



AGENDA

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Minerva Pineda, Council Member

Gilbert Garcia, Council Member

Josie Cervantes, Council Member

WEDNESDAY, JUNE 10, 2015 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

1. Roll Call
2. Invocation
3. Flag Salute

B. Confirmation of Agenda

C. Presentation

1. Proclamation Recognizing the Orange Cove High School Varsity Softball Team

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. City Council Minutes, Meeting of April 22, 2015
2. Consideration of an Agreement between the City and the California Department of Justice for the Smart Justice Program
3. Consideration of an Agreement between the City and Fresno County for Law Enforcement Investigative Services
4. Consideration of an Agreement between the City and the Fresno Housing Authority for Criminal Activity Reporting Services
5. Consideration of Addendum II to Agreement 13-534 between the City and County of Fresno for law enforcement dispatch services
6. Consideration of Addendum No. 2 to the Memorandum of Understanding with the Board of State and Community Corrections for disbursement of funds to local law enforcement for front line law enforcement needs
7. Retail Fireworks License Application from Apostolic Faith Tabernacle #1 and #2 Property located at 1145 Park Blvd. and Lot 5-10 Park Blvd, Orange Cove
8. Consideration of an Agreement between the City and Pyro Spectacular for the City's Independence Day Celebration on July 2, 2015
9. Consideration of a Proclamation of Declaring a Local Emergency in the Matter of the 2015 Drought Conditions
10. Consideration of a Resolution Approving the Agreement with the California Department of Education for the purpose of providing child care and development services and authorize the designated personnel to sign the contract documents for Fiscal Year 2015-2016 .

F. Administration

Police Department:

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

Recommendation: Informational item only

City Engineer:

2. **SUBJECT:** Consideration of a Resolution Approving the Award of a Construct Contract to AJ Excavation, Inc. for the for Anchor Avenue Reconstruction Project, in the amount of 908,883.40

Recommendation: Council to adopt the Resolution awarding the contract to AJ Excavation, Inc. for the Anchor Avenue Reconstruction Project for the Base Bid Only and authorize the City Manager to sign the standard construction agreement

3. **SUBJECT:** Consideration of a Resolution Approving the MOU regarding the formation of a Groundwater Sustainability Agency with other interested parties

Recommendation: Council to adopt the Resolution approving the revises MOU regarding the formation of a Groundwater Sustainability Agency with other interested parties.

4. **SUBJECT:** Consideration of a Resolution Setting a Public Hearing for the Establishment of an Underground Utility District

Recommendation: Council to adopt a resolution setting a public hearing to establish an Underground Utility District along Anchor Avenue from Park Blvd, to Martinez Street

Finance Director:

5. **SUBJECT:** Presentation of the City's monthly cash and investments summary and fund financials for the month ended April 30, 2015

Recommendation: Informational Item Only

Events Committee:

6. **SUBJECT:** Update report on the Independence Day Celebration on July 2, 2015

Recommendation: Informational Item Only

City Manager:

7. **SUBJECT:** Discussion and direction regarding termination of the City's agreement with Valley Small Business Development Corporation for administration of the City's CDBG Business Assistance Loan Program

Recommendation: Council to direct staff to terminate the agreement.

G. City Attorney's Report

H. City Manager's Report

I. City Council Communications

J. Closed Session

8. Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency designated representatives: Sam Escobar, City Manager; Bianca Sparks, City Attorney
Employee organization: International Union of Operating Engineers, Local 39

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 cityoforangecove.com.

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

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

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

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

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

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

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



MINUTES

Victor P. Lopez, Mayor

Diana Guerra Silva, Mayor Pro Tem

Gilbert Garcia, Council Member

Minerva Pineda, Council Member

Josie Cervantes, Council Member

WEDNESDAY, APRIL 22, 2015 - 6:30 P.M.

Orange Cove Council Chambers

633 6th Street, Orange Cove, California 93646

A. Call to Order/Welcome

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

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

INVOCATION: Mayor Pro Tem Diana Guerra Silva

FLAG SALUTE: Mayor Victor P. Lopez

B. Confirmation of Agenda

City Manager requested to remove item #2 under Presentation and combine the item under the City Manager, and remove item #3 under Closed Session

C. Presentation

1. Presentation by Tom Greenwood, Fire Chief of the Orange Cove Fire Protection District - Activity Report

Fire Chief Tom Greenwood presented to Council the activities for the month of January, February and March 2015.

Presented the Fire Session; abandon fields and home; 150 hours of training a month; and few more hires in the department

2. Presentation by David Lopez, Events Committee Update

(item moved under City Manager)

3. Presentation by Oday Guerrero, EOC Immigration Liaison, regarding proposed Immigration Workshop

Mr. Guerrero presented to Council the immigration related workshops. Program will provide accurate information; discussion regarding fraud; provide more resources; and health resources.

D. Public Forum

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

1. Ms. Donna Wheeler received a letter that cannot water and you see water running behind the community center and in the drive way. The lots that are behind her home the weeds are brown and very high and afraid it will catch on fire.
2. Highlands Energy sister company is the Monte Vista Project in Orange Cove. Providing energy upgrades and if anybody receives public aid you will qualify. Would like to Partner with the City to place the Energy Savings Assistance Program on the water bills.
3. Mr. Manuel Ferreira presented to Council thanked everyone who helped with the Blossom Parade great success. Regarding the Skate Park need to put up a sign, no smoking and stop the graffiti. Mayor Lopez explained that an individual has been hired to maintain the Skate Park.

4. Irene Alvarado of Orange Cove presented to Council about open government, transparency and full disclosure. This has to do with contracts that is coming to you. Hope you have gone to ethics training and FPPC Training. Full disclosure has not been made available to the public as far as the boards you sit on and also the current Chair of the Events Committee who happens to be Mario Villarreal. In the past there has been violations with FPPC. Would hate to see the city pay penalties of fees for failure of disclosure. We are all working to make our community better sometimes the law follows. Tonight you have closed items regarding the Child Care Contract coming up and anything that needs to be presented to public should be fully disclosed.
5. Mr. Ralph Pardo of Orange Cove would like to know why item #3 under Closed Session was removed.

E. Consent Calendar

1. Consideration of Resolution No. 2015-20 Approving the City's Warrants (036484-112329)
2. City Council Minutes, Meeting of March 11, 2015
3. Consideration of a Resolution Accepting Dedication of Right of Way at West Railroad Avenue and Anchor Avenue, from Booth Ranches, LLC
4. Consideration of a Resolution Accepting Dedication of Right of Way and an Easement for Trail Purposes from Abdon and Gloria Saldana and Mayra Saldana Botello

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilmember Gilbert Garcia, Council approved the Consent Calendar as presented. **Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)**

F. Administration

City Engineer:

1. **SUBJECT:** Consideration of a Resolution Temporarily Reducing All Development Impact Fees for Single Family Residential Development

Recommendation: Council to choose an option and adopt the attached Resolution approving the reduction of Development Impact Fees for Single Family Residential developments on existing lots of record for a designated period of time

Upon the motion by Mayor Pro Tem Diana Guerra Silva, and seconded by Councilmember Josie Cervantes, Council choose option #3 and adopted adopt the attached Resolution approving the reduction of Development

Impact Fees for Single Family Residential developments on existing lots of record for a designated period of time. (Yes Vote: Mayor Lopez, Silva, Garcia, Pineda and Cervantes)

Finance Director:

2. **SUBJECT: SUBJECT:** Presentation and discussion regarding the Monthly Financials for March 31, 2015

Recommendation: Informational item only

City Finance Director presented the following items for the monthly financials for March 31, 2015

- *Summary of Cash & Investments
- *Operating Cash Account; Investment Account LAIF; USDA; Money Market Account
- *1995 Water Bonds; 2004 Tax Allocation Bond
- *Breakdown of Operating Account
- *Breakdown of LAIF Account
- *Statement of Net Position – Proprietary Funds
- *Statement of Revenue, Express, and Changes in Fund Net Position
- *Non-Major Governmental Funds
- *Combining Statement of Revenue, Expenditures and changes in fund balance (Non Major Government Funds)

City Manager:

3. **SUBJECT:** First Amendment to the Agreements between the City of Orange Cove and Target Eight Advisory for Child Development Services under the California Department of Education California State Preschool Program, and Facilities and Maintenance

Recommendation: Council to approve the following:

(At 7:58 p.m. Mayor Lopez recused himself from this item due to the fact that he is the Executive Director of Target Eight and Mayor Pro Tem Silva recused herself from this item due to the fact that she is the Chairperson of Target Eight and left the Council Chambers)

- a) First Amendment to the Agreement for Child Development Services Under the California Department of Education California State Preschool Program between the City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017; and

Per City Attorney must have a 3 vote in order to pass.

Upon the motion by Councilwoman Pineda and seconded by Councilwoman Cervantes approved the First Amendment to the Agreement for Child Development Services Under the California Department of Education California State Preschool Program between the City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017 and Councilman Garcia did not approve the motion (Motion dies) (Yes Vote: Pineda and Cervantes)(No Vote: Garcia)

- b) First Amendment to the Facilities Use and Maintenance Agreement between City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017

Per City Attorney must have a 2 vote in order to pass

Upon the motion by Councilwoman Pineda and seconded by Councilwoman Cervantes, Council approved First Amendment to the Facilities Use and Maintenance Agreement between City of Orange Cove and Target Eight Advisory Council for the period of July 1, 2015 to June 30, 2017 Motion pass (Yes Vote: Pineda and Cervantes)(No Vote: Garcia)

(Mayor Lopez and Mayor Pro Tem Silva joined the Council Meeting at 8:29 p.m.)

- 4. **SUBJECT:** Discussion and Direction Regarding the Proposed Carnival and Concert in the City of Orange Cove at the Gene Welch Field in June 2015

Recommendation: Council to give staff direction regarding the event, location and preparation of any and all contract(s) for the event.

Upon the motion by Mayor Pro Tem Diana Guerra Silva and seconded by Councilmember Minerva Pineda, Council approved the Carnival and Concert in the City of Orange Cove at the Gene Welch Field in June 2015. (Yes Vote: Mayor Lopez, Silva, Pineda, Cervantes)(No Vote: Councilmember Garcia)

G. City Manager's Report

City Manager presented the following:

- 1. New individual working at the Skate Park through the SER Program.
- 2. Budget Workshop for Fiscal Year 15-16 on April 29, 2015 at 5:30 p.m.

H. City Attorney's Report

No report.

I. City Council Communications

Councilman Gilbert Garcia: No report
Councilwoman Josie Cervantes: No report

Councilwoman Minerva Pineda:
Attended the Blossom Festival well put together

Mayor Pro Tem Diana Guerra Silva: No report

Mayor Victor P. Lopez

In Washington D.C. for 7 days with the COG One Voice Trip and spent 2 extra days with the Townsend Group and met with Feinstein willing to come to Orange Cove. Talked about the crime/gangs. Mayor Lopez stated that he met with D.C. Consultant and explained the need to help the Fire Department and they indicated if known earlier would have awarded 2 fire trucks.

Mr. Ralph Pardo of Orange Cove presented a petition pertaining to the Closed Session item #2. Storing, gathering, holding wrecked or towed vehicles will only discourage people and be a nuisance.

