



**FOWLER CITY COUNCIL MEETING  
AGENDA  
TUESDAY, JULY 19, 2022  
7:00 P.M.  
CITY COUNCIL CHAMBER  
128 SOUTH 5TH STREET  
FOWLER, CA 93625**

In compliance with the Americans with Disabilities Act, if you need assistance or accommodations to access the City Council Chambers or participate in this meeting, please contact the Clerk at (559) 834-3113 x102. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you may attend in person, you may appear by telephone as described below, or you may submit written comments via email to [avasquez@ci.fowler.ca.us](mailto:avasquez@ci.fowler.ca.us). Please include your name and reference the agenda item you are commenting on, if any. Written comments received that do not specify an agenda item will be marked for the general public comment portion of the agenda. Emails received by 8:00 am on the date of the meeting will be provided to the City Council at the meeting and made part of the record of proceedings but will not be read aloud.

En cumplimiento con la Acta de Americanos con Discapacidades si necesita asistencia o adaptaciones para acceder a las Cámaras del Concejo de la Ciudad o participar en esta reunión, comuníquese con el secretario de la ciudad al (559) 834-3113 x102. También puede ponerse en contacto con el secretario si necesita servicios de traducción. La notificación al menos 48 horas antes de la reunión permitirá a la Ciudad hacer arreglos razonables para garantizar la accesibilidad.

Consistent with Government Code 54953 as amended by AB 361, and City Council Resolution No. 2522, this meeting may be accessed by members of the public or City Council members via Zoom.

**The telephone number and Zoom link listed below will provide access to the meeting via teleconference or video conference.**

<https://us06web.zoom.us/j/86789481273?pwd=WGZJVUdscjIVUkxSYURnN1I3QVlnQT09>

**Telephone Number: (253) 215-8782**

**Meeting ID: 867 8948 1273**

**Passcode: 534493**

**Persons accessing the meeting will have an opportunity to provide comments at appropriate times during the meeting. To speak during a public comment period, press \*9 on your phone to raise your hand or click “raise hand” in the webinar. At the appropriate time, you will be prompted to unmute yourself, and asked to identify yourself when providing public comment.**

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.fowlercity.org](http://www.fowlercity.org).

Resolutions and Ordinances - 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.

1. Meeting Called to Order
2. Roll Call
3. Invocation by Pastor Raul Moreno of Fowler Baptist Church
4. Pledge of Allegiance
5. General Administration
  - 5-A. City Manager's Office
    - i. APPROVE an Agreement for Fire Protection Services with Fresno County Fire Protection District for July 21, 2022 through June 30, 2025 in the amount of \$675,000 with annual escalations
  - 5-B. Planning
    - i. WORKSHOP on an Economic Development Administration grant
    - ii. INTRODUCTION of Ordinance 2022-05 amending Title 4, Chapter 4, Article 2 of the Fowler Municipal Code regarding the parking of vehicles, towing of parked vehicles, and parking citations; and the repeal of Title 4, Chapter 4, Article 5 regarding trains (Item to be continued to August 2, 2022 City Council meeting)
  - 5-C. City Council
    - i. APPROVE Resolution No. 2578, a Resolution of the City Council of the City of Fowler calling for and giving notice of the holding of a Special Municipal Election to be consolidated with the regularly scheduled general municipal election to be held on November 8, 2022, to present to voters a measure to adopt an ordinance enacting a 0.275% special transactions and

use tax increase; requesting consolidation thereof with the statewide general election to be held on the same date; requesting that the Fresno County Board of Supervisors authorize the Fresno County Clerk to render specified services to the City of Fowler relating to the conduct of the Special Municipal Election; and approving the proposed ballot measure description.

6. Public Comment

*This portion of the meeting is 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.*

7. Consent Calendar

*Items on the Consent Calendar are considered routine and include a recommended action from Staff and shall be acted on by one motion of the Council. If a Councilmember requests additional information or would like to pull an item for discussion, that item shall be pulled from the Consent Calendar and acted upon separately. A Councilmember may register an action on an individual item without pulling the item from the Consent Calendar. A motion to approve the Consent Calendar is deemed to include a motion to waive the full reading of any ordinance or resolution on the Consent Calendar. For adoption of ordinances, only those which received a unanimous vote of the Councilmembers present at introduction shall be eligible for placement on the Consent Calendar.*

7-A. RATIFY Warrants for July 19, 2022

7-B. APPROVE Minutes of the July 5, 2022 Special City Council Meeting

7-C. APPROVE Resolution No. 2579, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361 (City Attorney)

7-D. APPROVE renewal of existing Fresno County Sheriff's Office agreement for law enforcement dispatching services for the City of Fowler (Police)

7-E. APPROVE an agreement with the Fresno County Rural Transit Agency to provide limited uniformed patrol services for the time period of July 1, 2022 – June 30, 2023 in an amount not to exceed \$10,000 and authorize the City Manager to execute the agreement (Police)

7-F. APPROVE donation request from Fowler Boy Scouts Troop 390 in the amount of \$1,000 for Fiscal year 2022-23 (Recreation)

8. Contested Consent Calendar – Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.

9. Staff Communications (City Manager)

10. Councilmember Reports and Comments
11. Closed Session
  - 11-A. Government Code Section 54957  
Public Employee Appointment/Employment  
Title: Chief of Police
  - 11-B. Government Code Section 54957.6  
Conference with labor negotiators  
Agency designated representatives: City Manager and City Attorney  
Unrepresented employee: Chief of Police
  - 11-C. Government Code Section 54956.9  
Conference with legal counsel  
Significant exposure to litigation pursuant to subsections (2) or (3) of subdivision (d) of Section 54956.9  
One case
12. Adjourn

*Next Ordinance No. 2022-06*  
*Next Resolution No. 2580*

*CERTIFICATION: I, Angela Vasquez, Deputy City Clerk of the City of Fowler, California, hereby certify that the foregoing agenda was posted for public review on Thursday, July 14, 2022.*

*Angela Vasquez*

*Angela Vasquez*  
*Deputy City Clerk*



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 5-Ai

### **REPORT TO THE CITY COUNCIL**

July 19, 2022

**FROM** WILMA TUCKER, City Manager

### **SUBJECT**

APPROVE an Agreement for Fire Protection Services with Fresno County Fire Protection District for July 21, 2022 through June 30, 2025 in the amount of \$675,000 with annual escalations.

### **RECOMMENDATION**

Staff recommend the City Council approve an Agreement for Fire Protection Services with Fresno County Fire Protection District for July 21, 2022 through June 30, 2025 in the amount of \$675,000 with annual escalations.

### **BACKGROUND**

This item was discussed at the June 7, 2022 and July 5, 2022 City Council meetings. Please refer to those staff reports for additional information.

Based on direction given at the July 5, 2022 City Council meeting, Staff met with Fresno County Fire Protection District staff and made refinements to the agreement's termination clause. If approved, the agreement must remain in place for at least one year - until June 30, 2023. After that date, the City may terminate the Agreement for convenience (for any reason or no reason at all) at any time by providing at least six-months written notice.

If approved by City Council, this item would be brought forward for consideration by the Fresno County Fire Protection District Board of Directors at their regularly scheduled meeting on July 20, 2022 and if approved services would begin at 12:01 a.m. on July 21, 2022.

## **ENVIRONMENTAL REVIEW**

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

## **FISCAL IMPACT**

General Fund, Measure N, and Utility Users Tax revenues will be used to fund this agreement. A budget amendment resolution will be brought forward at a future meeting.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

Attachment

- Agreement

**FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND  
THE CITY OF FOWLER  
AGREEMENT FOR FIRE PROTECTION SERVICES**

This Agreement For Fire Protection Services ("Agreement") is entered into and effective on July 21, 2022, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the City of Fowler (hereinafter referred to as "City").

