



## **AGENDA**

**Victor P. Lopez, Mayor**

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

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

**WEDNESDAY, APRIL 8, 2015 - 6:30 P.M.**  
**Orange Cove Council Chambers**  
**633 6<sup>th</sup> Street, Orange Cove, California 93646**

**A. Call to Order/Welcome**

1. Roll Call
2. Invocation
3. Flag Salute

**B. Confirmation of Agenda**

**C. Presentations**

1. Presentation by Rafael Aguilar regarding Learn For Life Public Charter
2. Presentation by Genoveva Islas, MPH regarding the Regional Obesity Prevention Program
3. Presentation by Rebecca Martinez update report on the Orange Cove Boys and Girls Club

**D. Public Forum**

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

**E. Consent Calendar:**

1. Second Reading of Ordinance 371 Amending Section 2.08.050 (Compensation), and Repealing Sections 2.08.080 (Removal Procedure) and 2.08.090 (Agreements on Employment) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Orange Cove Municipal Code
2. Consideration of a Resolution Approving a Donation in the Amount of \$500.00 to the American Legion Alta Post 19 for the Vietnam Memorial Wall Project
3. Consideration of the Termination of the City's Easement for a Water Main and Water Valves for the Property Located at 1555 South Avenue, Orange Cove, Commonly Known as Orchard Village

**F. Administration**

**City Engineer**

1. **Subject:** Discussion, Public Input and Direction Regarding Projects for the City's Safe Routes to School Grant Application.

**Recommendation:** Council to discuss and gather input from the community, and give direction to Staff for the preparation of an application for the Safe Routes to School Grant.

2. **Subject:** Water Meter Procurement and Installation, Consideration of the Following:
  - a. A Resolution Awarding Bid for the Procurement of Water Meters and Fixed Network Automation Equipment to National Meter & Automation, Inc.
  - b. A Resolution Awarding Bid for the Water Meter Installation Project to Dawson-Mauldin Construction, Inc.

**Recommendation:** Council Approve the Resolutions Awarding Bids for Water Meters Procurement to National Meter & Automation, Inc. and Water Meter Installation to Dawson-Mauldin Construction, Inc.

3. **Subject:** Consideration of a Resolution Authorizing Execution of State Standard Agreement for Housing Related Parks Program Grant

**Recommendation:** Council approve the Resolution Authorizing Execution of State Standard Agreement for Housing Related Parks Program Grant

4. **Subject:** Consideration of a Resolution Rescinding Resolution No. 2010-53 Concerning Truck Parking Zones and Establishing New Truck Parking Zones in the City

**Recommendation:** Council approve a Resolution Rescinding Resolution No. 2010-53 Concerning Truck Parking Zones and Establishing New Truck Parking Zones in the City

**Police Department:**

5. **SUBJECT:** Consideration of an agreement with Valley Network Solutions for a Server Upgrade at the Police Department in an Amount Not to Exceed \$5,858.17

**Recommendation:** Council approve the agreement with Valley Network Solutions

6. **SUBJECT:** Presentation and discussion regarding monthly statistical report

**Recommendation:** Informational item only

**City Manager:**

7. **SUBJECT:** Discussion and direction regarding a donation to the Orange Cove Fire Protection District for the purchase of safety equipment.

**Recommendation:** Council to discuss and provide Staff with direction.

**G. City Attorney's Report**

**H. City Manager's Report**

**I. City Council Communications**

**J. Closed Session**

8. Conference with Real Property Negotiator  
Government Code Section 54956.8  
Property: APN: 005-060-030 (Avenue 448, between Roads 124 and 128, Tulare County, California)  
City Negotiator: City Manager, Sam Escobar and City Attorney, Bianca Sparks  
Negotiating Parties: Mario Villarreal  
Under Negotiation: Price and Terms of Payment

## **K. Reconvene City Council Meeting**

Report out of closed session

## **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](http://cityoforange Cove.com).

### **STATEMENT ON RULES OF DECORUM AND ENFORCEMENT**

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

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

### **GENERAL RULES OF DECORUM**

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and

unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.

3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the Mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person completes his or her public comments before asking questions or commenting. The Mayor shall then ask Councilmembers if they have comments or questions.
5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

### **ENFORCEMENT OF DECORUM RULES**

(Resolution No. 2012-16)

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

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

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

## **ORDINANCE NO. 371**

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING SECTION 2.08.050 (COMPENSATION), AND REPEALING SECTIONS 2.08.080 (REMOVAL PROCEDURE) AND 2.08.090 (AGREEMENTS ON EMPLOYMENT) OF CHAPTER 2.08 (CITY MANAGER) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE ORANGE COVE MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF ORANGE COVE DOES ORDAIN AS FOLLOWS:

### **SECTION 1. Amendment to the Orange Cove Municipal Code**

Section 2.08.050 (Compensation) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) of the Orange Cove Municipal Code is hereby amended to read in its entirety as follows:

The city manager shall receive such compensation, as the city council shall from time to time determine. In addition, the city manager shall be reimbursed for all actual and necessary expenses incurred by him in the performance of his official duties.

### **SECTION 2. Amendment to the Orange Cove Municipal Code.**

Sections 2.08.080 (Removal Procedure) and 2.08.090 (Administration and Personnel) of Chapter 2.08 (City Manager) of Title 2 (Administration and Personnel) the Orange Cove Municipal Code are repealed.

### **SECTION 3. Severability.**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

### **SECTION 4. Effective Date.**

In accordance with California Government Code § 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

**SECTION 5. Publication.**

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

\*\*\*\*

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on \_\_\_\_\_ and was passed and adopted at a regular meeting of the City Council held on \_\_\_\_\_ by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor, City of Orange Cove



## AGENDA REPORT

To: Mayor Lopez and Members of the City Council

Date: April 8, 2015

From: Sam Escobar, City Manager

Subject: Vietnam Memorial Wall Project

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### Recommendation:

It is recommended that the City Council approve a donation in the amount of \$500.00 to the American Legion Alta Post 19 for the Vietnam Memorial Wall Project.

### Executive Summary:

The American Legion Alta Post 19 ("American Legion") has embarked on a project to bring a replica of the Vietnam Memorial Wall ("Memorial") to the Central Valley. The total cost of the Memorial is \$177,000.00, and the American Legion is currently soliciting donations to assist in costs associated with the Memorial.

A request was made to make a \$500.00 donation on behalf of the City to help defray the costs associated with the Memorial. The City's donation serves a public purpose in that it memorializes those fallen soldiers whose lives were lost during the Vietnam War. The Vietnam Memorial Wall Project serves as an educational tool, and will provide a location for families, friends and communities to gather.

### Attachments:

Resolution



**Resolution No. 2015-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA APPROVING A DONATION TO THE AMERICAN LEGION ALTA POST 19 IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) FOR THE VIETNAM MEMORIAL WALL PROJECT

**WHEREAS**, the American Legion Alta Post 19 (“American Legion”) has embarked on a project to bring a replica of the Vietnam Memorial Wall (“Memorial”) to the Central Valley; and

**WHEREAS**, the American Legion has requested a donation from the City to assist in bringing the Memorial to the Central Valley and providing a permanent location for the Memorial; and

**WHEREAS**, the City’s donation serves a public purpose in that it memorializes those fallen soldiers whose lives were lost during the Vietnam War. The Vietnam Memorial Wall Project serves as an educational tool, and will provide a location for families, friends and communities to gather.

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

SECTION 1. The above recitals are true and correct and are adopted as the findings of the City Council.

