



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Esperanza Rodriguez, Council Member

Roy Rodriguez, Council Member
Josie Cervantes, Council Member

WEDNESDAY, OCTOBER 9, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Presentation

1. Presentation by Mr. Luis Morales Reedley College President of La Raza Faculty and Gloria De La Cruz-Pulido regarding the event on October 25, 2019 at Sanger Kings River Winery to raise Scholarship funds for Hispanic Students

D. Consent Calendar

2. City Council Minutes of September 25, 2019
3. Council to reject Claim submitted to AIMS by Mr. Arthur Cardona
4. Facility Use Application for Eaton Park requested by Elvira Perez Rosary Fatima Anniversary on October 12, 2019

E. Administration

City Engineer:

5. **SUBJECT:** Project Progress Update Report by City Engineer Alfonso Manrique

Recommendation: Informational Item Only

Chief of Police:

6. **SUBJECT:** Monthly Activity Report presented by Chief of Police, Marty Rivera

Recommendation: Informational Item Only

Interim Building Official:

7. **SUBJECT:** Update report on the Val-Mart Building and Code Enforcement presented by Ray Hoak

Recommendation: Informational Item Only

Interim City Manager:

8. **SUBJECT:** Fall Clean Up scheduled on November 2, 2019

Recommendation: Informational Item Only

9. **SUBJECT:** Update on Financial Issues

Recommendation: Informational Item Only

10. **SUBJECT:** Approval of Street Sweeping Contract with Central Valley Sweeping, Inc. on a month-to-month basis

Recommendation: Staff recommends the City Council approve the contract with Central Valley Sweeping for Street Sweeping Services

11. **SUBJECT:** Discussion and Review of Animal Control Services in the City of Orange Cove

Recommendation: For the City Council to provide Staff with direction on Animal Control Services

F. Public Forum

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

G. City Manager's Report

H. City Attorney's Report

I. City Council Communications

J. Closed Session

- 12. Conference with labor negotiators (Government Code Section (54957.6) City Designated Representative: Rudy Hernandez, Interim City Manager
Employee Organization: Orange Cove Police Officers Association

K. Reconvene City Council Meeting

L. Adjournment

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

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

From: Rachel Rubalcaba [<mailto:rachel@cityoforangecove.com>]
Sent: Tuesday, October 01, 2019 1:36 PM
To: Gloria De La Cruz-Pulido <gloria.delacruz-pulido@reedleycollege.edu>; jvb@cityoforangecove.com
Subject: FW: IMG_4150.JPG

From: Gloria De La Cruz-Pulido <gloria.delacruz-pulido@reedleycollege.edu>
Sent: Friday, September 27, 2019 4:19 PM
To: jvb@cityoforangecove.com; Rachel@cityoforangecove.com
Cc: Gloria De La Cruz-Pulido <gloria.delacruz-pulido@reedleycollege.edu>
Subject: FW: IMG_4150.JPG

Greeting My Dear Friends - at the City of Orange Cove City Hall,

Hello June and Rachel,

I hope that you and your families are all doing well! We have missed you the past two years, but we wanted to give you some rest. Please give my regards to Victor Lopez, Mayor. We go back many many years.

It's that time of the year, at Reedley College, LFSA (La Raza Faculty Staff and Association) will be hosting our Wine Tasting Event, in Sanger at the Kings River Winery, on October 25th and would like to extend our invitation to have you join us. We are asking for a table donation, tickets are normally \$25 dollars for person in advance and \$35 at the door. A table would be \$200.

The purpose of this event is to raise scholarship funds for our Hispanic students who are truly deserving of pursuing higher educational goals, but have limited funding. We are hoping that if we continue to work collaboratively we can help reach our goal, in assisting more of our rural students pursue their dreams and make them a reality.

I have spoken to Luis Morales, President of LFSA who is also from the city of Orange Cove. He is willing to stop by and provide Mr. Victor Lopez and Mr. Rudy Hernandez with a presentation about our organization.

Please feel free to call me or contact me to make these arrangements and we are hoping to hear and see all of you soon at this annual event.

Sincerely
Gloria De La Cruz-Pulido,
559-638-0300 ext: 3116

From: Gloria De La Cruz-Pulido [<mailto:gpulido@comcast.net>]
Sent: Friday, September 27, 2019 3:48 PM
To: Gloria De La Cruz-Pulido <gloria.delacruz-pulido@reedleycollege.edu>
Subject: IMG_4150.JPG



Purchase Tickets Here:



SCAN ME

LFSA

Wine Tasting Fundraiser
OCT. 25th



Kings River Winery
4276 S. Greenwood Ave.
Sanger, CA 93657
6pm-9pm

Advanced Tickets - \$25
At the Door - \$35

WINE, BEER,
HORSE
D'OEUVRES,
SILENT AUCTION,
PHOTOBOOTH,
AND MORE!

All proceeds benefit the
LFSA Scholarship Fund





MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem
Roy Rodriguez, Council Member

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

WEDNESDAY, SEPTEMBER 25, 2019 - 6:30 P.M.
Orange Cove Council Chambers
633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Victor P. Lopez
Mayor Pro Tem Diana Guerra Silva
Councilmember Roy Rodriguez
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez (absent)

STAFF PRESENT: Financial Consultant/Interim City Manager Rudy Hernandez
Police Chief, Marty Rivera
City Attorney, Dan McCloskey
City Clerk June V. Bracamontes

Invocation: Mayor Pro Tem Diana Guerra Silva

Flag Salute: Mayor Victor P. Lopez

B. Confirmation of Agenda

Interim City Manager Rudy Hernandez requested to add an item to the Agenda
Approval of Site Plan for Dollar Tree

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved to add the Approval of Site Plan for Dollar Tree as presented.

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No: None
Absent: E. Rodriguez
Abstain: None

Site Plan for Dollar Tree

City Engineer Alfonso Manrique presented the Site Plan for Dollar Tree and requested Council approval of Resolution No. 2019-45

Upon the motion by R. Rodriguez and seconded by Mayor Silva, Council approved the Site Plan for Dollar Tree and Resolution No. 2019-45 as presented

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No. None
Absent: E. Rodriguez
Abstain: None

C. Consent Calendar

1. City Council Minutes of August 28, 2019
2. City Council Minutes of September 11, 2019
3. City Warrants for August 2019
4. Approval of Job Description for Animal Control Officer

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the Consent Calendar as presented.

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No. None
Absent: E. Rodriguez
Abstain: None

D. Administration

Events Committee

5. **SUBJECT:** Upcoming Events

Recommendation: Informational Items Only

David Lopez, Events Committee Member, presented to Council the Halloween Harvest on October 31, 2019.

Interim City Manager:

6. **SUBJECT:** 2019-2022 MOU between the City of Orange Cove and Local 39

Recommendation: Council to consider approving the 2019-2022 MOU between the City of Orange Cove and Local 39

Upon the motion by Councilman R. Rodriguez and seconded by Mayor Pro Tem Silva, Council approved the 2019-2022 MOU between the City of Orange Cove and Local 39 as presented.

