

**FOWLER CITY COUNCIL MEETING  
AGENDA  
JUNE 18, 2019  
7:00 P.M.  
CITY COUNCIL CHAMBER  
128 S. 5TH STREET  
FOWLER, CA 93625**

Councilmember Dan Parra will be attending the meeting by teleconference at the following public location: Gate - Fresno Yosemite International Airport, 5175 E. Clinton Way, Fresno, CA 93727

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Council Chambers or to otherwise participate at this meeting, including auxiliary aids or services, please contact City Clerk Jeannie Davis at (559) 834-3113 ext. 302. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council meeting. The City of Fowler is an equal opportunity provider and employer.

Any writing or document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at [www.fowlercivcity.org](http://www.fowlercivcity.org).

1. Meeting called to order
2. Flag Salute and Pledge of Allegiance
3. Invocation
4. Roll call
5. Public Presentations - (This portion of the meeting reserved for persons desiring to address the Council on any matter not described on this agenda. Presentations are limited to 5 minutes per person and no more than 15 minutes per topic.)

*With respect to the approval of resolutions and ordinances, the reading of the title thereto shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.*

6. Introduction of new police officers, and Badge Pinning Ceremony: Officer Cameron Phillips and Reserve Officer Vincent Jimenez

7. Commendations: Sergeant Keith Berry, Officer Marco Solian, Officer Arthur Duran, and Officer Cameron Phillips
8. Presentation: Fresno County's 5-year Consolidated Plan for the CDBG Program – Jared Nimer and Kristi Johnson, Department of Public Works and Planning
9. Communications
10. Staff Reports
  - A) City Engineer's Report
    - ◆ Provide staff direction regarding agreement between the South King's Groundwater Sustainability Agency and Consolidated Irrigation District
  - B) City Manager's Report
  - C) Public Works Report
  - D) Finance Department Report
    - ◆ Approve Payment of additional Bond Counsel billing fees of \$50,000 for Fire Station project from Contingency Fund.
  - E) Police Department Report
  - F) Fire Department Report
11. City Attorney's Report
12. Consent Calendar - *Items on the Consent Calendar are considered routine and shall be approved by one motion of the Council. If a Councilmember requests additional information or wants to comment on an item, **the vote should be held until the questions or comments are made, and then a single vote should be taken.** If a Councilmember **objects** to an item, **then** it should be removed and acted upon as a separate item.*
  - A) Ratification of Warrants – June 18, 2019
  - B) Approve Minutes of the City Council Meeting – June 4, 2019
  - C) Approve Agreement for Professional Legal Services with Lozano Smith
  - D) Approve Agreement/Engagement Letter for Auditing Services: Borchardt, Corona, Faeth and Zakarian
  - E) Approve Resolution No. 2019-2434, "A Resolution of the City Council of the City of Fowler in Support of the County of Fresno Homelessness Priorities for Calendar Year 2019"

13. Committee Reports (No action except where a specific report is on the agenda)

Mayor Cardenas

Reappoint Monique Lopez and Joe Alvarez to a new term on the Recreation Commission (Beginning July 1, 2019) and appoint Henrietta Martin to the Commission due to a position that will be expiring and vacated as of June 30, 2019

Mayor Pro Tem Hammer  
Councilmember Kazarian  
Councilmember Parra  
Councilmember Rodriguez

14. Adjournment

Next Ordinance No. 2019-03

Next Resolution No. 2435

*CERTIFICATION: I, Corina Burrola, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Friday, June 14, 2019.*



Corina Burrola  
Deputy City Clerk

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**STAFF REPORT**

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**TO:** MAYOR & CITY COUNCIL  
**FROM:** DAVID PETERS, CITY ENGINEER  
**SUBJECT:** SKGSA – CID WATER PROCUREMENT AGREEMENT  
**DATE:** JUNE 13, 2019

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**REQUESTED ACTION:**

Provide staff direction regarding proposed water procurement agreement between the South Kings Groundwater Sustainability Agency and Consolidated Irrigation District.

**DISCUSSION / RECOMMENDATION:**

The South Kings Groundwater Sustainability Agency (SKGSA) has been negotiating with the Consolidated Irrigation District to enter into an agreement for procuring surface water to be used in groundwater recharge efforts. A draft agreement has been reached in principal between these two agencies. The key provisions of the agreement are as follows:

- Cost of the water is \$395/acre foot
- SKGSA will calculate the overdraft (amount of water to be purchased from CID) as 42% of gross groundwater pumped
- CID will endeavor to deliver an annual allotment of water
- Water purchases will begin immediately and ramp up to full volume within a 5-year period
- CID will reserve an appropriate amount of water for SKGSA such that the 4 cities and CSD can build out to their current spheres of influence
- The agreement allows for joint projects and/or grant applications to be pursued between the SKGSA and CID to provide mutual benefit.

The SKGSA Board will be considering approval of the agreement at a meeting tentatively scheduled for June 27, 2019. Staff requests direction and comments from the Council regarding the agreement.

Attachment: Draft SKGSA-CID Agreement

**COOPERATIVE AGREEMENT  
BETWEEN  
CONSOLIDATED IRRIGATION DISTRICT  
AND  
SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY**

THIS COOPERATIVE AGREEMENT (this “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between CONSOLIDATED IRRIGATION DISTRICT, a California irrigation district (“**District**”), and the SOUTH KINGS GROUNDWATER SUSTAINABILITY AGENCY, a joint powers authority (“**SKGSA**”). The District and SKGSA may be collectively referred to herein as the “**Parties**” or individually as a “**Party**.”

**RECITALS**

A. WHEREAS, the District conveys surface water from the Kings River to within the District’s boundaries for surface water irrigation of agricultural lands and to replenish the groundwater aquifer for the benefit of its landowners that use groundwater to irrigate their agricultural lands; and

B. WHEREAS, the cities of Fowler, Kingsburg, Parlier, Selma, and Sanger entered into a joint powers agreement on May 14, 2017, to form a separate joint powers authority known as the SKGSA, for the purpose of creating a separate joint powers authority to be the Groundwater Sustainability Agency (“**GSA**”) for a portion of the Kings Subbasin; and

C. WHEREAS, effective June 30, 2017, the city of Selma withdrew its membership in the SKGSA; and

D. WHEREAS, on or about November 13, 2017, the Del Rey Community Services District (“Del Rey CSD”) became a member of the SKGSA; and

E. WHEREAS, the District entered into separate memoranda of understanding with the City of Selma and the County of Fresno to form the Central Kings Groundwater Sustainability Agency (“**CKGSA**”), which also covers a portion of the Kings Subbasin; and

F. WHEREAS, the current boundaries of the SKGSA and the CKGSA are identified in **Exhibit “A,”** which is attached hereto and incorporated herein by this reference, and the area covered by the SKGSA is within the outer perimeter of the area covered by the CKGSA; and

G. WHEREAS, both the CKGSA and the SKGSA are responsible for complying with the Sustainable Groundwater Management Act (“SGMA”) and developing coordinated Groundwater Sustainability Plans (“GSPs”) within the Kings Subbasin; and

H. WHEREAS, on one or more occasions in the past, each of the cities of Fowler, Kingsburg, Parlier, Selma, and Sanger entered into one or more “Cooperative Agreements” with the District regarding the use of District facilities located in or adjacent to the respective city for stormwater disposal and groundwater recharge purposes, as well as addressing matters involving annexation of newly developed land to a city and detachment thereof from District; and

I. WHEREAS, past and current urban development projects in and adjacent to each city within the SKGSA (i) have affected the groundwater levels underlying the SKGSA and District, (ii) use portions of District canals, ditches, basins, ponds, drains and headgates (“District Facilities”) for the disposal of municipal stormwater, and (iii) impact the operation and maintenance of District Facilities; and

J. WHEREAS, the member agencies of the SKGSA desire to continue urban development and to comply with SGMA; and

K. WHEREAS, members of the SKGSA provide potable water to their residents; and

L. WHEREAS, the SKGSA and the District desire to work together to address impacts of urban development on District Facilities and groundwater levels underlying the SKGSA and the CKGSA in order to prevent such impacts from becoming significant; and

M. WHEREAS, the member agencies of the SKGSA, through the SKGSA, desire to purchase water from the District to use for recharge within the boundaries or limits of the SKGSA or the CKGSA to reduce groundwater overdraft in the Kings Subbasin.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for good and adequate consideration, the Parties hereto hereby agree as follows:

1. **Recitals.** The recitals stated above are true and correct and are a substantive part of this Agreement.

2. **Groundwater Extraction and Purchases of Water from the District by the SKGSA for Groundwater Management and Replenishment.**

(a) **Annual Groundwater Extraction.** The SKGSA shall require that groundwater wells operated by the member agencies of the SKGSA or the SKGSA itself that are located within the Kings Subbasin, shall be equipped with meters that accurately measure the

instantaneous flow and accumulated (annual) volume of water extracted by those wells (“**Annual Groundwater Extraction**”).

