



**AGENDA
ORANGE COVE CITY COUNCIL
REGULAR MEETING**

Wednesday, October 09, 2024

6:30 PM

City of Orange Cove Council Chambers

633 6th St.

Orange Cove, CA 93646

ZOOM Information

<https://us06web.zoom.us/j/83714525586?pwd=jiNhYXYMTOXiweELDyTTWC3O0IZa3c.1>

Meeting ID: 837 1452 5586

Passcode: 251646

1. CALL TO ORDER/WELCOME

Roll call

Invocation

Flag Salute (Pledge of Allegiance)

2. CONFIRMATION OF AGENDA

3. PRESENTATIONS

- None Scheduled

Public comments during regular business items are limited to three minutes per person and fifteen minutes total per item.

4. CONSENT

(All items listed under the consent calendar category are considered routine. The complete consent calendar will be enacted by one motion by ROLL CALL VOTE. For purposes of discussion, any council member may have an item removed from the consent calendar and made part of the regular agenda. The Council can then approve the remainder of the consent calendar).

4.a. Minutes of the September 25, 2024, Regular Meeting of Orange Cove City Council *Cisneros*

4.b. Consideration and Necessary Action to Adopt Resolution No. 2024-31 to approve 2024-2029 Services Agreement with the County of Fresno for Law Enforcement Dispatch Services. *Dominguez*

5. REGULAR BUSINESS

5.a. **SUBJECT:** Consideration and Necessary Action on Adoption of Resolution No. 2024-28 Declaring APN 378-252-10T Surplus *Crouch*

RECOMMENDATION: Staff recommends that the Council adopt Resolution 2024-28 declaring the City-owned property APN 378-252-10T to be surplus property

5.b. **SUBJECT:** Consideration and Necessary Action on Approval of an Ordinance Amending Section 8.70.140 of the Orange Cove Municipal Code *Crouch*

RECOMMENDATION: Staff recommends that the Council approve the ordinance amending section 8.70.140 of the Orange Cove Municipal Code

5.c. **SUBJECT:** Consideration and Necessary Action on Approval for Resolution No. 2024-30 approving the contract between the City of Orange and the Fresno-Madera Area Agency on Aging for FY 2024-2025.of an Ordinance Amending Section 8.70.140 of the Orange Cove Municipal Code *Parra*

RECOMMENDATION: Staff recommends for the City Council to approve the contract with the Fresno-Madera Area Agency on Aging for the fiscal year 2024-2025. The amount awarded was \$24,000.00.

6. STAFF COMMUNICATIONS *Parra*

6.a. **Orange Cove Fire Protection District** *Fire Chief*

SUBJECT: Department Report by O.C. Fire Protection District Fire Chief

RECOMMENDATION: *Informational Only*

7. PUBLIC COMMENTS

Notice(s) to the Public: This is the opportunity for any member of the public to address the City Council on any item over which the Council has jurisdiction. No action or discussion will be taken on any item not on the agenda. Issues raised will be referred to the City Manager for review. Members of the public shall limit their remarks to three (3) minutes and no more than 15 minutes per topic.

8. CITY MANAGER'S REPORT

9. CITY ATTORNEY'S REPORT

10. CITY COUNCIL COMMUNICATIONS

11. CLOSED SESSION

- None Scheduled

12. 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. 213. 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 the front counter at City Hall, Orange Cove, CA during normal business hours. In addition, most documents are posted on the City's website at cityoforangecove.com.*

STATEMENT ON RULES OF DECORUM AND ENFORCEMENT

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

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

GENERAL RULES OF DECORUM

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

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

ENFORCEMENT OF DECORUM RULES

(Resolution No. 2012-16)

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

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

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



ORANGE COVE CITY COUNCIL REGULAR MEETING

Wednesday, September 25, 2024, at 6:30 PM

City Council Chambers

633 6th Street, Orange Cove, CA 93646

MINUTES

1. MEETING CALLED TO ORDER

Mayor Guerra-Silva called the meeting to order at 6:31 PM.

ROLL CALL

COUNCIL PRESENT:

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

ABSENT:

None

CITY STAFF PRESENT: City Manager Parra, Assistant City Manager/Director of Public Works Dominguez, City Attorney Crouch, Director of Planning and Building Patlan, Police Chief Pena, Assistant Finance Director Jimenez, and City Clerk Cisneros.

ABSENT:

None

Invocation: Council Member Garcia

Flag Salute: Council Member Esperanza Rodriguez

2. CONFIRMATION OF AGENDA

No changes to the agenda.

3. PRESENTATIONS

None

4. CONSENT CALENDAR

- 4.a. Minutes of the August 08, 2024, Special Meeting of Orange Cove City Council
- 4.b. Minutes of the August 27, 2024, Special Meeting of Orange Cove City Council
- 4.c. Minutes of the August 28, 2024, Special Meeting of Orange Cove City Council
- 4.d. Minutes of the August 28, 2024, Regular Meeting of Orange Cove City Council

- 4.e. Warrant Register for August 2024
- 4.f. Consideration and Necessary Action to Approve Resolution No. 2024-27 authorizing the City of Orange Cove to prepare applications for local, state and federal programs, projects, and authorize the City Manager to execute the necessary assurances and administer the programs

Mayor Pro Tem Garcia motioned, and Council Member Cervantes seconded to accept and approve the agenda. The motion unanimously carried.

5. PUBLIC HEARING

- 5.a. Consideration and Necessary Action to approve the close-out of the 20-CDBG-CV2-3-00007 Subsistence Payments Program

Assistant City Manager/Director of Public Works Dominguez addressed the council and the public.

