



**AGENDA  
ORANGE COVE CITY COUNCIL  
REGULAR COUNCIL MEETING  
Wednesday, May 28, 2025  
6:30 PM**

City of Orange Cove Council Chambers  
633 6<sup>th</sup> St.  
Orange Cove, CA 93646

**ZOOM Information**

<https://us06web.zoom.us/j/84042670398?pwd=cw7rP9BZosr4HTn7aG0N7bzOLyLanI.1>

Meeting ID: 840 4267 0398

Passcode: 815556

**1. CALL TO ORDER/WELCOME**

Roll Call  
Invocation  
Pledge of Allegiance

**2. CONFIRMATION OF AGENDA**

**3. PRESENTATIONS**

Phil Cisneros and Milton Alvarado, Orange Cove Wrestling Team

**4. PUBLIC COMMENT**

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. Public members shall limit their remarks to three (3) minutes and no more than 15 minutes per topic.

## 5. CONSENT CALENDAR

*(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.*

5.a. Minutes of the May 14 , 2025, Regular Meeting of the Orange Cove City Council. Cisneros

5.b. Adopt Resolution 2025-14, Authorizing the City to accept grant funds in the amount of \$29,768, from the Board of State and Community Corrections(BSCC) Funding for Law Enforcement Agencies, and authorize the City Manager and/or his designee to execute the Agreement. Pena

## 6. REGULAR BUSINESS

6.a. **SUBJECT:** Interim City Manager Contract between Dario Dominguez and the City of Orange Cove. Crouch

**RECOMMENDATION:** Approval of Interim City Manager Contract between Dario Dominguez and the City of Orange Cove.

7. **STAFF COMMUNICATIONS:** Informational Only Dominguez


## 8. CITY MANAGER'S REPORT

## 9. CITY ATTORNEY'S REPORT

## 10. CITY COUNCIL COMMUNICATIONS

## 11. ADJOURNMENT

I hereby certify under penalty of perjury, under the laws of the State of California, that the foregoing notice was posted in accordance with the applicable legal requirements. Dated this 23rd day of May 2025.

  
Cynthia Cisneros, City Clerk

**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 City's website at [cityoforange Cove.com](http://cityoforange Cove.com).



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

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

During a meeting of the Orange Cove City Council, there is a need for civility and expedition in the conducting 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 MINUTES

May 14, 2025

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The Regular Meeting of the Orange Cove City Council was called to order by Mayor Guerra-Silva at 6:30 PM on Wednesday, May 14, 2025, at the Orange Cove Community Center at 1705 S. Anchor Avenue, Orange Cove, California.

## 1. ROLL CALL

### COUNCIL MEMBERS PRESENT

Rodriguez, Del Bosque, Mayor Pro Tem Garcia, Ortiz, Mayor Guerra-Silva

### ABSENT

None.

## INVOCATION

Mayor Pro Tem Garcia.

## PLEDGE OF ALLEGIANCE

Council Member Rodriguez.

## 2. CONFIRMATION OF AGENDA

No changes to the agenda.

## 3. PRESENTATIONS

There was a change of order in the presentations.

### 3.b. Orange Cove Fire Protection District, Fire Chief Tom Greenwood

Mayor Guerra-Silva presented Chief Greenwood with a plaque for his 40-plus years of service. He recently retired as Fire Chief and now holds the title of Battalion Chief. The council thanked Chief Greenwood and shared words of appreciation for his hard work and dedication. A couple of mentors, colleagues, staff, and family members spoke of his business background, the knowledge and experience, and commitment to the community of Orange Cove and surrounding cities, counties, and the State of California. Chief Greenwood shared a few words of his experience and gratitude. Larry Salinas, District Deputy Chief of Staff from Jim Costa's Office presented Chief Greenwood with a Certificate of Special Congressional Recognition.

### 3.a. Kendall Flint, DSK, Associates Project Manager-Measure C Renewal Effort

Kendall Flint was unable to attend. Robert Phipps and Terry Ogle with The Fresno Council of Governments were present and provided information about The Measure C Renewal Effort.

