



SPECIAL COUNCIL MEETING AGENDA

Victor P. Lopez, Mayor

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

Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member

THURSDAY, FEBRUARY 10, 2022 - 6:30 P.M.

TELECONFERENCE ONLY

(CALL 1-720-740-9780 ACCESS CODE 1060550#)

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. Council Minutes of January 19, 2022
2. January 2022 City Warrants
3. Approve Rick Alonso Member of the Planning Commission as the Planning Commission Chairman
4. Approve Resolution No. 2022-08 Continuing Funding Application with the California Department of Education to provide child care and development services for Fiscal Year 2022-23

D. Administration

City Engineer

- 5 **SUBJECT:** Monthly update report on City Projects Presented by City Engineer Alfonso Manrique.

Recommendation: Informational item Only

6. **SUBJECT:** Approve Cost Proposals from Cartozian Air Conditioning and Heating Inc., and Flat Roof Pros for the HVAC and Roofing Repairs to the Victor P. Lopez Community Center

Recommendation: Council to approve Resolution No. 2022-05 Cost Proposal from Cartozian Air Conditioning and Heating Inc. dated December 26, 2021
Cost Proposal from Flat Roof Pros dated January 3, 2022

7. **SUBJECT:** Submittal of Applications for CalRecycle Grants

Recommendation: Staff recommends that City Council approve Resolution No. 2022- 06 authorizing the submittal of applications for all grants administered by the Department of Resources Recycling and Recovery (CalRecycle) for which the City is eligible, and authorize the Interim City Manager, or designee, to execute all agreements applicable to CalRecycle grants, effective for five years from the date of adoption of the Resolution

8. **SUBJECT:** Scope of Services Agreement with Mountain Valley Environmental Services, Inc. to Perform Wastewater Operation Services on a Month-to-Month Basis

Recommendation: Council to approve Resolution No. 2022-07 Scope of Services Agreement for Chief Plant Operator for the City of Orange Cove Wastewater Treatment Facility

Chief of Police:

9. **SUBJECT:** Monthly Activity Report by Police Chief Marty Rivera

Recommendation: Informational Item Only

Public Works Department

10. **SUBJECT:** Monthly update report on Public Works Department by Interim Public Works Superintendent Andy Valencia

Recommendation: Informational Item Only

Planning Department

11. **SUBJECT:** Monthly update report on City Projects Presented by Planner Shun Patlan

Recommendation: Informational Item Only

Interim City Manager:

- 12. SUBJECT:** Financial Updates

Recommendation: Informational Item Only

- 13. SUBJECT:** Memorandum of Understanding between the County of Fresno and The City of Orange Cove "Annexation and Tax Sharing Agreement"

Recommendation: City Council to approve the amended Memorandum of Understanding (MOU) regarding Annexation and Tax Sharing Agreement with Fresno County

E. Public Forum

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

F. City Manager's Report

G. City Attorney's Report

H. City Council Communications

I. Closed Session:

- 14.** Conference with Legal Counsel
Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b)(2)
- 15.** Performance Evaluation pursuant to Government Code Section 54957:
Title: City Attorney
- 16.** Public Employee – Discipline, Release and Complaint pursuant to Government Code Section 54957

J. Reconvene Council Meeting

K. Adjournment

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

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

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

1. All remarks shall be addressed to the City Council as a whole and not to any single member, unless in response to a question from a member of the City Council.
2. A person who addresses the City Council under public comment for a specific agenda item or under the Public Forum section of the agenda may not engage in speech or conduct (i) which is likely to provoke others to violent or riotous behavior, (ii) which disturbs the peace of the meeting by loud and unreasonable noise, (iii) which is irrelevant or repetitive, or (iv) which disrupts, disturbs, or otherwise impedes the orderly conduct of any City Council meeting.
3. A person, other than members of the Council and the person, who has the floor, shall not be permitted to enter into the discussion unless requested by the mayor to speak.
4. Members of the City Council may not interrupt a person who has the floor and is making public comments. Members of the City Council shall wait until a person

completes his or her public comments before asking questions or commenting. The mayor shall then ask Councilmembers if they have comments or questions.

5. No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting.

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

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

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

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



MINUTES SPECIAL MEETING

Victor P. Lopez, Mayor

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

**Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member**

WEDNESDAY, JANUARY 19, 2022 – 5:30 P.M.

**TELECONFERENCE ONLY
(CALL 720-740-9780 ACCESS CODE 1060550#)**

A. Call to Order/Welcome

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

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

Invocation Mayor Pro Tem Silva

Flag Salute Mayor Lopez

B. Confirmation of Agenda

No Changes

C. Consent Calendar

City Council & Successor Agency:

6. **SUBJECT:** Recognized Obligation Payment Schedule 22-23 for the July 1, 2022 through June 30, 2023 period and Administrative Budget for Fiscal Year 2022-23

Recommendation: Council to Adopt the following Resolutions:

- a. Resolution No. 2022-01 Approving a Contract with RSG, Inc. to provide Consulting Services to the Successor Agency through Fiscal Year 2022-23
- b. Resolution No. SA 2022-01 Approving the Successor Agency's Recognized Obligation Payment Schedule and Administrative Budget for Fiscal Year 2022-23

Upon the motion by Mayor Pro Tem Silva, and seconded by Councilman Rodriguez, the City Council approved Resolution No. 2022-01 and the Successor Agency approved Resolution No. SA 2022-01 as presented.

Yes: Lopez, Silva, Rodriguez, Cervantes, Rodriguez
No: None
Abstain: None
Absent: None

E. Public Forum

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

None

F. City Manager's Report

None

G. City Attorney's Report

None

H. City Council Communications

None

I. Adjournment

Mayor Lopez adjourned the Council Meeting at 6:25 p.m.

Presented to Council: _____

Action: _____

REPORT.: Feb 01 22 Tuesday
 RUN....: Feb 01 22 Time: 10:31
 Run By.: CWS Personnel

CITY OF ORANGE COVE
 Cash Disbursement Detail Report
 Check Listing for 01-22 thru 01-22 Bank Account.: 1010

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047569	01/04/22	ANI01	ANIMAL CARE EQUIPMENT & S	-104.28	92214u	Ck# 047569 Reversed
047594	01/05/22	NBS00	NAVIA BENEFIT SOLUTIONS	-45.90	10366932u	Ck# 047594 Reversed
047604	01/27/22	TRE01	MID-VALLEY PUBLISHING INC	-29.75	03235981Nu	Ck# 047604 Reversed
047669	01/12/22	LOP16	DAVID LOPEZ	-58.36	09/23/21u	Ck# 047669 Reversed
047814	01/03/22	FUT01	FUTURE FORD OF CLOVIS	-590.95	11/11/21u	Ck# 047814 Reversed
047962	01/04/22	ANI01	ANIMAL CARE EQUIPMENT & S	104.28 157.63	92214y 01/13/22	Ck# 047962->047569 Replacement MEDICAL REIMBURSEMENT
Check Total.....:				261.91		
047963	01/04/22	AFLAC	AFLAC	1851.78	535493	AFLAC INSURANCE PREMIUMS PAYABLE INV #535493
047964	01/04/22	AOL01	ALERT-O-LITE	1433.33	0095613IN	STREET STRIPING SU/EPLYS INV #0095613-IN
047965	01/04/22	APG00	APGN INC., dba APG-NEUROS	1501.12	14647	PREVENTIVE MAINTENANCE ASSET-FILTER PADS
047966	01/04/22	BES05	BEST UNIFORMS	30.33	42882	OFFICER'S UNIFORM ALLOWANCE INV #42882
047967	01/04/22	BOG01	BOGIE'S PUMP SYSTEM	8826.37	14115	EMERGENCY PUMP REPLACEMENT-ESTIMATE #14115
047968	01/04/22	COL03	COLLINS & SCHOETTLER	201.25	1257	PLANNING CONSULTANT INV #1257
047969	01/04/22	DIO00	DIONICIO RODRIGUEZ JR.	1200.00	0010339	PROFESSIONAL SERVS. FOR WTP-DECEMBER 2021
047970	01/04/22	HES01	HOLLOWAY ENVIROMENTAL SOL	5500.00	1645	PLANT BIO SOLIDS REMOVAL INV #1645
047971	01/04/22	KOEFR	KOEFRAN INDUSTRIES, INC.	205.00 205.00 205.00 205.00 205.00 205.00 205.00 205.00 205.00 205.00	000442654 000448081 000457543 000462352 000466041 000469732 000474010 000479058 000481747 000486587	ANIMAL SHELTER FEES INV #0000442654 ANIMAL SHELTER FEES INV #0000448081 ANIMAL SHELTER FEES INV #0000457543 ANIMAL SHELTER FEES INV #0000462352 ANIMAL SHELTER FEES INV #0000466041 ANIMAL SHELTER FEES INV #0000469732 ANIMAL SHELTER FEES INV #0000474010 ANIMAL SHELTER FEES INV #0000479058 ANIMAL SHELTER FEES INV #0000481747 ANIMAL SHELTER FEES INV #0000486587
Check Total.....:				2050.00		
047972	01/04/22	OCL02	ORANGE COVE LIQUOR	4683.94	NOV. 2021	GAS FOR POLICE DEPT.
047973	01/04/22	PAT07	ENCARNACION PATIAN	76.49	12/27/21	MILEAGE REIMBURSEMENT

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047974	01/04/22	PUR01	PURCHASE POWER	632.20	11/14/21	LEASING CHARGES ACCT #8000-9000-0619-36620
047975	01/04/22	TOF01	THE OFFICE CITY	215.91	IN1721287	OFFICE SUPPLIES FOR ALL DEPTS. #IN-1721287
047976	01/04/22	UWB01	UNWIRED BROADBAND	249.99	01231613	COMMUNICATION INV #INV01231613
047977	01/05/22	NBS00	NAVIA BENEFIT SOLUTIONS	45.90	10366932y	Ck# 047977->047594 Replacement
047978	01/07/22	ASI00	ASI ADMINISTRATIVE SOLUTI	754.00	A1016267	MONTHLY MEDICAL ADMIN. FEES INV A1016267
047979	01/07/22	BEAT1	BEATWEAR, INC.	175.77	6990	OFFICERS UNIFORM ALLOWANCE INV #6990
				.00	19745y	Ck# 047871->047573 Replacement
				.00	19777y	Ck# 047871->047573 Replacement
				.00	20034y	Ck# 047871->047573 Replacement
			Check Total.....:	175.77		
047980	01/07/22	CDTFA	CALIFORNIA DEPARTMENT OF	1723.41	11/12/21	WATER RIGHTS FEE ACCT #094-000145
047981	01/07/22	FOO02	FOOTHILL AUTO TRUCK & AG	7.88	904041	SINGLE KEY INV #904041
				37.72	904358	PROPANE FUEL INV #904358
				7.88	904381	SINGLE SIDE KEY INV #904381
				64.61	904747	SEAL LD ACID BATTERY INV #904747
			Check Total.....:	118.09		
047982	01/07/22	LAW04	LAW & ASSOCIATES INVESTIG	600.00	2182	BACKGROUND INVESTIGATION INV #2182
047983	01/07/22	NAP01	NAPA AUTO PART	15.65	906420	FLEET SUPPLIES HEADLIGHTS INV #906420
047984	01/07/22	NBS00	NAVIA BENEFIT SOLUTIONS	45.90	10355123	MONTHLY COBRA FEES 5-31-21 INV #10355123
				45.90	10361038	MONTHLY COBRA FEES 6-30-21 INV #10361038
				.00	10366932y	Ck# 047977->047594 Replacement
				47.25	10375992	MONTHLY COBRA FEES 6-31-21 INV #10375992
				47.25	10387431	BASE MONTHLY FEE INV #10387431
			Check Total.....:	186.30		
047985	01/07/22	PAR32	PARRA, DANIEL	106.85	12/18/21	MARKO K-9 DOG FOOD
047986	01/07/22	QUI05	QUILL CORPORATION	190.24	21520549	OFFICE SUPPLIES FOR PD INV #21520549
				6.47	21527175	OFFICE SUPPLIES FOR PD INV #21527175
			Check Total.....:	196.71		
047987	01/07/22	SWRCB	SWRCB	11773.35	LW1033623	WATER SYSTEM ANNUAL FEES INV #LW-1033623
047988	01/07/22	TLN01	THE LINCOLN NATIONAL LIFE	693.93	122121	EMPLOYEES LIFE INSURANCE 01/01/22-01/31/22

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
047988	01/07/22	TLN01	THE LINCOLN NATIONAL LIFE	1230.46	AUG 2021	EMPLOYEES LIFE INURANCE COVERAGE 08/01/21-08/31/21
Check Total.....:				1924.39		
047989	01/07/22	RR001	ROY RODRIGUEZ	174.11	01/07/21	MEDICAL REIMBURSEMENT
047990	01/07/22	OCL02	ORANGE COVE LIQUOR	4372.02	01/06/22	GAS,OIL, & LUBE POLICE DE
047991	01/12/22	LOP16	DAVID LOPEZ	58.36	09/23/21y	Ck# 047991->047669 Replacement
047992	01/19/22	AOL01	ALERT-O-LITE	780.75	0094601IN	STREET STRIPING SUPPLIES INV #0094601-IN
047993	01/19/22	APV01	ARAMARK- ACCOUNTS RECEIVA	58.51 50.36 40.21	000071847 000071848 000071874	JANITORIAL SUPPLIES FOR WTP INV #258000071847 JANITORIAL SUPPLIES FOR CITY YARD #258000071848 JANITORIAL SUPPLIES FOR CITY HALL #258000071874
Check Total.....:				149.08		
047994	01/19/22	AS100	ASI ADMINISTRATIVE SOLUTI	131.23	01-03-22	MONTHLY CHECK REGISTER 1/3/22-1/7/22 FEES
047995	01/19/22	ATTM2	FIRSTNET - AT&T MOBILITY	945.92	X12192021	FIRSTNET-MONTH DECEMBER ACCT #287287201576
047996	01/19/22	BMI01	BADGER METER, INC	422.40 422.64 423.12	80068686 80074119 80088194	BEACON FIXED NETWORK SERVICES INV #80068686 BEACON FIXED NETWORK SERVICES INV #80074119 BEACON FIXED NETWORK SERVICES INV #80088194
Check Total.....:				1268.16		
047997	01/19/22	BSK01	BSK ASSOCIATES	1152.00	AE24428	WATER SAMPLES FOR WTP INV #AE24428
047998	01/19/22	BWS01	BARTLE WELLS ASSOCIATES	180.00	588A-1001	ASSIST STAFF WITH AB602 REGARDING DEVEL IMPACT FEE
047999	01/19/22	CAR02	CARTOZIAN AIR CONDITIONIN	288.44 654.88 270.68 194.29 89.59 178.25 650.00	17755 17756 17757 17758 17759 17782 17783	AIR & HEATING SEASONAL SERVICES FOR PD INV #17755 AIR & HEATING SEASONAL SERVICES JAL DAYCARE #17756 AIR AND HEATING SEASONAL SERVICES CITY HALL #17757 AIR AND HEATING SEASONAL SERVICES @ SENIOR CENTER AIR AND HEATING SEASONAL SERVICE INV #17759 AIR & HEATING SEASONAL SERVICES FOR WWTW #17782 REPAIRS ON HEATER FOR WTP INV 17783
Check Total.....:				2326.13		
048000	01/19/22	CDWG1	CDW GOVERNMENT, INC	1085.65 133.76	K867948 L647039	HAVIS FORD UTILITY (X2) INV #K867948 PANASONIC SCREEN SUPPORT INV #L647039
Check Total.....:				1219.41		
048001	01/19/22	CHAA1	CHAPA'S AUTOMOTIVE	488.48	11295	BRAKE PADS & BRAKE ROTOR INV #11295 UNIT# 15-01

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048001	01/19/22	CHAA1	CHAPA'S AUTOMOTIVE	582.33 815.61 176.39 697.13 234.10	11296 11297 11298 11300 11301	PURGE VALVE, BRAKE ROTOR & BRAKE PADS INV #11296 ALTERNATOR, SERPENTINE BELT & BELT UNIT# 15-03 BATTERY UNIT# 15-01 INV #11298 CANISTER PURGE VALVE UNIT# 15-03 INV #11300 BATTERY UNIT# 15-02 INV #11301
			Check Total.....:	2994.04		
048002	01/19/22	COOK1	COOK'S COMMUNICATION	15090.32 15690.96 250.00 250.00 26.25 83.14	149740 149868 0148776 8/17/21 12/31/21 AUG 17 21	NEW UNIT INSTALL 21-09 INV #149740 NEW UNIT INSTALL 21-10 INV #149868 RETO FIT BUNIT 15-05 MDT INV #148776 RETO FIT UNIT 15-03 MDT INV #148724 FINANCE CHARGE KENWOOD NC SPEAKER MIC #148720
			Check Total.....:	31390.67		
048003	01/19/22	CP001	COVE PRINTING	194.36	61746	BUSINESS CARDS INV #61746
048004	01/19/22	DLC01	DYNABA LUMBER CO	34.96 14.34 167.69	359390 359391 368338	COLSET REPAIR KIT JULIA DAY CARE INV #359390 DOOR KNOB FOR CITY HALL INV #359391 PAINT SUPPLIES FOR STAGE AT EATON PARK INV #368338
			Check Total.....:	216.99		
048005	01/19/22	DOJ01	DEPARTMENT OF JUSTICE	57.00	551057	FINGERPRINTS INV #551057
048006	01/19/22	FCSFF	FRESNO COUNTY SHERIFF	12992.44 12992.44	SO18938 SO18977	DISPATCHING SERVICES INV #SO18938 DISPATCHING SERVICES INV #SO18977
			Check Total.....:	25984.88		
048007	01/19/22	FGS01	FRUIT GROWERS SUPPLY CO	16.48 18.64 35.53 21.07	92270965 92271111 92271969 92272310	FLY TRAPS FOR WTP INV #92270965 TRASH REACHER FOR FWD INV #92271111 PAINWEAR & WATER BOOTS FOR FWD INV #92271969 CEMENTROOF PATCH FOR FWD INV #92272310
			Check Total.....:	91.72		
048008	01/19/22	FWUA1	FRIANT WATER AUTHORITY	1033.29 175.97	114588 115039	2ND JJP PAYMENT JULY 2021 INV #114588 TOTAL SLDMA EXCHANGE CONTRACTORS COST-JAN, 2022
			Check Total.....:	1209.26		
048009	01/19/22	HWS01	HEALTHWISE SERVICES, LLC	50.00	000107401	KIOSK LEASE FEE INV #0000107401
048010	01/19/22	KIN07	KINGS INDUSTRIAL OCC. MED	603.00	131825	PHYSICAL EXAM BASIC FOR A. MARTINEZ INV #131825

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048011	01/19/22	KOEFR	KOEFRAN INDUSTRIES, INC.	205.00	000490139	ANIMAL SHELTER FEES INV #0000490139
048012	01/19/22	LAW04	LAW & ASSOCIATES INVESTIG	600.00	2153	BACKGROUND INVESTIGATION INV #2153
048013	01/19/22	PD001	PENA'S DISPOSAL	42488.81	DEC. 2021	DISPOSAL SERVICES-MONTH DECEMBER 2021
048014	01/19/22	PGE01	PG & E	27180.95	12/06/21	UTILITIES ELECTRICITY FOR ALL DEPARTMENTS
048015	01/19/22	QC001	QUINN COMPANY	910.27	150276122	REPAIRS ON MAN LIFT INV #W0150276122
048016	01/19/22	QUI05	QUILL CORPORATION	74.51 60.46 175.90	21403996 21404808 21782530	OFFICE SUPPLIES FOR ALL DEPTS. INV #21403996 OFFICE SUPPLIES FOR ALL DEPTS. INV #21404808 OFFICE SUPPLIES FOR PD INV #21782530
			Check Total.....:	310.87		
048017	01/19/22	RAB01	RICHARD A. BLAK, PhD	450.00 430.00	11/16/21 12/22/21	PRE-EMPLOYMENT SCREENING PRE-EMPLOYMENT SCREENING
			Check Total.....:	880.00		
048018	01/19/22	RR001	ROY RODRIGUEZ	146.00	01-18-22	MEDICAL REIMBURSEMENT
048019	01/19/22	SHR02	SHRED-IT, C/O STERICYCLE,	427.44	000586735	SHREDDING SERVICES FEE INV #8000586735
048020	01/19/22	TM001	TUTTLE & MCCLOSKEY	5333.50	3182	ATTORNEY PROFESSIONAL ALLOCATION COSTS INV #3182
048021	01/19/22	USB02	US BANK N.A. CM 9705	24576.98 194686.72	20894 1898232	CALI WATER SYSTEM PROJ. INV #20894 CALI WATER SYSTEM PROJECT INV #1898232
			Check Total.....:	219263.70		
048022	01/25/22	AMCE1	AM CONSULTING ENGINEERS,	36340.13	1/14/22	PROFESSIONAL SERVICES
048023	01/25/22	APV01	ARAMARK- ACCOUNTS RECEIVA	118.85	000071860	JANITORIAL SUPPLIES FOR WWTP INV #258000071860
048024	01/25/22	BK&S1	BARTKIEWICZ, KRONICK & SH	3833.90	01-13-22	REPAYMENT CONTRACT LITIGATION REF #8926.0001
048025	01/25/22	DLC01	DINUBA LUMBER CO	105.20	357054	BIG BARGE TOOLS INV #357054
048026	01/25/22	FGS01	FRUIT GROWERS SUPPLY CO	49.66	92270765	UTILITY TOOLS FOR WWTP INV #92270765
048027	01/25/22	FOO02	FOOTHILL AUTO TRUCK & AG	16.94 23.32 76.26 11.57 26.97	904098 904473 905116 905128 905247	UTILITY TRUCK TIE DOWN FOR WWTP INV #904098 AB CHAINS FOR WWTP INV #904473 AB CHAINS INV #111721 AB CHAINS INV #905128 FUEL FOR WWTP INV #905247

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CITY OF ORANGE COVE
Cash Disbursement Detail Report
Check Listing for 01-22 thru 01-22 Bank Account.: 1010

