



AGENDA

Victor P. Lopez, Mayor

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

Gilbert Garcia, Council Member
Josie Cervantes, Council Member

WEDNESDAY, SEPTEMBER 9, 2015 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

1. Roll Call
2. Invocation
3. Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. Approval of Service Agreement with Valley Network Solutions for City Hall and the Orange Cove Police Department

D. Administration

City Engineer:

1. **SUBJECT:** Consideration regarding a Resolution Approving an Agreement for Engineering Services by Krazan & Associates, Inc. for Quality Assurance Testing for the "G" Street Reconstruction Project

Recommendation: Council to adopt the Resolution Approving an Agreement for Engineering Services by Krazan & Associates, Inc. for Quality Assurance Testing for the "G" Street Reconstruction Project

2. **SUBJECT:** Consideration and Discussion regarding the possibility of Engineering Study for Projects to connect to North Tulare County Surface Water Treatment Plant

Recommendation: Council to receive report and give input to Staff

3. **SUBJECT:** Consideration regarding a Resolution awarding the bid for the remodeling of the Orange Cove Fire Station Restroom

Recommendation: Council to adopt the Resolution awarding the bid for the remodeling of the Orange Cove Fire Station Restroom to Yanex Construction in the amount of \$8,970 and authorize the City Manager to sign a standard construction agreement.

Mayor and City Council Items:

4. **SUBJECT:** Consideration and Discussion regarding the Certification and Pay Allowances under Article 11 Section A of the International Union of Operating Engineers, Local 39

Recommendation: Council to give City Manager and Staff direction pertaining to the Certification and Allowances under Article 11 Section A of the International Union of Operating Engineers, Local 39

Police Department:

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

Recommendation: Informational item only

City Manager:

6. **SUBJECT:** Consideration and Discussion regarding a Resolution pertaining to the Facility fees and cleaning deposit at the Orange Cove Community Center

Recommendation: Council to approve the Resolution relating to the Facilities Fees and cleaning deposit at the Orange Cove Community Center and Repealing Resolution No. 2010-05

7. **SUBJECT:** Consideration regarding the Joint Exercise of Powers Agreement Creating the San Joaquin Valley Water Infrastructure Authority (SJWIA)

Recommendation: Council to consider approving the Joint Exercise of Powers Agreement Creating the San Joaquin Valley Water Infrastructure Authority (SJWIA)

8. **SUBJECT:** Consideration and Discussion regarding the appointment(s) to the Orange Cove Planning Commission

Recommendation: Council to review the applications submitted to the City for the two (2) vacant seats on the Orange Cove Planning Commission and to consider appointing the applicant(s) to serve on the Orange Cove Planning Commission till October 9, 2017

9. **SUBJECT:** Discussion and update report on the application for a 501© (3) non-profit status for Friends of Orange Cove Animal Shelter

Recommendation: Council to give staff direction how to proceed with the Orange Cove Animal Shelter

10. **SUBJECT:** Consideration and Discussion regarding the First Amendment to the Ground Lease between City of Orange Cove and Target Eight Advisory Council, Inc. relating to the premises located on the southeast corner of "G" Street and E. Railroad on the west side of Fifth Street

Recommendation: Council to approve the First Amendment to the Ground Lease between the City of Orange Cove and Target Eight Advisory, Council, Inc. effective September 1, 2015 and ending at midnight on August 30, 2065 for fifty (50) years

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. Closed Session

11. Pursuant to Government Code Section 54957(b) (1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager

J. Reconvene City Council Meeting
Report out of closed session

K. Adjournment

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

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

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

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

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

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

The Mayor or other presiding officer shall request that a person who is breaching the rules of decorum cease such conduct. If after receiving such a warning, the person persists in breaching the rules of decorum, the Mayor or other presiding officer may order the person to leave the City Council meeting. If such person does not leave, the Mayor or presiding officer may request any law enforcement

officer who is on duty at the meeting as sergeant-at-arms to remove the person from the Council Chambers. In the event there is no one from law enforcement present, the Mayor or presiding officer may direct the City Manager to contact law enforcement.

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

Prepared For: Carlos Sanchez **Email:** finance@cityoforange Cove.com
Organization: City of Orange Cove
Phone: (559) 626-4488, Ext. 215 **Fax:** (559) 626-4653
From: Daniel Duffy **Primary Engineer:** Steven Madara, James Wasilchuk
Date: Friday, August 28, 2015 **Contract Start Date:** Saturday, October 17, 2015
Subject: NetCare Support Services Agreement - Plan: 5C
Comments: This agreement will provide a primary assigned VNS Systems Engineer to visit a single customer site on a regular basis and perform proactive system maintenance, in order to maximize system uptime, by delivering a prescribed series of maintenance tasks on the systems specified below. Remote services shall also be provided as needed to augment the on-site visits, and to provide a more timely response.

Items to be reviewed include: patch management, backups, anti-virus, power protection/UPSs, disk space utilization, disk drive fragmentation, printer toner levels, network traffic, and Internet connectivity. Additional customer-requested support services can also be provided in the scheduled service visits.

Weekly Executive Summary reports, and monthly Network Summary reports shall also be emailed to customer provided contact(s).

For additional details on the NetCare™ program, please see: www.vns.net/netcare

NetCare™ Service Plan

NetCare™ On-Site Utilization Requirements and Managed Devices		Hours Per Month	Hours Per Quarter	Annual Hours	
2	Servers to be managed	2.17	6.50	26.00	
14	Clients to be supported (ie: desktops, notebooks, workstations, thin clients, etc)	1.63	4.90	19.60	
2	Printers to be supported (includes B/W, color, MFPs, plotters, etc)	0.23	0.70	2.80	
4	Other network accessible devices (ie: switches, routers, firewalls, wireless, VOIP, IP surveillance cameras, SANs, UPSs, tape drives, etc.)	0.60	1.80	7.20	
22	Total Devices	Total Support Hours (rounded to quarter-hour)	4.75	15.75	63.00

NetCare™ Visit Frequency

- 1 Pre-scheduled service visits per month - 4.75 hours per visit
- 41 One-way mileage to customer site per visit (mileage charges only applicable after 30 miles from VNS offices)

NetCare™ Managed Workplace Remote Monitoring Services

	List Price	NetCare™ Cost
1 NetCare™ Onsite Manager Installation - MBS (254 nodes or less)	\$250.00	FREE (up to 2 hours)
1 NetCare™ Onsite Manager License - MBS (254 nodes or less, including up to 20 servers), Monthly	\$125.00	\$65.00

NetCare™ Hosted Offsite Service Options (SaaS)

	Each	Monthly Cost
Managed Core Defense and Security Services		
0 Email Defense - number of clients to be protected from spam, email viruses and malware	\$0.00	\$0.00
0 Web Defense - number of clients to be protected	\$0.00	\$0.00
Managed Storage and Data Backup Services		
0 NetCare™ Online Backup and Data Storage - GB per month	\$0.75	\$0.00
0 Email Archiving - GB per month	\$0.00	\$0.00
Managed Messaging Services		
0 Microsoft Exchange Online Server - number of clients	\$4.00	\$0.00
0 Microsoft Office Communications Server - number of clients	\$0.00	\$0.00
0 Blackberry Enterprise Online Server - number of clients	\$0.00	\$0.00
Managed Application Services		
0 Microsoft Dynamics CRM Online Server - number of clients	\$0.00	\$0.00
0 Microsoft SharePoint Online Server - number of clients	\$0.00	\$0.00
0 Microsoft Office Live Small Business - number of clients	\$0.00	\$0.00
Managed Collaboration & Communications Services		
0 Web Collaboration and Conferencing (Citrix Online) - number of clients	\$0.00	\$0.00
0 Collaborative Storage (FTP) - GB per month	\$0.00	\$0.00
0 Phone service, voicemail and unified communications - number of clients	\$0.00	\$0.00
0 Online fax service - number of fax numbers	\$0.00	\$0.00

NetCare™ Managed Print Services

	Pages Per Month	Monthly Base
0 Managed print services, with spare toner, unlimited monthly output, maintenance kit replacements and annual service - per MFP or printer	0	\$0.00

NOTE Regarding All Hosted Service Options Listed Above: all items listed above are estimates, based on the counts, and amounts provided by customer. Actual amount invoiced per month will be based on actual amounts used, based on price per unit that is listed.

NetCare™ Services Provided

- Phone and email support for daily problems and user support issues (8x5: M-F, 8am-5pm).
- *Proactive*, scheduled service visits by a VNS engineer for server, PC, printer, application and network device support issues.
- On-Call VNS engineers available (requires 1 business day notice).
- Emergency after-hours (5pm-8am M-F, weekends & holidays) response services at 2X your standard rates below, when requested.
- Pre-scheduled, non-emergency services, delivered after normal business hours will be billed at 1.5X your standard hourly rate, shown below.
- Annual high level review of your service, pricing and overall network performance.
- Microsoft systems patch management services.
- Hardware and software inventory services.
- Automatic weekly and monthly reports sent via email as PDFs (can be generated upon request as well).
- Preferred product pricing offered at our best discount levels (offered only to high volume, or NetCare™ accounts).
- 24x7x365 remote systems monitoring (requires client Internet connection, and manageable systems).
- Any devices to be excluded from active monitoring shall be defined in the Excluded Devices section at the end of this agreement.

	Helpdesk	On-Site
Estimated Monthly On-site and Remote Support Services	1.00 Hours	4.75 Hours
Monthly Travel Costs to/from Customer Location	.00 Hours	.50 Hours
Total Annualized Hours	12.00 Hours	63.00 Hours
Standard Hourly Rate	\$ 60.00	\$ 125.00
Annualized Cost, Paying Per Hour		\$ 8,595.00
NetCare™ Contracted Hourly Service Rate	\$ 58.20	\$ 110.00
Less NetCare™ Contract Pricing Discount (11.25%)	\$ (966.60)	\$ 7,628.40
Monthly Support Services (Includes 24x7 on-call response capability, plus travel costs, if applicable)		\$655.70
Hosted Offsite & Managed Print Services		\$0.00
Monthly NetCare™ Monitoring and Reporting Cost		\$65.00
	Monthly Investment	\$720.70

Payment Terms:

- Balance due monthly, in advance of that month's services.
- 1% cash discount available for annual pre-payment on either monthly service, and/or NetCare™ Managed Workplace.
- This is an annual contract, paid monthly, based on actual service utilization.