SECTION 2. The City’s donation serves a public purpose in that it memorializes those fallen soldiers whose lives were lost during the Vietnam War. The Memorial serves as an educational tool, and will provide a location for families, friends and communities to gather.

SECTION 3. The City Council hereby approves the donation of Five Hundred Dollars (\$500.00) to the American Legion Alta Post 19 for the Vietnam Memorial Wall project.

SECTION 4. The City Manager is hereby authorized and directed to take such other and further action consistent with this Resolution, in order to implement this Resolution on behalf of the City.

SECTION 5. 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.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

(RECORD OF VOTE AND SIGNATURES ON FOLLOWING PAGE)

This Resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 8, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Victor P. Lopez, Mayor

**ATTEST:**

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June Bracamontes, City Clerk

**APPROVED AS TO FORM:**

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Bianca Sparks, City Attorney

STATE OF CALIFORNIA    )  
COUNTY OF FRESNO       ) ss.  
CITY OF ORANGE COVE    )

I, JUNE BRACAMONTES, hereby certify that I am the duly appointed City Clerk of the City of Orange Cove and that the foregoing resolution was duly adopted at a regular meeting of the City Council held on the 8<sup>th</sup> day of April, 2015.

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June Bracamontes  
City Clerk



## AGENDA REPORT

To: Mayor Lopez and Members of the City Council

Date: April 8, 2015

From: Sam Escobar, City Manager

Subject: Orchard Village

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### Recommendation:

It is recommended that the City Council approve a termination of easement for the Property Located at 1555 South Avenue, Orange Cove, CA, Commonly Known as Orchard Village.

### Executive Summary:

In 1994, the City and former Redevelopment Agency approved a Development Agreement with Orchard Village Apartments, for the property located at 1555 South Avenue ("Orchard Village"). Under the terms of the Agreement, the Developer was required to construct a 188 unit, affordable, multi-family housing project. The project was constructed, and the Developer now desires to sell Orchard Village to Orchard Village 188, LP. The new owner is also proposing to renovate Orchard Village and is in the process of obtaining tax credits from the California Department of Housing and Community Development to complete the renovations.

As part of the original transaction, the City recorded an easement for a water main and water valves at Orchard Village. During the new owner's due diligence review for the property purchase, the easement was discovered and the new owner requested an assignment of the easement. Upon review by the City Engineer, it was determined that the water main is not located on the Orchard Village property, and therefore the easement is no longer necessary. It was therefore recommended that the City terminate the easement.

### Attachments:

Termination of Easement  
Easement

RECORDING REQUESTED BY AND WHEN  
RECORDED MAIL TO:

Orchard Village 188, LP  
c/o Klein Financial Resources, Inc.  
550 S. California Avenue, Suite 330  
Palo Alto, CA 94306  
Attn: Robert N. Klein

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### **TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT (this "Termination") is dated as of \_\_\_\_\_, 2015 and is made by THE CITY OF ORANGE COVE, a municipal corporation ("City"), with reference to the following facts:

#### **RECITALS**

A. Orchard Village Apartments, A California Limited Partnership and the City entered into that certain Easement Agreement dated as of April 13, 1995 and recorded in the Official Records of Fresno County, California ("Official Records") on April 21, 1995 as Document No. 95048918 (the "Easement Agreement").

B. The City has determined that the easements set forth in the Easement Agreement are no longer necessary.

1. **Termination**. The City hereby terminates the Easement Agreement as of the date this Termination is recorded in the Official Records. The City further hereby releases, remises and quitclaims to Orchard Village 188, LP, a California limited partnership all easements set forth and contemplated in the Easement Agreement.

2. **Recordation**. This Termination shall be recorded in the Official Records

***[Signatures Appear on the Following Page]***

IN WITNESS WHEREOF, this Termination is entered into as of the day and year first written above.

**ORANGE COVE:**

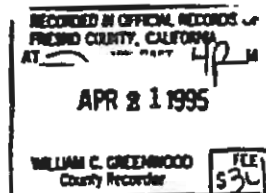
THE CITY OF ORANGE COVE,  
a municipal corporation

By: \_\_\_\_\_  
Victor Lopez, Mayor

95048918

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Goldfarb & Lipman  
One Montgomery Street  
Twenty-Third Floor  
San Francisco, California 94104  
Attn: Lisa L. Lim



EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made this 13th day of April, 1995, by and between The Orchard Village Apartments, a California Limited Partnership (the "Partnership") and the City of Orange Cove, a municipal corporation (the "Grantee"), with reference to the following facts.

A. The Partnership is the owner of certain real property located within the City of Orange Cove more particularly described in Exhibit A attached hereto and incorporated herein (the "Property").

B. The Grantee desires to construct and operate a water main and water valves on the Property to provide necessary water service to the Property.

C. The Partnership desires to grant to the Grantee an easement for construction and operation of the water main on the Property as set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Partnership and the Grantee agree as follows:

ARTICLE I  
GRANT OF EASEMENT

1.1 Grant of Easement. The Partnership hereby establishes, grants, and dedicates to the Grantee, its successors and assigns, for the benefit of the Grantee, an exclusive easement for access on the Property for the construction, reconstruction, enlargement, operation and repair of a water main and valves on the Property. The legal description of the easement is attached

915000.P50

1

RECORDED IN COUNTY CLERK'S OFFICE

FRESNO COUNTY RECORDERS OFFICE

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as Exhibit B and the location of the easement is shown in the diagram attached as Exhibit C.

1.2 Purpose of Easement. This grant of easement is for the purpose of constructing and maintaining a water main and all ancillary valves and mechanisms necessary for the operation of the water main to service the Property.

1.3 Term. The easement granted in this Agreement shall continue for so long as it is used for the purposes set forth in Section 1.2 above.

1.4 Exclusive Easement. Grantee acknowledges that the easement is exclusive for the use of the Grantee for the benefit of the Property.

1.5 Covenants Running with the Land. The easement shall be appurtenant to and for the benefit of the Property and shall run with the land.

1.6 Maintenance. The Partnership shall keep the easement free of any surface obstructions, excluding any landscaping or pavements, to allow the Grantee access to the water main at all times.

#### ARTICLE 2 MISCELLANEOUS PROVISIONS

2.1 Entire Agreement. This Agreement contains the entire agreement between the Partnership and the Grantee relating to the rights granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by both parties.

2.2 Attorney's Fees. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys's fees, and costs.

2.3 Binding Effect. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.

2.4 Counterparts. This Agreement may be executed in one or more counterpart copies, each of which is deemed to be an original, but all of which shall constitute the same instrument.



IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

PARTNERSHIP


The Orchard Village Apartments, a  
California Limited Partnership

By: CED Capital Holdings V, a Florida  
Corporation, its Co-Managing  
Operational General Partner

By:   
Robert N. Klein, President

By: The Orchard Ventures I, a  
California Limited Partnership, its  
Co-Managing Sponsor General Partner

By: Klein Financial Resources,  
Inc., a California  
Corporation, its Managing  
General Partner

By:   
Robert N. Klein  
President

By: Ramirez Enterprises, Inc., a  
California Corporation, its  
Investor General Partner

By:   
Albert T. Ramirez  
President

GRANTEE:

City of Orange Cove

By: 

Its: 

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EXHIBIT A  
LEGAL DESCRIPTION

City of Orange Cove.