PAGE: 006
ID #: PY-DE
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
048027	01/25/22	FOO02	FOOTHILL AUTO TRUCK & AG	12.92 92.60 66.60	905248 905386 905445	UTILITY TOOL FOR WWTP INV #905248 BIO BARGE TOOL SET INV #905386 UTILITY TOOL FOR WWTP INV #905445
Check Total.....:				327.18		
048028	01/25/22	JOS02	JOSIE CERVANTES	169.96	01/20/22	MEDICAL REIMBURSEMENT
048029	01/25/22	QUI05	QUILL CORPORATION	355.91	22036786	OFFICE SUPPLIES FOR ALL DEPTS. INV #22036786
048030	01/25/22	SHE01	SELF HELP ENTERPRISES	2384.89 677.92 7830.34 26715.12	11-01-21 JUN. 2021 JUNE 2021 NOV. 2021	CDBG-CV2BA NOVEMBER 1, 2021-NOVEMBER 30, 2021 CDBG-CV2BA JUNE 1, 2021-JUNE 30, 2021 CDBG-CV1 JUNE 1, 2021-JUNE 30, 2021 CDBG-CV1 NOVEMBER 1, 2021-NOVEMBER 30, 2021
Check Total.....:				37608.27		
048031	01/25/22	TOF01	THE OFFICE CITY	215.91	IN1727209	OFFICE SUPPLIES FOR ALL DEPTS. INV #IN-1727209
048032	01/25/22	USB01	U.S. BANK CORPORATE PAYME	26291.73	1/18/22	CREDIT CARD ENDING 0483-MAIN ACCT.
048033	01/27/22	VPL01	VICTOR P LOPEZ	539.26 500.00	01/27/22 MAR.2022	MEDICAL REIMBURSEMENT - COPAY EXPENSE AUTO ALLOWANCE - MONTH MARCH 2022
Check Total.....:				1039.26		
Cash Account Total.....:				525257.39		
Total Disbursements.....:				525257.39		
Cash Account Total.....:				.00		

REPORT.: Feb 01 22 Tuesday
 RUN...: Feb 01 22 Time: 10:31
 Run By.: CWS Personnel

CITY OF ORANGE COVE
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 01-22 thru 01-22 Bank Account.: 1010

PAGE: 007
 ID #: PY-DE
 CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
700502	01/18/22	00000	DO NOT USE	.00	C20118	SDI
700503	01/18/22	CSD02	CALIFORNIA STATE DISBURSE	125.40	C20118	Garnishment
700504	01/18/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	2297.23	C20118	State Income Tax
				1007.18	1C20118	SDI
			Check Total.....:	3304.41		
700505	01/18/22	EDD02	EDD SUI	3183.38	C20118	SUI
700506	01/18/22	PER00	CALIF.PUBLIC EMPLOYEES RE	18111.45	C20118	PERS PAYROLL REMITTANCE
700507	01/18/22	PER01	P.E.R.S. FOR THE 457	55.00	C20118	457 Plan
700508	01/18/22	SEC00	UNION BANK	8978.82	C20118	Federal Income Tax
				11833.10	1C20118	FICA
				2767.46	2C20118	Medicare
			Check Total.....:	23579.38		
700509	01/18/22	STA20	STATE DISBURSEMENT UNIT	1098.45	C20118	Garnishment
				50.00	1C20118	Misc Deduction
			Check Total.....:	1148.45		
700514	01/27/22	CSD02	CALIFORNIA STATE DISBURSE	125.40	C20126	Garnishment
700515	01/27/22	EDD01	EMPLOYMENT DEVELOP. DEPT.	2036.21	C20126	State Income Tax
				1001.97	1C20126	SDI
			Check Total.....:	3038.18		
700516	01/27/22	EDD02	EDD SUI	2663.17	C20126	SUI
700517	01/27/22	PER00	CALIF.PUBLIC EMPLOYEES RE	17576.94	C20126	PERS PAYROLL REMITTANCE
700518	01/27/22	PER01	P.E.R.S. FOR THE 457	55.00	C20126	457 Plan
700519	01/27/22	SEC00	UNION BANK	8073.05	C20126	Federal Income Tax
				11294.80	1C20126	FICA
				2641.56	2C20126	Medicare
			Check Total.....:	22009.41		
700520	01/27/22	STA20	STATE DISBURSEMENT UNIT	1098.45	C20126	Garnishment
				50.00	1C20126	Misc Deduction

REPORT.: Feb 01 22 Tuesday
RUN....: Feb 01 22 Time: 10:31
Run By.: CWS Personnel

CITY OF ORANGE COVE
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 01-22 thru 01-22 Bank Account.: 1010

PAGE: 008
ID #: FY-DE
CTL.: ORA

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
			Check Total.....:	1148.45		
700521	01/31/22	IU000	IUOE LOCAL 39	753.77	C20131	Union Due Local 39
			Cash Account Total.....:	96877.79		
			Total Disbursements.....:	96877.79		



Date: February 9, 2022
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Approval of Resolution Certifying The Approval of The Governing Board To Enter Into Transactions With The California Department of Education for the Purpose of Providing Child Care and Development Services.

Attachments: Resolution No.2022-08

BACKGROUND:

The City of Orange Cove has a contract with the California Department of Education to provide child care and development services for residents. The local agreement must be approved annually via resolution. The attached resolution will certify the approval of the governing board to enter into transactions with the California Department of Education.

FISCAL IMPACT:

For satisfactory performance of the required services, the contractor (City of Orange Cove) shall be reimbursed in accordance with the Determination of Reimbursable Amount section of the FT &C.

RECOMMENDATION:

For the City Council to approve resolution No.2022-08 certifying the approval of the governing Board to enter transactions with the California Department of Education for the purpose of providing Child Care and Development Services.

Prepared by: _____

Approved by:  _____

REVIEW: City Manager: ☒ _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

☐ Consent
☐ Info Item
☒ Action Item
☐ Department Report
☐ Redevelopment Agency

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

**RESOLUTION NO. 2022-08
CITY OF ORANGE COVE**

THIS RESOLUTION IS ADOPTED IN ORDER TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD TO ENTER INTO THIS TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE THE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2022-23, THE CONTINUING FUNDING APPLICATION, AND ALL RELATED CONTRACT DOCUMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE COVE AS FOLLOWS:

Authorizes that the person/s who are listed below, are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Rudy Hernandez,	Interim City Manager	_____
Victor P. Lopez	Mayor	_____

Passed and Adopted this 9th day of February, 2022 by the Orange Cove City Council of Fresno County, in the State of California.

CLERKS CERTIFICATION

I, HEREBY CERTIFY, that the foregoing Resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the 9th of February, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

**Victor P. Lopez, Mayor
City of Orange Cove**

ATTEST:

June V. Bracamontes, City Clerk

**RESOLUTION NO. 2022-XX
CITY OF ORANGE COVE**

THIS RESOLUTION IS ADOPTED IN ORDER TO CERTIFY THE APPROVAL OF THE GOVERNING BOARD TO ENTER INTO THIS TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE THE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FISCAL YEAR 2022-23, THE CONTINUING FUNDING APPLICATION, AND ALL RELATED CONTRACT DOCUMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE COVE AS FOLLOWS:

Authorizes that the person/s who are listed below, are authorized to sign the transaction for the Governing Board.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Rudy Hernandez,	Interim City Manager	_____
Victor P. Lopez	Mayor	_____

Passed and Adopted this 9th day of February, 2022 by the Orange Cove City Council of Fresno County, in the State of California.

CLERKS CERTIFICATION

I, HEREBY CERTIFY, that the foregoing Resolution was passed and adopted by the City Council of the City of Orange Cove at a meeting thereof held on the 9th of February, 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

**Victor P. Lopez, Mayor
City of Orange Cove**

ATTEST:

June V. Bracamontes, City Clerk

ENGINEER'S REPORT

TO: CITY COUNCIL
FROM: ALFONSO MANRIQUE, PE
AM CONSULTING ENGINEERS, INC.
SUBJECT: PROJECT PROGRESS UPDATE
DATE: FEBRUARY 9, 2022

This Engineer's Report provides an update on the progress made on the various projects since January 26, 2022, that Staff is currently working on:

1. American Rescue Plan
 - a. City Hall Front Office and Flooring Remodel

The Contractor has been provided the Notice of Award and staff is currently waiting on the contract to be executed. Once staff has issued the Notice to Proceed, the Contractor estimates that the project will be complete in 14 weeks. The Project is estimated to be completed by the end of May.
2. EDA Off-site Improvements at Northwest Corner of Park Blvd and Anchor Ave

The amendment to is now under legal review. The EDA estimates that the updated contract will be available for the City to countersign in the next few weeks.
3. 2021 Small Community Drought Relief Program

On January 27th, Staff submitted a request to DWR for additional funding for the purchase of the 14-acre property in Reedley and the 5.5-mile transmission pipeline. The additional funding request has been denied by DWR. Staff has prepared a letter to State Senator Melissa Hurtado, Assemblymember Joaquin Arambula, and Congressman Devin Nunes requesting their assistance in obtaining additional funding for this project.
4. Proposition 68 Grant Applications

Staff is currently waiting to receive the contract from the Project Manager.
5. Clean California Local Grant Program

This application City application for the rehabilitation and beautification of Sheridan Park and the City's two gateway monuments on Park Boulevard was submitted on February 1, 2022. The City is requesting \$2,525,000 in grant funding. Since the City is an underserved community, a local match is not required. According to Caltrans, project award should be announced at the beginning of March.
6. Senate Bill 1383

The SB 1383 regulations require that jurisdictions conduct education and outreach on organics recycling to all residents, businesses (including those that generate edible food that can be donated) haulers, solid waste facilities, and local food banks and other food recovery organizations. Pena Disposal's is submitting an application on behalf of the City to comply with the SB 1383 regulations. Staff is requesting that City Council approve a Resolution for this application during tonight's Council meeting.

7. Victor P. Lopez Community Center Repairs

Staff has received quotes from contractors to replace the HVAC system and repair the roof. Staff is currently working with other contractors to receive a quote for the plumbing repairs. Staff is requesting that City Council approve the cost proposals for the replacement of the HVAC system and repairs to the roof during tonight's Council meeting.


8. City Hall Stairway and ADA Access

Staff is currently obtaining proposal from architects to prepare the design of the ADA accessways. Staff intends to present these proposals to City Council at the February 23rd meeting.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Approve Cost Proposals from Cartozian Air Conditioning and Heating Inc., and Flat Roof Pros for the HVAC and Roofing Repairs to the Victor P. Lopez Community Center

Attachments: Resolution No. 2022-05
Cost Proposal from Cartozian Air Conditioning and Heating Inc. dated December 26, 2021
Cost Proposal from Flat Roof Pros dated January 3, 2022

RECOMMENDATION:

Staff recommends that City Council approve the attached cost proposals from Cartozian Air Conditioning and Heating Inc. dated December 26, 2021, and from Flat Roof Pros dated January 3, 2022, for the replacement of the HVAC system and repairs to the roof to the Victor P. Lopez Community Center and authorize the Interim City Manager to use revenue received for the use of the Community Center from the State (fire services) and the sale of City owned land for the construction of the Project.

BACKGROUND:

The Victor P. Lopez Community Center needs several repairs for the building to be operational. The current HVAC system is no longer working and needs to be replaced. Staff has received a cost proposal from Cartozian Air Conditioning and Heating Inc. for \$152,000.00 replace the existing HVAC system and install two new 10 and 25 ton package gas/electric units. A copy of Cartozian Air Conditioning and Heating Inc. cost proposal from December 26, 2021 is attached hereto.

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

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

The roof of the Community Center has been damaged due to water intrusion, which has caused the existing roof material to bubble and cause further damage to the roof structure. The the existing flashings along the perimeter of the roof's structure are missing in some areas and not properly sealed along over laps. Additionally, the existing tile roof material is either broken or missing in certain areas throughout the entire roof surface and are in need of repair or replacement. Staff has also received a cost proposal from Flat Roof Repairs for \$68,250.00 to repair the roof, and a copy of their cost proposal is attached hereto.

FISCAL IMPACT:

All cost associated with the repairs to the Victor P. Lopez Community Center will be paid for with the revenue received for the use of the Community Center from the State (fire services) and the sale of City owned land for the construction of the Project.

CONFLICT OF INTEREST:

None.

(This Bid is not for public use nor advertising
scope of works closed bid only)

Cartozian

Air Conditioning & Heating Inc.
42245 Road 52
Reedley, Ca 93654
Phone (559)643-8500
Fax (559)408-5551
Cont. Lic. #788470
Email: info@cartozians.com
Website: www.cartozianhvac.com
Kings County DIR #1000046416



Bid Proposal

& Contract

B/P # 6596

Date: 12/26/2021

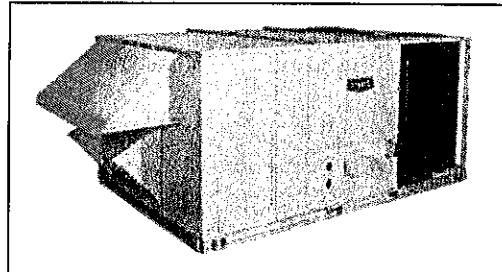


Submitted To:

City of Orange Cove
633 Sixth Street

Orange Cove, Ca 93646

Atten: Alfonso Manrique
Phone # 559-288-9172
Email: alfonso.manrique@am-ca.com



We hereby submit specifications and estimates for:

Job Site: Orange Cove Community Center
1705 Anchor Ave
Orange Cove, Ca 93646

Gym Package unit/Bid Proposal Contract

Equipment by Bryant / Commercial 27.5 Ton Package Unit Gas/Electric

DESCRIPTION



Bryant Model # 580JP30D400A3W0AD, 208, 3 Phase 410A Puron, 15 H/P indoor blower motor 12,500 CFM. Dry bulb economizer, horizontal supply and return air, Barometric relief, minimum circuit amps 163.6 max protection, 200 amps (2)13.75 Compressors 500,000 BTU Heating , 330,000 BTU Cooling

Warranty: 1 (One) year parts
5 (Five) years compressor
10 (Ten) years Heat Exchanger
Warranty for parts only, labor not included.

Cartozian Inc. guarantees its Craftsmanship for 1 year.

- 1- Bryant Preferred Series/8000 19-R programmable set back thermostat/Auto change over 2 stage heat/2 stage cool



Warranty: 1 (One) year parts only, labor not included

SCOPE OF WORK

FOLLOWING ABOVE NAMED EQUIPMENT TO BE INSTALLED PER SPECIFICATIONS. INSTALLATION TO BE COMPLETED IN A TIMELY AND WORKMANLIKE MANNER.

1. CARTOZIAN'S TO CRANE LIFT AND REMOVE (2) PREEXISTING 7.5 TON GOODMAN AIR COOLED CONDENSERS, DISCONNECT AND REMOVE ELECTRICAL SUCTION LINE & LIQUID LINE DISCONNECT LOW VOLTAGE CONTROL WIRES (RECOVER REFRIGERANT) PER EPA GUIDELINES. (CLEAN AREA WHEN DEMOED OFF ROOF)
2. CARTOZIAN TO DEMO & CRANELIFT AND REMOVE (1) AZTEC COOLING TOWER REMOVE ELECTRICAL, GAS, FABRICATION, EXHAUST FAN, FILTER SECTION & CONDENSATE LINE/WATER LINES (CLEAN AREA WHEN DEMOED OFF ROOF)
3. BID INCLUDES DISPOSAL & TRANSPORT OF EQUIPMENT TO & FROM JOB SITE. (SUB-CONTRACTING/MIDNIGHT CRANE/FRESNO CALIFORNIA)
4. CARTOZIAN TO CRANE LIFT NEW BRYANT 27.5 TON PACKAGE UNIT ON ROOF SECURE AND LEVEL ON NEW ANGLE IRON STAND.
5. CARTOZIAN TO INSTALL (OUTSIDE AIR VENTS) FABRICATED BY BRYANT CORP. SET UP FOR 25% AIR, PER 400 CFM PER TON.
6. CARTOZIAN TO FABRICATE AND INSTALL NEW RETURN AIR AND SUPPLY AIR TRANSITIONS TO FIT PREEXISTING SUPPLY AND RETURN AIR FABRICATED TRANSITIONS. LOCATED ON TOP OF BUILDING REMOVED FROM AZTEC COOLING TOWER. INCLUDES SERVICE PLATFORMS FOR WORKING ON EQUIPMENT + CHANGING FILTERS
7. CARTOZIAN'S TO HOOK UP PREEXISTING GAS LINES, CONDENSATE LINES, TO NEW UNIT ON ROOF, PER MANUFACTURE SPECIFICATIONS AND CITY AND COUNTY CODES.
8. CARTOZIAN'S TO INSTALL 18/8 CONTROL WIRE FROM ADEQUATE PRE-EXISTING SOURCES RUN THROUGH ½" SEAL TIGHT PER CITY COUNTY CODES
9. CARTOZIAN TO INSTALL 2 STAGE HEATING, 2 STAGE COOL THERMOSTAT IN SAME GYM LOCATION IN LOCK BOX.
10. CARTOZIAN TO INSTALL NEW #2 OT WIRE, 2" CONDUIT FROM MECH ROOM DOWN BELOW CHANGE OUT 125 AMP SQUARE D BREAKER TO 200 AMP BREAKER. CHANGE PRE-EXISTING WIRE AND BREAKER TO SMALL. SET UP FOR 15 TON UNIT NOT 27.5 TON UNIT. MUST GO LARGER FOR NEW UNIT. WE WILL USE SMALL GINNIE LIFT FOR JOB UP ON STAGE TO RUN NEW ELECTRICAL.
11. THIS PROPOSAL INCLUDES MATERIAL, LABOR, AND SALES TAX.
12. START / TEST, VERIFY HEAT, FAN AND COOL OPERATION.

Special Notes:

- 1) UPON ACCEPTENCE, THERE IS TIME DELAY IN ORDERING OF EQUIPMENT, EQUIPMENT IS ABOUT 8 TO 10 WEEKS OUT UNIT HAS TO BE BUILT
- 2) THIS BID DOES NOT INCLUDE SHEET METAL WORK FOR CAPPING, FLASHING, OR ANYTHING OTHER THAN A/C INSTALLATION OTHER THAN AS IDENTIFIED.
- 3) CARTOZIAN AIR COND. HEATING INC. TO BE HELD HARMLESS OF ANY MOLD, MILDEW RESIDUE OR UNKNOWN CONDITION IN PRE-EXISTING SPIRAL DUCT SYSTEM.
- 4) CITY OF ORANGE COVE TO PROVIDE GENNIE LIFT FOR PROJECT/UP-DOWN
- 5) BID INCLUDES MECH PERMIT/CITY OC LICENSE + COUNTY DIR #10000046416 – NOTE WE WILL RENEW ACCOUNT IN 2022

- 6) CARTOZIAN WILL RENT SMALL GENNIE LIFT FOR INSIDE GYM ON STAGE TO RUN NEW ELECTRICAL
- 7) AZTEC COOLING TOWER/15 TON DX COOLING + EVAPORATIVE COOLING PER M/F. 27.5 TON WAS DESIGNED & CALCULATED BY MFG PER SIZE OF DUCT WORK AND BUILDING SIZE. CARTOZIAN AIR EXEMENT FROM SIZEING & CALCULATIONS HAD TO WORK WITH (2) VENDORS FOR CORRECT SIZEING. HOUSTON TEXAS AZTEC COOLING TOWERS & BRYAT CORP.
- 8) WHILE WAITING ON EQUIPMENT WE CAN DEMO SYSTEM AND DO ALL ELECTRICAL SO JOB CAN BE DONE QUICKER WHEN WE PUT ON ROOF.

CONDITIONS OF PROPOSAL AND CONTRACT

1. **MATERIALS:** Unless otherwise specified in the plans and specification, Contractor shall have the right to select all materials. When specified materials are unavailable, Contractor shall have the right to substitute for such specified materials other materials of equal or better quality.
2. **ADDITIONAL WORK:** Additions, alterations, or deviations shall be charged to the owner as specified in a CONTRACTOR CHANGE ORDER AGREEMENT. This agreement to be submitted for any changes, alteration or additions.
3. **CONTRACT PAYMENTS:** The Contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.
4. **UNAVOIDABLE INTERRUPTIONS:** It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority, or by any other cause beyond its control.
5. **TRANSFER OF TITLE:** If the Customer shall enter into a sale or shall sell, all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of the Contractor.
6. In the event any process of law is resorted to by the Contractor to collect any monies due hereunder, the buyer agrees to pay all costs, interest, and attorney's fees incurred.
7. Title to any of the material sold or installed hereunder by the Contractor shall remain the Contractor's Until all the terms hereof have been complied with, and in the event such materials are affixed to realty it is expressly understood and agreed that they shall remain personally subject to removal as hereinunder provided, and further that the owner and/or buyer/or customer hereby waives any and all claims for damage to said realty or building caused by the removal of said materials or any part hereof.
8. It is further understood and agreed that this proposal and contract does not include any labor and materials not specifically mentioned here.
9. Requirements of Governmental Building Codes or Officials of Governmental Building Departments, not provided for in the plans and specifications, shall be considered as additional work and shall be charged for as provided in paragraph 2 above.
10. The entire amount of the contract to be paid on completion. Any addition or alteration from the above specifications will become an extra charge over the sum mentioned in this contract and owner shall pay for same as agreed as such additional work, alterations or deviation progresses. Balances appearing after above contract requirements will be assessed a late payment "finance charge" of 1.5% per month. Minimum monthly charge would be \$15.00 per thousand. This would reflect an "Annual Percentage Rate" of 18%

PAYMENT SCHEDULE

WE PROPOSE TO PERFORM THE ABOVE WORK IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED, AND TO COMPLETE IT IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES FOR THE SUM OF:

Prevailing Wage Job

\$117,000.00

(One hundred seven-teen thousand dollars)

THE TOTAL SUM WILL BE DUE AND PAYABLE AS FOLLOWS:

50% Due Upon Acceptance \$58,500.00

**25% Due Upon Demo Complete on tower + electrical complete
on job in mechanical room \$29,250.00**

**25% - Finale Due Upon unit set/started & tested per MFG spec's
in heating & cooling \$29,250.00**

***Special Note: Equipment (15) weeks build time per Bryant MFG**

***Project lien on building City of Orange Cove unit job is complete per Bryant
Co., will be removed when payments have been received**

PAYMENT TO BE MADE IN FULL IF START AND TEST IS DELAYED BEYOND THE CONTROL OF
CARTOZIAN'S MECHANICAL, A/C, HTG & REFRIGERATION.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S
STATE BOARD. ANY QUESTIONS REGARDING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE
REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

Contractor's State License Board
3132 Bradshaw Road
Sacramento, CA 95826

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE
THIRD BUSINESS DAY, AFTER THE DATE OF THIS TRANSACTION

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

RESPECTFULLY SUBMITTED,

Jeff Cartozian
Proprietor
Contractor's state License # 788470

Date: _____

ACCEPTANCE

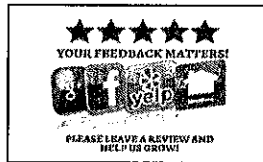
You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount mentioned in said proposal total sum \$ 117,000.00 (One hundred seven-teen thousand dollars)

Accepted _____ Date _____
City of Orange Cove BY:

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Cartozian

Air Conditioning & Heating Inc.
42245 Road 52
Reedley, Ca 93654
Phone (559)643-8500
Fax (559)408-5551
Cont. Lic. #788470
Email: info@cartozians.com



Bid Proposal

& Contract

B/P # 6597

Date: 12/26/2021



Website: www.cartozianhvac.com

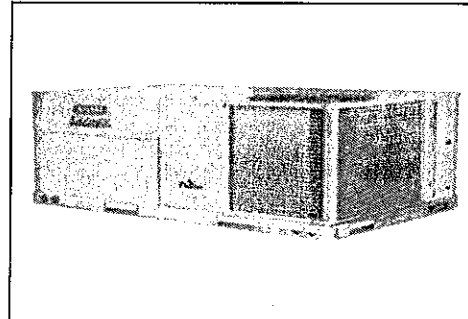
Submitted To:

Kings County DIR # 1000046416

City of Orange Cove
633 Sixth Street


Orange Cove, Ca 93646

Atten: Alfonso Manrique
Phone # 559-288-9172
Email: alfonso.manrique@am-ce.com



We hereby submit specifications and estimates for: Orange Cove Community Center
1705 Anchor Ave/Orange Cove, Ca

Computer Room Package unit/Bid Proposal Contract

Equipment by  / Commercial 10 Ton Package Unit Gas/Electric

DESCRIPTION



Coleman Model # 580JP120D180A2A0AD, 208, 3 Phase 410A Puron 4000CFM blower motor.
Dry bulb economizer, horizontal supply and return air, Barometric relief, minimum circuit amps
60amp fused max protection, 60 amps 3 phase (2)5 ton Compressors 120,000 BTU Cooling ,
185,000 BTU Heating(Medium Heat)

Warranty: 1 (One) year parts
5 (Five) years compressor
10 (Ten) years Heat Exchanger


Warranty for parts only, labor not included.