Public Hearing opened at 6:34 PM. The public (in person & via Zoom) is welcome to ask any questions about the agenda item. 5.a. No members of the public spoke. Public Hearing closed at 6:38 PM.

Council Member Cervantes motioned, and Council Member Vacio seconded to accept and approve the agenda. The motion unanimously carried.

6. REGULAR BUSINESS

- 6.a. Consideration and Necessary Action of Approval of July 1, 2024, to June 30, 2026, Memorandum of Understanding with Local 39

City Attorney Crouch addressed the council and the public.

Public Comment opened to discuss agenda item 6.a. (in person & via Zoom). No members of the public spoke.

Council Member Cervantes motioned, and Council Member Rodriguez seconded to Accept and approve the agenda. The motion was unanimously carried.

- 6.b. Discussion of the new Fire Protection & Emergency Response Services Assessment Ballot

City Manager Parra and City Attorney Crouch addressed the council and the public.

Public Comment opened to discuss agenda item 6.a. (in person & via Zoom). No member of the public spoke.

7. ADMINISTRATION REPORTING

Assistant City Manager/Director of Public Works Dominguez

- Ribbon Cutting at Sheridan Park on 9/26/24 @ 10 AM
Sheridan Park is 95% completed on the design. It will go out for bid in a couple of weeks.
- J.O. Eaton Park Splash Pad. No bids were received.
- Water Well Project 1,000,000-gallon storage tank, bids will go out in the next month.
- A lot of paving projects ahead of us this year which include 6th Street and some alleys.

- The Highway Safety Improvement Program involves improvements to intersections.
- Senate Bill 1 grant will be used for bike lanes, sidewalk and crossing improvements
- A grant for \$350,000 through the HSIP program was submitted to repair 19 intersections
- CDBG Community Development Block Grant was submitted for \$318,000 for improvements of 2nd Street for the frontage of Sheridan Park
- Waste Water Plants are operating in compliance with water board requirements.
- Alley work continues to take place in the southern part of town.

Director of Planning and Building Patlan

- The Macias tract final map was recorded on September 12th. Yanez Construction can now build the model homes. The infrastructure is in place and the inspection passed. This will require annexation.
- The zoning for Blossom Height Apartments -6.5 acres has been completed. An apartment complex of 101 units will be built on this acreage.
- The 6.5 acres for Mr. Singh will need to be rezoned if he decides to build single-family tract homes instead of his initial plan for an apartment complex.
- The tentative map for Mr. Singh's commercial property was approved. Now he will work towards a final map and request approval.
- The site plan was approved for Mr. Lara. He received an authorization of approval and now can receive the building plans.
- The draft Housing Element was presented to the Planning Commission and approved. The next step is to present the draft at a future city council meeting.
- Starbucks is coming to Orange Cove and will be located next to AutoZone.

Police Chief Pena

- Staffing levels-There are currently 10 officers and 1 officer in the background process. By November there should be 11 officers.
- The new 2023 Dodge Charger pursuit unit arrived.
- Multi-Agency Suppression Detail took place today. A collaborative effort with other agencies.
- The School Resource Officer attended a one-week training in Sacramento.
- A Police Officer attended Traffic Collision School.
- The Orange Cove High School honored the Police, Fire, and EMS for First Responder Week
- Stats-The city has been doing good. Traffic collisions are slightly up.
- The Police Department and Fire Protection District continue to have a good working relationship.

Fire Chief Greenwood

- The Fire Protection District and Police Department have a good working relationship. The Battalion Chief is also a Police Officer and is ready to assist at any time.
- Annual Open House for the Fire Protection District on October 1st from 5:00 PM–8:00 PM. The Police Department will be present along with other agencies.

8. PUBLIC COMMENTS

Several members of the public spoke. No one spoke from Zoom.

9. CITY MANAGER'S REPORT

- City Manager Parra thanked the staff who organized & worked the Mexican Independence Day Celebration on Sept. 14th

- The League of Cities Conference in October has requested two voting delegates from the city. Two Council Members are attending. Esperanza Rodriguez will be the Primary Delegate and Josie Cervantes as the Alternate Delegate

10. CITY ATTORNEY'S REPORT

Nothing to report

11. CITY COUNCIL COMMUNICATIONS

Council Member Vacio

- On the next council meeting, she'll attend via Zoom due to surgery.

Council Member Cervantes

- Thanked the staff who organized & worked the Mexican Independence Day Celebration on Sept. 14th

Mayor Pro Tem Garcia

- Asked for the High School Teacher attending the meeting with a large group of students to approach the podium
- Inquired about street widening in the city

Mayor Guerra-Silva

- Addressed the public regarding small businesses
- Thanked all the community, admin and staff who worked the Mexican Independence Day Celebration on Sept. 14th

12. CLOSED SESSION

A closed session is needed to discuss the following matter:

Conference with Real Property Negotiations (Â§ 54956.8)

Property: 1300 South Street

Agency Negotiation: Daniel Parra, City Manager

Under Negotiation: Price, terms of payment

No members of the public spoke.

The meeting went into closed session at 7:49 PM.

There was no reportable action taken on any of the items.

13. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:23 PM.

Respectfully submitted,

Cynthia Cisneros
City Clerk

Diana Guerra-Silva
Mayor



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Dario Dominguez, Assistant City Manager

Subject: Adopt Resolution No. 2024-31 to approve 2024-2029 Services Agreement with the County of Fresno for Law Enforcement Dispatch Services.