J. Closed Session:

1. Conference with Legal Counsel pursuant to Government Code Section 54957(b)(1):

Public Employee Performance Evaluation
Title: City Manager

2. Conference with real property negotiators
Government Code Section 54956.8
Property: Industrial Park Property corner of South and Center Street
City Negotiators: Sam Escobar, City Manager and Bianca Sparks, City Attorney
Negotiating Parties: 1) Alex Lopez (2 acres); 2) Matt Kuykendall (2 acres)
Under Negotiation: Price and Terms of Payment

3. Conference with 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:

Mayor Lopez reconvened the City Council Meeting at 10:20 p.m.

City Attorney presented that the City Council met in Closed Session in respect to J1 and J2 on the Agenda. With respect to item J1 no action was taken and respect to J2 direction was given to the City Attorney's Office and City Manager. No other action was taken no other matters were discussed.

L. Adjournment

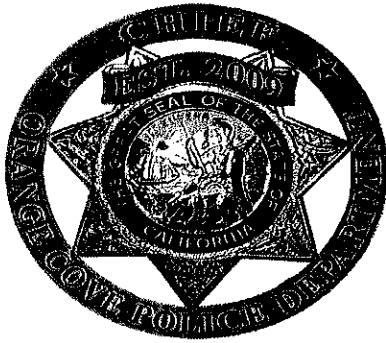
Mayor Lopez adjourned the City Council Meeting at 10:21 p.m.

RESPECTFULLY SUBMITTED:

June V. Bracamontes, City Clerk
City of Orange Cove

PRESENTED TO COUNCIL:

DATE: _____ ACTION: _____



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

Marty Rivera
Chief of Police

Date: June 10, 2015

Title: SMART JUSTICE INTERCONNECTION AGREEMENT

Submitted: Marty Rivera
Chief of Police

Recommendation:

Approve agreement with CAL DOJ allowing the police department to share information with other law enforcement agencies participating in the Smart Justice Program.

Background:

Prior to CAL DOJ developing the computer program Smart Justice, law enforcement officers have had to open different criminal databases one at a time to gain access to information needed to investigate crimes and suspects. Searching the various databases enables them to check to see if someone has a criminal record, is on parole, has outstanding warrants, has a valid driver's license and other information. This is a time consuming task. Additionally if they encountered someone from another county or city, they had to call that jurisdiction to get the information.

DOJ now has Smart Justice. It is a system that enables the officer to open it and from there he is able to gain information by checking boxes of the information desired. All the information is in one place.

In Fresno County, the Sheriff's Department is the designated node administrator. Most of the cities in the county are connected to the Sheriff's Record Management System, therefore all the information we place on the server is available to be shared by all the law enforcement agencies. The other counties in the state place their information into their servers and the whole thing is connected to the DOJ Smart Justice Server thus enabling everyone to look at everyone else's information without having to call the other agencies.

The Probation Office in each county are also connected, thus information regarding persons from other counties is also available. To be able to get information you must contribute information. The information can be obtained quickly and efficiently. It can be gained by desk tops or mobile devices.

Fiscal Impact:

No cost to the city.

PRIDE

HONOR

PROFESSIONALISM



C A L I F O R N I A
SMARTJUSTICE

Interconnection Agreement

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1 Purpose

This Interconnection Agreement (ICA) is entered into by and between the California Department of Justice (DOJ), and _____
(hereinafter referred to as "agency"), to define the relationship between DOJ and the agency as it relates to the sharing of data between DOJ and the agency.

2 Background

The public safety community is faced with the challenge of easily and accurately monitoring and tracking offender status, statewide. The passage of the Criminal Justice Realignment Act of 2011 (Chapter 15, Statutes of 2011 - Assembly Bill 109), has increased the necessity for data sharing between counties and among law enforcement and public safety agencies. These agencies need the ability to identify offenders returning to their jurisdictions and easily access complete offender profiles. Access to this data will enable agencies to effectively supervise individuals, measure outcomes of re-entry programs and offender services, and properly manage resources. Law enforcement officials who encounter these individuals must have access to up-to-date offender records and conditions of supervision, including information regarding alternative custody arrangements.

3 Definitions

1. All references to "agency" in this ICA shall be deemed a reference to "any agency."
2. All references to "instance" in this ICA shall be deemed a reference to the DOJ SmartJustice.
3. All references to "source agency" in this ICA shall be deemed a reference to the agency that contributed the information to the instance.

4 Responsibilities

1. To provide data to the maximum extent permitted by law, in a mutually agreed upon electronic format.
2. To contribute data and grant view-only access to the instance's participating agencies.
3. Such information may include, but is not limited to, record/case/jail management systems, Supervised Release File, Automated Criminal History System or other DOJ or agency owned information.
4. Compliance with the SmartJustice Policies, Practices and Procedures. For reference, see the following URL: <http://clew.doj.ca.gov/>

5 Information ownership and release

1. Ownership - Each contributing agency retains control of all information they provide through the instance at all times. An agency is responsible for creating, updating, and deleting records in its system according to its policies. An agency shall ensure the completeness and accuracy of its source data. The information contributed into the instance shall remain the property of the contributing agency.

2. Referral of Information Requests from Third Parties - Any third party request for information authored or originated by another source agency shall be immediately referred to the source agency.
3. Prohibition Against Release of Information to Third Parties - The agency shall not release or make available any information it has accessed to any third party, unless they are the source agency, or as required by law.
4. Subpoenas and Court Orders - The agency may respond to a subpoena or court order for information authored or originated by another source agency after providing the source agency the opportunity to object. The agency shall immediately provide a copy of the subpoena or court order to the source agency.
5. State or Federal Public Record Requests - Upon receipt of a state or federal public record request for information authored or originated by another source agency the agency shall respond to the request by stating that the request will be referred to the source agency for response.

6 Term

This ICA may be terminated upon a 10 working day notice by either agency. In the event of a security incident that necessitates an immediate response, the 10 working day notice is not applicable.

7 Other

1. Should a conflict arise, the agency agrees to fully cooperate and provide all source documents, or other information necessary for investigation.
2. The parties agree this ICA is subject to all applicable federal, state, and local statutes, ordinances, and regulations.
3. An agency is authorized to download their own agency data from the instance.

Agency Head Signature	Date
Agency Head (Printed)	
DOJ Signature	Date
DOJ (Printed)	

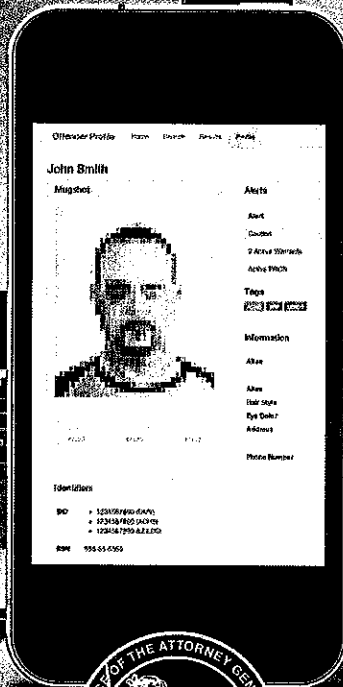
CALIFORNIA SMART JUSTICE

THE CALIFORNIA DEPARTMENT OF JUSTICE IS LAUNCHING CALIFORNIA SMARTJUSTICE, A STATEWIDE DATA SHARING PLATFORM.

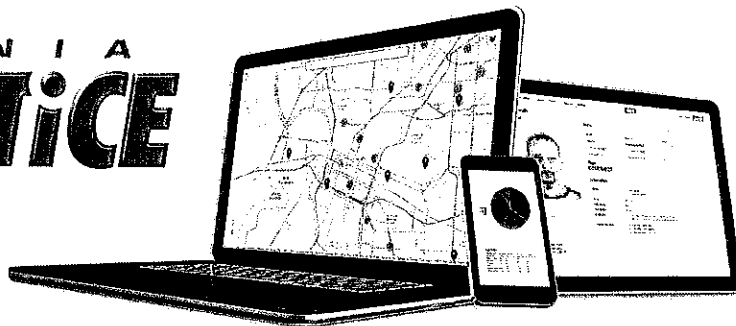
CALIFORNIA SMARTJUSTICE WILL PROVIDE PUBLIC SAFETY AGENCIES ACROSS THE STATE WITH A ONE-STOP, USER-FRIENDLY WEB PORTAL TO ACCESS CRITICAL INFORMATION ABOUT OFFENDERS.

THROUGH THE SECURE SMARTJUSTICE DOJ WEB PORTAL, CALIFORNIA'S PUBLIC SAFETY ENTITIES WILL BE ABLE TO ACCESS, SEARCH, AND VIEW OFFENDER INFORMATION FROM NUMEROUS CRIMINAL JUSTICE DATABASES HOUSED IN STATE AGENCIES AND THE 58 COUNTIES.

CALIFORNIA SMARTJUSTICE WILL WORK WITH EXISTING DATA SYSTEMS CURRENTLY USED BY LOCAL AGENCIES TO ALLOW THE SHARING OF KEY DATA ACROSS FUNCTIONAL AND ORGANIZATIONAL BOUNDARIES AND TO PROVIDE COUNTY PUBLIC SAFETY OFFICERS WITH RAPID ACCESS TO UPDATED AND ACCURATE OFFENDER INFORMATION VIA DESKTOP COMPUTERS AND MOBILE DEVICES.



CALIFORNIA **SMARTJUSTICE**



SEARCH, ANALYZE, COLLABORATE, AND SHARE

The California SmartJustice solution provides executives, supervisors, and law enforcement with one central point of access to information primarily housed in a combined offender data set which includes the following DOJ systems (SRF, ACHS, WPS, CSAR, CARPOS, Cal-Photo, and APPS). The data is accessible through three primary functionalities:

- **Offender Search/Profile:** Members of law enforcement can search for an offender through a simple internet-style search using name or other key data. This search will access a comprehensive view of an offender's profile that can be used during critical officer activities such as traffic stops, to report encounters, etc.
- **Probation Features:** Probation officers can view details of supervised individuals under their care, direct reassignments, and fully research an offender's history and notes. They can also flag and receive notifications regarding specific supervised individuals and transfer supervised individuals seamlessly from county to county.
- **Executive Dashboard:** A visual, customizable dashboard will provide executives with a view to relevant high-level aggregated information. Readily available operational reports allow executives to view officer case loads and supervised individual rosters with one click. Offender/supervised individual data can be displayed via mapping and overlays to identify relationships to gang territories and high-crime areas.

California SmartJustice enables public safety officers to easily collaborate and share information immediately and securely among users, teams, and jurisdictions.