 Agreement acceptance date.
Date

 To accept this agreement, please sign and date here.
For Customer

By signing above, you agree that you understand, and agree to the terms of this agreement and the Terms and Conditions below, and consent that you are duly authorized to enter into a contract on behalf of your company.

NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. Therefore, should customer desire to cancel the contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined in Terms and Conditions below), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager.

Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. This quote will remain valid for 15 days. All prices and specifications are subject to change.

Terms and Conditions

Definitions

- "Primary Engineer" is defined as the VNS Systems Engineer that will be assigned as the primary engineer for the account. This engineer is subject to change, based on current VNS staffing, and employee availability, and VNS reserves the discretion to dispatch the most qualified, or most accessible engineer for each NetCare visit, however, we will always endeavor to dispatch the same, primary engineer for all service.
- "Server" is defined as any system that is running a server operating system, regardless of hardware platform. Server operating systems include: Windows Server/Advanced Server, Novell Server, Linux, SCO, etc.
- "Client" is defined as any non-server client station, such as a PC/notebook/workstation/handheld running Windows (any version), Linux, a Macintosh or thin client.
- "Printer" is defined as any imaging output device that produces printed output and uses a consumable media to print.
- "Other Devices" is defined as any other type of IP-enabled network device that does not qualify as a Server, Client or a Printer.

Service Utilization Rates and Scope of Services

- The service utilization rates shown above are based on industry averages to provide sufficient time to support the specified number and type of customer network devices, using industry-standard best practices. VNS has also taken into account the customer's overall network quality, redundancy and performance to determine the required amount of time to support the devices specified in this agreement. With the exception of network emergencies, or new projects, VNS will perform the services described above in the allotted time shown.
- This agreement reflects standard network maintenance and support only. Any new projects and/or hardware and software may require additional time, above and beyond the normal monthly time allotment specified above. By accepting this agreement, customer acknowledges that any requests for new projects and/or additional services requiring additional time above and beyond the normal monthly time allotment specified above, will be invoiced for the actual time used, at the hourly rate specified above.
- All billing is done in quarter-hour increments.

Services Provided

- This agreement is for VNS professional systems engineering and support (remote helpdesk) support services. This agreement does not include our Infrastructure (ie: cabling, fiber) services, or our hardware break-fix services, which will be billed separately, unless otherwise requested. Although customers can elect to use their NetCare™ agreement for those types of services, it is not advisable since they are billed at a lower hourly rate than our Systems Engineering rate. However, if a customer requests that we provide these type of services and bill against their NetCare™ contracted service rate, we will do so. In some cases where a customer is large enough, the discount on the NetCare™ agreement can yield an hourly service rate that is lower than our published Infrastructure (IT) or Break-Fix (ST) service rates, and is at the customer's discretion to utilize in that manner.
- Helpdesk / Remote services are defined as desktop support services that VNS Systems Engineers or Systems Technicians provide remotely. Systems Engineering services include services provided on-site, as well as provided remotely for anything other than desktop support issues.
- Helpdesk / Remote support services will be provided by the first available VNS engineer or technician. If you only wish to speak with your primary Systems Engineer, the call will need to be scheduled and they will provide on a best-effort basis.

Application and Hardware Support

- VNS will directly provide support for all standard "off-the-shelf" applications on both the workstation(s) and server(s). VNS engineers have the skills, experience and vendor training to directly support the majority of commonly used business applications (ie: Microsoft Office, Windows, Microsoft BackOffice, backup software, anti-virus software, etc.) and hardware products. However, some software and hardware may require direct manufacturer support as the only means of resolving issues, with VNS acting as your on-site IT representative (ie: any proprietary, vertical, or non-standard applications, etc). VNS will make every effort to interface, on your behalf, with the manufacturer(s) to insure optimal operation, without incurring additional support costs. However, by accepting this agreement, customer acknowledges that they are ultimately responsible for maintaining a valid support contract on their hardware and software, and acknowledges that if VNS is asked to support a piece of software or hardware that does not have an active support/maintenance agreement with the manufacturer, this can in some cases, significantly increase the amount of time required to resolve an issue.

Managed Devices

- This agreement is based on the devices that customer has asked that VNS manage at the time of signing. VNS will manage any IP-enabled network device that is discovered on the customer's LAN and these devices will be factored into the inventory count which determines the amount of time required to support these devices. If there is a discrepancy between the devices that customer has contracted VNS to support and what we discover, this will be brought to customer's attention once they have been identified, to determine if they would like these devices supported. Should customer wish for VNS not to support a specific device(s), please notify your Account Executive so that we can exclude these devices from the contract and our monitoring systems. Because VNS cannot control what devices customer elects to add to their network, customer has the ultimate responsibility to notify VNS of any exclusions, or the devices will be auto-discovered by our monitoring systems. By approving this agreement, customer acknowledges that any network devices which they add to their network after this contract is accepted, will be automatically added to our monitoring system and will increase the monthly support costs proportionately, effective with the next month's invoice, unless customer requests that we exclude them from monitoring and support. Customer will have complete access to the VNS NetCare™ Service Center to determine what

Remote Systems Monitoring and Management

- A full-time Internet connection is required to provide this service. This connection allows VNS to connect to your managed devices. Clients are advised to procure a full-time high-speed Internet connection (ie: DSL, T1, frame relay, etc) if they do not already have one, in order to utilize this service. VNS partners with several companies that provide these services, and we can help work with you to determine what services are appropriate for your needs and budget.
- Systems can only be managed remotely if they are network-enabled and are connected to the customer's IP LAN network. Some devices have significantly better support for management interfaces and yield substantially more data, which allows us to more effectively support you. We recommend that customer's always try to purchase network devices with SNMP support, and computers with Intel vPro support if possible.
- VNS sells and services systems that support this functionality, and can make recommendations if required.
- By accepting this agreement, customer acknowledges that Internet connections can and will go down, and that if the Customer's Internet connection or server falls, VNS can no longer receive reporting data from your site until connectivity is restored. Our systems will however indicate a "Site Down" status and we will take appropriate action to contact you. VNS will not be responsible for Internet carrier outages that may take place from time to time or the lack of data reporting during that outage.
- Acceptance of this agreement authorizes VNS to remotely access customer's network-connected devices, on an as-needed basis, to provide necessary support and diagnostic services to deliver NetCare, as we would when we are on site. This is done via a secure, compressed and encrypted connection.

Work Performed Outside of Normal Business Hours

- All work shall be performed during normal business hours (8-5, M-F) at the VNS Helpdesk and On-Site labor rates quoted above.
- When a client requests Emergency after-hours support (5-8, M-F, weekends, holidays), services will be delivered at twice the standard labor rates specified above, with a one-hour minimum. By accepting this agreement, client understands that all non-business hours services will be charged at twice the applicable hourly service rate. On-Site services will begin billing from the time the VNS SE leaves their location. After-hours support services will be billed in full-hour increments.
- Should client wish to re-allocate hours scheduled during normally scheduled visits for an after hours emergency, this can be done at their written request. Hours consumed will be re-allocated at the 2X premium and client understands that normally scheduled services will not be performed as a result, which may result in a reduced level of service.

Access Acknowledgement

- Customer understands that by accepting this agreement, they are allowing authorized VNS personnel with access to their network on an as-needed basis. This includes both on site and remote access. All remote connections to customer devices will be logged in the NetCare™ Service Center, and a weekly Executive Summary, including access logs will be emailed to the customer each week for audit purposes.

Documentation Acknowledgement

- Customer understands that by accepting this agreement, they are authorizing VNS personnel to document key and critical aspects of their data network, to provide the highest levels of service possible. This data includes, but is not limited to hardware and software inventory, serial numbers, software licenses and administrative passwords. VNS maintains all data on a secure internal database which cannot be "exported" en masse (ie: to an Excel spreadsheet, etc) by our staff and is backed up daily. The data is only accessible on a per-device basis and all access to this system is logged. For audit purposes, VNS will provide customer access to see the data that we are maintaining on their account upon request, at any time, however, this data cannot be exported - it is view only.

Terms and Conditions

No Solicitation or Hiring

• VNS is not a staffing agency. Our professional services are provided at significant expense to us and our employees are our "product". In consideration of this, by accepting this agreement, customer agrees not to 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 one times the employees' annual salary.

Manufacturer's Warranty Coverage and Third-Party Products

• 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. However, whenever possible we will endeavor to pursue manufacturer warranty payments for warranty services which VNS provides when a device requires services under manufacturer's warranty. This is only possible through our existing warranty certifications and in no case will a customer's responsibility to pay for our services be negated unless the service that VNS has provided customer is explicitly covered by a manufacturer's warranty, which VNS is contracted for (ie: HP or Xerox).

• Customer understands that VNS assumes no responsibility or liability for third-party products that customer has acquired from other vendors, but we will support them.

Infrastructure Exclusion

• This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is/are in place (or will be in place before work commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure, unless we have installed and certified it. We can however, correct any pre-existing deficiencies that we identify.

ISP Exclusion

• This proposal assumes that customer's 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.

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). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon hours in this agreement will be billed to the client at the contracted rates.

• 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 will be available for services to be delivered at the scheduled date and time. In the event that you need to reschedule your scheduled NetCare™ service visits, we will make every effort to accommodate your schedule, but please understand that the monthly service rate is due each month, so please make your facilities available to our staff to deliver services at the scheduled times. Because there is a high demand for our services, we book our service visits in advance, and frequent scheduling changes can, in some cases result in a customer's scheduled visit(s) not taking place. By accepting this agreement, you acknowledge that you are still responsible for that month's payment and cancellation of a service visit does not negate that amount.

• 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 that many normal tasks may take, and may limit the functionality of some applications that require Internet connectivity.

• Customer is responsible for providing a backup system 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.

• Customer agrees not to remove, disable or tamper with the NetCare™ Onsite Manager software, once installed. Any actions the customer takes to do so may require re-installation and re-activation of the software, which will be charged to the customer at the contracted NetCare™ service rate stated above.

Term of Agreement and Payment

• This agreement shall be in effect for a period of one (1) year from the date of the initial NetCare™ Onsite Manager installation. This is normally scheduled within 2-5 days after acceptance of this agreement, pending credit approval and pre-payment of first month's service. This insures that the customer receives the full benefit of 365 days of services.

