



ORANGE COVE CITY COUNCIL AGENDA

**Diana Guerra Silva, Mayor
Gilbert Garcia, Mayor Pro Tem
Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member
Maria Vacio, Council Member**

WEDNESDAY, MAY 10, 2023 - 6:30 P.M.

**ORANGE COVE COUNCIL CHAMBERS
633 6th Street, Orange Cove, California 93646**

A. Call to Order/Welcome

Roll Call
Invocation
Flag Salute

B. Confirmation of Agenda

C. Consent Calendar

1. City Council Minutes of April 12, 2023
2. Resolution No. 2023-14 CalPERS Government Code 752256 & 21224
Hiring a Retiree Annuitant June V. Bracamontes before the 180 Day
Wait Period Exception effective July 1, 2023
3. Approve the Kings Canyon Unified School District Summer Work
Experience Program Student Placement
4. Facility Use Application usage of VPL Community Center for a Quincenera
on October 27 and October 28, 2023 requested by Mariana Andrade
5. Resolution No. 2023-16 Authorizing Banks to Honor Checks and Warrants
when bearing certain signatures of City Officials

D. Administration

Finance Director

6. **SUBJECT:** ARPA funds

Recommendation: Staff recommends the Council approve this staff report suggesting we move allocated money from administrative wages to modernize council chambers.

7. **SUBJECT:** Proposal for State Mandated Cost Claiming Services (SB90)

Recommendation: Staff recommends the Council to approve the contract with David Wellhouse & Associates. This contract will allow the City of Orange Cove to apply for reimbursements for state mandates required by the state on police departments.

Public Works Director

8. **SUBJECT:** Update report on Public Works Department by Public Works Director

Recommendation: Informational Item Only

City Manager

9. **SUBJECT:** Review of Bids and Award of Contract – Eaton Park Improvement Project

Recommendation: Adopt Resolution 2023 – 13 , awarding the Contract for the Eaton Park Improvement Project in the amount of \$ 402,413.00 to Steve Dovali Construction Co., provide a contingency fund in the amount of \$ 25,000, and authorize the City Manager to execute the Agreement.

10. **SUBJECT:** Contract for New Police Chief Javier Pena

Recommendation: Council to approve the contract for the new Police Chief Javier Pena

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

11. **Subject:** Resolution Adding Daniel Parra and Nuria Velicescu as Administrators to the LAIF Account

Recommendation: Council to consider approving Resolution No. 2023-15 Authorizing the additions of Daniel Parra and Nuria Velicescu as Administrators of the Local Agency Investment Fund Account

H. City Council Communications

I. Closed Session:

12. Conference with Legal Counsel – Anticipated Litigation
Significant exposure to litigation pursuant to § 54956.9(b): 1 case
13. Conference with Labor Negotiators (§54957.6)
Agency designated representatives: City Manager, Daniel Parra; Finance Director, Ellie Velicescu; Megan Dodd, City Attorney
Employee organization: Local 39

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 ORANGE COVE CITY COUNCIL

**Diana Guerra Silva, Mayor
Gilbert Garcia, Mayor Pro Tem
Josie Cervantes, Council Member
Esperanza Rodriguez, Council Member
Maria Vacio, Council Member**

**WEDNESDAY, APRIL 12, 2023 - 6:30 P.M.
1209 "L" Street, Sacramento, CA 95814**

**LIVE AND
TELECONFERENCE
(720)740-9780 Access Code 1060550**

A. Call to Order/Welcome

COUNCIL PRESENT: Mayor Diana Guerra Silva
Mayor Pro Tem Gilbert Garcia
Councilmember Josie Cervantes
Councilmember Esperanza Rodriguez
Councilmember Maria Vacio

STAFF PRESENT: City Manager, Daniel T. Parra
City Attorney Megan Dodd
Chief of Police, Marty Rivera
City Clerk June V. Bracamontes

Invocation By Mayor Pro Tem Garcia

B. Confirmation of Agenda

No Changes

Upon the motion by Councilwoman Vacio and seconded by Councilwoman Cervantes, Council approved the Confirmation of the Agenda no changes as presented.

Yes: Silva, Garcia, Cervantes, Rodriguez, Vacio
No: None
Absent: None
Abstain: None

C. Consent Calendar

1. Council Minutes of March 8, 2023; March 22, 2023; March 29, 2023
2. Approval Defer Development Impact Fees Martinez/Macias Tract
3. Approval of new facility rates for the VPL Community Center flat fee Resident and Non-Resident \$2500 and Deposit \$1300
4. NALEO Conference July 11-13, 2023

Mayor Pro Tem requested to discuss item #4 of the Consent Calendar separately.

Upon the motion by Councilwoman Vacio and seconded by Councilwoman Rodriguez, Council approved Items #1-3 of the Consent Calendar as presented.

Yes: Silva, Garcia, Cervantes, Rodriguez, Vacio
No: None
Absent: None
Abstain: None

Item #4 of the Consent Calendar.

Mayor Pro Tem Garcia had a concern about the Budget. The NALEO conference is not a necessity at the time.

Mayor Silva is not in favor of spending money for this conference right now. Monies should be given to the children of this community. Oppose conference.

Councilwoman Vacio stated the monies are in the budget and is willing to pull money out of her pocket, and being a new councilwoman, this will be a good learning experience.

Upon the motion by Councilwoman Cervantes and seconded by Councilwoman Rodriguez, Council approved the Item #4 of the Consent Calendar as presented.

City Clerk requested roll call:

Yes: Cervantes, Rodriguez, Vacio
No: Garcia, Silva
Absent: None
Abstain: None

D. Administration

5. **SUBJECT:** Contract for New Finance Director for the City of Orange Cove

Recommendation: Council to approve the Contract for the New Finance Director for the City of Orange Cove

Discussion regarding the contract for the new Finance Director.

Mayor Pro Tem Garcia oppose the car allowance since the City has a City Vehicle that can be used.

City Attorney stated that other cities allow car allowance and is legal and there is no Issue.

City Manager, Daniel T. Parra, indicated need to codify Ordinance for all department heads to have car allowance.

Upon the motion by Councilwoman Vacio and seconded by Councilwoman Rodriguez, Council approved the contract for the New Finance Director as presented.

Yes: Cervantes, Rodriguez, Vacio
No: Silva, Garcia
Absent: None
Abstain: None

6. **SUBJECT:** Contract for City Manager Daniel T. Parra

Recommendation: Council to approve the revised contract for City Manager Daniel T. Parra

Mayor Pro Tem Garcia oppose the car allowance in the contract. Questioned why the Finance Director is getting \$500 and the City Manager \$600.

Mayor Silva indicated that the contract is showing as an Interim City Manager asked if car allowance is acceptable. Per Attorney it is a common practice.

Upon the motion by motion by Councilwoman Vacio and seconded by Councilwoman Cervantes, Council approved the contract for the City Manager Daniel T. Parra as presented.

Yes: Silva, Cervantes, Rodriguez, Vacio
No: Garcia
Absent: None
Abstain: 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.

Ms. Bertha Del Bosque resident of Orange Cove had a concern about discussions about having a Mural for those who have been murdered in our town she is against it afraid of retaliation. Need to bring in Magic afraid to walk at night due to the gang warfare.

Ms. Bertha Del Bosque also does rescues for dogs an animal advocate at the animal shelter taken 5 dogs to rescue, asking for a stipend every 2 weeks.

City Manager Parra will reach out to Ms. Del Bosque

F. City Manager's Report

City Manager Parra thanked Council for the opportunity and looking forward in working with staff, good positive people.

Mayor Silva good working relationship with City Manager and would like to be involve with everything.

G. City Attorney's Report

None

H. City Council Communications

Councilwoman Vacio presented that the Easter Event was successful and Thanked everyone involved.

Mayor Silva stated that the Easter Event was very organized thanked the Boys and Girls Club, Officers and Councilmembers coming together for the children of Orange Cove. Need more activities for the children of Orange Cove.

Mayor Pro Tem Garcia Easter event very well attended and D.J. did a good job.

Councilwoman Rodriguez and Councilwoman Vacio did a good job as the Easter Bunny.

I. Adjournment

Mayor Silva adjourned the City Council Meeting at 7:04 p.m.
Respectfully Submitted:

June V. Bracamontes, City Clerk
City of Orange Cove

Resolution Number 2023 - 14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
HIRING A RETIREE BEFORE THE 180 DAYS HAS PASSED SINCE THEIR
RETIREMENT DATE GOVERNMENT CODE SECTIONS 7522.56 & 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the City of Orange Cove must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, June V. Bracamontes, (last 4 number of her Social Security 3406) will retire from City of Orange Cove in the position of City Clerk, effective July 1, 2023; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 2, 2024 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of Orange Cove, and June V. Bracamontes certify that June V. Bracamontes has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City of Orange Cove hereby appoints June V. Bracamontes as an extra help retired annuitant to perform the duties of the City Clerk for the City of Orange Cove under Gov. Code section 21224 effective July 1, 2023; and

WHEREAS, the entire employment agreement, contract or appointment document between June V. Bracamontes and the City of Orange Cove has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and 1 For California State University (CSU) academic retirees 2 For California State University (CSU) classified retirees 180-Day Resolution Instructions Page 4 of 6

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$5851 monthly and the hourly equivalent is \$33.76, and the minimum base salary for this position is \$4811 monthly and the hourly equivalent is \$27.76; and

WHEREAS, the hourly rate paid to June V. Bracamontes will be hourly \$33.76; and

WHEREAS, June V. Bracamontes has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this monthly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City of Orange Cove hereby certifies the nature of the appointment of June V. Bracamontes as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of City Clerk for the City of Orange Cove by July 1, 2023 to assist to train the full time City Clerk.