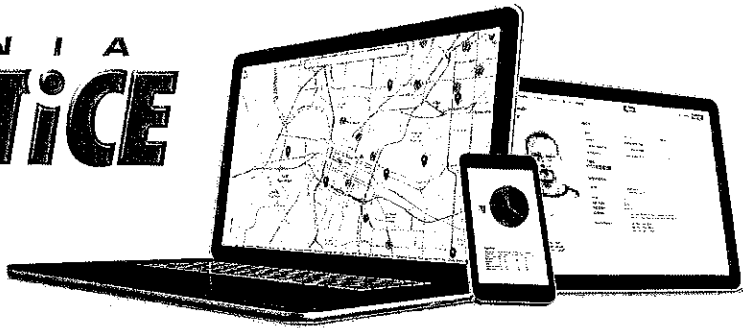
FEATURED CAPABILITIES

- **Accessibility:** access the full solution functionality through a web browser
- **Browser:** view, update, and export information relevant to an entity
- **Easy Search:** quickly search multiple data sources at once
- **Executive Dashboard:** create high level aggregations of data using robust visualization and mapping tools
- **Flexible Access:** access all data from desktops or mobile devices
- **Workflow:** track and share cases with a customizable workflow engine

INTEGRATED DATA SOURCES

- Armed and Prohibited Persons System (APPS)
- Automated Criminal History System (ACHS)
- CDCR Parole LEADS
- Cal-Photo
- California Sex and Arson Registry (CSAR)
- California Restraining and Protective Order System (CARPOS)
- Supervised Release File (SRF)
- Wanted Persons System (WPS)

CALIFORNIA **SMARTJUSTICE**



QUESTIONS FROM OUR PARTNERS

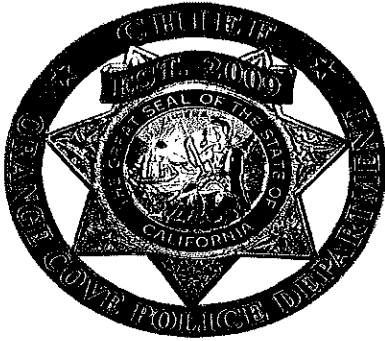
- Q.** How much will it cost for law enforcement and public safety agencies to access California SmartJustice?
- A.** Agencies will be able to access the California SmartJustice web portal free of charge. The Department of Justice will build direct interfaces to one law enforcement system per county and one probation system per county. In addition, the DOJ will make web services available to law enforcement and public safety agencies that choose to build connections to California SmartJustice.
- Q.** What data will authorized law enforcement and public safety users be able to access through California SmartJustice?
- A.** Law enforcement and public safety agency authorized users will be able to search and view offender profile information housed in multiple DOJ databases, including: the Automated Criminal History System, the Armed and Prohibited Persons System, the California Restraining and Protective Order System, the CalPhoto System, the California Sex and Arson Registry, the Supervised Release File, and the Wanted Persons System. In addition, authorized users will be able to view offender profile information sourced from the Department of Corrections and Rehabilitation (LEADS). Also, SmartJustice will integrate offender information housed in county probation systems, county law enforcement systems, and regional information sharing systems.
- Q.** How will authorized law enforcement and public safety users be able to access the data in California SmartJustice?
- A.** Authorized law enforcement and public safety users will be able to search the data in California SmartJustice online through the secure web portal. In addition, authorized users will be able to access the SmartJustice data through their existing local and/or regional systems (e.g., COPLINK, LInX, ARIES, and ARJIS) and through the DOJ Wide Area Network.

CALIFORNIA **SMARTJUSTICE**



QUESTIONS FROM OUR PARTNERS

- Q.** What devices can be used to access California SmartJustice?
- A.** Authorized users can access California SmartJustice through any network connected device (e.g., PC, laptop, tablet, or smartphone) that is secured in accordance with the FBI CJIS Security Policy and the CLETS Policies, Practices, and Procedures. New devices must be approved through the standard CLETS approval process.
- Q.** Will the DOJ network be used for connectivity into each county and agency?
- A.** Counties may connect to California SmartJustice through the DOJ network (also referred to as the DOJ backbone) or through a Secure Internet connection.
- Q.** Will there be a limit to the number user licenses assigned to an agency?
- A.** No end user licenses are required for California SmartJustice.
- Q.** Will an agency be required to contribute data in order to participate?
- A.** In order to be an integration partner with California SmartJustice, a county must contribute data.



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

Date: June 10, 2015

Title: Law Enforcement Investigative Services Agreement

Submitted: Marty Rivera
Chief of Police

Recommendation:

Approve agreement with Fresno County Sheriff's Department for investigative services that the city police department can't handle or desires outside agency investigation due to nature of incident.

Background:

The city police department was formed in December 2009. The department has ten officers and two reserve officers working full time. Most of the officers have had limited training in crime scene investigation other than that given at the police academy, and that gained while getting trained by the department field training officers.

Occasionally incidents may occur that may necessitate the need for assistance by officers from the sheriff's department that may have an expertise and more experience in handling certain types of calls. Calls such as explosive devices or suspected explosive devices and barricaded suspects with or without hostages are examples of calls where we would require assistance from the sheriff's department. Another instance might be a major crime that would require more resources than our police department is able to provide due to the time it would take to complete the investigation.

The sheriff's department offers services to city police departments. Some of the services are provided at no cost while other investigative services cost a substantial amount of money. Fortunately we seldom require assistance in handling calls in the city. In the last two years we have asked for service on two occasions.

In the law enforcement agreement you will be provided, it lists the costs for the various services that the sheriff's department can provide.

PRIDE

HONOR

PROFESSIONALISM

We will make every effort to handle calls without asking for assistance. However there may be a time when we have to ask for assistance.

Fiscal Impact:

If assistance is requested the cost will vary depending on the type of the investigation and time it may take to complete. In most types of training they provide us, it will be reimbursed under POST. This training usually consists of mandatory skills training each year. They provide the training at a lower cost than that provided by the Fresno Police Department.

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1 Technician or two Deputy Sheriff Investigators, and the COUNTY expressly reserves
2 the right to assign more personnel at the sole discretion of the COUNTY Sheriff's
3 Office or her designee, at the expense of the CITY, if circumstances warrant such.
4 Upon notification of the resources being deployed, the CITY may choose at its
5 discretion, to cancel the request for service and assume full responsibility and
6 liability for the investigation or the processing of evidence.

7 3. Both the COUNTY and the CITY acknowledge that these
8 reimbursable services will only be provided and paid for by the CITY, pursuant to this
9 contract, until the investigation is completed, or until the CITY elects to halt any
10 further effort on the part of the COUNTY Sheriff's Office.

11 4. Nothing within this Agreement and/or the services rendered by the
12 COUNTY is intended to limit or eliminate the CITY'S use of private or other public
13 vendors or agencies for these services, with the exception that all protocols for
14 instant aid and State Office of Emergency Services "mutual aid" shall still supply.
15 The definition for instant aid is found on Attachment B.

16 5. Term of Agreement - This Agreement shall become effective when
17 executed by both parties, and shall continue in full force and effect, unless and
18 until terminated by either party upon the giving of thirty (30) days advance written
19 notice.

20 6. The COUNTY Sheriff's Office shall invoice the CITY monthly invoices for
21 the previous month. Invoices shall be addressed to the CITY as follows:

22 Orange Cove Police Department
23 550 Center Street
24 Orange Cove CA. 93646
25 Attn: Chief Marty Rivera

26 Payment shall be made by the CITY within thirty (30) days of the invoice date.

27 Payment shall be addresses to COUNTY as follows:
28

1 Fresno County Sheriff's Office

2 P.O. Box 1788

3 Fresno, CA 93717

4 Attn: Business Office

5 7. Law Enforcement Service Rate - The CITY agrees to pay the current
6 hourly overtime rate for Crime Scene Technicians and/or Deputy Sheriffs as applied
7 to this Agreement. All charges will be clearly identified on each invoice as
8 referenced in Attachment A. These rates, if adjusted, will be provided to the CITY
9 via confirmation letter prior to the start of each County fiscal year, which begins
10 annually on July 1st. The minimum contracted specialized services shall include 1/2
11 hour driving time each way for each service request.
12

13 8. Each party to this Agreement, and its officers and employees, shall
14 not assume any liability for the negligent or wrongful acts or omissions of the other
15 party, nor of any officer or employee of the other party. Each party shall hold the
16 other party, and its officers and employees, harmless and defend the other party, its
17 officers and employees, against any liability for injury to person or property arising
18 out of any negligent or wrongful acts of the party, or its officers and employees.

19 9. The rendition of contract services, the standards of performance, the
20 discipline of officers, and other matters incident to the performance of such
21 services and the control of personnel so employed, shall remain in the COUNTY
22 Sheriff's Office. In the event of dispute between the parties as to the extent and
23 duties and functions to be rendered under this Agreement, or the minimum level or
24 manner of such performance of such services, the determination made by the
25 COUNTY's Sheriff's Office shall be final and conclusive.

26 10. This Agreement supersedes any prior agreement between the
27 COUNTY and the CITY for the performance of such law enforcement services by
28 COUNTY.

IN WITNESS WHEREOF the COUNTY by the Sheriff on behalf of the Board of Supervisors, and the CITY have, by order of its governing body, caused these documents to be subscribed by the designated official of the CITY on the date hereinafter written.

COUNTY OF FRESNO

By _____
MARGARET MIMS, SHERIFF DATE _____

By _____

Sam Escobar, City Manager

DATE _____

City of Orange Cove

Fund No. 0001
Org. No. 31113200
Account No. 4975

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ATTACHMENT B

Regional First Responder – Instant Aid (Fresno Sheriff's Office and Allied Police Departments)

When a life threatening call for service is received by the Fresno Sheriff's Office (FSO) and there are no available FSO personnel, communications" staff will call the closest agency with jurisdiction to the FSO and request assistance. The responding agency's personnel will be tasked with arriving on the scene and stabilizing the call by determining what crimes have occurred, securing suspects and delivering first aid. If the incident is in progress, the transfer of primary responsibility will occur only when safe to do so, utilizing uniformed personnel. In such cases, FSO personnel will maintain investigative and jurisdictional responsibility. The responding agency personnel will standby until relieved by FSO personnel.

When another agency in Fresno County receives a life threatening call for service and there is no officer available, the allied agency will contact FSO communications personnel and/or supervisor. FSO personnel will be tasked with arriving on scene and stabilizing the call as outlined above. The same guidelines related to an in-progress incident shall apply. In such cases, allied agency personnel will maintain investigative and jurisdictional responsibility. FSO personnel will standby until relieved by allied agency personnel.

The overall goal for FSO and Fresno County Allied Agencies is to insure a timely law enforcement response to life threatening calls regardless of jurisdictional boundaries.



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

Date: June 10, 2015

Title: Housing Authority Agreement Recommendation

Submitted: Marty Rivera
Chief of Police

Recommendation:

Approve agreement with Fresno Housing Authority for police service in the government housing tracts and weekly observation and criminal activity reports.

Background:

The city police department currently responds for service in regards to criminal or suspicious activity that occurs in the government housing locations throughout the city. Police officers also do patrol checks of the housing tracts in an effort to curtail crime.

The Fresno Housing Authority desires a signed agreement with the city to provide continued police service and desires the police department to provide weekly activity reports so that they can monitor what is occurring in their housing tracts.

Fiscal Impact:

Housing Authority will pay **\$500.00 a month to the city** which will go to the general fund.

AGREEMENT FOR CRIMINAL ACTIVITY REPORTING SERVICES

CITY OF ORANGE COVE AND FRESNO HOUSING AUTHORITY

THIS AGREEMENT is entered into this ____ day of _____ 2015, between and by the **City of Orange Cove**, a political subdivision of the State of California, hereinafter called "**City of Cove**," and the Fresno Housing Authority, hereinafter called "Housing Authority."

WHEREAS, the Housing Authority desires to enter into an Agreement with the **City of Orange Cove** for Criminal Activity Reporting Services within the Housing Authority properties noted herein by attachment; and,

WHEREAS, the **City of Orange Cove** agrees to render such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

I. **SERVICES PROVIDED BY THE CITY OF ORANGE COVE**

The **City of Orange Cove** agrees to provide Weekly Observation/Activity Reports to the Property Manager of the Housing Authority properties located in Parlier and specifically identified on Exhibit A, attached hereto, hereinafter called "Target Area." All duties are to be performed for a period of **twelve months**, commencing **July 1, 2015** and completed on **June 30, 2016**.