**RECITALS**

WHEREAS, the parties to this Agreement have the common power to provide fire protection services and desire to jointly exercise said power pursuant to this Agreement and authority granted under Section 6500, et seq., of the California Government Code, and

WHEREAS, the parties intend that this Agreement shall pertain to the areas within the City limits referred to herein as the "City Service Area", and

WHEREAS, the City desires to enhance fire protection, medical aid, and rescue services to the citizens within the City Service Area.

**AGREEMENT**

NOW THEREFORE, the parties agree:

**SECTION I: PURPOSE AND SCOPE**

A. The purpose of the Agreement is to arrange for the District, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") see attached Exhibit "A", with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide the City with Fire Protection, Medical Services, and Rescue Service, (hereinafter referred to as "Fire Protection Services") in the City Service Area.

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide Fire Protection Services. The parties hereto understand and agree that the Fire Protection Services to be provided under this Agreement must be consistent with the terms and conditions of the CAL FIRE Agreement, that no services may be provided by the District under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement, and

that the District is under no obligation to provide services under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement.

B. The scope of the Agreement is for the District to provide Fire Protection Services to the City within the City Service Area. The District agrees to automatically respond with the nearest available fire unit(s) to the following types of emergency incidents within the City Service Area in the same manner and degree as that which is provided within the District's jurisdiction as set forth in Exhibit "B" attached hereto:

1. Fire incidents
2. Medical incidents
3. Vehicle accidents
4. Multi-casualty incidents
5. Hazardous materials incidents
6. Confined space rescue incidents
7. Any other mutual agreed to response services

## SECTION II: DESIGNATION OF FIRE CHIEF

A. The District Fire Chief appointed by the Board of Directors of the District, or his designee, (hereinafter referred to as "Fire Chief") shall represent the District during the period of this Agreement and the Fire Chief shall, under the supervision and direction of the District's Board of Directors, have charge of the organization described in Exhibit "C", attached hereto and made a part hereof, for the purpose of providing the Fire Protection Services as deemed necessary to satisfy the needs of both the District and City, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Protection Services.

B. The City shall assign a designee as the City contract representative ("City of Fowler Representative"). The Fire Chief shall communicate with the City of Fowler Representative for directing the Fire Protection Services provided to City. No City personnel, officers, agents' representatives, or employees are deemed employees of District as a consequence of this Agreement.

C. The District will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Protection Services as agreed upon herein.

## SECTION III: PAYMENT FOR SERVICES

A. For the first year of the term of this Agreement, the City shall pay the District for Fire Protection Services an annual fee of \$675,000 (Six-hundred, seventy-five thousand dollars). The District will invoice the City for 50% of the annual fee in July and

Agreement for Fire Protection Services

City of Fowler

July 21, 2022 to June 30, 2025

2 of 11



January. The City shall pay the invoice within thirty (30) days after receipt thereof. The first invoice will be provided to the City on or around July 31, 2022.

B. After the first year of the term of this Agreement and any following term extensions, the City shall pay an annual fee to the District for Fire Protection Services pursuant to this Agreement as set forth in the example calculations found in Exhibit "D" attached hereto, as annually adjusted ("Total Contract Amount"). The District will invoice the City for 50% of the Total Contract Amount in July and January of each year. The City shall pay the invoice within thirty (30) days after receipt thereof.

C. The City may reimburse the District with "fire equipment" (PPE, extrication tools, fire hose, etc.) to offset a portion of the Total Contract Amount in any given year. The "fire equipment" reimbursement in-lieu of payment shall be mutually agreed upon in writing by both parties.

D. If the City fails to pay the Total Contract Amount, the District shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify the City of Fowler Representative, in writing, specifying the services to be reduced.

E. The Fire Chief is authorized to negotiate and execute any adjustments to Exhibit "D" of this Agreement on behalf of the District without further authority from the District's Board of Directors. The City of Fowler Representative shall, under the supervision and direction of the Fowler City Council, be authorized to execute adjustments to Exhibit "D" on behalf of the City.

#### SECTION IV: INITIAL TERM, RENEWAL AND EARLY TERMINATION

A. The term of this Agreement shall be from **July 21, 2022 to June 30, 2025**. This Agreement shall be extended by an additional term of twelve (12) months from July 1, 2025 to June 30, 2026 ("Extension Term"), unless either party provides notice of non-renewal not later than April 1, 2025.

B. The Scope of Services, Exhibit "B" attached hereto, and the Total Contract Amount calculations shall apply to the Extension Term unless the parties agree in writing to a modification. The City shall give the District written notice not later than April 1, 2025 of whether the City intends to change the level of Fire Protection Services from that provided by this Agreement. The District shall give the City written notice not later than April 1, 2025 of any proposed changes in the annual fee or Total Contract Amount calculations and an updated Exhibit "D" for FY 2025-26.

C. If a notice of non-renewal is given unilaterally by either the District or City, the District agrees to continue to provide Fire Protection Services to the City, for up to

one year from the date of the notice of non-renewal to provide the City a reasonable opportunity to implement alternative Fire Protection Services. The Scope of Services, Exhibit "B" attached hereto, and the Total Contract Amount calculations shall apply to the non-renewal notice term unless the parties agree in writing to a modification.

D. During the initial term, the City shall give the District written notice anytime the City intends to change the level of Fire Protection Services from that provided by this Agreement.

E. Notwithstanding any provision to the contrary herein, after June 30, 2023, the City shall have the right to cancel or terminate this Agreement in whole, at any time upon six (6) months' written notice to the District Fire Chief.

#### SECTION V: AUTHORITY FOR COMMAND AND CONTROL

The City shall grant the District authority to act on its behalf for the response, control and mitigation of Fire Protection Services incidents. The District shall respond and assume command and control of Fire Protection Services incidents occurring within the City Service Area.

#### SECTION VI: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, the District may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. If using City equipment and personnel (i.e., Public Works, Police, etc.) under the terms of this Agreement, the District shall, on request of the City, bring such an action for collection of costs incurred by the City. In such a case the City hereby appoints and designates the District as its agent in said collection proceedings. In the event of recovery, the District shall apportion to the City its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees. In all such instances, the District shall give timely notice of the possible application of Health and Safety Code Section 13009 to the City of Fowler Representative.

#### SECTION VII: PROPERTY ACCOUNTING

All personal property provided by the City and by the District for the purpose of providing Fire Protection Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the District for the segregation, care, and use of the respective property of each.

#### SECTION VIII: INDEMNIFICATION

A. The District and the City hereby agree to indemnify, defend and hold the other party, its governing board or council, officials, officers, employees, agents, attorneys and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of the indemnifying party or its subcontractors relating to the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the non-indemnifying party's sole negligence or willful misconduct, subject to any limitations imposed by law. The District and the City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

B. Prior to commencement of the Fire Protection Services, the City and District shall each take out and maintain at its own expense liability insurance coverage in an amount of not less than ONE MILLION dollars (\$1,000,000.00) naming each other as an additional insured for the performance under this Agreement. Each party shall provide the other with a Certificate of Insurance showing proof of such coverage.

#### SECTION IX: AUDIT

The District and City each agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The District and City each agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### SECTION X: DISPUTES

The City of Fowler Representative shall be available for contract resolution or policy intervention with the District, when, upon determination by the Fire Chief that a situation exists under this Agreement in which a decision to serve the interest of the City has the potential to conflict with the District interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not resolved within ten (10) working days shall be brought to the attention of the City of Fowler Representative.

Disputes that are unable to be resolved by the City and the District representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Fresno.

#### SECTION XI: ATTORNEY'S FEES

If City fails to remit payments for services rendered pursuant to any provision of this Agreement, the District may seek recovery of the payment owed plus reasonable fees incurred in attempting to collect the payment through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between the District and the City to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party in such action agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration or litigation.