PASSED AND ADOPTED this 10th Day of May 2023, by the following vote:

AYES

NOES:

ABSTAIN:

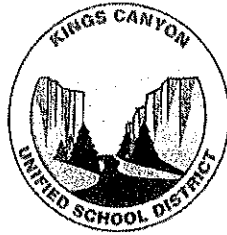
ABSENT:

Approved

DIANA GUERRA SILVA
Mayor

Attest:

JUNE V. BRACAMONTES
CITY CLERK



Kings Canyon Unified School District invites you to the:

SUMMER WORK EXPERIENCE PROGRAM

**SWEP Supervisor and Student
Meet & Greet**

TUESDAY, MAY 9, 2023

5:00PM- 6:00PM

**Student Placement Guidelines
Review Agreement Form
Meet your students!**

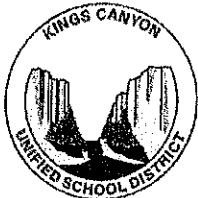
Orange Cove High School
Garden Room

1700 S Anchor Ave

Orange Cove CA 93646

RSVP & Questions, please call 559-246-4705





Summer Work Experience Program

Kings Canyon Unified School District/Valley ROP

1801 10th Street, Reedley, CA 93654

SWEP Agreement Form



Student Responsibilities:

1. Must attend and complete Mandatory Orientation and workshops to be eligible for SWEP. _____
2. Keep regular attendance, both in school and at the training / job site. _____
3. Complete all sections of the application and fingerprints, if needed, as well as timesheets. _____
4. Demonstrate honesty, punctuality, courtesy, a cooperative attitude, proper dress and grooming habits, and a willingness to learn. _____
5. Ask questions of my supervisor(s) if I do not understand my job description. _____
6. Perform the job duties and responsibilities asked by my supervisor(s) to the best of my abilities. _____
7. Do not use your electronic device during work hours. I will follow the electronic device policy at my jobsite. _____
8. Complete all 100 work hours during the month of SWEP in its entirety at my assigned job site. _____
9. Contact your Career Coordinator of any changes or problems concerning my site. _____

District Responsibilities:

1. Provide Workers Compensation Insurance for students involved in SWEP.
2. Assist students to improve performance and help to solve problems related to the program.
3. Make periodic visits to the job site to observe the student and to consult with employer concerning progress and training of student
4. *Shall be responsible for payment to the student(s) working of hourly work at minimum wage rate for a maximum limit of 100 hours.*

Business Responsibilities

1. The business/ training site shall provide a safe/hazard free environment.
2. Shall be required to abide by all Child Labor Laws for the State of California.
3. Understand that a SWEP student worker is not to replace a regular employee.
4. Consult with the SWEP Coordinator should any issues arise with the trainee and/or program.
5. Provide time to meet with the student and explain expectations and Standard Operating Procedures.
6. Immediately call SWEP Internship Coordinator before eliminating a trainee from your business.

My signature below indicates that I agree to consider the SWEP student and may receive a Letter of Reference upon successful completion of his/ her subsidized hours.

Parent Responsibilities

1. Support and encourage the student in his/ her endeavors and responsibilities.
2. Assume responsibility for the conduct of the student while working.
3. Be willing to provide transportation, if necessary.
4. Understand that placement of the SWEP Student Worker is based on need not interest.

SWEP Internship Trainee Signature/ date

(Type or Print/ Trainee Name)

Employer/ Supervisor Signature/ date

(Type or Print/ Supervisor Name)

Parent Signature/ date

SWEP Internship/Career Coordinator

Nondiscrimination Statement

Federal and state laws make it unlawful to discriminate employment on the basis of race, color, sex, national origin, disability, or age.

CITY OF ORANGE COVE
633 Sixth Street, Orange Cove, California (559) 626-4488
FACILITY USE APPLICATION

This reservation application is issued in accordance with the policies outlined in the attached packet. All reservation forms must be signed and returned before consideration of use approval. Submission of reservation request does not constitute approval. All applications must be presented to the Orange Cove City Council at a City Council Meeting and the office of the Chief of Police for final approval.

Name: Mariana Andrade Organization/Representative: _____

Mailing Address: 202 N. 5th St. City: Orange Cove Zip: 93646

Home Phone: (559) 7434228 Work Phone: (559) 6260700

Date of Use: 10/28/23 Nature of Use: 15th Birthday

Expected Attendance: 300 Time: From 3:00 am/pm pm To: 12:00 am/pm pm
(Hours of operation shall not exceed 12:00 midnight unless approved by the City Council)

Other information, please specify: _____

DECORATING/REHEARSAL: Date: 10/27/23 From 3:00 a.m./p.m. pm To 8:00 a.m./p.m. pm

INSURANCE REQUIRED:

Name of Insurance Company: Farmers Insurance

(Please provide Certificate of Insurance showing the City of Orange Cove as an additional Insured)

FACILITY REQUIRED:

(Please Check) ☒ (R) Resident ☐ (N) Non Resident

(No Smoking in Public Buildings pursuant to Ordinance No. 284)

☐ Gene Welch Park (Behind Victor P. Lopez Center)

☐ J.O. Eaton Park

☐ Sheridan Park

☒ Victor P. Lopez Community Center

☐ Senior Citizen Center

☐ OTHER (Please specify)

Resolution No. 2023- 16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AUTHORIZING BANKS TO HONOR CHECKS AND WARRANTS WHEN BEARING CERTAIN SIGNATURES OF CITY OFFICIALS, ESTABLISHING PROCEDURES FOR EXECUTION OF CHECKS AND WARRANTS, DESIGNATING A "CONTRACTING OFFICER" ON ACCOUNTS, AND RESCINDING ALL CONFLICTING RESOLUTIONS AND PRIOR APPROVALS.

WHEREAS, the City of Orange Cove makes deposits of City funds in certain banks; and

WHEREAS, the City draws checks and warrants for City funds that are on deposit with certain banks; and

WHEREAS, the City wishes to establish a procedure for execution of checks and warrants; and

WHEREAS, the City wishes to designate a new "Contracting Officer" on bank accounts; and

WHEREAS, the City Council determines that it is necessary for the efficient administration of the fiscal affairs of the City that this resolution be passed and adopted.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE COVE RESOLVES AS FOLLOWS:

Section 1. Each bank doing business with the City of Orange Cove is hereby authorized to honor checks and warrants or other orders for the payment of money drawn in the name of the City of Orange Cove on all its accounts when bearing at least two signatures as follows: Mayor Diana Guerra Silva, City Manager Daniel T. Parra; Nuria Velicescu Finance Director, the Chief of Police Javier Pena, and Councilwoman Josie Cervantes. This authority shall also apply to the transfer of funds between City accounts.

Section 2. It is in the best interest of the City that each check and warrant is signed by one elected official and one staff person. In the event that Mayor Diana Guerra Silva is away from the City or unable to sign checks and warrants, Councilmember Josie Cervantes shall be the designated alternate elected official authorized to execute checks and warrants. In the event that the City Manager is away from the City or unable to sign checks and warrants, the Chief of Police Javier Pena and Finance Director Nuria Velicescu, shall be the designated alternate City Staff authorized to execute checks and warrants.

Section 3. Daniel T. Parra City Manager, shall be designated as "Contracting Officer" on any Union Bank accounts and other accounts requiring a "Contracting Officer."

Section 4. The City of Orange Cove is authorizing the Bank to remove all signatories from the account prior to month of April 2023, and only list the designated names as mentioned in Section 1 of this resolution.

Section 5. This resolution shall become effective immediately upon its passage and adoption. All previous resolutions and approvals authorizing the honoring of signatures of City officials other than those set forth in this resolution are hereby rescinded.

CLERK'S CERTIFICATION

I hereby certify that the foregoing Resolution No. 2023 - 16 was adopted at a Regular City Council Meeting of May 10, 2023

AYES:

NOES:

ABSENT:

ABSTAIN:

Diana Guerra Silva, Mayor

ATTEST:

June Bracamontes, City Clerk



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Staff Report-ARPA funds moving from an allocation to administrative funds to council chambers

RECOMMENDATION:

Staff recommends the Council approve this staff report suggesting we move allocated money from administrative wages to modernize council chambers.

BACKGROUND:

On July 27, 2020, the city approved an ARPA expenditure plan and allocated money to administrative wages of \$85,000 to be spent in 2 years. Currently we have spent \$40,523. Since we underspent in this area and don't see a need to fill this position, staff recommends allocating the money to modernize the council chambers.

FISCAL IMPACT:

Move allocated ARPA money from administrative wages to council chamber expenses.

CONFLICT OF INTEREST:

None.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

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: _____



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Ellie Velicescu, Finance Director
Subject: Approval for Contract for State Mandates with David Wellhouse & Associates

RECOMMENDATION:

Staff recommends the Council to approve the contract with David Wellhouse & Associates. This contract will allow the City of Orange Cove to apply for reimbursements for state mandates required by the state on police departments.

BACKGROUND:

In 2020, the state enacted law enforcement legislation for police departments. This allowed the state to mandate law enforcement statutory standards, instituting accountability measures and provide guidance and support for law enforcement. As a result of this, a decision by the Commission on State Mandates that a new requirement is in fact a reimbursable mandate automatically triggers an obligation for the state to reimburse local governments for expenses incurred in complying. In general, the state is required to reimburse any mandate found to be reimbursable.