(b) Recharge Projects. The SKGSA shall help mitigate its member agencies’ portion, if any, of any potential groundwater overdraft within the Kings Subbasin by instituting a process (as set forth below) for the SKGSA to purchase water for the purposes of recharge in existing facilities of the member agencies of the SKGSA, in new facilities of the SKGSA or its members agencies, or in facilities of the District constructed by the District at the sole cost and expense of the SKGSA, or its member agencies (individually, “**Recharge Project**” and collectively, “**Recharge Projects**”).

(c) Net Groundwater Use. Beginning in February 2019, and February of each calendar year thereafter during the term hereof, the SKGSA, or its respective member agency, shall report the following information to the District with respect to the immediately preceding calendar year so the Parties can annually calculate the “**Net Groundwater Use**” within the SKGSA, which shall be equal to forty-two percent (42%) of the Annual Groundwater Extraction in acre-feet of groundwater extracted by the SKGSA or its member agencies as described in Section 2(a) above using a copy of the complete report thereof filed by each SKGSA member agency with the California Department of Health.

(d) Annual SKGSA Surface Water Reservation for Groundwater Management. In March 2019, and March of each calendar year thereafter during the term hereof, the SKGSA shall notify the District of how much surface water it would like the District to reserve for the benefit of the SKGSA. This amount shall be no less than the Net Groundwater Use calculated the month prior, is subject to the obligations and limitations below in this Section 2(d), and shall be referred to herein as the “**Annual SKGSA Surface Water Reservation for Groundwater Management**.” The Parties acknowledge that the Annual SKGSA Surface Water Reservation for Groundwater Management is that amount of water that the SKGSA desires to have the District reserve on its behalf for the benefit of groundwater recharge and that the SKGSA is obligated to pay the Total Annual Groundwater Management Cost (defined below) to the District for this reservation.

Anything to the contrary herein notwithstanding, during the first year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than one thousand acre-feet (1,000 AF) and, as such, the SKGSA shall purchase and pay

for not less than one thousand acre-feet (1,000 AF) of water from the District. During the second year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than two thousand acre-feet (2,000 AF) and, as such, the SKGSA shall purchase and pay for not less than two thousand acre-feet (2,000 AF) of water from the District. During the third year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than three thousand acre-feet (3,000 AF) and, as such, the SKGSA shall purchase and pay for not less than three thousand acre-feet (3,000 AF) of water from the District. During the fourth year of the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than four thousand acre-feet (4,000 AF) and, as such, the SKGSA shall purchase and pay for not less than four thousand acre-feet (4,000 AF) of water from the District. During the fifth year and each succeeding year during the term hereof, the Annual SKGSA Surface Water Reservation for Groundwater Management shall be not less than five thousand acre-feet (5,000 AF) and, as such, the SKGSA shall purchase and pay for not less than five thousand acre-feet (5,000 AF) of water from the District. The maximum amount of water that the SKGSA can request from the District for the Annual SKGSA Surface Water Reservation for Groundwater Management starting in the sixth year and each succeeding year during the term hereof is seventeen thousand eight hundred acre-feet (17,800 AF) of water.

(e) Cost. The Annual SKGSA Surface Water Reservation for Groundwater Management shall be multiplied by the sum of Three Hundred Ninety-Five and No/100 Dollars (\$395.00) per acre-foot (the “**Rate**”) to calculate the total cost owed to the District by the SKGSA for that year (the “**Total Annual Groundwater Management Cost**”). The Rate takes into account the activities of the member agencies of the SKGSA, the SKGSA, and the District that assist in groundwater recharge and the detachment from District of land annexed into a city within the SKGSA. Commencing with the first anniversary of the Effective Date and each anniversary thereafter (each a “**Adjustment Date**”), the Rate shall be subject to an annual increase as a result of an increase of the Consumer Price Index (“**CPI**”). The basis for computing each CPI increase shall be the Index All Urban Consumers San Francisco-Oakland-San Jose Area, All Items (1982-84=100) as published by the United States Department of Labor, Bureau of Labor Statistics (“**Index**”). As of each Adjustment Date, the Rate for the forthcoming year shall be calculated pursuant to this provision to be equal to the Rate in effect during the



immediately preceding twelve month period (“**Prior Year**”) multiplied by a fraction, the numerator of which shall be equal to the Index published for the first calendar month of the current year, and the denominator of which shall be equal to the Base Index (as defined below). The “**Base Index**” shall be the Index for the month of the Effective Date (or, if the Index is not published for such month, then the Index published for the month closest, but prior to the Effective Date). For the sixth and each subsequent calculation pursuant to this Section 2(e), the “Base Index” shall be redefined as the Index published for the first calendar month of the current year for which the Rate has last been calculated pursuant to this Section 2(e). The Index for the first calendar month of any given year, if the Index is not published for such month, shall be the Index published for the month closest, but prior to the first calendar month of such year. If publication of the Index by any governmental or private agency is discontinued or if it is so modified that it does not accurately reflect the changes in consumer prices from one year to another, then the Parties shall use such other index as is then generally recognized and accepted for similar determination of changes in consumer prices. If the Index is revised, it shall be converted in accordance with the conversion factor published by the Bureau of Labor Statistics or any other governmental agency then publishing same.

(f) In June of each year during the term hereof, the SKGSA shall include in its budget for the next fiscal year, the amount of the next fiscal year’s Total Annual Groundwater Management Cost.

(g) Beginning in September 2019, and in September of each year thereafter during the term hereof, the SKGSA shall pay the Total Annual Groundwater Management Cost for that year by wire transfer to an account of the District, as designated by the District.

(h) Water Delivery.

(i) District shall deliver the Annual SKGSA Surface Water Reservation for Groundwater Management, purchased by the SKGSA, to a location on the District Facilities, designated by the SKGSA. The SKGSA may then divert that water to a Recharge Project. All timing of such deliveries shall be in the District’s complete and sole discretion and at a time that is convenient for the District. This may include, but is not limited to, during the District’s scheduled water run or during flooding events. However, when feasible, the District shall endeavor to give the SKGSA forty-eight (48) hours prior verbal notice of such deliveries.

(ii) In the event the District offers to deliver all or any portion of the Annual SKGSA Surface Water Reservation for Groundwater Management to the District Facilities on behalf of the SKGSA at times which do not suit the convenience of the SKGSA, the District shall have no obligation to deliver such water on behalf of SKGSA at any future date or time, but the SKGSA shall be obligated to pay for such water in accordance with Section 2(e) above. If the SKGSA refuses to take all or any portion of the Annual SKGSA Surface Water Reservation for Groundwater Management offered by the District at the time that the District offers it, the water shall be deemed “**Rejected Water.**” The District shall not be obligated to provide this Rejected Water to the SKGSA in any future year or as part of the five-year rolling interval. The District may use said Rejected Water for the purposes of the District.

(iii) In the event the District determines, in its sole discretion, that delivery of the Annual SKGSA Surface Water Reservation for Groundwater Management in any given year will interfere with District operations, obligations, or for reasons beyond District control would result in harm to the District, the District shall have no obligation to deliver such water to SKGSA during that particular year. Regardless, SKGSA shall pay the Total Annual Groundwater Management Cost for such water in accordance with the provisions of Section 2(e) above. Although the District shall make all reasonable efforts to meet its obligation to provide the Annual SKGSA Surface Water Reservation for Groundwater Management to the District Facilities within the applicable 12-month period, in accordance with this Agreement and on behalf of the SKGSA, both Parties acknowledge that the District shall, at least, deliver the Annual SKGSA Surface Water Reservation for Groundwater Management on a five-year rolling interval period. This, however, does not obligate the District to carry over any Rejected Water for the SKGSA.

3. **Reorganizations; Adjusting GSA Boundaries.** The Parties understand that in the future the city member agencies of the SKGSA may annex additional land that is currently included in the District’s boundaries. Commencing with the Effective Date, every year, the SKGSA and the District agree to work together to modify the boundaries of the SKGSA and the CKGSA to reflect these reorganizations that have been approved by the Fresno Local Agency Formation Commission, and notify the California Department of Water Resources (“DWR”) accordingly. The SKGSA shall provide all documentation, at its sole cost and expense, required to be submitted to LAFCo, DWR and any other necessary entity, as appropriate.

4. **Grants.** The SKGSA and its member agencies shall work with the District to seek grants to construct the Recharge Projects contemplated by this Agreement.

5. **Water Quality.** The character and quality of water furnished hereunder may vary from time to time and District does not guarantee in any respect the character or quality of the water delivered pursuant to this Agreement. Water is in a raw, untreated condition, and as a result is considered to be unfit for human consumption without treatment. If, at any time during the term hereof, District determines that such water as is available is not of quality suitable for irrigation, the actions of District to deliver water pursuant to this Agreement may be suspended, such actions to resume when District determines that it is once again able to deliver water of suitable quality. Any determination by District as to the suitability of the water for irrigation purposes shall be final and conclusive.