PARCEL 1:

Being a portion of Lot 3 in Section 23, Township 15 South, Range 24 East, Mount Diablo Base and Meridian, of Orange Cove Tract No. 1, according to the map thereof recorded in Book 9, Page 33 of Record of Surveys, Fresno County Records, being more particularly described as follows:

Beginning at the intersection of the East line of said Lot 3 and the North line of said Section 23; thence South  $00^{\circ} 14' 27''$  East along the East line of said Lot 3 a distance of 330.09 feet; thence North  $89^{\circ} 32' 10''$  West a distance of 647.09 feet to a point on the West line of said Lot 3; thence North  $00^{\circ} 07' 13''$  West along the West line of said Lot 3 a distance of 330.13 feet to a point on the North line of said Section 23; thence South  $89^{\circ} 31' 54''$  East, along the North line of said Section 23 a distance of 646.40 feet to the point of beginning.

PARCEL 2:

Parcel 1 of Parcel Map No. 92-02, according to the map thereof recorded in Book 33, Page 75 of Parcel Maps, Fresno County Records.

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**EXHIBIT B**

**Legal Description of Easement**

The Easement is a portion of Lot 3 in Section 23, Township 15 South, Range 24 East, Mount Diablo Base and Meridian in the City of Orange Cove, County of Fresno, State of California as shown in Orange Cove Tract No. 1, according to the map thereof recorded in Book 9 of Record of Surveys at Page 33, Fresno County Records; more particularly described as follows:

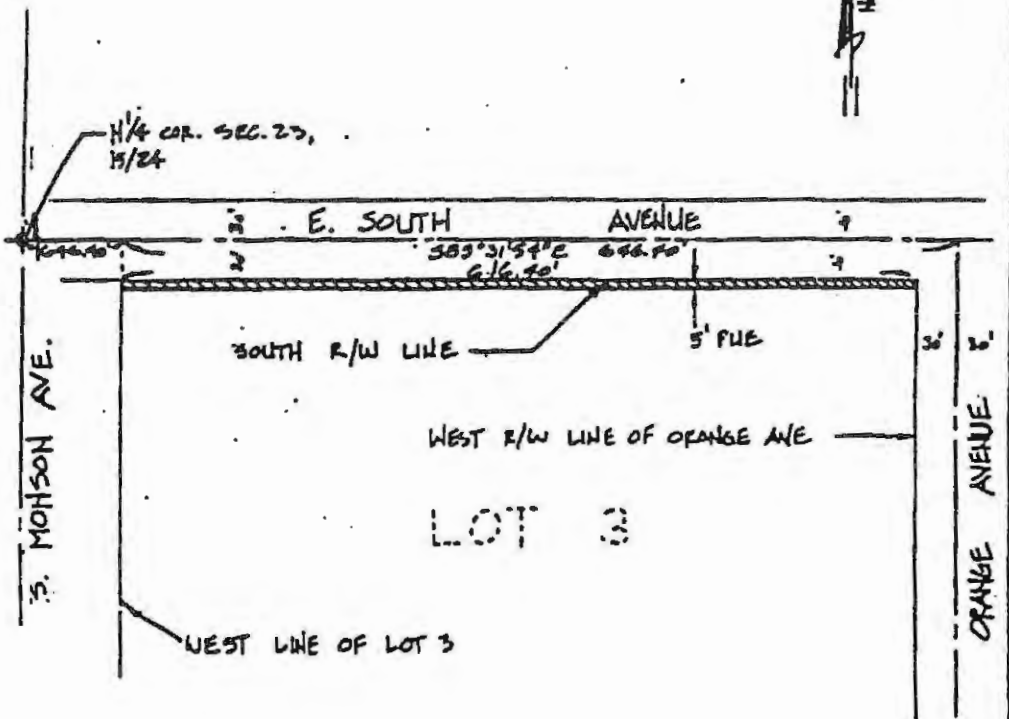
A strip of land 5 feet wide adjacent to the South Right-of-Way line of East South Avenue lying South and parallel with said right-of-way; said Southerly right-of-way line being 30.00 feet South at right angles and parallel with the North line of said Section 23; thence extending westerly from the West Right-of-Way line of Orange Avenue to the West line of said Lot 1.

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EXHIBIT C

NORTH



FRESNO COUNTY RECORDERS OFFICE

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EXHIBIT "A"

REV:



TRI-CITY ENGINEERING  
ENGINEERS SURVEYORS

4400 W. SPANISH AVE. #102 191 E. BLVD. AVE.  
FRESNO, CA 93722-3400 MC LINDA, CA 93210  
PH 208-447-8075 PH 208-636-6081  
FAX 208-447-8074 FAX 208-636-6081

DATE 3-7-95

BY: CR

SCALE: 1"=100'

DWG. NO. 1

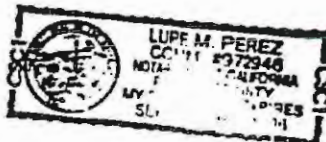
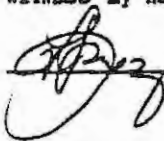
1 of 10

PROPOSED PUBLIC UTILITIES EASEMENT  
FOR: ORCHARD APARTMENTS, ORANGE COVE, CA.  
OWNER: CED CONSTRUCTION, INC.

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF FRESNO )

On April 17, 1995, before me, Lupe M. Perez,  
personally appeared Vickie P. Lopez, Mayor, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.



STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1995, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.

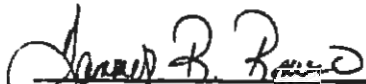
\_\_\_\_\_

FRESNO COUNTY RECORDERS OFFICE

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THE STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN TO AND SUBSCRIBED BEFORE ME by Alan H. Ginsburg, this 11th  
day of April 13, 1995.

  
Notary Public  
State of Florida

My Commission Expires:



OFFICIAL SEAL  
TAMMY R. EDWARDS  
MY COMMISSION EXPIRES  
OCTOBER 27, 1998  
CV-8 HERNON RD OCT 28/94

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STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1995, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 1995, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s) or the  
entity upon behalf of which the person(s) acted, executed the  
instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

FRESNO COUNTY RECORDERS OFFICE

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**NOTARY SEAL CLARIFICATION PAGE**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE "NOTARY SEAL"  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY \_\_\_\_\_

DATE COMMISSION EXPIRES \_\_\_\_\_

PLACE OF EXECUTION \_\_\_\_\_

DATE \_\_\_\_\_

(Govt. Code, Sec. 27361.7)

\_\_\_\_\_  
Signature (Firm Name If Any)

**NOTARY SEAL CLARIFICATION PAGE**

I CERTIFY UNDER PENALTY OF PERJURY THAT THE "NOTARY SEAL"  
ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED  
READS AS FOLLOWS:

NAME OF NOTARY LUPE M. PEREZ

DATE COMMISSION EXPIRES SEPTEMBER 7, 1996

PLACE OF EXECUTION FRESNO COUNTY

DATE 4/21/95

(Govt. Code, Sec. 27361.7)

H. [Signature]  
Signature (Firm Name If Any)  
LED CONSTRUCTION INC.

(Govt. Code, Sec. 27361.7)

PCSD-1-01 (2/94)

FRESNO COUNTY RECORDERS OFFICE

APR 21 1995

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For the Meeting of: April 8, 2015  
Agenda Item No.:

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Public Meeting for Suggested Projects for Safe Routes to School Grant Application  
**Attachments:** Map

### **RECOMMENDATION:**

We recommend that the Council conduct a Public Meeting to gather comments and suggestions for projects to submit for funding through the Safe Routes to School program and then give Staff direction regarding the preparation of grant application.

### **EXECUTIVE SUMMARY:**

The California Transportation Commission is calling for applications for projects to be funded by the Active Transportation Program that includes Safe Routes to Schools. The grants are competitive and receive points for public participation and planning. The purpose of this meeting is to obtain Council and public comments on the type and scope of a project to apply for funding.