II. **COMPENSATION**

The Housing Authority agrees to pay the **City of Orange Cove** its actual costs of providing the aforementioned service, not to exceed **five-hundred dollars (\$500.00) per month**, for the period beginning **July 1, 2015**. The **City of Orange Cove** shall bill the Housing Authority on a monthly basis. Payment of said bill shall be contingent on receipt of weekly reports.

The hourly fee for **City of Orange Cove** staff to attend court hearings shall be _____.

Public Housing Capital Fund Grant Program funds are being used to cover the cost of this service and shall not be used to replace funds or positions by

the **City of Orange Cove**. These funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.

III. TERM AND TERMINATION

This Agreement shall be effective retroactive to **July 1, 2015** and shall terminate **June 30, 2016**.

Notwithstanding the foregoing, this Agreement is terminable by either the Housing Authority or the **City of Orange Cove** upon 30 days written notice of cancellation.

IV. INDEPENDENT CONTRACTOR

In rendering the aforesaid services, it is mutually understood and agreed that the **City of Orange Cove**, its agents and employees, shall at all times be acting and performing independently and not as an employee of the Housing Authority. It is acknowledged and agreed that the relationship between the **City of Orange Cove** and the Housing Authority is that of the **City of Orange Cove** being an independent contractor for the Housing Authority. Nothing in this Agreement and nothing in the course of dealings between the Housing Authority and the **City of Orange Cove** shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship. The **City of Orange Cove** employees and agents shall not be treated by the Housing Authority as employees of the Housing Authority for any purpose, including, but not limited to, laws providing for Social Security taxes and benefits, state or federal unemployment benefits. The **City of Orange Cove** agrees that it has sole responsibility to pay Social Security, State Disability Insurance, Worker's Compensation Insurance and all other wages and benefits applicable to its employees. The **City of Orange Cove** further agrees to hold the Housing Authority harmless for any and all claims made with regard to such matters.

V. INSURANCE

The **City of Orange Cove** shall procure and maintain, at its own expense, insurance or self-insurance to include comprehensive general liability and comprehensive automobile liability insurance in the minimum amount of \$500,000 for bodily injury, including death, to any person and \$1,000,000 for injuries, including death, to more than one person in any one occurrence, and \$1,000,000 for damage to property in any one occurrence.

VI. INDEMNIFICATION

Neither the Housing Authority nor any officer, agent, or employee thereof shall be responsible for damage or liability occurring by reason of anything done or omitted to be done by the **City of Orange Cove** under or in connection with this Agreement. The **City of Orange Cove** shall fully indemnify and hold the Housing Authority, its officers, agents and employees harmless from any liability imposed for injury occurring by reason of anything done by the **City of Orange Cove** under this Agreement.

Neither the **City of Orange Cove** or any officer, agent or employee thereof shall be responsible for damage or liability occurring by reason of anything done or omitted to be done by the Housing Authority under or in connection with the Agreement. The Housing Authority shall fully indemnify and hold the **City of Orange Cove**, its officers, agents and employees harmless from any liability imposed for injury occurring by reason of anything done by the Housing Authority under this Agreement.

VII. ASSIGNMENT

Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

VIII. VENUE

Venue for any action arising out of or relation to this Agreement shall only be in Fresno, County, California. The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

IX. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement, after its effective date, must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

FRESNO HOUSING AUTHORITY

By: _____
Preston Prince, CEO/Executive Director

Date: _____

CITY OF ORANGE COVE

SAMUEL ESCOBAR, CITY MANAGER

CITY OF ORANGE COVE

BIANCA SPARKS, CITY ATTORNEY

EXHIBIT A

HOUSING COMPLEXES IN ORANGE COVE, CALIFORNIA SCARTTERED SITES

Complex Name and Address	No. of Units
Kuffle Apartments Center, J, I & 8 th Streets 791 I Street, Orange Cove	40
Kuffle North Apartments Citrus, Maple & Olive Streets 980 8 th Street, Orange Cove	20
Mountain View Apartments Anchor & J and Anchor & South Streets 1270 South Avenue, Orange Cove	17
Mountain View North Apartments Anchor & Adams Streets 1265 Adams Avenue, Orange Cove	13
Citrus Gardens 10 th & Railroad Avenues 452 10 th Street, Orange Cove	10
Citrus Gardens North 201 Citrus Avenue, Orange Cove	20



Marty Rivera
Chief of Police

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

Date: June 10, 2015

Title: Recommendation for Council to consider approving the Addendum between the City of Orange Cove and Fresno County in regards to the dispatch Agreement.

SUBMITTED: Marty Rivera
Chief of Police

Background

The city entered into an agreement with Fresno County in regards to dispatch services in September 2013. An amendment was agreed upon in 2014 which reduced the cost to the city for fiscal year 2014-2015. There is now a second amendment that is for the period starting July 1, 2015 and ending June 30, 2016. If approved it will give the city a slight reduction in cost.

Fiscal Impact

The city will pay \$136,721.76 for fiscal year 2015-2016 for dispatch services. The money will come from the city's general fund.

Alternatives

Seek dispatch services from another agency and compare costs/benefits.

Actions following approval

Sign Agreement and return to County.

1 **AMENDMENT II TO AGREEMENT 13-534**

2
3 This AMENDMENT II to AGREEMENT 13-534 (hereinafter referred to as
4 "Amendment II") is made and entered into this ____ day of _____, 2015, by and between
5 the COUNTY OF FRESNO, a political subdivision of the State of California, hereinafter referred to
6 as "COUNTY", and City of Orange Cove whose address is 550 Center Street, Orange Cove,
7 CA 93646, hereinafter referred to as "CITY".

8 WHEREAS, the parties entered into Agreement No. 13-534 dated September 10, 2013
9 and effective July 15, 2013 for the performance of law enforcement dispatch services/9-1-1
10 answering responsibilities for CITY by the COUNTY's Sheriff's Office ("Sheriff"); and,

11 WHEREAS, COUNTY and CITY entered into Amendment I to Agreement 13-534, dated
12 August 19, 2014 in order to extend the term of the Agreement and change the compensation to
13 be paid by CITY beginning July 1, 2014 (Agreement 13-534 and Amendment I to Agreement 13-
14 534 are hereinafter collectively referred to as "the Agreement"); and,

15 WHEREAS, COUNTY and CITY now desire to modify the Agreement by providing for
16 changed compensation to be paid by CITY beginning July 1, 2015.

17 NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy
18 of which is hereby acknowledged, COUNTY and the CITY agree as follows:

19 1. That Section No. 3 TERM, beginning on page 2, line 16 and ending on line 17 be
20 deleted in its entirety and replaced with the following: "This Agreement shall become effective
21 on the 15th date of July, 2013 and shall terminate on the 30th day of June, 2016."

22 2. That Amended Exhibit A shall be deleted and replaced with Amended Exhibit A-1,
23 attached hereto and incorporated herein by this reference, and all references to
24 Amended Exhibit A in the Agreement will be amended to state "Amended Exhibit A-1."

25 COUNTY and CITY agree that this Amendment II is sufficient to amend the Agreement and
26 that upon execution of this Amendment II, the Agreement together with Amendment I and
27 Amendment II shall be considered the Agreement, as amended.

28 This Amendment II will be effective July 1, 2015.

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5 IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to
6 Agreement 13-534 as of the day and year first hereinabove written.

7 **CITY OF ORANGE COVE**

COUNTY OF FRESNO

8 _____
(Authorized Signature)

Chairman, Board of Supervisors

9
10 _____
Print Name & Title

11 _____
12 _____
Mailing Address

13
14 DATE: _____

DATE: _____

15
16 APPROVED AS TO FORM

REVIEWED & RECOMMENDED FOR
APPROVAL

17
18 _____
City Attorney

19
20 _____
Margaret Mims, Sheriff

21
22 APPROVED AS TO ACCOUNTING
FORM

23 _____
Vicki Crow, Auditor-Controller/Treasurer-Tax
Collector

24
25 APPROVED AS TO LEGAL FORM

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27 _____
28 Daniel C. Cederborg, County Counsel

**LAW ENFORCEMENT DISPATCHING AGREEMENT BETWEEN
THE CITY OF ORANGE COVE AND COUNTY OF FRESNO**

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5 **Amended Exhibit A-1**

6 The COUNTY agrees to perform contracted services for the CITY at the rate specified below
7 per resident of the CITY (as determined by the State Department of Finance certified
8 population estimate as of January 1st of that year) for each year of this Agreement. Under this
9 Agreement, COUNTY's cost recovery will be 100%.

10 **Monthly Charge for FY 2013-2014 (July 1, 2013-June 30, 2014) (hereinafter the**
11 **"2013-2014 Monthly Charge"):** \$12,478.46/month. The methodology to calculate this amount
12 is as follows:

13 Per resident charge = \$16.01 (100% of \$16.01 per resident)

14 Number of residents in CITY (as determined by State Department of Finance certified
15 population estimate as of January 1, 2013) = 9,353

16 2013-2014 Monthly Charge = (\$16.01/resident x 9,353 residents)/12 months =
17 **\$12,478.46/month.**

18 **Monthly Charge for FY 2014-2015 (July 1, 2014-June 30, 2015) (hereinafter the**
19 **"2014-2015 Monthly Charge"):** \$11,668.40/month. The methodology to calculate this amount
20 is as follows:

21 Per resident charge = \$14.88 (100% of \$14.88 per resident)

22 Number of residents in CITY (as determined by State Department of Finance certified
23 population estimate as of January 1, 2014) = 9,410

24 2014-2015 Monthly Charge = (\$14.88/resident x 9,410 residents)/12 months =
25 **\$11,668.40/month.**

26 **Monthly Charge for FY 2015-2016 (July 1, 2015-June 30, 2016) (hereinafter the**
27 **"2015-2016 Monthly Charge"):** \$11,393.36/month. The methodology to calculate this amount
28 is as follows:

Per resident charge = \$14.61 (100% of \$14.61 per resident)

1 Number of residents in CITY (as determined by State Department of Finance certified
2 population estimate as of January 1, 2015) = 9,358

3 2015-2016 Monthly Charge = (\$14.61/resident x 9,358 residents)/12 months =

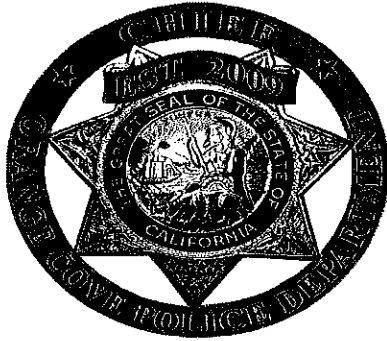
4 **\$11,393.36/month.**

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9 FOR ACCOUNTING USE ONLY:

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11 Fund No. 0001

12 Org. No. 31113320

13 Account No. 4975
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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

Date: June 10, 2015

Title: Board of State and Community Corrections (BSCC) Grant

Submitted: Marty Rivera
Chief of Police

Recommendation:

Approve MOU regarding amendment #2 in disbursement of funds allocated from the BSCC to local law enforcement agencies.

Background:

The governor started allocating funds to local law enforcement with the 2012-2013 budget. These funds were allocated through The Board of State and Community Corrections (BSCC). These funds were made available for a period of three years. How the funds are spent is decided by the police chiefs in each county. The funding was to be for three years but it appears it will be funded again for this next fiscal year.

During the first year the money was spent on developing computer programs that has greatly benefited the small agencies such as ours. An example of this is the E-Filing program so that now file reports to the DAs office electronically instead of driving to Fresno to hand deliver reports.