## SECTION XII: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
Fire Chief  
210 S. Academy Ave.  
Sanger, CA 93657

CITY OF FOWLER  
City Manager  
128 S. 5th Street  
Fowler, CA 93625

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

## SECTION XIII: PERFORMANCE REPORTING

At least annually but also upon request by the City, the District shall provide the following performance measures specific to the City's Service Area:

- A. Total Response Time – The time interval between 911 notification at the command center and arrival of the first unit. Fire, EMS and Rescue Calls Measured at 90%.
- B. Number and Types of Calls for Service (Medical, Fire, MVA, Haz Mat, etc.).
- C. Number of civilian injuries or deaths due to fire.
- D. Provide sufficient data in support of routine Insurance Services Office fire suppression rating evaluations when needed.

## SECTION XIV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Protection Services. It may be amended or modified only upon the mutual written agreement of the parties hereto. This Agreement does NOT supplement other specific

agreements entered into by each party hereto for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services between the parties hereto.

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: \_\_\_\_\_

CITY OF FOWLER

\_\_\_\_\_  
Wilma Tucker  
City Manager

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Angela Vasquez  
Deputy City Clerk

\_\_\_\_\_  
Scott G. Cross  
City Attorney

Dated: \_\_\_\_\_

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

## **EXHIBIT A**

Link to CAL FIRE Agreement: [https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19\\_22-Signed.pdf](https://www.fresnocountyfire.org/wp-content/uploads/2022/05/Sched-A-Contract-4CA04406-FY19_22-Signed.pdf)

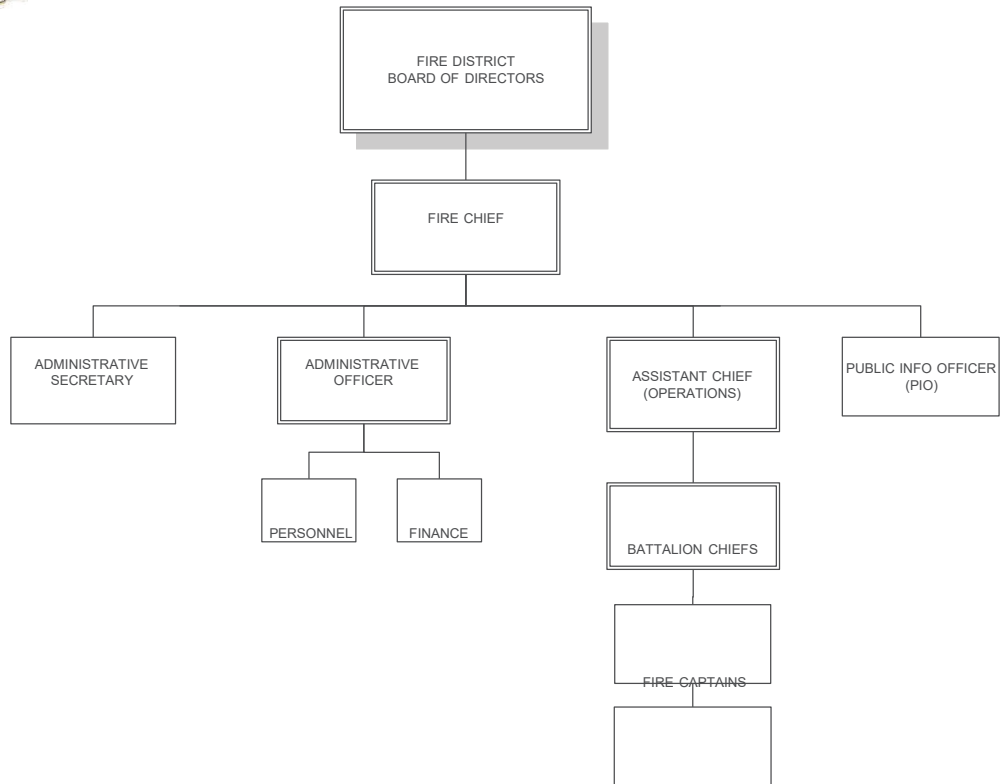
## EXHIBIT B

Fresno County Fire Protection District Standard Response Plan																
Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
FIRE	4		1	2	1						x		x	1	x	x
Structure	6		1	2	2						x		x	1	x	x
Structure Target Hazard	1															
Fire Alarm Residential	1or2											x				
Fire Alarm Commercial	1															
Refuse	2										x		x	1		
Vegetation (LRA)	See CALFIRE SRA Response						x^				x	x	x		x	x
Vegetation (SRA)	2			1				x								
Harvested Ag	1															
Improvement	1							x					x			
Farm Equipment	1															
Veh (pass. Pickup) LRA/SRA	2			1	1						x		x			x
Veh (big rig, bus) LRA/SRA	2			1	1				x	x	x	x	x		x	
Aircraft/Train	1												x			
Unknown Type/Reported Out	Duplicate 1st Alarm												x			
EACH Additional Alarm																
Other	1							x								x
Medical Aid/Industrial Accident	2							x			x	x				x
Pin-in/Multi-Cas	3	1	1		1		x				x					
Technical Rescue	2															
MVA	3			2	1		x				x					
MVA (bus, train)	1															
FMS/PSA	2				1						x					
Haz-mat Incident (MEN, PAR)	1															
Smoke Check	1					x	x	x	x	x	x	x				
Bomb Threat/Terrorism																

## EXHIBIT C



### *FRESNO COUNTY FIRE PROTECTION DISTRICT* *ORGANIZATIONAL CHART*



DUSTIN HAIL, FIRE CHIEF

01/04/2022

DATE

Agreement for Fire Protection Services  
City of Fowler  
July 21, 2022 to June 30, 2025  
10 of 11



## EXHIBIT D

The Total Contract Amount will be based on the City's annual net assessed valuation provided by the Fresno County Assessor's Tax Rate Book. Assessed valuation adjustments shall be made each year using the Fresno County Assessor's Tax Rate Book for the preceding fiscal year to determine the City's net assessed valuation. The net assessed valuation shall include the Secured Net Assessed Value and the Unsecured Net Assessed Value for the City. The District tax-rate is determined by using Tax Rate Area (TRA) # 095-000. The current District tax-rate for TRA #095-000 is .0009724.

Example Calculations for FY 2022-2023:

City of Fowler (FY 2021-2022 Net Assessed Value):	\$724,157,275
<u>Fresno County Fire Protection District Tax-Rate:</u>	<u>x 0.0009724</u>
Total Contract Amount for FY 2022-2023:	= \$704,170



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 5-Ci

### **REPORT TO THE CITY COUNCIL**

July 19, 2022

**FROM** SCOTT CROSS, City Attorney, and ANGELA VASQUEZ, Deputy City Clerk

### **SUBJECT**

APPROVE Resolution No. 2578, A resolution approving various actions related to a proposed special transactions and use tax ballot measure for the November 8, 2022, Special Municipal Election:

- a) Calling and giving notice of the November 8, 2022, Special Municipal Election to present to voters a measure to levy a special purpose transactions and use tax of 0.275%
- b) Requesting consolidation of the special election for the measure with the regularly scheduled Fowler general municipal election and the Statewide General Election to be held on the same date;
- c) Requesting that the Fresno County Board of Supervisors authorize the Fresno County Clerk to render specified services to the City of Fowler relating to the conduct of the special municipal election;
- d) Approving the proposed ballot measure description;

ATTACHMENTS: 1. Resolution No. 2578

### **RECOMMENDATION**

The City Council directed the City Attorney and staff to prepare a proposed resolution for the City Council to consider placing a special transactions and use (sales) tax measure on the November 8, 2022 ballot for the voters to decide. If Resolution No. 2578 is approved by a majority of the City Council, the special transactions and use tax measure will appear on the ballot for the November 8, 2022 election in the City of Fowler.