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No. None
Absent: E. Rodriguez
Abstain: None

7. SUBJECT: 2019-2022 MOU between the City of Orange Cove and POA

Recommendation: Council to consider approving the 2019-2022 MOU between the City of Orange Cove and POA

Tabled.

8. SUBJECT: Christmas Tree Harvest 2019

Recommendation: Council to consider to approve a donation of \$275 for the Christmas Tree - donation will go towards the Reedley College Forestry Club

Upon the motion by Councilwoman Cervantes and seconded Mayor Pro Tem Silva, Council approved a donation of \$275 for the Christmas Tree as presented

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No. None
Absent: E. Rodriguez
Abstain: None

9. SUBJECT: Ordinance 387

Recommendation: Council to approve the second reading and adoption of Ordinance No. 387 by title only waiving full reading AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AMENDING TITLE 8 OF THE ORANGE COVE MUNICIPAL CODE PERTAINING TO PROHIBITION OF SMOKING BY THE AMENDMENT OF CHAPTER 8.32 AND PROVIDING FOR THE PUBLICATION, ENACTMENT AND EFFECTIVE DATE THEREOF

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved the second reading and adoption of Ordinance No. 387 by title only waiving full reading

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No. None
Absent: E. Rodriguez
Abstain: None

10. **SUBJECT:** Usage of the VPL Center for public meeting requested by Jesus Mendoza, Community Organizer

Recommendation: Council to consider approving the request by Jesus Mendoza to use the VPL Center for a Public Meeting regarding Public Health, Environment research, Exposure, Resources, Tools and solutions on September 26, 2019 6pm-8pm

Item Tabled no application received

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 speaker's microphone, state your name and address, and then proceed with your comments.

1. Yolanda Guerra resident of Orange Cove regarding the proposed new Car wash in Orange Cove. Addressed her concerns and explained to Mayor that her father was a great supporter and concern about the proposed new car wash will only closed down her existing car. Asked that Council please take her concern into consideration.
2. Mr. Manuel Ferreira regarding the Smoking Ordinance. E-Cigaretts and vaping is killing people. Would like to make sure the new Smoking Ordinance is enforced.
3. Resident of Orange Cove owner of the car wash bought from Sue Jones. Moved to Orange Cove bought the car wash in order to support his family. With the new proposed car wash it will only close his car wash. Asked that Council listen to his concern.

F. City Manager's Report

No report.

G. City Attorney's Report

No report.

H. City Council Communications

No reports from Council.

I. Closed Session

11. Pursuant to Government Code Section 54957
Public Employee
Title: Reappointment of Interim City Manager/Financial Consultant

12. Conference with labor negotiators (Government Code Section 54957.6)
City Designated Representative: Rudy Hernandez, Interim City Manager
Employee Organization: Orange Cove Police Officers Association

J. Reconvene City Council Meeting

Mayor Lopez reconvened City Council Meeting at 8:45 p.m. and announced the following:

1. Council extended the contract between the City of Orange Cove and Rudy Hernandez until a new City Manager is hired.

Upon the motion by Mayor Pro Tem Silva and seconded by Councilwoman Cervantes, Council approved to extend the contract between the City of Orange Cove and Rudy Hernandez until a new City Manager is hired as presented.

Yes: Lopez, Silva, R. Rodriguez, Cervantes
No. None
Absent: E. Rodriguez
Abstain: None

2. POA contract – No action taken until legal advise is given

K. Adjournment

Mayor Lopez adjourned the City Council Meeting at 8:50 p.m.



October 2, 2019

Arthur Cardona
560 Adams, Apt. 140
Orange Cove, CA 93646

RE: Insured : City of Orange Cove
Claimant : Cardona, Arthur
Claim No. : 18,834
Date of Loss : August 10, 2019
Our File No. : FR98713

Dear Mr. Cardona:

Please be advised that the City of Orange Cove is a member of the Central San Joaquin Valley Risk Management Authority. Acclamation Insurance Management Services (AIMS), as the Third Party Administrator for liability, conducts investigations on their behalf. The claim that you filed with the City of Orange Cove has been referred to AIMS for investigation and recommendation to the City.

We have completed our investigation with regard to your claim in the amount of \$10,000.00 for injuries sustained in front of the County Library on Park Boulevard on August 10, 2019.

According to our discussion, you said that you were riding your electric wheelchair on the sidewalk in front of the library when you noticed a sprinkler shooting up in the air towards the sidewalk. The sidewalk was wet to the street. You advised that there was standing water on the sidewalk. You did not want to get your electric chair wet so you went to the right to go around the water. You stated that you were paying more attention to the water than to the hole on the sidewalk. You said that you went too far and ended up in a hole that was meant for a tree.

Per our investigation, the County Library is responsible for maintaining the grounds and the sprinklers around the library.

P.O. Box 26597
Fresno, CA 93729-6597
Phone 559.227.9972
Fax 559.227.1579
CAL. LIC. 2G17034

Please also be aware that there are immunities available to the City of Orange Cove under the Government Codes, which state the entity must have prior notice of a condition, and adequate time to make repairs, for any liability to be assessed against them. According to City staff, they had no prior notice and/or complaints with regard to any potentially dangerous and/or hazardous conditions associated with the subject loss location prior to your accident of August 10, 2019.

In summary, we are very sorry for the injuries that you sustained on August 10, 2019. However, based upon our investigation, we found no evidence of negligence and/or liability on the part of the City of Orange Cove. Hence, we cannot recommend to the City of Orange Cove that they accept any responsibility for your damages. Therefore, it will be our recommendation to the City that your claim be rejected. If approved by City Council, you will receive a formal Rejection Notice from the City by mail in the near future. We recommend that you read the notice carefully, as it outlines your rights under California Law.

Please also be advised that pursuant to Sections 128.5 et seq. and 1038 of the California Code of Civil Procedures, the City of Orange Cove will seek to recover all costs of defense in the event a legal action is filed on the matter and it is determined that the action was not filed in good faith and with reasonable cause, or as otherwise determined to justify the imposition of attorney's fees and costs of suit pursuant to such sections, as well any other sections or laws inuring to the benefit of the City of Orange Cove, its officers, officials, employees, agents or representatives.

Sincerely,

Suzanne E. Johnson
AIMS Claims Specialist

Copy: Orange Cove

CITY OF ORANGE COVE

FACILITY USE APPLICATION

This application form is to be filled out and returned to the Orange Cove City Hall with all appropriate material and signatures prior to the City Manager's approval. (Note: if an organization is making application please note the position of the individual making application such as, President, Chairman etc.).

Please review all the attached documents for Fee Schedules and regulations and sign where needed.