• Prices reflect prepaid cash/check, or purchase order payments, with a cash discount. Non Cash/Check/PO payments will incur a surcharge between 2.5% - 3.5% and not to exceed 4% (depending on card used).

• Late fees and interest of 1.5% per month will be applied to any balances not paid within the payment terms offered in this proposal.

• Because NetCare™ pricing is based on aggressive up-front discounting of our professional services, NetCare™ will be billed monthly (unless pre-paid annually), in advance of that month's services, on your standard Net terms (except month one). Should customer become delinquent in their payments to VNS beyond 30 days, VNS reserves the right to increase customer's hourly service rate to our standard published pricing for all future services.

Delinquent Payment Policy

• Once a NetCare™ customer's outstanding balance has reached 30 days past due, VNS will place your site on HOLD in our NetCare™ service center. All scheduled service visits shall be cancelled until customer's balance is current, but prior to 60 days past due. Once customer has paid current, we will make every effort to reschedule these visits in a timely manner, in consideration of our other pre-booked customer commitments. If any services are required during this time, they must be paid for COD.

• Once a NetCare™ customer's outstanding balance has reached 60 days past due, VNS will delete the customer's site from the NetCare™ Service Center database, all future service visits will be cancelled, and the account balance (based on 'Early Termination' amount, as stated below) will be sent to collections. Should the customer later get current on this outstanding balance, they will be responsible for all costs associated with re-installing and re-activating their site in the NetCare™ Service Center and, if necessary, at their location.

Failure to Perform and Default

• Should customer wish to terminate this contract due to a demonstrable and documented failure to perform on the part of VNS, customer shall be entitled to do so upon a thirty (30) day written notification delivered to VNS via Registered U.S. Mail with no further obligation owed to VNS, as long as any outstanding balances for services and products delivered by VNS prior to cancellation date are paid in full. This clause, should it be invoked, shall be effective following the completion of said thirty (30) day period, and assuming that the conditions stated above have been invoked, and that customer has given VNS at least 3 'D' or 'F' graded CSAT scores prior to service cancellation. 'Failure to perform' shall be defined and documented as the customer giving VNS three (3) or more Customer Satisfaction (CSAT) ratings in a row with a 'D' or 'F' on the VNS case grading scale. Unless you request that we not call, VNS will always call within a few days after a service visit to see if you are satisfied with our work, and you will have the opportunity to give us a score, using a traditional A-F grading scale. These scores are to be provided to us by the Service Requestor, Owner/Principal or other primary business decision maker at customer's location.

Early Termination

• This agreement has no provision for early cancellation or for a customer to put the agreement "on hold". NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. VNS absorbs all costs and discounting up front on behalf of the customer. Therefore, should customer desire to cancel this contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined above in 'Failure to Perform and Default'), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager. Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. However, if you believe that we are at fault or negligent in our duties to serve you, we have provided a specific procedure above that will allow you to cancel your NetCare™ service agreement without penalty.

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.

Prepared For: Carlos Sanchez **Email:** finance@cityoforangecove.com
Organization: City of Orange Cove
Phone: (559) 626-4488, Ext. 215 **Fax:** (559) 626-4653
From: Daniel Duffy **Primary Engineer:** Steven Madara, James Wasilchuk
Date: Friday, August 28, 2015 **Contract Start Date:** Sunday, October 11, 2015
Subject: NetCare Support Services Agreement - Plan: 5C
Comments: This agreement will provide a primary assigned VNS Systems Engineer to visit a single customer site on a regular basis and perform proactive system maintenance, in order to maximize system uptime, by delivering a prescribed series of maintenance tasks on the systems specified below. Remote services shall also be provided as needed to augment the on-site visits, and to provide a more timely response.

Items to be reviewed include: patch management, backups, anti-virus, power protection/UPSs, disk space utilization, disk drive fragmentation, printer toner levels, network traffic, and Internet connectivity. Additional customer-requested support services can also be provided in the scheduled service visits.

Weekly Executive Summary reports, and monthly Network Summary reports shall also be emailed to customer provided contact(s).

For additional details on the NetCare™ program, please see: www.vns.net/netcare

NetCare™ Service Plan

NetCare™ On-Site Utilization Requirements and Managed Devices		Hours Per Month	Hours Per Quarter	Annual Hours
3	Servers to be managed	2.50	7.50	30.00
8	Clients to be supported (ie: desktops, notebooks, workstations, thin clients, etc)	1.33	4.00	16.00
3	Printers to be supported (includes B/W, color, MFPs, plotters, etc)	0.35	1.05	4.20
4	Other network accessible devices (ie: switches, routers, firewalls, wireless, VOIP, IP surveillance cameras, SANs, UPSs, tape drives, etc.)	0.93	2.80	11.20
18	<i>Total Devices</i>	<i>Total Support Hours (rounded to quarter-hour)</i>	<i>17.25</i>	<i>69.00</i>

NetCare™ Visit Frequency

- 1 Pre-scheduled service visits per month ~ 5.25 hours per visit
- 41 One-way mileage to customer site per visit (mileage charges only applicable after 30 miles from VNS offices)

NetCare™ Managed Workplace Remote Monitoring Services

	List Price	NetCare™ Cost
1 NetCare™ Onsite Manager Installation - MBS (254 nodes or less)	\$250.00	FREE (up to 2 hours)
1 NetCare™ Onsite Manager License - MBS (254 nodes or less, including up to 20 servers), Monthly	\$125.00	\$65.00

NetCare™ Hosted Offsite Service Options (SaaS)

	Each	Monthly Cost
Managed Core Defense and Security Services		
0 Email Defense - number of clients to be protected from spam, email viruses and malware	\$0.00	\$0.00
0 Web Defense - number of clients to be protected	\$0.00	\$0.00
Managed Storage and Data Backup Services		
0 NetCare™ Online Backup and Data Storage - GB per month	\$0.75	\$0.00
0 Email Archiving - GB per month	\$0.00	\$0.00
Managed Messaging Services		
0 Microsoft Exchange Online Server - number of clients	\$4.00	\$0.00
0 Microsoft Office Communications Server - number of clients	\$0.00	\$0.00
0 Blackberry Enterprise Online Server - number of clients	\$0.00	\$0.00
Managed Application Services		
0 Microsoft Dynamics CRM Online Server - number of clients	\$0.00	\$0.00
0 Microsoft SharePoint Online Server - number of clients	\$0.00	\$0.00
0 Microsoft Office Live Small Business - number of clients	\$0.00	\$0.00
Managed Collaboration & Communications Services		
0 Web Collaboration and Conferencing (Citrix Online) - number of clients	\$0.00	\$0.00
0 Collaborative Storage (FTP) - GB per month	\$0.00	\$0.00
0 Phone service, voicemail and unified communications - number of clients	\$0.00	\$0.00
0 Online fax service - number of fax numbers	\$0.00	\$0.00

NetCare™ Managed Print Services

	Pages Per Month	Monthly Base
0 Managed print services, with spare toner, unlimited monthly output, maintenance kit replacements and annual service - per MFP or printer	0	\$0.00

NOTE Regarding All Hosted Service Options Listed Above: all items listed above are estimates, based on the counts, and amounts provided by customer. Actual amount invoiced per month will be based on actual amounts used, based on price per unit that is listed.

NetCare™ Services Provided

- Phone and email support for daily problems and user support issues (8x5: M-F, 8am-5pm).
- Proactive, scheduled service visits by a VNS engineer for server, PC, printer, application and network device support issues.
- On-Call VNS engineers available (requires 1 business day notice).
- Emergency after-hours (5pm-8am M-F, weekends & holidays) response services at 2X your standard rates below, when requested.
- Pre-scheduled, non-emergency services, delivered after normal business hours will be billed at 1.5X your standard hourly rate, shown below.
- Annual high level review of your service, pricing and overall network performance.
- Microsoft systems patch management services.
- Hardware and software inventory services.
- Automatic weekly and monthly reports sent via email as PDFs (can be generated upon request as well).
- Preferred product pricing offered at our best discount levels (offered only to high volume, or NetCare™ accounts).
- 24x7x365 remote systems monitoring (requires client Internet connection, and manageable systems).
- Any devices to be excluded from active monitoring shall be defined in the Excluded Devices section at the end of this agreement.

	Helpdesk	On-Site
Estimated Monthly On-site and Remote Support Services	1.75 Hours	5.25 Hours
Monthly Travel Costs to/from Customer Location	.00 Hours	.50 Hours
Total Annualized Hours	21.00 Hours	69.00 Hours
Standard Hourly Rate	\$ 60.00	\$ 125.00
Annualized Cost, Paying Per Hour		\$ 9,885.00
NetCare™ Contracted Hourly Service Rate	\$ 58.20	\$ 110.00
Less NetCare™ Contract Pricing Discount (10.85%)	\$ (1,072.80)	\$ 8,812.20
Monthly Support Services (includes 24x7 on-call response capability, plus travel costs, if applicable)		\$754.35
Hosted Offsite & Managed Print Services		\$0.00
Monthly NetCare™ Monitoring and Reporting Cost		\$65.00
	Monthly Investment	\$819.35

Payment Terms:

- Balance due monthly, in advance of that month's services.
- 1% cash discount available for annual pre-payment on either monthly service, and/or NetCare™ Managed Workplace.
- This is an annual contract, paid monthly, based on actual service utilization.

 Agreement acceptance date.
 Date

 To accept this agreement, please sign and date here.
 For Customer

By signing above, you agree that you understand, and agree to the terms of this agreement and the Terms and Conditions below, and consent that you are duly authorized to enter into a contract on behalf of your company.

NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. Therefore, should customer desire to cancel the contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined in Terms and Conditions below), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager.

Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. This quote will remain valid for 15 days. All prices and specifications are subject to change.