## BACKGROUND

At the June 21, 2022, City Council meeting the City Council directed the City Attorney and staff to prepare a proposed resolution for the Council to consider placing a special transactions and use tax increase measure of 0.275% for the Fowler Fire Department on the November 8, 2022 ballot for the voters to decide whether to approve the tax increase.

If the resolution calling the election for the special tax measure and approving the ballot question, the City Council will present the measure proposing a 0.275% increase to the existing Transactions and Use tax rate in the City of Fowler - a proposed increase to the maximum rate of 9.25% allowed State law. The proposed tax increase is for a special tax, which will require a 'yes' vote by 2/3 of votes cast by the voters of Fowler to be approved.

However, because this is a proposed special tax measure, Section 2(b) of Article XIII C of the California Constitution, added by Proposition 218, effective November 1996, does not require it be submitted to voters at a general election. If desired, a special tax measure could be submitted to voters at a special election. The next such special election date is in March 2023.

Moreover, a citizen initiative petition for a special tax measure for fire department funding is already underway. If the proponents of the citizen initiative gather enough signatures, the measure will appear on the November 8, 2022 ballot (if signatures are gathered and verified in time), or a special election may be called for March 2023 if the required signature gathering and verification does not meet the deadline for including the measure on the November 8, 2022 ballot. If the measure is placed on the ballot through the citizen initiative process, based on a recent court of appeal ruling on a special tax in Fresno, the special tax measure will be approved by a simple majority of 'yes' votes (50% + 1) cast at the election.

The proposed ballot question for the special transactions and use tax is included in Resolution No. 2578. The question complies with applicable provisions of the Elections Code (Sections 9, 9051, and 13247) which limit the text of a ballot question to no more than 75 words, including the title. The proposed question to be placed on the ballot for Council consideration is as follows:

**CITY OF FOWLER FIRE DEPARTMENT TAX MEASURE:** Shall an ordinance increasing the transactions and use tax rate in the City of Fowler by 0.275% be approved to generate approximately \$250,000 annually to be used only for fire department expenses such as fire station upgrades, equipment, and firefighter staffing costs, until ended by voters, subject to annual audits available to the public, with all funds being used only to fund fire protection services in the City of Fowler and benefitting Fowler residents?

YES ☐

NO ☐

The above proposed text may be modified by the City Council before approving Resolution No. 2578 but the text must not exceed 75 words. If the Resolution is approved, staff will return at a future City Council meeting to introduce an ordinance adding a new section to Chapter 5 of Title 3 of the Fowler Municipal Code relating to the proposed special Transactions and Use tax increase. The ordinance will be conditioned upon approval of the tax increase measure by the voters at the election.

## **ENVIRONMENTAL REVIEW**

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

## **FISCAL IMPACT**

The City incurs a cost every other year to conduct an election. The estimated cost to conduct the regularly scheduled election will be budgeted and accounted for in the 2022-23 budget. If a measure is placed on the ballot, additional costs will be incurred, but the increased amount is unknown at this time. Staff will return to the City Council with a budget amendment request if necessary.

If a special tax measure is placed on the ballot, and if it is approved by the voters, it is expected to raise approximately \$250,000 annually in additional revenue. Such additional revenue will be restricted to fire department and fire protection services in Fowler.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Resolution No. 2578

## **RESOLUTION NO. 2578**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A SPECIAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE REGULARLY SCHEDULED GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO PRESENT TO VOTERS A MEASURE TO ADOPT AN ORDINANCE ENACTING A 0.275% SPECIAL TRANSACTIONS AND USE TAX INCREASE; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE; REQUESTING THAT THE FRESNO COUNTY BOARD OF SUPERVISORS AUTHORIZE THE FRESNO COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF FOWLER RELATING TO THE CONDUCT OF THE SPECIAL MUNICIPAL ELECTION; AND APPROVING THE PROPOSED BALLOT MEASURE DESCRIPTION**

**WHEREAS**, applicable provisions of the Revenue and Taxation Code authorize the City to levy or increase a transactions and use tax for special purposes by ordinance after approval by super-majority 2/3 vote of the qualified electors of the City voting in an election on the issue; and

**WHEREAS**, the City Council met at its regularly scheduled meeting of June 21, 2022, to discuss and consider a potential special tax to fund the Fowler Fire Department and fire protection services in the City, and directed City staff to prepare materials for the Council to consider placement of a proposed ballot measure for a proposed 0.275% special tax increase to the City's current Transactions and Use Tax rate of 8.975%; and

**WHEREAS**, in accordance with applicable provisions of the California Constitution and California Elections Code the City Council desires to submit to the voters of the City of Fowler a ballot measure proposal for a special tax increase to the existing rate of the transaction and use tax in the City of Fowler by 0.275%, for a total rate of 9.25% (hereinafter the "Measure"); and

**WHEREAS**, if the Measure is approved by the voters, the 0.275% increase to the transactions and use tax will be a special tax, the revenue of which will be placed in a separate fund to pay for Fowler Fire Department and fire protection expenses; and

**WHEREAS**, Section 10401 of the Elections Code authorizes the Fresno County Board of Supervisors to consolidate the special municipal election for the Measure with the statewide general election scheduled for November 8, 2022; and

**WHEREAS**, the special tax increase Measure cannot be imposed without a super-majority 2/3 voter approval; and

**WHEREAS**, voter approval of the Measure increasing the City's transaction and use tax rate will require an ordinance amending the Fowler Municipal Code defining the rate and more completely describing the Measure and details of the special tax, which ordinance shall be prepared by the City Attorney so as to be enacted if the Measure is approved by the voters (hereinafter "Ordinance").

**NOW, THEREFORE**, the City Council of the City of Fowler hereby resolves as follows:

**SECTION 1.** Pursuant to Article XIII C, Section 2(d) of the California Constitution, Section 53724 of the Government Code, and applicable provisions of the Elections Code, the City Council of the City of Fowler hereby calls and orders an election at which the Measure relating to the increase of the City's transactions and use tax shall be submitted to the qualified voters of the City.

**SECTION 2.** The City Council requests the Fresno County Board of Supervisors to consolidate the special municipal election for this Measure with the statewide general election on November 8, 2022, pursuant to section 10403 of the Elections Code, and acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code section 10418.

**SECTION 3.** The City requests that the Fresno County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City agrees to pay the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Fresno County Clerk to be directly related to the conduct of the City's special municipal election.

**SECTION 4.** At the general municipal election to be held on November 8, 2022, the following question shall be submitted to registered voters of the City of Fowler and shall be printed on the election ballot in the form set forth as follows:

CITY OF FOWLER FIRE DEPARTMENT TAX MEASURE: Shall an ordinance increasing the transactions and use tax rate in the City of Fowler by 0.275% be approved to generate approximately \$250,000 annually to be used only for fire department expenses such as fire station upgrades, equipment, and firefighter staffing costs, until ended by voters, subject to annual audits available to the public, with all funds being used only to fund fire protection services in the City of Fowler and benefitting Fowler residents?
--

YES ☐ NO ☐

**SECTION 5.** The Measure shall be designated on the ballot by a letter, as provided in Elections Code Section 13116. This measure shall be designated by letter by the Fresno County Clerk.

**SECTION 6.** Passage of the Measure requires a 2/3 super-majority of votes from qualified voters of the City voting in the election.

**SECTION 7.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 8.** Pursuant to Elections Code section 12111, the City Council hereby directs the City Clerk, with the assistance of the City Attorney, to prepare a synopsis of the Measure and transmit the synopsis to the Fresno County Clerk/Registrar of Voters to be published in accordance with section 12111.