(PLEASE PRINT)

NAME/ORGANIZATION: Curada del Rosario en Plaza Publica

REPRESENTATIVE: Elvira Perez

MAILING ADDRESS: 820 3rd Street

CITY: Orange Cove CA ZIP: 93646

CONTACT PHONE: (559) 400 1408

DATE(S) OF USE: _____

NATURE OF USE: Public Rosary Fatima Anniversary

TIME OF USE: FROM _____ AM/PM TO _____ AM/PM (NOTE: HOURS OF OPERATION SHALL NOT EXCEED 12:00 MIDNIGHT UNLESS APPROVED BY THE CITY MANAGER AND THE CITY COUNCIL)

SET UP/DECORATING DATE _____ TIME: FROM _____ TO _____

EXPECTED ATTENDANCE: _____

RECEIVED

OCT 03 2019

City of Orange Cove
Accounting Clerk

ADDITIONAL INFORMATION:

FACILITY REQUIRED:

ORANGE COVE COMMUNITY CENTER

CLASS ROOM AREA OF 480 SF @\$43.20 PER DAY

GENE WELCH PARK (Behind Orange Cove Community Center)

J.O. EATON PARK

SHERIDIAN PARK

OTHER (PLEASE SPECIFY) _____

INSURANCE REQUIRED:

NAME OF INSURANCE COMPANY: Nation wide dns.

****** THE CITY OF ORANGE COVE REQUIRES THAT YOU PROVIDE A CERTIFICATE OF INSURANCE SHOWING THE CITY OF ORANGE COVE AS AN ADDITIONAL INSURED.**

****** INSURANCE CAN BE PURCHASED THROUGH THE CITY OF ORANGE COVE, FOR AN ADDITIONAL FEE. RATES WILL VARY WITH EACH EVENT AND EACH YEAR. *INSURANCE WILL NEED TO BE PROVIDED WITH APPLICATION WHEN SUBMITTED BEFORE THE DATE CAN BE PLACED ON THE CITY CALENDAR.***

PROCESSING FEE: A \$35.00 non-refundable processing fee must accompany the facility application.

ENGINEER'S REPORT

TO: CITY COUNCIL
FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.
SUBJECT: PROJECT PROGRESS UPDATE
DATE: OCTOBER 9, 2019

This Engineer's Report provides an update on the progress made on the various that we are currently working on:

1. Site Plan Reviews

a. Stars & Stripes Towing

The Developer still needs to obtain a Grading Permit from the City prior to construction. A Site Plan Approval letter was sent to the Developer on November 14, 2018. Per the City's Municipal Code, a site plan shall lapse and become void one year following the date final approval has been given unless, prior to the expiration of one year, a building permit is issued, and construction is commenced and diligently pursued. AM Consulting Engineers sent a letter to the Developer on September 5, 2019, notifying him that the City's approval of the Site Plan is set to expire on November 14, 2019.

b. Pizza Parlor

Applicant submitted a revised site plan to the City on September 19th and to AM Consulting Engineers on September 25th. AM Consulting Engineers is currently reviewing the site plan to confirm that all comments from the May 17, 2019 Site Plan Review Letter have been addressed.

c. Smog Shop

Applicant needs to address comments from Interest Consulting before a building permit can be obtained from the City.

d. Kiosk Ice Machine

A site plan for a water purifier and ice making kiosk for the existing convenient store located at 999 Park Blvd. was submitted on August 29, 2019. The Building Official submitted site plan review comments for a conditional use permit on September 12, 2019. The applicant has paid all fees for the conditional use permit application.

2. FHWA Projects

a. 2015 ATP School Safety Improvements

The Notice of Completion has been filed with Fresno County and City has submitted the retention payment to the Contractor. AM Consulting Engineers submitted the final invoice to Caltrans September 20, 2019. While the invoice is processing, AM Consulting Engineers will prepare ATP Deliver Report for submittal to Caltrans.

b. Adams Avenue Reconstruction from Friant Kern Canal to South Hills Valley Road

The Request for Authorization for Construction was formally approved by FHWA on September 5, 2019. AM Consulting is currently preparing for the project to go out to bid sometime this month.

c. Adams Avenue Improvements from Jacobs Avenue to 4th Street

The Request for Authorization for Construction was formally approved by FHWA on September 5, 2019. AM Consulting is currently preparing for the project to go out to bid sometime this month. Invoice No. 2 was submitted to Caltrans on September 20, 2019.

d. D Street Sidewalks

Gateway Engineering is currently preparing the plans, technical specifications, environmental and ROW documents for submission to Caltrans. AM Consulting Engineers has notified Gateway Engineering that all documents need to be finalized by the end of the year. AM Consulting Engineers will then submit the Request for Authorization for Construction by March 2020. Invoice No. 2 was submitted to Caltrans on September 20, 2019.

3. Water Enterprise

a. Friant Kern Canal Shut Down

AM Consulting Engineers has been working directly with the State to submit documents required for the AB 72 Application. No additional documents are required at this time.

b. Water Treatment Plant Improvements

AM Consulting Engineers received a letter from Robert Neilson of the USDA on September 17, 2019 requesting additional revisions to the Preliminary Engineering Report. AM Consulting Engineers is currently addressing the USDA's comments and revising the PER.

4. Final Parcel Map No. 2019

AM Consulting Engineers has made the requested revisions to the Parcel Map and submitted it to the Recorder's Office on September 20, 2019.

5. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave

AM Consulting Engineers was informed on September 9, 2019 that the City's application for EDA funding has been reviewed for merit and selected for further consideration. Subject to the availability of funds, the proposed project will be considered to receive \$1,942,800 in EDA funding. The City will need to match \$485,700 to cover the remaining project costs. The EDA has requested that the City answer additional comments and provide a response by October 5, 2019. AM Consulting Engineers is currently working on addressing these comments.

6. Dollar Tree

On September 25, 2019 AM Consulting presented the site plan to City Council, which was then approved by Resolution. AM Consulting Engineers is currently reviewing the improvement plans that were submitted on August 30, 2019.

7. San Joaquin Valley Air Pollution Control District Grant

AM Consulting Engineers submitted the Public Benefit Grant Application on August 27, 2019. The San Joaquin Valley Air Pollution Control District currently does not have funding to allocate to this Grant. AM Consulting Engineers has been informed to check in with the District on a monthly basis to see when funding is available.

8. Amaya Housing Project

The Developer submitted a revised site plan on September 27, 2019. In order to secure funding for the Project, the Developer must submit an approved site plan by October 10, 2019. The City Manager has agreed to approve the site plan before the October 10th deadline.

During a conference call with the Developer on September 27, 2019, the City Attorney recommended that the Developer purchase additional land that is needed for the fire lane and the Project's water and sewer connection. The Developer was informed that the City will require that they purchase the land at \$2.88 per square foot instead of acquiring an easement.

9. Energy Audit

Alliance Building Solutions, Inc. is currently preparing the City's Energy Audit. After a meeting on September 24, 2019, Alliance Building Solutions stated that no additional information is needed from AM Consulting Engineers.

10. City Hall Parking Lot

AM Consulting Engineers received a total of three quotes to repave, re-stripe, and update the City Hall parking lot to meet ADA compliance. The lowest bid was received from Toasted Asphalt for \$91,500. Per the City's Purchasing Policy that was adopted by Resolution No. 2019-38 in June 2019, a formal bidding process is not required since the cost is under \$100,000. AM Consulting Engineers is recommending that City Council approve the quote provided by Toasted Asphalt.