### 3.c. Public Works Appreciation Week (May 18 – 24, 2025)

Mayor Guerra-Silva read a Proclamation for Public Works Appreciation Week. The Public Works Staff was present. The council thanked the Public Works Staff and shared words of appreciation for their hard work and dedication.

A break was taken to enjoy refreshments.

#### 4. PUBLIC COMMENT

None.

#### 5. CONSENT CALENDAR

Council Member Ortiz motioned, and Mayor Pro Tem seconded to accept, approve, and adopt all items listed under the Consent Calendar. The motion was unanimously carried.

5.a. Minutes of the April 23, 2025, Regular Meeting  
of the Orange Cove City Council- Approved

5.b. Warrant Register April 2025- Approved

5.c. Recommendation and Approval of Resolution No. 2025-13  
Amending Authorized Check Signers. Staff recommends that the City Council adopts Resolution No. 2025-13, amending the list of authorized signers on City Checks previously designated under Resolution No. 2023-16- Approved

#### 6. REGULAR BUSINESS

6.a. **SUBJECT/RECOMMENDATION:** Approve Site Plan No. 2025-02 for a new Two-Story Police Station is located on a 59-acre site at the Intersection of "G" Street and West Railroad Street in Orange Cove. Staff recommends that the City Council adopt Resolution No. 2025-12 approving Site Plan Review No. 2025-02 for a proposed new two-story police station, subject to the conditions of approval.

**Correction.** The new Two-Story Police Station will be on a .59-acre site not a 59-acre site.

The Planning and Building Director, Patlan, addressed the council.

A member of the public spoke about her concerns and requested a report.

Council Member Garcia motioned, and Council Member Rodriguez seconded to Approve Site Plan No. 2025-02 for a new Two-Story Police Station is located on a .59-acre site at the Intersection of "G" Street and West Railroad Street in Orange Cove. Staff recommends that the City Council adopt Resolution No. 2025-12 approving Site Plan Review No. 2025-02 for a proposed new two-story police station, subject to the conditions of approval. The motion was unanimously carried.

6.b. **SUBJECT/RECOMMENDATION:** Approval of a \$250,000 Loan to Target 8 Advisory Council, Inc. to Support Childcare Operations and Payroll. Staff recommends that the City Council approve a loan in the amount of \$250,000 to Target 8 Advisory Council, Inc., a licensed childcare services provider, to support the continuity of its operations and payroll obligations.

Finance Director Jimenez addressed the council.

Council Member Rodriguez stepped out as she is employed by Target 8 Advisory Council, Inc.



No member of the public spoke.

Council Member Garcia motioned, and Council Member Del Bosque seconded to approve the \$250,000 Loan to Target 8 Advisory Council, Inc. to support Childcare Operations and Payroll. The motion was unanimously carried.

## **7. STAFF COMMUNICATIONS**

### Planning and Building Director Encarnacion 'Shun' Patlan

- Provided an update on the Starbucks Project
- Provided an update on the Sidewalk Ordinance- Vendors.

### Chief of Police Pena

- He provided an update on staffing levels
- One of the Police Officers received an award
- A donation was received from the Board of State and Community Corrections

### City Engineer Chris Howard

- He provided an update on the top 10 Public Works Projects

## **8. ORANGE COVE FIRE PROTECTION DISTRICT**

Chief Hernandez was not present at the meeting.

## **9. INTERIM CITY MANAGER'S REPORT**

- He shared an upcoming visit from Congressman Jim Costa
- Submitted a reimbursement for the Solar Panels
- Fresno Skateboard Salvage Presents the Orange Cove Skate Jam on Saturday, May 24<sup>th</sup> from 10 AM – 2 PM
- On Tuesday, May 20<sup>th</sup>, there will be a BBQ to honor the Public Works Department for National Public Works Appreciation Week

## **10. CITY ATTORNEYS REPORT**

Nothing to report.

## **11. CITY COUNCIL COMMUNICATIONS**

### Mayor Guerra-Silva

- She spoke on the One Voice Fresno Council Advocacy Trip she attended in Washington, DC
- Provided information about projects in Fresno County
- Informed the community that a new business, KriSamz Kitchen, has opened in Orange Cove

### Mayor Pro Tem Garcia

- He spoke about the upcoming ICSC Conference he'll be attending, along with Planning and Building Director Patlan

## **12. CLOSED SESSION**

A closed session is needed to discuss the following matters:

12.a. Public Employment (§ 54957)  
Title: City Manager

12.b. Public Employment (§ 54957)  
Title: Interim City Manager

No members of the public spoke.