6. **District Facilities; SKGSA/District Standards.** Any Recharge Project constructed by or on behalf of the SKGSA, any SKGSA member agency, or the District, shall follow and be in compliance with the District's Standard Details and Development Standards, as may be amended ("**District Facilities Standards**").

7. **Term; Termination; Early Termination.** This Agreement shall remain in full force and effect for a period of ten (10) years from and after the Effective Date and shall terminate at the expiration of said ten (10)-year period; provided, however, that the term hereof shall continue thereafter for additional terms of five (5)-years each unless either Party hereto, at least ninety (90) days prior to the expiration of the original term or any five (5)-year additional term, gives written notice to the other Party that the Party giving that notice intends to terminate this Agreement at the end of that applicable current term, in which case this Agreement shall then so terminate.

8. **Environmental Approvals.** The Parties acknowledge that the SKGSA is acting as the lead agency for compliance with the California Environmental Quality Act ("CEQA") required by the execution of this Agreement. The Parties have determined the actions authorized by this Agreement are exempt from CEQA, because the actions anticipated by this Agreement will not have a direct or a reasonably foreseeable indirect physical change to the environment. The Parties further determine that this Agreement does not increase services or expand the existing system and are statutorily and categorically exempt from compliance with CEQA as provided in the California Public Resources Code and implemented through Title 14 of the

California Code of Regulations: Section 15061(b)(3) – exempting projects with no potential for causing a significant effect on the environment; Section 15273(a) – exempting the establishment or approval of rates and other charges by public agencies; Section 15301 – exempting continued operation of existing facilities; and Section 15304 – exempting projects involving minor alterations to land, water and/or vegetation. The Parties further determine that this Agreement is exempt from CEQA based on its records of proceedings showing that the Agreement involves no increase in existing service; no new construction, expansion, or any modification to the existing distribution system; and no change in the source of water to be delivered, or the uses to which such supplies will be put. Both Parties further acknowledge that the preparation of their respective GSPs is exempt from CEQA.

9. **Indemnities; Hold Harmless.**

(a) Indemnity by SKGSA. The SKGSA shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of District result directly or indirectly from the discharge of any water by the SKGSA or its member agencies into District Facilities or the acts or omissions of the SKGSA, or its member agencies, or any of their officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in performing or carrying out the obligations or rights of the SKGSA hereunder. The SKGSA shall indemnify, defend and hold District, and its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers, free of and harmless from any fine, civil penalty, loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the SKGSA, or its member agencies, or any of their elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in connection with the discharge of any water by the SKGSA, or its member agencies, into the District Facilities or Recharge Projects or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to SKGSA and shall survive the termination of this Agreement.

(b) Indemnity by the District. The District shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of the SKGSA, or its

member agencies, result directly or indirectly from the ownership, use, operation, installation, maintenance, replacement or repair of District Facilities or from the acts or omissions of District or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in performing or carrying out the obligations or rights of District hereunder. District shall indemnify, defend and hold SKGSA, and its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers, free of and harmless from any fine, civil penalty, loss, cost, damage, or expense including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the District or its elected officials, officers, employees, contractors, consultants, agents, invitees or authorized volunteers in connection with the District's ownership, use, operation, installation, maintenance, replacement or repair of District Facilities or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to District and shall survive the termination of this Agreement.

10. **Default.** If and so long as SKGSA shall be in default in the payment of any sum that comes due to District hereunder or in the performance of any term, agreement, act or condition to be done or performed by SKGSA hereunder, District may suspend all or any of the rights and permissions given to SKGSA hereunder until such default is corrected by SKGSA. Should the District be in default in the performance of any term, agreement, act or condition to be done or performed by the District, the SKGSA may suspend all or any of its rights, duties or obligations hereunder until such default by the District is corrected.

11. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by overnight courier) or may be sent by regular mail or certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 11. The addresses noted below shall be that Party's address for delivery or mailing of notices.

To District:	Consolidated Irrigation District
	2255 Chandler Street
	P.O. Box 209
	Selma, CA 93662

To SKGSA:                      South Kings GSA  
   128 S. Fifth Street  
   Fowler, CA 93625

Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, two (2) days after the postmark thereon. If sent by regular mail the notice shall be deemed given two (2) days after the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or overnight courier. Notices transmitted by facsimile transmission shall be deemed delivered upon confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail in accordance with the provisions of this Section 11. If notice is received after 4:30 p.m. in the time zone in which the Party is located or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

12.     **Amendment to Agreement.** No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both the SKGSA and District.

13.     **Severability.** In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against either of the Parties.

14.     **Binding on Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives, grantees, transferees, successors, and assigns.

15.     **Governing Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of California.

16.     **No Partnership/Joint Venture.** This Agreement does not evidence a partnership or joint venture between the SKGSA and District or any other party or affiliate.

17.     **Third Party Beneficiaries.** Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

18. **Captions and Headings.** The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and in no way define the scope or the extent of this Agreement or the construction of any provision.

19. **Voluntary Agreement; Authority to Execute.** Each Party hereto represents that it has read this Agreement in full and understands and voluntarily agrees to all provision herein. The Parties further declare that prior to signing this Agreement, they each had the opportunity to apprise themselves of relevant data, through sources of their own selection, including consultation with counsel of their choosing, in deciding whether to execute this Agreement. The signatories to this Agreement represent that they have the proper authority to execute this Agreement on behalf of the respective Party.

20. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the Parties regarding said matters. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or in writing, have been made by any Party or anyone acting on behalf of any Party which are not embodied int his Agreement and no other agreement, statement or promise shall be valid or binding.

21. **Further Actions.** Both Parties shall cooperate and take such further action as may be necessary or convenient to the performance of this Agreement.

22. **Attorney's Fees.** The Parties agree that in the event of controversy, claim or dispute between the Parties hereto arising out of or relating to this Agreement, the interpretation thereof or the breach thereof, the prevailing Party shall be entitled, in addition to such other relief as may be granted, a reasonable sum as and for attorneys' and paraprofessionals' fees as determined by the arbitrator in any arbitration, court in any litigation or in a separate action brought for that purpose.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

**"District"**

CONSOLIDATED IRRIGATION  
DISTRICT, a California irrigation district

By: \_\_\_\_\_  
Earl Hudson, President

**“SKGSA”**

SOUTH KINGS GROUNDWATER  
SUSTAINABILITY AGENCY, a joint  
powers authority

By: \_\_\_\_\_  
Karnig Kazarian, Chairman



**EXHIBIT “A”**

**Map Depicting the Boundaries of the SKGSA and the CKGSA**



**STAFF REPORT**

DATE: 6/13/19  
TO: Honorable Mayor and City Councilmembers  
FROM: Randy Uyeda, Finance Director  
SUBJECT: Approve Payment of additional Bond Counsel billing fees of \$50,000 for Fire Station project from Contingency Fund.

**BACKGROUND:** The City approved the construction of a new Fire Department Building. Budgeted cost for Bond Counsel (legal review of USDA Loan Agreement) was \$22,200 which included provisions for insurance premiums.

Due to the prolonged nature of the project (several years) Bond Counsel costs kept accruing. My predecessors did not take into account the Bond Counsel accrued costs and the Budget was prepared and approved without consulting all of the parties involved for any budget adjustments.

The actual Bond Counsel costs were \$79,398.41. Lozano-Smith realizing the costs were excessive discounted the costs by \$29,398.41 which leaves an outstanding balance of \$50,000. It would appear that the \$50,000 might be tied to the "initial draw down" of the USDA loan. I reviewed the draw down documents and while it might be construed as such, further readings do not support it. In addition Sally Tripp had advised me earlier that the draw down is a requirement of the State for such loans and was nothing more than an "advance" against the loan to be held in reserve until the City's portion of the costs was fully paid.

The City can contest the billing however, Council should keep in mind the \$29,398.41 already discounted, a 37% discount rate of the actual total cost. While we can pursue further discounts, I am not sure it would be in the best interests of both parties to do so in light of the current discounted rate.

I discussed the billing with Sally Tripp and we agree the best option would be to charge this against the Contingency Budget of \$124,619. Dave Peters has been instrumental in stopping any change orders and we recently agreed to a change which would have cost the Contractor thus putting more pressure on them to remain within the budget. This would leave a balance of \$74,619 in the Contingency Fund.

I prefer to leave the current \$22,200 Bond Counsel budget until billings are current. As time progresses and we near completion of the City's portion of funding, I have the option of moving/reallocating costs to the appropriate budget category. Additionally, we can also look at other cost savings as the building construction progresses.

That being said if we do need to exceed the Budget, we would need to utilize funds from a combination of the UUT Fund and Fire Impact Fees which are available. At such time, I would prepare a request to Council for same. There is no impact on the General Fund excluding the UUT Fund.

**FISCAL IMPACT:** An additional \$50,000 to be charged against the budgeted Contingency of \$124,619 leaving a balance of \$74,619. No impact on the General Fund.

**RECOMMENDATION:** Approve payment of additional Bond Counsel fees of \$50,000 for Fire Station project from contingency budget.