11. Shopping Center Sign

City Manager has informed AM Consulting Engineers that the City would like to construct a sign on the northwest corner of Park Blvd and Anchor Ave, directly in front of the Burger King. Staff are currently working on design concepts.



ORANGE COVE POLICE DEPARTMENT

SEPTEMBER 2019 MONTHLY STATISTICS

CHIEF OF POLICE - MARTY RIVERA



PART 1 CRIMES

	AUGUST	SEPT	%	YTD	YTD
	2019	2019	Change	2018	2019
Homicide	0	0	0%	1	0
Rape	0	1	100%	3	1
Attempted Murder	0	0	0%	0	0
Robbery	1	0	-100%	1	3
Assault	1	1	0%	19	7
Burglary	1	2	100%	18	15
Grand Theft Auto	2	2	0%	20	13
Total Part 1 Crimes	5	6	20%	62	39

	AUGUST	SEPT	%	YTD	YTD
	2019	2019	Change	2018	2019
Sex Crimes	1	3	200%	7	12
Narcotics	3	3	0%	21	27
Child Abuse	0	0	0%	5	5
Runaways	1	2	100%	8	21
Total Part 2 Crimes	5	8	60%	41	65

TRAFFIC STATISTICS

	AUGUST	SEPT	%	YTD	YTD
	2019	2019	Change	2018	2019
Total Traffic Collisions	5	6	20%	54	49
Fatalities	0	0	0%	2	0
Injury	1	1	0%	6	6
Non Injury	3	4	33%	29	27
Hit & Run	1	1	0%	17	16

ENFORCEMENT STATISTICS

	AUGUST	SEPT	%	YTD	YTD
	2019	2019	Change	2018	2019
Total Traffic Citations	30	32	7%	448	287
Total Vehicle Stops	141	119	-16%	1,150	1,210
Seatbelt Violations	3	3	0%	23	13
Unsafe Speed Violations	0	9	900%	9	14
Fail To Obey Stop Sign/Light	3	6	100%	71	73
Driving Under the Influence	1	0	-100%	26	14
Gang Arrests - Felony	0	0	0%	8	6
Gang Arrests - Misdemeanor	0	1	100%	10	3
Gang Field Interview Cards	1	3	200%	29	21
Juvenile Detentions/Arrests	0	2	200%	8	9
Adult Arrests	17	15	-12%	262	188

	AUGUST	SEPT	%	YTD	YTD
	2019	2019	Change	2018	2019
5150	5	1	-80%	29	23
Agency Assist	2	16	700%	97	93
Battery	2	3	50%	15	13
Evading/Obstructing Officer	1	1	0%	17	9
Fraud	2	2	0%	4	10
Identity Theft	1	0	-100%	5	5
Spousal Abuse	5	4	-20%	52	43
Graffiti/Vandalism	7	6	-14%	47	40
Veh. Burglaries	0	0	0%	6	2
General Incidents	11	15	36%	157	136
Weapons Confiscated	1	0	-100%	24	13
Petty Theft	6	3	-50%	39	35
Public Intoxication	1	0	-100%	9	4
Suspended License	2	1	-50%	17	15
Unlicensed Drivers	13	17	31%	69	98
Vehicles Towed	15	13	-13%	133	112
Vehicles Released	4	8	100%	66	47
Case Number Drawn	174	167	-4%	1,386	1322

Monthly Report

October 2019

STAFF LEVELS

Remain the same. 10 plus myself. Three Reserve Officers. One works full time and one is on call. The third is undergoing training with the FTO.

Lieutenant Position. I have requested that we promote Sgt Pena to a position of Lieutenant and Corporal Puga to the Sergeants position. This will enable us to further develop him and prepare him for the position of police chief in the future. Several agencies have offered Sgt Pena a position with their departments and have even offered to make him a Lieutenant with their department.

Grants. Several months ago, we applied for a Tobacco Grant that would enable us to work in attempting to reduce the use of tobacco and vaping by our kids. We had applied for \$100,000 dollars. Yesterday I attended a press conference in Fresno with the State Attorney General Becerra in which it was announced that we had been successful in obtaining the grant. The total amount requested was not given, but **we will receive \$77,696 over a period of three years.**

Training: Skills training for all our officers has begun.

Plan to send Silvia to **Train the Trainer class in CLETS.** (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM). This is the system that entails all of the various DOJ search systems for investigating things such as wanted persons, stolen cars, persons on parole, license information etc.

Supervisory Leadership Institute. Sgt Pena has applied to be accepted into the SLI training program. We hope to get him into the next class later this month or soon thereafter. He would attend 3 days a month for each month for eight consecutive months. He hopes to start soon. It is POST Reimbursable. I personally attended during my time with the Sheriff's Department and it is the best class I have ever taken.

Events Halloween at end of the month.

The City of Orange Cove & Pena's Disposal will be having our Annual Fall Clean-Up day for Orange Cove Residents. Please be advised that property owners are REQUIRED to keep their property and alley free of code violations. The City urges you to remove the trash and debris located in the alley from behind your property. It is the owners responsibility to maintain their alley free from trash, debris, hazardous, and flammable material. Residents that do not remove the trash and debris will be cited by the code enforcement department. PLEASE take advantage of this opportunity and participate in the FREE Annual Fall Clean-Up Day.

La Ciudad de Orange Cove y Pena's Disposal tendran la Limpieza Anual de Otoño. Tenga en cuenta que los propietarios estan OBLIGADOS a mantener su propiedad y el callejon sin violaciones de codigo. La Ciudad le pide de retirar la basura y los residus ubicados en el callejon detras de su propiedad. Es responsabilidad de los propietarios en mantener su callejon libre de basura, escombros, peligrosos y materiales inflamables. Aquellos que pongan y no retiren la basura y los desechos seran multados. Aproveche esta oportunidad y participe en esta limpieza anual. Su cooperacion es agradecida.

To participate in the Fall Clean-Up Day:

You must bring a utility bill and ID card must match the address on the bill

Para participar en la Limpieza de Otoño:

Usted debe traer una factura de su cuenta de utilidades y su identificacion debe coincidir con la direccion que aparece en la cuenta

SUNDAY, NOVEMBER 2, 2019

DOMINGO, 2 de NOVIEMBRE, 2019

7:00 A.M. -12:00PM

CORNER OF PARK BLVD & RAIL RD EMPTY LOT IN FRONT OF LIBRARY

**FALL CLEAN-UP
LIMPIEZA DE OTOÑO**

Leading the Way to Zero Waste –

PEÑA'S
DISPOSAL SERVICE
12094 Avenue 408 • Cutler
528-3909 • www.penasdisposal.com



Items accepted for disposal: Artículos aceptados para desechar:

- Trash / Basura
- Mattresses / Colchones
- Furniture / Muebles
- Yard waste & clippings (no bamboo, cactus, palm or yucca trimmings accepted) / Basura de jardin y recortes (no recortes de bamboo, nopales, palmas)
- Lumber (untreated & unpainted wood only) / Madera sin pintura o presionada)
- Appliances / Aparatos Electronicos
- E-waste (computers, radios, phones, printers, monitors) / Residuos electronicos (computadoras, radios, telefonos, impresoras, monitores)
- Tires (maximum of 8 tires per household) /Llantas de auto (maximo de 8 llantas por residencia)

Items NOT accepted for disposal:

- Concrete / cemento
- Oil or paint / aceite o pintura
- Anti-freeze/ anti-congelante
- Hazardous waste / residuos peligrosos



Date: October 9, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Street Sweeping Services Contract with Central Valley Sweeping, Inc. On A Month-To-Month Basis.
Attachments: Contract Proposal

BACKGROUND:

Central Valley Sweeping has been serving the entire Central Valley since 1977. With over 1,050 scheduled clients, they have the experience and equipment to get the job done right the first time. Their experience includes, but is not limited to Municipalities, Industrial Properties, Dairies, Highway Construction and Homeownerships.