Terms and Conditions

Definitions

- "Primary Engineer" is defined as the VNS Systems Engineer that will be assigned as the primary engineer for the account. This engineer is subject to change, based on current VNS staffing, and employee availability, and VNS reserves the discretion to dispatch the most qualified, or most accessible engineer for each NetCare visit, however, we will always endeavor to dispatch the same, primary engineer for all service.
- "Server" is defined as any system that is running a server operating system, regardless of hardware platform. Server operating systems include: Windows Server/Advanced Server, Novell Server, Linux, SCO, etc.
- "Client" is defined as any non-server client station, such as a PC/notebook/workstation/handheld running Windows (any version), Linux, a Macintosh or thin client.
- "Printer" is defined as any imaging output device that produces printed output and uses a consumable media to print.
- "Other Devices" is defined as any other type of IP-enabled network device that does not qualify as a Server, Client or a Printer.

Service Utilization Rates and Scope of Services

- The service utilization rates shown above are based on industry averages to provide sufficient time to support the specified number and type of customer network devices, using industry-standard best practices. VNS has also taken into account the customer's overall network quality, redundancy and performance to determine the required amount of time to support the devices specified in this agreement. With the exception of network emergencies, or new projects, VNS will perform the services described above in the allotted time shown.
- This agreement reflects standard network maintenance and support only. Any new projects and/or hardware and software may require additional time, above and beyond the normal monthly time allotment specified above. By accepting this agreement, customer acknowledges that any requests for new projects and/or additional services requiring additional time above and beyond the normal monthly time allotment specified above, will be invoiced for the actual time used, at the hourly rate specified above.
- All billing is done in quarter-hour increments.

Services Provided

- This agreement is for VNS professional systems engineering and support (remote helpdesk) support services. This agreement does not include our Infrastructure (ie: cabling, fiber) services, or our hardware break-fix services, which will be billed separately, unless otherwise requested. Although customers can elect to use their NetCare™ agreement for those types of services, it is not advisable since they are billed at a lower hourly rate than our Systems Engineering rate. However, if a customer requests that we provide these type of services and bill against their NetCare™ contracted service rate, we will do so. In some cases where a customer is large enough, the discount on the NetCare™ agreement can yield an hourly service rate that is lower than our published Infrastructure (IT) or Break-Fix (ST) service rates, and is at the customer's discretion to utilize in that manner.
- Helpdesk / Remote services are defined as desktop support services that VNS Systems Engineers or Systems Technicians provide remotely. Systems Engineering services include services provided on-site, as well as provided remotely for anything other than desktop support issues.
- Helpdesk / Remote support services will be provided by the first available VNS engineer or technician. If you only wish to speak with your primary Systems Engineer, the call will need to be scheduled and they will provide on a best-effort basis.

Application and Hardware Support

- VNS will directly provide support for all standard "off-the-shelf" applications on both the workstation(s) and server(s). VNS engineers have the skills, experience and vendor training to directly support the majority of commonly used business applications (ie: Microsoft Office, Windows, Microsoft BackOffice, backup software, anti-virus software, etc.) and hardware products. However, some software and hardware may require direct manufacturer support as the only means of resolving issues, with VNS acting as your on-site IT representative (ie: any proprietary, vertical, or non-standard applications, etc). VNS will make every effort to interface, on your behalf, with the manufacturer(s) to insure optimal operation, without incurring additional support costs. However, by accepting this agreement, customer acknowledges that they are ultimately responsible for maintaining a valid support contract on their hardware and software, and acknowledges that if VNS is asked to support a piece of software or hardware that does not have an active support/maintenance agreement with the manufacturer, this can in some cases, significantly increase the amount of time required to resolve an issue.

Managed Devices

- This agreement is based on the devices that customer has asked that VNS manage at the time of signing. VNS will manage any IP-enabled network device that is discovered on the customer's LAN and these devices will be factored into the inventory count which determines the amount of time required to support these devices. If there is a discrepancy between the devices that customer has contracted VNS to support and what we discover, this will be brought to customer's attention once they have been identified, to determine if they would like these devices supported. Should customer wish for VNS not to support a specific device(s), please notify your Account Executive so that we can exclude these devices from the contract and our monitoring systems. Because VNS cannot control what devices customer elects to add to their network, customer has the ultimate responsibility to notify VNS of any exclusions, or the devices will be auto-discovered by our monitoring systems. By approving this agreement, customer acknowledges that any network devices which they add to their network after this contract is accepted, will be automatically added to our monitoring system and will increase the monthly support costs proportionately, effective with the next month's invoice, unless customer requests that we exclude them from monitoring and support. Customer will have complete access to the VNS NetCare™ Service Center to determine what

Remote Systems Monitoring and Management

- A full-time Internet connection is required to provide this service. This connection allows VNS to connect to your managed devices. Clients are advised to procure a full-time high-speed Internet connection (ie: DSL, T1, frame relay, etc) if they do not already have one, in order to utilize this service. VNS partners with several companies that provide these services, and we can help work with you to determine what services are appropriate for your needs and budget.
- Systems can only be managed remotely if they are network-enabled and are connected to the customer's IP LAN network. Some devices have significantly better support for management interfaces and yield substantially more data, which allows us to more effectively support you. We recommend that customer's always try to purchase network devices with SNMP support, and computers with Intel vPro support if possible.
- VNS sells and services systems that support this functionality, and can make recommendations if required.
- By accepting this agreement, customer acknowledges that Internet connections can and will go down, and that if the Customer's Internet connection or server fails, VNS can no longer receive reporting data from your site until connectivity is restored. Our systems will however indicate a "Site Down" status and we will take appropriate action to contact you. VNS will not be responsible for Internet carrier outages that may take place from time to time or the lack of data reporting during that outage.
- Acceptance of this agreement authorizes VNS to remotely access customer's network-connected devices, on an as-needed basis, to provide necessary support and diagnostic services to deliver NetCare, as we would when we are on site. This is done via a secure, compressed and encrypted connection.

Work Performed Outside of Normal Business Hours

- All work shall be performed during normal business hours (8-5, M-F) at the VNS Helpdesk and On-Site labor rates quoted above.
- When a client requests Emergency after-hours support (5-8, M-F, weekends, holidays), services will be delivered at twice the standard labor rates specified above, with a one-hour minimum. By accepting this agreement, client understands that all non-business hours services will be charged at twice the applicable hourly service rate. On-Site services will begin billing from the time the VNS SE leaves their location. After-hours support services will be billed in full-hour increments.
- Should client wish to re-allocate hours scheduled during normally scheduled visits for an after hours emergency, this can be done at their written request. Hours consumed will be re-allocated at the 2X premium and client understands that normally scheduled services will not be performed as a result, which may result in a reduced level of service.

Access Acknowledgement

- Customer understands that by accepting this agreement, they are allowing authorized VNS personnel with access to their network on an as-needed basis. This includes both on site and remote access. All remote connections to customer devices will be logged in the NetCare™ Service Center, and a weekly Executive Summary, including access logs will be emailed to the customer each week for audit purposes.

Documentation Acknowledgement

- Customer understands that by accepting this agreement, they are authorizing VNS personnel to document key and critical aspects of their data network, to provide the highest levels of service possible. This data includes, but is not limited to hardware and software inventory, serial numbers, software licenses and administrative passwords. VNS maintains all data on a secure internal database which cannot be "exported" en masse (ie: to an Excel spreadsheet, etc) by our staff and is backed up daily. The data is only accessible on a per-device basis and all access to this system is logged. For audit purposes, VNS will provide customer access to see the data that we are maintaining on their account upon request, at any time, however, this data cannot be exported - it is view only.

Terms and Conditions

No Solicitation or Hiring

• VNS is not a staffing agency. Our professional services are provided at significant expense to us and our employees are our "product". In consideration of this, by accepting this agreement, customer agrees not to 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 one times the employees' annual salary.

Manufacturer's Warranty Coverage and Third-Party Products

• 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. However, whenever possible we will endeavor to pursue manufacturer warranty payments for warranty services which VNS provides when a device requires service under manufacturer's warranty. This is only possible through our existing warranty certifications and in no case will a customer's responsibility to pay for our services be negated unless the service that VNS has provided customer is explicitly covered by a manufacturer's warranty, which VNS is contracted for (ie: HP or Xerox).

• Customer understands that VNS assumes no responsibility or liability for third-party products that customer has acquired from other vendors, but we will support them.

Infrastructure Exclusion

• This proposal assumes that minimal (CAT5 or better) cabling and patch panel(s) is/are in place (or will be in place before work commences) and functioning properly. VNS assumes no responsibility or liability for that infrastructure, unless we have installed and certified it. We can however, correct any pre-existing deficiencies that we identify.

ISP Exclusion

• This proposal assumes that customer's 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.

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). Any additional labor incurred as a result of delays due to lack of access to facilities during the agreed upon hours in this agreement will be billed to the client at the contracted rates.

• 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 will be available for services to be delivered at the scheduled date and time. In the event that you need to reschedule your scheduled NetCare™ service visits, we will make every effort to accommodate your schedule, but please understand that the monthly service rate is due each month, so please make your facilities available to our staff to deliver services at the scheduled times. Because there is a high demand for our services, we book our service visits in advance, and frequent scheduling changes can, in some cases result in a customer's scheduled visit(s) not taking place. By accepting this agreement, you acknowledge that you are still responsible for that month's payment and cancellation of a service visit does not negate that amount.

• 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 that many normal tasks may take, and may limit the functionality of some applications that require Internet connectivity.

• Customer is responsible for providing a backup system 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.

• Customer agrees not to remove, disable or tamper with the NetCare™ Onsite Manager software, once installed. Any actions the customer takes to do so may require re-installation and re-activation of the software, which will be charged to the customer at the contracted NetCare™ service rate stated above.

Term of Agreement and Payment

• This agreement shall be in effect for a period of one (1) year from the date of the initial NetCare™ Onsite Manager installation. This is normally scheduled within 2-5 days after acceptance of this agreement, pending credit approval and pre-payment of first month's service. This insures that the customer receives the full benefit of 365 days of services.

• Prices reflect prepaid cash/check, or purchase order payments, with a cash discount. Non Cash/Check/PO payments will incur a surcharge between 2.5% - 3.5% and not to exceed 4% (depending on card used).

• Late fees and interest of 1.5% per month will be applied to any balances not paid within the payment terms offered in this proposal.

• Because NetCare™ pricing is based on aggressive up-front discounting of our professional services, NetCare™ will be billed monthly (unless pre-paid annually), in advance of that month's services, on your standard Net terms (except month one). Should customer become delinquent in their payments to VNS beyond 30 days, VNS reserves the right to increase customer's hourly service rate to our standard published pricing for all future services.