Attachments:

1. Resolution No. 2024-31
2. Fresno County Agreement for Law Enforcement Dispatch Services

RECOMMENDATION:

Adopt Resolution No. 2024-31 to approve 2024-2029 Services Agreement with the County of Fresno for Law Enforcement Dispatch Services.

BACKGROUND:

The City desires to secure law enforcement dispatch services / 911 answering responsibilities for the City from Fresno County, through the Fresno County Sheriff's Office, within City boundaries. This agreement is a renewal, the County has provided these services to the City through the Sheriff's Office since September of 2013. The County will provide law enforcement dispatch services as described in Exhibit A of the Services Agreement. Essentially, the Sheriff Department will receive phone calls for service originating from the City and will dispatch to the Orange Cove Police personnel in response to such requests. The updated rates specified in Exhibit B of the Services Agreement to be charged by County, and subsequently paid by the City, are rates that were set forth in the County's Master Fee Schedule. The dispatch service is a 24/7 operation.

CONFLICT OF INTEREST:

None

FISCAL IMPACT:

The current rate for 24/25 Fiscal Year is \$16.35 per city resident. Thereafter, the estimated 10% increase per year will be dependent on the approved Master Fee Schedule.

Prepared by: Assistant City Manager

Approved by: Dario Domnguez

REVIEW: City Manager: _____

Finance: _____

City Attorney: _____

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

RESOLUTION NO. 2024-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF ORANGE COVE, CALIFORNIA, ADOPTING A RESOLUTION TO APPROVE THE 2024-2029 SERVICES AGREEMENT WITH THE COUNTY OF FRESNO FOR LAW ENFORCEMENT DISPATCH SERVICES

WHEREAS, the City desires to secure law enforcement dispatch services from Fresno County; and

WHEREAS, the City has been receiving services from the County since September 2013;

WHEREAS, the City desires to continue this agreement with the County of Fresno for Law Enforcement Dispatch Services;

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND that:

Section 1. The above recitals are true and correct and incorporated here in by reference.

Section 2. The City council approves the Services Agreement with the County of Fresno for Dispatching Services.

Section 3. The City Manager is hereby authorized to execute the agreement.

Section 4. This resolution is effective upon adoption.

PASSED AND ADOPTED by the City Council of the City of Orange Cove, State of California this 9th day of October 2024, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

Diana Guerra-Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated _____ and is between
3 the County of Fresno, a political subdivision of the State of California ("County") and City of
4 Orange Cove, a municipal corporation, whose address is 633 Sixth Street, Orange Cove,
5 hereinafter referred to as "City". County and City may be collectively referred to herein as
6 "Parties" or in the singular as "Party."

7 **Recitals**

8 A. WHEREAS, City desires to secure law enforcement dispatch services/9-1-1 answering
9 responsibilities for City from County, through the Fresno County Sheriff's Office, within City's
10 boundaries;

11 B. WHEREAS, County has provided these services to City through its Sheriff's Office or its
12 designee ("Sheriff's Office") since September of 2013;

13 C. WHEREAS, County agrees to continue to render such law enforcement dispatch
14 services/9-1-1 answering responsibilities for City within the City's boundaries, and City agrees to
15 pay County the cost of performing such services at the rates and according to the terms and
16 conditions set forth in this Agreement.

17 The parties therefore agree as follows:

18 **Article 1**

19 **County's Services**

20 1.1 **Scope of Services.** County shall provide law enforcement dispatch services as
21 described in Exhibit A, attached and incorporated by this reference.

22 1.2 The performance of law enforcement dispatch/9-1-1 answering responsibilities for
23 City, including the standards of performance, the discipline and control of personnel and
24 officers, and all other matters incident to the performance of these services shall be the right
25 and responsibility of County. In the case of a dispute between the Parties as to the extent,
26 duties, or functions to be rendered under this Agreement, or the minimum level or manner of
27 such performance of such services, the determination made by the County, through its Sheriff's
28 Office, shall be final and conclusive.

1 1.3 **Representation.** The County represents that it is qualified, ready, willing, and able to
2 perform all of the services provided in this Agreement.

3 1.4 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable
4 federal, state, and local laws and regulations in the performance of its obligations under this
5 Agreement, including but not limited to workers compensation, labor, and confidentiality laws
6 and regulations.

7 **Article 2**

8 **City's Responsibilities**

9 2.1 **Obligations of the City.** City agrees to convert the radios in its police vehicles to such
10 frequencies as required by the Sheriff's Office's communications systems. City shall also place
11 radios in its police vehicles that have a primary and secondary channeling ability, as determined
12 by the Sheriff's Office, for the purpose of ensuring reasonable communications backup.

13 2.2 City shall have its police personnel use such alpha-numerical identifier system as
14 determined by the Sheriff's Office, and City assumes responsibility for keeping the Sheriff's
15 office communications system secure, as required by law.

16 2.3 City agrees that its personnel shall comply with the Sheriff's Office radio procedures,
17 and that it shall hold its employees accountable for failing to comply with such radio procedures.

18 2.4 City shall timely pay County for services rendered under this Agreement, as provided
19 in Article 3.

20 **Article 3**

21 **Compensation, Invoices, and Payments**

22 3.1 The City agrees to pay, and the County agrees to receive, compensation for the
23 performance of its services under this Agreement as described in Exhibit B to this Agreement,
24 titled "Compensation." The parties also recognize and agree that the monthly compensation due
25 to County for services rendered under this Agreement may be updated from time to time based
26 upon changes to the "per resident charge" and "population estimate" figures in Exhibit B. County
27 shall provide City with written notice of charges to the monthly compensation due to County.
28 Such notice shall be given in March of 2025, and yearly thereafter during the term of this

1 Agreement. Upon City's approval of the changes to the monthly compensation due to County
2 due to changes to the "per resident charge" and "population estimate" figures, the new monthly
3 compensation amount shall be effective July 1st of the same year notice of the change was
4 given by County.