FISCAL IMPACT:

\$3,000 or less from the police department budget. Wellhouse & Associates stated in their contract that if claims did not exceed the value of the contract, then there will be no fee charged by Wellhouse and Associates.

CONFLICT OF INTEREST:

None.

Prepared by: Finance Director _____

Approved by: Ellie Velicescu _____

REVIEW: Finance Director _____

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: _____



May 4, 2023

Ms. Ellie Velicescu
Finance Director
City of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

Re: Proposal For State Mandated Cost Claiming Services (SB90)

Dear Ms. Velicescu:

David Wellhouse & Associates, Inc. (DWA) specializes in the state mandate reimbursement process. Our main goal is to increase cities' state mandate cost reimbursements and offer the best claiming expertise available.

This proposal outlines both the claims available to the City of Orange Cove and the advantages of utilizing David Wellhouse & Associates, Inc. in the identification and preparation of the City's state mandated cost claims.

The Claiming Process

David Wellhouse & Associates proposes to interview city staff to identify all mandates and costs that are eligible to the City of Orange Cove. We will interview all city employees who perform and supervise these mandated activities to determine the procedures used by the City to comply with each mandate available for reimbursement.

We will then cost out each program and prepare indirect cost rate proposals in order to fully maximize the City's reimbursement. DWA will then prepare all claims on behalf of the City and submit these claims to the State Controller's Office. Upon the submittal of claims to the State Controller's Office, we will obtain a receipt signed by the Controller's staff certifying the acceptance and timely filing of each claim prepared. We will always share with the City our recommendations on procedures the City can follow to ensure full maximization of future reimbursements.

This proposal outlines both the claims available to the City and the advantages of utilizing David Wellhouse & Associates, Inc. in the identification and preparation of the City's state mandated cost claims.

Advantages of David Wellhouse & Associates, Inc.

Knowledge and Understanding of Mandates and Reimbursable Costs

With over twenty-five years experience working with hundreds of local agencies filing state mandate claims, we have a thorough understanding of city operations and costs relating to the reimbursement of state mandates. With this experience, we can fully maximize the City's state mandate reimbursements.

Service Oriented Approach

David Wellhouse & Associates, Inc. continues our service oriented approach as the cornerstone of its relationship with clients. We propose not only to file your claims but to assist the City in identifying additional potentially reimbursable state mandates. This is an important **long-term benefit** to the City that should not be overlooked.

In addition, we are always available to answer any and all questions regarding state mandate issues. We know that **year-round service** can be just as important to the City as the preparation of claims.

We propose this service oriented approach as part of our claiming service at no additional cost to the City. Our fee is based solely upon the filing of the City's state mandated reimbursement claims.

Increased Reimbursement Through Indirect Costs

Our experience in preparing departmental indirect cost rate proposals ensures that claims filed by us include departmental overhead, as well as direct costs incurred as a result of compliance with state mandated programs. By developing these rates, we are often able to substantially increase your reimbursement.

Close Working Relationship With State Agencies

We work closely with the State Controller's Office, Department of Finance, and the Commission on State Mandates. We stay in close contact with state staff involved in this process and are aware of the latest decisions and issues that can affect the City's reimbursements.

Assistance if Audited

David Wellhouse & Associates, Inc. will assist the City in defending claims which result in an audit disallowance. Having worked closely with the State Controller's Office for many years, DWA is in a strong position to assist the City in defending claims should the need arise.

Costs of Services

David Wellhouse & Associates, Inc. will prepare and file the City of Orange Cove's SB90 annual claims for fiscal year 2021/2022 which were due on February 15, 2023 for a fixed fee of \$3,000.00. If the City does not have claims that exceed the value of this contract, or if the City makes the decision to not file the claims for the 2021/2022 fiscal year for any reason, there will be no fee charged to the City. Our fee for the preparation and filing of the City's SB90 claims includes all time and expenses necessary to prepare and file the City's claims.

I would appreciate the opportunity to work with the City of Orange Cove. Should you have any questions, please contact me at (916) 797-4883.

Thank you for your consideration of our proposal.

Sincerely,

A handwritten signature in cursive script that reads "Renee M. Wellhouse". The signature is written in dark ink and is positioned above the printed name and title.

Renee M. Wellhouse
President

AGREEMENT BETWEEN THE CITY OF ORANGE COVE AND DAVID WELLHOUSE & ASSOCIATES, INC. FOR PREPARATION AND FILING OF CLAIMS FOR STATE MANDATED COST REIMBURSEMENT

This agreement by and between the **CITY OF ORANGE COVE**, a municipality of the State of California, hereinafter referred to as "**CITY**", and **DAVID WELLHOUSE & ASSOCIATES, INC.**, a California corporation, hereinafter referred to as "**CONSULTANT**".

Whereas, CITY desires to engage the services of a consultant to prepare and file claims for State Mandated Cost Reimbursement, and CONSULTANT has been selected to perform said services, now, therefore, it is agreed by CITY and CONSULTANT as follows:

1. **Claims To Be Filed.** CONSULTANT shall prepare and file with the State Controller's Office on behalf of CITY, the following state mandated cost (SB 90) claims during the 2021-2022 fiscal year.

A. Late February 2023 Annual Claims for fiscal year 2021-2022 claims to be prepared and filed on or before February 15, 2024 as required by the State Controller's Claiming Instructions.

Racial and Identity Profiling - Chapter 466, Statutes of 2017

Peace Officer Training: Mental Health/Crisis Intervention - Chapter 469, Statutes of 2015

U Visa 918 Form, Victims of Crime: Nonimmigrant Status - Chapter 721, Statutes of 2015

Domestic Violence Arrests & Victim Assistance -Chapter 698 & 702, Statutes of 1998

Rape Victims Counseling Center Notices - Chapter 999, Statutes of 1991

Domestic Violence Arrest Policies and Standards - Chapter 246, Statutes of 1995.

Threats Against Police Officers - Chapter 1249, Statutes of 1992

Health Benefits for Survivors of Peace Officers and Firefighters - Chapter 1120/96

Peace Officer Procedural Bill of Rights - Chapter 465, Statutes of 1976

Administrative License Suspension - Chapter 1460, Statutes of 1989

Peace Officer Personnel Records - Chapter 741, Statutes of 1994

Peace Officer Procedural Bill of Rights II - Chapter 170, Statutes of 2002

Local Government Employee Relations - Chapter 901, Statutes of 2000

Crime Victim's Domestic Violence Incident Reports - Chapter 1022, Statutes of 1999

Pesticide Use Reports - Chapter 1200, Statutes of 1989

State Authorized Risk Assessment Tool for Sex Offenders - Chapter 336,
Statutes of 2006

Tuberculosis Control - Chapter 1763, Statutes of 2002

Local Agency Employee Organizations: Impasse Procedures II - Chapter 314,
Statutes of 2012

Vote by Mail Ballots: Prepaid Postage - Chapter 120 (AB216), Statutes of 2018

CITY acknowledges that CONSULTANT does not warrant that claims will be filed for all of the mandates listed in Section 1. CONSULTANT shall only prepare and file claims for those mandates listed in Section 1 in which the CITY has reimbursable costs.

The claims and services described in this Section 1 shall hereinafter be referred to as "PROJECT".

CONSULTANT hereby designates Renee Wellhouse, or other delegated representative, to be sole contact and agent in all consultations with CITY during the performance of services as stated in PROJECT.

2. Time For Performance CONSULTANT shall file all claims in accordance with the State Controller's claim filing deadline contained in the applicable State Controller Claiming Instructions.

3. Compensation CITY agrees to pay CONSULTANT a fixed fee in the amount of \$3,000.00 for services provided under Section 1A of PROJECT, upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions. At the City's sole discretion, if the amount of the claims to be filed do not exceed the fee charged in this contract, or if the City's decides not to have the claims filed, there will be no fee charged. The fee will only be charged if the City files claims for reimbursable mandates for the 2021/2022 fiscal year.

4. Method Of Payment CITY agrees to pay said fixed fees for services provided under Section 1A of PROJECT upon receipt of CONSULTANT'S invoice, after submission of claims as required by the State Controller's Claiming Instructions. City further agrees to pay CONSULTANT'S invoice within 15 days of receipt.

5. **City Assistance** CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this agreement. CITY shall provide CONSULTANT with requested information in a timely manner, pursuant to PROJECT. CITY represents and warrants that all financial documents and other information provided are accurate and correct. CONSULTANT shall not be liable for claims that are not filed or incorrectly filed due to inaccurate or untimely data.

6. **Disposition Of Documents** CONSULTANT shall furnish to CITY copies of all claims filed with the State within 30 days after filing. CONSULTANT shall, upon written request, make copies of work papers available to CITY. CITY acknowledges that all such work papers are the property of CONSULTANT, and may not be disclosed to any third party, provided however that such workpapers may be disclosed to appropriate governmental authorities for audit purposes. CONSULTANT shall be entitled to retain copies of all data prepared.

7. **Not Obligated To Third Parties** CITY shall not be obligated or liable hereunder to any party other than CONSULTANT.

8. **Insurance** CONSULTANT shall carry, maintain and keep in full force and effect, a policy of comprehensive general liability and automotive liability insurance in an amount not less than \$1,000,000 aggregate applying to bodily injury, personal injury, and property damage.

9. **Independent Contractor** CONSULTANT is, and shall be, acting at all times in the performance of this agreement as an independent contractor. CONSULTANT shall secure at its expense, and be responsible for, any and all payments of taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees.