Delinquent Payment Policy

• Once a NetCare™ customer's outstanding balance has reached 30 days past due, VNS will place your site on HOLD in our NetCare™ service center. All scheduled service visits shall be cancelled until customer's balance is current, but prior to 60 days past due. Once customer has paid current, we will make every effort to reschedule these visits in a timely manner, in consideration of our other pre-booked customer commitments. If any services are required during this time, they must be paid for COD.

• Once a NetCare™ customer's outstanding balance has reached 60 days past due, VNS will delete the customer's site from the NetCare™ Service Center database, all future service visits will be cancelled, and the account balance (based on 'Early Termination' amount, as stated below) will be sent to collections. Should the customer later get current on this outstanding balance, they will be responsible for all costs associated with re-installing and re-activating their site in the NetCare™ Service Center and, if necessary, at their location.

Failure to Perform and Default

• Should customer wish to terminate this contract due to a demonstrable and documented failure to perform on the part of VNS, customer shall be entitled to do so upon a thirty (30) day written notification delivered to VNS via Registered U.S. Mail with no further obligation owed to VNS, as long as any outstanding balances for services and products delivered by VNS prior to cancellation date are paid in full. This clause, should it be invoked, shall be effective following the completion of said thirty (30) day period, and assuming that the conditions stated above have been invoked, and that customer has given VNS at least 3 'D' or 'F' graded CSAT scores prior to service cancellation. 'Failure to perform' shall be defined and documented as the customer giving VNS three (3) or more Customer Satisfaction (CSAT) ratings in a row with a 'D' or 'F' on the VNS case grading scale. Unless you request that we not call, VNS will always call within a few days after a service visit to see if you are satisfied with our work, and you will have the opportunity to give us a score, using a traditional A-F grading scale. These scores are to be provided to us by the Service Requestor, Owner/Principal or other primary business decision maker at customer's location.

Early Termination

• This agreement has no provision for early cancellation or for a customer to put the agreement "on hold". NetCare™ is an annual contract between Valley Network Solutions, Inc. and the customer, in which VNS is extending highly discounted pricing to the customer based on the estimated annualized hours required to support your network. VNS absorbs all costs and discounting up front on behalf of the customer. Therefore, should customer desire to cancel this contract prior to completion of the duration of the contract without cause and failure to perform by VNS (as defined above in 'Failure to Perform and Default'), they agree to either pay off the balance of the contract, or pay the difference between the service rate they were billed at, and our standard hourly rates, as specified above, for all hours incurred up to the cancellation date, including the free installation of the NetCare™ Onsite Manager. Should customer desire to terminate this contract due to perceived lack of performance on the part of VNS, we will make every effort to meet with you to resolve the matter amicably and to remedy any dissatisfaction, as it is in our mutual best interest to insure that you are 100% delighted with the service you receive from us. However, if you believe that we are at fault or negligent in our duties to serve you, we have provided a specific procedure above that will allow you to cancel your NetCare™ service agreement without penalty.

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.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Resolution Approving Agreement for Engineering Services by Krazan & Associates, Inc. for Quality Assurance Testing for the G Street Reconstruction Project
Attachments: Resolution

RECOMMENDATION:

Council adopt the attached resolution selecting Krazan & Associates, Inc. for quality materials testing services for the G Street Reconstruction Project.

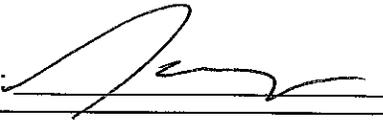
EXECUTIVE SUMMARY:

Krazan & Associates was selected to provide materials testing for the Anchor Avenue and Water Meter construction projects. They have submitted an estimated fee of \$6,305 for the compaction and materials testing for the G Street Reconstruction Project.

BACKGROUND:

Krazan & Associates has provided materials testing for several construction projects in Orange Cove, and they have provided good service to the City. Earlier this year they were selected to provide materials testing for the Anchor Avenue Reconstruction Project and the Water Meter Installation Project. Since those other two projects will be under construction at the same time, we think it is logical to use Krazan for the G Street Project as well. All testing labs charge for sampling time and having more than one project will provide savings for the City. Their estimated cost is \$6,305. The final cost will depend upon the number of tests required at the discretion of our public works inspector.

Prepared by: GH

Approved by: 

REVIEW: City Manager: SE

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

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

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

REASON FOR RECOMMENDATION:

Krazan & Associates is providing materials testing for the Anchor Avenue and Water Meter Project and can provide the same testing for the G Street Project at a reasonable cost.

FISCAL IMPACT:

The cost of the testing is included in the project budget.

ALTERNATIVES:

Council may direct staff to obtain proposals from other testing labs.

ACTIONS FOLLOWING APPROVAL:

The City Manager will sign a standard consultant agreement with Krazan & Associates.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2015-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
APPROVING AGREEMENT FOR ENGINEERING SERVICES BY KEAZAN &
ASSOCIATES, INC. FOR QUALITY ASSURANCE MATERIALS TESTING FOR THE G
STREET RECONSTRUCTION PROJECT

WHEREAS, the City is reconstructing G Street from Anchor Avenue to Ninth Street using Local Transportation Funds; and

WHEREAS, quality assurance testing of the construction materials and construction practices will be required; and

WHEREAS, the City has received a proposal from Krazaan & Associates, Inc. to provide quality assurance material testing services for the project; and

WHEREAS, the City Engineer has evaluated the proposal and recommends that Krazaan & Associates, Inc. be selected to provide the service for the G Street Reconstruction Project.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Upon recommendation of the City Engineer that Krazaan & Associates, Inc. is hereby selected to provide quality assurance material testing services for the G Street Reconstruction Project in accordance with their proposal dated August 28, 2015, and the City Manager is authorized to sign the City's standard form of agreement for engineering services.
3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on September 9, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Possible Engineering Study for Projects to Connect to North Tulare County Surface Water Treatment Plant
Attachments: Map

RECOMMENDATION:

Council receive report and give input to Staff.

EXECUTIVE SUMMARY:

City Staff has been working with neighboring communities and water suppliers to develop a second source of water for the City. Alta Irrigation District (AID) is spearheading an effort to construct a surface water treatment plant near East Oroshi. Pipelines would connect seven communities to supply water from the plant and pipe well water when the canals are down.

BACKGROUND:

The City receives all of its water from the Friant Kern Canal and there are times when the canal is out of service for maintenance. City Staff has been meeting with surrounding communities to see if there are any possibilities for collaboration on a joint project.

AID is leading an effort to construct a surface water treatment plant near East Oroshi. Pipelines would connect the seven communities of Oroshi, Cutler, East Oroshi, Monson, Sultana, Yetttem and Seville, as shown on the attached map. These communities currently use groundwater that at times tests high for nitrates. The project is still looking for complete funding and maybe several years away from construction.

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: _____

The potential projects that need to be studied are as follows:

SHORT TERM PROJECT

Description: Water line connection with booster pumps between Monson & Sultana 12" water main in Avenue 408 and the City of Orange Cove.

Purpose:

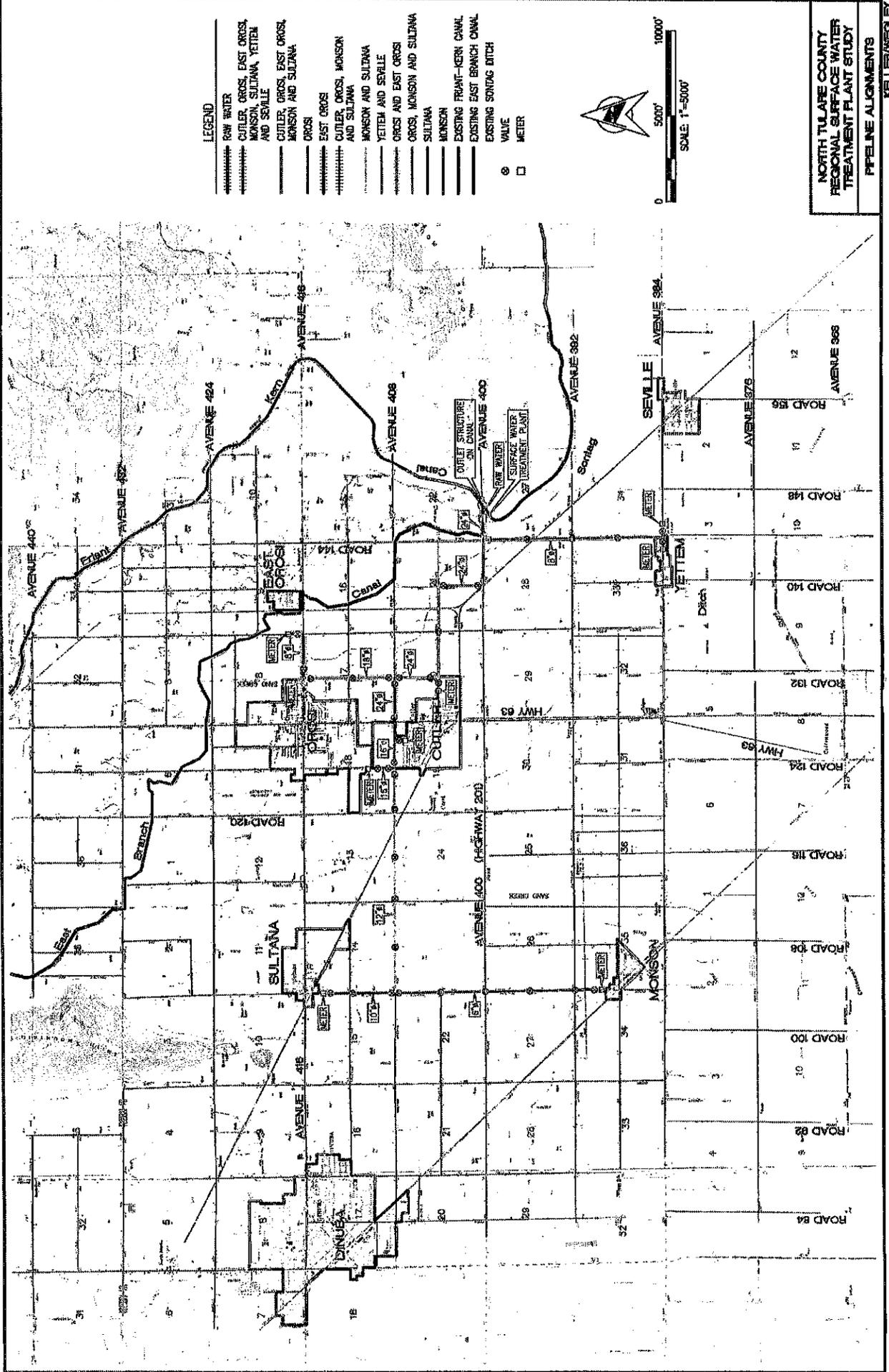
1. Provide source of water from groundwater wells in the North Tulare area for the City of Orange Cove when the Friant-Kern Canal is shut down for service.
2. Provide a second emergency source of water for the Tulare County area.