5 3.2 As indicated in Exhibit B, the rate specified per resident (Dispatcher Per Capita) to
6 be charged by County, and subsequently paid by City, are the rates set forth in the County's
7 Master Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for
8 performing the dispatching services under this Agreement. The parties agree that if and when
9 the Master of Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d),
10 is amended, changed, or revised, in any way that changes the rates being charged for the
11 services identified in this Agreement, that the new rate will be charged by the County, and paid
12 by the City, for any services provided pursuant to this Agreement and Exhibit B, from the date of
13 the amendment, change, or revision, going forward. The parties further agree that if and when
14 the Master of Schedule of Fees, Charges and Recovered Costs is amended changed, or
15 revised, in any way that changes the rates being charged for the services identified in this
16 Agreement and Exhibit B, replacing any contrary or conflicting rate, from the effective date of
17 the amendment, change, or revision in the rate(s), and will become the new rate to be paid by
18 the City to County for services provided, from the effective date of the rate change forward. The
19 parties acknowledge that the County's Master Schedule of Fees, Charges, and Recovered
20 Costs is subject to change.

21 3.3 **Maximum Compensation.** The maximum compensation payable to the County
22 under this Agreement shall not exceed \$944,582. The County acknowledges that the City is a
23 local government entity, and does so with notice that the County's powers are limited by the
24 California Constitution and by State law, and with notice that County may receive compensation
25 under this Agreement only for services performed according to the terms of this Agreement and
26 while this Agreement is in effect, and subject to the maximum amount payable under this
27 section. The County further acknowledges that City employees have no authority to pay the
28 County except as expressly provided in this Agreement. The maximum total is estimated with a

1 10% increase, which may be less or more, depending on the approved Master of Schedule
2 Fees. As of fiscal year 2024-25, City of Orange Cove population is 9,463 multiplied by the
3 Dispatcher Per Capita rate at \$16.35. Thereafter, the estimated 10% increases are as follows:

4 FY 2024-25 (Year 1) (Population 9,463 x rate \$16.35) \$154,720.05

5 FY 2025-26 (Year 2) (Estimated 10% increase (\$154,472.01 x 10% =
6 \$15,472.01) \$170,192.06

7 FY 2026-27 (Year 3) (Estimated 10% increase (\$170,192.06 x 10% =
8 \$17,019.06) \$187,211.26

9 FY 2027-28 (Year 4) (Estimated 10% increase (\$187,211.26 x 10% =
10 \$18,721.13) \$205,932.39

11 FY 2028-29 (Year 5) (Estimated 10% increase (\$205,932.39 x 10% =
12 \$20,593.24) \$226,525.63

13 Total \$944,581.39, rounded up to \$944,582.00

14 3.4 **Invoices.** The County shall submit monthly invoices to the City and City shall pay the
15 County within thirty (30) calendar days of receipt of any such invoice. At the end of the Fiscal
16 Year, or the expiration or termination of this Agreement, County may, in the discretion of Sheriff
17 or its designee, submit a final invoice for all amounts then unpaid, including, but not limited to,
18 any remaining, unpaid hours of dispatching services, as outlined in Article 1 and City shall pay
19 the full amount of this final invoice within thirty (30) days of receipt thereof.

20 3.5 **Payment.** The City shall pay each correctly completed and timely submitted invoice
21 within thirty (30) days after receipt. Any payment made more than thirty (30) days after receipt of
22 an invoice may result in contract termination of service reduction, in the sole discretion of the
23 Fresno County Sheriff's Office, without any penalty or recourse against County. City shall remit
24 payments to the County's address specified in the invoice.

25 3.6 **Incidental Expenses.** The County is solely responsible for all of its costs and
26 expenses that are not specified as payable by the County under this Agreement.

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Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactive to July 1, 2024 and terminates on June 30, 2027, except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension," below.

4.2 **Extension.** The term of this Agreement may be extended for no more than two, one-year periods only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Sheriff or his or her designee is authorized to sign the written approval on behalf of the County based on the City's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the City existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Sheriff's Captain
Sheriff-Coroner-Public Administrator
County of Fresno
2200 Fresno Street
Fresno, CA 93721
Sheriff.Payables@fresnosheriff.org
Fax: 559-600-8318

For the City:
Chief of Police
Orange Cove Police Department
City of Orange Cove
550 Center Street
Orange Cove, CA 93646
Phone No.: 559-626-5106

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

- 1 (A) Modify the services provided by the County under this Agreement; or
- 2 (B) Terminate this Agreement.

3 **6.2 Termination for Breach.**

4 (A) Upon determining that a breach (as defined in paragraph (C) below) has
5 occurred, the County may give written notice of the breach to the City. The written notice
6 may suspend performance under this Agreement, and must provide at least 30 days for
7 the City to cure the breach.

8 (B) If the City fails to cure the breach to the County's satisfaction within the time
9 stated in the written notice, the County may terminate this Agreement immediately.

10 (C) For purposes of this section, a breach occurs when, in the determination of the
11 County, the City has:

- 12 (1) Obtained or used funds illegally or improperly;
- 13 (2) Failed to comply with any part of this Agreement;
- 14 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 15 (4) Improperly performed any of its obligations under this Agreement.