Cartozian Inc. guarantees its Craftsmanship for 1 year.

- 1- Honeywell programmable set back thermostat/Auto change over 2 stage heat/2 stage cool
Pro 7000 meets Title 24 compliance

Warranty: 1 (One) year parts only, labor not included

- 1-  Manuel outside air hood kit

- 1-  smoke detector with sampling tubes

- 1-  3phase Disconnect with (3) 60amp fuses

SCOPE OF WORK

FOLLOWING ABOVE NAMED EQUIPMENT TO BE INSTALLED PER SPECIFICATIONS. INSTALLATION TO BE COMPLETED IN A TIMELY AND WORKMANLIKE MANNER.

1. CARTOZIAN'S TO CRANE LIFT AND REMOVE (1) PREEXISTING 7.5 TON RUDD AIR COOLED CONDENSER, DISCONNECT AND REMOVE ELECTRICAL SUCTION LINE & LIQUID LINE, LOW VOLTAGE CONTROL WIRES (RECOVER REFRIGERANT) PER EPA GUIDELINES
2. CARTOZIAN TO DEMO & CRANELIFT AND REMOVE (1) AZTEC COOLING TOWER OVER COMPUTER ROOM REMOVE ELECTRICAL, GAS, FABRICATION, EXHAUST FAN, FILTER SECTION & CONDENSATE LINES
3. BID INCLUDES DISPOSAL & TRANSPORT OF EQUIPMENT TO & FROM JOB SITE.
4. CARTOZIAN TO CRANE LIFT NEW BRYANT 10 TON PACKAGE UNIT ON PRE-EXISTING SERVICE PLAT FORM
5. CARTOZIAN TO INSTALL DIFFERENTIAL DRY WALL ECONOMIZER/FABRICATED BY BRYANT CORP.
6. CARTOZIAN TO FABRICATE AND INSTALL NEW RETURN AIR AND SUPPLY AIR TRANSISTIONS TO FIT NEW BRYANT (10) TON PACKAGE UNIT. INCLUDES SMOKE DETECTOR IN SUPPLY AIR TRANSISTION
7. CARTOZIAN'S TO HOOK UP PREEXISTING GAS LINES, CONDENSATE LINES, TO NEW UNIT ON ROOF, PER MANUFACTURE SPECIFICATIONS AND CITY AND COUNTY CODES.
8. CARTOZIAN TO HOOK UP ELECTRICAL ADEQUATE PRE-EXISTING SOURCES
9. CARTOZIAN TO INSTALL 2 STAGE HEATING, 2 STAGE COOL THERMOSTAT IN SAME LOCATION/COMPUTER ROOM.
10. CARTOZIAN TO INSTALL 3 PHASE DISCONNECT + NEW BREAKER FOR 10 TON BRYANT PACKAGE UNIT. (60AMP 3PH/MECHANICAL ROOM)
11. THIS PROPOSAL INCLUDES MATERIAL, LABOR, AND SALES TAX.
12. START / TEST, VERIFY HEAT, FAN AND COOL OPERATION.

Special Notes:

1. THIS BID DOES NOT INCLUDE SHEET METAL WORK FOR CAPPING, FLASHING, OR ANYTHING OTHER THAN A/C INSTALLATION OTHER THAN AS IDENTIFIED.
2. CARTOZIAN AIR CONDITIONING & HEATING INC. TO BE HELD HARMLESS OF ANY MOLD, MILDEW RESIDUE OR UNKNOWN CONDITION.
3. CITY OF ORANGE COVE TO PROVIDE GENNIE LIFT FOR PROJECT/UP-DOWN
NOTE: WE CAN USE PER ANDY VALENCIA WATER TREATMENT PLANT SUPERVISOR, IF NOT WE WILL RENT AND CHARGE CITY OF ORANGE COVE THE RENTAL FEE
4. INCLUDES CITY PERMIT/DIR # TULARE COUNTY
5. UNIT 4 TO 6 WEEKS OUT TIME OF EQUIPMENT ORDER

NOTE: TOWER CAN BE DEMOED OFF ROOF ELECTRICAL CAN BE COMPLETED WHILE WAITING FOR NEW UNIT TO BE BUILT

CONDITIONS OF PROPOSAL AND CONTRACT

1. **MATERIALS:** Unless otherwise specified in the plans and specification, Contractor shall have the right to select all materials. When specified materials are unavailable, Contractor shall have the right to substitute for such specified materials other materials of equal or better quality.
2. **ADDITIONAL WORK:** Additions, alterations, or deviations shall be charged to the owner as specified in a CONTRACTOR CHANGE ORDER AGREEMENT. This agreement to be submitted for any changes, alteration or additions.
3. **CONTRACT PAYMENTS:** The Contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.
4. **UNAVOIDABLE INTERRUPTIONS:** It is hereby mutually agreed that the contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority, or by any other cause beyond its control.
5. **TRANSFER OF TITLE:** If the Customer shall enter into a sale or shall sell, all or any part of the premises herein involved, the full amount remaining unpaid on this contract becomes due and payable within 48 hours after date of such sale or agreement of sale at the option of the Contractor.
6. In the event any process of law is resorted to by the Contractor to collect any monies due hereunder, the buyer agrees to pay all costs, interest, and attorney's fees incurred.
7. Title to any of the material sold or installed hereunder by the Contractor shall remain the Contractor's Until all the terms hereof have been complied with, and in the event such materials are affixed to realty it is expressly understood and agreed that they shall remain personally subject to removal as hereinunder provided, and further that the owner and/or buyer/or customer hereby waives any and all claims for damage to said realty or building caused by the removal of said materials or any part hereof.
8. It is further understood and agreed that this proposal and contract does not include any labor and materials not specifically mentioned here.
9. Requirements of Governmental Building Codes or Officials of Governmental Building Departments, not provided for in the plans and specifications, shall be considered as additional work and shall be charged for as provided in paragraph 2 above.
10. The entire amount of the contract to be paid on completion. Any addition or alteration from the above specifications will become an extra charge over the sum mentioned in this contract and owner shall pay for same as agreed as such additional work, alterations or deviation progresses. Balances appearing after above contract requirements will be assessed a late payment "finance charge" of 1.5% per month. Minimum monthly charge would be \$15.00 per thousand. This would reflect an "Annual Percentage Rate" of 18%

PAYMENT SCHEDULE

WE PROPOSE TO PERFORM THE ABOVE WORK IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED, AND TO COMPLETE IT IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES FOR THE SUM OF:

Prevailing Wage Job

\$35,000.00

(Thirty-five thousand dollars)

THE TOTAL SUM WILL BE DUE AND PAYABLE AS FOLLOWS:

50% DUE UPON ACCEPTANCE \$17,500.00

**25% DUE UPON DEMO AZTEC COOLING TOWER &
ELECTRICAL ARE COMPLETE \$8,750.00**

25% DUE UPON COMPLETION \$8,750.00

****EQUIPMENT IS (3) WEEKS OUT FROM TIME OF EQUIPMENT ORDER****

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE BOARD. ANY QUESTIONS REGARDING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

Contractor's State License Board
3132 Bradshaw Road
Sacramento, CA 95826

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY, AFTER THE DATE OF THIS TRANSACTION

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

RESPECTFULLY SUBMITTED,

Jeff Cartozian
Proprietor
Contractor's state License # 788470

Date: _____

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which I agree to pay the amount mentioned in said proposal total sum

Prevailing Wage Rate \$35,000.00 (Thirty-five thousand dollars) _____

Accepted _____ Date _____
City of Orange Cove BY:

Under the Mechanic's Lien Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.



4672 West Jennifer Avenue Ste 102 • Fresno, CA 93722 • Phone: (559) 216-1111

Alfonso Manrique
559-288-9172

1705 S. Anchor Ave.
Orange Cove, CA 93646

Print-date: 1-3-2022

Proposed by: Mike Morris
Phone: (559) 655-6111
Email: mikem@flatroofpros.com

THE CONDITION OF EXISTING ROOF:

- Pre-existing roof material is currently "FOAM"
- The pre-existing roofs surface has been damaged as a result of water intrusion.
- The pre-existing flashings along the perimeter of the roofs structure are both missing in some areas, and also not properly sealed along over laps.
- Areas where there has been water intrusions have caused the pre-existing roofing material to bubble and cause further damage to the roof surface.
- There are damages in areas of the roof surface, as well as parapet walls, which will allow for water intrusion and cause damages over time.
- The pre-existing tile roof material is either broken or missing in certain areas throughout the entire roof surface and are in need of repair or replacement.

PROPOSED ROOF WORK: "GE ENDURIS SILICONE SYSTEM"

-**AREA:** Approx. 18,986.92sf. / 189.86sq. (Including parapet walls.)

- **GE ENDURIS Silicone Coating System:**

Over ALL flat roof surfaces, to include parapet walls, as well as, flashings around entire perimeter of roof structure.

GE ENDURIS Silicone Coating System:

1. Blow off entire roofs surface to remove pre-existing dirt and debris from entire roofs surface, as well as parapet walls in preparation for pressure washing.
2. Pressure wash entire roof surface, as well as parapet walls to completely remove ALL excess dirt and debris in preparation for application of primer, as well as silicone.
3. Apply primer to entire roofs surface for proper application of silicone to achieve **20 years warranty**.
4. Seal penetrations, vents, air docks, Air Conditioning units at platforms, corners, curbs, drain areas, flashings, newly installed patches and cracks with **GE ENDURIS** liquid flashing and reinforcement fabric as needed to prevent water intrusion.
5. Apply **GE ENDURIS** silicone at the rate of 2.5 gallons per square to achieve **20 years warranty**.
6. Completely remove all excess debris and materials directly associated with our phase of the project once complete.

WARRANTY:

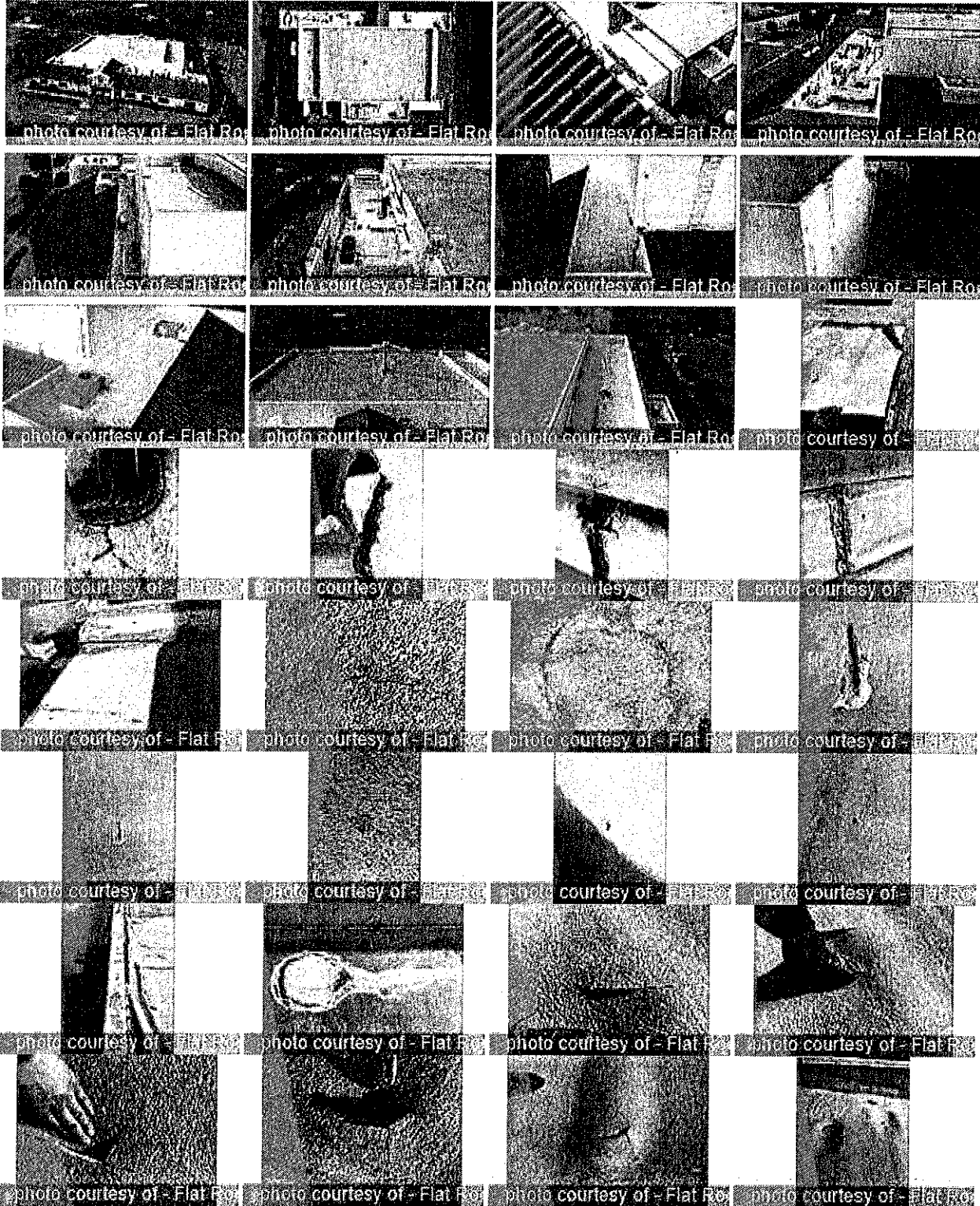
Flat Roof Pros **20 Years Workmanship warranty & GE ENDURIS 20 Years Material warranty.**
Optional **GE ENDURIS 20 year Labor & Material transferable warranty.** There is a fee of \$1500 plus \$0.14/sf

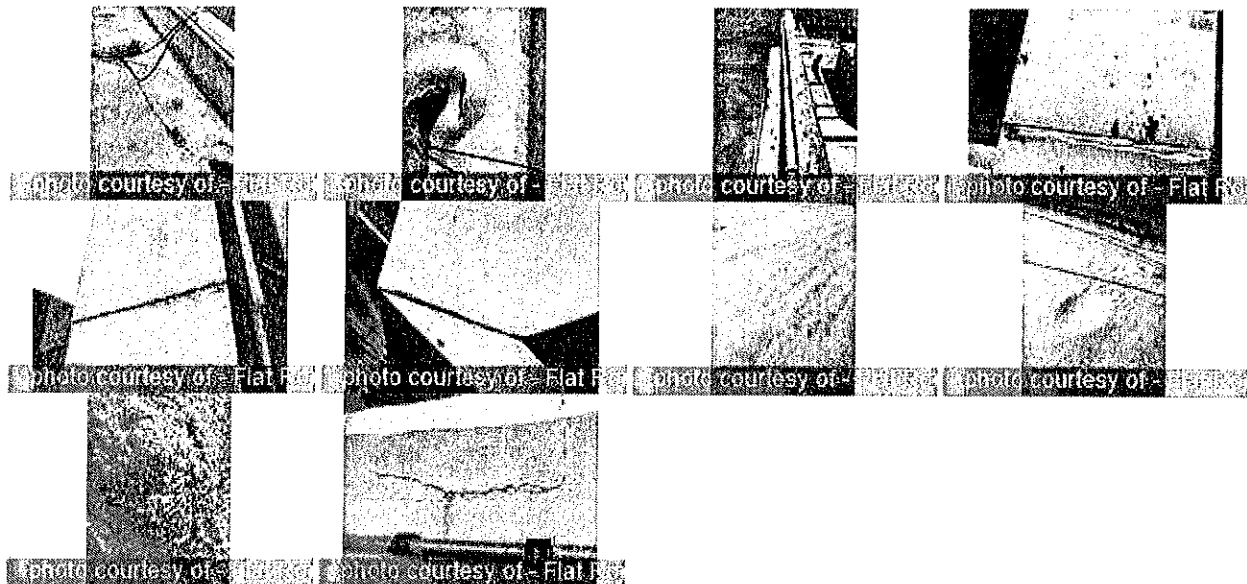
OWNER RESPONSIBILITIES:

1. This proposal is based upon the assumption that Flat Roof Pros can mobilize on the job site and complete the work

- without delays caused by the owners or others. Compensation for authorized changes and delays will reflect mobilization and/or equipment standby costs.
2. Owner agrees to have all vehicles and personal property within the area of potential over-spray moved or covered prior to roofing application.
 3. Provide ample water supply for cleaning (approx. 10 gallons per minute for hydro-vac).
 4. Provide open access.

Attached Files:





Price Breakdown

Title	Description	Price
COST:	Includes all labor, equipment, as well as materials needed for completion of project.	\$68,250.00

Total Price: \$68,250.00

• NOTES TO OWNER:

1. This proposal is being offered without any prior knowledge of the existence of asbestos or hazardous containing material and that if at any time in the future asbestos or hazardous material is identified and necessitates removal, all associated costs will remain as the sole responsibility of the Owner. Some areas now require a "Test for Asbestos" and if required, Flat Roof Pros will obtain the "Test for Asbestos" and add the direct cost of the "Test for Asbestos" to the contract amount.
2. In the event that dry rot is discovered under the existing roofing or replacement is required per county/city inspector, the following will apply:
 - a. \$15/sq. ft. sheathing plus existing kind roof membrane (min. \$250 per area if 3 or less areas, min. \$200 per area if 4 or more areas)
 - b. \$25/ft fascias and barge rafters.
 - c. \$60/pc rafter tails.
 - d. (PRIMING/PAINTING NOT INCLUDED)
3. Rot will be evaluated and repaired on the spot to satisfy city requirements to pass structural inspection and price adjusted on final invoice according to the price list above. Any additional rot not required to be repaired to pass minimal structural requirements by the city will be discussed with client and repaired with client approval.
4. All costs associated with the additional work are the owner's responsibility.

THE SCHEDULE OF PROGRESS PAYMENTS WILL BE:

1. A \$1000 deposit is to be submitted with signed contract.
2. 50% of remaining balance after delivery of materials to project site.
3. Final payment of total remaining balance upon completion of project.

Invoices 30 days past due will be charged a finance charge at the periodic rate of 1 1/2% per month.

ACCEPTANCE OF PROPOSAL:

To schedule work, please sign below and email me back this estimate to mikem@flatroofpros.com. Let me know what your deadline is and I will contact you when it is scheduled.

THIS PROPOSAL MAY BE ADJUSTED BY US IF NOT ACCEPTED WITHIN 30 DAYS

TERMS AND CONDITIONS

The terms and conditions on the following are expressly incorporated into this Agreement. This Agreement constitutes the entire understanding of the parties. No other understanding or representations, verbal or otherwise, shall be binding unless in writing and signed by both parties. This Agreement shall not become effective or binding upon Contractor until signed by Contractor or a principal of Contractor. By signature below, Owner acknowledges receipt of a fully completed copy of the

Agreement.

The buyer may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (1) The scope of work encompassed by the order. (2) The amount to be added or subtracted from the contract. (3) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

NOTICE:

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P O Box 26000, Sacramento, California 95826.

List of Documents to be incorporated into the Contract: (1) Notice of Right to Cancel, if required (2) Notice of Cancellation, if required (3) Notice to Owner (4) Insurance Notice. A notice concerning commercial general liability insurance is attached to this contract. A notice concerning workers' compensation insurance is attached to this contract.

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

1.CHANGES IN THE WORK:

Should the Owner, project or construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

NOTE ABOUT EXTRA WORK AND CHANGE ORDERS:

Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Failure to have written authorization shall not be deemed fatal to the collection of the extra work.

2.RESPONSIBILITIES OF THE PARTIES:

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expense incurred due to such conditions. The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to contractor.

3.DELAYS:

Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, Extra Work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

4.PLANS & SPECIFICATIONS:

If plans and specifications are prepared for this job, they shall be attached to and become apart of the agreement.

5.SUBCONTRACTS:

The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

6.RIGHT TO STOP WORK:

Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other right or remedy that the Contractor may have. Such failure to make payment when due, is a material breach of this agreement. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra and allow Contractor additional costs in accordance with paragraph one hereof.

7. CLEAN-UP:

Contractor will remove from Owner's property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

8. LIMITATIONS:

No action of any character arising from or related to this contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this contract.

9. ATTORNEY FEES:

In the event there is any litigation or arbitration arising out of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

ASBESTOS AND HAZARDOUS WASTE:

Unless the contract specifically calls for the removal disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain duly qualified asbestos and/or hazardous material contractor to perform the work or the Contractor may perform the work at contractor's option. Said work will be treated as an extra under the contract.

Signature:

Print Name:

Date:



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Alfonso Manrique, City Engineer
Subject: Approve Resolution Authorizing the Submittal of Applications for CalRecycle Grants
Attachments: Resolution No. 2022-06

RECOMMENDATION:

Staff recommends that City Council approve the attached Resolution authorizing the submittal of applications for all grants administered by the Department of Resources Recycling and Recovery (CalRecycle) for which the City is eligible, and authorize the Interim City Manager, or designee, to execute all agreements applicable to CalRecycle grants, effective for five years from the date of adoption of the Resolution.