### **BACKGROUND:**

The City has been successful in obtaining funding for previous Safe Routes to School projects. Two sidewalk projects and a traffic signal have been completed.

Projects funded by this program must "directly increase safety and convenience for public school students to walk and/or bike to school."

Potential projects might include:

1. Construction of sidewalks adjacent or leading to schools.
2. Construction of curb bulb-outs at street crossings to improve safety.

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: \_\_\_\_\_

3. Pedestrian-activated warning signs with flashing lights at crosswalks.

Attached is a map of the city showing areas that do not have curb, gutters or sidewalks, and that need handicap ramps at street corners. Possible projects might include:

1. Construction of sidewalks along the west side of Fourth Street from Adams Avenue to D Street.
2. Construction of sidewalks and handicap ramps along the opposite sides of the streets adjacent to McCord School.
3. Construction of curb bulb-outs and warning signs at the intersection of 11<sup>th</sup> Street and South Avenue.
4. Construction of curb bulb-outs and warning signs on Fourth Street at the entrance to Conner School.

Applications are due June 1. Staff has met with administrators from Kings Canyon Unified School District and will be receiving their input. Messages have been distributed to citizens through the City's Blackboard notification system announcing tonight's meeting and requesting their participation.

**REASON FOR RECOMMENDATION:**

Direction is needed to prepare an application that will meet the needs of the citizens of Orange Cove.

**FISCAL IMPACT:**

Local Transportation Funds will be used to prepare an application for the Safe Routes to School program.

**ALTERNATIVES:**

Council may wish to not submit an application.

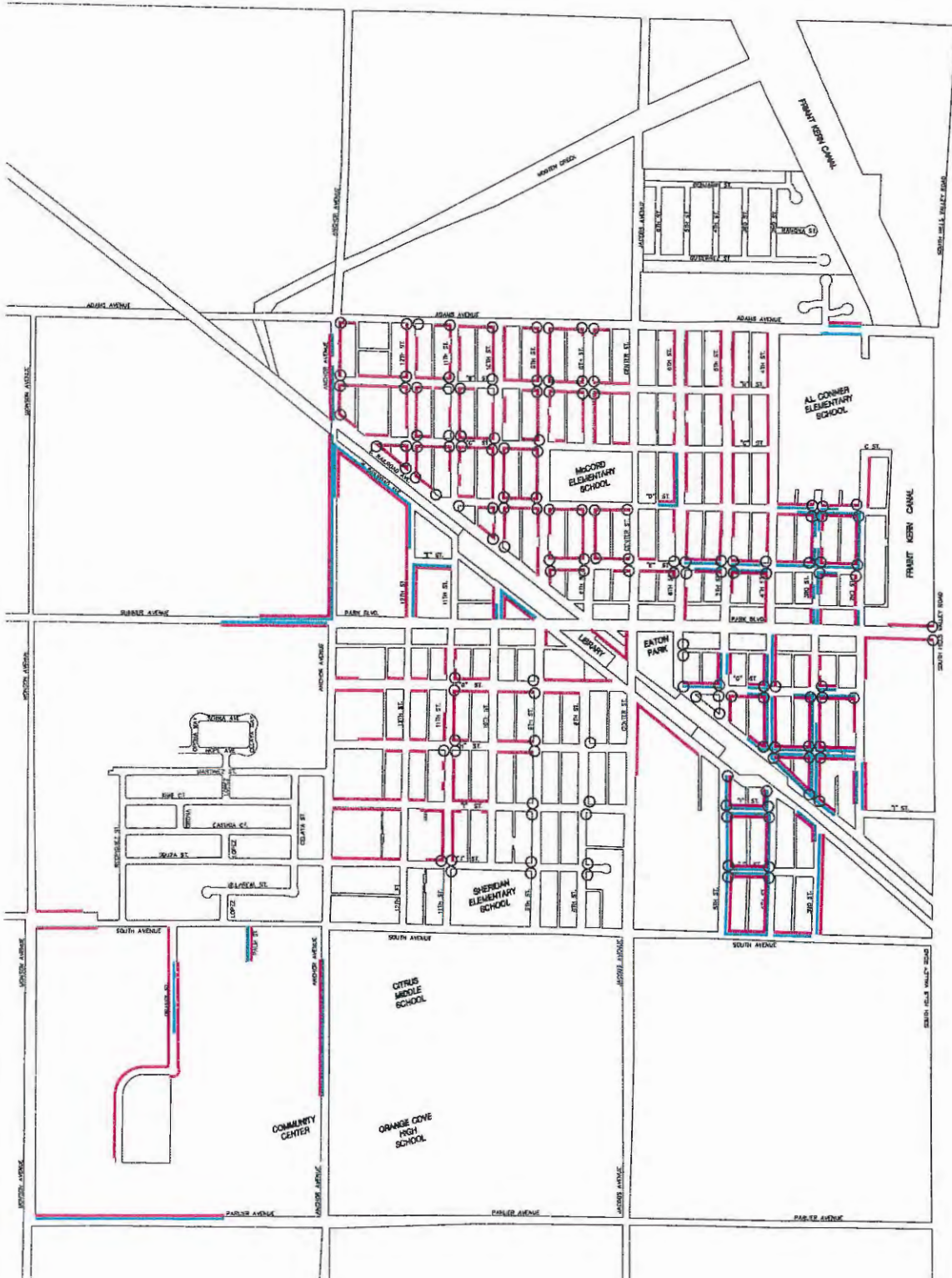
**ACTIONS FOLLOWING APPROVAL:**

Staff will prepare an application with Council direction.

**CONFLICT OF INTEREST:**

None.

# CITY OF "ORANGE COVE"



**LEGEND**

- METAL HANDICAP RAMP
- METAL SIDEWALK
- METAL CURB & GUTTER

SCALE 1" = 400'

<p><b>YAMABE &amp; HORN ENGINEERING, INC.</b></p> <p>2000 S. GATEWAY AVE SUITE 100 FRESNO, CA 93707</p> <p>TEL (509) 266-1000 FAX (509) 266-1000</p>	<p>Rev. &amp; Rev.</p>	<p><b>CITY OF ORANGE COVE</b></p> <p><b>CURB &amp; GUTTER SIDEWALK INVENTORY MAP</b></p>	<p>Dr. By: J.E. Ch. By: J.E. Draw: J.E. Scale: As Shown</p> <p>111-000-000-000 Sheet No. 1 of 1</p>
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For the Meeting of: April 8, 2015  
Agenda Item No.:

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution for Award of Bids for Water Meter Procurement and Installation Projects.  
**Attachments:** Resolutions

### RECOMMENDATION:

We recommend that the Council adopt the attached resolutions awarding the Procurement of Water Meters and Fixed Network Automation Equipment to National Meter & Automation, Inc. in the amount of \$555,246.87 and award the Water Meter Installation Project to Dawson-Mauldin Construction, Inc. in the amount of \$1,422,802.54, and authorizing the City Manager to sign the Agreements.

### EXECUTIVE SUMMARY:

The City has received a grant from the Department of Public Health, Division of Drinking Water for \$2.3 million for the installation of water meters and replacement of galvanized water services. The meters will be equipped with radio reads that will transmit data automatically to a central office. This will allow City staff to be alerted to services that may have leaking faucets or toilets so that property owners can be notified of needed repairs.

The project was bid in two components: one for the meters and automatic reading equipment and the other for the installation and construction. The total of the two bids is \$1,978,050 which is \$166,000 higher than the engineer's estimate of \$1,812,000.

The grant agreement allows for a one-time increase in the grant amount based on the bid results. The Division of Drinking Water has approved our request for a \$166,000 increase in the grant and an amended funding agreement will be processed.