CITY OF FOWLER  
WARRANTS LIST  
June 18, 2019

<u>ACCOUNTS PAYABLE CHECKS</u>	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
Regular checks	35209-35268	June 3 thru Jun 14	\$ 145,820.78
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 145,820.78</u>
<u>PAYROLL COSTS</u>			
First June Bi-Monthly Payroll		June 15, 2019	82,892.10
TOTAL PAYROLL COSTS			<u>\$ 82,892.10</u>
TOTAL CASH DISBURSEMENTS			<u>\$ 228,712.88</u>

NOTE:

Check #35218

Void check carry over to check #35219

ITEM 1 2A

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

PAGE NUMBER: 1  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35210	06/06/19	13335	1-800-BOARDUP	100	1150	318 N 5TH	0.00	1,110.00
1001	35211	06/06/19	10064	COLONIAL LIFE INSUR	100	2044	EMPLOYEE DEDUCTION	0.00	292.92
1001	35211	06/06/19	10064	COLONIAL LIFE INSUR	100	2042	EMPLOYEE DEDUCTION	0.00	120.54
TOTAL	CHECK							0.00	413.46
1001	35212	06/06/19	13161	JAS PACIFIC	100	2082	MAXCO	0.00	17,324.65
1001	35212	06/06/19	13161	JAS PACIFIC	100	2060	TACO BELL	0.00	1,070.51
TOTAL	CHECK							0.00	18,395.16
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	100	2041	EMPLOYEE BENEFITS	0.00	1,255.00
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6020	5080	EMPLOYEE BENEFITS	0.00	780.20
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6700	5080	EMPLOYEE BENEFITS	0.00	657.45
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6400	5080	EMPLOYEE BENEFITS	0.00	657.45
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6030	5080	EMPLOYEE BENEFITS	0.00	460.22
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6025	5080	EMPLOYEE BENEFITS	0.00	351.97
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6150	5080	EMPLOYEE BENEFITS	0.00	319.97
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6120	5080	EMPLOYEE BENEFITS	0.00	11,050.16
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	6200	5080	EMPLOYEE BENEFITS	0.00	5,062.61
TOTAL	CHECK							0.00	20,595.03
1001	35214	06/06/19	10350	LK DESIGN	6020	5220	SERVICES	0.00	450.00
1001	35215	06/06/19	14114	SEARS GARAGE DOORS	6260	5190	SERVICES	0.00	746.00
1001	35215	06/06/19	14114	SEARS GARAGE DOORS	6260	5190	SERVICES	0.00	99.00
TOTAL	CHECK							0.00	845.00
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6030	5080	EMPLOYEE BENEFITS	0.00	104.97
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6700	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6400	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6150	5080	EMPLOYEE BENEFITS	0.00	33.18
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6200	5080	EMPLOYEE BENEFITS	0.00	398.16
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6120	5080	EMPLOYEE BENEFITS	0.00	769.74
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	100	2046	EMPLOYEE BENEFITS	0.00	1,155.23
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6160	5080	EMPLOYEE BENEFITS	0.00	127.88
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	6020	5080	EMPLOYEE BENEFITS	0.00	139.67
TOTAL	CHECK							0.00	2,795.19
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6400	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6700	5080	EMPLOYEE BENEFITS	0.00	9.85
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6025	5080	EMPLOYEE BENEFITS	0.00	10.83
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6160	5080	EMPLOYEE BENEFITS	0.00	19.70
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6020	5080	EMPLOYEE BENEFITS	0.00	20.68
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6030	5080	EMPLOYEE BENEFITS	0.00	23.62
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6200	5080	EMPLOYEE BENEFITS	0.00	98.45
1001	35217	06/06/19	11335	VISION SERVICE PLAN	100	2048	EMPLOYEE BENEFITS	0.00	224.30
1001	35217	06/06/19	11335	VISION SERVICE PLAN	6120	5080	EMPLOYEE BENEFITS	0.00	255.98
TOTAL	CHECK							0.00	673.26
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6700	5080	COBRA	0.00	0.67
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6700	5080	COBRA	0.00	0.67
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6700	5080	COBRA	0.00	0.67

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

PAGE NUMBER: 2  
ACCTPA21

CITY OF FOWLER  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	----	DESCRIPTION	----	SALES TAX	AMOUNT
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6150	5080		COBRA		0.00	0.68
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6400	5080		COBRA		0.00	0.68
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6400	5080		COBRA		0.00	0.68
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6150	5080		COBRA		0.00	0.68
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6400	5080		COBRA		0.00	0.68
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6150	5080		COBRA		0.00	0.68
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6025	5080		COBRA		0.00	0.74
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6025	5080		COBRA		0.00	0.74
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6200	5080		COBRA		0.00	7.42
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6200	5080		COBRA		0.00	7.42
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6200	5080		COBRA		0.00	7.42
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6120	5080		COBRA		0.00	16.87
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6120	5080		COBRA		0.00	16.87
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6030	5080		COBRA		0.00	0.74
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6025	5080		COBRA		0.00	0.74
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6030	5080		COBRA		0.00	1.35
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6160	5080		COBRA		0.00	1.35
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6160	5080		COBRA		0.00	1.35
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	6120	5080		COBRA		0.00	16.87
TOTAL	CHECK									0.00	87.45
1001	35220	06/12/19	10126	OSCAR GARCIA, CPA AU	6020	5110		PROP TAXES 18/19-2		0.00	251.37
1001	35220	06/12/19	10126	OSCAR GARCIA, CPA AU	6020	5110		PROP TAXES 18/19-2		0.00	251.37
1001	35220	06/12/19	10126	OSCAR GARCIA, CPA AU	6020	5110		PROP TAXES 18/19-2		0.00	251.37
1001	35220	06/12/19	10126	OSCAR GARCIA, CPA AU	6020	5110		PROP TAXES 18/19-2		0.00	251.37
1001	35220	06/12/19	10126	OSCAR GARCIA, CPA AU	6020	5110		PROP TAXES 18/19-2		0.00	251.37
1001	35220	06/12/19	10126	OSCAR GARCIA, CPA AU	6020	5110		PROP TAXES 18/19-2		0.00	372.05
TOTAL	CHECK									0.00	1,880.27
1001	35221	06/12/19	10551	PARRA, DANIEL	6010	5260		2019 LOCC		0.00	208.22
1001	35222	06/12/19	10288	SMART & FINAL	6700	5110		SUPPLIES		0.00	384.25
1001	35223	06/14/19	12285	ATT	6120	5220		SERVICES		0.00	492.77
1001	35224	06/14/19	12196	BELMONT NURSERY	6260	5190		TREES		0.00	245.23
1001	35225	06/14/19	10022	BORCHARDT, CORONA &	6030	5220		FINAL 2017 AUDIT FE		0.00	2,395.00
1001	35226	06/14/19	14020	BRYANT L. JOLLEY, C	6030	5220		AUDIT WORK MAY		0.00	2,400.00
1001	35227	06/14/19	11291	THE BUSINESS JOURNA	6020	5150		PUBLICATIONS		0.00	213.75
1001	35229	06/14/19	11970	CENTRAL VALLEY TOXI	6120	5220		SERVICES		0.00	69.00
1001	35231	06/14/19	10475	COUNTY OF FRESNO TR	6120	5150		SERVICES		0.00	371.76
1001	35232	06/14/19	10488	FOWLER UNIFIED SCHO	6120	5210		FUEL		0.00	2,067.91
1001	35232	06/14/19	10488	FOWLER UNIFIED SCHO	6120	5210		FUEL		0.00	2,179.31



SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

## FUND - 100 - GENERAL FUND

[illegible]

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 5  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 200 - UTILITY USERS TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35256	06/14/19	13075	RAPID AUTOBODY AND	2020	5720	CAGE PARTITION CAMR	0.00	375.00
1001	35256	06/14/19	13075	RAPID AUTOBODY AND	2020	5720	CAGE PARTITION CAMR	0.00	2,139.88
TOTAL CHECK								0.00	2,514.88
TOTAL CASH ACCOUNT								0.00	2,514.88
TOTAL FUND								0.00	2,514.88



SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 210 - GAS TAX

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35262	06/14/19	11250	T&T PAVEMENT MARKIN	2100	5190	SUPPLIES	0.00	72.51
TOTAL CASH ACCOUNT									72.51
TOTAL FUND									72.51

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 7  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 225 - LTF - ARTICLE 8

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35230	06/14/19	10349	CORNER CLEAN SWEEPI	2250	5220	SERVICES	0.00	2,444.00
1001	35248	06/14/19	10237	P G & E - SACRAMENT	2250	5170	UTILITIES	0.00	5,298.09
TOTAL CASH ACCOUNT									7,742.09
TOTAL FUND									7,742.09