LONG TERM PROJECT

Description: Construct a raw water pipeline from the Kings River headwater of the Alta Irrigation District East Main Canal to serve both City of Orange Cove and North Tulare Regional Surface Water Treatment Plant.

Purpose: Provide a secure source of water from the Kings River for both surface water treatment plants that is not subject to canal maintenance shut downs.

While the talks are very preliminary, we are hopeful that a consensus can be reached. If AID is supportive, then we will apply for grant funding to prepare an engineering study for the project.





CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Gary D. Horn, City Engineer
Subject: Resolution Approving Award of Bid for the Fire Station Restroom
 Re-model
Attachments: Resolution

RECOMMENDATION:

Council adopt the attached resolution awarding the bid for the Fire Station Restroom Remodel project to Yanez Construction in the amount of \$8,970 and authorize the City Manager to sign a standard construction agreement.

EXECUTIVE SUMMARY:

The existing restroom at the Fire Station does not have shower facilities for the firefighters who spend the night at the station. This project will add a shower and re-configure the remaining fixtures.

BACKGROUND:

Bids have been received from three contractors for the Fire Station Remodel Project as follows:

- | | |
|---------------------------|----------|
| 1. Yanez Construction | \$8,970 |
| 2. E G Construction | \$10,172 |
| 3. Wes Isaac Construction | \$16,505 |

REASON FOR RECOMMENDATION:

Yanez Construction submitted the lowest bid for the project.

Prepared by: GH

Approved by: 

REVIEW: City Manager: 

Finance: _____

City Attorney: _____

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
_____ Consent			_____ Public Hearing	
_____ Info Item			_____ Matter Initiated by a Council	
_____ Action Item			Member	
_____ Department Report			_____ Other	
_____ Redevelopment Agency			_____ Continued to: _____	

FISCAL IMPACT:

The cost for the project will be paid for by the General Fund.

ALTERNATIVES:

Council can choose not to award the project

ACTIONS FOLLOWING APPROVAL:

City Manager will sign a standard construction agreement.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2015-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,
ACCEPTING BID FOR THE FIRE STATION RESTROOM REMODEL PROJECT

WHEREAS, informal bids were received by the City Manager through the Orange Cove Fire District for the Fire Station Restroom Remodel Project; and

WHEREAS, the project will consist of the remodeling of the restroom at the City-owned Fire Station to add shower facilities in the City of Orange Cove; and

WHEREAS, the following bids for the project were received:

<u>Contractor</u>	<u>Bid</u>
Yanez Construction	\$8,970
E G Construction	\$10,172
Wes Isaac Construction	\$16,505

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Orange Cove, California, as follows:

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. Upon the recommendation of the City Engineer that the bid for the Fire Station Restroom Remodel Project be awarded to: Yanez Construction in the amount of Eight thousand nine hundred seventy dollars and zero cents (\$8,970.00).
3. The City Manager is authorized to sign the standard construction agreement for the project on behalf of the City.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on September 9, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk

Memo

To: Honorable Mayor and City Council
From: Interim Finance Director
cc: Sam Escobar, City Manager
Date: August 27, 2015
Re: Facility Rate and Deposit

BACKGROUND

The City of Orange Cove rents out the Community Center to residents and non-residents at the current rate of \$1,250 for residents with a \$300 deposit, of which \$100 is nonrefundable. For non-residents the current rate is \$1,500 with a \$350 deposit, of which \$100 is nonrefundable. The City is also currently charging \$25 per hour for clean-up. Due to the amount of staff time spent cleaning the facilities and the wear and tear of the Center, the amount the City is currently charging for the use of the facility is not sufficient to cover day-to-day operations and maintenance of the Center. Also due to the minimal amount of deposit, users of the Center are not cleaning up the Center after use and forgoing the deposit with the City. For fiscal year 2014-15, the City collected \$24,590 in rental fees, but the costs to maintain the Center was \$144,156.

RECOMMENDATION:

To adopt Resolution 2015-xxx increasing the resident fee by 5%, from \$1,250 to \$1,313 and increasing the deposit from \$300 to \$500. For non-residents, we would like to increase the fee by 5% also, from \$1,500 to \$1,575 and increasing the deposit from \$350 to \$550. The nonrefundable deposit will remain \$100. The cleaning up fee rate we would like to increase to \$45 from \$25.

FISCAL IMPACT

The increase can cause a drop in rentals and it may not. All fees collected goes into the General Fund. Costs associated with operations and maintenance of the Center is also coming out of the General Fund.

ALTERNATIVES:

The Council may choose not to increase the fees or modify the fee, deposit, or cleaning rate to a different amount.

ACTIONS FOLLOWING CITY COUNCIL APPROVAL:

The Mayor will sign a resolution 2015-xx of the City Council of the City of Orange Cove repealing Resolution No. 2010-05 relating to facilities deposit fees.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2015-_____

**A RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF ORANGE COVE
REPEALING RESOLUTION NO. 2010-05 RELATING TO FACILITIES
DEPOSIT FEES**

WHEREAS, the City Council of the City of Orange Cove is desirous of maintaining a sound financial condition; and

WHEREAS, the City Council has facilities which are available upon request by persons in the community; and

WHEREAS, the City Council has identified the costs associated with the use of the facilities; and

WHEREAS, the City Council is desirous of recovering costs that are associated with the use of its facilities while at the same time providing public benefits to the community.

NOW, THEREFORE, the City Council of the City of Orange Cove hereby resolves as follows:

1. The City Council adopts the fees for the specified facilities as listed in Exhibit A which is incorporated herein by reference
2. Resolution 2010-05 and any other inconsistent resolutions regarding fees for the facilities set forth in Exhibit A are hereby repealed.

CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Orange Cove on the ___ day of _____ 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS FORM

June Bracamontes, City Clerk

Dan McCloskey, City Attorney

EXHIBIT A

FACILITY RATES

Senior Center Building No activity is permitted unless approved by City Manager

J.O. Eaton Park (R) \$100+\$25 Cleaning Deposit (N) \$125+\$25 Cleaning Deposit

Sheridan Park (R) \$100+\$25 Cleaning Deposit (N) \$125+\$25 Cleaning Deposit

ORANGE COVE COMMUNITY CENTER

Decorating/Rehearsal Rates: \$25.00 an hour day before event only.

(Usage of the Orange Cove Community Center Rural Center must be by invitation only and security will be required for wedding receptions - Other events Council and/or Police Department will determined if invitation and security is required)

RATES

RESIDENT:

\$1,250.00 + \$500 Cleaning Deposit (Refundable \$400*) (Non-refundable \$100)

NON-RESIDENT:

\$1,500.00 + \$550 Cleaning Deposit (Refundable \$450*)(Non-refundable \$100)

Processing fee of \$35 - this is a non-refundable fee. If your application is approved, the processing fee is applied toward your rate fees. If the application is denied or if canceled, the processing fee is not refundable;

(Rates include hall with or without kitchen, and with or without alcohol)

RATES FOR ORANGE COVE NON-PROFIT ORGANIZATION
(Excluding Dances)

Hourly Rates for Orange Cove Non-Profit Organization: \$50.00
Non-Resident Non Profit Organization hourly rates are doubled

Dances: Rates and contract will be reviewed and approved by Council and/or Police Department

COMMERCIAL EVENTS:

Commercial Events:
Rates and contract will be reviewed and approved by Council and/or Police Department

EXTRA PERSONNEL

A fee of \$25 will be charged whenever a dinner and dance are scheduled for the same activity. It is necessary to schedule a second Building Attendant to come in and take down tables and set up for the dance.

SET UP & CLEAN UP FEES

The facility must be cleaned up at the end of the day of the event. This includes the gym, kitchen, hallway and bathrooms. All tables and chairs must be stacked and stored in the proper room. Any items brought by the individual sponsoring the event must also be removed by the end of the event. The Kitchen should be cleaned and closed two hours prior to the end of the event. A City Employee will do a walk-through the next day and determine if additional cleaning is required. If additional clean up of the facility is required an event fee of \$45.00 per hour will be charged. Once the facility is determined to be in its proper form, the **refundable rate*** as stated above will be returned in a timely manner.

FUNERAL RECEPTIONS WAIVER

Funeral Fees Are Waived only for Orange Cove Residents

1 **JOINT EXERCISE OF POWERS AGREEMENT**
2 **CREATING**
3 **THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE**
4 **AUTHORITY (SJVWIA)**

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10 **EFFECTIVE DATE: _____, 2015**
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28 **JOINT EXERCISE OF POWERS AGREEMENT**

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CREATING THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY (SJVWIA)

THIS Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2015, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, the COUNTY OF KERN, a political subdivision of the State of California, the COUNTY OF KINGS, a political subdivision of the State of California, the COUNTY OF MADERA, a political subdivision of the State of California, the COUNTY OF MERCED, a political subdivision of the State of California, and the COUNTY OF TULARE, a political subdivision of the State of California, the CITY OF ORANGE COVE, a political subdivision of the State of California, the CITY OF MENDOTA, a political subdivision of the State of California, the SAN JOAQUIN RIVER EXCHANGE CONTRACTORS WATER AUTHORITY, a political subdivision of the State of California, the FRESNO IRRIGATION WATER DISTRICT, a political subdivision of the State of California, the CHOWCILLA WATER DISTRICT, a political subdivision of the State of California, the TABLE MOUNTAIN RANCHERIA, a federally recognized tribe. Each entity listed above is a "Party" to this Agreement, and all the entities listed above together are the "Parties" to this Agreement.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the Parties each are public agencies, which have the common power, pursuant to California Government Code section 23004(c), to make contracts necessary to the exercise of their respective powers; and

WHEREAS, the Parties desire to join together for the purpose of creating a new joint powers agency that will solicit grants of funds under the competitive process established by the State of California pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 ("Act") for water infrastructure improvement projects within the jurisdiction of some or all of the member Parties, and administer the disbursement and expenditure of said funds on qualified infrastructure projects including but not limited to local surface storage projects, groundwater recharge projects and the construction of the Temperance Flat Dam project, in all instances subject to obtaining a financial commitment by the member Parties to pay for

1 liabilities, or obligations of any party to this Agreement notwithstanding the payment of respective costs as
2 referenced in Article 2. The Authority, its Board, officers, membership and staff shall be governed by this
3 Agreement, the Bylaws, and other documents duly adopted by the Authority.