BACKGROUND:

It is recommended that the City Council adopt a resolution authorizing the filing of a grant application(s) for California Department of Resources Recycling and Recovery (CalRecycle) funds as part of their Senate Bill (SB) 1383 Local Assistance Grant Program for Fiscal Year 2021-22. This non-competitive grant program will provide one-time funding to local jurisdictions to assist with the implementation of regulation requirements associated with SB 1383.

SB 1383 is a landmark California recycling and climate change bill signed into law September 19, 2016. The law was created to reduce the amount of methane emitted by the state's landfills by recovering organic waste instead of disposing of it in a landfill. The law mandates that the state reduce the amount of waste it sends to landfills by 75% by 2025, and has an enforcement structure that will compel generators, haulers, facilities, and jurisdictions alike to participate in the effort.

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

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

SB 1383 regulations require jurisdictions to implement a three-container recycling system wherever trash is generated. The current green, blue and black containers meet SB 1383's color code requirements, however, new labeling requirements will require any new cart or bin that is delivered be labeled with a list of acceptable materials. By 2034, all carts and bins will be required to have the new labels. Residential customers will be allowed to use their green waste cart for food waste starting January 1st, 2022. Current composting systems do not allow plastic bags to be mixed with the green waste or food waste. Pena's Disposal is recommending that the City use the available grant funds to provide two (2) gallon organic waste pails as a means for residents to transport food waste from their kitchen to their green cart.

SB 1383 will require jurisdictions to procure recycled organic waste products with the procurement being based on total population. According to CalRecycle estimates, the City will need to procure 821 tons of recycled organic in 2022. Pena's Disposal believes the most effective way to reach this goal is to purchase compost and distribute it at the spring and fall clean up events. CalRecycle will be posting Procurement Targets annually. Additionally, the City will also be required to purchase recycled paper starting January 1, 2022.

To apply for and accept funds, if awarded, for any CalRecycle Grants, the City must adopt a resolution in compliance with CalRecycle grant application requirements. The attached Resolution will authorize the Interim City Manager, or designee, to apply and accept CalRecycle grant funding for up to five years from the date of adoption, per CalRecycle's maximum length of time allowed. The City is eligible to receive \$20,000 through CalRecycle's SB 1383 Local Assistance Grant Program for Fiscal Year 2021-22. If awarded, the grant funds will allow the City to purchase pails that can be delivered to all City residents to deposit their food waste. There will also be some outreach materials that will be purchased with the grant such as magnets, or flyers to inform residents about requirements of SB 1383.

FISCAL IMPACT:

Adoption of the attached Resolution to apply for CalRecycle grants does not have a direct fiscal impact, but if adopted, is instrumental in securing CalRecycle grant funds to subsidize current and future solid waste services and programs needed to meet regulations.

CONFLICT OF INTEREST:

None.



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Alfonso Manrique, City Engineer 

Subject: Approve Scope of Services Agreement with Mountain Valley Environmental Services, Inc. to Perform Wastewater Operation Services on a Month-to-Month Basis

Attachments: Resolution No. 2022-07
Scope of Services Agreement for Chief Plant Operator for the City of Orange Cove Wastewater Treatment Facility

RECOMMENDATION:

Staff recommends that City Council approve the attached Resolution approving the Scope of Services Agreement with Mountain Valley Environmental Services, Inc. (MVES) to perform wastewater operation services on a month-to-month basis and authorize the Interim City Manager to execute the Agreement on behalf of the City

BACKGROUND:

On February 1, 2022, Chief Wastewater Plant Operator Joe Estrada announced that he would be leaving his full-time position effective on Friday, February 18, 2022. To address the Chief Wastewater Plant Operator vacancy, staff is requesting that City Council approve the attached Scope of Services Agreement provided MVES. Per the Agreement, MVES will provide Chief Plant Operator and supervision services for the City's wastewater treatment facilities, wastewater collection system and monitor and assist the City its compliance with permit and applicable regulatory requirements.

MVES will provide a California Wastewater certified grade 3 or higher operator who will visit the

Prepared by: AM Consulting Engineers

Approved by: Alfonso Manrique

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

TYPE OF ITEM:

COUNCIL ACTION: APPROVED DENIED NO ACTION

____ Consent
____ Info Item
X Action Item
____ Department Report
____ Redevelopment Agency

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

Wastewater Treatment Plant (WWTP) eight (8) hours per week over the course of two (2) days per week. This operator will be the Chief Plant Operator and responsible for overseeing the operations and maintenance of the Wastewater Treatment Plant (WWTP). An MVES Operator will also be available by phone for consultation by the City during normal working hours and after hours for emergency response as needed (after hours emergency response to the site is not included in the base price of the proposal). MVES will also oversee all required water quality sampling and will submit the required Monitoring Reports to the Central Valley Region Water Quality Control Board in accordance with WWTP's Waste Discharge Requirements.

This will be the second time that MVES has provided wastewater operation services for the City. MVES was previously retained in March of 2020 to fill this vacant position.

FISCAL IMPACT:

The monthly cost will be \$5,375.00 per month, which will be funded from the Wastewater budget.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
APPROVING THE SCOPE OF SERVICES AGREEMENT WITH MOUNTAIN VALLEY
ENVIRONMENTAL SERVICES, INC. TO PERFORM WASTEWATER OPERATION
SERVICES ON A MONTH-TO-MONTH BASIS AND AUTHORIZING THE INTERIM CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Chief Wastewater Plant Operator position will be vacant as of February 11, 2022;
and

WHEREAS, the City has received a Scope of Services Agreement from Mountain Valley
Environmental Services, Inc. to perform wastewater operation services on a month-to-month basis;
and

WHEREAS, the monthly cost for Mountain Valley Environmental Services, Inc. perform
wastewater operation services will be \$5,375.00; and

WHEREAS, all monthly costs will be funded from the City of Orange Cove's wastewater budget.

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

1. The above recitals are true and correct and are adopted as the findings of the City Council.
2. The Scope of Services Agreement with Mountain Valley Environmental Services, Inc. to Perform Wastewater Operation Services for a monthly costs of Five Thousand Three Hundred and Seventy-Five Dollars and No Cents (\$5,375.00) is hereby approved.
3. The Interim City Manager is authorized to sign the Scope of Services Agreement with Mountain Valley Environmental Services, Inc. on behalf of the City of Orange Cove.
4. The Interim City Manager is authorized to use funds from the Wastewater Budget to pay for the monthly costs associated with the wastewater operation services.
5. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on February 9, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor P. Lopez, Mayor

ATTEST:

June Bracamontes, City Clerk



Scope of Services Agreement for Chief Plant Operator
for the City of Orange Cove Wastewater Treatment
Facility



MOUNTAIN VALLEY
ENVIRONMENTAL SERVICES, INC.

Randy Johnson

Mountain Valley Environmental Services, Inc.
1050 Ben Hur Road
Raymond, CA 93653
(559) 479-5040 (Cell)
(209) 742-2626 (Office)
RJohnson@MVEnvironmental.com

RE: Scope of Services Agreement
Chief Plant Operator for the City of Orange Cove WWTF

This Agreement is to provide services between Mountain Valley Environmental Services, Inc., a California corporation, 1050 Ben Hur Rd., Raymond, California 93653, hereinafter referred to as **MVES**, and City of Orange Cove, 633 Sixth St., Orange Cove, California 93646 hereinafter referred to as **CITY**.

1. Term

This Agreement shall take effect on the _____ day of _____ 2022 and shall continue in effect on a month-to-month basis until terminated by either party with at least 30 days written notice.

2. Purpose of Agreement

To provide Chief Plant Operator and supervision services for the CITY's wastewater treatment facilities ("WWTF"), wastewater collection system and to monitor and assist the CITY in its compliance with permit and applicable regulatory requirements.

3. Scope of Services

Responsibilities of MVES

- i. MVES will provide a California Wastewater certified grade 3 or higher operator who will visit the WWTP site up to twice weekly. This operator will be the Chief Plant Operator and responsible for overseeing the operations and maintenance of the WWTP.
- ii. MVES will provide oversight, direction and onsite training for CITY.
- iii. MVES shall oversee all required water quality sampling for the influent and effluent as required by CRWQCB.
- iv. MVES shall submit the required Monitoring Reports to the CRWQCB in accordance with WDR Order No. R5-2004-0008.
- v. An MVES Operator shall be available by phone for consultation by the City during normal working hours and after hours for emergency response as needed. After hours emergency response to the site is not included in the base price of this proposal.
- vi. MVES will provide all needed insurance at the appropriate levels as determined by the contract.
- vii. MVES will provide troubleshooting and systems evaluation, as needed, on those issues associated with the daily operations of the city's wastewater treatment systems.
- viii. MVES will review and submit monthly monitoring reports as required by the primacy agencies.
- ix. Additional Services - Additional services outside the scope of this proposal requested by the City of Orange Cove can be provided on an as needed basis at an hourly rate of \$95 per hour (two hour minimum) plus mileage charges.
- x. The CITY or its designee must be notified of any notices from, and all meetings/discussions held with, SWRCB and/or outside contractors related to system improvements, repair work proposed or required at the WTP, and compliance concerns and requirements.

Responsibilities of CITY

The CITY shall provide the following as part of the Scope of Services.

- i. Existing as-built drawings, Operations and Maintenance manuals, operations plans and other information currently on file with the CITY pertaining to CITY's water and wastewater operations.
- ii. Historical reports and data on file with the CITY pertinent to all phases of operations.
- iii. Access to areas of CITY sites as required for MVES to complete the Scope of Services.
- iv. Availability of key CITY staff for meetings at reasonable times and with reasonable notice.
- v. Timely availability and cooperation of CITY staff as needed for submission of required reports.
- vi. The cost of all maintenance and capital improvements.

4. Indemnification

To the furthest extent allowed by law, MVES 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness or willful misconduct of MVES, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. This indemnification specifically includes any claims that may be made against CITY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement or otherwise, and any claims made against CITY alleging civil rights violations by MVES under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on CITY for MVES' failure to provide independent contractor form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

To the furthest extent allowed by law, CITY shall indemnify, hold harmless, and defend MVES 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), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CITY, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring during this Agreement or any extension hereof.

5. Insurance Types and Limits

MVES, at its sole cost and expense, shall procure and maintain for the duration of this Agreement, the following types and limits of insurance:

Type	Limits	Form
Commercial General Liability	\$1,000,000 per occurrence. \$3,000,000 Aggregate	At least as broad as ISO CG 0001, and Property Damage
Employer's Liability	\$1,000,000 per incident.	

The Certificate of Insurance for commercial general liability must name the CITY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds, indicate that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by the CITY shall be excess. If at any time during the life of the Agreement or any extension, MVES or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement may be suspended or discontinued immediately upon notice to MVES, and all payments due or that become due to MVES shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve MVES of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

6. Termination of Agreement

Either party may terminate this Agreement upon receipt of thirty (30) days written notice from one party to the other. In the event of such termination, CITY shall pay MVES consulting fees for all services provided by MVES prior to the date CITY gives notice of termination. All reports normally prepared by MVES under this Agreement shall be due on and cover, and must be prepared by MVES no later than, the last business day before termination of the Agreement. In the event that the CITY terminates this Agreement and the date of termination falls within a calendar month, CITY will pay to MVES a prorated portion of the monthly flat rate amount by the last day of the calendar month containing the date of termination. Termination of this Agreement shall not relieve the CITY's obligation to timely pay any other amounts billed by MVES for services rendered and supplies purchased prior to the termination of the Agreement. The CITY will not pay lost anticipated profits or other economic loss. All payments by CITY are conditioned upon receipt from MVES of any and all pending reports, plans, specifications and other documents prepared by MVES in accordance with this Agreement. No sanctions will be imposed.

7. Compensation

(a) CITY shall compensate MVES for the monthly flat rate amount of five thousand, three hundred seventy-five dollars and no cents (\$5,375.00) for each and every month for the duration of the Agreement. All other amounts due and payable hereunder (extra hours, travel, supplies) shall be paid by CITY within thirty (30) days of MVES's billing for the same in accordance with sub-paragraphs (b) and (c).

(b) **Additional Operator Time & Supply Purchases:** Any additional time over the average of eight (8) hours per week, additional trips over two (2) per week and/or not performed during normal working hours, will be billed at the rate of ninety-five dollars (\$95) per hour, provided that such time is clearly documented. MVES must obtain prior approval to work additional time from the Manager or his/her designee unless prevented by an emergency involving a danger to the health and safety of the public or of significant property damage. Emergency responses after normal working hours (as defined below) will be billed at an hourly rate not to exceed time and one half (1.5), or one hundred forty-two and one-half dollars (\$142.50).

To the extent possible, all work will be performed during normal working hours, which term is defined as Monday to Friday between 7 AM and 4 PM.

Any supply purchases by MVES deemed necessary for the operation of the water or wastewater facilities will be reimbursed to MVES as invoiced by CITY. MVES shall review proposed purchases estimated to be over two hundred fifty dollars (\$250) with Manager or his/her designee prior to incurring the same unless prevented by an emergency involving a danger to the health and safety of the public or of significant property damage.

(c) No later than the 15th day of each month, MVES must provide monthly billing statements to the CITY indicating: (1) all of the flat rate, any additional hourly service charges, supply or equipment charges, and any additional water quality testing requirements incurred by the CITY in the prior month; (2) Each date service was provided to the CITY, along with the corresponding number of service hours and a brief description of the service provided; (3) the corresponding rate at which hour services appearing on the statement were billed; and (4) the due date for a payment from the CITY.

(d) Compensation Adjustment – The compensation amount shall be adjusted annually on the anniversary date of the contract (by the percentage change) per the California CPI for All Urban Users found on the California Department of Industrial Relations website at <https://www.dir.ca.gov/oprl/CPI/EntireCCPI.PDF>.

8. Independent Contractor

In the furnishing of the services provided for herein, MVES is acting solely as an independent contractor. Neither MVES, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which MVES shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that MVES is performing its obligations in accordance with the terms and conditions thereof. Due to the fact that MVES is not the CITY's employee, MVES is responsible for paying any and all required state and federal taxes and other employer withholdings.

9. General Conditions Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

10. Assignment.

This Agreement is personal to MVES and there shall be no assignment by MVES of its rights of obligations under this Agreement without the prior written approval of the CITY Manager or her designee.

11. Compliance with Law.

In providing the services required under this Agreement, MVES shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Waiver.

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. The parties agree that this Agreement is made in and shall be performed in Kings County, California.

14. Further Assurances.

Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

15. No Third-Party Beneficiaries Intended.

Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

16. Waivers.

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

17. Entire Agreement Represented.

This Agreement represents the entire agreement between MVES and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

//

MOUNTAIN VALLEY ENVIRONMENTAL SERVICES, INC., a California corporation

Date: _____ By: _____

Randy D. Johnson

Title: President

CITY OF ORANGE COVE

Date: _____ By: _____

Rudy Hernandez

Title: Interim City Manager

POLICE DEPARTMENT MONTHLY REPORT

February 9, 2022

Staff levels..... Department is at full staff. Officer Martinez hired in November is progressing well. Officer Knoy has finished training now working solo. One officer out with Covid.

Records: Supervisor has been out 3 weeks, Janeyra missed two weeks, returned last week.

Animal Shelter.....Is running very well. See attached report.

Events: No events at this time.

Grants:

Tobacco Grant . The quarterly report was turned in January.

Vehicles: Animal Control Vehicle is pending.

Covid 19: Omicron has spiked and now starting to decline. New Covid Relief Package agreed upon by Governor and legislature to pay for additional time off for employees suffering from COVID.



Marty Rivera
Chief of Police

ORANGE COVE ANIMAL CONTROL STATISTICAL ACTIVITY REPORT

MONTH: January

OFFICER: R. DIAZ

BITE REPORTS	
PRIOR MONTH STRAYS	5 from December
STRAY DOGS	09 Picked up in January
EUTHANIZED DOGS	3 in January
ADOPTED DOGS	0
RESCUED DOGS	2 In January
INJURED STRAY DOGS	
ANIMAL CRUELTY INVESTIGATIONS	None
RELEASED DOGS TO OWNER	0
CITATIONS ISSUED	1
QUARANTINED DOGS	
OTHER ANIMAL	
MISC	
DOGS IN SHELTER	9 Dogs in shelter



Date: February 9, 2022
To: Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: Update on Financial Issues
Attachments: None.

Background

- Parcel Tax/Utility Users Tax Ballot Measure for November 2022
- Use of Senior Center By Proteous

RECOMMENDATION:

For Information Only.

Prepared by: _____ Approved by: _____

REVIEW: City Manager: _____ Finance: _____ City Attorney: _____

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

Mayor:
Victor P. Lopez

Mayor Pro Team:
Diana Guerra Silva

City Council Members:
Roy Rodriguez
Josie Cervantes
Esperanza Rodriguez



Incorporated January 20, 1948

Rudy Hernandez
Interim City Manager
(559) 626-4488 ext. 216

Rudy Hernandez
Financial Consultant
(559) 626-4488 ext. 216

City Clerk:
June V. Bracamontes
(559) 626-4488 ext. 214

633 Sixth Street, Orange Cove, CA 93646 | Phone: (559) 626-4488 | FAX: (559) 626-4653

Date: December 8, 2021
To: The Honorable Mayor and City Council
From: Rudy Hernandez, Interim City Manager
Subject: APPROVE THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF FRESNO AND THE CITY OF ORANGE COVE, COMMONLY REFERRED TO AS THE "ANNEXATION AND TAX SHARING AGREEMENT".

Attachments: Amended and Restated Memorandum Understanding and Exhibits 1-5.

BACKGROUND:

The County of Fresno has comprehensive Agreements covering annexations, development, tax sharing, and other matters with all cities within its jurisdiction. These Agreements outline necessary provisions to comply with the Cortese-Knox Local Government Reorganization Act, State Revenue and Taxation Code, County General Plan, and other State and local laws and regulations. The City of Orange Cove last entered into a comprehensive MOU with Fresno County in 2006, with a subsequent one year extension approved in March 2021. The 2006 MOU is set to expire on March 21, 2022.

The Amended and Restated MOU removes all references to the Orange Cove Redevelopment Agency and provisions related to Redevelopment law. It maintains all pertinent provisions, including provisions that the County and City negotiated and approved in 2017, allowing for less onerous annexations which is of benefit to the City. All tax sharing formulas remain the same. The Amended and Restated MOU has a 15-year term, which will expire in 2036. Also included is the identification of "future growth areas," which are mutually agreed upon areas of potential Sphere of Influence (SOI) expansion and annexation anticipated over the MOU period, as required by LAFCO.

RECOMMENDATION:

For the City Council to approve the amended Memorandum of Understanding (MOU) regarding annexation and tax sharing with Fresno County.

FISCAL IMPACT:

The tax sharing percentages and allocations remain the same in this Agreement as the current Agreement. For property annexed from the County into the City, the County receives 100% of the base property tax revenue that it was receiving prior to the annexation of the property and receives 63% of any additional increment, or revenue increase, once development of the property takes place. The City receives 37% of any additional increment generated. For property that generates sales tax, there is a complex formula that provides for a sharing of the revenue between the County and City.

Prepared by: _____ Approved by:  _____
REVIEW: City Manager: ☒ Finance: ☐ City Attorney: ☐

TYPE OF ITEM:	COUNCIL ACTION:	APPROVED	DENIED	NO ACTION
<input type="checkbox"/> Consent	<input type="checkbox"/> Public Hearing			
<input type="checkbox"/> Info Item	<input type="checkbox"/> Matter Initiated by Council Member			
<input checked="" type="checkbox"/> Action Item	<input type="checkbox"/> Other			
<input type="checkbox"/> Department Report	<input type="checkbox"/> Continued to: _____			
<input type="checkbox"/> Redevelopment Agency	_____			

1 AMENDED AND RESTATED
2 MEMORANDUM OF UNDERSTANDING BETWEEN
3 THE COUNTY OF FRESNO, THE CITY OF ORANGE COVE,
4 AND THE ORANGE COVE REDEVELOPMENT AGENCY.

5 THIS AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
6 (hereinafter "Restated MOU") is made and executed this 21st day of
7 March, 2006, by and between the COUNTY OF FRESNO, a political
8 subdivision of the State of California (hereinafter referred to as "CITY"), and the City of
9 ORANGE COVE, a municipal corporation of the State of California (hereinafter referred
10 to as "CITY"), and the ORANGE COVE REDEVELOPMENT AGENCY, a
11 redevelopment agency organized and existing under and by virtue of the laws of the
12 State of California (hereinafter referred to as "AGENCY").

13 W I T N E S S E T H

14 WHEREAS, COUNTY, CITY and AGENCY wish to work together to develop a
15 fair and equitable approach to tax sharing and the encouragement of sound economic
16 growth; and

17 WHEREAS, in order to encourage economic development and environmentally
18 sound land use planning, it is important that any tax sharing among COUNTY, CITY and
19 AGENCY be determined in advance and that such arrangements not be fiscally
20 detrimental to either COUNTY, CITY, or AGENCY; and

21 WHEREAS, COUNTY, CITY and AGENCY recognize the importance of
22 COUNTY and CITY services and are prepared to cooperate in an effort to address
23 COUNTY's and CITY's fiscal problems; and

24 WHEREAS, through annexation and appropriate redevelopment, CITY and
25 AGENCY provide the opportunity for economic growth and development to support
26 public services for CITY and COUNTY; and

27 WHEREAS, close cooperation between COUNTY, CITY and AGENCY is
28 necessary to maintain the quality of life throughout Fresno County and deliver needed
 services in the most cost-efficient manner to all CITY and COUNTY residents; and

1 WHEREAS, COUNTY recognizes the need for orderly growth within and
2 adjacent to CITY and for supporting appropriate annexations and promoting the
3 concentration of development within CITY; and

4 WHEREAS, CITY and AGENCY recognize that development within CITY limits
5 may also have the effect of concentrating revenue-generating activities within CITY
6 rather than in unincorporated areas and that, as a result of Proposition 13 and its
7 implementing legislation, annexation by CITY of unincorporated territory can result in a
8 loss of revenue sources for COUNTY unless there is significant new development
9 activity as a result of annexation; and

10 WHEREAS, annexation which results in the development of urban uses in
11 response to a clearly demonstrated community demand is appropriate; and well
12 planned and fiscally sound redevelopment can be a valuable tool in the physical and
13 economic development of CITY and COUNTY;

14 WHEREAS, the parties recognize that COUNTY General Plan Goal LU-G
15 provides that COUNTY will direct urban growth and development within the cities
16 spheres of influence to existing incorporated cities and will ensure that all development
17 in city fringe areas is well planned and adequately served by necessary public facilities
18 and infrastructure and furthers countywide economic development goals; and

19 WHEREAS, the parties recognize that when urban growth and development is
20 directed to cities there is a lost opportunity of development by COUNTY in the
21 unincorporated area and that sharing of local sales and use taxes generated by such
22 development would serve as a tool for the COUNTY to participate in receiving a share
23 of that new revenue; and

24 WHEREAS, it is the interest of the parties to require all new urban development
25 to pay a roughly proportionate share of the cost of urban services and infrastructure
26 created by the development, whether it occurs in the CITY or in the adjacent
27 unincorporated area of the CITY's sphere of influence.