The second year, money was mostly spent for crime analysts that serve all the cities in the county. I was in opposition of spending money on crime analysis since it does not benefit us due to the low amount of crimes in our city.

This fiscal year that is about to end we were given \$1,699,324. You were each given a copy of the addendum as well as exhibit "A". It shows how the funds are to be spent. You can see that Orange Cove and the other small cities only are receiving \$10,000 each and that the money is to be spent on video policing. When the voting took place in regards to how we would spend the allocated funds I was very vocal in my opposition to several of the choices, unfortunately I had only one vote and little support from the small city chiefs.

Fiscal Impact:

The city will receive \$10,000 for the general fund that can be spent for video policing.

PRIDE

HONOR

PROFESSIONALISM

ADDENDUM NO. 2

TO

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO, CITY OF CLOVIS, CITIES OF HURON,
COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG,
ORANGE COVE, FIREBAUGH, FOWLER, MENDOTA AND COUNTY OF FRESNO

BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

This Addendum No. 2 is made and entered into, effective the ____ day of May 2015, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as COUNTY), The CITY OF CLOVIS, a municipal corporation (hereinafter referred to as CLOVIS), and the CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, and MENDOTA (hereinafter referred to collectively as "CITIES") acting through their respective governing bodies, , and the CITY OF FRESNO, a municipal corporation (hereinafter referred to as CITY) (collectively, the "Parties").

RECITALS

WHEREAS, on September 2, 2013, the Parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds allocated from the California Board of State and Community Corrections ("BSCC") to local law enforcement for front-line law enforcement needs (the "Program"); and

WHEREAS, on January 16, 2014, the Parties signed Addendum No. 1 to the MOU, providing for expenditure of additional \$1,168,285 allocated to the Program by BSCC; and

WHEREAS, the State of California has subsequently allocated an additional \$1,699,324 for the Program; and

WHEREAS, this Addendum No. 2 sets forth the distribution of those funds consistent with the terms of the MOU; and

WHEREAS, due to ongoing challenges with linking an electronic filing system ("e-filing") to all law enforcement agencies in Fresno County as contemplated in the MOU, the Parties desire to desist funding e-filing as described in the Recitals and Section 1 of the MOU when the funds described in Addendum 1 have been expended, and such change has been approved by BSCC; and

WHEREAS, the Parties desire that all sections of the MOU and Addendum No. 1 not altered by this Addendum No. 2 remain in full effect.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. Upon exhaustion of FY 2014 funding allocations, the activities described in Section 1 of the MOU shall be deleted from the Program for the remainder of the Program.
2. The last sentence of Section 3 of the MOU is hereby amended as follows, "Upon any such termination, any unused Program funds will be reallocated to another party(ies), based on consensus of the remaining parties, for an appropriate use."

3. Section 4 is hereby amended as follows:

Contingent upon availability of State funds, the CITY agrees to allocate to the COUNTY an amount of Program funds to cover costs associated with Prisoner Transport, Video Policing by the Fresno Sheriff's Office and Mental Health Triage Services by the Fresno County Health Department; to include costs for Reserve Officers to transport prisoners for the unincorporated areas of Fresno County; and Mental Health Care Field Workers, associated equipment costs and liability insurance for purpose of field response where client interaction with law enforcement and emergency services personnel typically occurs, and where triage services are most beneficial, in the amount of \$450,000, such amount and costs shown in **Exhibit A**.

4. Section 5 is hereby amended as follows:

Contingent upon the availability of State funds, the CITY agrees to allocate to the City of CLOVIS Police Department the amount of \$131,403 of Program funds for the continued support of a Crime Analyst as an employee of the Clovis Police Department to develop and maintain an active data base that can be shared regionally between municipalities, training and other operational needs and to fund video policing needs for the City of Clovis. Costs are shown in **Exhibit A** under CLOVIS.

5. Section 6 is hereby amended as follows:

Contingent upon availability of State funding, the CITY shall use the remaining \$997,921 of Program funds to hire an additional Crime Analyst, continue supporting the current five Crime Analysts, and purchase software and hardware necessary for the Crime Analysts related to Quantitative Social Science data analysis and collection. CITY will hire one additional Crime Analyst and continue to support the existing five Crime Analysts as employees of the Fresno Police Department to develop and maintain an active database to be shared regionally between municipalities. One of the six Crime Analysts will be housed at the Kingsburg Police Department and be supervised by a Kingsburg supervisor; the position will specifically focus on eastern cities in the County. Another Crime Analyst will be housed at the Kerman Police Department and be supervised by a Kerman supervisor; the position will specifically focus on western cities in the County. The four other Crime Analysts will be housed at

the Fresno Police Department and supervised by a Fresno Police supervisor; these four Crime Analysts will be focused on Fresno metropolitan crime data.

Funds will also be allocated toward training in the collection and dissemination of crime analysis and provide systematic analysis for identifying and analyzing patterns and trends in crime and disorder, and for costs associated with the development and operational needs of the program. Funding will also be used to hire two Police Cadet II's to provide prisoner transport for the metro areas of Fresno County to include the City of Clovis and the City of Fresno; provide mental health training and associated overtime costs for all Fresno County law enforcement agencies; provide annual subscription costs for CopLink, a data integration system for all law enforcement agencies in Fresno County and associated Programming costs to integrate data from all agencies into one accessible system; and to enhance the CITY's body worn camera program. Costs are shown in **Exhibit A** under CITY.

6. CITY will distribute FY 2015 Program funds pursuant to budgets and tasks set forth by the MOU, this Addendum, and Exhibit A, upon the execution of this Addendum No. 2 by all Parties, and in conjunction with the Parties' quarterly invoices for program activities. FY 2015 funding will cover, at a minimum, Regional Crime Analysis, Prisoner Transport, Mental Health Services and Training, Data Integration, and Video Policing, as outlined in Exhibit A.
7. All sections of the MOU and Addendum No. 1 not altered by this Addendum and Exhibit A remain unchanged.

Attachment: **Exhibit A, Program Budget and Tasks for FY 2015**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California, as of the day and year first hereinabove written.

CITY OF FRESNO

By: _____
Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk, City of Fresno

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney, City of Fresno

By: _____
Deputy

Address: City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CITY OF CLOVIS

By: _____
Matthew Basgall, Chief of Police

ATTEST:
Robert Woolley, City Manager

By: _____

APPROVED AS TO FORM:
Attorney for City of Clovis

COUNTY OF FRESNO

By: _____
Deborah A. Poochigian, Chairman
Board of Supervisors

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: _____

APPROVED AS TO LEGAL FORM:
DANIEL CEDERBORG
County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

By: _____

FOR APPROVAL:

By: _____
Margaret Mims, Sheriff

Address:
County of Fresno
Attn: Margaret Mims, Sheriff
Fresno County Sheriff's Department
2200 Fresno Street
Fresno, CA 93717

By: _____
Behavioral Health

By: _____
David Wolfe

Address: City of Clovis
Attn: Chief Matthew Basgall
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

Address:
County of Fresno
Attn: Department of Behavioral Health
4411 E. Kings Canyon Road
Fresno, CA 93702

CITY OF COALINGA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Coalinga

By: _____

Name: _____

Address:
City of Coalinga
Attn: Chief Calvin Minor
Coalinga Police Department
270 N. 6th Street
Coalinga, CA 93210

CITY OF FIREBAUGH

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Firebaugh

By: _____

Name: _____

Address:
City of Firebaugh
Attn: Chief Raygoza
Firebaugh Police Department
1575 Eleventh Street
Firebaugh, CA 93622

CITY OF FOWLER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Fowler

By: _____

Name: _____

Address:
City of Fowler
Attn: Chief Brand
Fowler Police Department
128 S. 5th Street
Fowler, CA 93625

CITY OF KERMAN

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Kerman

By: _____

Name: _____

Address:
City of Kerman
Attn: Chief Joseph Blohm
Kerman Police Department
850 S. Madera Avenue
Kerman, CA 93630

CITY OF HURON

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Huron

By: _____

Name: _____

Address:
City of Huron
Attn: Chief Turegano
Huron Police Department
P.O. Box 339
Huron, CA 93234

CITY OF KINGSBURG

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Kingsburg

By: _____

Name: _____

Address:
City of Kingsburg
Attn: Chief Neil Dadian
Kingsburg Police Department
1300 California Street
Kingsburg, CA 93631

CITY OF MENDOTA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Mendota

By: _____

Name: _____

Address:
City of Mendota
Attn: Chief Gregg Andreotti
Mendota Police Department
643 Quince Street
Mendota, CA 93640

CITY OF PARLIER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Parlier

By: _____

Name: _____

Address:
City of Parlier
Attn: Chief David Cerda
Parlier Police Department
8770 S. Mendocino Avenue
Parlier, CA 93648

CITY OF ORANGE COVE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Orange Cove

By: _____

Name: _____

Address:
City of Orange Cove
Attn: Chief Marty Rivera
Orange Cove Police Department
550 Center Street
Orange Cove, CA 93646

CITY OF REEDLEY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Reedley

By: _____

Name: _____

Address:
City of Reedley
Attn: Chief Joe Garza
Reedley Police Department
843 G Street
Reedley, CA 93654

CITY OF SANGER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Sanger

By: _____

Name: _____

Address:
City of Sanger
Attn: Chief Silver Rodriguez
Sanger Police Department
1700 - 7th Street
Sanger, CA 93657

CITY OF SELMA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Selma

By: _____

Name: _____

Address:
City of Selma
Attn: Chief Greg Garner
Selma Police Department
1935 E. Front Street
Selma, CA 93662

Exhibit A
FY 2015 Budget and Tasks

EXHIBIT A	Qty	Cost	Funding Cycle 3
COUNTY			
Fresno County Sheriff's Office			
Reserve Officers 5,027hrs X (19.89 per hr)	1	100,000.00	100,000.00
Total			100,000.00
Fresno County Health Department			
Mental Health Field Workers Salary/Fringe			210,000.00
Operating Costs			87,500.00
Facilities/Equipment			17,500.00
Liability Insurance and Audits			17,500.00
Computer Costs			17,500.00
Total			350,000.00
COUNTY TOTAL			450,000.00
CLOVIS			
City of Clovis Police Department			
Crime Analysts / salary with fringe	1	97,403.00	97,403.00
Hard ware and software necessary for data collection and sharing, and training	1	9,000.00	9,000.00
Video Policing Program	1	25,000.00	25,000.00
CLOVIS TOTAL			131,403.00
CITY			
City of Fresno Police Department			
Crime Analysts Salary/Fringe	6	67,823.00	406,941.00
Public Engines Annual Subscription (all LE agencies in Fresno County)	1	100,980.00	100,980.00
Data Integration (Programmer OT, Hardware/Software)	1	70,000.00	70,000.00
CopLink Annual Subscription	1	30,000.00	30,000.00
Prisoner Transport (2 Cadet II's Salary/Fringe)	2	45,000.00	90,000.00
Mental Health Training (Tuition and OT for all LE agencies)	1	150,000.00	150,000.00
Video Policing/Body Cameras (Equipment/Service)	1	150,000.00	150,000.00
CITY TOTAL			997,921.00
Small Cities Video Policing (Coalinga, Firebaugh, Fowler, Huron, Kingsburg, Kerman, Mendota, Orange Cove, Parlier, Reedley, Sanger & Selma)12 @ \$10,000 ea.	1	120,000.00	120,000.00
Total			1,699,324.00

Exhibit A
FY 2015 Budget and Tasks

1,699,324.00
DA

Exhibit A
FY 2015 Budget and Tasks

Clovis
Fresno / PERS
Vehicle Allow
Mileage
Training
Computers
*Interest
Public Engines
Reedley/Selma

Exhibit A
FY 2015 Budget and Tasks

Exhibit A
FY 2015 Budget and Tasks

PERS BUDGET

		Revenue
249300		
2900	YEAR ONE BUDGET	\$1,019,600.00
48000	YEAR TWO BUDGET	\$1,168,285.00
1800	YEAR THREE BUDGET	\$1,699,324.00
29000		\$3,887,209.00
6000		

2160

Mileage reimb

24320
361320

6963.12
-2160.36
-2159.5

2,194,842.12
(463,148.82)
1,731,693.30

YEAR 2 Funds
486,671.35

Exhibit A
FY 2015 Budget and Tasks

103,612.00
365,930.00
82,746.00
129,325.65
1,168,285.00

2A
1/16/2014

ADDENDUM NO. 1

TO

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF FRESNO, CITY OF CLOVIS, CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, MENDOTA, AND COUNTY OF FRESNO

BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

THIS Addendum No. 1 is made and entered into effective the 16th day of January 2014, by and between the between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as COUNTY), The CITY OF CLOVIS, a municipal corporation (hereinafter referred to as CLOVIS), and the CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, and MENDOTA acting through their respective governing bodies, (hereinafter referred to as CITIES), and the CITY OF FRESNO, a municipal corporation (hereinafter referred to as CITY) (collectively, the "Parties").