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7 **ARTICLE 5**
8 **POWERS OF THE AUTHORITY**

9
10 The Authority shall have all powers set forth in the Joint Powers Law, and is hereby authorized to do
11 all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

12 (a) To make and enter into contracts, including contracts with the Parties and/or Participating
13 Entities.

14 (b) To incur debts, liabilities, and obligations.

15 (c) To acquire, hold, or dispose of property, contributions and donations of property, funds,
16 services, and other forms of assistance from persons, firms, corporations, and government entities.

17 (d) To sue and be sued in its own name, and to settle any claim against it.

18 (e) To receive and use contributions and advances from the Parties as provided in Government
19 Code Section 6504, including contributions or advances of personnel, equipment, or property.

20 (f) To receive and use contributions and advances from Participating Entities including
21 contributions or advances of personnel, equipment, or property.

22 (g) To invest any money in its treasury that is not required for its immediate necessities,
23 pursuant to Government Code Section 6509.5.

24 (h) To carry out all provisions of this Agreement. Said powers shall be exercised pursuant to
25 the terms hereof and in the manner provided by law.

26 Pursuant to Government Code section 6509, the aforementioned powers shall be subject to those
27 restrictions as apply to any of the Parties.

28

1 of the total number of the parties regardless of the number of voting members who are present at the Board
2 of Directors meeting.

3 Matters subject to supermajority vote are:

- 4 1. Identifying and selecting Qualified Water Projects with respect to which the Authority will
5 solicit or apply for grants;
- 6 2. Approval of any contract for expenditure of funds for any purpose, including but not limited to
7 a contract for experts or professionals to assist in the drafting for solicitations or applications for grants;
- 8 3. Hiring or providing through agreement with a member Party for any staff for the Authority;
- 9 4. Adding or removing Participating Entities.

10
11 **ARTICLE 7**

12 **POWERS OF THE BOARD OF DIRECTORS**

13
14 The Board of Directors shall have the following powers and functions:

- 15 (a) The Board of Directors shall exercise all powers and conduct all business of the Authority,
16 either directly or by delegation to its officers and staff.
- 17 (b) The Board of Directors shall elect the officers of the Authority and shall appoint or employ
18 necessary staff in accordance with Articles 9 and 10 hereof.
- 19 (e) The Board of Directors shall cause to be prepared, and shall review, modify as necessary,
20 and adopt the annual operating budget of the Authority.
- 21 (f) The Board of Directors shall develop, or cause to be developed, and shall review, modify as
22 necessary, any solicitation or grant application for a Qualified Water Project and administrative services
23 necessary to carry out such solicitation or grant application or the receipt, administration and disbursement of
24 any grant funds received.
- 25 (g) The Board of Directors shall provide for necessary services to the Authority and the Parties
26 and Participating Entities, by contract or otherwise, which may include, but shall not be limited to, accounting,
27 auditing, and legal services.

1 (h) The Board of Directors shall provide general supervision and policy direction to the staff of
2 the Authority.

3 (i) The Board of Directors shall have such other powers and duties as are reasonably
4 necessary to carry out the purposes of the Authority, including, but not limited to, establishing Ad Hoc or
5 Standing Committees of participating entities,
6

7 **ARTICLE 8**

8 **MEETINGS OF THE BOARD OF DIRECTORS**

9
10 (a) The Board of Directors shall hold at least one regular meeting each year and shall provide
11 for such other regular meetings and for such special meetings as it deems necessary.

12 (b) The staff of the Authority shall provide for the keeping of minutes of regular and special
13 meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of
14 Directors at the next scheduled meeting.

15 (c) All meetings of the Board of Directors shall be called, noticed, held and conducted in
16 accordance with the provisions of Government Code Section 54950 et seq.

17 (d) The Authority shall provide each of the Parties the agenda, including any supplements
18 thereof, and any supporting agenda materials of all meetings of the Board of Directors not later than the time
19 that the Authority publishes notice of such meetings pursuant to paragraph (c), immediately above.
20

21 ///

22 **ARTICLE 9**

23 **ADMINISTRATION**

24
25 (a) The following staff members shall be hired or appointed by and serve at the pleasure of the
26 Board of Directors:

27 (1) **SJVWIA Manager ("Manager")**. The Authority shall hire a Manager who
28 shall administer the business and activities of the Authority, subject to the general supervision and policy

1 direction of the Board of Directors, and the scope of this Agreement, shall be responsible for all minutes,
2 notices and records of the Authority and shall perform such other duties as are assigned by the Board of
3 Directors within the scope of this Agreement.

4 (2) **Secretary.** The Board of Directors may hire or appoint a Secretary who, in
5 place of the Manager shall be responsible for all minutes, notices and records of the Authority and shall
6 perform such other duties as are assigned by the Board of Directors within the scope of this Agreement.

7 (3) **Auditor-Treasurer.** The duties of the Auditor-Treasurer are set forth in of
8 this Agreement. Pursuant to Government Code Section 6505.5, the Auditor-Treasurer shall be an auditor
9 controller of one of the Parties, at the selection of the Authority. Upon such selection, the Authority shall
10 obtain the consent of the applicable party auditor controller to serve as the Authority's Auditor-Treasurer.

11 (b) **Charges for Treasurer and Auditor Services.** Pursuant to Government Code Section
12 6505, the charges to the Authority for the services of the Auditor-Treasurer shall be determined by the the
13 party from which such staff members are appointed, subject to approval by the Authority.

14 (c) **Other Staff.** The Board of Directors shall hire or appoint such other staff as may be
15 necessary for the administration of the Authority.

16 (d) **Charges for Appointed Staff Services.** The charges to the Authority for the services of the
17 appointed staff shall be determined by the Party from which staff members are appointed, subject to
18 approval by the Authority.

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ARTICLE 10

DEVELOPMENT, FUNDING AND IMPLEMENTATION OF SOLICITATIONS OR GRANT APPLICATIONS

(a) **Solicitations or Grant Applications.** The Authority shall develop, fund and cause to be submitted solicitations or grant applications to the appropriate state or federal agency pursuant to the Act or other similar state or federal programs or laws.

(b) **Competitive Selection of Experts.** If the Authority determines to retain an expert or experts to prepare any solicitation or grant application, the selection of said expert(s) shall be made through a competitive process. The competitive selection process shall be according to policies for procuring services as determined appropriate by the Authority to administer its business and activities.

ARTICLE 11
ACCOUNTS AND RECORDS

(a) **Annual Budget.** The Authority shall annually adopt an operating budget.

(b) **Funds and Accounts.** The Auditor-Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each project under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Auditor-Treasurer shall be open to inspection at all reasonable times by authorized representatives of the Parties.

The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor-Treasurer, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board of Directors, Parties and Participating Entities.

///
///

1 (d) **Annual Audit.** Pursuant to Government Code Section 6505, the Authority shall either make
2 or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records
3 of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall
4 be filed as a public record with the Parties and Participating Entities and also with the auditor of the Party
5 where the home office of the Authority is located and shall be sent to any public agency or person in
6 California that submits a written request to the Authority. The report shall be filed within six months of the
7 end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense
8 of the Authority.

9
10 **ARTICLE 12**

11 **RESPONSIBILITIES FOR FUNDS AND PROPERTY**

12
13 (a) The Auditor-Treasurer shall have the custody of and disburse the Authority's funds. He or
14 she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to
15 perform that function, subject to the requirements of (b) below. The Auditor-Treasurer shall hold and
16 prudently invest any funds for which he or she has custody consistent with the Investment Policy of the
17 Authority. The Auditor-Treasurer's primary objective in holding and investing such funds shall be: first, to
18 safeguard the principal of such funds under his or her control; second, to meet the liquidity needs of the
19 Authority; and third, to achieve a return on such funds under his or her control.

20 (b) Pursuant to Government Code Section 6505.5:

21 (1) Receive and acknowledge receipt for all funds of the Authority and place them in the
22 treasury of the Treasurer to the credit of the Authority.

23 (2) Be responsible upon his or her official bond for the safekeeping and disbursements
24 of all Authority funds so held by him or her.

25 (3) Pay any sums due from the Authority, as approved for payment by the Board of
26 Directors or by any body or person to whom the Board of Directors has delegated approval authority, making
27 such payments from Authority funds upon warrants drawn by the Auditor.

28 ///

1 (4) Verify and report in writing to the Authority and to the Parties and Participating
2 Entities, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority,
3 the amount of receipts since the last report, and the amount paid out since the last report.

4 (c) Pursuant to Government Code Section 6505.1, the President, the Vice-President, and such
5 other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the
6 property of the Authority.

7 (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and
8 in the form specified by the Board of Directors, covering all officers and staff of the Authority, and all officers
9 and staff who are authorized to have charge of, handle, and have access to property of the Authority.

10
11 **ARTICLE 13**

12 **RESPONSIBILITIES OF PARTIES**

13
14 The Parties shall have the following responsibilities under this Agreement:

15 (a) The Governing Board of each Party shall appoint representative(s) to the Board of Directors,
16 pursuant to Article 6 hereof.

17 (b) Each Party shall appoint an officer or employee of the Party to be responsible and serve as
18 a liaison between the Party and the Authority for all matters relating to the Authority.