Central Valley Sweeping has handled the “special sweeping” needs for the cities of Visalia, Kingsburg, Reedley, Parlier, Chowchilla, Corcoran, and Mendota. Central Valley Sweeping is the primary sweeping provider for such companies as Fresno & Visalia Unified School Districts, J.G.Boswell, Kraft Foods, NAS-Lemoore and Granite Construction. Central Valley Sweeping also provides sweeping services for the City of Tulare and City of Lemoore reclimite projects.

SCOPE OF SERVICES:

The scope of sweeping service for the designated areas for the City of Orange Cove has been identified as:

1. Park Blvd. from Hills Valley Road to Anchor Ave. with medians (Cost includes: Curb Lines & Median sweeping of the downtown & major industrial streets of the City of Orange Cove by 6 a.m.). The City’s cost would be \$725 per sweep or \$2,900 per month.

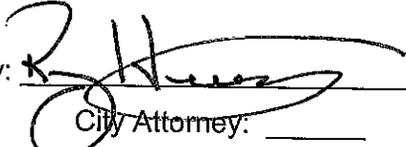
RECOMMENDATION:

Staff recommends the City Council approve the contract with Central Valley Sweeping Inc.for street sweeping services.

FISCAL IMPACT:

Funding for the Street Sweeping Services will come from the City’s Gas Tax Fund.

Prepared by: **Rudy Hernandez**

Approved by: 

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent

_____ Info Item

 x Action Item

_____ Department Report

_____ Redevelopment Agency

_____ Public Hearing

_____ Matter Initiated by a Council Member

_____ Other

_____ Continued to: _____

CENTRAL VALLEY SWEEPING, INC.

P.O. Box 6787
Visalia, CA 93290-6787
Phone (559) 739-7532
Fax (559) 625-2980

June 12, 2017

City of Orange Cove
Attn: Andy Valencia & Dave Lopez
633 6th Street
Orange Cove, CA 93646

This quote has been submitted to the City of Orange Cove and its residents by Central Valley Sweeping in response to their Request for Cost to provide Street Sweeping services. This document is intended to provide the City of Orange Cove with the cost for a month-to-month service.

Central Valley Sweeping has been serving the entire Central Valley since 1977. With over 1,050 scheduled clients, we have the experience and equipment needed to get the job done right...the first time! Our job experience includes, but is not limited to: Municipalities, Industrial Properties, Dairies, Highway Construction and Homeownerships.

Central Valley Sweeping has handled the "special sweeping" needs for: The Cities of Visalia, Kingsburg, Reedley, Parlier, Chowchilla, Corcoran, and Mendota. Our company is the primary sweeping provider for such companies as: Fresno & Visalia Unified School Districts, J.G. Boswell, Kraft Foods, NAS-Lemoore and Granite Construction. We currently provide sweeping service for the City of Tulare & City of Lemoore reclimate projects. Central Valley Sweeping is a local company that puts money back into our valley.

ITEMS INCLUDED IN THE PROPOSAL:

I. UNDERSTANDING OF STREETS TO BE SWEEPED & FREQUENCY:

- A. ***Scope of Service:*** The scope of sweeping service for the designated areas for the City of Orange Cove has been identified as:
1. **Park Blvd from Hills Valley Road to Anchor Ave.**
 - With and without Medians
 2. **Park Blvd from Hills Valley Road to Anchor Ave., with Anchor Ave from Park Blvd South to Avenue 456.**
 - With or without Medians.
- B. **Frequency:** The City has asked that we provide street sweeping services on a Weekly basis. We will sweep the Downtown & Industrial streets of the City before 6:00am.

CENTRAL VALLEY SWEEPING, INC.

P.O. Box 6787

Visalia, CA 93290-6787

Phone (559) 739-7532

Fax (559) 625-2980

- II. **EQUIPMENT:** Central Valley Sweeping has both Mechanical Broom & Regenerative Air sweeping units available to service your City. With 16 Power Mechanical Broom Sweepers and 18 Regenerative Air Vacuum Sweepers, we have the equipment to handle any situation. Our large fleet of sweepers allows us to take a machine out of service for general maintenance or repair without disrupting our service schedule. Because of our diverse fleet, we have the ability to adjust the type of sweeper used to handle the dry/dirty conditions of our summers and the heavy leaf fall that comes during the winter months.
1. **Mechanical Broom Sweeping Units:** The mechanical broom specializes in picking up the heavy dirt and debris that the City wants removed.
 2. **Regenerative Air Units:** The regenerative air sweeper is designed to pick up and remove the fine dust/dirt from your City streets as well as the heavy leaf fall that we experience during the winter months.
- III. **GPS TRACKING SYSTEM:** Central Valley Sweeping can provide the City of Orange Cove with service records tracked by our GPS Tracking System.
- A. **GPS Tracking System:** All of our Municipal sweeping units come equipped with GPS tracking systems. These systems are designed to track the street sweeper's route on a minute by minute basis. The information that is collected by the GPS tracking unit can be converted into monthly reports that outline the sweeping time and locations.
- IV. **DUST CONTROL & FUEL EFFICIENT EQUIPMENT:** Our Mechanical Broom & Regenerative Air sweeping units come equipped with PM-10 compliant dust control systems and AQMD Rule 1186 low emissions packages.
- A. **Dust Control System:** 220 gallon capacity polyethylene water tank; 5 gpm High Output Water electric diaphragm type pump; low water warning light; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper.
- B. **Fuel Efficient Equipment:** Low Emissions Package AQMD Rule 1186 compliant.
- C. **Front Spray Bar Adaptation:** To combat the dry conditions that occur as a result of living in our Valley, we have found it necessary to fabricate an additional spray bar onto the front of our sweeping units. This additional spray system provides an extra application of water to the ground, thereby eliminating any dust from being stirred into the air.
- V. **ABILITY TO MEET SCHEDULED FREQUENCY:**

CENTRAL VALLEY SWEEPING, INC.

P.O. Box 6787

Visalia, CA 93290-6787

Phone (559) 739-7532

Fax (559) 625-2980

A. **Operators:** Central Valley Sweeping has twenty-four (24) full time operators to make sure that the job is done on schedule. Four (4) of these operator's are set on an "on call" schedule to allow us to handle emergency situations (ie: sickness, injury or family emergency).