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: \_\_\_\_\_

**BACKGROUND:**

Bids for the meters and the fixed network automation equipment were opened on March 3, 2015 as follows:

National Meter & Automation, Inc.	\$555,246.87
Hydro Specialties Company	\$578,751.27
Engineer's Estimate	\$720,000.00

National Meter is the local Badger Meter Distributor and has supplied meters for several other Valley cities. The Minority Business Enterprise (MBE) participation goal for materials is 2% and the goal for Women's Business Enterprise (WBE) is 1%. We are not aware of any meter equipment suppliers that meet these goals.

Bids for the installation of the meters and services were opened on March 10, 2015 with the following results:

Dawson-Mauldin Construction	\$1,422,802.54
Vulcan Construction & Maintenance	\$1,533,028.00
West Valley Construction Co.	\$1,603,578.00
Todd Companies	\$2,071,666.00
Engineer's Estimate	\$1,097,300.00

The MBE participation goal for construction is 11% and the WBE goal is 4%. Dawson-Mauldin Construction is a WBE, and they have submitted evidence of a good faith effort to attract MBEs as sub-contractors. Dawson-Mauldin Construction has successfully completed several projects for the City and they are known to us to be a responsible contractor.

The contract time is 40 weeks and construction should begin by May 20.

The State Division of Drinking Water has approved the bids for award by the City.

**REASON FOR RECOMMENDATION:**

The recommended supplier and contractor submitted responsive bids to the City's request for bids, and they are known to be responsible businesses. The bids were higher than estimates, but the grant funding will be increased to cover the additional cost.

**FISCAL IMPACT:**

Although the project is 100% grant, city personnel will be needed to assist the contractor in locating services and shutting water valves.

**ALTERNATIVES:** The City may reject the bids.

**ACTIONS FOLLOWING APPROVAL:** The Agreements will be signed and construction will begin

**CONFLICT OF INTEREST:** None

RESOLUTION NO. 2015-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AWARDING BID FOR THE PROCUREMENT OF WATER METERS AND FIXED  
NETWORK AUTOMATION EQUIPMENT TO NATIONAL METER  
& AUTOMATION, INC.

WHEREAS, the City of Orange Cove has received a grant from the State of California Department of Public Health for the installation of water meters in the city; and

WHEREAS, the Notice to Vendors to Bid for the Procurement of Water Meters and Fixed Base Network Automation Equipment was advertised in the Reedley Exponent on January 22, 2015; and

WHEREAS, the procurement is be for water meters, automatic reading and transmission equipment; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Orange Cove City Hall on March 3, 2015 at 2 pm:

<u>Contractor</u>	<u>Bid</u>
National Meter & Automation, Inc.	\$555,246.87
Hydro Specialties Company, LLC	\$578,751.27; and

WHEREAS, the City Engineer's estimate was \$720,000 for the 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 the recommendation of the City Engineer the Procurement of Water Meters and Fixed Base Network Automation Equipment be awarded to National Meter & Automation, Inc. in the amount of Five Hundred Fifty-five Thousand Two Hundred Forty-six Dollars and Eighty-seven Cents (\$555,246.87).
3. The City Manager is authorized to sign the Agreement 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 April 8, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

---

June Bracamontes, City Clerk

---

Bianca Sparks, City Attorney

RESOLUTION NO. 2015-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA,  
AWARDING BID FOR THE WATER METER INSTALLATION PROJECT TO DAWSON-  
MAULDIN CONSTRUCTION, INC.

WHEREAS, the City of Orange Cove has received a grant from the State of California  
Department of Public Health for the installation of water meters in the city; and

WHEREAS, the Notice to Contractors for the Water Meter Installation Project was  
advertised in the Reedley Exponent on February 5, 2015; and

WHEREAS, the project will install water meters and services within the City of Orange  
Cove; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the  
Orange Cove City Hall on March 10, 2015 at 2 pm:

<u>Contractor</u>	<u>Bid</u>
Dawson-Mauldin Construction	\$1,422,802.54
Vulcan Construction & Maintenance	\$1,533,028.00
West Valley Construction Co.	\$1,603,578.00
Todd Companies	\$2,071,666.00; and

WHEREAS, the City Engineer's estimate was \$1,097,300 for the 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 the recommendation of the City Engineer the Water Meter Installation Project be awarded to Dawson-Mauldin Construction, Inc. in the amount of One Million Four Hundred Twenty-two Thousand Eight Hundred Two Dollars and Fifty-four Cents (\$1,422,802.54).
3. The City Manager is authorized to sign the Construction Agreement 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 April 8, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

---

June Bracamontes, City Clerk

---

Bianca Sparks, City Attorney



For the Meeting of: April 8, 2015  
Agenda Item No.:

## CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution Authorizing Execution of Agreement  
Housing Related Parks Program Grant  
**Attachments:** Resolution

### **RECOMMENDATION:**

Council adopt the attached resolution authorizing the City Manager to sign a State of California Standard Agreement for the construction of a soccer field at Feinstein Park.

### **EXECUTIVE SUMMARY:**

The City was awarded a grant by the State Department of Housing and Community Development (HCD) for \$168,125 to construct a soccer field from the Housing-Related Parks Program. HCD requires that the City adopt a resolution authorizing a person to sign a standard agreement and all other documents necessary to the secure the grant. We propose that the City Manager be authorized to sign those documents.

### **BACKGROUND:**

In January 2104 the City of Orange Cove applied to HCD for a grant to construct a soccer field at Feinstein Park using funds from the Housing-Related Parks Program and was successful. The amount of the grant is determined by the number of building permits for new affordable units issued between January 1, 2010 and June 30, 2013. The preliminary estimated cost of construction of the soccer field is \$210,000; the grant award is for \$168,125 leaving a shortfall of \$42,000.

A copy of the standard agreement is attached as an exhibit to the resolution.

### **REASON FOR RECOMMENDATION:**

Prepared by: GH

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

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

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

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

### **TYPE OF ITEM:**

### **COUNCIL ACTION: APPROVED DENIED NO ACTION**

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

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

**FISCAL IMPACT:**

The City may need to expend Successor Agency funds to add to the grant for the completion of the project.

**ALTERNATIVES:**

The City Council may choose not to accept the grant.

**ACTIONS FOLLOWING APPROVAL:**

Design for the project will begin and then the project will be bid out for construction.

**CONFLICT OF INTEREST:**

None.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING  
EXECUTION OF STATE STANDARD AGREEMENT FOR HOUSING RELATED PARKS  
PROGRAM GRANT**

WHEREAS, the State of California, Department of Housing and Community Development (Department) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, by Resolution No. 2014-03 the City of Orange Cove (Applicant) was authorized to apply for a HRP Program Grant and submitted the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, the Department is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, the Department awarded Applicant an HRP Program Grant in the amount of \$168,125.

NOW, THEREFORE IT IS HEREBY FOUND, DETERMINED, AND ORDERED as follows:

1. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), as shown in attached Exhibit 1, for an HRP Program Grant in the amount of \$168,125.00 and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. That the City Manager is authorized to execute the HRP Grant Documents as required by the Department for participation in the HRP Program.

