc-pd.com

**Customer**

City of Orange Cove (CO4059)  
 Gonzalez, Silvia  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489

**Bill To**

City of Orange Cove  
 Escobar, Samuel  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489

**Ship To**

City of Orange Cove  
 Escobar, Samuel  
 633 Sixth St  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-4488  
 (F) 559-626-2489

samescobar@cityoforangecove.com samescobar@cityoforangecove.com

**Customer PO:**

**Terms:**

**Ship Via:**

**Special Instructions:**

Net 30 Days

FedEx Ground

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	HPE 1920-24G Switch - L3 - managed - 24 x 10/100/1000 + 4 x Gigabit SFP - rack-mountable	JG924A#ABA	Yes	1	\$305.00	\$305.00
2	WatchGuard Firebox T30 Security appliance - with 1 year Standard Support - 5 ports - 10Mb LAN, 100Mb LAN, GigE	WGT30001-US	Yes	1	\$400.00	\$400.00
3	Valley Network Solutions - (SE) Integration and Support Services 4 Hours, At \$125.00 per hour, less volume discount of 12% (\$110.00 per hour)	9855392	No	1	\$440.00	\$440.00

Note: Estimated 3 hours onsite to configure the firewall and 1 hour onsite to install and configure the switch for a total of 3 hours. This estimate does not include any applicable travel time.

Subtotal: \$1,145.00  
 Tax (8.225%): \$57.99  
 Shipping: \$15.00  
**Total: \$1,217.99**

Questions or comments?

Call us at (559) 650-2600, Option 2 (Sales)  
 Email us at [sales@vns.net](mailto:sales@vns.net)  
 Or, visit us at: <http://www.vns.net>

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or materials unless specifically listed above. Any professional services that may be required for installation or configuration not specifically listed above will be billed separately. NetCare customers will be billed at their contracted rate. All prices are subject to change without notice, and we will contact you prior to ordering if there is any increase.

Supply subject to availability.

Approval  
 =====

To accept this quote, please PRINT name, SIGN and DATE here.

By signing above, you agree that you understand, and agree to the Terms and Conditions below, and authorize Valley Network Solutions, Inc. to begin ordering (and configuration of all equipment necessary for installation if services are being approved). Customer agrees that specifications, pricing and conditions are satisfactory. By signing you are also stating that you are an authorized officer or purchaser for your company and will be responsible for full payment of this order. Valley Network Solutions, Inc. will retain ownership of all materials

until full payment is made, and reserves the right to pick up these materials for non-payment within the agreed payment terms.

Terms and Conditions

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Third Party Products

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Delay in Delivery

Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall seller be liable for any consequential or special damages arising from any delay in delivery.

Limitation of Liability

Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to seller.

Furthermore, seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at seller's option, and in no case shall seller be liable for incidental or consequential damage.

In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

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Pricing does not include any services, or products not detailed in this Scope of Work.

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Return trips and additional labor for out-of-box failures (DOA Equipment) will be billable on a time/materials basis.

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#### **In-Shop Services**

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#### **Warranty**

We offer a 30-day parts and labor warranty against manufacturer defects on new parts we sell and install. This warranty is limited to replacement of these parts only. System configuration, applications, data and/or other equipment or components are not included.

Due to the complexities and sensitive nature of computer systems, peripherals and components, we cannot assume liability for your equipment, configuration, software and/or data. You agree that you have backups, have requested our services and that you accept any risks involved.

#### **Infrastructure Exclusion**

This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is in place (or will be in place before project commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure.

#### **ISP Exclusion**

This proposal assumes that ISP/LEC will provide timely and accurate information to VNS personnel, and that client will be able to provide VNS personnel with appropriate contact information for ISP/LEC. VNS cannot and does not assume responsibility for errors or delays on the part of the ISP/LEC, or incorrect or incomplete information provided to them by ISP/LEC. Any additional labor charges incurred as a result of ISP/LEC errors, delays or inaccuracies will be the responsibility of the client.