10. **Consultant Assistance If Audited** Upon notice of audit, CONSULTANT shall make available to CITY and state auditors claim file information, and provide assistance to CITY in defending claims submitted.

11. **Consultant Liability If Audited** All work required hereunder shall be performed in a good and workmanlike manner. Any disallowance of claims by the State Controller's Office or other state agencies is the responsibility of CITY.

12. **Indirect Costs** CONSULTANT shall make every effort to prepare departmental Indirect Cost Rate Proposals for claims submitted, provided CITY financial information and departmental costs support such rates. CONSULTANT may utilize the ten percent (10%) indirect cost rate allowed by the State Controller if financial information and departmental costs do not support a higher rate.

13. **Termination Of Agreement** CITY may terminate CONSULTANT'S services hereunder with cause, whether or not services under PROJECT are fully complete. CITY shall

do so by giving written notice to CONSULTANT, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

14. Return of Signed Agreement CONSULTANT shall be under no obligation to prepare and file claims unless the executed Agreement is received by mail or e-mail of the City's intention to continue our services and received by CONSULTANT by **May 26, 2023**. CONSULTANT may extend this deadline on a case by case basis.

15. Entirety The foregoing set forth the entire Agreement between the parties.

CONSULTANT:
DAVID WELLHOUSE & ASSOCIATES, INC.,
a California Corporation

By: 

Date: May 4, 2023

Renee M. Wellhouse
President

CITY:
CITY OF ORANGE COVE
a Municipality of the State of California

By: _____

Date: _____

Name: _____

Title: _____

Phone: _____



CITY OF ORANGE COVE

REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Michael Giersch, City Engineer

Subject: Review of Bids and Award of Contract – Eaton Park Improvement Project

Attachments: Bid Summary; pictures of the proposed Gametime Playground Equipment and Shade Structure; Resolution

RECOMMENDATION:

Adopt Resolution 2023 – ¹³, awarding the Contract for the Eaton Park Improvement Project in the amount of \$ 402,413.00 to Steve Dovali Construction Co., provide a contingency fund in the amount of \$ 25,000, and authorize the City Manager to execute the Agreement.

BACKGROUND:

A project to improve Eaton Park was recently advertised for bids; a total of 3 (three) bids were received and opened on Thursday, March 30th. The low bid of \$ 402,413.00 was submitted by Steve Dovali Construction Co. (hereafter Dovali) (see Attachment 1, Bid Summary for a comparison of the submitted bids).

The Eaton Park Improvement Project includes the furnishing and installation of a playground equipment set and a shade structure, a swing set, enclosure of the playground area with a four (4) foot high chain link fence, lighting improvements, and other amenities.

(continued on p. 2)

Prepared by: Giersch and Associates Inc.

Approved by: Michael Giersch

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: _____

APR. 19, 2023 CITY COUNCIL STAFF REPORT, P.2 Review of Bids and Award of Contract – Eaton Park Improvement Project

BACKGROUND: (continued from P. 1)

The park has been designed to current playground standards; the commercial playground equipment and swing set area will have an underlying section of engineered wood fiber to help prevent serious injuries in the case of a fall from the apparatus. An underdrain system has also been added to prevent flooding of the playground area in the winter months.

The alternate bid for playground equipment is not recommended due to the higher price and long lead time of over 30 weeks. The base bid equipment has a lead time of 8 to 10 weeks. The equipment layout is almost identical. The Gametime equipment also has longer warranty periods. A picture of the alternate equipment is attached to see the comparison.

The Council can pick whatever color combination they desire for the Gametime equipment. Two possible combinations are attached.

Following approval of the Agreement by the City Council, the Contractor will be required to furnish insurance and bonds prior to the commencement of construction activities. In addition, playground equipment will need to be ordered, fabricated, and shipped. Construction of these improvements is anticipated to begin in May or early June 2023, and construction is anticipated to last about four (4) months.

Dovali's bid submittal has been reviewed and found to be in compliance with State and City requirements. Giersch & Assoc. has worked with Dovali on previous projects and can attest that they are a qualified Contractor. They are properly licensed to perform the type of construction involved in the project.

FISCAL IMPACT:

The project is funded with a combination of Proposition 68 (Parks, Environment and Water Bond) funds and City funds.

CONFLICT OF INTEREST:

None.

RESOLUTION 2023- 13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE AWARDING THE CONTRACT FOR THE EATON PARK IMPROVEMENT PROJECT TO STEVE DOVALI CONSTRUCTION CO. AND AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT

WHEREAS, plans and specifications were prepared for a project to improve J.O. Eaton Park, and said project was advertised for bids; and

WHEREAS, the Bid Opening occurred on Thursday, March 30, 2023; and three (3) bids were submitted and opened; and

WHEREAS, the low bid of \$ 402,413.00 was submitted by Steve Dovali Construction Co. (hereafter Dovali); and

WHEREAS, Dovali's bid was determined to be in compliance with all pertinent requirements; and

WHEREAS, Dovali is properly licensed to perform said work.

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 Contract for the Eaton Park improvement project is hereby awarded to the low bidder, Steve Dovali Construction Co., in the amount of \$402,413.00, and the City Manager is authorized to execute the Contract.
3. A contingency fund in the amount of \$25,000 is hereby established to account for any work resulting from unforeseen conditions.
4. The provisions of this Resolution are severable and if any provision, clause, sentence, word, or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.
5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

This resolution was adopted at a Regular Meeting of the City Council of the City of Orange Cove held on April 26, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Diana Guerra Silva, Mayor

ATTEST:

June Bracamontes, City Clerk

ATTACHMENT 1
SUMMARY OF BIDS: EATON PARK IMPROVEMENT PROJECT
 BIDS OPENED THURSDAY, MARCH 30, 2023

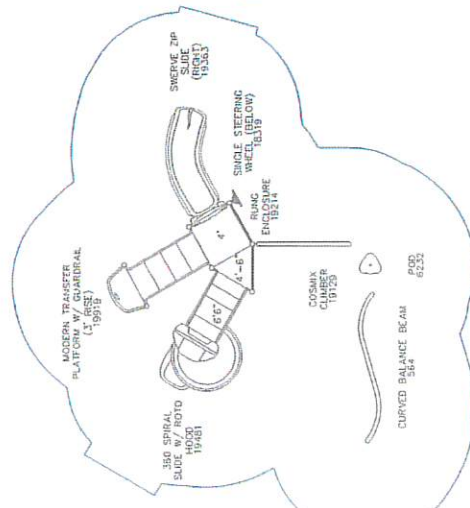
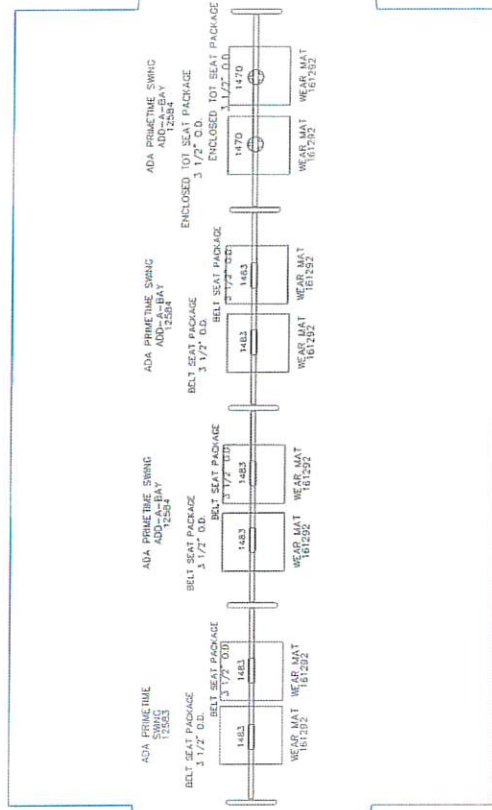
Item No.	Description	Estimated Quantity	Unit	Steve Dovall Construction 1		Sierra Range Construction 2		Todd Companies 3	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Mobilization, Bonds, Permits, Insurance		LS		\$ 39,428.00		\$ 6,500.00		\$ 34,000.00
2	Demolition		LS		\$ 35,183.00		\$ 17,050.00		\$ 4,200.00
3	24 Inch Deep PCC Curb	240	LF	\$ 45.00	\$ 10,800.00	\$ 63.00	\$ 15,120.00	\$ 72.00	\$ 17,280.00
4	4 Inch deep PCC slab	5840	SF	\$ 8.00	\$ 46,720.00	\$ 7.50	\$ 43,800.00	\$ 13.00	\$ 75,920.00
5a	Gametime Playground Equipment	1	EA		\$ 43,398.00		\$ 52,880.00		\$ 43,000.00
6	Swing Set	1	EA		\$ 19,183.00		\$ 24,320.00		\$ 20,350.00
7	Shade Structure	1	EA		\$ 55,299.00		\$ 58,410.00		\$ 62,300.00
8	Engineered Wood Fiber (Compacted)	150	CY	\$ 85.00	\$ 12,750.00	\$ 117.00	\$ 17,550.00	\$ 150.00	\$ 22,500.00
9	Round Picnic Table	3	EA	\$ 2,543.00	\$ 7,629.00	\$ 3,140.00	\$ 9,420.00	\$ 3,000.00	\$ 9,000.00
10	4' High Chain Link Fence with 2 gates	280	LF	\$ 113.00	\$ 31,640.00	\$ 76.00	\$ 21,280.00	\$ 68.00	\$ 19,040.00
11	6 foot Park Bench with back	4	EA	\$ 2,814.00	\$ 11,256.00	\$ 2,275.00	\$ 9,100.00	\$ 2,100.00	\$ 8,400.00
12	Play Area Drainage System		LS		\$ 27,933.00		\$ 72,050.00		\$ 40,000.00
13	Adjust Utility Boxes to Grade	3	EA	\$ 252.00	\$ 756.00	\$ 800.00	\$ 2,400.00	\$ 650.00	\$ 1,950.00
14	Install 12 Inch Utility Box	1	EA	\$ 360.00	\$ 360.00	\$ 2,000.00	\$ 2,000.00	\$ 850.00	\$ 850.00
15	Decorative Rock over Backflow Preventer	1	EA	\$ 1,609.00	\$ 1,609.00	\$ 780.00	\$ 780.00	\$ 1,350.00	\$ 1,350.00
16	Remove Existing Drinking Fountain	1	EA	\$ 1,191.00	\$ 1,191.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00
17	Park Lighting Improvements		LS		\$ 20,899.00		\$ 7,350.00		\$ 16,000.00
18	Bathroom Floor Improvements		LS		\$ 31,991.00		\$ 32,680.00		\$ 34,000.00
19	R & R Bathroom Hand Dryers	2	EA	\$ 1,709.00	\$ 3,418.00	\$ 8,390.00	\$ 17,980.00	\$ 1,800.00	\$ 3,600.00
20	R & R Bathroom Soap Dispensers	2	EA	\$ 485.00	\$ 970.00	\$ 725.00	\$ 1,450.00	\$ 425.00	\$ 850.00
Total Bid Submittal w/Game Time P/G					\$ 402,413.00		\$ 414,020.00		\$ 416,590.00
Total Bid w/ Little Tikes P/G					\$ 410,314.00		\$ 420,935.00		\$ 493,590.00