VI. ABILITY TO PERFORM EXTRA SWEEPING FOR SPECIAL EVENTS:

Central Valley Sweeping is the largest sweeping company in the Central Valley. With twenty-six sweeper units and twenty-four full-time employees, we have the equipment and manpower to handle any special sweeping need. We will coordinate with your staff to provide additional sweeping service, should the City require any emergency sweeping service.

VII. COST BREAKDOWN: Total cost for month-to-month Power Mechanical Broom and/or Regenerative Air sweeping of the Downtown and Industrial streets for the City of Orange Cove (includes: pick-up of rocks and sand that destroy asphalt, leaves that clog storm drains and gutters, and removal of paper and debris, in accordance with City code) is:

1). **Park Blvd from Hills Valley Road to Anchor Ave. without Medians** (Cost includes: Curb Line sweeping of the downtown & major industrial streets of the City of Orange Cove by 6am) would be **\$575 per sweep.**

2). **Park Blvd from Hills Valley Road to Anchor Ave. with Medians** (Cost includes: Curb Lines & Median sweeping of the downtown & major industrial streets of the City of Orange Cove by 6am) would be **\$725 per sweep.** \$2,900 month

3). **Park Blvd from Hills Valley Road to Anchor Ave., with Anchor Ave from Park Blvd South to Avenue 456 without Medians** (Cost includes: Curb Lines sweeping of the downtown & major industrial streets of the City of Orange Cove by 6am) would be **\$750 per sweep.**

4). **Park Blvd from Hills Valley Road to Anchor Ave., with Anchor Ave from Park Blvd South to Avenue 456 with Medians** (Cost includes: Curb Lines & Median sweeping of the downtown & major industrial streets of the City of Orange Cove by 6am) would be **\$900 per sweep.**

Central Valley Sweeping wants to extend our appreciation for the opportunity to serve the City of Orange Cove and its residence and for your interest in our company. We appreciate the opportunity to add you to our family of loyal clients. If you have any questions or concerns, please contact me at (559) 739-7532.

Respectfully submitted,

Matthew Bawks
Vice President - Sales



Date: October 9, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Update on Financial Issues
Attachments: None.

BACKGROUND:

Listed below are updates on the projects listed below:

- FY 2018-19 Audit (Verbal Report)
- FY 2019-20 Budget (Verbal Report)

RECOMMENDATION:

For Information Only.

Prepared by: _____

Approved by: R. Hernandez

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: _____



Date: October 9, 2019
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Discussion and Review of Animal Control Services in the City of Orange Cove.
Attachments: FOCAS Contract

BACKGROUND:

On February 13, 2019, the City Council approved a contract with “Friends of Orange Cove Animal Shelter” also known as FOCUS (**See attached contract and scope of services**) to provide animal control services in the City of Orange Cove. The term of the contract is one (1) year from the date of execution of this agreement. Such term may be extended upon written agreement of both parties to this agreement. Both parties may terminate this agreement with thirty (30) days written notice.

Staff is requesting that the City Council discuss the current services provided by FOCAS and provide staff with direction on whether to continue with FOCAS or have animal control services provided by City staff or by both City staff and FOCAS (Jointly).

Animal Control Services:

Staff is currently in the process of recruiting for an animal control officer and should have it filled no later than November 2019.

RECOMMENDATION:

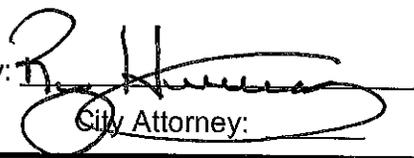
Staff recommends the City Council provide staff with direction on animal control services in the City of Orange Cove.

FISCAL IMPACT:

The City of Orange Cove currently pays FOCAS \$2,500 per month or \$30,000 annually. Depending on City Council action, this payment may or may not continue to be paid to FOCAS.

Prepared by: **Rudy Hernandez**

Approved by: _____



REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

_____ Consent

_____ Info Item

 x Action Item

_____ Department Report

_____ Redevelopment Agency

_____ Public Hearing

_____ Matter Initiated by a Council Member

_____ Other

_____ Continued to: _____

AGREEMENT FOR ANIMAL SHELTER SERVICES
BETWEEN THE CITY OF ORANGE COVE AND
FRIENDS OF ORANGE COVE ANIMAL SHELTER

This AGREEMENT ("AGREEMENT"), is made and entered into this 13th day of February 2019, by and among the City of Orange Cove, a California municipal corporation ("CITY") and FRIENDS OF ORANGE COVE ANIMAL SHELTER, a non-profit organization, ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of one (1) year from the date of execution of this AGREEMENT, as first shown above. Such term may be extended upon written agreement of both parties to this AGREEMENT.

SECTION 2. SCOPE OF SERVICES.

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

SECTION 3. ADDITIONAL SERVICES.

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this AGREEMENT, CITY agrees to provide the services and entities to CONSULTANT as specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by

a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, sections 15 and 16, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

SECTION 11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

SECTION 12. UNAUTHORIZED ALIENS.

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

SECTION 13. CONFLICTS OF INTEREST.

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 14. INDEMNIFICATION.

(a) CITY and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or willful acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided

above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under Section 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or willful acts or omissions.

SECTION 15. INSURANCE.

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. CONSULTANT agrees to provide CITY with copies of required policies upon request.

SECTION 16. ASSIGNMENT.

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this Agreement or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

SECTION 17. CONTINUITY OF PERSONNEL.

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

SECTION 19. TERMINATION OF AGREEMENT.

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY.

SECTION 19. DEFAULT.

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

SECTION 20. EXCUSABLE DELAYS.

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

SECTION 21. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

SECTION 22. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY:

City Manager
City of Orange Cove
633 Sixth Street

Orange Cove, California 93646

To CONSULTANT: Friends of Orange Cove Animal Shelter
ATTN: President
c/o Adriana-Figueroa-Bruce
120 6th Street
Orange Cove, California 93646

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 23. AUTHORITY TO EXECUTE.

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

SECTION 24. BINDING EFFECT.

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 25. MODIFICATION OF AGREEMENT.

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 26. WAIVER.

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

SECTION 27. LAW TO GOVERN; VENUE.

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Fresno. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California, in Fresno, California.

SECTION 28. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 29. ENTIRE AGREEMENT.

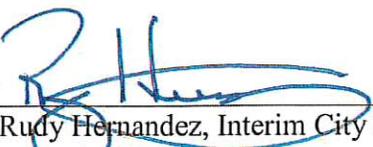
This AGREEMENT, including the attached EXHIBITS "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

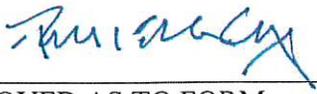
SECTION 30. SEVERABILITY.