The meeting went into closed session at 9:00 PM.

The meeting reconvened into open session at 9:29 PM  
with no reportable action.

**13. ADJOURNMENT** There being no further business, the meeting was  
adjourned at 9:31 PM.

Respectfully submitted,

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Cynthia Cisneros, City Clerk

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Diana Guerra-Silva, Mayor





5.6.  
For the Meeting of May 28, 2025

## CITY OF ORANGE COVE REPORT TO CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Javier Pena, Chief of Police  
**Subject:** Adopt **Resolution 2025-14**, Authorizing the City to accept grant funds in the amount of \$29,768 from the Board of State and Community Corrections (BSCC) Funding for Law Enforcement Agencies, and authorize the City Manager and/or his designee to execute the Agreement.

**Attachment:** Resolution 2025-14  
Board of State and Community Corrections (BSCC) Funding for Law Enforcement

### **RECOMMENDATION:**

Adopt **Resolution 2025-14**, Authorizing the City to accept grant funds in the amount of \$29,768, from the Board of State and Community Corrections (BSCC) Funding for Law Enforcement Agencies, and authorize the City Manager and/or his designee to execute the Agreement.

### **BACKGROUND:**

The Fresno Police Department is tasked to ensure that all funding is used according to the guidelines set forth by the BSCC. To date, the Orange Cove Police Department has purchased and been reimbursed for \$10,000 of the video policing funding, therefore your agency has \$10,000 remaining along with \$19,768 in Year 5 funding for a total of \$29,768.

This funding began in 2013 and the division of funds is decided by a committee made up of each municipality Chief of Police. During the first four (4) years of the grant, the committee decided to commit a total of \$20,000 to each municipal law enforcement agency in the County to develop and/or enhance their video policing capabilities. In year five (5) of the grant, it was decided that an additional \$19,770 be dedicated to those same agencies for one or more of the following provisions:

- a) Homeless outreach teams
- b) Crisis Intervention Training for officers
- c) Gang Resistance Education and Training (GREAT)
- d) Resources for drug endangered children
- e) Outreach to high-risk youth
- f) Youth diversion programs
- g) Gang and violence prevention

### **CONFLICTS OF INTEREST:**

None

**FISCAL IMPACT:**

The requested action would not impact the City's current budget as this grant provides funding for the Fiscal Year 2024/25 Budget.

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REVIEW: Chief of Police : Javier Pena Finance: \_\_\_\_\_

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

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**TYPE OF ITEM:**

**COUNCIL ACTION:**

***APPROVED***

***DENIED***

***NO ACTION***

☒ Consent

☐ Public Hearing

☐ Info Item

☐ Matter Initiated by a Council Member

☐ Action Item

☐ Other

☐ Department Report

☐ Continued to: \_\_\_\_\_

☐ Redevelopment Agency



**RESOLUTION NO. 2025-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE COVE  
ACCEPTING THE BOARD OF STATE AND COMMUNITY CORRECTIONS  
(BSCC) GRANT PROGRAM IN THE AMOUNT OF \$29,768**

**WHEREAS**, the City of Orange Cove Police Department is responsible for the safety of the citizens of the community; and

**WHEREAS**, the Orange Cove Police Department desires to prevent youth crimes by implementing intervention/prevention programs for the youth. This includes after-school programs such as sports, community events, educational items, and video surveillance devices.

**WHEREAS**, On April 2025, the City was notified that it was a recipient of the grant; and

**WHEREAS**, the City wishes to accept the grant in the amount of \$29,768 to cover Special programs are set for the youth, and video surveillance equipment.