28 WHEREAS, COUNTY, CITY AND AGENCY executed a Joint Powers Agreement

1 dated March 30, 1982 for the distribution of property tax increment revenue collected in
2 subproject areas located outside City limits.

3
4 NOW, THEREFORE, COUNTY, CITY and AGENCY hereby agree as follows:

5 ARTICLE I

6 DEFINITIONS

7 Unless the particular provision or context otherwise requires, the definitions
8 contained in this article and in the Revenue and Taxation Code shall govern the
9 construction, meaning, and application of words used in this RESTATED MOU.

10 1.1 "Base property tax revenues" means property tax revenues allocated by
11 tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a
12 given tax rate area annexed in the fiscal year immediately preceding the tax year in
13 which property tax revenues are apportioned pursuant to this RESTATED MOU,
14 including the amount of State reimbursement of the homeowners' and business
15 inventory exemptions.

16 1.2 Except as provided in Section 6.1, "property tax increment" means
17 revenue from the annual tax increment, as "annual tax increment" is defined in Section
18 98 of the Revenue and Taxation Code, attributable to the tax rate area for the
19 respective tax year.

20 1.3 "Substantial development" or "substantially developed" means real
21 property which, prior to annexation, has an improvement value to land value ratio equal
22 to or greater than 1.25:1, as of the lien date in the fiscal year in which the annexation
23 becomes effective under the Cortese-Knox Local Government Reorganization Act, and
24 on and after January 1, 2000, the Cortese-Knox-Hertzberg Local Government
25 Reorganization Act of 2000.

26 1.4 "Property tax revenue" means base property tax revenue, plus the
27 property tax increment for a given tax rate area.
28

1.5 "Tax apportionment ratio" means the tax apportionment ratio of the parties for a given fiscal year and shall be ascertained by dividing the amount determined for each party pursuant to Revenue and Taxation Code Sections 96(a) or 97(a), whichever is applicable, by that party's gross assessed value, and by then dividing the sum of the resulting tax rate equivalents of both parties into each party's tax rate equivalent to produce the tax apportionment ratio.

1.6 "Tax rate equivalent" means the factor derived for an agency by dividing the property tax levy for the prior fiscal year computed pursuant to Section 97 of the Revenue and Taxation Code by the gross assessed value of the agency for the prior fiscal year.

1.7 "Redevelopment project" means any new redevelopment plan or project area and any amendment to an existing development plan or project area to which Health and Safety Code Section 33354.6, as amended by Chapter 147 of the 1984 Statutes, applies. For example, the addition of the power of eminent domain to an existing redevelopment plan is not a "redemption project" because it does not affect any of the criteria listed in Health and Safety Code Section 33354.6.

1.8 "Effective Date" shall mean the date that all the parties hereto shall execute this Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Orange Cove and the City of Orange Cove Redevelopment Agency.

1.9 "Urban development" or "urban type development" shall mean development not allowed in areas designated Agriculture, Rural Residential or River Influence in COUNTY's General Plan or its applicable community plans as of the Effective Date of this RESTATED MOU.

ARTICLE II.

ANNEXATIONS BY CITY

2.1 Any annexations undertaken by CITY following the date of the execution of this RESTATED MOU shall be consistent with both the terms of this MOU and the

standards (hereinafter "The Standards" or "Standards") as set forth in Exhibit "1", attached hereto and incorporated by reference herein as if set fourth fully at this point. This RESTATED MOU shall not apply to annexations proposed by CITY which are not in compliance with its terms or which fail to meet The Standards. If a proposed annexation is not in compliance with the terms of this RESTATED MOU, including but not limited to, The Standards, then no property tax exchange agreement, as required by Revenue and Taxation Code Section 99, shall exist in regards to that proposed annexation. Any such non-complying annexation shall be handled individually through separate negotiations between CITY and COUNTY.

2.2 In order to encourage the orderly processing of proposed annexations, CITY shall, at least thirty (30) days prior to filing any annexation proposal with the Fresno County Local Agency Formation Commission (hereinafter "LAFCO"), notify COUNTY of its intention to file such proposal and the date upon which CITY expects such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with COUNTY to review whether its proposed annexation complies with The Standards. Within fifteen (15) days after the date COUNTY receives notice by the CITY of its annexation proposal, COUNTY shall notify CITY in writing if it has determined that the proposed annexation is inconsistent with The Standards. Upon receipt of such notification, CITY may either modify the proposal to COUNTY's specifications or adopt a resolution finding that the proposed annexation is, in CITY's determination, consistent with The Standards.

2.3 If CITY adopts a resolution making the findings described in Section 2.2, then COUNTY may challenge such findings by appropriate court action filed within thirty (30) days of receipt of written notice of the adoption of CITY's resolution. The court shall independently review the evidence and determine whether the proposed annexation is consistent with the Standards.

As an alternative to a judicial challenge by the COUNTY, the parties may within the aforesaid thirty (30) day period mutually agree in writing to arbitrate their dispute

1 through proceedings conducted in accordance with the rules established by the
2 American Arbitration Association. The parties upon agreeing to arbitrate will proceed
3 with arbitration in a timely manner. The arbitrator hearing the matter shall
4 independently review the evidence and determine whether the proposed annexation is
5 consistent with The Standards.

6 Costs incurred by the prevailing party, either in county proceedings or the
7 arbitration proceedings, shall be paid by the non-prevailing party. The parties agree
8 that CITY shall not proceed to LAFCO with the proposed annexation until the dispute is
9 finally resolved either by court or arbitration proceedings. If CITY attempts to proceed
10 with such proposed annexation prior to the expiration of the period in which COUNTY
11 may file its court action or agree to arbitrate, or prior to the final conclusion of such court
12 or arbitration proceeding, then this RESTATED MOU shall immediately terminate as to
13 such annexation and, in particular, no property tax exchange agreement, as required by
14 Section 99 of the Revenue and Taxation Code, shall exist between CITY and COUNTY
15 as to that proposed annexation.

16 Notwithstanding the foregoing, the CITY may proceed to LAFCO under this
17 RESTATED MOU if court or arbitration proceedings are not completed within thirty (30)
18 days after the filing thereof provided, however, that LAFCO in its resolution of approval,
19 at the request of the CITY, conditions the completion of the annexation upon the
20 Executive Officer's prior receipt of a certified copy of the document evidencing the
21 finality of the aforesaid court or arbitration proceedings determining that the proposed
22 annexation is consistent with Exhibit "1" attached hereto, or alternatively, receipt of a
23 written stipulation of the CITY and COUNTY agreeing that a master property tax
24 agreement still exists permitting the completion of such proposed annexation. If LAFCO
25 declines to include the aforesaid condition, or CITY fails to timely request such
26 condition, no property tax exchange agreement as required by Section 99 of the
27 Revenue and Taxation Code shall exist between CITY and COUNTY as to that
28 proposed annexation. If CITY nevertheless attempts to proceed with the annexation,

1 such action on the part of the CITY shall also be deemed good cause for the COUNTY
2 at its option to terminate this MOU in its entirety.

3 2.4 For the purpose of promoting economic development and job creation, an
4 Alternate Standard for Annexation for industrial or regional commercial uses is hereby
5 created. In the place of the Standards for Annexation set forth in Exhibit 1, the Alternate
6 Standard for Annexation shall apply to and govern the review of annexation proposals
7 for industrial or regional commercial uses. Annexation proposals for industrial/regional
8 commercial uses shall include a conceptual development plan, as described herein.
9 The conceptual development plan shall consist of the economic objectives to be
10 achieved, the service and financing strategy and its schedule, and shall include a map
11 of the proposed rezoning. The conceptual development plan's schedule shall include
12 milestones for major project components, to measure the progress of the project. Due
13 to the complexity of such projects the development schedule for planning and
14 implementation may reasonably require a period of from five to ten years. The
15 annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to
16 Section 2.2. Annexation proposals that comply with the criteria of this Section 2.4 shall
17 be deemed to comply with Section 2.1. The annexation application to be submitted to
18 LAFCO shall be considered complete upon adoption of the rezoning by the CITY.
19 COUNTY and CITY agree to meet annually to review the progress toward the
20 achievement of the economic development objectives and to identify ways to promote
21 mutual economic development objectives.

22 2.5 Section 2.4 shall be deemed suspended if CITY rezones an area that was
23 annexed using the Alternate Standard for Annexation to a zone other than
24 Industrial/Regional Commercial without COUNTY's consent.

25 ARTICLE III

26 EXCHANGE OF PROPERTY TAX REVENUES TO BE 27 MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE 28

1 3.1 The property tax revenues collected in relation to annexations covered by
2 the terms of this RESTATED MOU shall be apportioned between CITY and COUNTY
3 as set forth in Sections 3.2 and 3.3 below. The parties acknowledge that, pursuant to
4 Sections 54902, 54902.1 and 54903 of Government Code and Sections 97 and 99 of
5 the Revenue and Taxation Code, the distribution of such property tax revenues will not
6 be effective until the revenues are collected in the tax year following the calendar year
7 in which the statement of boundary changes and the map or plat is filed with the County
8 Assessor and the State Board of Equalization.

9 3.2 In regards to the annexation of real properties which are not considered
10 substantially developed at the time of annexation, COUNTY will retain all of its base
11 property tax revenue upon annexation. The amount of the property tax increment for
12 special districts whose services are assumed by CITY shall be combined with the
13 property tax increment of the COUNTY, the sum of which shall be allocated between
14 CITY and COUNTY pursuant to the following ratio:

15 COUNTY: 63%

16 CITY: 37%

17 Effective July 1, 2006 these property tax-sharing ratios shall be as shown in Exhibit "2".

18 3.3 In regards to the annexation of real properties which are considered
19 substantially developed at the time of annexation, property tax revenue (base plus
20 increment) will be reallocated as follows: a detaching or dissolving district's property tax
21 revenue (base plus increment) shall be combined with COUNTY's and the sum of which
22 shall be allocated between CITY and COUNTY pursuant to the ratio set forth in Section
23 3.2.

24 ARTICLE IV

25 DEVELOPMENT WITHIN AND ADJACENT

26 TO CITY'S SPHERE OF INFLUENCE AND FEE COLLECTION PROCESS

27 4.1 COUNTY shall not approve any discretionary development permits for
28 new urban development within CITY's sphere of influence unless the development shall

1 have first been referred to CITY for consideration of possible annexation. If CITY does
2 not, within sixty (60) days of receipt of notice from COUNTY, adopt a resolution of
3 application to initiate annexation proceedings before LAFCO, COUNTY may approve
4 development permits for that new urban development. County's approval shall take into
5 consideration CITY's general plan and be consistent with COUNTY's general plan
6 policies, provided, that the development is orderly and does not result in the premature
7 conversion of agricultural lands.

8 4.2 Within the CITY's sphere of influence, COUNTY shall require compliance
9 with development standards that are comparable to CITY's and charge fees reflecting
10 the increased administrative and implementing cost where such CITY standards are
11 more stringent than COUNTY's. These requirements shall apply to discretionary
12 development applications approved by COUNTY. For purposes of this Agreement,
13 "discretionary development applications" shall mean General Plan Amendments,
14 Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits,
15 Director Review and Approvals, and Variances.

16 4.3 CITY development fees shall be charged for any discretionary
17 development applications to be approved by the COUNTY within CITY's sphere of
18 influence. To establish or amend CITY development fees, CITY shall conduct a public
19 hearing and notify property owners in accordance with State Law. At the conclusion of
20 that hearing, CITY shall adopt a resolution describing the type, amount, and purpose of
21 CITY fees to be requested for COUNTY adoption.

22 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption
23 of the fees. CITY shall include a draft ordinance for COUNTY's adoption with
24 appropriate supporting documentation or findings by the CITY demonstrating that the
25 fees comply with Section 66000 of the Government Code and other applicable State
26 Law requirements. CITY fees may also include CITY's and COUNTY's increased
27 administrative costs and inspection charges.

1 4.5 COUNTY shall collect any such applicable CITY development fees at the
2 time of final map approval or issuance of building permits as established by the fee
3 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY
4 evidencing the payment of the fees directly to CITY, or written confirmation by CITY that
5 fees are inapplicable. If COUNTY imposes and collects fees on behalf of CITY,
6 COUNTY shall transfer the fees to CITY at the earliest time legally permitted.

7 4.6 CITY shall give COUNTY at least thirty (30) days notice before
8 implementing any new fees or an amendment to existing fees. Notwithstanding this
9 Section 4.6, or any other provision of this MOU, CITY shall be solely responsible for
10 determining the amount of the fees and setting them in accordance with law. This
11 Section 4.6 shall not be construed as a representation by COUNTY as to the propriety
12 of the fees or the procedures used in setting them.

13 4.7 CITY shall hold harmless, defend and indemnify the COUNTY from all
14 claims, demands, litigation of any kind whatsoever arising from disputes relating to the
15 fees, the enactment of or the collection of CITY development fees.

16 4.8 If COUNTY adopts capital facilities fees, CITY shall require that an
17 applicant for any land use entitlement or permit within CITY shall pay all COUNTY
18 public facilities fees applicable to the entitlement or permit on behalf of the COUNTY.
19 At the COUNTY's request, CITY shall either timely impose and collect all such fees or
20 shall require the applicant to present a voucher issued by COUNTY evidencing the
21 payment of fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate
22 the impact of development on required COUNTY facilities and services including, but
23 not limited to, the criminal justice system, health, social services, parks, transportation
24 and library. CITY shall transfer the fees collected to COUNTY at the earliest time
25 legally permissible to do so. COUNTY may impose new fees and amend existing fees
26 from time to time in its sole discretion. COUNTY shall give CITY at least thirty (30) days
27 notice before implementing any new fees or an amendment to existing fees.
28 Notwithstanding this Section 4.8, or any other provision of this Restated MOU,

1 COUNTY shall be solely responsible for determining the amount of the fees and setting
2 them in accordance with law. This Section 4.8 shall not be construed as a
3 representation by CITY as to the propriety of the fees or the procedures used in setting
4 them.

5 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all
6 claims, demands, litigations of any kind whatsoever arising from disputes relating to the
7 enactment or collection of COUNTY capital facilities fees.

8 4.10 COUNTY shall support urban unification. To this end, COUNTY shall
9 oppose the creation of new governmental entities within CITY's sphere of influence,
10 except for such entities that may be necessary to address service requirements that
11 cannot be addressed by annexation to CITY. CITY and COUNTY will support transition
12 agreements with current service providers which recognize the primary role of cities as
13 providers of urban services and where current services have participated in service
14 master planning.

15 4.11 Within the CITY's sphere of influence and for the two mile area beyond
16 that sphere of influence COUNTY and CITY agree that, in the early stages of
17 preparation of land use and circulation proposals and general plan amendments, they
18 shall consult at the staff level in such fashion as to provide meaningful participation in
19 the policy formulation process, and shall likewise consult on other policy changes which
20 may have an impact on growth or the provision of urban services. CITY shall also be
21 given the opportunity to respond to COUNTY before the final document is prepared for
22 presentation to COUNTY's Planning Commission. COUNTY agrees that it will solicit
23 comments from CITY in the preparation of any Initial Study required by the California
24 Environmental Quality Act undertaken within the area.

25 4.12 Any change in the CITY's sphere of influence proposed by either
26 COUNTY or CITY which would modify the area depicted in Exhibit "3-A" and
27 3-B requires the mutual consultation of both parties prior to submission to LAFCO.
28

ARTICLE V

IMPLEMENTATION OF SALES TAX

REVENUE COLLECTION

5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division 2, of the Revenue and Taxation Code (commencing with Section 7200), CITY is, concurrent with the execution of this RESTATED MOU, amending its local sales and use tax ordinance. This amendment shall be timely forwarded to the State Board of Equalization so that it will become operative as of the first July 1 following the CITY reaching the threshold forth in subsections 5.2.1 and 5.2.2. This amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a portion of the sales and use tax revenues generated within the incorporated areas of CITY in accordance with the applicable rate set forth on Exhibit 4", attached hereto and incorporated by reference as if set forth fully at this point. The format of this amendment by CITY to its local sales and use tax ordinance shall likewise provide as a credit against the payment of taxes due under such ordinance, an amount equal to any sales and use tax due to COUNTY.

5.2 Except as otherwise provided herein, CITY further agrees that the amendment adopted pursuant to Section 5.1 above shall likewise provide for the periodic reallocation of additional sales tax revenues generated within the incorporated areas of CITY in accordance with the schedule set forth on Exhibit "4". Each subsequent incremental adjustment shall go into effect at the commencement of the fiscal year indicated. These periodic adjustments shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect that portion of the sales and use tax revenues generated within the incorporated areas of CITY equal to the applicable percentage as specified in Exhibit "4". These periodic adjustments shall automatically go into effect provided that:

5.2.1 CITY receives sales tax revenues per capita in an amount greater than fifty percent (50%) of the sales tax revenue per capita collected by all

1 Fresno County cities when taken as a group during the most recent fiscal
2 year for which State Board of Equalization information is available, then it
3 hereby agrees to reallocated sales tax revenues with COUNTY beginning
4 in fiscal year 2005-06 in accordance with the provisions of this article; and
5 5.2.2 CITY's annual sales tax revenue information is available for the
6 State Board of Equalization allows City to reallocate sales tax revenue at
7 the percentage designated in Exhibit "4" and still have a net increase in its
8 remaining sales tax revenue when compared with the fiscal year
9 immediately preceding the fiscal year described above. The periodic
10 phase in of sales tax reallocation described herein shall be delayed from
11 year-to-year if CITY falls below the sales tax reallocation threshold as
12 identified in Section 5.2. In those years in which CITY does not meet the
13 sales tax reallocation threshold, CITY's sharing proportion shall continue
14 at the same rate as in the last year in which CITY met or exceeded the
15 threshold. When, in a subsequent year, CITY again meets or exceeds the
16 threshold, the sharing proportion of CITY shall be at the next higher
17 sharing proportion shown on Exhibit "4", and the annual phase-in shall
18 continue therefrom.

19 5.3 The sales tax ordinance amendments adopted by CITY pursuant to this
20 article are intended to reduce CITY's sales tax rate from its then-existing level to a level
21 which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue
22 collecting those amounts set forth in the previous provisions of this article as well as the
23 applicable percentages set forth on Exhibit "4". In addition, each periodic adjustment is
24 intended by the parties to enable COUNTY to collect an amount equivalent to the
25 applicable percentage specified in Exhibit "4".

26 5.4 Whenever CITY proposes an annexation of unincorporated territory which
27 generates substantial sales tax revenue for COUNTY, CITY, agrees to further amend its
28 local sales and use tax ordinance as set for in this section. Notwithstanding the

1 language of subsections 5.2.1 and 5.2.2, this additional amendment shall become
2 operative no later than the commencement of the next calendar quarter following the
3 date upon which such annexation is certified as complete by the Executive Officer of
4 LAFCO. This additional amendment shall decrease CITY 's sales tax rate to yield an
5 amount of substantial sales tax revenue being collected by COUNTY in the area to be
6 annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding
7 percentage which shall continue to accrue to COUNTY throughout the term of this
8 RESTATED MOU. Any such additional amendment made by CITY pursuant to this
9 section shall be cumulative and likewise preserve intact any periodic adjustments
10 previously implemented pursuant to this RESTATED MOU. Further, CITY agrees that it
11 shall not split or separate areas into smaller annexations for the purpose of, or having
12 the effect of, creating an annexation or annexations which, individually, do not generate
13 substantial sales tax revenue, but which would generate such revenue if combined. For
14 purposes of this article, the term "substantial sales tax revenue" shall be defined as
15 sales tax revenue derived from taxable sales in the area annexed equal to at least:

16 5.4.1 If only information for less than one fiscal year exists, then
17 \$100,000 in taxable sales in the most recent quarter for which such
18 information from the State Board of Equalization is available in writing or
19 electronic or magnetic media, and projected to a full four quarters, at least
20 \$400,000 in taxable sales.

21 5.4.2 If information for one or more years exist, then \$400,000 in taxable
22 sales in the most recent year for which such information from the State
23 Board of Equalization is available in writing or electronic or magnetic
24 media.

25 5.5 If CITY fails to amend its sales tax ordinance as provided in section 5.1, or
26 if the amendment to the sales tax ordinance fails to provide for the periodic reallocation
27 of additional sales tax revenues as provided in section 5.2, the subsections therein, and
28 Exhibit "4", or if CITY fails to further amend its sales tax ordinance upon the annexation

1 of unincorporated territory which generates substantial sales tax revenue for COUNTY
2 as provided in section 5.4, or if CITY splits or separates areas into smaller areas as
3 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and,
4 in particular, no property tax exchange agreement, as required by Section 99 of the
5 Revenue and Taxation Code, shall exist between CITY and COUNTY.

6 5.6 CITY and COUNTY further agree that the annual report of the State Board
7 of Equalization and the Department of Finance Annual Population Estimates shall be
8 used as the data source for the purpose of calculating the per capita sales tax revenue
9 pursuant to this RESTATED MOU.

10 5.7 Application of the formula to be used in the allocation of revenues
11 pursuant to section 5.2 is illustrated in Exhibit "5", attached hereto and incorporated by
12 reference herein as if set forth fully at this point.

13 ARTICLE VI

14 REDEVELOPMENT

15 6.1 The parties acknowledge that circumstances may develop making it
16 desirable to negotiate the amount of property tax increment, as described in Section
17 33670 of the Health and Safety Code, that AGENCY will pass through to County and
18 the Fresno County Library District (hereinafter "Library District") in individual
19 redevelopment projects. In those instances where CITY or AGENCY wish to negotiate,
20 the parties agree to conduct and complete such negotiations within a 60-day period
21 following CITY or AGENCY's written notice to COUNTY of the desire to negotiate as to
22 the particular redevelopment project. These negotiations will take place prior to
23 AGENCY approval of the preliminary report. In the absence of such negotiations or if
24 negotiations do not result in an agreement within the negotiating period, CITY and
25 AGENCY will pass through to COUNTY and the Library District one hundred percent
26 (100%) of their respective shares of the property tax increment for the project. The
27 parties shall take all actions necessary under Section 33401 of the Health and Safety
28 Code and other provisions of law to accomplish the purposes of this article. This

1 obligation includes a finding by AGENCY that any pass through of the property tax
2 increment to COUNTY and the Library District is necessary and appropriate to alleviate
3 any financial burden or detriment to COUNTY and the Library District caused by a
4 redevelopment project.