WHEREAS, on September 2, 2013 the Parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds allocated from the California Board of State and Community Corrections ("BSCC") to local law enforcement for front line law enforcement needs (the "Program"); and

WHEREAS, the State of California has subsequently allocated an additional \$1,168,285 for the Program; and

WHEREAS, this Addendum No. 1 sets forth the distribution of those funds consistent with the terms of the MOU.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. Distribution of \$1,168,285 shall be as outlined on Exhibit "A" attached hereto and incorporated herein by this reference. CITY, as fiscal agent, will make best efforts to distribute Program funds upon the execution of this Addendum No. 1 by all parties, whichever is later.

2. In all other regards, the MOU shall remain in full force and effect.

3. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument

CITY OF FRESNO
City Clerk's Office (Original)


EXHIBIT A (revised)	Qty	Cost	Year 1 FY13- 14	Year 2 Fy 14-15
Fresno County District Attorney		Total Amt	\$ 1,019,575.00	\$ 1,168,285.00
Staff Assistant /salary with fringe	8	40,863.00	315,165.20	339,504.00
Supervising Office Assistant	1	81,812.00	81,812.00	84,435.00
Rental Desk top computer with 19" flat screen monitor	9	1,941.96	17,477.64	17,494.36
Voice Over IP phone	9	192.86	1,735.74	-
	9	138.24	1,244.16	1,265.41
O&M for county vehicle	1	7,800.00	7,800.00	7,800.00
Laser Printer	3	5,620.00	16,860.00	-
Kyocera FS C865ODN cost per page black and white	1	7,220.00	7,220.00	9,569.16
Kyocera FS C865ODN cost per page color	1	7,112.00	8,543.36	13,490.40
Printer LAN charge/connection Fee (\$39.73/mo/device)	3	476.76	1,430.28	2,404.62
Printer I-Net Line Charge/network Fee (\$16.18/mo/device)	3	194.16	582.48	567.73
File Server (1 TB @ \$8.6549/GB)	2	\$8,862.62	19,063.00	17,725.24
Paper (case = 10 reams)	300	\$34.41	9,540.00	10,323.00
Stapler (heavy duty)	N/A		96.45	
Staples/office supplies	26	2.03	52.78	52.78
Total			488,623.09	504,631.70
City of Clovis				
Crime Analysts / salary with fringe	1	73,300.00	73,300.00	93,612.00
Hard ware and software necessary for data collection and sharing, and training		9,000.00	9,000.00	10,000.00
Total			82,300.00	103,612.00
Fresno City Police Department				
Crime Analysts / salary with fringe	5	73,300.00	366,500.00	365,930.00
Kerman,Kingsburg supplies and mlieage			9,000.00	9,000.00
Hard ware, software, program development, training, and operational costs.			73,176.91	73,746.00
Regional data sharing and Public Engines software				111,365.30
Total			448,676.91	560,041.30
Total			\$ 1,019,600.00	\$ 1,168,285.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO

By: 
Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:
YVONNE SPENCE
City Clerk

By: 
Deputy 10/7/2014

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney

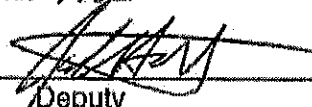
By: 
Supervising Deputy Date 10/6/14

Address: City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CITY OF CLOVIS


By: 
Matthew Basgall, Chief of Police

ATTEST:
Chad Fitzgerald, Interim City Clerk

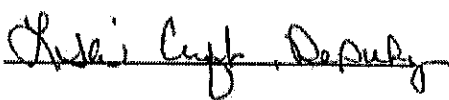

By: 
Deputy

APPROVED AS TO FORM:
Attorney for City of Clovis

COUNTY OF FRESNO

By: 
Andreas Borgeas, Chairman
Board of Supervisors

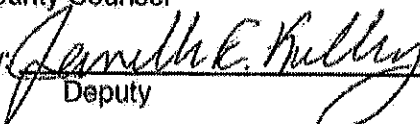
ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy


REVIEWED & RECOMMENDED
FOR APPROVAL:

By: 
Elizabeth A. Egan, District Attorney

APPROVED AS TO LEGAL FORM:
DANIEL CEDERBORG
County Counsel

By: 
Deputy

APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

By: 

Address: County of Fresno
Attn: Elizabeth Egan
Fresno County District Attorney
2200 Tulare Street, 10th Floor, STE1000
Fresno, CA 93721

By: David Wolfe
David Wolfe

Address: City of Clovis
Attn: Chief Matt Basgall
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

CITY OF MENDOTA

By: Meggin Boraman
Name: Meggin Boraman
Title: City Attorney

CITY OF FIREBAUGH

By: Elsa Lopez
Name: Elsa Lopez
Title: Chief of Police

APPROVED AS TO FORM:
Attorney for City of Mendota

By: Jerry Galvan
Name: JERRY GALVAN

Address:
City of Mendota
Attn: Chief Jerry Galvan
Mendota Police Department

APPROVED AS TO FORM:
Attorney for City of Firebaugh

By: _____
Name: _____

Address:
City of Firebaugh
Attn: Chief Elsa Lopez
Firebaugh Police Department

CITY OF KINGSBURG

By: Mike Noland
Name: MIKE NOLAND
Title: CITY ATTORNEY

APPROVED AS TO FORM:
Attorney for City of Kingsburg

By: [Signature]

Name: DREW M. BESSINGER

Address:
City of Kingsburg
Attn: Chief Drew Bessinger
Kingsburg Police Department

CITY OF HURON

By: GEORGE TUREGANO

Name: GEORGE TUREGANO

Title: CHIEF OF POLICE

APPROVED AS TO FORM:
Attorney for City of Huron

SGS 4-A
ATTACHED.

By: _____

Name: _____

Address:
City of Huron
Attn: Chief George Turegano
Huron Police Department
P.O. Box 339
Huron, CA 93234

CITY OF PARLIER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Parlier

[Signature]
Jeffrey L. Kuhn
City Attorney

By: _____

Name: _____

Address:
City of Kingsburg
Attn: Chief Drew Bessinger
Kingsburg Police Department

CITY OF HURON

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Huron

By: _____

Name: Neal Castanza

Address:
City of Huron
Attn: Chief George Turegano
Huron Police Department
P.O. Box 339
Huron, CA 93234

CITY OF PARLIER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Parlier

By: 

Name: DAVID CERDA

Address:
City of Parlier
Attn:
Parlier Police Department
8770 S. Mendocino Avenue
Parlier, CA 93648

CITY OF SANGER

By: 

Name: BRIAN HADDIX

Title: CITY MANAGER

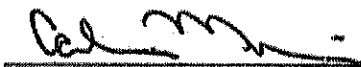
APPROVED AS TO FORM:
Attorney for City of Sanger

By: 

Name: Scott G. Cross
City Attorney

Address:
City of Sanger
Attn: Chief Silver Rodriguez
Sanger Police Department
1700 - 7th Street
Sanger, CA 93657

CITY OF COALINGA

By: 

Calvin Minor, Chief of Police

ATTEST:
Wanda Earls, City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
Attorney for City of Coalinga

By: _____

Name: _____

Address:
City of Coalinga
Attn: Chief Calvin Minor
Coalinga Police Department
270 N. 6th Street
Coalinga, CA 93210

CITY OF Kerman

By: 

Name: JOSEPH Blottn

Title: CHIEF OF POLICE

APPROVED AS TO FORM:
Attorney for City of Kerman

By: 

Name: MARK A. BLUM

Address:
City of Kerman
Attn: Chief Joseph Blohm
Kerman Police Department
850 S. Madera Avenue
Kerman, CA 93630

CITY OF REEDLEY

By: 

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Reedley

By: Scott G. Cross

Name: Scott G. Cross

Address:
City of Reedley
Attn: Chief Joe Garza
Reedley Police Department
843 "G" Street
Reedley, CA 93654

CITY OF SELMA

By: Kenneth Gray

Name: Kenneth Gray

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Selma

By: Neal Astanazo

Name: Neal Astanazo

Address:
City of Selma
Attn: Chief Greg Garner
Selma Police Department
1935 E. Front Street
Selma, CA 93662

CITY OF ORANGE COVE

By: [Signature]
Name: Gabriel Jimenez
Title: Mayor

APPROVED AS TO FORM:
Attorney for City of Orange Cove

By: [Signature]
Name: Hilda Cantu Montoya

Address:
City of Orange Cove
633 6th ST
ORANGE COVE
CA 93646

CITY OF Fowler

By: [Signature]

Name: DAVID ELIOT

Title: CITY MANAGER

APPROVED AS TO FORM:
Attorney for City of Fowler

By: [Signature]

Name: DAVID J WOLFF

Address:

City of Fowler

128 S. 5th Street
Fowler, CA 93625

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF FRESNO, CITY OF CLOVIS, CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, MENDOTA AND COUNTY OF FRESNO BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

This Agreement is made and entered into as of this 11th day of September, 2013, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as COUNTY), The CITY OF CLOVIS, a municipal corporation (hereinafter referred to as CLOVIS), and the CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, and MENDOTA acting through their respective governing bodies, (hereinafter referred to as CITIES), and the CITY OF FRESNO, a municipal corporation (hereinafter referred to as CITY).