**SECTION 9.** The full text of the Measure submitted to the voters and the Ordinance to be enacted to implement the Measure, if the Measure is approved by the voters, will not be printed in the sample ballot and voter's pamphlet. However, the full text of the Measure and the full text of

the Ordinance shall be made available at the Office of the Fresno County Clerk/Registrar of Voters and the Office of the Fowler City Clerk.

**SECTION 10.** Arguments in favor of or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar of Voters in accordance with applicable provisions of the Elections Code, including sections 9280 through 9287 thereof.

**SECTION 11.** Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney, and the City Attorney shall prepare an impartial analysis of the Measure in accordance with Elections Code section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

**SECTION 12.** The City Clerk shall file a certified copy of this resolution with the Fresno County Clerk/Registrar of Voters as required by applicable law. The City Clerk is hereby authorized and directed to work with the Fresno County Clerk/Registrar of Voters and take all steps necessary to cause placement of the Measure and any associated arguments, analysis, synopsis, summary, or ballot question on the ballot.

**SECTION 13.** The City Clerk and City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this resolution and the Measure to be placed on the ballot as may be deemed necessary by the Fresno County Clerk/Registrar of Voters.

**SECTION 14.** California Environmental Quality Act (CEQA). The adoption of this Resolution is exempt from the California Environmental Quality Act, Public Resources Code §§ 21000 et seq. ("CEQA") and 14 Cal. Code Reg. §§ 15000 et seq. ("CEQA Guidelines"). The calling and noticing of a Special Municipal Election for the submission of a ballot measure to voters is not a project within the meaning of CEQA Guidelines Section 15378.

**SECTION 15.** Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council of the City of Fowler hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

**PASSED, APPROVED AND ADOPTED** by the Fowler City Council on this 19th day of July, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

---

Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

---

Angela Vasquez, Deputy City Clerk



---

CITY OF FOWLER  
WARRANTS LIST  
July 19, 2022

---

	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
<u>ACCOUNTS PAYABLE CHECKS</u>			
Regular checks	39801-39862	July 1 thru July 12	\$ 179,232.53
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 179,232.53</u>
<u>PAYROLL COSTS</u>			
First July Bi-Monthly Payroll		July 15, 2022	\$ 112,907.26
TOTAL PAYROLL COSTS			<u>\$ 112,907.26</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 292,139.79</u></u>

**NOTE:**

**Check #39835**  
**Check #39858**

**Void check**  
**Void check**

SUPERION  
DATE: 07/13/2022  
TIME: 19:35:11

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39801' and '39862'  
ACCOUNTING PERIOD: 1/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39801	07/01/22	14647	4PLAY BAND/CARLOS PEREZ	6400	JULY 4TH BAND	0.00	500.00
1001	39802	07/01/22	14648	CALIFAS	6400	SOUND ENGINEER	0.00	2,500.00
1001	39803	07/01/22	14649	JORDAN PANAGOS	6400	RENTALS ICE MACHINE	0.00	796.95
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6020	JULY 22 HEALTH BENEFIT	0.00	-782.30
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	8500	JULY 22 HEALTH BENEFIT	0.00	-93.90
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6260	JULY 22 HEALTH BENEFIT	0.00	384.45
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6025	JULY 22 HEALTH BENEFIT	0.00	413.27
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6130	JULY 22 HEALTH BENEFIT	0.00	572.30
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6400	JULY 22 HEALTH BENEFIT	0.00	768.90
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6700	JULY 22 HEALTH BENEFIT	0.00	768.90
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6030	JULY 22 HEALTH BENEFIT	0.00	1,039.14
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6160	JULY 22 HEALTH BENEFIT	0.00	1,502.80
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6150	JULY 22 HEALTH BENEFIT	0.00	1,753.23
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	100	JULY 22 HEALTH BENEFIT	0.00	2,271.40
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6200	JULY 22 HEALTH BENEFIT	0.00	4,334.16
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	5000	JULY 22 HEALTH BENEFIT	0.00	6,403.00
1001	39804	07/01/22	13496	KEENAN & ASSOCIATES	6120	JULY 22 HEALTH BENEFIT	0.00	11,117.90
TOTAL CHECK							0.00	30,453.25
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	8500	JULY 22 DENTAL BENEFIT	0.00	10.61
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6400	JULY 22 DENTAL BENEFIT	0.00	33.18
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6700	JULY 22 DENTAL BENEFIT	0.00	33.18
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6150	JULY 22 DENTAL BENEFIT	0.00	86.25
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6030	JULY 22 DENTAL BENEFIT	0.00	112.78
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6260	JULY 22 DENTAL BENEFIT	0.00	132.72
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6020	JULY 22 DENTAL BENEFIT	0.00	150.61
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6160	JULY 22 DENTAL BENEFIT	0.00	185.79
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	5000	JULY 22 DENTAL BENEFIT	0.00	190.43
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6200	JULY 22 DENTAL BENEFIT	0.00	368.28
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	6120	JULY 22 DENTAL BENEFIT	0.00	852.69
1001	39805	07/01/22	13647	SUN LIFE FINANCIAL	100	JULY 22 DENTAL BENEFIT	0.00	1,272.20
TOTAL CHECK							0.00	3,428.72
1001	39806	07/01/22	14650	THE MARGARITA MAN	6400	MIX FOR ICE MACHINE	0.00	250.00
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	8500	JULY 22 VISION BENEFIT	0.00	4.93
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6400	JULY 22 VISION BENEFIT	0.00	9.85
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6700	JULY 22 VISION BENEFIT	0.00	9.85
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6150	JULY 22 VISION BENEFIT	0.00	12.80
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6030	JULY 22 VISION BENEFIT	0.00	25.59
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6260	JULY 22 VISION BENEFIT	0.00	29.54
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6160	JULY 22 VISION BENEFIT	0.00	34.46
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6020	JULY 22 VISION BENEFIT	0.00	43.31
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	5000	JULY 22 VISION BENEFIT	0.00	85.66
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6200	JULY 22 VISION BENEFIT	0.00	137.83
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	6120	JULY 22 VISION BENEFIT	0.00	236.30
1001	39807	07/01/22	11335	VISION SERVICE PLAN - (C	100	JULY 22 VISION BENEFIT	0.00	287.28
TOTAL CHECK							0.00	917.40