16 **6.3 Termination without Cause.** In circumstances other than those set forth above,
17 either party may terminate this Agreement by giving at least 30 days advance written notice to
18 the other party.

19 **6.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
20 under this Article 6 is without penalty to or further obligation of the County.

21 **Article 7**

22 **Independent Contractor**

23 **7.1 Status.** In performance of the work, duties and obligations assumed by County
24 under this Agreement, it is mutually understood and agreed that County, including any and all of
25 County's officers, agents, and employees, will at all times be acting and performing as an
26 independent contractor, and shall act in an independent capacity, and not as an officer, agent,
27 servant, employee, joint venturer, partner, or associate of the City. Furthermore, City shall have
28 no right to control or supervise or direct the manner or method by which County shall perform its

1 work and function. However, City shall retain the right to administer this Agreement so as to
2 verify that County is performing its obligations in accordance with the terms and conditions
3 thereof.

4 **7.2 Verifying Performance.** City and County shall comply with all applicable provision of
5 law and the rules and regulations, if any, of governmental authorities having jurisdiction over
6 matters the subject thereof. The City has no right to control, supervise, or direct the manner or
7 method by which County shall perform its work or function., but the City may verify that the
8 County is performing according to the terms of this Agreement.

9 **7.3 Benefits.** The Parties shall be solely liable and responsible for providing to, or on
10 behalf of, their employees all legally-required employee benefits. In addition, Parties shall be
11 solely responsible and save the other Party harmless from all matters relating to payment of
12 each Party's employees, including compliance with Social Security withholding and all other
13 regulations governing such matters.

14 **7.4 Services to Others.** The parties acknowledge that, during the term of this
15 Agreement, the County may provide services to others unrelated to the City.

16 **Article 8**

17 **Indemnity and Defense**

18 **8.1 Indemnity.** The City agrees to indemnify, save, hold harmless, and at County's
19 request, defend County, its officers, agents, and employees from any and all costs and
20 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
21 occurring or resulting to County in connection with the performance, or failure to perform, by
22 City, its officers, agents, or employees under this Agreement, and from any and all costs and
23 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses
24 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
25 performance, or failure to perform, of City, its officers, agent, or employees under this
26 Agreement.

27 The County agrees to indemnify, save, hold harmless, and at City's request, defend
28 City, its officers, agents, and employees from any and all costs and expenses (including

1 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to City
2 in connection with the performance, or failure to perform, by County, its officers, agents, or
3 employees under this Agreement, and from any and all costs and expenses (including
4 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any
5 person, firm, or corporation who may be injured or damaged by the performance, or failure to
6 perform, of County, its officers, agent, or employees under this Agreement.

7 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

8 **Article 9**

9 **Reserved**

10 **Article 10**

11 **Inspections, Audits, and Public Records**

12 10.1 **Inspection of Documents.** Either party shall make available to the County, and
13 either party may examine at any time during business hours and as often as the County deems
14 necessary, all of the other party's records and data with respect to the matters covered by this
15 Agreement, excluding attorney-client privileged communications. A party shall, upon request by
16 the other party, permit the requesting party to audit and inspect all of such records and data to
17 ensure the party's compliance with the terms of this Agreement.

18 10.2 **State Audit Requirements.** If this Agreement exceeds \$10,000, the County and City
19 shall be subject to the examination and audit of the California State Auditor, as provided in
20 Government Code section 8546.7, for a period of three years after final payment under this
21 Agreement. This section survives the termination of this Agreement.

22 10.3 **Public Records.** The County is not limited in any manner with respect to its public
23 disclosure of this Agreement or any record or data that the City may provide to the County. The
24 County's public disclosure of this Agreement or any record or data that the City may provide to
25 the County may include but is not limited to the following:

26 (A) The County may voluntarily, or upon request by any member of the public or
27 governmental agency, disclose this Agreement to the public or such governmental
28 agency.

1 (B) The County may voluntarily, or upon request by any member of the public or
2 governmental agency, disclose to the public or such governmental agency any record or
3 data that the City may provide to the County, unless such disclosure is prohibited by
4 court order.

5 (C) This Agreement, and any record or data that the City may provide to the County,
6 is subject to public disclosure under the Ralph M. Brown Act (California Government
7 Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

8 (D) This Agreement, and any record or data that the City may provide to the County,
9 is subject to public disclosure as a public record under the California Public Records Act
10 (California Government Code, Title 1, Division 10, beginning with section 7920.000)
11 ("CPRA").

12 (E) This Agreement, and any record or data that the City may provide to the County,
13 is subject to public disclosure as information concerning the conduct of the people's
14 business of the State of California under California Constitution, Article 1, section 3,
15 subdivision (b).

16 (F) Any marking of confidentiality or restricted access upon or otherwise made with
17 respect to any record or data that the City may provide to the County shall be
18 disregarded and have no effect on the County's right or duty to disclose to the public or
19 governmental agency any such record or data.