5 6.2 Understanding that the following remedies are available without statement
6 herein, but desiring that the parties be aware, if a redevelopment project is approved
7 without CITY and AGENCY fully complying with this article, then COUNTY's cumulative
8 remedies shall include, but not be limited to, the following:

9 6.2.1 COUNTY may, to the full extent provided by law, challenge the
10 validity of the redevelopment plan approved or adopted for a
11 redevelopment project and may exercise any and all other such remedies
12 it may have related to such redevelopment project. This subsection shall
13 not be construed to allow COUNTY to challenge a redevelopment plan
14 approved prior to the date of this RESTATED MOU, except as allowed by
15 law in the absence of this RESTATED MOU.

16 6.2.2 If CITY and AGENCY fail or refuse to negotiate with COUNTY or if
17 negotiations do not conclude in an agreement, and CITY and AGENCY
18 pass through to COUNTY and the Library District less than one hundred
19 percent (100%) of their respective shares of the property tax increment,
20 then this RESTATED MOU shall automatically terminate and, in particular,
21 no property tax exchange agreement, as required by Section 99 of the
22 Revenue and Taxation Code, shall exist between City and County.

23 6.2.3 COUNTY may maintain a court action for specific performance of
24 the provisions of this article, and for declaratory relief to settle disputes as
25 to CITY's or AGENCY's compliance with this article.

26 6.3 The provisions of this article shall apply only to Redevelopment Plans
27 adopted prior to January 1, 1994. For each redevelopment plan adopted prior to
28

1 January 1, 1994, but amended after January 1, 1994, to include new territory, Article VI
2 of the RESTATED MOU shall be inapplicable to the new added territory.

3 ARTICLE VII

4 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

5 7.1 COUNTY recognizes that certain revenue reallocated to it by this
6 RESTATED MOU would otherwise have been appropriated by CITY to meet demands
7 for services. In light therefore, COUNTY agrees to use such new revenue in order to
8 maintain levels of COUNTY services that are supportive of CITY and AGENCY
9 services, unless the federal or state governments materially reduce the level of funding
10 for such services. Examples of such COUNTY services include: criminal justice
11 system, public health, and other similar services.

12 7.2 CITY agrees to continue enforcement of laws which result in the collection
13 of fines and forfeitures.

14 ARTICLE VIII

15 COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

16 8.1 CITY and COUNTY agree to work jointly for state legislation and
17 appropriations that would improve the fiscal condition of both CITY and COUNTY.

18 ARTICLE IX

19 GENERAL PROVISIONS

20 9.1 Term of MOU

21 This RESTATED MOU shall commence as of the date of execution by COUNTY,
22 CITY and AGENCY and shall remain in effect for a period of fifteen (15) years, unless
23 terminated prior to that time by mutual agreement of the parties.

24 In addition, should all or any portion of this RESTATED MOU be declared invalid
25 or inoperative by a court of competent jurisdiction, or should any party to this
26 RESTATED MOU fail to perform any of its obligations hereunder, or should any party to
27 this RESTATED MOU take any action to frustrate the intentions of the parties as
28 expressed in this RESTATED MOU, then in such event, this entire RESTATED MOU,

1 as well as any ancillary documents entered into by the parties in order to fulfill the intent
2 of this RESTATED MOU, shall immediately be of no force and effect and, in particular,
3 no property tax exchange agreement, as required by Section 99 of the Revenue and
4 Taxation Code, shall exist between the CITY and COUNTY as to unincorporated
5 property.

6 9.2 Geographic Application of RESTATED MOU

7 This RESTATED MOU shall apply only to the areas identified as the City of Orange
8 Cove's Sphere of Influence as depicted in Exhibit "3-A" and the New Planned Growth
9 Area as shown in Exhibit 3-B. This RESTATED MOU shall not apply to areas beyond
10 those included in Exhibits "3-A" and "3-B" unless and until the parties mutually agree to
11 amend this RESTATED MOU,

12 9.3 Termination Due to Changes in Law

13 The purpose of this MOU is to alleviate in part the revenue shortfall experienced
14 by COUNTY which may result from CITY's annexation of revenue-producing or
15 potentially revenue-producing properties located within the unincorporated area of
16 COUNTY, and from CITY's and AGENCY's redevelopment projects. The purpose of
17 this RESTATED MOU is also to enable CITY to proceed with territorial expansion and
18 economic growth consistent with the terms of existing law as mutually understood by
19 the parties as well as to maximize each party's ability to deliver essential governmental
20 services. In entering into this RESTATED MOU, the parties mutually assume the
21 continuation of the existing statutory scheme for the distribution of available tax
22 revenues to local government and that assumption is a basic tenet of this RESTATED
23 MOU. Accordingly, it is mutually understood and agreed that this RESTATED MOU
24 may, by mutual agreement be terminated should changes occur in statutory law, court
25 decisions or state administrative interpretations which negate the basic tenets of this
26 RESTATED MOU.

1 9.4 Modification

2 This RESTATED MOU and all of the covenants and conditions set forth herein
3 may be modified or amended only by a writing duly authorized and executed by
4 COUNTY, CITY and AGENCY.

5 9.5 Enforcement

6 COUNTY, CITY and AGENCY each acknowledge that this instrument cannot
7 bind or limit themselves or each other or their future governing bodies in the exercise of
8 their discretionary legislative power. However, each binds itself that it will insofar as is
9 legally possible fully carry out the intent and purposes hereof, if necessary by
10 administrative action independent of ordinances, and that this RESTATED MOU may
11 be enforced by injunction to the extent allowed by law.

12 9.6 Entire MOU; Suppression

13 With respect to the subject matter hereof, this RESTATED MOU supersedes any
14 and all previous negotiations, proposals, commitments, writings, and understandings of
15 any nature whatsoever between COUNTY, CITY and AGENCY except as otherwise
16 provided herein. This RESTATED MOU does not supersede existing written
17 agreements among COUNTY, CITY and AGENCY pertaining to redevelopment
18 projects, as defined in this RESTATED MOU, trigger the application of article VI of this
19 RESTATED MOU.

20 9.7 Notice

21 All notices, requests, certifications or other correspondence required to be
22 provided by the parties to this RESTATED MOU shall be in writing and shall be
23 delivered by first class mail or an equal or better form of delivery to the respective
24 parties at the following addresses:

25 COUNTY
26 County Administrative Officer
27 County of Fresno
28 Hall of Records, Room 300
 2281 Tulare Street
 Fresno, CA 93721

CITY AND AGENCY
 City Manager
 City of Orange Cove
 City Hall
 633 Sixth Street
 Orange Cove, CA 93646

1 9.8 Renegotiation

2 If County enters into an MOU with another City that has terms and conditions
3 more favorable in the aggregate to that city than those terms and conditions contained
4 herein, COUNTY agrees that it will negotiate such terms and conditions upon written
5 request from CITY or AGENCY, with the intent of offering a more favorable agreement.
6 Negotiations shall conclude thirty (30) days from the date of receipt of notice by
7 COUNTY and, if agreement is tentatively reached during that period, the legislative
8 bodies of the parties shall approve any such amendment within thirty (30) days from the
9 date of receipt of notice by COUNTY and, if agreement is tentatively reached during that
10 period, the legislative bodies of the parties shall approve any such amendment within
11 thirty (30) days following the date of the tentative agreement. COUNTY, CITY and
12 AGENCY are not required to reach agreement.

13 9.9 Notice of Breach

14 Prior to this RESTATED MOU being terminated as expressly provided in
15 Sections 5.5, 6.2.2 and 9.1, COUNTY shall provide notice to CITY and AGENCY of such
16 breach, and CITY and AGENCY shall comply with the terms and conditions of this
17 RESTATED MOU within thirty (30) days of receipt of notice. If CITY or AGENCY fail to
18 timely comply, this RESTATED MOU shall terminate as provided herein. During the
19 thirty (30) day notice period and until CITY and AGENCY certify in writing that they are
20 in compliance and COUNTY agrees in writing, no property tax exchange agreement, as
21 required by Section 99 of the Revenue and Taxation Code, shall exist between
22 COUNTY and CITY with respect to any pending annexations.

23 In like manner the CITY and AGENCY shall give COUNTY thirty (30) days
24 written notice and opportunity to cure any alleged breach of the RESTATED MOU on
25 the part of the COUNTY.

26 /

27 /

28 /

1 IN WITNESS WHEREOF, the parties hereto have executed this RESTATED MOU in
2 the County of Fresno, State of California, on the dates set forth above.
3

4 COUNTY OF FRESNO, a Political
5 Subdivision of the State of California
6 ("COUNTY")

7 By: Phil Larson
8 Phil Larson, Chairman
Board of Supervisors

9 MAR 21 2006

CITY OF ORANGE COVE, a Municipal
Corporation of the State of California
("CITY")

By: Victor P. Lopez
Victor P. Lopez, Mayor
City of ORANGE COVE

REDEVELOPMENT AGENCY OF THE
CITY OF ORANGE COVE ("Agency")

By: Bill Little
Bill Little, Executive Director

10 ATTEST:
11 Bernice E. Seidel,
12 Clerk to the Board of Supervisors

13 By: Gwen Duffell, Deputy
14

APPROVED AS TO LEGAL FORM:
15 DANIEL T. McCloskey, City Attorney
City of ORANGE COVE

By: [Signature]

16 REVIEWED AND RECOMMENDED
FOR APPROVAL
Bart Bohn, County Administrative Officer

ATTEST:

17 By: Bart Bohn
18

19 APPROVED AS TO LEGAL FORM:
20 Dennis Marshall, County Counsel

21 By: [Signature]
22

June V. Lopez-Bracamontes,
Clerk to the City of ORANGE COVE

By: [Signature]

23 APPROVED AS TO ACCOUNTING FORM:
Auditor-Controller/Treasure-Tax Collector

24 By: [Signature]
25
26
27
28

EXHIBIT 1
STANDARDS FOR ANNEXATION

- The proposal must be consistent with the adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development requiring urban services exists, at least 50% of the area proposed for annexation has:
 - (a) Approved tentative subdivision map (single-family residential)
 - (b) Approved site plan (for uses besides single-family residential)
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island or substantially surrounded area.
- The request for annexation is for an industrial or regional commercial project for which a development application has been made and no significant adverse environmental impact will result that cannot be mitigated or overridden by a necessary public purpose. Condition(s) assuring the financing or completion of necessary development infrastructure before completion of annexation shall be made a part of the proposal.
- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development annexation.

EXHIBIT 2
ORANGE COVE

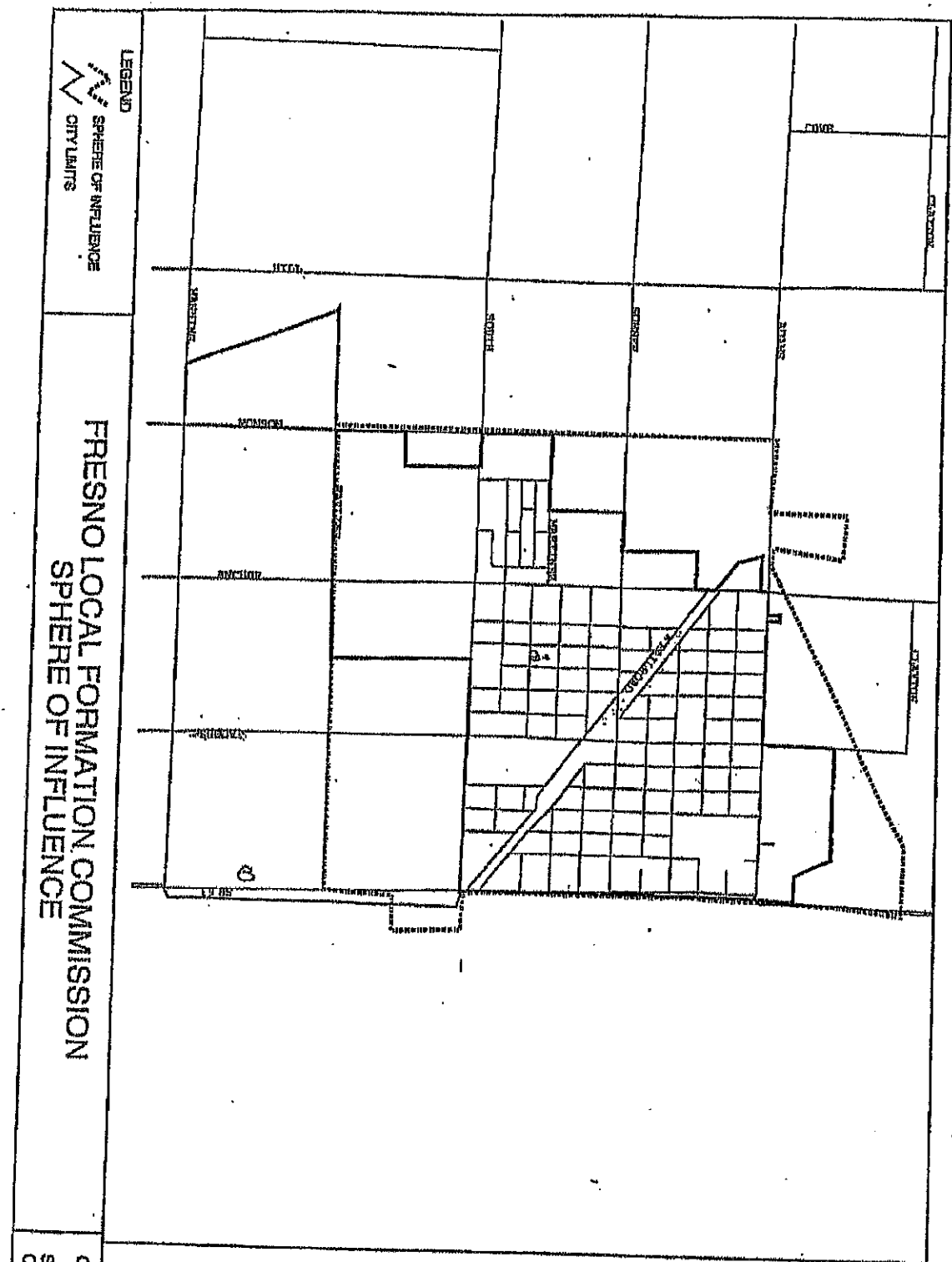
Effective July 1, 2006, the property tax-sharing ratios shall be as follows:

County	City	Effective Date:
63.0%	37.0%	July 1, 2006
63.0%	37.0%	July 1, 2007
63.0%	37.0%	July 1, 2008
63.0%	37.0%	July 1, 2009
63.0%	37.0%	July 1, 2010
63.0%	37.0%	July 1, 2011
63.0%	37.0%	July 1, 2012
63.0%	37.0%	July 1, 2013
63.0%	37.0%	July 1, 2014
63.0%	37.0%	July 1, 2015
63.0%	37.0%	July 1, 2016
63.0%	37.0%	July 1, 2017
63.0%	37.0%	July 1, 2018
63.0%	37.0%	July 1, 2019
63.0%	37.0%	July 1, 2020

CITY OF
ORANGE
COVE



City Data (3/30/4)
Total Acres are 1,541 Acres and
40% is in the second legal water
Sphere Area 1,541 Acres
City Area 1,150 Acres



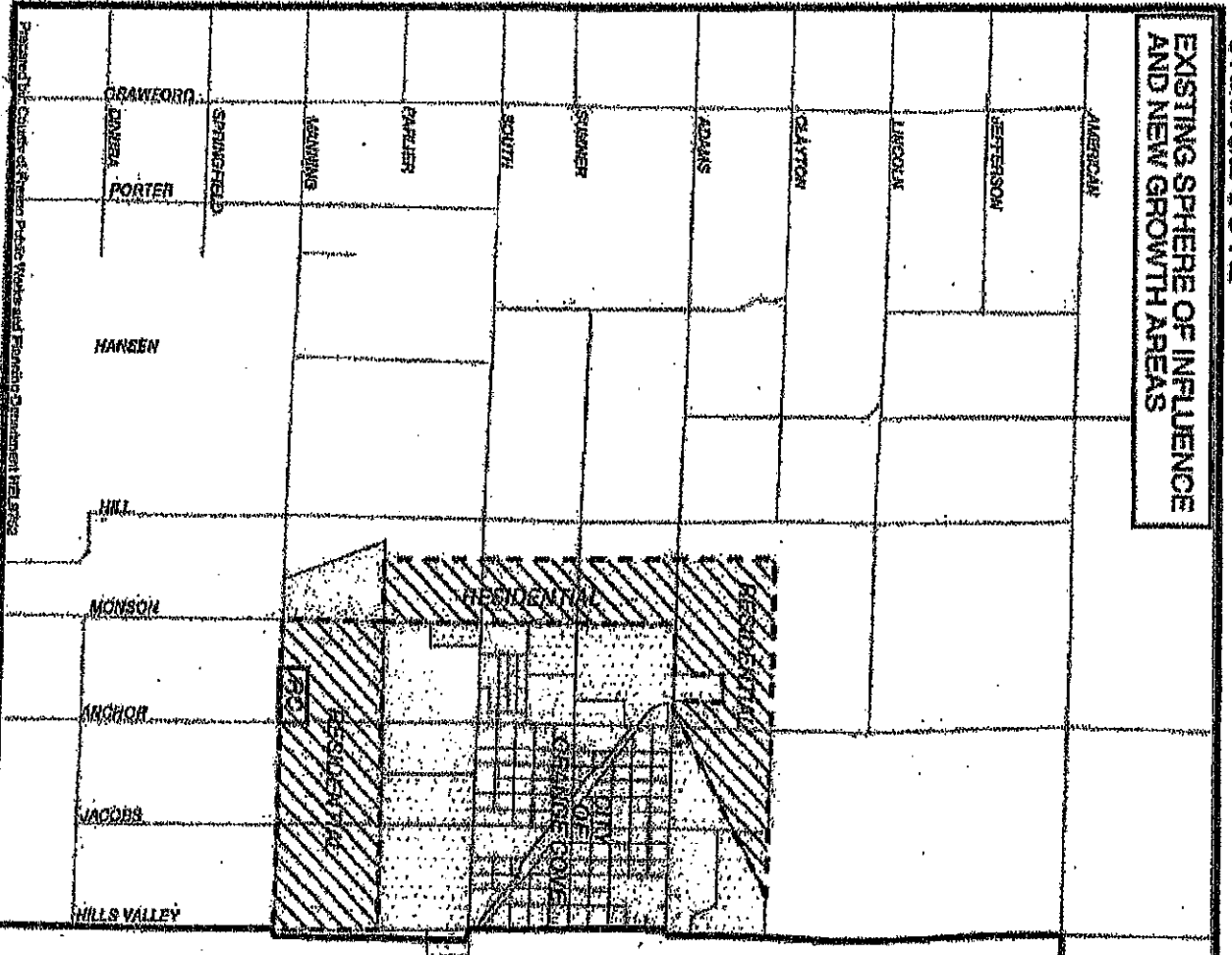
SPHERE OF INFLUENCE
CITY LIMITS

**FRESNO LOCAL FORMATION COMMISSION
SPHERE OF INFLUENCE**

ORANGE COVE

EXHIBIT 3-B

EXISTING SPHERE OF INFLUENCE
AND NEW GROWTH AREAS



TULARE COUNTY

LEGEND	
	NEW GROWTH AREAS
	EXISTING SPHERE OF INFLUENCE
	EXISTING CITY LIMIT BOUNDARY



EXHIBIT 4
ORANGE COVE

SALES TAX REVENUE
SHARING PROPORTION

YEAR	CITY
1	$\frac{1}{2}$
2	1
3	$1\frac{1}{2}$
4	2
5	$2\frac{1}{2}$
6	3
7	$3\frac{1}{2}$
8	4
9	$4\frac{1}{2}$
10	5
11	5
12	5
13	5
14	5
15	5

TABLE 1: SALES TAX REVENUE ALLOCATION APPLICATION FY 2003-04 DATA

EXHIBIT 5

CITY	SALES TAX REVENUE 2002-2003	POPULATION JANUARY 1 2003	PER CAPITA SALES TAX REVENUE 2002-2003	SALES TAX REVENUE 2003-2004	POPULATION JANUARY 1 2004	PER CAPITA SALES TAX REVENUE 2003-2004	MEETS 50% CRITERIA 2002-2003	MEETS 50% CRITERIA 2003-2004	GROWTH OVER 1/2%	SALES TAX REVENUE GROWTH
GLOVIS	\$11,068,774	76,977	\$145.09	\$11,890,894	80,894	\$145.89	A	A	YES	7.34%
COALINGA (1)	\$657,588	11,605	\$57.15	\$707,100	11,790	\$60.47	B	A	YES	15.14%
FIREBAUGH	\$648,375	6,172	\$105.05	\$560,376	6,565	\$85.10	A	A	YES	-13.57%
FOWLER	\$636,855	4,273	\$137.34	\$639,660	4,500	\$142.53	A	A	YES	43.08%
FRESNO	\$55,899,314	448,453	\$126.88	\$61,848,553	456,143	\$135.59	A	A	YES	8.70%
FURON	\$133,441	6,894	\$19.35	\$147,498	9,969	\$21.16	B	B	YES	10.63%
KERMAN	\$597,099	9,993	\$59.75	\$624,057	10,666	\$58.51	A	B	YES	4.51%
KINGSBURG	\$594,097	10,489	\$56.64	\$654,516	11,167	\$58.66	B	B	YES	10.17%
MENDOTA	\$325,350	8,163	\$39.86	\$342,470	8,656	\$39.56	B	B	YES	5.26%
ORANGE COVE	\$122,038	8,739	\$13.96	\$135,415	9,255	\$14.74	B	B	YES	11.78%
PARLER	\$194,849	12,167	\$15.00	\$293,961	12,282	\$23.97	B	B	YES	51.02%
REEDLEY	\$1,357,474	21,335	\$63.63	\$1,305,719	21,753	\$60.16	A	B	NO	-3.59%
SANGER	\$1,464,559	19,894	\$73.62	\$1,513,208	20,520	\$73.74	A	A	YES	3.32%
SAN JOAQUIN	\$116,983	3,482	\$33.50	\$125,836	3,599	\$35.54	B	B	YES	8.42%
SELMA	\$3,929,954	20,902	\$187.87	\$4,098,095	21,781	\$188.06	A	A	YES	4.31%
SALES TAX REVENUE TOTAL ALL CITIES	\$78,693,530	668,448	\$117.73	\$85,130,359	686,580	\$123.99				
PER CAPITA ALL CITIES			\$117.73			\$123.99				
UNINCORPORATED POPULATION (1)		172,975	\$123.85		176,062	\$123.85				
TOTAL COUNTY POPULATION		841,423			862,642					

SALES TAX REVENUES:

POPULATION DATA:

COLUMNS A & D, SOURCE: STATE BOARD OF EQUALIZATION ANNUAL REPORT STATISTICAL APPENDIX: FISCAL YEAR DATA AVAILABLE IN JANUARY OF NEXT CALENDAR YEAR.