**NOW, THEREFORE**, The Council of the City of Orange Cove hereby resolves, finds, determines, and orders as follows:

1. The above recitals are true and correct.
2. The City Manager is authorized to execute any documents related to the receipt of funding.
3. This resolution is effective immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** this 28th day of May 2025, at a regular meeting of the Orange Cove City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Diana Guerra Silva, Mayor

**ATTEST:**

\_\_\_\_\_  
Cynthia Cisneros, City Clerk

Board of State and Community Corrections (BSCC) Funding for Law Enforcement Agencies

April 4, 2025

Page 2

As the Fiscal Agent for this grant funding, the Fresno Police Department is tasked to ensure that all funding is used according to the guidelines set forth by the BSCC. To date, the Orange Cove Police Department has purchased and been reimbursed for \$10,000 of the video policing funding, therefore your agency has \$10,000 remaining along with \$19,768 in Year 5 funding for a total of \$29,768.

Also, please note this grant is a reimbursement-based grant, therefore the City of Orange Cove must first purchase and pay for items, then provide the Fresno Police Department with a memo regarding the purchase (signed by you), the original invoices from the vendor(s) and proof of payment via cancelled check or general ledger showing your agency has paid in full. Once we have all of the required documentation, the City of Fresno will reimburse your agency.

Please do not hesitate to contact me with any questions or concerns you may have regarding this grant program at [michelle.wooten@fresno.gov](mailto:michelle.wooten@fresno.gov) or 559.621.2053.

Respectfully,



Michelle Wooten, Grants Manager  
Grants Unit  
Fresno Police Department

RECEIVED

MAY 21 2025

City Clerk  
City of Orange Cove



6.a.

For the Meeting of May 28, 2025



# CITY OF ORANGE COVE

## REPORT TO THE CITY COUNCIL

**To:** Orange Cove City Council  
**From:** Megan Crouch, City Attorney  
**Subject:** Approval of Interim City Manager Contract  
**Attachments:** Interim City Manager Contract

### **RECOMMENDATION:**

Staff recommends that City Council approve the Interim City Manager Contract between the City and Dario Dominguez.

### **BACKGROUND:**

The City appointed Dario Dominguez to serve as Interim City Manager for the City. This Agreement formalizes that appointment. In exchange for serving as Interim City Manager, Mr. Dominguez will receive a 5% raise from his current salary.

**FISCAL IMPACT:** None. Mr. Dominguez's salary will be less than that of the previous City Manager.

### **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 |                 |          |        |  |

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF ORANGE COVE AND DARIO DOMINGUEZ**

**WHEREAS**, the City of Orange Cove ("City") desires to hire Dario Dominguez as its Interim City Manager;

**WHEREAS**, Dario Dominguez ("Employee" or "Interim City Manager"), desires to be employed as the City's Interim City Manager;

**WHEREAS**, it is the desire and intent of the City and Employee (collectively, the "parties") to create an employment agreement;

**WHEREAS**, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the Interim City Manager; and

**WHEREAS**, it is the desire of the City Council to:

- 1) Secure and retain the services of the Interim City Manager and provide inducement for him to remain in such employment; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree to enter into this Employment Agreement ("Agreement"), as follows:

**Section 1. Compensation**

Commencing on the first day of employment, on or about April 23, 2025 ("Effective Date") and thereafter, City agrees to employ and pay the Interim City Manager an annual salary of \$146,656, as compensation for the retention of the above-mentioned services.

**Section 2. Term of Service**

The Interim City Manager's term of employment shall continue until a party provides notice of termination in compliance with Section 3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the Interim City Manager at any time provided that such termination shall be subject to the provisions of Section 3 below. It is specifically noted and agreed that Interim City Manager's employment with the City is in an at-will capacity and as such, he may be terminated at any time, with or without cause. Terms and conditions of employment, including compensation and benefits, are subject to annual review and adjustment by the City Council.

**Section 3. Separation from Employment**

3.1 The City Council may terminate Interim City Manager's at-will employment at any time, with or without cause, by a majority vote of the City Council and written notice to the Interim City Manager. Should the City Council terminate the Interim City Manager without cause, he will be entitled to three (3) months severance. If Interim City Manager is selected as the City Manager, this contract will become null and void, and he will not be entitled to any severance.