If an term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF ORANGE COVE

By 
Rudy Hernandez, Interim City Manager
(Authorized Officer)

By 
APPROVED AS TO FORM:
Daniel T. McCloskey, City Attorney

CONSULTANT:

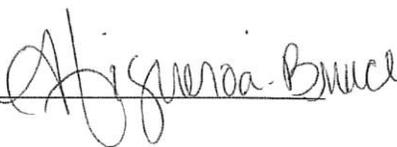
By 

EXHIBIT "A"

SCOPE OF SERVICES

1. CONSULTANT shall operate on a 24/7 basis a shelter at the City of Orange Cove Animal Shelter and shall operate pursuant to a written operations manual, a copy of which, is being provided to the City for approval within thirty days of the effective date of this Agreement.
2. CONSULTANT Any dog that is found by the City of Orange Cove Animal Control Officer with severe injuries will be taken by the Animal Control Officer to a designated veterinarian for evaluation, treatment, and or disposition. If the dog is released by the veterinarian, FOCAS will accept the animal and take possession of the dog from the veterinarian.
3. CONSULTANT shall accept for shelter all dogs taken to the shelter by the Animal Control Officer of the City of Orange Cove.
4. CONSULTANT shall deliver any dog or animal injured while in the CONSULTANT's care and possession immediately to a designated veterinarian for treatment, evaluation and possible euthanasia. If the dog is subsequently released by the veterinarian then CONSULTANT shall accept possession and care for that injured dog so released.
5. CONSULTANT shall not have the right to place for adoption any dog that was deemed to be quarantined by Animal Control Officer for a vicious attack on another animal or human being. Any dog quarantined by CONSULTANT as a vicious dog, and not otherwise adopted or provided for, shall be transported by the CONSULTANT to a designated veterinarian for euthanasia.
6. CONSULTANT shall accept or house no more animals than what the shelter can humanely house, and, CONSULTANT shall have no more than fifty (50) kennels at the shelter and six (6) kennels shall be reserved for the use of the Animal Control Officer of the City of Orange Cove.
7. CONSULTANT shall not be responsible for collection of owner surrender animals, and, the Animal Control Officer of the City of Orange Cove shall be responsible for the collection of an owner surrender animal upon the payment by the owner of the surrender fee to City Hall.
8. CONSULTANT shall be responsible for veterinarian fees for all animals held beyond the four (4) day initial holding period including euthanasia fees, unless, CONSULTANT waives the ownership of any such abandoned animal and forfeit the animals to the Animal Control Officer of the City of Orange Cove and the City shall be responsible for the veterinarian fees including fees for euthanasia.
9. CONSULTANT shall not pick up any animals or dogs outside the shelter premises or from other non-profit rescue entities. CONSULTANT shall only use the shelter for housing and caring for animals found in the City's jurisdiction.
10. CONSULTANT agrees and acknowledges that the animal population at the shelter is beyond capacity. CONSULTANT shall have ninety (90) days to adopt out or otherwise find homes for fifty

percent (50%) or more of the current animals residing at the shelter on the effective date of this Agreement. After the expiration of ninety (90) days, CONSULTANT shall , to the extent that there are still more than fifty percent (50%) of animals residing at the shelter , bring the total population to or below the fifty percent (50%) requirement by transporting enough animals to a designated veterinarian for euthanasia.

11. CONSULTANT shall adequately supervise any volunteers allowed in the shelter. No volunteers shall be allowed access to the shelter without an employee or Board Member of CONSULTANT present at all times and no volunteers shall have keys to shelter.

12. CONSULTANT shall shelter and cared for the animals in compliance with all Federal, State and local statutes and ordinances.

13. CONSULTANT shall maintain the shelter, grounds and kennels in a humane and sanitary condition at all times.

14. CONSULTANT shall maintain shelter hours for the public adoption period between 8:00 a.m. to 5:00 p.m. Monday through Friday. FOCUS may extend the operating hours from 8:00 to 6:00 p.m. once per week at the discretion of the Interim Public Works Superintendent.

15. CONSULTANT shall always have at least one employee or Board Member present during volunteer activities at the shelter including weekends.

16. CONSULTANT shall vaccinate all impounded animals as needed upon that animal being admitted to the shelter.

17. CONSULTANT shall provide, pay for or arrange for immediate emergency medical care after four (4) day hold to sick and injured animals that are injured and/or in the CONSULTANT care.

18. CONSULTANT shall employ and enlist qualified persons, officials, agents, employees and volunteers to perform CONSULTANT's obligations under this Agreement. All volunteers shall sign waivers of liability and parents and/or legal guardian shall sign waivers of liability for any volunteer under the age of eighteen.

19. CONSULTANT shall adopt written policies, practices and personnel rules that are approved by the CONSULTANT'S board, conform to the industry's best practices and comply with Federal, state and local laws and ordinances.

20. CONSULTANT shall submit a statistical report every month to the City that provides all of the following information:

1. Number of dogs received by Owner Surrender, City Animal Control or other since the last report.
2. Number and name of dogs transferred or pick up by other non-profit rescue entities.
3. Number and name of dogs euthanized this period.
4. Number and name of dogs injured while in CONSULTANT's care.
5. Number of dogs vaccinated this period.

6. List and names of all volunteers this period.
7. Any changes in the makeup of the CONSULTANT's Board or officers this period.
8. Any correspondence from the FTB, State of California Attorney General or the Internal Revenue Service concerning CONSULTANT's status as a non-profit corporation and as a tax-exempted entity.
9. All complaints filed with the CONSULTANT regarding CONSULTANT's operation of the shelter and care of animals during this period.

23. CONSULTANT shall provide City with copies of CONSULTANT's filed federal and state tax returns within thirty (30) days after the due date for such returns.

24. In the event of termination, City agrees to give FOCAS 60 days to remove property and animals.

EXHIBIT "B"

COMPENSATION

- a) City agrees to allow CONSULTANT to operate the Shelter currently located on City property and will provide access to CONSULTANT's employees and volunteers during normal business hours, including weekends, and access to CONSULTANT'S board members twenty-four (24) hour per day seven (7) days per week.
- b) City will continue to provide maintenance of the building, including electrical and plumbing repair;
- c) City will provide sewer back up services;
- d) City will ensure electrical panel can support a water heater, washer and dryer;
- e) City will maintain property insurance on the building;
- f) City will pay the utilities for the property;
- g) City will provide FOCAS with a monthly payment of \$2,500 as funding is available.
- h) City agrees that all monies paid by owner reclaimed dogs shall be remitted to FOCAS after the five (5) day hold.

EXHIBIT "C"

INSURANCE

A. Insurance Requirements. CONSULTANT shall provide and maintain insurance, acceptable to the City Manager or City Attorney, in full force and effect throughout the term of this AGREEMENT, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. CONSULTANT shall provide the following scope and limits of insurance:

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

- (1) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.
- (3) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the CONSULTANT and all risks to such persons under this AGREEMENT.
- (4) Errors and omissions liability insurance appropriate to the CONSULTANT's profession.

2. Minimum Limits of Insurance. CONSULTANT shall maintain limits of insurance no less than:

- (1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (4) Errors and Omissions Liability: \$1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this AGREEMENT shall contain the following provisions:

1. All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this AGREEMENT, reduced in coverage

or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to City.

2. General Liability and Automobile Liability Coverages.

(1) CITY, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities CONSULTANT performs; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, and their respective elected and appointed officers, officials or employees.