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.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 8, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Victor P. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
June Bracamontes, City Clerk

\_\_\_\_\_  
Bianca Sparks, City Attorney

## EXHIBIT 1

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER  
**14-HRPP-9232**  
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME  
**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
CONTRACTOR'S NAME  
**City of Orange Cove**

2. The term of this Agreement is: **Upon HCD Approval through 09/30/2016**  
3. The maximum amount of this Agreement is: **\$168,125.00**  
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

**TOTAL NUMBER OF PAGES ATTACHED:** **7 pages**

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

### CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

**City of Orange Cove**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Samuel A. Escobar, City Manager**

ADDRESS

**633 Sixth Street, Orange Cove, CA 93646**

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Housing and Community Development**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Cathy Parr, Contracts Manager, Business & Contract Services Branch**

ADDRESS

**2020 W. El Camino Ave, Sacramento, CA 95833**

California Department of  
General Service  
Use Only

DEC 12 2014

X Exempt per: SCM 4.04.A.3 (DGS  
Memo dated 6/12/81)



**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

**Housing-Related Parks (HRP) Program Grant**

**1. Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

**2. Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

**3. Scope of Work**

Construction of two soccer fields at Feinstein Park.

**EXHIBIT A**

**Grant Timelines**

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

**4. Grant Amount**

The total amount of this Grant is \$ 168,125.00.



**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**HRP Program Grant**

**1. Allowable Uses of Grant Funds**

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

**2. Performance**

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**3. Fiscal Administration**

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

**EXHIBIT B**

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development  
Accounting Division  
2020 W. El Camino Ave.  
P.O. Box 952050  
Sacramento, California 94252-2050

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**EXHIBIT D**

**HRP PROGRAM GENERAL TERMS AND CONDITIONS**

**HRP Program Grant**

**1. Report Requirements**

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31<sup>st</sup> of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

**2. State Contract Coordinator**

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development  
Division of Housing Policy Development  
2020 W. El Camino Ave, P.O. Box 95250  
Sacramento, California 94252-2050  
Attention: HRP Program Manager

**3. Audit/Retention and Inspection of Records**

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

**EXHIBIT D**

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

**4. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

**5. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter I (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.



**EXHIBIT E**

**HRP PROGRAM SPECIAL TERMS AND CONDITIONS**

**HRP Program Grant**

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.

RESOLUTION NO. 2015-19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
RESCINDING RESOLUTION NO. 2010-53 CONCERNING TRUCK PARKING ZONES  
AND ESTABLISHING NEW TRUCK PARKING ZONES IN THE CITY

**WHEREAS**, Sections 10.32.070 and 10.32.080 of the Orange Cove Municipal Code authorize the City Council to determine and designate truck parking zones by resolution; and

**WHEREAS**, the City Council desires to designate truck parking zones to promote the general welfare of the City and to prolong the useful life of the pavement on local streets that may not have been designed to support the weight of large trucks; and

**WHEREAS**, the City Council has received recommendations from the City Engineer as to appropriate streets within the City of Orange Cove which should be designated as truck parking zones.

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

**SECTION 1.** The above recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** That Resolution No. 2010-53 is hereby rescinded in its entirety.

**SECTION 3.** That the following streets, as described below and as set forth in the map attached hereto as Exhibit A and incorporated herein by reference, shall be designated as truck parking zones:

- A. Northeast side of West Railroad Avenue from Park Boulevard to 11<sup>th</sup> Street.
- B. Southwest side of West Railroad Avenue from G Street to the Alley south of Park Boulevard.
- C. Southwest side of West Railroad from Center Street Southeasterly to the Alley West of 5<sup>th</sup> Street.
- D. North side of South Avenue from 50 feet to 680 feet East of Center Street.
- E. North side of South Avenue from 300 feet to 580 feet East of Monson Avenue.
- F. South side of South Avenue from Monson Avenue to 580 feet East of Monson Avenue.

**SECTION 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.

**SECTION 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 April 8, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Victor P. Lopez, Mayor

**ATTEST:**

\_\_\_\_\_  
June Bracamontes, City Clerk

**APPROVED AS TO FORM:**

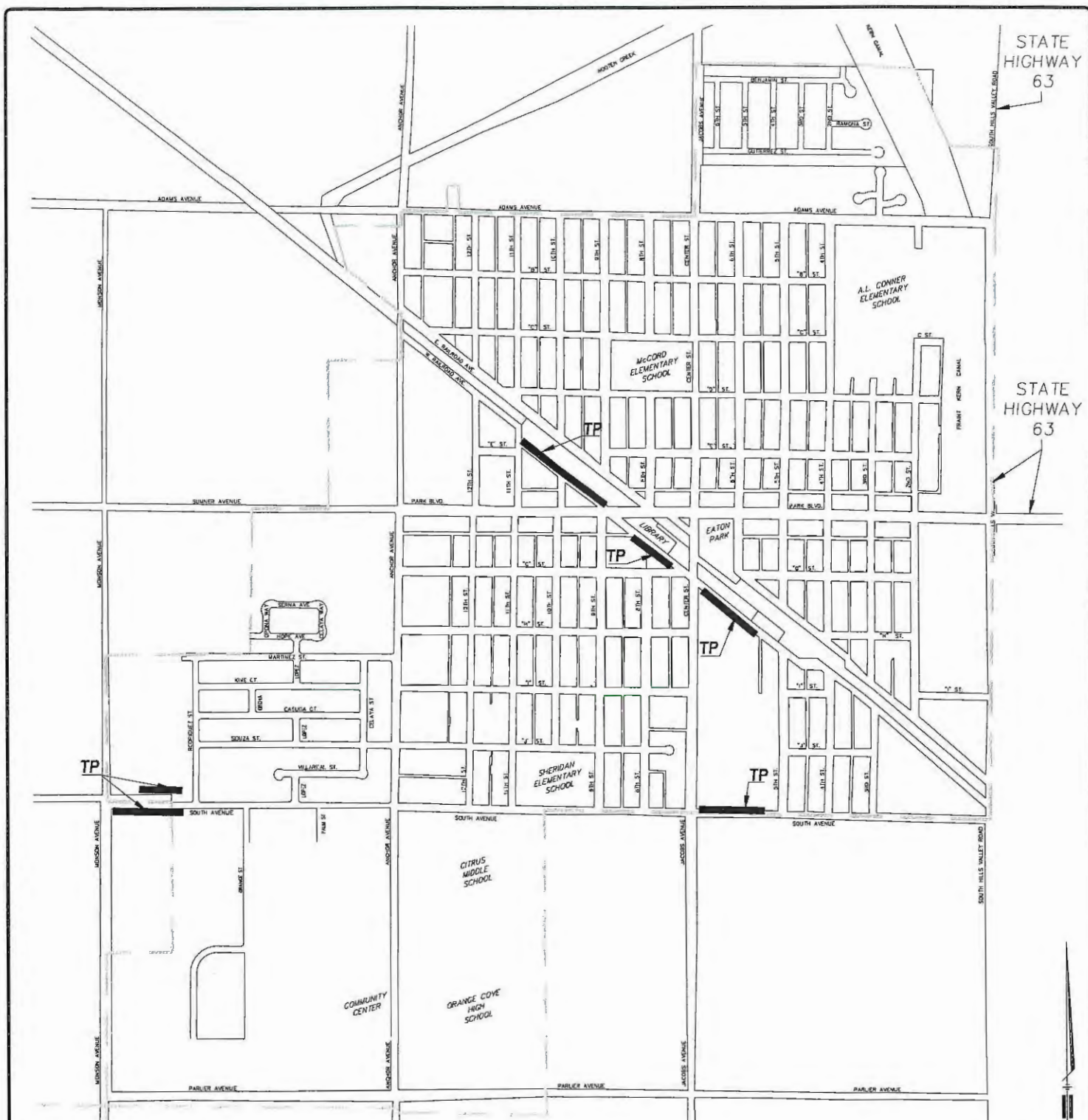
\_\_\_\_\_  
Bianca Sparks, City Attorney

\*\*\*\*\*

STATE OF CALIFORNIA    )  
COUNTY OF FRESNO     ) ss.  
CITY OF ORANGE COVE    )

I, JUNE BRACAMONTES, hereby certify that I am the duly appointed City Clerk of the City of Orange Cove and that the foregoing resolution was duly adopted at a regular meeting of the City Council held on the 8<sup>th</sup> day of April, 2015.