WHEREAS, the Governor's 2012 and 2013 State Budgets allocated to local law enforcement statewide for front line law enforcement needs (the "Program"); and

WHEREAS, The Governor's budget charged the California Board of State and Community Corrections ("BSCC") with determining a formula for disbursement of the Program funds. BSCC voted to distribute funds of \$1,019,600 to Fresno County with allocation to be determined by the Fresno County Police Chief's Association, and the CITY, CLOVIS, CITIES and COUNTY have all agreed that the CITY will act as Fiscal Agent; and

WHEREAS, the State has legislatively identified these funds for a three year (3) period, and continuance of the Program is contingent upon availability of future funding, and should funding cease, all parties have the option to continue or discontinue their participation in this program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments only from current Program revenues annually appropriated and available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs/allocation of funds fairly divides Program funding and compensates the performing party for the services or functions under this Agreement, and that all parties agree to support the E-filing system through continued funding of the E-filing system; and

WHEREAS, All parties agree to use funds to support law enforcement needs regionally, and in collaboration with other police departments to address crime impacts, in partnership or collaboration with probation, employing best and promising practices, focusing on serious, violent crimes and habitually non-compliant offenders, to be supported by crime and data analysis for greatest impact and to provide evaluative information to support demonstration of outcomes, consistent with Program requirements; and

WHEREAS, E-filing will allow for cost savings for the CITY, CITIES, and CLOVIS through reduction of staff and transportation costs; and

WHEREAS, the CITY, CITIES, CLOVIS and COUNTY believe it to be in their best interests to allocate the BSCC funds on the terms herein; and

WHEREAS, the CITY, CITIES, CLOVIS and COUNTY agree to comply with all requirements of the Program and in accordance with all applicable statutes, regulations, OMB circulars, and guidelines.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, and of the mutual promises contained herein, the COUNTY OF FRESNO, CITIES, CLOVIS and CITY agree as follows:

Section 1.

The E-filing system shall consist of the following: Participating law enforcement agencies will submit cases to be criminally prosecuted through a dedicated file server maintained by the COUNTY, through the Fresno County Sheriff's Office. Each agency will have their own protected folders on the dedicated server in which agencies will place documentation required to be reviewed by COUNTY's Office of the District Attorney to initiate criminal charges. The Office of the District Attorney will have access to these folders located on the dedicated server, and will print out hard copies of the evidence and paperwork to be reviewed by the Office of the District Attorney's filing deputies. Once a filing decision has been made, the Office of the District Attorney will notify the submitting agency, and will then either file the criminal charges with the court, send the case back to the submitting agency for further investigation, or reject the request for criminal charges.

Section 2.

This Agreement is intended to set forth the distribution of the Fiscal Years 2013 through 2015 Program allocation only. CITY will make its best efforts to distribute Program funds pursuant to this Agreement by September 1, 2013, or upon the execution of this Agreement by all parties, whichever is later. This Agreement may be amended to provide for future Program allocations. This funding will cover, at a minimum, the Office of the District Attorney's costs of the E-filing system for the fiscal years 2014-2016, as outlined in Exhibit A.

In the event Program funding ceases, CITY, CITIES & CLOVIS shall be responsible to fund their proportionate share of the cost of the E-filing system, such proportionate share to be determined by the number of cases CITY, CITIES & CLOVIS submits for review to the Office of the District Attorney. In the alternative, a party may opt out of the E-filing system. If the number of parties opting out of the E-filing system is such that there are insufficient funds allocated to achieve the operational requirements of the E-filing system, as determined by the Office of the District Attorney, the Office of the District Attorney may, upon its option, discontinue the E-filing program. All other costs incurred by any party as a result of this Agreement shall be the sole responsibility of that party.

Section 3

This Agreement may be terminated by any party, without cause, upon the giving of thirty (30) days advanced written notice to the other parties of an intention to terminate. Upon any such termination, any unused Program funds and equipment of the terminating party will be returned to the Fiscal Agent based on generally accepted accounting principles.

Section 4.

Contingent upon State funding being available, the CITY agrees to allocate to the COUNTY an amount of Program funds to cover costs associated with the implementation of the

E-Filing system by the Office of the District Attorney; to include the hiring of eight (8) staff assistants and one supervising office assistant as employees of the Office of the District Attorney, printers, network fees and associated costs, office supplies and materials toward the implementation of the e-filing processes, in the amount for year one of \$488,623, such amount and costs shown in Exhibit A.

Section 5.

Contingent upon State funding being available, The CITY agrees to allocate to the City of CLOVIS Police Department the amount of \$82,300 of Program funds for the hiring of a Crime Analyst as an employee of the Clovis Police Department to develop and maintain an active data base that can be shared regionally between municipalities, training and other operational needs to include hardware, software and data sharing capabilities. Costs are shown in Exhibit A under CLOVIS.

Section 6.

Contingent upon State funding being available, The CITY shall use the remaining \$448,677 of Program funds to hire Crime Analysts and purchase software and hardware necessary for the Crime Analysts related to Quantitative Social Science data analysis and collection. CITY will hire five (5) Crime Analysts as employees of the Fresno Police Department to develop and maintain an active database to be shared regionally between municipalities. One of the five Crime Analysts will be housed at the Kingsburg Police Department and be supervised by a Kingsburg supervisor; the position will specifically focus on Eastern Cities in the County. The four other Crime Analysts will be housed at the Fresno Police Department and supervised by a Fresno Police supervisor; three of these four Crime Analysts will be focused on Fresno metropolitan crime data; the other of these four Crime Analysts will be housed in the Fresno Police Department and address Western Cities in the County. Funds will also be allocated toward training in the collection and dissemination of crime analysis and provide systematic analysis for identifying and analyzing patterns and trends in crime and disorder, and for costs associated with the development and operational needs of the program. Costs are shown in Exhibit A under CITY.

Section 7.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY, COUNTY, CITIES, or CLOVIS other than claims for which liability may be imposed by the California Tort Claims Act.

Section 8.

For the purpose of this section, PUBLIC ENTITY shall be defined to include COUNTY, CITIES, and CLOVIS.

PUBLIC ENTITY shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the CITY, PUBLIC ENTITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of PUBLIC ENTITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

CITY shall indemnify, hold harmless and defend PUBLIC ENTITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, PUBLIC ENTITY or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

In the event of concurrent negligence on the part of PUBLIC ENTITY or any of its officers, officials, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this Agreement.

Section 9.

The parties are acting in an independent capacity. Each of the parties agrees that it, including any and all of its officers, agents, and/or employees, shall have absolutely no right to employment rights and benefits available to the other party's employees. Each party shall be solely liable and responsible for providing to, or on behalf of, its own officers, agents, and/or employees all legally and contractually required employee benefits. In addition, each party shall be solely responsible and save the other party harmless from all matters relating to payment of each party's employees, including, but not limited to, compliance with applicable social security withholding and all other regulations governing such matters. Further and without limitation, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 10.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 11.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 12.

Any and all notices between the parties provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to each party, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to each party at the address provided on the signature page of this Agreement.

Section 13.

Each party shall at any time during business hours, and as often as each party may reasonably deem necessary, make available to each other for examination all of its records and data with respect to the matters covered by this Agreement for a period of three (3) years

following Program expiration. If payments made pursuant to this Agreement exceed ten thousand dollars \$(10,000.00), the parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under this Agreement (Government Code section 8546.7).

Section 14.

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

Section 15.

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

Section 16.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, negotiations, proposals, commitments, writing, advertisements, publications, and understandings of any nature whatsoever on the subject matter hereof unless expressly included in this Agreement. Any amendment must be in writing and approved by all parties.

Section 17.

Each party represents that it and the person signing on its behalf has full authority to execute and enter into this Agreement. This Agreement may be executed in counterparts.

- **This Agreement is subject to ratification by the approval of the Fresno City Council, Clovis, Huron, Coalinga, Firebaugh, Orange Cove, Reedley, Parlier, Kerman, Kingsburg, Fowler, Selma, Sanger, Mendota City Council and the Fresno County Board of Supervisors.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California as of the day and year first hereinabove written.

CITY OF FRESNO

By:


Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:
YVONNE SPENCE
City Clerk

By:


Deputy

10/4/2013

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney

By:


Supervising Deputy

Date 10/3/13

Address: City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CITY OF CLOVIS

By:


Janet Davis, Chief of Police

ATTEST:
Chad Fitzgerald, Interim City Clerk


By:


Deputy

→ Robt Woolley
City Manager

COUNTY OF FRESNO

By:


Henry Perea, Chairman
Board of Supervisors

9/17/13

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By:


Kellie Hancock, Deputy

REVIEWED & RECOMMENDED
FOR APPROVAL:

By:


Elizabeth Egan, District Attorney

APPROVED AS TO LEGAL FORM:
KEVIN BRIGGS
County Counsel

By:


Deputy

8-22-13

APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

By:


Vicki Crow

Address: County of Fresno
Attn: Elizabeth Egan
Fresno County District Attorney
2200 Tulare Street, 10th Floor, STE1000
Fresno, CA 93721

APPROVED AS TO FORM:
Attorney for City of Clovis

By: David Wolfe
David Wolfe

Address: City of Clovis
Attn: Chief Janet Davis
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

CITY OF MENDOTA

By: Donald F. Pawley
Name: Donald F. Pawley
Title: Interim City Manager

APPROVED AS TO FORM:
Attorney for City of Mendota

By: Meggin Beranian
Name: Meggin Beranian

Address:
City of Mendota
Attn: Chief Jerry Galvan
Mendota Police Department

FOR APPROVAL:

By: Margaret Mims
Margaret Mims, Sheriff

Address:
County of Fresno
Attn: Margaret Mims, Sheriff
Fresno County Sheriff's Department
2200 Fresno Street
Fresno, CA 93717

CITY OF FIREBAUGH

By: Elsa Lopez
Name: Elsa Lopez
Title: Chief of Police

APPROVED AS TO FORM:
Attorney for City of Firebaugh

By: David Wolfe, Lorzano Smith
Name: David Wolfe, Lorzano Smith

Address:
City of Firebaugh
Attn: Chief Elsa Lopez
Firebaugh Police Department

CITY OF KINGSBURG

By: Jeff Dunn

Name: JEFF DUNN

Title: POLICE CHIEF

APPROVED AS TO FORM:
Attorney for City of Kingsburg

By: Michael J. Noland

Name: Michael J. Noland

Address:
City of Kingsburg
Attn: Chief Jeff Dunn
Kingsburg Police Department

CITY OF HURON

By: G. Arida

Name: G. Arida

Title: Ct. Mgr

APPROVED AS TO FORM:
Attorney for City of Huron

By: Neel Costanzo

Name: Neel Costanzo

Address:
City of Huron
Attn: Chief of Police
Huron Police Department
P.O. Box 339
Huron, CA 93234

CITY OF PARLIER

By: _____

Name: DAVID C. L. A. O. (C) /

Title: CHIEF OF POLICE

APPROVED AS TO FORM:
Attorney for City of Parlier

By: Det. J. W. Smith

Name: David Walter Lozano Smith

Address:
City of Parlier
Attn: Chief OF Police
Parlier Police Department
8770 S. Mendocino Avenue
Parlier, CA 93648

CITY OF SANGER

By: [Signature]

Name: Charles Brian Haddix

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Sanger

By: Det. J. W. Smith

Name: David Walter Lozano Smith

Address:
City of Sanger
Attn: Chief Silver Rodriguez
Sanger Police Department
1700 - 7th Street
Sanger, CA 93657

CITY OF COALINGA

By: Calvin Minor
Calvin Minor, Chief of Police

~~ATTEST:
Wanda Earls, City Clerk~~

By: _____
Deputy

APPROVED AS TO FORM:
Attorney for City of Coalinga

By: David Walter

Name: David Walter, Lozano Smith

Address:
City of Coalinga
Attn: Chief Calvin Minor
Coalinga Police Department
270 N. 6th Street
Coalinga, CA 93210