PER CAPITA SALES TAX ALL CITIES (FY 1999) SUM COLUMNS A & B, THEN DIVIDE THE COLUMN A SUMMED TOTAL BY THE COLUMN B SUMMED TOTAL. THE RESULT IS LISTED IN COLUMN C AS "PER CAPITA CITIES".

50% MINIMUM CRITERIA:

THE PREVIOUS CALCULATIONS ARE DIVIDED BY 2, THEN A COMPARISON OF THIS NUMBER WITH THE NUMBERS IN COLUMNS C & F IS MADE. THE RESULTS ARE REFLECTED IN COLUMNS G & H. "A" MEANS ABOVE, "B" BELOW THE CRITERIA.

SALES TAX REVENUE GROWTH:

COLUMN I, COMPUTE PERCENTAGE GROWTH OF SALES TAX REVENUE IN COLUMN D COMPARED TO COLUMN A.

IF THE SALES TAX REVENUES OF THE CITY GREW BY AT LEAST 12%, THE RESULTS ARE REFLECTED IN COLUMN "I" WITH A "YES".

(1) COALINGA & UNINCORPORATED YEAR 2003 AND 2004 POPULATION ADJUSTED PER AGREEMENT DATED MARCH 23, 1999, SECTION 6, Population data for the adjustment provided by Council of Fresno County Governments

THIS SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (hereinafter "RESTATED MOU") is made and executed by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the City of Orange Cove, a municipal corporation of the State of California (hereinafter referred to as "CITY.

WHEREAS, on March 21, 2006, COUNTY and CITY entered into a comprehensive agreement covering development, annexations, sales taxes, property taxes, and other matters, referred to as the 2006 Amended and Restated Memorandum of Understanding ("2006 MOU"); and

WHEREAS, the 2006 MOU also included provisions relating to redevelopment and included as a party the former Orange Cove Redevelopment Agency, which CITY dissolved on February 1, 2012, following the State adopted comprehensive legislation, Assembly Bill X1 26 (Stats. 2011, 1st Ex. Sess. Chp. 5), dissolving California redevelopment agencies and prohibiting further redevelopment activities under the California Community Redevelopment Law (former Health and Safety Code Section 33000 et seq.); and

WHEREAS, the 2006 MOU is set to expire March 21, 2022; and

1

1 WHEREAS, due to the age of the 2006 MOU and the desire to make additional changes,
2 COUNTY and CITY have determined that it is in their best interests to entire into this RESTATED MOU,
3 which will supersede and replace the 2006 MOU; and

4 WHEREAS, COUNTY and CITY wish to continue to work together to develop a fair and equitable
5 approach to tax sharing and the encouragement of sound economic growth; and

6 WHEREAS, in order to encourage economic development and environmentally sound land use
7 planning, it is important that any tax sharing among COUNTY and CITY be determined in advance and
8 that such arrangements not be fiscally detrimental to either COUNTY or CITY; and

9 WHEREAS, COUNTY and CITY recognize the importance of COUNTY and CITY services and
10 are prepared to cooperate in an effort to address COUNTYs and CITYs fiscal problems; and

11 WHEREAS, through annexation CITY provides the opportunity for economic growth and
12 development to support public services for CITY and COUNTY; and

13 WHEREAS, close cooperation between COUNTY and CITY is necessary to maintain the quality
14 of life throughout Fresno County and deliver needed services in the most cost-efficient manner to all CITY
15 and COUNTY residents; and

16 WHEREAS, COUNTY recognizes the need for orderly growth within and adjacent to CITY and
17 for supporting appropriate annexations and promoting the concentration of development within CITY; and

18 WHEREAS, CITY recognizes that development within CITY limits may also have the effect of
19 concentrating revenue-generating activities within CITY rather than in unincorporated areas and that, as
20 a result of Proposition 13 and its implementing legislation, annexation by CITY of unincorporated territory
21 can result in a loss of revenue sources for COUNTY unless there is significant new development activity
22 as a result of annexation; and

23 WHEREAS, annexation is appropriate where it results in the development of urban uses in
24 response to a clearly demonstrated community demand, and it can be a valuable tool in the physical and
25 economic development of CITY and COUNTY; and

26 WHEREAS, the parties recognize that COUNTY General Plan Goal LU-G provides that COUNTY
27 will direct urban growth and development within the cities spheres of influence to existing incorporated
28

1 cities and will ensure that all development in city fringe areas is well planned and adequately served by
2 necessary public facilities and infrastructure and furthers countywide economic development goals; and

3 WHEREAS, the parties recognize that when urban growth and development is directed to cities
4 there is a lost opportunity of development by COUNTY in the unincorporated area and that sharing of
5 local sales and use taxes generated by such development would serve as a tool for the COUNTY to
6 participate in receiving a share of that new revenue; and

7 WHEREAS, it is the interest of the parties to require all new urban development to pay a roughly
8 proportionate share of the cost of urban services and infrastructure created by the development, whether
9 it occurs in the CITY or in the adjacent unincorporated area of the CITY's sphere of influence.

10 WHEREAS, COUNTY, CITY AND AGENCY executed a Joint Powers Agreement dated March
11 30, 1982, for the distribution of property tax increment revenue collected in subproject areas located
12 outside City limits.

13 NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

14 ARTICLE I

15 DEFINITIONS

16 Unless the particular provision or context otherwise requires, the definitions contained in this
17 article and in the Revenue and Taxation Code shall govern the construction, meaning, and application of
18 words used in this RESTATED MOU.

19 1.1 "Base property tax revenues" means property tax revenues allocated by tax rate
20 equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed
21 in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned
22 pursuant to this RESTATED MOU, including the amount of State reimbursement of the homeowners' and
23 business inventory exemptions.

24 1.2 Except as provided in Section 6.1, "property tax increment" means revenue from the
25 annual tax increment, as "annual tax increment" is defined in Section 98 of the Revenue and Taxation
26 Code, attributable to the tax rate area for the respective tax year.

27 1.3 "Substantial development" or "substantially developed" means real property which, prior
28 to annexation, has an improvement value to land value ratio equal to or greater than 1.25:1, as of the lien

1 date in the fiscal year in which the annexation becomes effective under the Cortese-Knox Local
2 Government Reorganization Act, and on and after January 1, 2000, the Cortese-Knox-Hertzberg Local
3 Government Reorganization Act of 2000.

4 1.4 "Property tax revenue" means base property tax revenue, plus the property tax increment
5 for a given tax rate area.

6 1.5 "Tax apportionment ratio" means the tax apportionment ratio of the parties for a given
7 fiscal year and shall be ascertained by dividing the amount determined for each party pursuant to
8 Revenue and Taxation Code Sections 96(a) or 97(a), whichever is applicable, by that party's gross
9 assessed value, and by then dividing the sum of the resulting tax rate equivalents of both parties into
10 each party's tax rate equivalent to produce the tax apportionment ratio.

11 1.6 "Tax rate equivalent" means the factor derived for an agency by dividing the property tax
12 levy for the prior fiscal year computed pursuant to Section 97 of the Revenue and Taxation Code by the
13 gross assessed value of the agency for the prior fiscal year.

14
15 1.7 "Effective Date" shall mean the last date that all the parties hereto execute this Amended
16 and RESTATED MOU between COUNTY and CITY.

17 1.8 "Urban development" or "urban type development" shall mean development not allowed
18 in areas designated Agriculture, Rural Residential or River Influence in COUNTY's General Plan or its
19 applicable community plans as of the Effective Date of this RESTATED MOU.

20 21 ARTICLE II

22 ANNEXATIONS BY CITY

23 2.1 Any annexations undertaken by CITY following the date of the execution of this
24 RESTATED MOU shall be consistent with both the terms of this MOU and the standards (hereinafter
25 "The Standards" or "Standards") as set forth in Exhibit "1", attached hereto and incorporated by reference
26 herein as if set fourth fully at this point. This RESTATED MOU shall not apply to annexations proposed
27 by CITY which are not in compliance with its terms or which fail to meet The Standards. If a proposed
28 annexation is not in compliance with the terms of this RESTATED MOU, including but not limited to, The

1 Standards, then the property tax exchange provisions of Article III of this RESTATED MOU shall not
2 apply in regards to that proposed non-complying annexation. An exchange of property tax revenues
3 between COUNTY and CITY for any such non-complying annexation shall be handled individually
4 pursuant to subdivision (e) of Section 99 of the Revenue and Taxation Code or by the negotiation of a
5 standalone property tax exchange agreement between COUNTY and CITY.

6 2.2 In order to encourage the orderly processing of proposed annexations, CITY shall, at least
7 thirty (30) days prior to filing any annexation proposal with the Fresno County Local Agency Formation
8 Commission (hereinafter "LAFCO"), notify COUNTY of its intention to file such proposal and the date
9 upon which CITY expects such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with
10 COUNTY to review whether its proposed annexation complies with The Standards. Within fifteen (15)
11 days after the date COUNTY receives notice by the CITY of its annexation proposal, COUNTY shall notify
12 CITY in writing if it has determined that the proposed annexation is inconsistent with The Standards.
13 Upon receipt of such notification, CITY may either modify the proposal to COUNTY's specifications or
14 adopt a resolution finding that the proposed annexation is, in CITY's determination, consistent with The
15 Standards. If County fails to give such notice within the fifteen-day period, the annexation shall be
16 conclusively deemed consistent with all provisions of this article and The Standards.

17 2.3 If CITY adopts a resolution making the findings described in Section 2.2, then COUNTY
18 may challenge such findings by appropriate court action filed within thirty (30) days of receipt of written
19 notice of the adoption of CITY's resolution. The court shall independently review the evidence and
20 determine whether the proposed annexation is consistent with the Standards.

21 As an alternative to a judicial challenge by the COUNTY, the parties may within the aforesaid
22 thirty (30) day period mutually agree in writing to arbitrate their dispute through proceedings conducted
23 in accordance with the rules established by the American Arbitration Association. The parties upon
24 agreeing to arbitrate will proceed with arbitration in a timely manner. The arbitrator hearing the matter
25 shall independently review the evidence and determine whether the proposed annexation is consistent
26 with The Standards.

27 Costs incurred by the prevailing party, either in court proceedings or the arbitration proceedings,
28 shall be paid by the non-prevailing party. The parties agree that CITY shall not proceed to LAFCO with

1 the proposed annexation until the dispute is finally resolved either by court or arbitration proceedings. If
2 CITY attempts to proceed with such proposed annexation prior to the expiration of the period in which
3 COUNTY may file its court action or agree to arbitrate, or prior to the final conclusion of such court or
4 arbitration proceeding, then the property tax exchange provisions of Article III of this RESTATED MOU
5 shall not apply to that proposed annexation.

6 Notwithstanding the foregoing, the CITY may proceed to LAFCO under this RESTATED MOU if
7 court or arbitration proceedings are not completed within thirty (30) days after the filing thereof provided,
8 however, that LAFCO in its resolution of approval, at the request of the CITY, conditions the completion
9 of the annexation upon the Executive Officer's prior receipt of a certified copy of the document evidencing
10 the finality of the aforesaid court or arbitration proceedings determining that the proposed annexation is
11 consistent with Exhibit "1" attached hereto, or alternatively, receipt of a written stipulation of the CITY and
12 COUNTY agreeing that a master property tax agreement still exists permitting the completion of such
13 proposed annexation. If LAFCO declines to include the aforesaid condition, or CITY fails to timely request
14 such condition, no property tax exchange agreement as required by section 99 of the Revenue and
15 Taxation Code shall exist between CITY and COUNTY as to that proposed annexation. If CITY
16 nevertheless attempts to proceed with the annexation, such action on the part of the CITY shall also be
17 deemed good cause for the COUNTY at its option to terminate this RESTATED MOU.

18 2.4 For the purpose of promoting economic development and job creation, an Alternate
19 Standard for Annexation for industrial or regional commercial uses is hereby created. In the place of The
20 Standards set forth in Exhibit 1, the Alternate Standard for Annexation shall apply to and govern the
21 review of annexation proposals for industrial or regional commercial uses. Annexation proposals for
22 industrial/regional commercial uses shall include a conceptual development plan, as described herein.
23 The conceptual development plan shall consist of the economic objectives to be achieved, the service
24 and financing strategy and its schedule, and shall include a map of the proposed rezoning. The
25 conceptual development plan's schedule shall include milestones for major project components, to
26 measure the progress of the project. Due to the complexity of such projects the development schedule
27 for planning and implementation may reasonably require a period of from five to ten years. The
28 annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to Section 2.2.

1 Annexation proposals that comply with the criteria of this Section 2.4 shall, be deemed to comply with
2 Section 2.1. The annexation application to be submitted to LAFCO shall be considered complete upon
3 adoption of the rezoning by the CITY. COUNTY and CITY agree to meet annually to review the progress
4 toward the achievement of the economic development objectives and to identify ways to promote mutual
5 economic development objectives. The proposed annexation made under this Alternate Standard for
6 Annexation described in this Section 2.4 should not create islands and annexation boundaries must
7 ultimately minimize creation of peninsulas, corridors, or other distortion of boundaries.

8 2.5 Section 2.4 shall be deemed suspended if CITY rezones an area that was annexed using
9 the Alternate Standard for Annexation to a zone other than Industrial/Regional Commercial without
10 COUNTY's consent.

11 ARTICLE III

12 EXCHANGE OF PROPERTY TAX REVENUES TO BE

13 MADE UNDER SECTION 99 OF THE REVENUE AND TAXATION CODE

14 3.1 The property tax revenues collected in relation to annexations covered by the terms of this
15 RESTATED MOU shall be apportioned between CITY and COUNTY as set forth in Sections 3.2 and 3.3
16 below. The parties acknowledge that, pursuant to Sections 54902, 54902.1 and 54903 of Government
17 Code and Section 99 of the Revenue and Taxation Code, the distribution of such property tax revenues
18 will not be effective until the revenues are collected in the tax year following the calendar year in which
19 the statement of boundary changes and the map or plat is filed with the County Assessor and the State
20 Department of Tax and Fee Administration.

21 3.2 In regards to the annexation of real properties which are not considered substantially
22 developed at the time of annexation, COUNTY will retain all of its base property tax revenue upon
23 annexation. The amount of the property tax increment for special districts whose services are assumed
24 by CITY shall be combined with the property tax increment of the COUNTY, the sum of which shall be
25 allocated between CITY and COUNTY pursuant to the following tax apportionment ratio:

26 COUNTY: 63%

27 CITY: 37%

28 Effective July 1, 2022 these property tax-sharing ratios shall be as shown in Exhibit "2".

3.3 In regards to the annexation of real properties which are considered substantially developed at the time of annexation, property tax revenue (base plus increment) will be reallocated as follows: a detaching or dissolving district's property tax revenue (base plus increment) shall be combined with COUNTY's and the sum of which shall be allocated between CITY and COUNTY pursuant to the ratio set forth in Section 3.2.

ARTICLE IV

DEVELOPMENT WITHIN AND ADJACENT

TO CITY'S SPHERE OF INFLUENCE

AND COUNTY CAPITAL IMPROVEMENT FEES

4.1 COUNTY shall not approve any discretionary development permits for new urban development within CITY's sphere of influence unless the development shall have first been referred to CITY for consideration of possible annexation. If CITY does not, within sixty (60) days of receipt of notice from COUNTY, adopt a resolution of application to initiate annexation proceedings before LAFCO, COUNTY may approve development permits for that new urban development. COUNTY's approval shall take into consideration CITY's general plan and be consistent with COUNTY's general plan policies, provided, that the development is orderly and does not result in the premature conversion of agricultural lands.

4.2 Within the CITY's sphere of influence, COUNTY shall require compliance with development standards that are comparable to CITY's and charge fees reflecting the increased administrative and implementing cost where such CITY standards are more stringent than COUNTY's. These requirements shall apply to discretionary development applications approved by COUNTY. For purposes of this Agreement, "discretionary development applications" shall mean General Plan Amendments, Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits, Director Review and Approvals, and Variances.

4.3 CITY development fees shall be charged for any discretionary development applications to be approved by the COUNTY within CITY's sphere of influence. To establish or amend CITY development fees, CITY shall conduct a public hearing and notify property owners in accordance with State Law. At the conclusion of that hearing, CITY shall adopt a resolution describing the type, amount,

1 and purpose of CITY fees to be requested for COUNTY adoption.

2 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption of the fees.
3 CITY shall include a draft ordinance for COUNTY's adoption with appropriate supporting documentation
4 or findings by the CITY demonstrating that the fees comply with the Mitigation Fee Act (Section 66000,
5 and following, of the Government Code) and other applicable State Law requirements. CITY fees may
6 also include CITY's and COUNTY's increased administrative costs and inspection charges, provided
7 those costs similarly comply with the Mitigation Fee Act and other applicable State Law requirements.

8 4.5 COUNTY shall collect the applicable CITY development fees for infrastructure and
9 facilities at the time of final map approval or issuance of building permits as established by the fee
10 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY evidencing the
11 payment of the fees directly to CITY, or written confirmation by CITY that fees are inapplicable. If
12 COUNTY imposes and collects fees on behalf of CITY, COUNTY shall transfer the fees to CITY at the
13 earliest time legally permitted.

14 4.6 CITY shall give COUNTY at least thirty (30) days notice before implementing any new
15 fees or an amendment to existing fees. Notwithstanding this Section 4.6, or any other provision of this
16 MOU, CITY shall be solely responsible for determining the amount of the fees and setting them in
17 accordance with law. This Section 4.6 shall not be construed as a representation by COUNTY as to the
18 propriety of the fees or the procedures used in setting them.

19 4.7 CITY shall hold harmless, defend and indemnify the COUNTY from all claims, demands,
20 litigation of any kind whatsoever arising from disputes relating to the fees, the enactment of or the
21 collection of CITY development fees.

22 4.8 If COUNTY adopts capital improvement fees, CITY shall require that an applicant for any
23 land use entitlement or permit within CITY shall pay all COUNTY, public improvement fees applicable to
24 the entitlement or permit on behalf of the COUNTY. At the COUNTY's request, CITY shall either timely
25 impose and collect all such fees or shall require the applicant to present a voucher issued by COUNTY
26 evidencing the payment of fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate
27 the impact of development on required COUNTY facilities and services including, but not limited to, the
28 criminal justice system, health, social services, parks, transportation and library. If CITY imposes and

1 collects fees on behalf of COUNTY, CITY shall transfer the fees to COUNTY at the earliest time legally
2 permissible to do so. COUNTY may impose new fees and amend existing fees from time to time in its
3 sole discretion. COUNTY shall give CITY at least thirty (30) days notice before implementing any new
4 fees or an amendment to existing fees. Notwithstanding this Section 4.8, or any other provision of this
5 RESTATED MOU, COUNTY shall be solely responsible for determining the amount of the fees and
6 setting them in accordance with law. This Section 4.8 shall not be construed as a representation by CITY
7 as to the propriety of the fees or the procedures used in setting them. If COUNTY imposes capital
8 improvement fees and CITY collects capital improvement fees on behalf of COUNTY, this RESTATED
9 MOU serves as a joint powers agreement under Chapter 5 of Division 7 of Title 1 (commencing with
10 Section 6500) of the Government Code for the purpose of CITY's collection of capital improvement fees
11 on behalf of COUNTY.

12 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all claims, demands,
13 litigations of any kind whatsoever arising from disputes relating to the enactment or collection of COUNTY
14 capital improvement fees.

15 4.10 COUNTY shall support urban unification and consolidation of urban services. To this end,
16 COUNTY shall oppose the creation of new governmental entities within CITY's sphere of influence,
17 except for such entities that may be necessary to address service requirements that cannot be addressed
18 by annexation to CITY. CITY and COUNTY will support transition agreements with current service
19 providers which recognize the primary role of cities as providers of urban services and where current
20 service providers have participated in service master planning.

21 4.11 Within CITY's sphere of influence and for the two-mile area beyond that sphere of
22 influence, COUNTY and CITY agree that, in the early stages of preparation of zone changes, circulation
23 proposals and general plan amendments for new urban development, they shall consult and formally
24 notify at the staff level in such fashion as to provide meaningful participation in the policy formulation
25 process, and shall likewise consult on other policy changes which may have an impact on growth or the
26 provision of urban services. CITY shall also be given the opportunity to respond to COUNTY before the
27 final document is prepared for presentation to COUNTY's Planning Commission. COUNTY agrees that
28 it will solicit comments from CITY in the preparation of any Initial Study required by the California

1 Environmental Quality Act undertaken within the area. If CITY determines such urban development may
2 have a significant effect on the environment, the COUNTY shall require an Environmental Impact Report
3 to be prepared if a fair argument can be made in support of the CITY's finding.

4 Notwithstanding anything to the contrary herein, because of state-mandated directives, including
5 without limitation, the state Regional Housing Needs Allocation, COUNTY may consider approval of
6 urban development in areas that are not currently planned for urban development, in order to meet its
7 obligations under a state-mandated directive.

8 4.12 Any change in the CITY's sphere of influence proposed by either COUNTY or CITY which
9 would modify the area depicted in Exhibit "3" requires the mutual consultation of both parties prior to
10 submission to LAFCO.

11 ARTICLE V

12 IMPLEMENTATION OF SALES TAX

13 REVENUE COLLECTION

14 5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division
15 2, of the Revenue and Taxation Code (commencing with Section 7200), CITY shall, concurrent with the
16 execution of this RESTATED MOU, amend its local sales and use tax ordinance, as needed, to comply
17 with the terms of this RESTATED MOU. The amendment of CITY's sales and use tax ordinance
18 (hereinafter referred to as "Ordinance Amendment") described in this Section 5.1 shall be timely
19 forwarded to the State Department of Tax and Fee Administration so that it will become operative as of
20 the first July 1 following the CITY reaching the threshold forth in subsections 5.2.1 and 5.2.2. The
21 Ordinance Amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a
22 portion of the sales and use tax revenues generated within the incorporated areas of CITY in accordance
23 with the applicable rate set forth on Exhibit 4", attached hereto and incorporated by reference as if set
24 forth fully at this point. The format of this amendment by CITY to its local sales and use tax ordinance
25 shall likewise provide as a credit against the payment of taxes due under such ordinance, an amount
26 equal to any sales and use tax due to COUNTY.