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 8  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35209	06/03/19	10242	U S POSTMASTER	5000	5175	POSTAGE FOR BILLS	0.00	867.05
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	5000	5080	EMPLOYEE BENEFITS	0.00	3,048.03
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	5000	5080	EMPLOYEE BENEFITS	0.00	148.31
1001	35217	06/06/19	11335	VISION SERVICE PLAN	5000	5080	EMPLOYEE BENEFITS	0.00	97.47
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	5000	5080	COBRA	0.00	5.85
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	5000	5080	COBRA	0.00	5.85
1001	35219	06/12/19	11149	ADMINISTRATIVE SOLU	5000	5080	COBRA	0.00	17.55
TOTAL CHECK									
1001	35228	06/14/19	14118	CARRASCO, MARIA	500	2050	UB REFUND	0.00	79.09
1001	35237	06/14/19	11018	HOME DEPOT CREDIT S	5000	5190	SUPPLIES	0.00	11.74
1001	35237	06/14/19	11018	HOME DEPOT CREDIT S	5000	5190	SUPPLIES	0.00	19.42
1001	35237	06/14/19	11018	HOME DEPOT CREDIT S	5000	5190	SUPPLIES	0.00	85.26
1001	35237	06/14/19	11018	HOME DEPOT CREDIT S	5000	5190	SUPPLIES	0.00	99.17
TOTAL CHECK									215.59
1001	35238	06/14/19	14117	HUGHES-MASON, PAMEL	500	2050	UB REFUND	0.00	44.75
1001	35239	06/14/19	12075	IMAGE 2000	5000	5220	SERVICES	0.00	82.69
1001	35241	06/14/19	14109	KAUR, JASPAL	500	2050	UB REFUND	0.00	33.00
1001	35245	06/14/19	14116	MONTES, JUANITA	500	2050	UB REFUND	0.00	76.69
1001	35246	06/14/19	10215	NELSON HARDWARE & G	5000	5110	SUPPLIES	0.00	14.30
1001	35246	06/14/19	10215	NELSON HARDWARE & G	5000	5110	SUPPLIES	0.00	46.62
1001	35246	06/14/19	10215	NELSON HARDWARE & G	5000	5110	SUPPLIES	0.00	137.18
1001	35246	06/14/19	10215	NELSON HARDWARE & G	5000	5110	SUPPLIES	0.00	140.96
TOTAL CHECK									339.06
1001	35252	06/14/19	10249	QUILL	5000	5110	SUPPLIES	0.00	64.04
1001	35254	06/14/19	10262	R J BERRY, JR, INC	5000	5180	TRACTOR RENTAL	0.00	1,800.00
1001	35255	06/14/19	12672	R&B COMPANY	5000	5110	SUPPLIES	0.00	83.34
1001	35255	06/14/19	12672	R&B COMPANY	5000	5110	SUPPLIES	0.00	176.78
TOTAL CHECK									260.12
1001	35257	06/14/19	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	452.41
1001	35257	06/14/19	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	255.78
1001	35257	06/14/19	11195	ROBERT V JENSEN INC	5000	5210	FUEL	0.00	255.80
TOTAL CHECK									963.99
1001	35258	06/14/19	14108	SANCHEZ, VANESSA	500	2050	UB REFUND	0.00	87.27
1001	35261	06/14/19	10763	SUNBELT RENTALS	5000	5180	RENTAL	0.00	155.30

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 9  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 500 - WATER

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35266	06/14/19	13543	UNIFIRST CORPORATIO	5000	5220	SUPPLIES	0.00	102.63
1001	35267	06/14/19	11073	UNITED RENTALS	5000	5180	RENTAL	0.00	125.40
1001	35268	06/14/19	14115	ZARAGOZA, ESTEBAN & 500		2050	UB REFUND	0.00	100.00
TOTAL CASH ACCOUNT									8,708.03
TOTAL FUND									8,708.03

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 10  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 710 - AB1600-GENERAL SERVICES

CASH ACCT	CHECK NO	ISSUE DT	VENDOR NAME	DEPT	ACCT	----	DESCRIPTION----	SALES TAX	AMOUNT
1001	35251	06/14/19	13655 PROVOST & PRITCHARD	710	5520		SERVICES	0.00	6,438.60
TOTAL CASH ACCOUNT									6,438.60
TOTAL FUND									6,438.60

SUPERION  
DATE: 06/14/2019  
TIME: 12:49:30

CITY OF FOWLER  
CHECK REGISTER - BY FUND

PAGE NUMBER: 11  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '35209' and '35268'  
ACCOUNTING PERIOD: 12/19

FUND - 850 - SUCESSOR AGENCY

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	ACCNT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	35213	06/06/19	13496	KEENAN & ASSOCIATES	8500	5080	EMPLOYEE BENEFITS	0.00	229.22
1001	35216	06/06/19	13647	SUN LIFE FINANCIAL	8500	5080	EMPLOYEE BENEFITS	0.00	10.62
1001	35217	06/06/19	11335	VISION SERVICE PLAN	8500	5080	EMPLOYEE BENEFITS	0.00	4.93
1001	35225	06/14/19	10022	BORCHARDT, CORONA &	8500	5220	FINAL 2017 AUDIT FE	0.00	1,600.00
TOTAL CASH ACCOUNT								0.00	1,844.77
TOTAL FUND								0.00	1,844.77
TOTAL REPORT								0.00	145,820.78

**MINUTES OF THE FOWLER CITY COUNCIL MEETING  
JUNE 4, 2019**

Mayor Cardenas called the meeting to order at 7:01 p. m. Roll call was taken.

Councilmembers Present: Cardenas, Hammer, Kazarian, Parra, Rodriquez

City Staff Present: City Manager/City Clerk Davis, City Attorney Cross, City Engineer Peters, City Planner Marple, Police Chief Alcaraz, Public Works Supervisor/Fire Chief Lopez, City Clerk Burrola

The Flag Salute and Pledge of Allegiance were followed by the Invocation delivered by Pastor Brian Mays.

**PUBLIC PRESENTATIONS**

There were no public presentations.

**PUBLIC HEARING**

- ♦ **To Consider Adoption of Resolution No. 2433, “A Resolution of the City Council of the City of Fowler Confirming Diagram and Assessment Annual Levy – 2019/20 Landscaping and Storm Drainage Facilities Maintenance – District No. 1”**

City Engineer Peters stated that the item being presented is for the approval of the annual assessments for the landscaping and storm drainage maintenance district for several subdivisions within the City. He noted that the Council adopted a resolution of Intent, approving the Engineer’s Report for the district, set the hearing for June 4, 2019, and authorized proceedings for the annual levy and collection of assessments. Mr. Peters noted corrections to the resolution to reflect fiscal year 2019/2020. The Mayor opened the duly noticed public hearing on the matter at 7:05 p.m. There were no comments from the public and the hearing closed at 7:05 p.m.

Councilmember Kazarian made a motion to adopt Resolution No. 2433 as amended, “A Resolution of the City Council of the City of Fowler Confirming Diagram and Assessment Annual Levy – 2019/2020 Landscaping and Storm Drainage Facilities Maintenance – District No. 1” seconded by Councilmember Parra. The motion carried by voice vote: Ayes: Cardenas, Hammer, Kazarian, Parra, Rodriquez. Noes: None. Abstain: None. Absent: None.

**COMMUNICATIONS**

City Manager Davis mentioned the South San Joaquin Valley General League membership meeting is next Thursday, June 13, 2019 in Hanford, CA. Discussion will be on Proposition 68 funding. The Annual League Conference will be held on October 16 - 18, 2019 in Long Beach, CA.

## **STAFF REPORTS**

### **CITY ENGINEER'S REPORT**

#### **♦ Discussion/Direction to Staff Regarding Request from Maxco, Inc. to Modify Conditions of Approval for Site Plan Review (SPR) 14-05**

City Manager Davis said she received communication late this afternoon from the applicant's attorney, Chris Brown, requesting to pull the item from the agenda for tonight's meeting and possibly place it on the next meeting's agenda. She said there has been additional staff discussion on this matter and that there may be a process to address this item at staff level, rather than bringing it back to the Council.

### **CITY MANAGER'S REPORT**

City Manager Davis said she and Public Works Supervisor Lopez met with representatives of Tree Fresno. The California Air Resources Board provided a grant, which monitors air pollution along the highway, to Tree Fresno. The grant will provide funding to the City to plant 32 southern live oak and 166 Indian cypress trees along 10<sup>th</sup> street near the ponding basin and will include the irrigation drip system and maintenance for two years. She mentioned the City will be hosting a citizen's park grant participation workshop this Saturday, June 8, 2019 from 10:00 a.m. to 12:00 p.m. in the Council Chambers.

### **PUBLIC WORKS REPORT**

Public Works Supervisor Lopez said Well 6 is up and running after it has been out of service for some time. He mentioned that the street striping was suspended due to the recent rain.

Supervisor Lopez provided an update on the "No Parking" signs he ordered to be placed near the Second Baptist Church located on 10<sup>th</sup> Street. He had a meeting with Tree Fresno and they will be donating trees for the Donny Wright Park.