Bid Irregularities - 1. Total of Dovall Bid Items \$2,000 less than their submittal of \$404,413.00; 2. Sierra Range Bid Item Total on Bid Item No. 11 was \$11,100;
 3. Todd Companies Bid Item No. 13 Total submitted total price was \$1,095, which was incorrect based on the Unit Price

Bid Summary

105P2202 Eaton Park

99' - 2"



38' - 4"



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

JO EATON MEMORIAL PARK
ORANGE COVE CA
Representative
MRC

The play
equipment
recommended
for children ages
2-5 OR 5-12

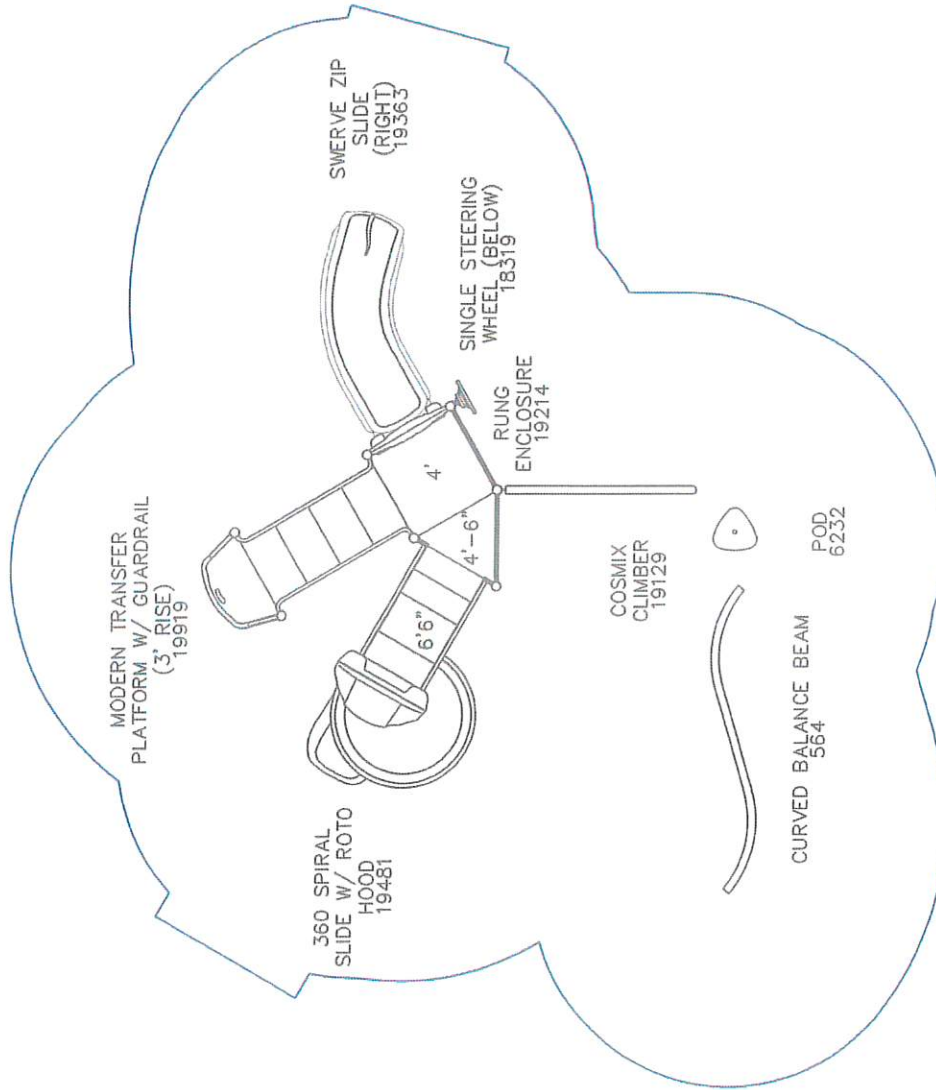
Minimum Area Required
Scale: 1" = 5'-0"
This drawing can be
used on 18" x 24" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and meet the minimum
critical fall heights as specified by the U.S.
Consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CANC-94-2-814

Drawn By
JP AF
Date
3.2.23
Drawing Name
WITH SWINGS

33' - 8"

29' - 9"



Gametime®

AFLAKOORSE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

ISO
9001
CERTIFIED

ISO
15500
CERTIFIED

JO Eaton Memorial Park
Orange Cove CA

Representative
MRC

This play
equipment is
recommended
for children ages
2-5 OR 5-12

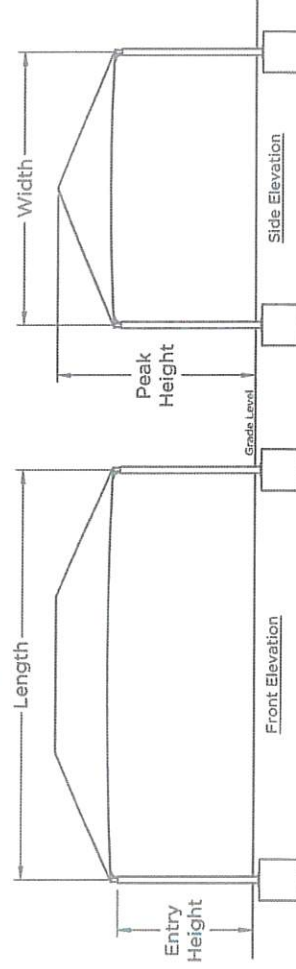
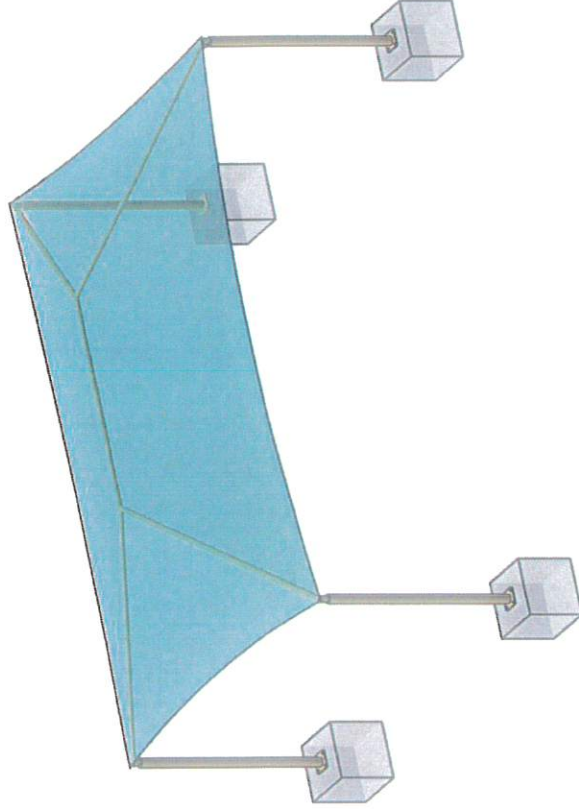
Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be
scaled only when in
an 8 1/2" x 11" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, and at depths to meet the
critical fall heights as specified by the U.S.
Consumer Product Safety Commission,
ASTM standard F 1257 and Canadian
Standard CAN/CSA-Z 614

Drawn By:
jp af
Date:
3.2.23
Drawing Name:

Hip Shade

Length	40'	Width	30'	Entry Height	15'
Peak Height	21.05'	Elbow	Standard	Column Mount	Base Plate
Column Size	Ø8.6" Sch-40	Rafter Size	Ø5.0" 7-Ga	Ridge Size	Ø5.0" 7-Ga
Column Length	15.5'	Rafter Length	21.33'	Ridge Length	12.2'
Dome Qty.	1	Column Qty.	4		