20 **10.4 Public Records Act Requests.** If a party ("Requesting Party") receives a written or
21 oral request under the CPRA to publicly disclose any record that is in the other party's
22 ("Disclosing Party") possession or control, and which the Requesting Party has a right, under
23 any provision of this Agreement or applicable law, to possess or control, then the Requesting
24 Party may demand, in writing, that the Disclosing Party deliver to the Requesting Party, for
25 purposes of public disclosure, the requested records that may be in the possession or control of
26 the Disclosing Party. Within five business days after the Requesting Party's demand, the
27 Disclosing Party shall (a) deliver to the County all of the requested records that are in the
28 Disclosing Party's possession or control, together with a written statement that the Disclosing

1 Party, after conducting a diligent search, has produced all requested records that are in the
2 Disclosing Party's possession or control, or (b) provide to Requesting Party a written statement
3 that the Disclosing Party, after conducting a diligent search, does not possess or control any of
4 the requested records. The Disclosing Party shall cooperate with the Requesting Party with
5 respect to any such demand for such records. If the Disclosing Party wishes to assert that any
6 specific record or data is exempt from disclosure under the CPRA or other applicable law, it
7 must deliver the record or data to the Requesting Party and assert the exemption by citation to
8 specific legal authority within the written statement that it provides to the Requesting Party
9 under this section. The Disclosing Party's assertion of any exemption from disclosure is not
10 binding on the Requesting Party, but the Requesting Party will give at least 10 days' advance
11 written notice to the Disclosing Party before disclosing any record subject to the Disclosing
12 Party's assertion of exemption from disclosure. The Disclosing Party shall indemnify the
13 Requesting Party for any court-ordered award of costs or attorney's fees under the CPRA that
14 results from the Disclosing Party's delay, claim of exemption, failure to produce any such
15 records, or failure to cooperate with the Requesting Party with respect to the Requesting Party's
16 demand for any such records.

17 **Article 11**

18 **Reserved**

19 **Article 12**

20 **General Terms**

21 12.1 **Modification.** Any matters of this Agreement may be modified from time to time by
22 written consent of all parties without, in any way, affecting the remainder. Except as provided in
23 Article 6, "Termination and Suspension," this Agreement may not be modified, and no waiver is
24 effective, except by written agreement signed by both parties. The City acknowledges that
25 County employees have no authority to modify this Agreement except as expressly provided in
26 this Agreement.

27 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
4 County, California. City consents to California jurisdiction for actions arising from or related to
5 this Agreement, and, subject to the Government Claims Act, all such actions must be brought
6 and maintained in Fresno County.

7 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 12.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 12.9 **Nondiscrimination.** During the performance of this Agreement, the City shall not
20 unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the City under this Agreement on any one or more occasions is not a waiver of performance
27 of any continuing or other obligation of the City and does not prohibit enforcement by the County
28 of any obligation on any other occasion.

1 12.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the City and the County with respect to the subject matter of this Agreement, and it
3 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 12.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 12.13 **Authorized Signature.** The City represents and warrants to the County that:

12 (A) The City is duly authorized and empowered to sign and perform its obligations
13 under this Agreement.

14 (B) The individual signing this Agreement on behalf of the City is duly authorized to
15 do so and his or her signature on this Agreement legally binds the City to the terms of
16 this Agreement.

17 12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

19 (A) An "electronic signature" means any symbol or process intended by an individual
20 signing this Agreement to represent their signature, including but not limited to (1) a
21 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
22 electronically scanned and transmitted (for example by PDF document) version of an
23 original handwritten signature.

24 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this Agreement
26 for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original
28 handwritten signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.

11 12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

13 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Agreement on the date stated in the introductory clause.

2 CITY OF ORANGE COVE

COUNTY OF FRESNO

3
4
5 _____
(Authorized Signature)

Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

6
7 _____
Print Name & Title

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

8 633 Sixth Street
9 Orange Cove, CA 93646

By: _____
Deputy

10
11 For accounting use only:

12 Org No.: 31113320
13 Account No.: 4975
14 Fund No.: 0001
15 Subclass No.: 10000
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Exhibit A

Scope of Services

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3 Law Enforcement Dispatch Services: County agrees, through its Sheriff's Office, to
4 receive phone calls at the Sheriff's Office communications center for requests to dispatch City's
5 police department personnel in response to such requests. The dispatching services provided
6 under this Agreement do not include, and the Sheriff's Office shall not provide, any dispatch
7 services for requests for emergency medical services or fire suppression services. If the
8 Sheriff's Office receives telephone calls requesting emergency medical services or fire
9 suppression services within City boundaries, the Sheriff's Office shall transfer those calls to the
10 emergency medical services dispatching center. The Sheriff's Office shall provide dispatch
11 services via the radio to direct City's police department personnel to various calls for service.

12 The Sheriff's Office shall also provide, within the limitations of this Agreement, training to
13 City's police personnel in the use of the Sheriff's Office's radio procedures and language as
14 deemed necessary by the Parties. This training shall cover the computer priority systems,
15 uniformity of dispositions, and radio language and proper radio etiquette.

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Exhibit B

1 The County will be compensated for performance of its services under this Agreement
2 as provided in this Exhibit B. The County is not entitled to any compensation except as
3 expressly provided in this Exhibit B, and as described in this Agreement.

4 1. County agrees to perform services for the City at the rate specified below per resident of
5 the City (as determined by the State Department of Finance certified population
6 estimated as of January 1st of that year) until such time as the rate is updated pursuant
7 to Article 3 of this Agreement. Under this Agreement, the County's cost recovery shall be
8 100%, at the then-current rate (i.e. the rate listed at the time the service is provided)
9 listed in the Master Schedules of Fees Charges, and Recovered Costs, Section 2609,
10 subdivision (a), for the Dispatcher Per Capita at the rate, per hour. City acknowledges
11 that these rates are subject to change, as delineated in the Agreement. The total
12 amount of the Law Enforcement Dispatch Services to be provided and paid for, and the
13 manner of invoicing, is depicted in the Agreement.