SUPERION  
DATE: 07/13/2022  
TIME: 19:35:11

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39801' and '39862'  
ACCOUNTING PERIOD: 1/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39808	07/06/22	10024	BSK ASSOCIATES	5000	WATER-SUPPLIES	0.00	182.00
1001	39809	07/06/22	11291	THE BUSINESS JOURNAL	6120	ORD POST ADOPT	0.00	123.75
1001	39810	07/06/22	11792	CA BUILDING STANDARDS CO	6160	CA BSASRF APR22-JUN22	0.00	337.50
1001	39811	07/06/22	14131	CENTRAL VALLEY SWEEPING,	2250	STREET SWEEP-JUNE	0.00	3,025.00
1001	39812	07/06/22	10088	DEPARTMENT OF CONSERVATI	6160	CASEISMIC APR22-JUN22	0.00	1,286.22
1001	39813	07/06/22	14653	DFA-ARREARAGES PROGRAM	500	BAL. ARREARAGE PROG	0.00	19,145.98
1001	39814	07/06/22	10114	FOWLER BUTANE SERVICES	6200	PROPANE	0.00	10.78
1001	39814	07/06/22	10114	FOWLER BUTANE SERVICES	6200	PROPANE	0.00	15.93
1001	39814	07/06/22	10114	FOWLER BUTANE SERVICES	6200	PROPANE	0.00	19.87
1001	39814	07/06/22	10114	FOWLER BUTANE SERVICES	6200	PROPANE	0.00	27.04
TOTAL	CHECK						0.00	73.62
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	6200	INSPECTION SUPPLIES	0.00	20.58
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	6160	INSPECTION SUPPLIES	0.00	21.66
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	6160	BLDG SUPPLIES	0.00	27.11
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	6400	SUPPLIES FOR BANNER	0.00	63.49
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	6160	INSPECTION SUPPLIES	0.00	76.94
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	6400	SUPPLIES FOR BANNER	0.00	121.03
1001	39815	07/06/22	11018	HOME DEPOT CREDIT SERVIC	5000	WINDOW A/C	0.00	550.71
TOTAL	CHECK						0.00	881.52
1001	39816	07/06/22	14238	INFOSEND, INC	5000	UB/POSTAGE 5/31/22	0.00	16.97
1001	39817	07/06/22	10458	IRVINE & JACHENS, INC	6120	SERGEANT BADGES	0.00	202.44
1001	39818	07/06/22	12524	KENT M KAWAGOE, PH. D.	6120	MEDICAL EXAM-SALAS	0.00	325.00
1001	39819	07/06/22	12076	KEY DESIGN LOCKSMITHING	6020	KEY REPLACEMENT	0.00	126.15
1001	39820	07/06/22	12411	LEXIPOL	6120	POLICY MANAGEMENT	0.00	3,511.20
1001	39821	07/06/22	14559	M.E.D. ENTERPRISES INC.	2000	CONSULTINGSVC JUNE22	0.00	5,940.00
1001	39822	07/06/22	14428	NAVIA BENEFIT SOLUTIONS	6020	COBRA-JUN22	0.00	36.45
1001	39823	07/06/22	10237	P G & E - SACRAMENTO	2250	MANN/GOLD ST 6-24-22	0.00	29.07
1001	39824	07/06/22	10249	QUILL	6025	FOLDERS-CTY CLRK	0.00	7.51
1001	39824	07/06/22	10249	QUILL	5000	DAILY FOLDERS-WATER	0.00	40.31
1001	39824	07/06/22	10249	QUILL	6700	WEBCAM, SPKRS-SNR CTR	0.00	65.36
1001	39824	07/06/22	10249	QUILL	6150	PAPER SUPP-PLN/BLD	0.00	70.82
1001	39824	07/06/22	10249	QUILL	6030	OFFICE SUPP-FINANCE	0.00	71.67
1001	39824	07/06/22	10249	QUILL	6020	OFFICE SUPP-ADMIN	0.00	235.58
TOTAL	CHECK						0.00	491.25
1001	39825	07/06/22	10665	TAPCO, INC	6200	REPAIRS STOP SIGN	0.00	2,969.58

SUPERION  
DATE: 07/13/2022  
TIME: 19:35:11

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39801' and '39862'  
ACCOUNTING PERIOD: 1/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39826	07/06/22	13543	UNIFIRST CORPORATION	6130	MATS/MOPS	0.00	72.09
1001	39826	07/06/22	13543	UNIFIRST CORPORATION	6130	MATS/MOPS	0.00	72.09
1001	39826	07/06/22	13543	UNIFIRST CORPORATION	6130	MATS/MOPS	0.00	72.09
1001	39826	07/06/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS-PW	0.00	238.89
TOTAL CHECK							0.00	455.16
1001	39827	07/06/22	13521	UNITY IT	6120	TECH REPAIR	0.00	39.99
1001	39828	07/06/22	14519	AMAZON CAPITAL SERVICES	6020	SUPPLIES	0.00	98.07
1001	39829	07/06/22	10026	BCT CONSULTING	6030	VOIP SVC 7/1/22	0.00	250.00
1001	39829	07/06/22	10026	BCT CONSULTING	6150	VOIP SVC 7/1/22	0.00	250.00
1001	39829	07/06/22	10026	BCT CONSULTING	6120	VOIP SVC 7/1/22	0.00	250.00
1001	39829	07/06/22	10026	BCT CONSULTING	5000	VOIP SVC 7/1/22	0.00	250.00
TOTAL CHECK							0.00	1,000.00
1001	39830	07/06/22	14356	COMCAST	6120	TELEPHONE LINE	0.00	45.05
1001	39831	07/06/22	12758	FAMILY HEALING CENTER	6120	VICTIM SERVICES	0.00	500.00
1001	39832	07/06/22	14652	PADILLA, ENRIQUE & MARIA	500	UB REFUND	0.00	100.00
1001	39833	07/06/22	14651	RODRIGUEZ, MICHAEL & AUD	500	UB REFUND	0.00	55.92
1001	39835	07/12/22	10026	BCT CONSULTING	6030	HELP DESK JUN22	0.00	250.00
1001	39835	07/12/22	10026	BCT CONSULTING	6150	HELP DESK JUN22	0.00	250.00
1001	39835	07/12/22	10026	BCT CONSULTING	6120	HELP DESK JUN22	0.00	250.00
1001	39835	07/12/22	10026	BCT CONSULTING	5000	HELP DESK JUN22	0.00	250.00
1001	39835	07/12/22	10026	BCT CONSULTING	6030	HELP DESK JUN22	0.00	-250.00
1001	39835	07/12/22	10026	BCT CONSULTING	6150	HELP DESK JUN22	0.00	-250.00
1001	39835	07/12/22	10026	BCT CONSULTING	6120	HELP DESK JUN22	0.00	-250.00
1001	39835	07/12/22	10026	BCT CONSULTING	5000	HELP DESK JUN22	0.00	-250.00
TOTAL CHECK							0.00	0.00
1001	39836	07/12/22	14020	BRYANT L. JOLLEY, CPA	6030	AUDIT 19-20	0.00	37,000.00
1001	39837	07/12/22	10056	CITY OF FOWLER TREASURER	6080	PETTY CASH-LABEL	0.00	13.17
1001	39837	07/12/22	10056	CITY OF FOWLER TREASURER	6150	PETTY CASH-NOTARY FEE	0.00	30.00
1001	39837	07/12/22	10056	CITY OF FOWLER TREASURER	6150	PETTY CASH-NOTARY FEE	0.00	50.00
1001	39837	07/12/22	10056	CITY OF FOWLER TREASURER	6150	PETTY CASH-NOTARY FEE	0.00	60.00
1001	39837	07/12/22	10056	CITY OF FOWLER TREASURER	6020	PETTY CASH-ICE CREAM	0.00	98.53
TOTAL CHECK							0.00	251.70
1001	39838	07/12/22	14659	FIRE SAFETY SOLUTIONS	6160	INSP & PLAN CHECK	0.00	2,580.00
1001	39839	07/12/22	14245	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	207.18
1001	39840	07/12/22	14246	FOWLER ACE HARDWARE	6020	SUPPLIES-ADMIN	0.00	127.66
1001	39841	07/12/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	119.52