**Section 4. Separation from Public Works Director/Assistant City Manager Position**

Employee voluntarily agrees that this Interim City Manager Employment Agreement replaces and extinguishes his Employment Agreement as Public Works Director/Assistant City Manager, attached hereto as Exhibit 1 and incorporated herein by reference. The City will not be required to pay any severance under that agreement.

**Section 5. Dues, Travel and Conferences**



The City agrees to consider budgeting and paying for the travel, subsistence, registration and incidental expenses of Employee for professional development and official travel meetings and occasions adequate to continue the professional growth and development of Employee and to pursue adequately the necessary official and other functions of the City, including but not limited to national, regional, state and local governmental groups and committees thereof which Employee and City Council mutually agree to be of benefit to both the Employee and the City. Said activities shall be at the discretion of the City Council and Employee shall not engage in said activities unless and until City Council has approved them.

#### **Section 6. Regular Benefits**

All provisions of the Municipal Code and Rules and Regulations of the City relating to vacation, sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended shall apply to the Interim City Manager as they would to other management employees of the City, in addition to any other benefits enumerated herein specifically for the benefit of the Interim City Manager, except as otherwise provided in this Agreement.

#### **Section 7. Supplemental Benefits**

In addition to the regular benefit provided for in Section 6 herein above, the Interim City Manager shall be entitled to the following supplemental benefits:

a. Interim City Manager will begin accruing vacation leave at the same level as employees with 10 years of continuous employment with the City; such accrual rate being twenty (20) days per year. Such annual accrual of vacation leave shall continue throughout his employment, unless otherwise modified by the parties. Upon commencement, he will be entitled to ten (10) days of administrative leave. Dominguez shall be subject to applicable City ordinances, resolutions, rules and policies pertaining to accrual and use of such leaves by management employees.

b. Interim City Manager shall be enrolled in the PERS retirement system and the City shall pay the employer portion and the Interim City Manager shall pay the member rate of set by CalPERS.

#### **Section 7. Automobile Allowance**

The City agrees to provide the City Manager with a vehicle allowance in the amount of \$500.00 per month. The Interim City Manager understands that since the City is providing a vehicle allowance, the Interim City Manager is not permitted to use a City vehicle for transportation unless approved by the City Council.

#### **Section 8. General Expenses**

The City recognizes that certain expenses of a non-personal job-related nature will be incurred by the Interim City Manager while on City business. Such expenses include, but are not limited to, meals with potential tenants, developers, representatives of businesses interested in locating in the City, or already located in the City, and other federal, state and local agency officials. The City agrees to reimburse or to pay said general expenses to the extent legally permitted and the Finance Director is hereby authorized to disperse such money upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Such receipt and supporting documentation shall be made available to the Mayor and City Council, and the City Council may designate one of its members or another individual to audit the Interim City Manager's expenses. The Interim City Manager shall provide the City Council with all of his expenses and reimbursement records for each year prior to his annual performance evaluation.

#### **Section 9. Civic Club Membership**

The City recognizes the desirability of representation in and before local civic and other organizations and the Interim City Manager is authorized to become a member of such club(s) and organization(s). The City, subject to

Council approval, shall pay related and reasonable expenses thereto and allow the Interim City Manager to participate on City time.

#### **Section 9. Other Terms and Conditions of Employment**

The parties shall, by way of this Agreement, fix such other terms and conditions of employment from time to time as may be determined relating to the performance of the Interim City Manager of the City, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement or City Charter.

#### **Section 11. General Provisions**

11.1 If a provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed to be severable, shall not be affected and shall remain in full force and effect.

11.2 This Agreement constitutes the entire agreement between the parties and supersedes any and all prior Agreements between the parties, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by the City and Employee.

11.3 This Agreement is entered into and is to be performed in Tulare County, California.

10.4 The Agreement shall be binding and insure to the benefit of the heirs at law and executors of the Employee.

11.5 The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

“CITY OF ORANGE COVE”

“EMPLOYEE”

\_\_\_\_\_  
Diana Guerra-Silva  
Mayor of the City of Orange Cove

\_\_\_\_\_  
Dario Dominguez  
Employee

ATTEST: \_\_\_\_\_  
City Clerk and Clerk of the Council of the City of Orange Cove