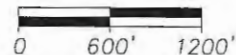
\_\_\_\_\_  
June Bracamontes  
City Clerk



# LEGEND:

TP = TRUCK PARKING

SCALE: 1" = 1200'



**YAMABE & HORN  
ENGINEERING, INC.**

2985 N. BURL AVENUE  
SUITE 101  
FRESNO, CA 93727

TEL (559) 244-3123  
FAX (559) 244-3120

Ref. & Rev.

CITY OF ORANGE COVE

TRUCK PARKING AREAS  
EXHIBIT "B"

Dr. By: JS

Ch. By: GH

Date: 3/30/15

YH Job No. 10-179

Sheet No. 1

of 1 Sheets



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

Marty Rivera  
Chief of Police

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**Date:** April 8, 2015

**Title:** Police Department Computer Server

**Submitted:** Marty Rivera  
Chief of Police

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**Recommendation:**

Approve contract with Valley Network Solutions for purchase and installation of a refurbished computer server at the police department. VNS changed the server at city hall and by having them do the job, the servers would interface with each other. **The cost of the refurbished server and installation is \$5,858.17.**

**Background:**

The current server was put into service when the police department was formed in December 2009. The hardware is now aged. Information as well as copies of all reports have been scanned and placed into the server each day. This has stressed the physical limitations of the server. I have been told that it could crash at any time. We need to replace it before it does crash.

Several months ago the city began the process of replacing the servers in the city. The one at city hall was replaced and at that time the server at the police department was discussed and Valley Network Solutions was asked for a bid. Valley Network Solutions has looked at some equipment that was previously used when we did our own dispatching and is no longer in use. They have given us a bid that utilizes that equipment and refurbishing it to run the programs and functions of our current server.

If purchased, information on the current server will be migrated to the refurbished server and portions of the old server will be removed from the system.

**Fiscal Impact:**

The fiscal impact to the city is **\$5,858.17 which will come from the general fund.**

PRIDE

HONOR

PROFESSIONALISM





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

## Quotation (Open)

### Date

Nov 24, 2014 08:45 AM PST

### Doc #

39802 - rev 4 of 4

### Description

HP ProLiant Server Upgrade (DL160) - PD

### SalesRep

Kroeger, Danny  
 (P) (559) 650-2600 ext. 310  
 (F) (559) 650-2601

### Customer Contact

Gonzalez, Silvia  
 (P) 559-626-5106  
[silvia@oc-pd.com](mailto:silvia@oc-pd.com)

### Customer

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

### Bill To

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

### Ship To

City of Orange Cove - Police Dept  
 Gonzalez, Silvia  
 550 Center Street  
 Orange Cove, CA 93646  
 United States  
 (P) 559-626-5106  
 (F) 559-626-7565

### Ship Via:

FedEx Ground

### Special Instructions:

### Carrier Account #:

Description	Part #	Inv Qty	Unit Price	Total
<b>HP ProLiant Server Hardware</b>				
1 HP Midline Hard drive - 1 TB - internal - 3.5" - SATA 3Gb/s - 7200 rpm	507772-B21	Yes 4	\$108.00	\$432.00
2 HP Smart Array P410/256MB Controller Storage controller (RAID) - SATA 1.5Gb/s / SAS low profile - 300 MBps - RAID 0, 1, 5, 10, 50 - PCIe x8 - for ProLiant DL120 G7, DL165 G7, DL370 G6, DL380 G7, DL580 G7, DL585 G7, ML110 G7, SL165s G7	462862-B21	Yes 1	\$120.00	\$120.00
3 HP Smart Array Cable Kit Storage Controller Cables for P410/256 Cache		Yes 1	\$52.00	\$52.00
4 Cooler Master HTK-002-U1 Thermal paste - white	HTK-002-U1	Yes 1	\$3.29	\$3.29
5 RackSolutions Fixed Rail Rack rail - 19"	BRK-HP-4P-002	Yes 1	\$100.14	\$100.14
6 HP Foundation Care Next Business Day Service Post Warranty Extended service agreement - parts and labor - 1 year - on-site - 9x5 - response time: NBD - for ProLiant DL160 G6, DL160se G6	U2UN5PE	Yes 1	\$177.81	\$177.81
7 C2G Cat6 Snagless Unshielded (UTP) Network Patch Cable Patch cable - RJ-45 (M) - RJ-45 (M) - 7 ft - stranded wire - CAT 6 - molded, stranded, snagless - blue	27142	Yes 6	\$3.00	\$18.00
<b>Microsoft Server Licensing</b>				
8 Microsoft Windows Server 2012 License - 1 device CAL - local - MOLP: Government - English	R18-04292	No 5	\$22.00	\$110.00
<b>APC UPS with Network Card</b>				
9 APC Smart-UPS X 1500 Rack/Tower LCD UPS ( rack-mountable ) - AC 120 V - 1200 Watt - 1500 VA - RS-232, USB - 8 output connector(s) - 2U	SMX1500RM2U	Yes 1	\$720.00	\$720.00
Note: Total load the APC will be supporting is approximately 350 watts. Estimated runtime supporting 350 watts is 35 minutes.				
The X 1500 can also support adding external battery packs to extend runtime if the need arises in the future.				

#	Description	Part #	Tax	Qty	Unit Price	Total
10	APC Network Management Card 2 Remote management adapter - SmartSlot - 10/100 Ethernet - black - for Smart-UPS 1000, 1500, 2200, 3000, 750; Smart-UPS RM 3000VA; Smart-UPS X Note: Allows the APC unit to communicate with other devices on the network to for a safe shutdown in the event of a power failure.	AP9630	Yes	1	\$230.00	\$230.00

#### **VNS Professional Services**

11	Valley Network Solutions - Integration, Engineering, and Support Services - Block Time Estimated 33.25 Hours, At \$125.00 per hour, less NetCare discount of 12% (\$110.00/hour)	9951171	No	1	\$3,657.50	\$3,657.50
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#	Description	Part #	Tax Qty	Unit Price	Total
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#### Note: Project Overview:

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Due to aging hardware and physical limitations of current infrastructure, the Orange Cove Police Department has decided to replace their PowerEdge T300 server. They have chosen to repurpose an existing HP ProLiant DL160 CTO server that will run Windows Server 2008 R2. Software, data, roles and functions of their existing server, PD-1, will be migrated to this new machine. After migration, the PowerEdge T300 will be demoted and removed from the domain. An existing OneAC 2000XL UPS will also be installed and configured to allow for graceful shutdown of client hardware in the event of power-related issues.