#### **Backups and Anti-Virus Exclusion**

Customer is responsible for providing a backup server and anti-virus software, and implementing a consistent backup plan, or requesting that VNS provide these in order to protect customer data. VNS assumes no responsibility for lost or corrupted customer data due to failed or missed backups, or the absence of fully functional anti-virus systems.

#### **Internet Access Exclusion**

This proposal assumes that client has an Internet connection available at their location. Should client not have an Internet connection, or should client have a low-speed Internet connection, it is understood that this can increase the amount of time a project may take and may limit the functionality of some applications that require Internet connectivity.

#### **Work Performed Outside of Normal Business Hours**

Unless stated otherwise within the Scope of Work on this proposal, all work shall be performed during normal business hours (8-5, M-F) at the VNS published labor rates quoted above.

All work to be performed during normal business hours (8-5, M-F) at the standard rates as listed in our proposal. Unless stated otherwise within the Scope of Work on this proposal, client agrees that any work that the client requests to have done during non-business hours will be charged will be charged at twice the applicable hourly service rate.

#### **End User Responsibilities**

Upon acceptance of this proposal, customer agrees to provide VNS full access to all areas requiring service(s), during the agreed upon project hours (normally 8-5, M-F unless stated otherwise in Scope of Work). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon project hours will be billed to the client at the contracted labor rate.

Customer agrees to provide notification of any unique requirements, hazardous locations, security precautions, access restrictions or other extraordinary conditions that may exist and which may affect the execution of the project.

Provide clear and accessible working space for installation of all equipment, with sufficient power and cooling.

Customer is responsible for all replacements needed for product failures. VNS can assist in this process, but customer understands that VNS does not manufacture the products that we integrate, and that any labor that we expend to integrate a solution is billable to the customer, and that product DOA issues are between the customer and the manufacturer. Customer understands that VNS does not provide any hardware or software warranties directly, only a warranty on our professional services.

#### **Limitation of Liability**

In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this Agreement or the breach thereof, the parties to this agreement agree that any and all disputes between the parties shall be settled by binding arbitration.



**Hewlett Packard  
Enterprise**

HPE Financial Services

## **Financial Services Proposal**

Prepared for: City of Orange Cove

Submitted: September 15, 2016

With technology changing everyday, leasing provides you with the flexibility you need to meet your ongoing business needs, as well as being a cost effective way to use operating capital and preserve bank credit lines. The following payment alternatives are available from HPE Financial Services.

### **Fair Market Value – True Lease**

Operating Leases are used by a majority of commercial and private sector entities to procure technology and other equipment that depreciates rapidly. This structure acts more like a rental of the equipment versus loan with intent to own. Under this structure the Lessor holds Title to the equipment and can take depreciation benefits as the owner of the equipment. It is also important to note that under this structure sale and property tax exemptions may not pass through to the Lessor and under the terms of the Agreement the Lessee would be responsible for the reimbursement of such charges.

Under an Operating Lease, base payments are typically lower then compared to a like term Tax Exempt Purchase structure. Following the base term, the Lessee has several options; 1) the equipment may be returned without penalty; 2) the lease term may be re-negotiated and extended; 3) the equipment may be purchased at its then Fair Market Value; or 4) the Lessee may continue to make monthly payments beyond the original term until they are ready to exercise one of the three previously listed options.