14 2. Monthly Charge for FY 2024-25 (July 1, 2024 - June 30, 2025) (hereinafter the "2025-
15 2025 Monthly Charge") is charged to the latest approved Master Schedule of Fees
16 (MSF) on November 28, 2023 rates for the following:

17 A. The methodology to calculate these amounts are as follows:

- 18 • (July 1, 2024 – June 30, 2025) Per resident charge = \$16.35 (100% of \$16.35
19 per resident)
- 20 • Number of residents in City (as determined by State Department of Finance
21 certified population estimate as of January 1, 2023) = 9,463
- 22 • 2024-2025 Monthly Charge = $(\$16.35/\text{resident} \times 9,463 \text{ residents})/12 \text{ months} =$
23 12,894/month



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Megan Crouch, City Attorney
Subject: Adoption of Resolution No. 2024-28 Declaring APN 378-252-10T Surplus
Attachments: Resolution No. 2024-28

RECOMMENDATION:

Staff recommends that the Council adopt Resolution 2024-28 declaring the City-owned property APN 378-252-10T to be surplus property.

BACKGROUND:

The Property at issue is a City-owned property with the APN 378-252-10T. The property is currently being used by Target 8 to run a childcare facility.

Prior to the sale of property, the Council must declare the property surplus, and the City must satisfy surplus property requirements of the Surplus Property Act (SLA) (Government Code Section 54220, *et seq.*). One (1) mandate requires the City to provide a written notice of availability (NOA) to housing, park-open space, and school agencies and to "housing sponsors" informing them of an opportunity to purchase the property. The notified parties must be given sixty (60) days to respond to the NOA if they are interested in purchasing or leasing the property. Following the sixty (60) day notice period, if no notified party expresses an interest in the property, the City may negotiate

Prepared by: City Attorney _____

Approved by: Megan Crouch _____

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 Member
<u>X</u> Action Item				_____ Other
_____ Department Report				_____ Continued to: _____
_____ Redevelopment Agency				

sales terms with a private party.

Pursuant to Government Code Section 54230.5(b)(1), following the expiration of the sixty (60) notice period and prior to signing a Purchase & Sale Agreement for the property, the City must provide to the California Dept. of Housing and Community Development (HCD) a description of the NOA and negotiations conducted by the City. A copy of the Purchase & Sale Agreement negotiated with an interested party must be provided to HCD for review. The statute gives HCD thirty (30) days to review the information and material. The City may sell the property once HCD grants its approval or HCD fails to notify the City of a violation during the thirty (30) day review period.

Under Government Code Section 54230.5(a)(1), failure by the City to satisfy SLA requirements will result in a penalty of thirty percent (30%) of the final sales price for the first (1st) violation and a fifty percent (50%) penalty for each subsequent violation.

By adopting Resolution 24-__, the Council will declare the property surplus and will direct the City Manager to send the required NOA to housing, park-open space, and school agencies and to "housing sponsors." The Resolution further directs the City Manager to negotiate sales terms with an agency or "housing sponsor" responding to the notice or, if no agency or "housing sponsor" responds, with a private party. The City Manager will submit the negotiated terms to the City Council for consideration and approval at a future meeting. The property will not be sold until the Council approves the sales terms.

Pursuant to Section 15312 of the California Environmental Quality Act Guidelines (CEQA), the sale of surplus government property is considered exempt from further environmental review

FISCAL IMPACT:

None.

CONFLICT OF INTEREST:

None.

RESOLUTION NO. 2024-28
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE,
CALIFORNIA, DECLARING THE PROPERTY APN 378-252-10T
TO BE SURPLUS PROPERTY

WHEREAS, the City of Orange Cove (“City”) owns the following Property: APN 378-252-10T (“Property”); and

WHEREAS, the Property is more particularly described in the attached Exhibit “A,” which is incorporated herein by reference; and

WHEREAS, the City no longer has a need for the Property.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Orange Cove hereby declares the Property to be surplus.

RESOLVED FURTHER, the City Manager is hereby authorized and directed to send a Notice of Availability (NOA) to public agencies and housing sponsors in the manner required by Government Code Section 54222.

RESOLVED FURTHER, the City Manager shall, in accordance with surplus property provisions of the Government Code, negotiate the terms of sale or lease of the Property with any public agency or housing sponsor that responds to the NOA and expresses an interest in the Property.

RESOLVED FURTHER, if no agency or housing sponsor that receives the NOA desires to purchase or lease the Property or if the City is unable to successfully negotiate a sale or lease with an interested agency or housing sponsor, the City Manager is hereby authorized and directed to negotiate the sale of the Property to a private party.

RESOLVED FURTHER, the City Manager is directed to provide the Council, for its review and approval, those terms that the City Manager negotiates in accordance with this Resolution.

RESOLVED FURTHER, the Property will not be sold or leased until applicable terms are approved by the City Council.

PASSED, ADOPTED AND APPROVED this 9th day of October 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

Diana Guerra-Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk

EXHIBIT "A"



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council
From: Megan Crouch, City Attorney
Subject: Approval of an Ordinance Amending Section 8.70.140 of the Orange Cove Municipal Code.
Attachments: Ordinance No. 399

RECOMMENDATION:

Staff recommends that the Council approve the ordinance amending section 8.70.140 of the Orange Cove Municipal Code

BACKGROUND:

Council has expressed an interest in setting forth stringent guidelines that must be achieved in order for Orange Cove to allow nonmedical cannabis storefronts to operate within the City. This ordinance would amend the Municipal Code to require that four (4) affirmative votes of the Council, as well as voter approval, must occur before nonmedical cannabis can be allowed in the City.

This is the first reading of the ordinance. Council can suggest changes to the ordinance, and it will come back for approval and adoption at a future council meeting.