SUPERION  
DATE: 07/13/2022  
TIME: 19:35:11

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39801' and '39862'  
ACCOUNTING PERIOD: 1/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39842	07/12/22	14249	FOWLER ACE HARDWARE	6260	PARKS-SUPPLIES	0.00	146.02
1001	39843	07/12/22	14252	FOWLER ACE HARDWARE	6700	KEY-SUPPLIES	0.00	23.07
1001	39843	07/12/22	14252	FOWLER ACE HARDWARE	6700	OFFICE SUPPLIES-SN	0.00	30.02
1001	39843	07/12/22	14252	FOWLER ACE HARDWARE	6400	BUCKETS 4TH JULY	0.00	405.84
TOTAL CHECK							0.00	458.93
1001	39844	07/12/22	12567	FRESNO MOBILE RADIO INC	5000	RADIO SERVICES	0.00	240.00
1001	39845	07/12/22	11116	GRAINGER	5000	SUPPLIES-WATER	0.00	94.84
1001	39846	07/12/22	10350	LK DESIGN	6020	WEBSITE 4/1-6/30	0.00	650.00
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	5000	912 PALM 6-29-22	0.00	9.53
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6200	363 N TEMPER 6/28/22	0.00	10.56
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6200	127 S 6TH 6/28/22	0.00	14.88
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	SPR22-07	0.00	28.00
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	2250	300 MERCED 6/28/22	0.00	29.30
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	2250	MAN/GLDST 6/28/22	0.00	45.00
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	SPR 22-01	0.00	53.20
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	CUP 19-02	0.00	72.10
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	2250	ADAMS/TRFSG 6-29-22	0.00	104.27
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	2250	GLDST/MAN SIG 6/28/22	0.00	112.44
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	2250	MERCED/8TH 6/28/22	0.00	146.24
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	SPR 22-08	0.00	165.20
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	SPR 22-03	0.00	266.00
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	ANX PRZ 19-03	0.00	355.60
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	122 S 5TH #A 6/28/22	0.00	378.60
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	5000	325 S 5TH 6/28/22	0.00	477.09
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	6150	CUP 22-09	0.00	495.18
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	2250	700 MERCED #A 6/28/22	0.00	542.24
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 8 6/29/22	0.00	6,628.72
1001	39847	07/12/22	10237	P G & E - SACRAMENTO	5000	WELL SITE 7 6/29/22	0.00	18,749.44
TOTAL CHECK							0.00	28,683.59
1001	39848	07/12/22	13655	PROVOST & PRITCHARD	6150	AA 22-02	0.00	137.20
1001	39848	07/12/22	13655	PROVOST & PRITCHARD	6150	AA 22-15	0.00	191.10
1001	39848	07/12/22	13655	PROVOST & PRITCHARD	6150	REZONE 22-10	0.00	358.40
1001	39848	07/12/22	13655	PROVOST & PRITCHARD	6150	ON CALL	0.00	11,824.78
TOTAL CHECK							0.00	12,511.48
1001	39849	07/12/22	10085	STATE OF CA DEPARTMENT O	6120	FINGERPRINT FEES	0.00	64.00
1001	39849	07/12/22	10085	STATE OF CA DEPARTMENT O	6120	BLOODY ANALYSIS	0.00	105.00
TOTAL CHECK							0.00	169.00
1001	39850	07/12/22	13521	UNITY IT	6120	TECH REPAIR	0.00	258.74
1001	39851	07/12/22	14519	AMAZON CAPITAL SERVICES	6200	SUPPLIES-UMBRELLA	0.00	461.93
1001	39852	07/12/22	12285	ATT	6120	CITY INTERNET	0.00	840.08
1001	39853	07/12/22	10024	BSK ASSOCIATES	5000	WTR-SUPPLIES	0.00	90.00

SUPERION  
DATE: 07/13/2022  
TIME: 19:35:11

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39801' and '39862'  
ACCOUNTING PERIOD: 1/23

FUND - 100 - GENERAL FUND									
CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		39854	07/12/22	14356	COMCAST	6700	CABLE 6/25-7/24	0.00	107.07
1001		39855	07/12/22	13929	FIREWORKS & STAGE FX AME	6400	FIREWORK DISPLAY 22	0.00	9,800.00
1001		39856	07/12/22	14470	FOWLER/MALAGA YOUTH FOOT	2040	FOWLER YOUTH DONATION	0.00	2,000.00
1001		39857	07/12/22	14259	IMAGESOURCE	6160	COPIER SVC. 7/7/22	0.00	50.70
1001		39857	07/12/22	14259	IMAGESOURCE	5000	COPIER SVC. 7/7/22	0.00	50.70
1001		39857	07/12/22	14259	IMAGESOURCE	6150	COPIER SVC. 7/7/22	0.00	50.70
1001		39857	07/12/22	14259	IMAGESOURCE	6020	COPIER SVC. 7/7/22	0.00	50.71
TOTAL CHECK								0.00	202.81
1001		39858	07/12/22	14649	JORDAN PANAGOS	6400	SLUSH MIX	0.00	2,000.00
1001		39858	07/12/22	14649	JORDAN PANAGOS	6400	SLUSH MIX	0.00	-2,000.00
TOTAL CHECK								0.00	0.00
1001		39859	07/12/22	14660	OLD REPUBLIC TITLE COMPA	7200	SR CTR TITLE REPORT	0.00	750.00
1001		39860	07/12/22	10288	SMART & FINAL	6700	SUPPLIES SC	0.00	48.74
1001		39860	07/12/22	10288	SMART & FINAL	6700	SUPPLIES SC	0.00	64.62
1001		39860	07/12/22	10288	SMART & FINAL	6700	SENIOR MEAL JUNE	0.00	82.64
1001		39860	07/12/22	10288	SMART & FINAL	6700	SUPPLIES SC	0.00	129.80
1001		39860	07/12/22	10288	SMART & FINAL	6700	SUPPLIES SC	0.00	132.21
1001		39860	07/12/22	10288	SMART & FINAL	6700	SUPPLIES SC	0.00	199.80
TOTAL CHECK								0.00	657.81
1001		39861	07/12/22	12791	THE MOWERS EDGE	6260	SUPPLIES-PARKS	0.00	50.00
1001		39861	07/12/22	12791	THE MOWERS EDGE	6260	SUPPLIES-PARKS	0.00	152.34
TOTAL CHECK								0.00	202.34
1001		39862	07/12/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL	0.00	48.89
1001		39862	07/12/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS ADMIN	0.00	62.10
TOTAL CHECK								0.00	110.99
TOTAL CASH ACCOUNT								0.00	178,565.90
TOTAL FUND								0.00	178,565.90

SUPERION  
DATE: 07/13/2022  
TIME: 19:35:11

CITY OF FOWLER  
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6  
ACCTPA21

SELECTION CRITERIA: transact.check\_no between '39801' and '39862'  
ACCOUNTING PERIOD: 1/23

FUND - 900 - PUBLIC FINANCING AUTH

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39834	07/06/22	10214	NBS	9000	QTRLY JULY-SEPT22	0.00	666.63
TOTAL CASH ACCOUNT							0.00	666.63
TOTAL FUND							0.00	666.63
TOTAL REPORT							0.00	179,232.53

**MINUTES OF THE FOWLER CITY COUNCIL SPECIAL MEETING**  
**Tuesday July 5, 2022**

Mayor Pro-Tem Rodriquez called the meeting to order at 6:00 p.m.

Councilmembers Present:     Rodriquez, Kazarian, Mejia, Parra

City Staff Present:             City Manager Tucker, City Attorney Cross, Police Chief Alcaraz, Public Works Director Dominguez, Community Development Director Gaffery, Recreation Supervisor Hernandez, Fire Chief Lopez, City Planner Marple, Finance Director Moreno, City Engineer Peters, Deputy City Clerk Vasquez

**Councilmember Parra made a motion to move Item 9-Di to the next council meeting, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Kazarian, Rodriquez.**

**5. CEREMONIAL PRESENTATION**

**5-A. The Best of Central California Awards Proclamations**

- Fowler Floral and Gifts
- Kabab City
- Nouveau Full Service Salon

**6. PUBLIC COMMENT**

*N/A*

**7. CONSENT CALENDAR**

**Councilmember Parra made a motion to approve the consent calendar, seconded by Councilmember Mejia. The motion carried by roll call vote: Ayes: Parra, Mejia, Kazarian, Rodriquez**

**8. CONTESTED CONSENT CALENDAR**

*N/A*

**9. GENERAL ADMINISTRATION**

**9-A. City Clerk**



- i. **RECEIVE and FILE: Notice of Intention to Circulate Petition proposing to divide the City into districts for the purpose of “by-district” elections**  
No action.

**9-B. Public Works**

- i. **Monument Sign for Golden State Corridor project**  
No action.