Equipment Cash Price	\$ 19,342.22
Purchase Option	Fair Market Value
Lease Term	48 months
Payments:	\$ 5,071.39 – annual advanced payments

**Pricing is valid only if product is delivered and accepted by November 15, 2016.**

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

**Ezra Shepard**  
**HPE Financial Services**  
Public Sector Sales  
Desk: 505-349-2938  
Cell: 505-235-4772  
Fax: 866-251-2418  
[ezra.shepard@hpe.com](mailto:ezra.shepard@hpe.com)

**Confidentiality:** This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

**Basis of Proposal:** This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.

## June Bracamontes

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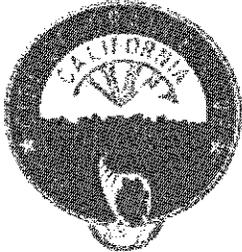
**From:** Samuel A. Escobar <samescobar@cityoforange Cove.com>  
**Sent:** Friday, September 23, 2016 3:47 PM  
**To:** jb@cityoforange Cove.com  
**Subject:** FW: Requests for Resolutions for Props. 53 & 54  
**Attachments:** SAMPLE RESOLUTION IN OPPOSITION OF PROPOSITION 53.pdf; SAMPLE RESOLUTION IN SUPPORT OF PROPOSITION 54.pdf

FYI,

Please add these for discussion and approval under City Council.

Respectfully,

Samuel A. Escobar  
City Manager  
**City of Orange Cove**  
Ph. (559) 626-4488 ext. 215  
Fax. (559) 626-4653



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**From:** Rajveer Rakkar [mailto:rrakkar@cacities.org]  
**Sent:** Thursday, September 15, 2016 9:59 AM  
**To:** Rajveer Rakkar  
**Subject:** Requests for Resolutions for Props. 53 & 54

Good Morning,

I wanted to pass along a request for resolutions for 2 ballots measure the League of CA Cities has taken positions on. Attached are sample resolutions and more information on both propositions. If you have any questions please let me know.

**Proposition 53 Revenue Bonds: Statewide Voter Approval - Constitutional Amendment**

This measure would require statewide voter approval prior to the state issuing or selling any revenue bonds of \$2 billion or more for state projects that are financed, owned, operated or managed by the state or a joint agency created by or for the state.

**League Position: Oppose**

This measure would make it more difficult for state, regional, and local public agencies to use revenue from a common funding source to finance critical infrastructure projects. This concern is valid as cities and counties could also be members to joint powers agencies created by the state. Additionally, the broadest interpretation could prevent critical state improvements in a community, even under the \$2 billion threshold, as long as they're "proximate, physically joined/connected, and/or cannot be complete without the other project."

Regional projects (such as the Bay Bridge) subject to the threshold would require a statewide vote. Thus, regional and local projects would be subject to the control of voters in other areas of the state even when they are neither impacted by the projects nor required to pay for them.

*Local Precedent Concern:* While the immediate impact on a city from this proposal can be debated, its enactment would set a legal and policy precedent of having revenue bonds subject to public votes. Such a precedent could lead to future efforts to expand such a requirement to apply to local government revenue bonds in the future, further limiting local flexibility.

[Proposition Text](#)

[No on Prop 53 Fact Sheet](#)

[Local Projects at Risk](#)

[No on Prop 53 Website](#)

**Proposition 54 California Legislature Transparency Act of 2016.**

This measure would prohibit the Legislature from passing legislation until it has been in print and published online for at least 72 hours prior to the vote unless it is a case of public emergency. The Legislature would be required to record all proceedings (except closed sessions) and make available online.

**League Position: Support**

The League supports this measure because it will improve the transparency of the California's legislative process. Last-minute bills and amendments can often be harmful to local agencies and communities. Complex measures are often passed before members of the Legislature have any realistic opportunity to review or debate them, resulting in ill-considered legislation.

The opportunity for an orderly and detailed review of bills by the public, the press, and legislators will result in better laws, while thwarting political favoritism and power grabs. Additional access for the public to recordings of legislative proceedings will enhance transparency and accountability.