#### Customer Responsibilities:

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- Hours quoted for completion are an estimate only, and this scope of work is subject to change at any time during the project and if changes are needed will be done through a formal process of revisions and recommendations subject to client approval.
- Client understands and accepts that part of the project may need to be implemented after normal business hours and will provide Valley Network Solutions, Inc. with access to the facility after hours if required. Valley Network Solutions, Inc. agrees to give the client at least 48 hours advance notice if access to the site is required after normal business hours and will work with the client to schedule access if needed.
- If any portion of this project needs to be completed after normal business hours (Mon-Fri, 8am to 5pm) Valley Network Solutions will bill at the rate of time and one half hours per hour.
- Hours quoted do not include travel time to client location and travel time will be billed in addition to estimate project hours.
- Client understands that all ordered hardware and software needs to be shipped to Valley Network Solutions, Inc. for assembly and preparation prior to being installed at client site and hereby authorizes Valley Network Solutions, Inc. to accept delivery of said hardware and software on the client's behalf.
- Client understands and accepts that during portions of the installation and data transfer phases that some application/network downtime will occur. Valley Network Solutions, Inc. agrees to notify client in advance of any anticipated downtime and will work with client to schedule said anticipated downtime.
- Client will provide Valley Network Solutions with all necessary administrative login accounts and access to resources as required by the project.
- Client will have good backups of all systems prior to project implementation – with Valley Network Solutions providing assistance where needed.
- Client will provide Valley Network Solutions with a list of all user passwords to aid in the migration of redirected data"

#### Scope of Work:

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##### Phase I: Hardware build and configuration at VNS

- Unpack and install all hardware for the HP ProLiant DL160 server (RAID/RAM/CPUs/HDDs)
- Create and initialize array for OS/Data
- Install Microsoft Windows Server 2008 R2 Standard
- Name server OCPD-DC1 and configure local administrator account
- Create VNS logon account / Disable Windows Firewall
- Set registered owner and organization to Orange Cove Police Department
- Enable Remote Desktop / Remote Registry / Install & Configure SNMP
- Configure static IP address of server
- Setup/configure NIC teaming
- Install SQL and Management Studio for AVG Managed Workplace migration
- Install all required Windows Updates
- Install all available firmware/driver updates from HP

##### Phase II: Data/Application Migration

- Deliver hardware and remove all packaging
- Install 2-post rack kit / Mount server and UPS
- Install signal cable and software for UPS
- Configure controlled shutdown of OCPD-DC1
- Join OCPD-DC1 to domain
- Raise coocpd.local domain/forest functional levels, if necessary
- Run diagnostics/prep for addition of new DC - resolve any errors
- Promote OCPD-DC1 to domain controller, force replication and verify
- Transfer all FSMO roles from PD-1 to OCPD-DC1
- Migrate DHCP from PD-1 to OCPD-DC1
- Migrate data shares from PD-1 to OCPD-DC1 (retaining ACLs)
- Configure GPO – logoff/logon users to move user data from PD-1 to local, verify
- Configure GPO – logoff/logon users to move user data from local to OCPD-DC1, verify
- Migrate SEP Manager
- Migrate Onsite Manager to OCPD-DC1, verify successful by reporting in Service Center
- Migrate Intact software with vendor support where necessary / Reinstall client on workstations
- Install Backup Exec on OCPD-DC1, attach external USB drives (RDX Drive), reconfigure backup sets
- Confirm GPOs and all shared data and 3rd party applications working correctly on servers and client computers
- Make appropriate DNS changes to firewall and other network devices – configure/test remote access to OCPD-DC1
- Configure/Verify time syncing properly with PDC

#### Acceptance Criteria:

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- HP ProLiant DL160 server installed and deployed with Windows Server 2008 R2.
- All data, applications and roles migrated from PD-1 to OCPD-DC1
- PD-1 removed from the domain and retired
- Successful backups from Backup Exec of all business critical servers, applications, and data
- Onsite Manager migrated to OCPD-DC1 and reporting properly
- All clients able to login to domain and access all applications and network resources

#	Description	Part #	Tax Qty	Unit Price	Total
					Subtotal: \$5,620.74
					Tax (8.225%): \$152.43
					Shipping: \$85.00
					<b>Total: \$5,858.17</b>

Questions or comments?

Call us at (559) 650-2600, Option 2 (Sales)

Email us at sales@vns.net

Or, visit us at: <http://www.vns.net>

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

Supply subject to availability.

Approval

=====

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

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

Terms and Conditions

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#### Third Party Products

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

#### Return of Goods

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

All product returns must be processed within 15 days from the date of the invoice. Returns are subject to the discretion of the vendor.

#### Payment & Pricing

Pricing is normally good for 15 days, however, on some highly volatile items such as memory, pricing can fluctuate by the hour.

Pricing reflects best discounts available at time of quotation, and is based on entire order of this quote. Reductions in quantities may result in higher per-unit pricing, and accordingly, higher order volumes can result in much better pricing.

Non Cash/Check/PO payments will incur a surcharge between 2.5% - 3.5% and not to exceed 4% (depending on card used).

Pricing presumes that client will pay their invoices within the agreed upon terms, specified in this proposal. Any client that does not pay within the agreed upon terms will be subject to late fees and interest of 1.5% per month on any balances not paid within the payment terms offered in this proposal.

#### Delay in Delivery

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

#### Limitation of Liability

Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to seller. Furthermore, seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at seller's option, and in no case shall seller be liable for incidental or consequential damage.

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

#### Free Shipping Policy

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

#### Drop Ship Policy

Customer is responsible for verifying that product(s) is/are received in good condition.

Boxes and packages should not be opened. If opened, the product cannot be returned.

Customer is responsible for verifying that the correct product(s) has/have been received.

Customer agrees to pay for products as they are received, in the event that product delivery is staggered due to back-order situations. Customer understands that VNS will invoice for products, as they are delivered to the location the customer has specified in this agreement, whether it's a customer office or VNS offices due to the need to pre-stage products, as per customer approval.

#### Taxes

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

#### Services Provisions

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#### No Solicitation or Hiring

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

#### Labor Estimates and Project Pricing

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

Any changes to the Scope of Work, additional out of scope services and rescheduling of dates/time experienced under this engagement shall be considered out of scope, and billed in addition to quote, subject to VNS' standard time and material rates.

Customer is aware that all labor quotes that are stated as Estimates, billable on an hourly basis, are estimates only, and client will be charged for actual time spent to provide the deliverables defined within the scope of the work stated, unless specified otherwise.

The actual amount invoiced for the scope of this proposal shall not exceed 10% of this estimate without the prior written approval of customer.

#### Assumptions

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

Any time or material needed to resolve problems with customer provided equipment would be billable on a time/materials basis.

Any additional labor required to complete project and interface with other vendors, i.e. manufacturer, electricians, construction, furniture, etc. in excess of the hours set forth in this Scope of Work, will be billable on a time/materials basis.

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

Any statement of work above contains a complete description of the services to be performed by Valley Network Solutions (or its subcontractors). No oral statements by Valley Network Solutions, or other party shall constitute a modification of such statement of work or representation that additional or different services will be performed. All changes should be requested in writing and accepted or rejected by Valley Network Solutions and Customer in writing.

VNS provides products to customers for projects at minimal margins to provide customers a one-stop solution. This necessitates that we be paid immediately upon physical delivery of products to a customer at the shipping location specified in this agreement, so that we can pay our suppliers. In no case shall VNS be expected to wait for payment on products for a project that may require integration of products and VNS labor services until a project is completed. Customer does however have the right to retain partial payment for VNS services until project is completed, but understands that they may be invoiced for progress payments for work completed on protracted projects, based on an amount commensurate with the percentage of work completed. Products however must be paid for upon delivery.

#### In-Shop Services

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

#### Warranty

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

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

#### Infrastructure Exclusion

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

#### ISP Exclusion

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

#### Backups and Anti-Virus Exclusion

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

#### Internet Access Exclusion

This proposal assumes that client has an Internet connection available at their location. Should client not have an Internet connection, or should

client have a low-speed Internet connection, it is understood that this can increase the amount of time a project may take and may limit the functionality of some applications that require Internet connectivity.

#### Work Performed Outside of Normal Business Hours

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

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

#### End User Responsibilities

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

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

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

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

#### Limitation of Liability

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