SuperiorShade

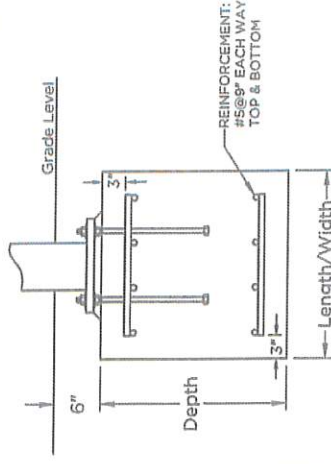
QUOTE

SHADE SIZE
40' X 30'

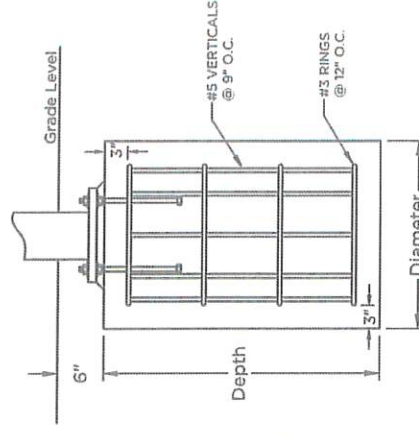
SHADE STYLE
Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Square Footing		
Column	Length & Width	Depth
Single Cap	5.5	3
Double Cap	N/A	3



Auger Footing	
Diameter	Double Cap Depth
1'-6"	Out of range
2'-0"	Out of range
2'-6"	N/A
3'-0"	N/A