### **FINANCE DIRECTOR'S REPORT**

Finance Director Uyeda mentioned he is working on closing out the 2018 audit and has started working on the City's budget for 2019-2020.

### **POLICE DEPARTMENT REPORT**

Police Chief Alcaraz said an attempted burglary took place at the Dollar General store on May 29, 2019, the suspect is in custody. On Friday, May 31, 2019 a robbery took place at the 76 Gas station, within 24 hours the suspect was identified and taken into custody. Chief Alcaraz commended his officers for their hard work and dedication in keeping the City safe.



## **FIRE DEPARTMENT REPORT**

Fire Chief Lopez announced one of his firefighters, Justin Bishop, graduated from the Fire Academy last Friday, May 31, 2019. He mentioned units will be on standby during the Sutter and Fowler High School Graduation ceremonies.

## **CITY ATTORNEY'S REPORT**

City Attorney Cross said he is looking forward to attending future meetings, as City Attorney Wolfe transitions into his retirement.

## **CONSENT CALENDAR**

The consent calendar consisted of: A) Ratification of Warrants – June 4, 2019; B) Approve Minutes of the City Council Special Meeting and the City Council Meeting – May 21, 2019. Mayor Pro Tem Hammer made a motion to approve the Consent Calendar, seconded by Councilmember Rodriquez. The motion carried by voice vote: Ayes: Cardenas, Hammer, Kazarian, Rodriquez. Noes: None. Abstain: Parra. Absent: None.

## **COMMITTEE REPORTS**

Mayor Pro Tem Hammer said the Kids Summer Lunch Program starts June 10, 2019 – August 9, 2019 at the Senior Center. The Public Swim Lesson Program will start June 17, 2019.

## **CLOSED SESSION**

The meeting adjourned to a closed session at 7:34 p.m. pursuant to Government Code Section 54959.8 – Conference with Real Property Negotiators: Property: 130 S. 6<sup>th</sup> Street. Agency Negotiators: City Manager. Negotiating Party: Untied Health Centers. Under Negotiation: Price, terms.

The meeting reconvened to open session at 7:55 p.m. with no reportable action taken.

## **ADJOURNMENT**

Having no further business, Councilmember Kazarian made a motion, seconded by Councilmember Parra to adjourn. The motion carried and the meeting adjourned at 7:55 p.m.

David J. Wolfe  
*Attorney at Law*

E-mail: [dwolfe@lozanosmith.com](mailto:dwolfe@lozanosmith.com)

June 11, 2019

Jeannie Davis, City Manager  
City of Fowler  
128 S. 5th Street  
Fowler, CA 93625

Re: City Attorney Contract Renewal

Dear Ms. Davis:

As we discussed, it is time to renew the City Attorney contract for legal services as the current contract expires on June 30, 2019. We are proposing a three year contract. The hourly rates for attorneys in year one (2019/2020) will be \$200.00, in year two (2020/2021) \$205.00, and in year three (2021/2022) \$210.00. The new rates reflect an increase of \$5.00 over the current \$195.00 rate in each of the three years, or approximately 2.5% per contract year. The paralegal and law clerk rate will remain the same at \$100.00 per hour and the retainer for Council meetings will remain the same at \$650.00 per meeting.<sup>1</sup>

This modest increase over three years is necessary to help address increased costs incurred by the firm. Even with the rate increase, the rates are still substantially below what we are charging new municipal clients as well as our other non-municipal public agency clients. Those rates currently range from \$225.00 per hour to \$265.00 per hour. In addition, as the City knows, Lozano Smith is a full service firm able to handle most of the City's legal service needs, including litigation.

Because of the range of municipal expertise Lozano Smith has, the City rarely needs to contract out for specialized legal services where the rates can be as high as \$550.00 per hour depending on the issue. Our litigation experts, some with over 25 years of experience, have represented, and will continue to represent the City, at the same reduced flat rate. Our long term relationship with the City, for over 28 years, allows us to continue to keep our rates modest.

Enclosed is the contract for legal services for July 1, 2019 through June 30, 2022. Please present this letter and the new contract to the City Council for their consideration during the June 18, 2019 meeting.

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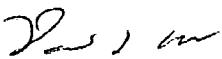
<sup>1</sup> Previously discussed staff changes are reflected in the new contract.  
*Limited Liability Partnership*

Jeannie Davis, City Manager  
City of Fowler  
June 11, 2019  
Page 2

As always, we appreciate the opportunity to continue to serve the City of Fowler.

Sincerely,

LOZANO SMITH



David J. Wolfe

DJW/sv

Encl.: Agreement



## **CITY OF FOWLER**

### **AGREEMENT FOR PROFESSIONAL LEGAL SERVICES AS CITY ATTORNEY**

THIS AGREEMENT is entered into effective July 1, 2019, between the CITY OF FOWLER, a municipal corporation ("City") and LOZANO SMITH, a professional corporation ("Attorney"). The term City shall also include all boards, commissions, and other bodies of the City.

#### **1. SCOPE OF WORK AND DUTIES**

City hires Lozano Smith, and appoints Scott G. Cross and Mary F. Lerner as principal attorneys acting as City Attorney and Assistant City Attorney, to render such legal services as are customarily rendered by a City Attorney, including attending meetings of the City Council, Planning Commission, Redevelopment Successor Agency, and other boards and bodies of the City, and its affiliated agencies, as directed by City. Representation shall include, but not necessarily be limited to, drafting and reviewing ordinances, resolutions and City agreements, and consulting with or advising City staff on legal issues that arise within their areas of operation, and generally advising the City Council and City staff concerning the legal affairs of City.

Attorney, as a full-service law firm, is prepared to, and will, provide representation to City in all of its legal affairs, including, but not limited to, municipal law, tort defense, labor representation, criminal prosecution, redevelopment, finance, franchising, contract representation and other matters, except where conflicts exist or where the City Council may otherwise direct. Attorney shall represent City in initiating and defending all litigation unless otherwise directed by the City Council.

All of these duties shall be performed, as directed by the City Council, and Attorney will keep the City Council and the City Manager informed as to the progress and status of all pending matters. All legal services can be authorized only by the City Council or the City Manager. Attorney will manage and control the delivery of legal services in a competent, professional, and cost-effective manner. Where appropriate, Attorney may from time to time recommend the use of special counsel. In that event, Attorney shall coordinate the work of special counsel. Notwithstanding the foregoing, it is expressly understood that Attorney shall not be responsible for any pending litigation matter(s) until Attorney has specifically appeared in the matter as attorneys of record on behalf of City.

#### **2. CITY DUTIES**

City agrees to provide such information, assistance, cooperation, and access

to books, records, and other information, as is necessary for Attorney to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to pay in a timely manner for Attorney's bills for fees, costs, and expenses.

### 3. LEGAL FEES, BILLING PRACTICES, AND PERSONNEL

City shall compensate Attorney for legal services provided within the scope of work and duties as follows:

- From July 1, 2019 through June 30, 2020, City shall pay to Attorney: \$200.00 per hour for attorney services; \$100.00 per hour for paralegal and law clerk services; and a flat rate of \$650.00 per meeting for attendance at regularly scheduled City Council and Planning Commission meetings.
- From July 1, 2020 through June 30, 2021, City shall pay to Attorney: \$205.00 per hour for attorney services; \$100.00 per hour for paralegal and law clerk services; and a flat rate of \$650.00 per meeting for attendance at regularly scheduled City Council and Planning Commission meetings.
- From July 1, 2021 through June 30, 2022, City shall pay to Attorney: \$210.00 per hour for attorney services; \$100.00 per hour for paralegal and law clerk services; and a flat rate of \$650.00 per meeting for attendance at regularly scheduled City Council and Planning Commission meetings.

In addition to paying legal fees, City shall reimburse Attorney for customary and reasonable costs and expenses incurred by Attorney in the course of providing legal services to City. Costs will include, but are not limited to, all third party expenses, duplicating, long distance telephone, postage charges, delivery charges, computerized legal research, facsimile charges, and filing fees.

Attorney shall render to City a statement for fees for services and costs incurred every calendar month. City shall pay Attorney's statement within thirty (30) days after issuance of each statement. Each statement shall clearly indicate the basis of the fees, including the working attorney, hours worked, hourly rate (or flat meeting rate) and a brief description of the work performed, and a description of costs charged.

The City Attorney will exercise discretion to use whichever attorneys, paralegals and staff that he/she determines best suited to the rendering of legal services in a competent and economically efficient manner.

### 4. THIRD PARTY COSTS AND EXPENSES

Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). Upon advance City Manager approval and proper documentation, City shall pay directly or reimburse Attorney for directly incurred out-of-pocket disbursements, costs, and expenses of providing said services.