[Proposition Text](#)

[Yes on Prop 54 Fact Sheet](#)

[Frequently Asked Questions](#)

[Yes on Prop 54 Website](#)

Thank you,  
Raj

Raj Rakkar  
South San Joaquin Valley Regional Public Affairs Manager

League of California Cities  
559-244-1849  
[rrakkar@cacities.org](mailto:rrakkar@cacities.org)

## **SAMPLE RESOLUTION IN OPPOSITION TO PROPOSITION 53**

WHEREAS, California and its local communities have a backlog of essential infrastructure needs, including crumbling local streets and roads, unsafe bridges and overpasses, aging water supply infrastructure, inadequate public transportation systems, and overcrowded hospitals and universities; and

WHEREAS, Proposition 53 on the November ballot would erode local control and undermine the ability of cities, counties and other local agencies and the state to form partnerships to finance the construction of some critical public infrastructure projects; and

WHEREAS, this initiative would require a statewide vote on certain local infrastructure projects financed through revenue bonds, where local governments have joined in a Joint Powers Authority (JPA) in partnership with the state or where the state was involved in the creation of the JPA; and

WHEREAS, by requiring a statewide vote on some local or regional projects, this initiative would erode local control by empowering voters in distant communities to reject projects which they do not use and do not fund; and

WHEREAS, this measure could derail and delay [CITY]'s ability to make improvements to critical infrastructure, including after emergencies and natural disasters; and

WHEREAS, No on 53 is a growing coalition of organizations representing local governments, water agencies, public safety leaders, businesses, labor unions, hospitals, family farmers, environmentalists and educators that have come together to officially oppose this initiative.

NOW, THEREFORE, BE IT RESOLVED that the [CITY], opposes Proposition 53.

BE IT FURTHER RESOLVED that the [CITY] will join No on 53 coalition.

We direct staff to email a copy of this adopted resolution to Kyle Griffith of the No on 53 campaign at [kgriffith@bcfpublicaffairs.com](mailto:kgriffith@bcfpublicaffairs.com).

APPROVED AND ADOPTED by the (Council or Board) on \_\_\_\_\_, 2016.

## SAMPLE RESOLUTION IN SUPPORT OF PROPOSITION 54

WHEREAS, it is essential to the maintenance of a democratic society that public business by the California Legislature be performed in an open and public manner and residents be given the opportunity to fully review every bill and express their views regarding the bill's merits to their elected representatives, before it is passed.

WHEREAS, last-minute amendments to bills in the Legislature are frequently pushed through without sufficient opportunities for public comment, or advance notice, providing members of the Legislature with no realistic opportunity to review or debate them, resulting in ill-considered legislation.

WHEREAS, few citizens have the ability to attend legislative proceedings in person, and many legislative proceedings go completely unobserved by the public and press, often leaving no record of what was said.

WHEREAS, with the availability of modem recording technology and the Internet, there is no reason why public legislative proceedings should remain relatively inaccessible to the citizens that they serve.

WHEREAS, California should also follow the lead of other states that require a 72-hour advance notice period between the time a bill is printed and made available to the public and the time it is put to a vote, allowing an exception only in the case of a true emergency, such as a natural disaster.

WHEREAS Proposition 54, the California Legislature Transparency Act, prohibits the Legislature from voting on a bill until it has been published online in its final form for at least 72 hours. In addition, Proposition 54:

- a. Allows this 72-hour notice period to be waived to address a state emergency declared by the Governor, followed by a two thirds vote of the legislative body, prior to action being taken on the measure for which the rules are being waved; and
- b. Requires the Legislature, by January 1, 2019, to ensure audiovisual recordings of all public proceedings are publicly accessible on the Internet within 24 hours and archived for at least 20 years thereafter (excludes closed session meetings), and allows all recordings of public proceedings to be used for any legitimate purpose.

- 1) NOW, THEREFORE, BE IT RESOLVED that the [CITY], supports Proposition 54, the California Legislature Transparency Act.
- 2) BE IT FURTHER RESOLVED that the [CITY] will join the Yes on 54 coalition.

We direct staff to email a copy of this adopted resolution to Kristi K. Thielen with the Yes on 54 Campaign at [acostaconsulting.org](mailto:acostaconsulting.org)

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