J0 Eaton Memorial Park



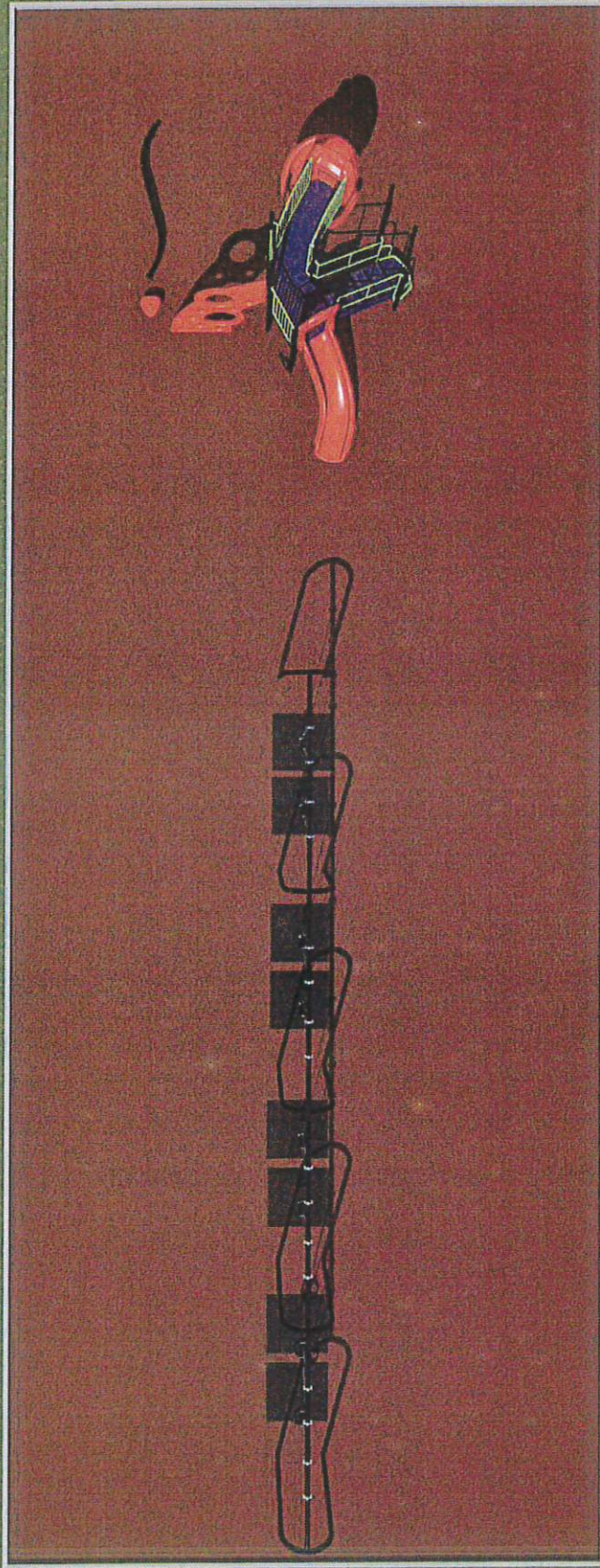


J0 Eaton Memorial Park



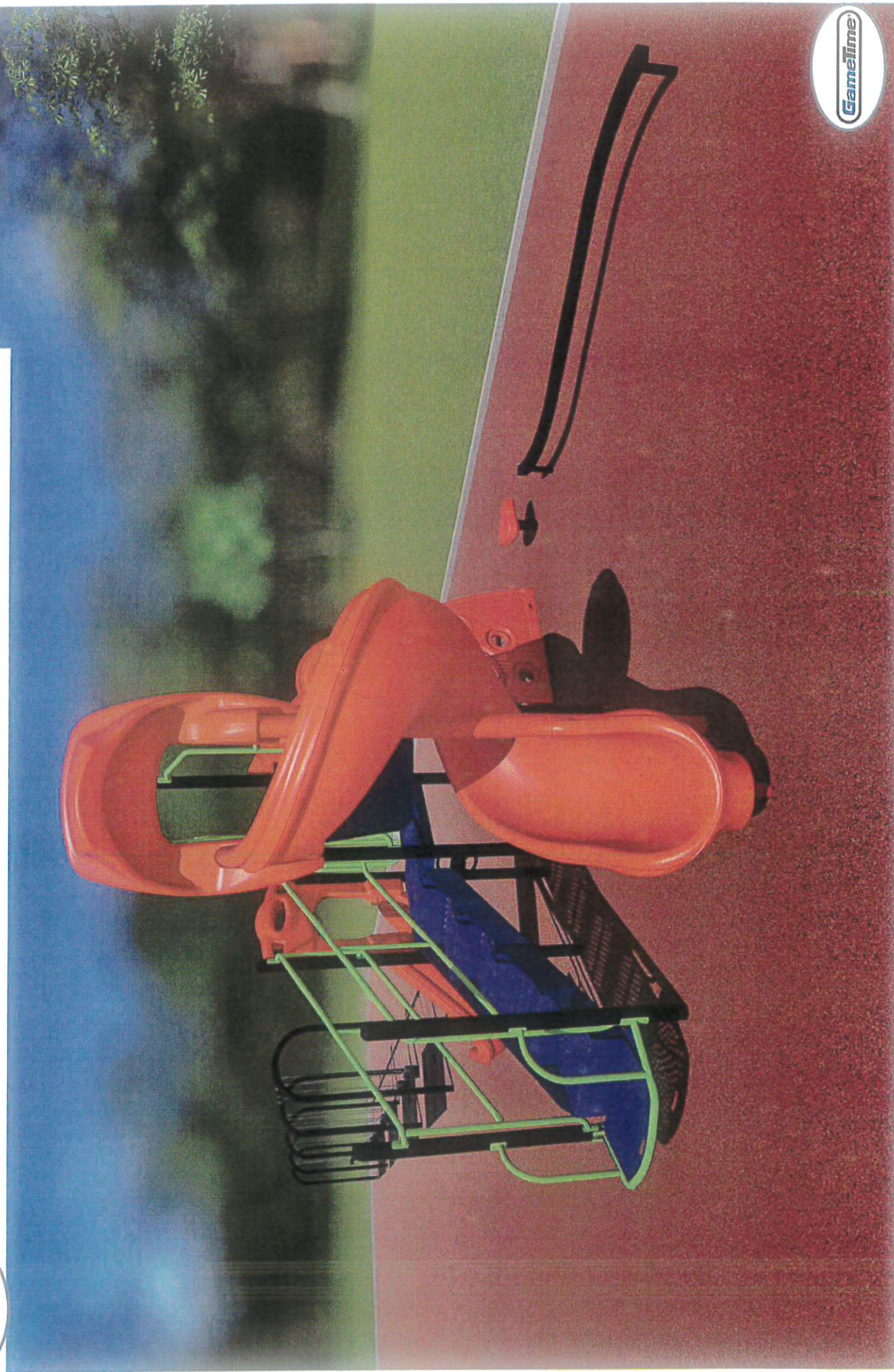


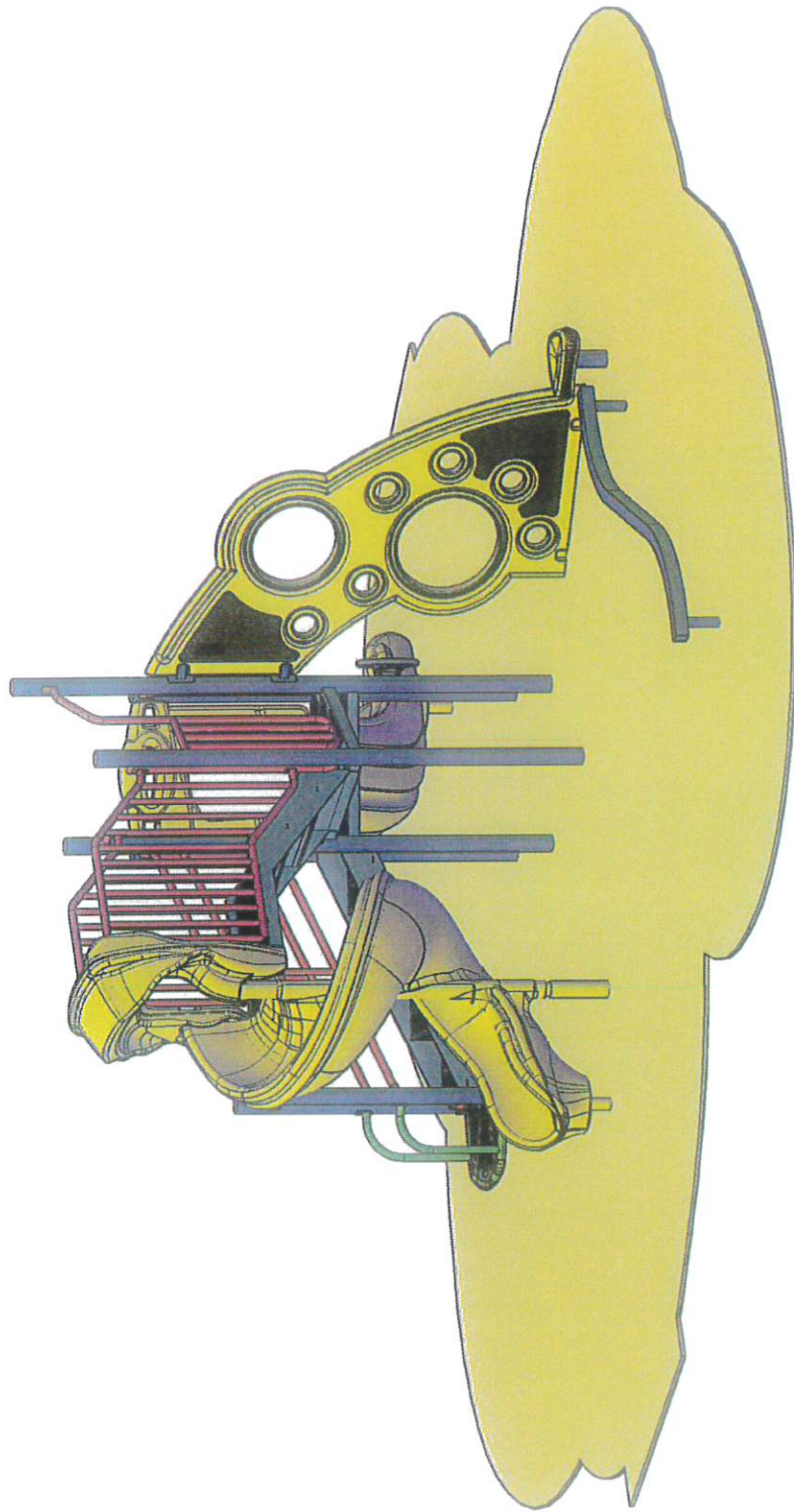
J0 Eaton Memorial Park

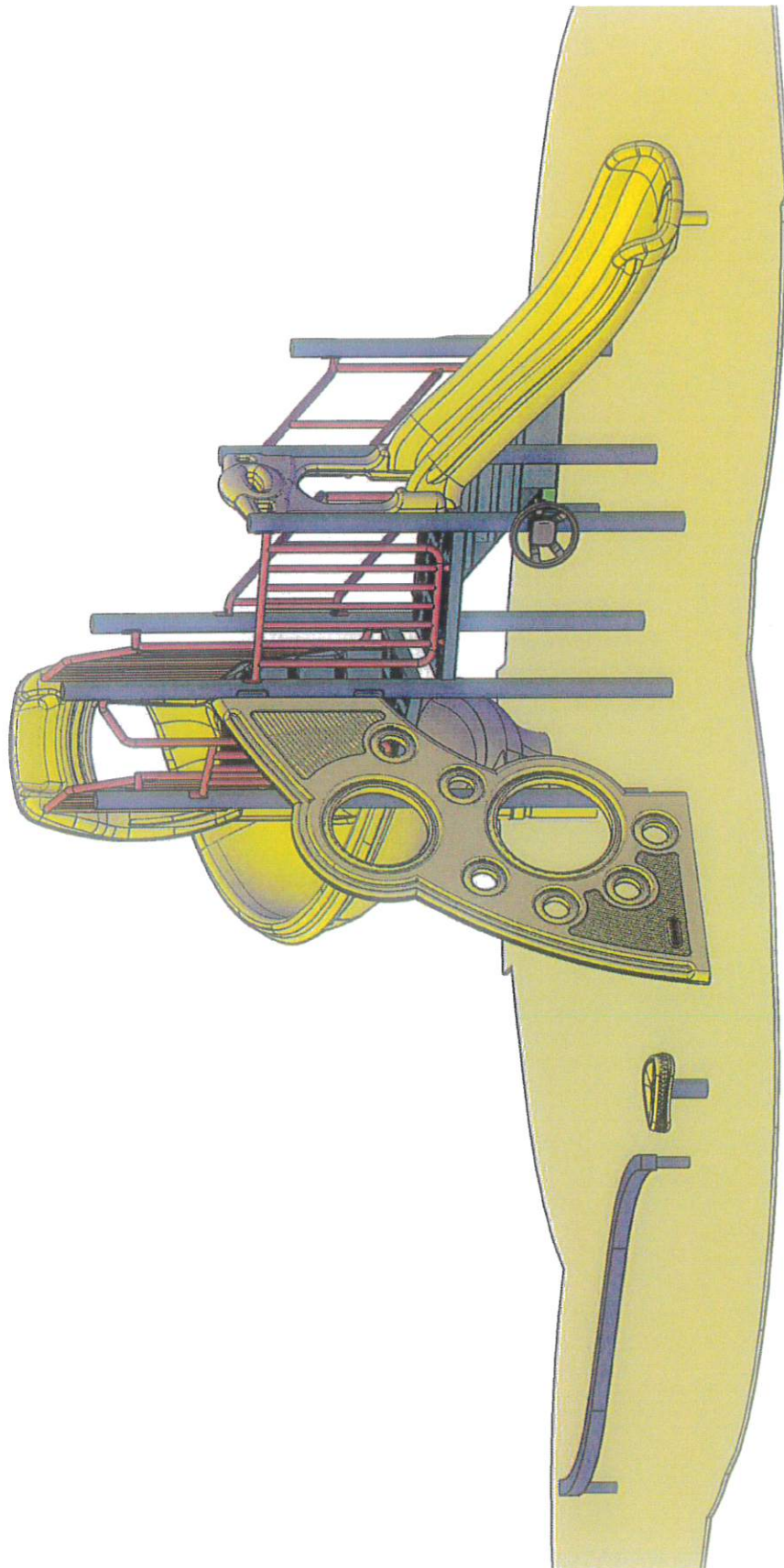




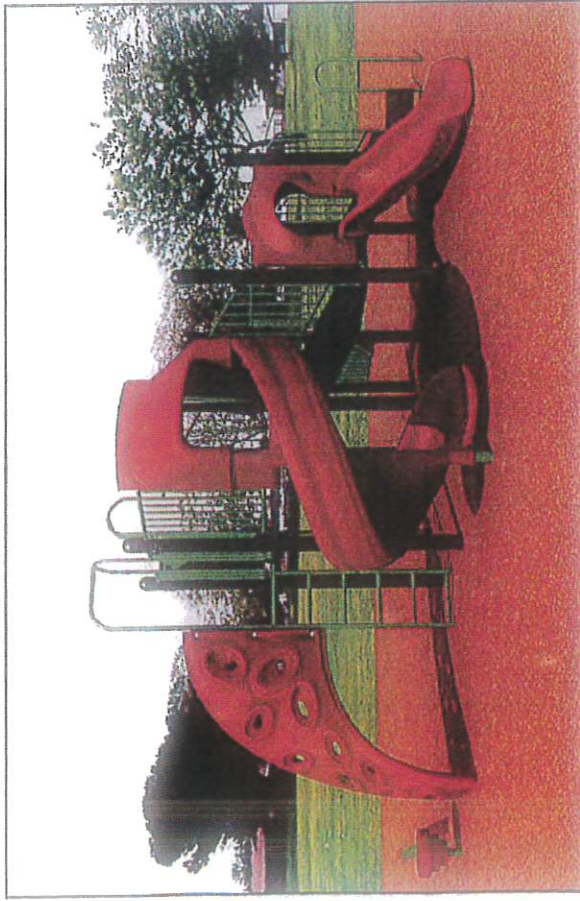
J0 Eaton Memorial Park



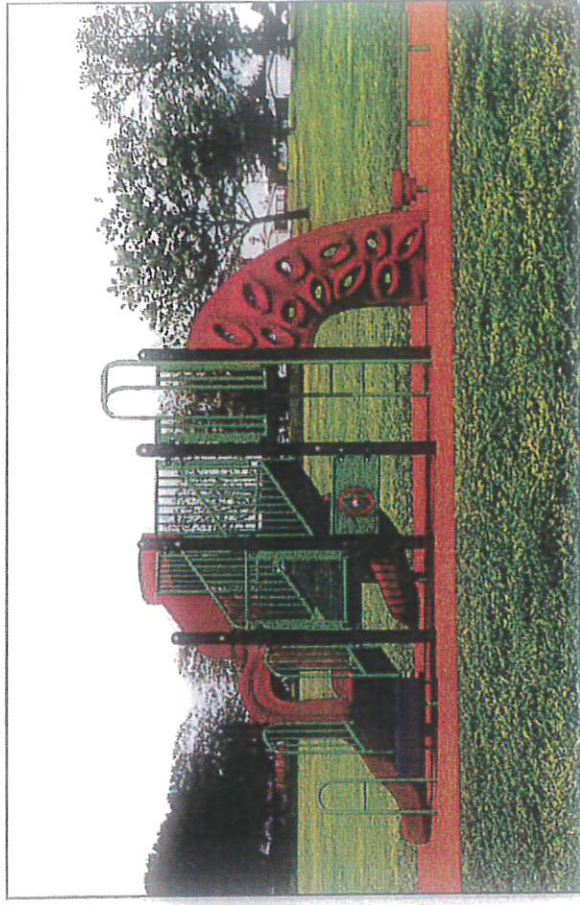




ALTERNATE Playground Structure



Front View



Back View

CHIEF OF POLICE EMPLOYMENT AGREEMENT

This Chief of Police Employment Agreement ("Agreement") is entered into on April 29, 2023, by and between the City of Orange Cove, a municipal corporation ("city"), and Javier Pena ("Pena"), with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

Pena desires to become the new Chief of Police and City desires to appoint Pena as the new Chief of Police, subject to the terms of this Agreement.