### 5. INDEPENDENT CONTRACTOR/LAWFUL PERFORMANCE

Attorney shall perform all legal services required under this Agreement as an

independent contractor. Attorney shall fully comply with the provisions of law regarding performance of this Agreement, including but not limited to, laws regarding licensure, professional canons of ethics and conflict of interest statutes, rules and regulations. Attorney must certify and comply with the following: (a) that Attorney has no ethical or legal conflicts which would in general disqualify Attorney from representing City; (b) that Attorney will refrain from initiating any legal action against City (or their respective officers, agents and employees in their official capacity as such) by way of complaint or cross-complaint during the term of this Agreement or any services rendered pursuant thereto, whichever later occurs; and (c) that Attorney will promptly disclose upon knowledge or discovery of any specific facts which would or could potentially disqualify Attorney from representing City pursuant to this Agreement.

#### 6. HOLD HARMLESS

Attorney agrees to protect indemnify and save harmless City against all claims, demands and causes of action by Attorney's employees or third parties on account of personal injuries or death or on account of property damages arising out of the work to be performed by Attorney hereunder and resulting from the negligent acts or omissions of Attorney, Attorney's agents, employees or subcontractors.

#### 7. INSURANCE

Attorney shall procure and maintain, at its sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance and professional liability insurance against all claims for injuries against persons or damages to property resulting from Attorney's negligent acts or omissions rising out of or related to Attorney's performance under this Agreement. The minimum amount of such insurance shall be \$1,000,000. Attorney shall also carry Workers' Compensation Insurance in accordance with applicable laws of the State of California. Such coverage shall be maintained in effect during the term of this Agreement and shall not be subject to reduction in coverage below the limits established, nor shall the insurance be canceled or terminated without thirty (30) days prior written notice to City.

#### 8. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect until June 30, 2022. City may discharge Attorney at any time. Attorney may withdraw from City's representation at any time, to the extent permitted by law and the rules of Professional Conduct, upon at least thirty (30) days written notice. Upon notice of discharge or withdrawal, Attorney shall deliver all documents and records of City to City and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

#### 9. NOTICE

Any notice required by law or by this Agreement shall be deemed delivered upon personal delivery or when deposited in the United States Mail, postage prepaid, and addressed as described below or to any subsequently noticed change or address, whichever applies:

City Council  
CITY OF FOWLER  
128 South 5th Street  
Fowler, CA 93625

Scott G. Cross/ Mary F. Lerner  
LOZANO SMITH  
7404 North Spalding Avenue  
Fresno, CA 93720

10. EFFECTIVE DATE

This Agreement shall be effective July 1, 2019.

11. ASSIGNMENT

This Agreement shall not be assigned by Attorney without prior written consent of City.

12. MAKING OF AGREEMENT

No member of Attorney who is a public official has participated in his/her official capacity with City in the discussion, negotiation, or making of this Agreement, nor has any member of Attorney advised the City Council, any member thereof, or any member of City's staff with regard to this Agreement. City has not sought advice from any member of the Attorney firm with regard to this Agreement and understands that such advice cannot and will not be provided to City by any member of the Attorney firm.

13. SUPERSESSION

This Agreement supersedes any and all prior agreements or amendments thereto entered into for City Attorney services between City and Attorney.

**CITY**

CITY OF FOWLER

By: \_\_\_\_\_  
David Cardenas, Mayor

Date: June \_\_\_\_, 2019

ATTEST:

By: \_\_\_\_\_  
Jeannie Davis, City Clerk

Date: June \_\_\_\_, 2019

**ATTORNEY**

LOZANO SMITH

By: Karen M. Rezendes  
Karen M. Rezendes

Date: June 11, 2019

By: Scott G. Cross  
Scott G. Cross

Date: June 11, 2019

By: Mary F. Lerner  
Mary F. Lerner

Date: June 11, 2019





ITEM 12D

Gustavo M. Corona, CPA  
Scott A. Faeth, CPA  
Christina J. Zakarian, CPA

◆◆◆  
Thomas R. Borchardt, CPA  
Consultant

April 17, 2019

City of Fowler  
Attn: Randy Uyeda, City Finance Director  
128 South Fifth Street  
Fowler, CA 93625

We are pleased to confirm our understanding of the services we are to provide the City of Fowler for the years ended June 30, 2018, 2019 and 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Fowler as of and for the year ended June 30, 2018, 2019 and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Fowler's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Fowler's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Comparison of Budget to Actual for the General Fund
- 3) Comparison of Budget to Actual for Major Special Revenue Funds.
- 4) Measure C Compliance Report.
- 5) TDA funds analysis of street and road expenditures to assist TDA auditors.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Fowler's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Fowler Public Financing Authority

#### Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the

City of Fowler's financial statements. Our report will be addressed to management and the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies and if applicable, pass-through entities of the City of Fowler. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Fowler's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

#### **Other Services**

We will also assist in preparing the financial statements of the City of Fowler in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to

fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Borchardt, Corona, Faeth & Zakarian and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Oversight Agencies or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Borchardt, Corona, Faeth & Zakarian personnel. Furthermore, upon request, we may provide copies of selected audit documentation to appropriate Oversight Agencies or its designee. The Oversight or Regulatory Agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.



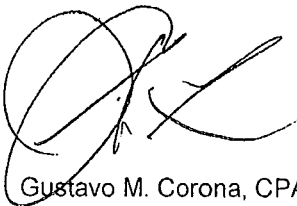
We expect to begin our audit on a time to be determined and to issue our reports based on a date to be determined. Gus Corona is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs such as report reproduction, word processing, postage, travel, copies, telephone, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit

We appreciate the opportunity to be of service to the City of Fowler and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BORCHARDT, CORONA, FAEHT & ZAKARIAN



Gustavo M. Corona, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Fowler

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**POWELL & SPAFFORD, INC.**  
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA (Ret.)  
Patrick D. Spafford, CPA

Licensed by the California Board of Accountancy  
Member American Institute of Certified Public Accountants

### **Report on the Firm's System of Quality Control**

To Borchardt, Corona & Faeth Accountancy Corporation  
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Borchardt, Corona & Faeth Accountancy Corporation (the firm) in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

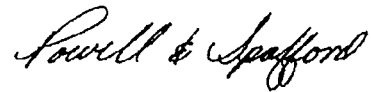
#### **Required Selections and Considerations**

Engagements selected for review included an audit of an employee benefits plan and engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Borchardt, Corona & Faeth Accountancy Corporation in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Borchardt, Corona & Faeth Accountancy Corporation has received a peer review rating of *pass*.

A handwritten signature in cursive script, reading "Lowell & Spafford".

September 18, 2017



Gustavo M. Corona, CPA  
Scott A. Faeth, CPA  
Christina J. Zakarian, CPA  
◆◆◆  
Thomas R. Borchardt, CPA  
Consultant

June 12, 2019

City of Fowler  
Attn: Randy Uyeda, City Finance Director  
128 South Fifth Street  
Fowler, CA 93625

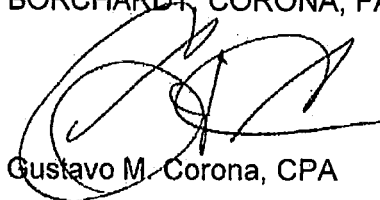
Per your request, the following is a list of hourly rates by staff classification that would be charged for our audit engagement for the City of Fowler and The Fowler Financing Authority.

<u>Staff Classification</u>	<u>Standard Rate</u>	<u>City of Fowler Discounted Rate</u>
Partner	\$235	\$185
Manager	\$140	\$110
Senior	\$105	\$84
Staff	\$85	\$65
Clerical	\$55	\$45

If you have any questions, please do not hesitate to contact me.

Sincerely,

BORCHARDT, CORONA, FAETH & ZAKARIAN



Gustavo M. Corona, CPA

DATE: June 18, 2019  
TO: City Council  
SUBMITTED BY: Jean M. Rousseau, County Administrative Officer  
SUBJECT: Homelessness Priorities 2019

RECOMMENDED ACTION(S):

**Approve Resolution No. 2019-2434 A Resolution of the City Council of the City of Fowler in Support of the County of Fresno Homelessness Priorities for Calendar year 2019**

Approval of the recommended action will show the City's support for the County's priorities to reduce homelessness countywide.

ALTERNATIVE ACTION(S):

There are no alternative actions.

FISCAL IMPACT:

There is no Net County Cost associated with the recommended action, because this is simply a resolution of support for the County's priorities and in not a commitment to implement or approve any specific action at this time. County services are provided to homeless individuals through various resources. Since FY 2016-17, the Board of Supervisors has allocated \$100,000 for the offset of county department costs associated with homeless cleanup activities.

DISCUSSION:

The County has met with cities and used the input provided by city representatives and the County's Departments of Behavioral Health, Public Health and Social Services, to create a list of priorities to strategically address homelessness countywide.

Approval of the recommended action will confirm the City's support to adopt the County's Homelessness Priorities for Calendar Year 2019, which address jurisdictional boundaries, transportation, outreach, housing, data, direct services, and the preservation of public health and public safety. The recommended priorities are intended to be a comprehensive list (County and 15 cities) that is a living document, updated as necessary based on data-driven outcomes or at least once a calendar year.