CITY OF KERMAN

By: Luis Patlan

Name: _____
Luis Patlan

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Kerman

By: Mark A. Blum

Name: MARK A. BLUM

Address:
City of Kerman
Attn: Chief Joseph Blohm
Kerman Police Department
850 S. Madera Avenue
Kerman, CA 93630

CITY OF REEDLEY

By: [Signature]

Name: Nicole Beba

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Reedley

By: [Signature]

Name: David Wiker, Luzano Smith

Address:
City of Reedley
Attn: Chief Joe Garza
Reedley Police Department
843 "G" Street
Reedley, CA 93654

CITY OF SELMA

By: [Signature]

Name: D-B HEISSER

Title: City Manager

APPROVED AS TO FORM:
Attorney for City of Selma

By: [Signature]

Name: Heal Postano

Address:
City of Selma
Attn: Chief Greg Garner
Selma Police Department
1935 E. Front Street
Selma, CA 93662

CITY OF ORANGE COVE

By: 

Name: SAMUEL ESCOBAR

Title: CITY MANAGER

APPROVED AS TO FORM:

Attorney for City of Orange Cove

By: 

Name: Hilda Cantu Montoy

Address:

City of Orange Cove

1033 Sixth Street
Orange Cove, CA 93646

CITY OF FOWLER

By: 

Name: DAVID ELIAS

David Elias

Title: CITY MANAGER

APPROVED AS TO FORM:

Attorney for City of Fowler

By: 

Name: DAVID WALTER

Address:

City of Fowler

Attn: City Manager, David Elias

Fowler Police Department

EXHIBIT A	Qty	Cost	Year 1
COUNTY			
Fresno County District Attorney			
Staff Assistant /salary with fringe	8	39,395.65	315,165.20
Supervising Office Assistant	1	81,812.00	81,812.00
Rental Desk top computer with network	9	1,941.96	17,477.64
19" flat screen monitor	9	192.86	1,735.74
Voice Over IP phone	9	138.24	1,244.16
O&M for county vehicle	1	7,800.00	7,800.00
Laser Printer	3	5,620.00	16,860.00
Kyocera FS C865ODN cost per page black and white	1	7,220.00	7,220.00
Kyocera FS C865ODN cost per page color	1	8,543.36	8,543.36
Printer LAN charge/connection Fee (\$39.73/mo/device	3	476.76	1,430.28
Printer I-Net Line Charge/network Fee (\$16.18/mo/device	3	194.16	582.48
File Server (1TB@9.3081/GB)(split drive & mirror)	2	9,531.50	19,063.00
Paper supplies	300	31.80	9,540.00
Stapler heavy duty	1	96.45	96.45
Staples/office supplies	26	2.03	52.78
Total			488,623.09
City of Clovis			
Crime Analysts / salary with fringe	1	73,300.00	73,300.00
<i>Clovis is based on FPD projected salary, it may vary slightly as their fringe base is less; any adjustment may be used for operational costs</i>			
Hard ware and software necessary for data collection and sharing, and training		9,000.00	9,000.00
Total			82,300.00
Fresno City Police Department			
Crime Analysts / salary with fringe	5	73,300.00	366,500.00
Hard ware and software necessary for data collection and sharing			50,000.00
Program Development, training and Operational costs			21,892.54
Training			10,284.37
Total			448,676.91
Total			1,019,600.00



Index 5942
PCA 59420
Source Code 125700-06

OFFICE OF THE STATE FIRE MARSHAL
RETAIL FIREWORKS LICENSE APPLICATION
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

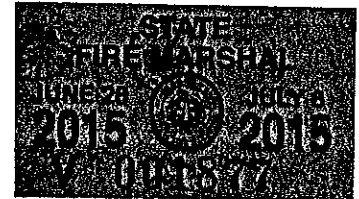
Licensee	Apostolic Faith Tabernacle #1
Stand Location	1145 Park Blvd.
City, State & Zip	Orange Cove, CA
County	Fresno
LOCAL CONTACT PERSON	
Name	Cassy Sherman
Phone ()	(559) 459-0610

-Notice-
**COPY OF THIS NOTICE MUST BE POSTED AT STAND
WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

Name	Apostolic Faith Tabernacle #1
Address	2551 Tenaya Dr.
City, State & Zip	Modesto, CA 95354



Ricki Conder
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	Orange Cove F.P.D.
Address	SSO Center St.
City, State & Zip	Orange Cove, CA 93646

Signature of Applicant

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2015

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

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

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE: (A/C No, Ext): 216-658-7100 FAX: (A/C No): 216-658-7101 E-MAIL: info@brittongallagher.com ADDRESS: info@brittongallagher.com														
INSURED B J Alan Company Big Bear Fireworks, Inc. Phantom Fireworks, Inc. 855 Martin Luther King Jr Blvd Youngstown OH 44502	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Everest Indemnity Insurance Co.</td><td>10851</td></tr><tr><td>INSURER B: Maxum Indemnity Company</td><td>26743</td></tr><tr><td>INSURER C: Axis Surplus Ins Company</td><td>26620</td></tr><tr><td>INSURER D: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Everest Indemnity Insurance Co.	10851	INSURER B: Maxum Indemnity Company	26743	INSURER C: Axis Surplus Ins Company	26620	INSURER D: Everest National Insurance Company	10120	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 1487070207

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Owned Stand <input type="checkbox"/> End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		SI8GL00843-141	10/30/2014	10/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$500,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00095-141	10/30/2014	10/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC8025343-01	10/30/2014	10/30/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		EAU784017	10/30/2014	10/30/2015	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Products Liability extends only to products purchased from BJ Alan Company or Diamond Sparkler Co.
The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions and exclusions.
LOCATION: 1145 PARK BLVD, ORANGE COVE, CA
PROPERTY OWNER: ERNEST JUNG / A & C MARKET
MUNICIPALITY: CITY OF ORANGE COVE

CERTIFICATE HOLDER

CANCELLATION

APOSTOLIC FAITH TABERNACLE #1 PASTOR APPLGARTH - CHAIRPERSON 416 3RD ST ORANGE COVE CA 93646	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

TO: CITY CLERK
LOCAL FIRE AGENCY
AND / OR OTHER INTERESTED PARTIES

PROPERTY PERMISSION USE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, OWNER AND / OR CONTROLLING PARTY, OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

Apostolic Faith Tabernacle #1

AND PHANTOM FIREWORKS INC., THE USE OF THE PROPERTY LOCATED AT:

1145 Park Blvd. APN: _____

CITY OF: Orange Cove COUNTY OF: Fresno

FOR THEIR 2015 & 2016 FIREWORKS SEASON.

THE ORGANIZATION AND / OR PHANTOM FIREWORKS INC., AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE WITHIN 5 DAYS OF CLOSE OF THE SEASON.

Ernest Jung

NAME - PLEASE PRINT

(PROPERTY OWNER/CONTROLLER OF PROPERTY)

SIGNATURE

DATED: _____ 2015 AT Orange Cove CA.

PROPERTY OWNER: PLEASE INDICATE BELOW THE NAME OF THE ADDITIONAL INSURED AND HOW YOU WISH YOUR CERTIFICATE OF INSURANCE TO READ.

ADDITIONAL
INSURED:

CERTIFICATE OF INSURANCE TO BE MAILED TO: Ernest Jung

P.O. Box 279

Orange Cove, CA 93646

PHONE (559) 676-7635

CERTIFICATE OF INSURANCE WILL BE MAILED PRIOR TO ERECTING OF STANDS AND THE SALE OF ANY MERCHANDISE.

PHANTOM FIREWORKS, INC.
2351 TENAYA DRIVE
MODESTO, CA 95356
1-800-733-7771



Index 5942
PCA 59420
Source Code 125700-06

OFFICE OF THE STATE FIRE MARSHAL
RETAIL FIREWORKS LICENSE APPLICATION
(Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
Sacramento, CA 95811
(916) 445-8373

RETAIL FIREWORKS LICENSE

Licensee	<u>Apostolic Faith Tabernacle #2</u>
Stand Location	<u>Lot 5-10 Park Blvd.</u>
City, State & Zip	<u>Orange Cove, CA</u>
County	<u>FRESNO</u>
LOCAL CONTACT PERSON	
Name	<u>Cathy Sherman</u>
Phone ()	<u>(559) 459-0610</u>

-Notice-
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WITH A COPY OF THE LOCAL PERMIT**

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MAILING ADDRESS OF LICENSEE

Name	<u>Apostolic Faith Tabernacle #2</u>
Address	<u>2351 Tenaya Dr.</u>
City, State & Zip	<u>Modesto, CA 95354</u>



Richie Conder
Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept.	<u>Orange Cove F.P.D.</u>
Address	<u>550 Center St.</u>
City, State & Zip	<u>Orange Cove, CA 93646</u>

Signature of Applicant

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2015

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COVERAGES

CERTIFICATE NUMBER: 551150592

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Owned Stand End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		SI8GL00643-141	10/30/2014	10/30/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		SI8CA00095-141	10/30/2014	10/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXC6025343-01	10/30/2014	10/30/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		EAU784017	10/30/2014	10/30/2015	Each Occ/ Aggregate \$5,000,000 Total Limits \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Products Liability extends only to products purchased from BJ Alan Company or Diamond Sparkler Co.
The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions and exclusions.

LOCATION: LOT 5-10 PARK BLVD, ORANGE COVE, CA

PROPERTY OWNER: FRANCISCO FIGUEROA

MUNICIPALITY: CITY OF ORANGE COVE

CERTIFICATE HOLDER**CANCELLATION**

APOSTOLIC FAITH TABERNACLE #2
PASTOR APPLLEGARTH - CHAIRPERSON
416 3RD ST
ORANGE COVE CA 93646

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

AUTHORIZED REPRESENTATIVE

TO: CITY CLERK
LOCAL FIRE AGENCY
AND / OR OTHER INTERESTED PARTIES

PROPERTY PERMISSION USE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, OWNER AND / OR CONTROLLING PARTY, OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

Apostolic Faith Tabernacle #2

AND PHANTOM FIREWORKS INC., THE USE OF THE PROPERTY LOCATED AT:

Lot 5-10 Park Blvd. APN: _____

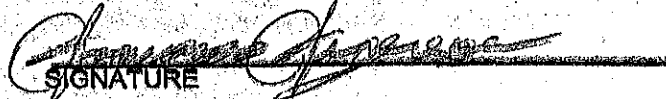
CITY OF: Orange Cove COUNTY OF: Fresno

FOR THEIR 2015 & 2016 FIREWORKS SEASON.

THE ORGANIZATION AND / OR PHANTOM FIREWORKS INC., AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE WITHIN 5 DAYS OF CLOSE OF THE SEASON.

Francisco Figueroa

NAME - PLEASE PRINT
(PROPERTY OWNER/CONTROLLER OF PROPERTY)


SIGNATURE

DATED: _____ 2015 AT Orange Cove CA.

PROPERTY OWNER: PLEASE INDICATE BELOW THE NAME OF THE ADDITIONAL INSURED AND HOW YOU WISH YOUR CERTIFICATE OF INSURANCE TO READ.

ADDITIONAL
INSURED:

CERTIFICATE OF INSURANCE TO BE MAILED TO: Francisco Figueroa

140 6th St.

Orange Cove, CA 93646

PHONE: (559) 676-7635

CERTIFICATE OF INSURANCE WILL BE MAILED PRIOR TO ERECTING OF STANDS AND THE SALE OF ANY MERCHANDISE.

PHANTOM FIREWORKS, INC.
2351 TENAYA DRIVE
MODESTO, CA 95356
1-800-733-7771