(2) CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by CITY, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, CONSULTANT's insurance.

(3) CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against CITY, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by CONSULTANT.

C. Other Requirements. CONSULTANT agrees to deposit with CITY, at or before the effective date of this contract, certificates of insurance necessary to satisfy CITY that the insurance provisions of this contract have been complied with. The City Attorney may require that CONSULTANT furnish CITY with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. CITY reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. CONSULTANT shall furnish certificates and endorsements from each

subcontractor identical to those CONSULTANT provides.

2. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY or its respective elected or appointed officers, officials, employees and volunteers or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT.

Disclaimer - 2000



CERTIFICATE OF LIABILITY INSURANCE

FOCAS-1 OP ID: SR

DATE (MM/DD/YYYY)

02/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Insurance Agency 1948 High Street, Ste. 100 Selma, CA 93862 Scott Robertson	CONTACT NAME: Scott Robertson PHONE (A/C, No, Ext): 559-891-2310 E-MAIL ADDRESS: scott@robertsoninsagency.com	FAX (A/C, No): 559-891-2314
	INSURER(S) AFFORDING COVERAGE	
INSURED Friends of Orange Cove Animal Shelter 6034 W Monte Verde Ave Visalia, CA 93277	INSURER A: Nonprofits' Insurance Alliance	
	INSURER B: State Fund	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	46402	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		46402	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	9151406-2019	01/22/2019	01/22/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional Insured per written agreement.

CERTIFICATE HOLDER

ORANGEC

City of Orange Cove
 653 Sixth Street
 Orange Cove, CA 93646

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Scott Robertson

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NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAAC)

www.insuranceformenprofits.org

ACCIDENT INSURANCE PROGRAM

MASTER POLICY - MHH010307

Underwritten by: QBE Insurance Corporation

Statement of Coverage

Part 1

PARTICIPATING ORGANIZATION: Friends of the Orange Cove Animal Shelter FOCAS
6034 W Monte Verde Ave
Visalia, CA 93277

CONTROL #: 46402

COVERAGE TERM: 01/01/2019 to 01/01/2020

SUMMARY OF BENEFITS PLAN A

Accidental Death	\$50,000
Accidental Dismemberment Maximum	\$50,000
Accidental Paralysis	\$25,000
Aggregate Limit of Liability	\$1,000,000
Excess Accident Medical	\$10,000
Deductible	\$50

COVERED PERSONS

Volunteers

OPTIONAL COVERED ACTIVITIES

None

ANNUAL PREMIUM: \$100

Please refer to Part 2 of the Statement of Coverage for a more complete description of the benefits provided by this program, including program exclusions and limitations.

Date: 12/6/2018

ACCIDENT INSURANCE

STATEMENT OF COVERAGE

Part 2

Underwritten by: QBE Insurance Corporation

This Statement of Coverage confirms that Blanket Accidental Death, Dismemberment, Paralysis and Accident Medical Expense benefits are provided to Covered Persons volunteering, or participating, in activities that are supervised and sponsored by the Participating Organization (Organization) named in Part 1, under Policy # MHH010307, issued by QBE to: Volunteers Insurance Services® Association Alliance Member Services, Nonprofits Insurance Alliance of California, Alliance of Nonprofits for Insurance.

Covered Persons

- All designated, recorded Volunteers participating in a volunteer project through the Organization's program, if Volunteers are listed in Part 1.
- All registered Participants participating in supervised and sponsored Organization activities, if Participants are listed in Part 1.

Covered Activities

Volunteers and Participants are covered while participating in all activities which are supervised and sponsored by the Organization named in Part 1.

Accidental Death, Dismemberment & Paralysis (Plegia) Benefits

Loss of Life.....	\$50,000
Loss of any combination of two: hands, feet, eyesight, speech and hearing.....	\$50,000
Total paralysis of upper and lower limbs, both lower limbs, or upper and lower limbs on one side of the body.....	\$25,000
Loss of one hand, one foot, sight in one eye, speech or hearing.....	\$25,000
Loss of thumb and index finger of same hand.....	\$12,500
Loss of Life due to heart failure.....	\$10,000

Accident Medical Expense Benefits

Maximum Benefits for any one Covered Accident.....	Refer to Part 1
Benefit Period for any one Covered Accident.....	52 weeks
Deductible.....	Refer to Part 1
Scope of Coverage.....	Excess—pays benefits after any other Health Care Plans have paid benefits
Benefit Amount Payable.....	100% of Usual and Customary charges, up to Maximum Benefit per Covered Accident
Covered Expenses Include.....	In & Out-Patient Hospital, Ambulatory Medical Center & Emergency Room, Physician visits & surgery, diagnostic tests, nursing services and ambulance charges
Dental Expenses.....	\$1,000 maximum benefit, up to \$300 per tooth

Accidental Death, Dismemberment and Paralysis benefits: Loss of hand or foot means complete severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body. Paralysis means loss of use, without severance, of a limb. This loss must be determined by a physician to be complete and not reversible. If the same accident causes more than one of these losses, we will pay the largest amount that applies.

Exclusions and Limitations:

Coverage is not provided for any accident which is caused by or results from any of the following:

- Intentionally self-inflicted injury, suicide or any attempt thereof while sane or insane;
- commission or attempt to commit a felony or an assault; commission of or active participation in a riot or insurrection;
- bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
- declared or undeclared war or act of war;
- flight in, boarding or alighting from an aircraft, except as a fare-paying passenger on a regularly scheduled commercial airline;
- travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle; participation in any motorized race or contest of speed;
- an accident if the covered person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless the covered person holds a valid learners permit and the covered person is participating in a driver's education program;
- sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- travel or activity outside the United States or Canada, unless advance written approval is provided;
- the covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the covered accident occurred;
- voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage;
- injuries compensable under Workers' Compensation law or any similar law;
- an accident which occurs while the covered person is driving a private passenger automobile while intoxicated.
- Benefits will not be paid for any hospital stay that is not considered appropriate treatment for the condition and locality.
- Overnight Supervised and Sponsored Activities and related travel are not covered, unless agreed to in writing by the Company.
- In addition, benefits will not be paid for services or treatment rendered by any person who is employed or retained by the policyholder or living in the covered person's household or provided by a parent, sibling, spouse or child of either the covered person or the covered person's spouse, or the covered person.
- The Accidental Death, Dismemberment and Paralysis aggregate limit of liability is \$1,000,000.

Accident Medical Benefit limitations and excluded expenses:

- cosmetic surgery, except for reconstructive surgery needed as the result of a covered injury;
- any elective or routine treatment, surgery, health treatment, or examination;
- blood, blood plasma, or blood storage, except expenses by a hospital for processing or administration of blood;
- examination or prescription for initial eyeglasses, contact lenses or hearing aids;
- treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
- services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
- rest cures or custodial care;
- repair or replacement of existing dentures, partial dentures, braces or bridgework;
- personal services such as television and telephone or transportation;
- expenses payable by any automobile insurance policy without regard to fault;
- services or treatment provided by an infirmary operated by the policyholder;
- treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the covered activity;