**RESOLUTION NO. 2019 - 2434**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER IN  
SUPPORT OF THE COUNTY OF FRESNO HOMELESSNESS PRIORITIES  
FOR CALENDAR YEAR 2019**

**WHEREAS**, on June 4, 2019, the County of Fresno approved Resolution No. 19-236, adopting a list of 14 priorities to serve as the basis/plan to address homelessness countywide; and

**WHEREAS**, the County, recognizing the need for the County and incorporated cities to work together to address homelessness, has requested that the 15 incorporated cities adopt a resolution in support of the County priorities; and

**WHEREAS**, the City of Fowler recognizes that homelessness is a countywide problem that is best addressed collaboratively.

**NOW, THEREFORE, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

1. The City of Fowler supports the County's priorities.
2. The City of Fowler agrees to work collaboratively in conjunction with the other incorporated cities and the County of Fresno to address homelessness countywide.

The foregoing resolution was approved at a regular meeting of the City Council of the City of Fowler held on the 18th day of June, 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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David Cardenas, Mayor

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Jeannie Davis, City Clerk



**County of Fresno**  
**Board of Supervisors**  
**Minute Order**

Hall of Records, Room 301  
2281 Tulare Street  
Fresno, California  
93721-2198  
Telephone: (559) 600-3529  
Toll Free: 1-800-742-1011  
[www.co.fresno.ca.us](http://www.co.fresno.ca.us)

**June 4, 2019**

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**Present:** 5 - Chairman Nathan Magsig, Vice Chairman Buddy Mendes, Supervisor Steve Brandau, Supervisor Brian Pacheco, and Supervisor Sal Quintero

Agenda No. 8.

Administrative Office - Confidential

File ID: 19-0690

**Re:** Adopt Resolution establishing the Homelessness Priorities for Calendar Year 2019, which will serve as the basis to address homelessness countywide

**A MOTION WAS MADE BY VICE CHAIRMAN MENDES, SECONDED BY SUPERVISOR BRANDAU, THAT THIS MATTER BE APPROVED AS RECOMMENDED. THE MOTION CARRIED BY THE FOLLOWING VOTE:**

**Ayes:** 5 - Magsig, Mendes, Brandau, Pacheco, and Quintero

Resolution No. 19-236

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BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF FRESNO  
STATE OF CALIFORNIA

IN THE MATTER OF ADOPTING )  
HOMELESSNESS PRIORITIES FOR )  
CALENDAR YEAR 2019 )

RESOLUTION NO. 19-236

WHEREAS, the County of Fresno has undertaken multiple efforts at the local level to combat homelessness; and

WHEREAS, the County of Fresno seeks to establish a basis/plan to address homelessness countywide; and

WHEREAS, the County of Fresno is charged with the preservation of public health and public safety in the County; and

WHEREAS, on December 4, 2018, the County of Fresno declared a shelter crisis pursuant to California Government Code, section 8698.2, which did not eliminate the County's procurement process for funds awarded to service providers; the declaration shall expire December 3, 2019 unless reauthorized by the Board of Supervisors; and

WHEREAS, the County of Fresno has met with cities and used the input provided by city representatives and the County's Departments of Behavioral Health, Public Health, and Social Services to compile list of priorities to strategically address homelessness countywide.

NOW, THEREFORE, BE IT RESOLVED by the Fresno County Board of Supervisors that the following list of priorities will serve as the basis/plan to address homelessness countywide:

1. Address jurisdictional overlaps (local, State, Federal, and private) collaboratively.
2. Increase transportation to outpatient programs and regular prenatal/medical care for pregnant and parenting women and children who are homeless.
3. Roving formalized coordinated community outreach and in conjunction with law enforcement, through Fresno Madera Continuum of Care or otherwise, to ensure that efforts are aligned and data is tracked.

- 1 4. Assistance to build housing stock, increasing safe overnight housing (24-48 hours), and a
- 2 centralized approach to single room occupancy units.
- 3 5. Priority access to emergency housing for pregnant and parenting women and their children
- 4 also families with children with significant medical issues as it is difficult to manage the
- 5 continuum of care when the family is homeless.
- 6 6. Real time accurate number of shelter beds available and increase the number of non-faith
- 7 based shelters.
- 8 7. Additional "wet" shelters that do not require the person to participate in a program, person
- 9 can be high or drunk to use the facility and not be turned away.
- 10 8. Education regarding available services and shareable system to track linkages
- 11 9. Improved data on the homeless such as length of homelessness (acute vs chronic), cause
- 12 of the homelessness, is it a family, individual, minor without family support.
- 13 10. A formalized assessment of housing and shelter needs in rural communities.
- 14 11. Strong centralized structure for homeless funding and service decisions and expanded
- 15 distribution of funding opportunities.
- 16 12. Comprehensive case management for homeless clients and improved access to primary
- 17 healthcare and medication for chronic diseases; perhaps partnering with Federally Qualified
- 18 Health Clinic or UC San Francisco.
- 19 13. Increased substance use disorder services and mental health services throughout county.
- 20 14. Enforce ordinances that address hazardous or unsanitary conditions, which constitute fire,
- 21 health, and/or safety risks.

22 BE IT FURTHER RESOLVED that said list is a living document, to be updated as necessary  
23 based on data-driven outcomes or at least once a calendar year.

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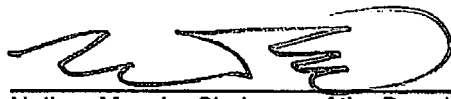
1 THE FOREGOING, was passed and adopted by the following vote of the Board of Supervisors  
2 of the County of Fresno this 4th day of June, 2019, to wit:

3  
4 AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero

5 NOES: None

6 ABSENT: None

7 ABSTAINED: None

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

12 **ATTEST:**

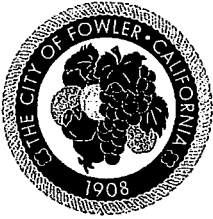
13 Bernice E. Seidel

14 Clerk of the Board of Supervisors

15 County of Fresno, State of California

16 By: Susan Bishop

17 Deputy  
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## CITY OF FOWLER

### COMMITTEE/COMMISSION APPLICATION FORM

RECEIVED  
JUN 10 2019

BY: .....

**ITEM 13**

I hereby request that I be considered as a nominee for the following City Commission or Committee:

PLEASE CHECK ONE

- ☐ Planning Commission - Applicant must reside within the incorporated Fowler City limits, or approved Sphere of Influence
- ☒ Recreation Commission - Applicant must reside within the incorporated Fowler City limits, approved Sphere of Influence, or within the jurisdictional boundaries of the Fowler Unified School District
- ☐ Design Review Committee (DRC) - 2 at-large applicants with a design or architectural background, 3 applicants must reside within the incorporated Fowler City limits or approved Sphere of Influence

Name Henrietta Martin

Address \_\_\_\_\_ Email address: \_\_\_\_\_

Home/cell Telephone No. \_\_\_\_\_ Business No. \_\_\_\_\_

I am employed by retired My position is \_\_\_\_\_

I have been a registered voter in the City of Fowler or City of \_\_\_\_\_ for 35 years.  
Are you a United States Citizen? Yes X No \_\_\_\_\_. Have you ever been convicted of a felony? Yes \_\_\_\_\_ No X. (If "yes", please explain the nature of the felony conviction on a separate sheet of paper and attach to this application form).

Please state your educational background. (Optional)

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Please list any organizations of which you are a member and any offices you have held in those organizations.

Member of Fowler Improvement Association

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I am interested in serving for the following reasons (Please list any qualifications):

F.I.A. Committee Service

References (Optional):

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Please return your completed application to the City Clerk, 128 S. 5<sup>th</sup> Street, Fowler, California, 93625.

**POLICY REGARDING APPOINTMENT OF INDIVIDUALS TO SERVE ON ADVISORY BODIES SUCH AS COMMISSIONS AND COMMITTEES FOR THE CITY OF FOWLER:**

1. Qualified applicants are invited to submit an application to an advisory body. Commissioners, committee and board members are invited to contact and encourage qualified applicants to apply for appointment, and are encouraged to submit their suggestions for nominees directly to City Councilmembers. The City Clerk or City Manager will receive the committee/commission applications on behalf of the City Council and place them on file for consideration at the proper time.
2. All nominees will be asked to complete a brief application form.
3. The City Council may screen nominees as a body of the whole or reserve the option to establish a screening committee from its membership. The City Council may interview nominees for positions.
4. Incumbent Commissioners are encouraged and invited to indicate in writing their interest in reappointment, to the City Clerk, or directly to the City Council.
5. When vacancies occur, notice shall be posted in accordance with law. Vacancy notices will be placed on the public notice board at City Hall, the Fowler Library and other appropriate places.
6. Upon conclusion of the process, the selected applicant(s) will be appointed by the Mayor, subject to the consent of the Council, in accordance with the Fowler Municipal Code, except DRC members will be appointed by the City Manager upon City Council recommendation.
7. This policy is adopted to satisfy the requirements of Government Code Section 54970 et seq.