27 5.2 Except as otherwise provided herein, CITY further agrees that the Ordinance Amendment
28 shall likewise provide for the periodic reallocation of additional sales tax revenues generated within the

1 incorporated areas of CITY in accordance with the schedule set forth on Exhibit "4". Each subsequent
2 incremental adjustment shall go into effect at the commencement of the fiscal year indicated. These
3 periodic adjustments shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect that
4 portion of the sales and use tax revenues generated within the incorporated areas of CITY equal to the
5 applicable percentage as specified in Exhibit "4". These periodic adjustments shall automatically go into
6 effect provided that:

7 5.2.1 CITY receives sales tax revenues per capita in an amount greater than fifty percent
8 (50%) of the sales tax revenue per capita collected by all Fresno County cities when taken as
9 a group during the most recent fiscal year for which State Department of Tax and Fee
10 Administration information is available, then it hereby agrees to reallocated sales tax revenues
11 with COUNTY beginning in fiscal year 2021-22 in accordance with the provisions of this article;
12 and

13 5.2.2 CITY's annual sales tax revenue information is available for the State Department
14 of Tax and Fee Administration allows City to reallocate sales tax revenue at the percentage
15 designated in Exhibit "4" and still have a net increase in its remaining sales tax revenue when
16 compared with the fiscal year immediately preceding the fiscal year described above. The
17 periodic phase in of sales tax reallocation described herein shall be delayed from year-to-year
18 if CITY falls below the sales tax reallocation threshold as identified in Section 5.2. In those
19 years in which CITY does not meet the sales tax reallocation threshold, CITY's sharing
20 proportion shall continue at the same rate as in the last year in which CITY met or exceeded
21 the threshold. When, in a subsequent year, CITY again meets or exceeds the threshold, the
22 sharing proportion of CITY shall be at the next higher sharing proportion shown on Exhibit "4",
23 and the annual phase-in shall continue therefrom.

24 5.3 The Ordinance Amendment is intended to reduce CITY's sales tax rate from its then-
25 existing level to a level which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue
26 collecting those amounts set forth in the previous provisions of this article as well as the applicable
27 percentages set forth on Exhibit "4". In addition, each periodic adjustment is intended by the parties to
28 enable COUNTY to collect an amount equivalent to the applicable percentage specified in Exhibit "4".

1 5.4 Whenever CITY proposes an annexation of unincorporated territory which generates
2 "substantial sales tax revenue" (as defined in this section 5.4 below) for COUNTY, CITY, agrees to further
3 amend its local sales and use tax ordinance as set forth in this section. Notwithstanding the language of
4 subsections 5.2.1 and 5.2.2, this additional amendment shall become operative no later than the
5 commencement of the next calendar quarter following the date upon which such annexation is certified
6 as complete by the Executive Officer of LAFCO. This additional amendment shall decrease CITY's sales
7 tax rate to yield an amount of substantial sales tax revenue being collected by COUNTY in the area to
8 be annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding percentage which
9 shall continue to accrue to COUNTY throughout the term of this RESTATED MOU. Any such additional
10 amendment made by CITY pursuant to this section shall be cumulative and likewise preserve intact any
11 periodic adjustments previously implemented pursuant to this RESTATED MOU. Further, CITY agrees
12 that it shall not split or separate areas into smaller annexations for the purpose of, or having the effect of,
13 creating an annexation or annexations which, individually, do not generate substantial sales tax revenue,
14 but which would generate such revenue if combined. For purposes of this article, the term "substantial
15 sales tax revenue" shall be defined as sales tax revenue derived from taxable sales in the area annexed
16 equal to at least:

17 5.4.1 If only information for less than one fiscal year exists, then \$100,000 in taxable
18 sales in the most recent quarter for which such information from the State Department of
19 Tax and Fee Administration is available in writing or electronic or magnetic media, and
20 projected to a full four quarters, at least
21 \$400,000 in taxable sales.

22 5.4.2 If information for one or more years exist, then \$400,000 in taxable sales in the
23 most recent year for which such information from the State Department of Tax and Fee
24 Administration is available in writing or electronic or magnetic media.

25 5.5 If CITY fails to amend its sales tax ordinance as provided in section 5.1, or if the Ordinance
26 Amendment fails to provide for the periodic reallocation of additional sales tax revenues as provided in
27 section 5.2, the subsections therein, and Exhibit "4", or if CITY fails to further amend its sales tax
28 ordinance upon the annexation of unincorporated territory which generates substantial sales tax revenue

1 for COUNTY as provided in section 5.4, or if CITY splits or separates areas into smaller areas as
2 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and, in particular, no
3 master property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and
4 Taxation Code, shall exist between CITY and COUNTY.

5 5.6 CITY and COUNTY further agree that the annual report of the State Department of Tax
6 and Fee Administration and the Department of Finance Annual Population Estimates shall be used as
7 the data source for the purpose of calculating the per capita sales tax revenue pursuant to this
8 RESTATED MOU.

9 5.7 Application of the formula to be used in the allocation of revenues pursuant to section 5.2
10 is illustrated in Exhibit "5", attached hereto and incorporated by reference herein as if set forth fully at this
11 point.

12 ARTICLE VI

13 COUNTY AND CITY ASSURANCES ON USE OF REVENUE

14 6.1 COUNTY recognizes that certain revenue reallocated to it by this RESTATED MOU would
15 otherwise have been appropriated by CITY to meet demands for services. In light therefore, COUNTY
16 agrees to use such new revenue in order to maintain levels of COUNTY services that are supportive of
17 CITY services, unless the Federal or state governments materially reduce the level of funding for such
18 services. Examples of such COUNTY services include, but are not limited to, the criminal justice system,
19 public health, and other similar services.

20 6.2 CITY agrees to continue enforcement of laws which result in the collection of fines and
21 forfeitures.

22 ARTICLE VII

23 COOPERATIVE EFFORTS AT LEGISLATIVE REFORM

24 7.1 CITY and COUNTY agree to work jointly for state legislation and appropriations that would
25 improve the fiscal condition of both CITY and COUNTY.

26 ARTICLE IX

27 GENERAL PROVISIONS

28 8.1 Term of MOU

1 This RESTATED MOU shall commence as of the date of execution by COUNTY and CITY and
2 shall remain in effect for a period of fifteen (15) years, unless terminated prior to that time by mutual
3 agreement of the parties or as otherwise provided by the RESTATED MOU.

4 In addition, should all or any portion of this RESTATED MOU be declared invalid or inoperative
5 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of
6 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the
7 intentions of the parties as expressed in this RESTATED MOU, then in such event, this entire RESTATED
8 MOU, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this
9 RESTATED MOU, shall immediately be of no force and effect and, in particular, no property tax exchange
10 agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the CITY
11 and COUNTY as to unincorporated property.

12 8.2 Geographic Application of RESTATED MOU

13 This RESTATED MOU shall apply only to the areas identified as the City of Orange Cove's Sphere
14 of Influence and the Future Growth Areas as depicted in Exhibit 3. This RESTATED MOU shall not apply
15 to any sphere of influence beyond the area depicted in Exhibit 3 unless and until the parties mutually
16 agree to amend this RESTATED MOU.

17 8.3 Termination Due to Changes in Law

18 The purpose of this RESTATED MOU is to alleviate in part the revenue shortfall experienced by
19 COUNTY which may result from CITY's annexation of revenue-producing or potentially revenue-
20 producing properties located within the unincorporated area of COUNTY. The purpose of this RESTATED
21 MOU is also to enable CITY to proceed with territorial expansion and economic growth consistent with
22 the terms of existing law as mutually understood by the parties as well as to maximize each party's ability
23 to deliver essential governmental services. In entering into this RESTATED MOU, the parties mutually
24 assume the continuation of the existing statutory scheme for the distribution of available tax revenues to
25 local government and that assumption is a basic tenet of this RESTATED MOU. Accordingly, it is mutually
26 understood and agreed that this RESTATED MOU may, by mutual agreement be terminated should
27 changes occur in statutory law, court decisions or state administrative interpretations which negate the
28 basic tenets of this RESTATED MOU.

1 8.4 Modification

2 This RESTATED MOU and all of the covenants and conditions set forth herein may be modified
3 or amended only by a writing duly authorized and executed by COUNTY and CITY.

4 8.5 Enforcement

5 COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or
6 each other or their future governing bodies in the exercise of their discretionary legislative power.
7 However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes
8 hereof, if necessary by administrative action independent of ordinances, and that this RESTATED MOU
9 may be enforced by injunction to the extent allowed by law.

10 8.6 Entire Agreement and : Supersession

11 With respect to the subject matter hereof, this RESTATED MOU supersedes any and all previous
12 negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between
13 COUNTY and CITY except as otherwise provided herein.

14 8.7 Notice

15 All notices, requests, certifications or other correspondence required to be provided by the parties
16 to this RESTATED MOU shall be in writing and shall be delivered by first class mail or an equal or better
17 form of delivery to the respective parties at the following addresses:

18 COUNTY

19 County Administrative Officer
20 County of Fresno
21 Hall of Records, Room 300
22 2281 Tulare Street
23 Fresno, CA 93721

CITY

 City Manager
 City of Orange Cove
 City Hall
 633 Sixth Street
 Orange Cove, CA 93646

24 8.8 Renegotiation

25 If COUNTY enters into an agreement or memorandum of understanding, which includes a master
26 property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and Taxation Code,
27 with another city that has terms and conditions more favorable in the aggregate to that city than those
28 terms and conditions contained herein, COUNTY agrees that it will negotiate such terms and conditions
upon written request from CITY, with the intent of offering that more favorable agreement. Negotiations
shall conclude thirty (30) days from the date of receipt of notice by COUNTY and, if agreement is

1 tentatively reached during that period, the legislative bodies of the parties shall approve any such
2 amendment within thirty (30) days following the date of the tentative agreement. COUNTY and CITY are
3 not required to reach agreement.

4 8.9 Notice of Breach

5 Prior to this RESTATED MOU being terminated as expressly provided in Sections 5.5,6.2.2 and
6 9.1, COUNTY shall provide notice to CITY of such breach, and CITY shall comply with the terms and
7 conditions of this RESTATED MOU within thirty (30) days of receipt of notice. If CITY fails to timely
8 comply this RESTATED MOU shall terminate as provided herein. During the thirty (30) day notice period
9 and until CITY certifies in writing that they are in compliance and COUNTY agrees in writing, no property
10 tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist
11 between COUNTY and CITY with respect to any pending annexations.

12 In like manner the CITY and AGENCY shall give COUNTY thirty (30) days written notice and
13 opportunity to cure any alleged breach of the RESTATED MOU on the part of the COUNTY.

14 8.10 No Waiver of Government Claims Act

15 For all claims arising from or related to this RESTATED MOU, nothing in this RESTATED MOU
16 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
17 including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with
18 section 810).

19 8.11 Governing Law and Venue

20 This RESTATED MOU shall be administered and interpreted under the laws of the State of California.
21 Jurisdiction of litigation arising from this RESTATED MOU shall only be in California. Any action brought
22 to interpret or enforce this RESTATED MOU, or any of the terms or conditions hereof, shall be brought
23 and maintained in the Fresno County Superior Court.

24 8.12 Authorization to Execute

25 COUNTY and CITY each represent and warrant that the individuals signing this RESTATED MOU
26 are duly authorized to do so by their respective legislative bodies and that their signatures on this
27 RESTATED MOU legally bind COUNTY and CITY to the terms of this RESTATED MOU.

28 8.13 Counterparts

1 This RESTATED MOU may be signed in counterparts, each of which is an original, and all of
2 which together constitute this RESTATED MOU.

3 (Signature page follows.)
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1
2 IN WITNESS WHEREOF, the parties hereto have executed this RESTATED MOU in the County
3 of Fresno, State of California, on the last date set forth below.
4

5 County of Fresno, a Political
6 Subdivision of the State of California
(COUNTY)

City of Orange Cove, a Municipal
Corporation of the State of California (CITY)

7
8 By: _____
9 Steve Brandau, Chairman of the
Board of Supervisors of the County of Fresno

By: _____
Victor P. Lopez, Mayor, City of Orange Cove

10 Date: _____

Date: _____

11
12 **Attest:**
13 Bernice E. Seidel
14 Clerk of the Board of Supervisors
County of Fresno, State of California
Clerk to the Board of Supervisors

Attest:
June V. Lopez-Bracamontes
City Clerk

15
16 By: _____
Deputy

By: _____
June V. Lopez-Bracamontes, City Clerk
City of Orange Cove

Rudy Hernandez, Interim City Manager

20
21 By: _____
22 Rudy Hernandez, Interim City Manager
City of Orange Cove

23 Approved as to Legal Form
24 City Attorney, City of Orange Cove

25 By: _____
26 Dan McCloskey, City Attorney
27 City of Orange Cove
28

EXHIBIT 1
STANDARDS FOR ANNEXATION

- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development requiring urban services exists, at least 25% of the area proposed for annexation has:
 - (a) Approved tentative subdivision map (single-family residential)
 - (b) Approved site plan (for uses including multi-family)
 4. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.
 5. The annexation includes the full width of road right-of-way along the annexation boundary and does not result in the creation of bypassed segments of existing road rights-of-way.
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances listed below, a proposal for annexation is presumed to comply with all standards for annexation:

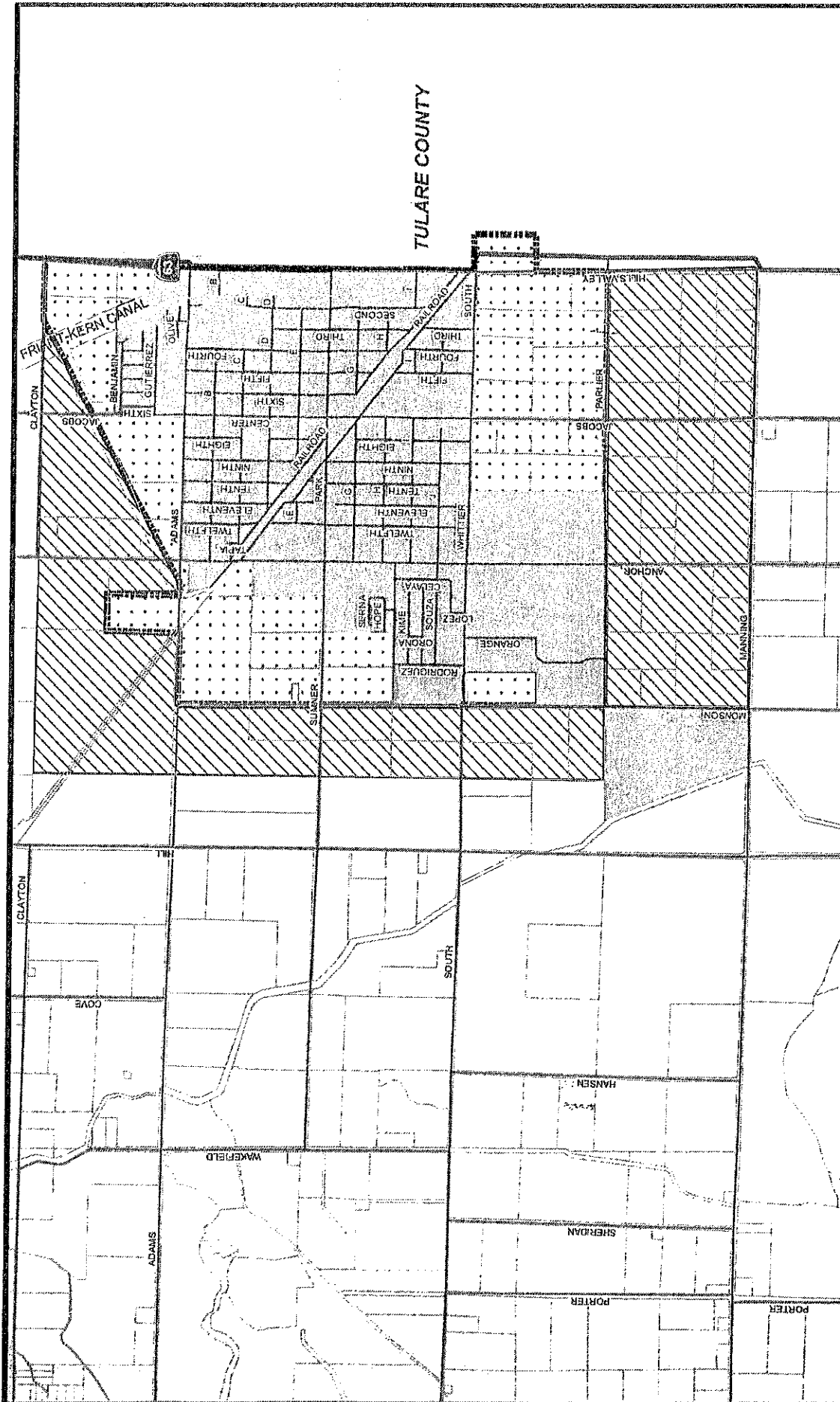
- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island, substantially surrounded area, or otherwise address existing peninsulas and/or irregular boundaries.

Commented [JB1]: Delete. This section is already addressed in Section 2.4 of Article II (alternate standard of annexation for regional commercial/industrial).

EXHBIT 2

Effective July 1, 2021, the property tax sharing ratios shall continue as follows:

County	City	Effective Date
63.0%	37.0%	July 1, 2022
63.0%	37.0%	July 1, 2023
63.0%	37.0%	July 1, 2024
63.0%	37.0%	July 1, 2025
63.0%	37.0%	July 1, 2026
63.0%	37.0%	July 1, 2027
63.0%	37.0%	July 1, 2028
63.0%	37.0%	July 1, 2029
63.0%	37.0%	July 1, 2030
63.0%	37.0%	July 1, 2031
63.0%	37.0%	July 1, 2032
63.0%	37.0%	July 1, 2033
63.0%	37.0%	July 1, 2034
63.0%	37.0%	July 1, 2035
63.0%	37.0%	July 1, 3036



CITY OF ORANGE COVE

City of Orange Cove City Limits

City of Orange Cove Sphere of Influence

Future Growth Area 1,034.35 Acres



**Department of Public Works and Planning
Development Services Division**

Approved by the Board of Directors

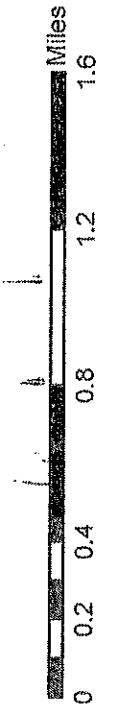
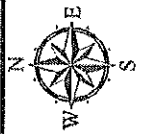


EXHIBIT 4

Effective July 1, 2021, the Sales Tax Revenue Sharing Proportion shall continue as follows:

YEAR	CITY
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
11	5%
12	5%
13	5%
14	5%
15	5%

EXHIBIT 5

Table 1: Sales Tax Revenue Allocation Application FY 2018-19 Data

City	Sales Tax Revenue		Per Capita Tax Revenue		Sales Tax Revenue		Population		Per Capita Tax Revenue		Meets 50% Criteria		Meets 50% Criteria		Growth over 1/2%		Sales Tax Revenue Growth	
	2017 - 2018	2018 - 2019	2017 - 2018	2018 - 2019	2017 - 2018	2018 - 2019	January 1, 2018	January 1, 2019	2017 - 2018	2018 - 2019	2017 - 2018	2018 - 2019	2017 - 2018	2018 - 2019	2017 - 2018	2018 - 2019	2017 - 2018	2018 - 2019
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
Clovis	\$ 20,088,192	\$ 21,398,962	\$ 176.99	\$ 213.98	116,609	\$ 183.51	A	A	Yes	6.53%								
Coalinga	\$ 795,842	\$ 946,569	\$ 48.19	\$ 94.66	16,944	\$ 55.86	B	B	Yes	18.94%								
Firebaugh	\$ 887,447	\$ 825,341	\$ 112.43	\$ 82.53	7,980	\$ 103.43	A	A	No	-7.00%								
Fowler	\$ 1,290,773	\$ 1,435,089	\$ 209.51	\$ 1,435.09	6,220	\$ 227.51	A	A	Yes	9.63%								
Fresno	\$ 86,000,524	\$ 91,798,987	\$ 160.27	\$ 91,798.98	542,012	\$ 169.37	A	A	Yes	6.74%								
Huron	\$ 174,745	\$ 182,158	\$ 24.00	\$ 182.16	7,302	\$ 24.95	B	B	Yes	4.24%								
Kerman	\$ 1,913,749	\$ 1,981,109	\$ 124.80	\$ 1,981.11	15,767	\$ 125.65	A	A	Yes	3.52%								
Kingsburg	\$ 975,836	\$ 1,141,564	\$ 78.72	\$ 1,141.56	12,551	\$ 90.96	A	A	Yes	16.99%								
Mendota	\$ 611,472	\$ 674,507	\$ 50.12	\$ 674.51	12,278	\$ 54.94	B	B	Yes	10.31%								
Orange Cove	\$ 176,743	\$ 225,323	\$ 18.72	\$ 225.32	9,460	\$ 23.82	B	B	Yes	27.49%								
Parlier	\$ 424,544	\$ 444,697	\$ 27.46	\$ 444.69	15,658	\$ 28.40	B	B	Yes	4.75%								
Reedley	\$ 1,687,854	\$ 1,755,297	\$ 65.43	\$ 1,755.30	25,873	\$ 67.84	B	B	Yes	4.00%								
Sanger	\$ 2,320,636	\$ 2,325,388	\$ 87.84	\$ 2,325.39	27,005	\$ 86.11	A	A	No	0.20%								
San Joaquin	\$ 185,302	\$ 252,989	\$ 44.93	\$ 252.99	4,144	\$ 61.05	B	B	Yes	36.53%								
Selma	\$ 5,515,388	\$ 6,482,913	\$ 226.72	\$ 6,482.91	24,402	\$ 265.67	A	A	Yes	17.54%								

Sales Tax Revenue: Columns A & D, Source: State Board of Equalization Annual Report, Statistical Appendix, Fiscal Year Data Available in January of Next Calendar Year

Population Data: Columns B & E, Source: State Department of Finance January 1, Population Estimates; Available in May of that Calendar Year

Per Capita Sales Tax All Cities (FY 2017-18) Sum Columns A & B. Then divide the column A summed total by the column B summed total. The Result is listed in Column C as "Per Capita Cities"

Per Capita Sales Tax All Cities (FY 2018-19) Sum Columns D & E. Then divide the column D summed total by the column E summed total. The Result is listed in Column F as "Per Capita Cities"

50% Minimum Criteria: The Previous Calculations divided by 2. Then a comparison of this number with the numbers in columns C & F is made. Results are reflected in columns G & H. "A" means above, "B" Below the Criteria.

Sales Tax Revenue Growth: Column J: Compute percentage growth of Sales Tax Revenue; Change in Sales Tax Revenue in Column D compared to Column A.

Growth Criteria: If the Sales Tax Revenue of the city grew by at least 1/2%, the result is reflected in column I with a "YES"