19 (c) Each Party shall fund its share of the Authority's annual administrative expenses. As an
20 initial contribution, immediately upon execution of this Agreement, each Party shall contribute the amount of:

21 (a) Counties, \$50,000

22 (b) Cities, \$_____

23 (c) Water Agencies. \$_____

24 (d) Tribal Council, \$____

1 Thereafter, all contributions by Parties, which must be approved by the Governing Boards of of each Party,
2 shall be made as follows:

3 (a) Counties- In proportion to the relative populations of the member Parties based on the
4 latest State of California Department of Finance E-1 Estimate.

5 (b) Cities-

6 (c) Water Agencies-

7 (d) Tribal Council-

8 (d) Each Party shall provide the Authority such other information or assistance as may be
9 necessary for the Authority to develop and implement Programs under this Agreement.

10 (e) Each Party shall cooperate with and assist the Authority and other contractors in all matters
11 relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

12 ///

13 (f) Each Party shall have such other responsibilities as are provided elsewhere in this
14 Agreement, and as are established by the Board of Directors in order to carry out the purposes of this
15 Agreement.

16
17 **ARTICLE 14**

18 **WITHDRAWAL AND TERMINATION**

19
20 (a) Any Party may terminate its membership in the Authority and its obligations under this
21 Agreement upon 180 days advance written notice to the other Parties and the Authority. The written intent to
22 terminate may be withdrawn no later than 120 days prior to the end of the 180 day termination period.

23 (b) Upon withdrawal of a Party from the Authority and this Agreement, any capital contributions
24 of said Party shall be returned to the Party less that Party's share of ongoing obligations of the Authority
25 incurred while that Party's membership in the Authority. Contributions by a Party for operating expenses and
26 costs of preparation of any solicitation or application for grants authorized or incurred prior to the effective
27 date of withdrawal shall not be returned upon withdrawal.

1 (c) Upon termination of this Agreement (whether by mutual agreement of the Parties, or by
2 withdrawal of five or more member Parties), all assets of the Authority remaining after all existing obligations
3 of the Authority have been disposed of, shall be distributed among the Parties in proportion to their cash
4 contributions and property contributed (at market value when contributed). The Board of Directors shall
5 determine such distribution within six (6) months after disposal of the last obligation of the Authority.

6 (d) This Agreement and the Authority shall continue to exist until such time as the final
7 disposition of all claims, distribution of all assets, and performance of all other functions necessary to
8 conclude the affairs of the Authority.

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14 **ARTICLE 15**

15 **LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS**

16
17 The members of the Board of Directors, officers, committee members and legal advisors to any
18 board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their
19 powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any
20 mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action
21 taken or omitted by any agent or employee selected with reasonable care, nor for loss incurred through
22 investment of Authority funds, or failure to invest, performed in good faith.

23 No director, officer, committee member, or legal advisor to any board or committee shall be
24 responsible for any action taken or omitted by any other director, officer, committee member, or legal advisor
25 to any board or committee. No director, officer, committee member or legal advisor to any board or
26 committee shall be required to give a bond or other security to guarantee the faithful performance of their
27 duties pursuant to this Agreement.
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Any matters of this Agreement may be modified from time to time by the written consent of the governing body of all the Parties without, in any way, affecting the remainder.

ARTICLE 19
PROHIBITION AGAINST ASSIGNMENT

No Party may assign any right, claim or interest, or delegate any obligation that it may have under this Agreement, and no creditor, assignee or third party beneficiary of either Party shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

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ARTICLE 20
GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the Parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

ARTICLE 21
SEVERABILITY

In the event any provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to

1 mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this
2 Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

3
4 **ARTICLE 22**
5 **AGREEMENT COMPLETE**

6
7 This Agreement constitutes the entire agreement between the Parties with respect to the subject
8 matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings,
9 advertisements, publications, and understandings of any nature whatsoever unless expressly included in this
10 Agreement. This Agreement may be executed in one or more original counterparts, all of which together will
11 constitute one and the same agreement.

12 *///*
13 *///*
14 *///*
15 *///*

16 **ARTICLE 23**
17 **FILING WITH SECRETARY OF STATE**

18
19 The President of the Board of Directors of the Authority shall file a notice of this Agreement with the
20 Office of California Secretary of State within 30 days of its effective date, as required by Government Code
21 Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

22
23 **ARTICLE 24**
24 **DISPUTE RESOLUTION**

25
26 Any controversy or dispute between the parties arising out of this agreement shall be submitted to
27 mediation. The mediator will be selected by mutual agreement. If the matter cannot be resolved through
28 mediation or if the parties cannot agree upon a mediator the matter shall be submitted to arbitration and such

1 arbitration shall comply with and be governed by the provisions of the California Arbitration Act, of the
2 California Code of Civil Procedure.

3

4 IN WITNESS WHEREOF, the COUNTY OF FRESNO, the COUNTY OF KERN, the COUNTY OF
5 KINGS, the COUNTY OF MADERA, the COUNTY OF MERCED and the COUNTY OF TULARE, the CITY
6 OF ORANGE COVE, the CITY OF MENDOTA, the SAN JOAQUIN RIVER EXCHANGE CONTRACTORS
7 WATER AUTHORITY, the FRESNO IRRIGATION WATER DISTRICT, the CHOWCILLA WATER
8 DISTRICT, the TABLE MOUNTAIN RANCHERIA, the Parties, have executed this Joint Exercise of Powers
9 Agreement Creating the SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY as of the day
10 and year first hereinabove written.

11

12 **COUNTY OF Fresno**

COUNTY OF TULARE

13

14 _____
Deborah A. Poochigian,
Chairman, Board of Supervisors

15

16 BERNICE E. SEIDEL, Clerk
Board of Supervisors

_____, Clerk of the Board/
County Administrative Officer

17

18 By _____

By _____

19 **COUNTY OF KERN**

COUNTY OF KINGS

20

21 _____

22 Chairman, Board of Supervisors

Chairman, Board of Supervisors

23

24 _____, Clerk
of the Board

_____, Clerk
of the Board

25

26 By _____

By _____

27 **COUNTY OF MADERA**

COUNTY OF MERCED

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David Rogers
Chairman, Board of Supervisors

Chairman, Board of Supervisors

TANNA G. BOYD, Clerk
of the Board

_____, Clerk of the Board

By _____

By _____

ADD OTHER PARTIES HERE AND BELOW

REVIEWED &
RECOMMENDED FOR APPROVAL

REVIEWED &
RECOMMENDED FOR APPROVAL

John Navarrette,
County Administrative Officer
County of Fresno

James L. Brown,
County Administrative Officer
County of Merced

Eric Fleming,
County Administrative Officer
County of Madera

Jean Rousseau
County Administrative Officer
County of Tulare

John Nilon,
County Administrative Officer
County of Kern

Larry Spikes,
County Administrative Officer
County of Kings

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

Daniel C. Cederborg,
County Counsel, County of Fresno

Kathleen Bales-Lange,
County Counsel, County of Tulare

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Regina A. Garza,
County Counsel, County of Madera

James N. Fincher
County Counsel, County of Merced

Theresa A. Goldner,
County Counsel, County of Kern

Colleen J. Carlson,
County Counsel, County of Kings

APPROVED AS TO ACCOUNTING FORM

Vicki Crow,
Auditor-Controller/Treasurer-Tax Collector
County of Fresno



RECEIVED

AUG 31 2015

City Clerk
City of Orange Cove

CITY OF ORANGE COVE
PLANNING COMMISSION APPLICATION

Date of Application: 8/30/2015

Applicant's Name: Rick E Alonso

Applicant's Address: 260 TAPIA COURT

Phone Number: (559) 859-9787

I wish to serve on the : PLANNING COMMISSION

I would like to serve on the planning commission because:

I HAVE LIVED HERE ALL MY LIFE AND I WOULD LIKE TO GIVE BACK TO THE COMMUNITY AND BE OF ANY HELP TO SERVE OUR CITY.

I AM THE ASS. PASTOR OF OUR CHURCH (APOSTOLIC FAITH TABERNACLE)

I understand that I must be a resident of the City of Orange Cove and I may not serve on more than one commission at a time, and I understand that the position on the commission is on a volunteer basis.

[Signature]
Signature of applicant

8/30/2015
Date



**CITY OF ORANGE COVE
PLANNING COMMISSION APPLICATION**

RECEIVED

AUG 28 2015

City of Orange Cove
Deputy City Clerk

Date of Application: 8-28-15

Applicant's Name: Charles Lopez

Applicant's Address: 207 N 5th St.

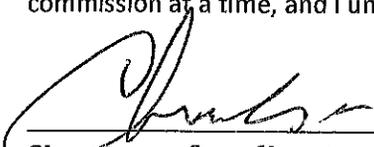
Phone Number: (559)643-1428

I wish to serve on the : **PLANNING COMMISSION**

I would like to serve on the planning commission because:

I care about the community as well as all of the activities and planning that comes with it's decisions.

I understand that I must be a resident of the City of Orange Cove and I may not serve on more than one commission at a time, and I understand that the position on the commission is on a volunteer basis.


Signature of applicant

8-28-15
Date

**FIRST AMENDMENT TO
GROUND LEASE**

This First Amendment to the Ground Lease ("Amendment") is entered into as of September 1, 2015, (the "Effective Date") by the City of Orange Cove (the "City") whose address is 633 Sixth Street, Orange Cove, California 93646, and the Target 8 Advisory Council, Inc., ("Target"), as follows:

RECITALS

WHEREAS, City and Target entered into a Ground Lease ("Lease") on February 10, 1994; and

WHEREAS, the Lease is expiring and City and Target are desirous of extending the term of Lease; and

WHEREAS, Paragraph 4, of the Lease allows the parties to amend and extent the term in writing; and

WHEREAS, it is the parties' desire and intent to amend the Lease.

NOW, THEREFORE, City and Target, in consideration of the mutual covenants herein, do agree as follows:

1. The above recitals are true and correct.
2. Paragraph 4. of the Lease is hereby revoked and amended and as amended shall read as follows:
 4. *TERM: The term of this Lease shall be fifty (50) full calendar years, beginning September 1, 2015 and ending at midnight on August 30, 2065 unless extended or sooner terminated as provided for in this Lease or by mutual agreement of the parties in writing and signed by the parties to be charged with such modification.*
3. In all other respects the parties confirm and acknowledge the terms and condition of the Lease entered on February 10, 1994.

CITY

TARGET

By: _____

BY: _____

ATTEST:

By: _____