FISCAL IMPACT:

None.

CONFLICT OF INTEREST:

None.

Prepared by: City Attorney _____

Approved by: Megan Crouch _____

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 Member
<u>X</u> Action Item				_____ Other
_____ Department Report				_____ Continued to: _____
_____ Redevelopment Agency				

ORDINANCE NO. 399

AN ORDINANCE OF THE CITY OF ORANGE COVE AMENDING SECTION 8.70.140, RELATING TO NONMEDICAL CANNABIS, OF THE CITY OF ORANGE COVE MUNICIPAL CODE.

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

SECTION 1. Amendment of 8.70.140 – Commercial nonmedical marijuana businesses prohibited. Section 8.70.140 of the Orange Cove Municipal Code is added to read as follows:

8.70.140 - Commercial nonmedical marijuana businesses prohibited.

Commercial nonmedical marijuana businesses are prohibited in the city. It shall be unlawful for any person to engage in, conduct, carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises in the city, a commercial nonmedical marijuana business.

Should the City Council wish to remove the above prohibition, it will require four (4) affirmative votes of the City Council as well as approval by the registered voters of the City at a regularly scheduled election.

SECTION 3. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 4. This ordinance shall take effect thirty (30) days after its passage.

SECTION 5. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

I, Cynthia Cisneros, City Clerk for the city of Orange Cove do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Orange Cove held on the 9th day of October 2024, and passed and adopted at a regular meeting of the City Council held on the 9th day of October 2024, by the following vote, to wit:

(Signatures on following page)

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

Diana Guerra-Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk



CITY OF ORANGE COVE REPORT TO THE CITY COUNCIL

To: Orange Cove City Council

From: Danny Jimenez, Assistant Finance Director

Subject: Approval for Resolution No. 2024-30 approving the contract between the City of Orange and the Fresno-Madera Area Agency on Aging for FY 2024-2025.

Attachments: Resolution No 2024-30
Contract

BACKGROUND:

The City of Orange Cove has a contract with the Fresno-Madera Area Agency on Aging to provide services for our senior citizens. The local contract must be approved annually by the City Council.

RECOMMENDATION:

For the City Council to approve the contract with the Fresno-Madera Area Agency on Aging for the fiscal year 2024-2025. The amount awarded was \$24,000.00.

FISCAL IMPACT:

\$24,000 of senior center expense reimbursements.

Prepared by: Assistant Finance Director

Approved by: Daniel T. Parra

REVIEW: Assistant Finance Director 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 a 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				

RESOLUTION NO. 2024-30
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE
APPROVING CONTRACT WITH THE FRESNO-MADERA AREA AGENCY ON
AGING (FMAAA)

WHEREAS, the City Council of the City of Orange Cove hereby approves Contract Number 25-0261 with the Fresno-Madera Area Agency on Aging (FMAAA) for fiscal year 2024-2025

NOW, THEREFORE, BE IT RESOLVED, that the City Manager is hereby authorized to execute the contract and necessary supporting documents for said contract.

CLERK'S CERTIFICATION

I, Cynthia Cisneros, Municipal City Clerk of the City of Orange Cove, certify that the foregoing Resolution was adopted by the Council of the City of Orange Cove, at a regular City Council meeting held on October 9, 2024, by the following vote:

PASSED, ADOPTED AND APPROVED this 9th day of October 2024 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

Diana Guerra-Silva, Mayor

ATTEST:

Cynthia Cisneros, City Clerk

**CONTRACT BETWEEN
CITY OF ORANGE COVE
AS SERVICE PROVIDER
AND
FRESNO-MADERA AREA AGENCY ON AGING
(HEREINAFTER REFERRED TO AS AGENCY ON AGING)**

**2520 WEST SHAW LANE, SUITE 101A, FRESNO, CA 97311
MAILING ADDRESS: 2037 WEST BULLARD AVENUE, #512, FRESNO, CA 93711**

A. Name and principal address of service contractor (hereinafter referred to as service provider):

**City of Orange Cove
633 6th Street
Orange Cove, CA 93646**

- B. The starting date of this Agreement shall not precede the date the Agreement is signed by both parties hereto. The term of this Agreement is from July 1, 2024 to June 30, 2025, subject, however, to earlier termination as provided herein.
- C. No expenditure or obligation for the funding allocation for the July 1, 2024 through June 30, 2025 period may be incurred after June 30, 2025.
- D. Maximum funds available for the following program, **contingent upon sufficient funds made available from the State of California to the Agency on Aging and/or by the U.S. Government or the Budget Acts of the appropriate fiscal years for the purposes of this program:**

Approved by Fresno-Madera Area Agency on Aging Governing Board on April 17, 2024			
Federal Grantor:	U.S. Department of Health and Human Services		
Pass Through Grantor:	Fresno-Madera Area Agency on Aging		
Older Americans Act Title:	Title III C1 Congregate Nutrition, Federal CFDA No. 93.045		
Contract No.:	25-0261	Service:	Site Management
Site	Funding Period:	Contract Period Grant Amount:	
Orange Cove Senior Center	July 2024-June 2025	Maximum Expenditure: \$24,000	

- E. This document together with any attached program exhibits, assurances, budgets, and narratives is a firm agreement to provide services for older Americans in Fresno and/or Madera counties (including cities contained therein) as specified in a manner consistent with the intent of, and regulations applicable to, service programs under Title III/VII of the Older Americans Act as amended.
- F. The provisions of the Area Plan Grant Award Terms and Conditions Declaration (Articles I through XX) attached thereto, plus all enclosures listed, herein, constitute a part of this contract.