AGREEMENT

I. Employment. City will employ Pena as the Chief of Police, effective April 29, 2023, and Pena will be an at-will employee serving at the pleasure of the City Manager subject to the terms and conditions set forth herein. Pena's employment with the City as Chief of Police is at the mutual consent of both Pena and the City, and there are no express or implied agreements contrary to the foregoing. Pena shall be a full-time Chief of Police during his employment with the City.

2. Term. This Agreement and Pena's employment as Chief of Police shall continue until terminated by either party, with or without cause, in accordance with the provisions of this Agreement, or modified or amended by mutual written agreement of both parties.

3. Salary. Pena shall receive a salary of \$125,000 annually (\$10,416.67 monthly salary). Pena shall be entitled to cost of living adjustments as approved for all employee salary schedules of the City.

4. Performance Evaluations. Pena shall receive an annual performance evaluation, or more often as may be requested by the City Manager or Pena.

5. Residency. Pena need not be a resident of the City of Orange Cove during his employment as Chief of Police but shall reside within no more than an average one (1) hour driving distance to Orange Cove.

6. Duties and Professional Conduct. Pena shall have the powers and shall perform the functions and duties specified in applicable provisions of the Orange Cove Municipal Code and applicable City administrative rules and policies for the Chief of Police.

7. Automobile Allowance. Pena shall, at his expense, provide an automobile for use in carrying out his duties as Chief of Police. City shall provide Pena a monthly automobile allowance of Five Hundred (\$500) for Pena's use of a personal vehicle for City business. Pena shall be solely responsible for all expenses to use, maintain, operate, and insure the vehicles and automobiles used by Pena. If Pena chooses to use a city vehicle Pena will forgo the automobile allowance.

8. Health, Retirement, and Other Benefits. City shall provide Pena with the same health, dental, life and vision insurance coverage and other benefits as are provided other executive management employees of the City

9. Vacation, Sick Leave, and Administrative Leave. Vacation and Sick leave will continue at the rate he is currently accruing. In addition, 80 hours (10 days) of administrative leave will be available to Pena. Administration leave does not carry over to the next year. At the beginning of the fiscal year Pena will receive a new 80 hours (10 days) of administrative leave.

10. Termination and Severance.

a. Termination Without Cause. Pena is an at-will employee serving at the pleasure of the City Manager and may terminate this Agreement at any time without cause. In the event the City Manager terminates Pena employment without cause, Pena will be entitled to severance pay in an amount equal to six months base salary. In addition, the City shall provide for a continuation of health insurance benefits which Pena is receiving at the time of termination for a period of six months.

b. Termination for Cause. The city may terminate this Agreement for cause immediately upon written notice to Pena. If Pena is terminated for cause, Pena shall not be entitled to the severance compensation under this Section

11. Resignation Notice. Nothing in this Agreement shall prevent, limit, or otherwise interfere with Pena's right to resign from his employment with the City at any time. Pena agrees to give City at least 30 days written notice prior to the effective date of resignation and shall make reasonable efforts to give City at least sixty (60) days prior written notice. If Pena resigns voluntarily, Pena shall not be entitled to the severance compensation under Section 10 herein.

12. Professional Meetings. Pena is expected to attend appropriate professional meetings and conferences at local and state levels, including but not limited to the League of California Cities and to periodically report to the City Council regarding meetings attended. The annual budget for Pena's attendance at conferences and/or professional meetings shall be included in the City's annual budget.

13. Expense Reimbursement. City shall reimburse Pena for actual and necessary expenses incurred within the scope of employment in accordance with applicable City reimbursement schedules and policies. City shall pay for or reimburse Pena's actual and necessary travel and subsistence expenses for professional and official travel to meetings, courses, seminars, and occasions reasonably necessary to adequately pursue official duties and other functions for the City, and to continue Pena's professional development as authorized by the City Manager.

14. Indemnification. In accordance with Government Code section 825, et seq., City shall defend, hold harmless, and indemnify Pena against any claim or action against his arising out of an alleged act or omission occurring in the scope of his employment with City, and Pena shall reasonably cooperate in good faith in the defense. This provision is not intended to and shall not operate to expand the protections afforded to Pena or the City's obligations as provided in Government Code section 825 et seq., except that this Section shall operate as Pena's standing written request to the City for defense and indemnity as required by Government Code section 825 for any and all claims or action against his arising out of an alleged act or omission occurring in the scope of his employment with the City whether such claim is submitted or action commenced during or after his employment with the City.

15. Notices. Any notices required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given and deemed served upon the other party if sent by United State Postal Service, first class postage prepaid, and addressed as follows:

To City: Orange Cove City Manager
c/o City Attorney of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

To Pena: Javier Pena
Chief of Police of Orange Cove
633 Sixth Street
Orange Cove, CA 93646

Notices shall be deemed given as of the date of personal service or upon the date of deposit during transmission with the U.S. Postal Service.

16. Bonding. City shall bear the full cost of any bond(s) or insurance required of Pena to perform his duties pursuant to this Agreement under any law or ordinance.

17. Dispute Resolution. Any disputes over the interpretation or application of this Agreement shall be submitted to mediation at least thirty (30) days prior to either party filing a claim with the City or any administrative agency or initiating litigation over the dispute. The parties shall mutually agree upon a mediator and share equally in the costs of the mediation. Either party may initiate mediation by providing written notice to the other party. Mediation shall thereafter be conducted at the soonest possible time. The parties shall in good faith cooperate in selecting the mediator and scheduling the mediation.

18. Supplemental Agreement. This Agreement is supplemental to the provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and City's salary schedule for the position of Chief of Police. The applicable provisions of the Orange Cove Municipal Code, the City's Benefits Resolution, and the City's salary schedule shall have control over all aspects of the Chief of Police position not addressed by this Agreement.

19. General Provisions.

a. Governing Law and Venue. This Agreement and the rights and the obligations of the parties shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, the venue shall be the state courts located in Fresno County, California.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.

c. No Assignment. Pena may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be modified, amended, or supplemented orally. This Agreement may be modified, amended, or superseded only by a written instrument executed by both parties.

e. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provision of the Agreement shall continue in full force and effect.

CITY OF ORANGE COVE MANAGER

CHIEF OF POLICE

By: _____
Daniel Parra

By: _____
Javier Pena

APPROVED AS TO FORM

By: _____
City Attorney



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Megan Dodd, City Attorney
Subject: Approval of Resolution No. 2023- 15 Adding Daniel Parra and Nuria Velicescu as Administrators to the LAIF Account
Attachments: Resolution No. 2023- 15

RECOMMENDATION:

Staff recommends that the Council approve Resolution No. 2023-15 adding Daniel Parra and Nuria Velicescu as Administrators to the LAIF Account

BACKGROUND:

Currently, the administrators of the Local Agency Investment Fund ("LAIF") account are former City employees, Rudy Hernandez and Edith Cannon. The intent of this resolution is to remove the former City employees as administrators, and add City Manager, Daniel Parra, as well as Finance Director Nuria Velicescu, as administrators so that they are able to access and control the City's LAIF account.

FISCAL IMPACT:

None.

CONFLICT OF INTEREST:

None.

Prepared by: City Attorney _____

Approved by: Megan Dodd

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: _____

RESOLUTION NO. 2023-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE,
CALIFORNIA, AUTHORIZING THE ADDITIONS OF DANIEL PARRA AND NURIA
VELICESCU AS ADMINISTRATORS OF THE LOCAL AGENCY INVESTMENT
FUND ACCOUNT**

WHEREAS, the City of Orange Cove ("City") holds funds in the Local Agency Investment Fund ("LAIF"); and

WHEREAS, currently, two former City employees are listed as administrators of the LAIF account; and

WHEREAS, the City desires to add its current City Manager, Daniel Parra, and Finance Director, Nuria Velicescu as administrators of the LAIF account, and remove the two former employees, Rudy Hernandez and Edith Cannon, from the LAIF account.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Orange Cove hereby declares that Daniel Parra and Nuria Velicescu shall be added as administrators to the LAIF account.

RESOLVED FURTHER, the former employees, Rudy Hernandez and Edith Cannon, shall be removed as administrators of the LAIF account. **PASSED, ADOPTED AND APPROVED** this 10th day of May, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Approved

DIANA GUERRA SILVA
Mayor

Attest:

JUNE V. BRACAMONTES
CITY CLERK

EXHIBIT “A”