**9-C. City Manager’s Office**

- i. **Discuss various proposals for fire protection services for the City of Fowler and provide staff direction**

**Councilmember Kazarian made a motion to transition from a volunteer Fire Department to a full-time Fire Department in four years; to review the options that were included in his proposal to mitigate some of the cost by having part-time employees in years two and three; and that Chief Lopez, Chief Despain, and staff review the numbers and correct some of the overages; and identify funding sources to cover costs year over year. The motion was not seconded; motion failed.**

**Councilmember Mejia made a motion to sign the agreement with Fresno County Fire Protection District while setting up Fowler’s own Fire Station; and that Chief Lopez work with Chief Despain to research what specific software and other items are necessary to prepare for a fully operational, full-time Fowler Fire Department, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Mejia, Parra, Rodriquez. Noes: Kazarian**

**9-D. City Council**

- i. **APPROVE Resolution No. 2578, a Resolution of the City Council of the City of Fowler calling for and giving notice of the holding of a Special Municipal Election to be consolidated with the regularly scheduled general municipal election to be held on November 8, 2022, to present to voters a measure to adopt an ordinance enacting a 0.275% special transactions and use tax increase; requesting consolidation thereof with the statewide general election to be held on the same date; requesting that the Fresno County Board of Supervisors authorize the Fresno County Clerk to render specified services to the City of Fowler relating to the conduct of the Special Municipal Election; and approving the proposed ballot measure description**

**This item will be moved to the next council meeting.**

**10. Staff Communications**

- Updates were provided by City Manager Tucker, Community Development Director Gaffery, Deputy City Clerk Vasquez, and Police Chief Alcaraz.

**11. Councilmember Reports and Comments**

- An update was provided by Councilmember Parra.

**12. ADJOURNMENT**

**Having no further business, the meeting adjourned at 9:06 p.m.**



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-C

### **REPORT TO THE CITY COUNCIL**

July 19, 2022

**FROM** SCOTT CROSS, City Attorney

### **SUBJECT**

APPROVE Resolution No. 2579, A Resolution of the City Council of the City of Fowler Authorizing Continued Use of Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 as amended by AB 361

### **RECOMMENDATION**

Approve Resolution No. 2579 if the City Council makes the findings required by Government Code Section 54953(e)(3) to continue to allow City Council members to attend City Council meetings via remote teleconferencing without following typical Brown Act requirements for teleconference participation by City Council members at City Council meetings. The Resolution also authorizes the City's other commissions to continue meeting remotely for as long as the City Council authorizes.

### **BACKGROUND**

The City Council approved Resolution No. 2522 on October 19, 2021, authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361 during the COVID-19 declared emergency. To continue with the "relaxed" remote teleconferencing for City Council and other commission meetings Government Code Section 54953 requires the City Council to make findings every 30 days that (1) it has reconsidered the circumstances of the state of emergency, and either (a) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (b) state or local officials continue to impose or recommend measures to promote social distancing.

Fowler City Council meetings are currently conducted in a manner that allows the public and Council members to attend in person or via teleconference in compliance with applicable legal requirements. Approving this resolution would not change the way members of the public are allowed to participate in meetings (both in-person and teleconference attendance is allowed) and would also allow City Council members to continue to attend meetings via teleconference, if desired, without complying with the typical Brown Act requirements for teleconferencing attendance at City Council meetings.

The proclaimed COVID-19 emergency is still in effect and there may be occasions when the proclaimed emergency directly impacts the ability of members of the public or Council members to meet safely in person. Also, some state and local officials continue to recommend measures to promote social distancing. As a result, the necessary findings can be made, if desired, to continue with remote teleconferencing for City Council and other commission meetings. These findings must be made every 30 days to continue with the relaxed Brown Act teleconference requirements.

## **ENVIRONMENTAL REVIEW**

This action does not constitute a “project” pursuant to the California Environmental Quality Act.

## **FISCAL IMPACT**

No fiscal impact is anticipated whether this Resolution is approved or not.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- Resolution No. 2579

## **RESOLUTION NO. 2579**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCING FOR CITY COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED STATE OF EMERGENCY IN ACCORANCE WITH GOVERNMENT CODE SECTION 54953 AS AMENDED BY AB 361**

**WHEREAS**, on March 4, 2020, the Governor of California declared a state of emergency in the State as a result of the COVID-19 pandemic; and

**WHEREAS**, pursuant to Resolution 2461, approved by the Fowler City Council on March 17, 2020, the City Council declared a local emergency as a result of the threatened spread of COVID-19 in the City, surrounding areas, and the state; and

**WHEREAS**, on March 17, 2020, with the issuance of Executive Order N-29-20, the Governor suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other remote means; and

**WHEREAS**, on June 11, 2021, the Governor issued Executive Order N-08-21, which placed an end date of September 30, 2021, for agencies to meet remotely; and

**WHEREAS**, AB 361 was enacted on September 16, 2021, enacting certain changes to the Brown Act for teleconferencing and remote participation at public meetings as set forth in Government Code Section 54953; and

**WHEREAS**, the state of emergency proclaimed by the Governor on March 4, 2020, has not been rescinded and remains in effect; and

**WHEREAS**, the City Council has determined that teleconferencing from remote locations by the public and City Council members has not limited participation of members of the public, Council members, or other attendees at City Council or other City commission meetings; and

**WHEREAS**, on October 19, 2021, the City Council approved Resolution No. 2522 authorizing remote teleconferencing for City Council and City commission meetings in accordance with Government Code Section 54953 as amended by AB 361; and

**WHEREAS**, Government Code Section 54953, as amended by AB 361, requires the City Council to make certain findings every 30 days after approving Resolution No. 2522 in order to continue with remote teleconferencing.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fowler as follows:

1. The City Council has reconsidered the circumstances of the COVID-19 state of emergency and finds that the following circumstances exist:

- A. The state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person; and
- B. State or local officials continue to recommend measures to promote social distancing.

2. This Resolution shall be effective immediately and a similar resolution shall be a standing item on City Council meeting agendas each month to reconsider the circumstances of the COVID-19 state of emergency and determine whether the state of emergency continues to directly impact the ability of members of the public, City Council members, and members of other City commissions to meet safely in person, or whether state or local officials continue to impose or recommend measures to promote social distancing, until the necessary findings required for continuing remote teleconferencing are no longer approved by the City Council.

**PASSED, APPROVED AND ADOPTED** this 19th day of July 2022, at a meeting of the Fowler City Council by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**APPROVED:**

\_\_\_\_\_  
Mark Rodriquez, Mayor Pro-Tem

**ATTEST:**

\_\_\_\_\_  
Angela Vasquez, Deputy City Clerk



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-D

### **REPORT TO THE CITY COUNCIL**

July 19, 2022

**FROM** RUDY ALCARAZ, Chief of Police

### **SUBJECT**

APPROVE one year contract extension agreement with Fresno County Sheriff's Office for law enforcement dispatching services for the City of Fowler.

### **RECOMMENDATION**

Staff recommend the City Council approve a one year extension for the Fresno County Sheriff's Office to provide law enforcement dispatching services for the time period July 1, 2022 through June 30, 2023.

### **BACKGROUND**

The City of Fowler has contracted law enforcement dispatching services with the Fresno County Sheriff's Office since fiscal year 2013-2014. Through review of past contracts, there have been incremental increases in the Dispatch price per capita through these consecutive contracts. This current agreement also consists of an estimated increase not to exceed 10% in the upcoming 2022-2023 Fiscal year and notification of that increase will be sent over once approved by the Fresno County Board of Supervisors.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

## **FISCAL IMPACT**

The fiscal impact for this fiscal year will be an increase not to exceed 10% (\$8,663.81) above the amount paid last year to the County, or not to exceed \$103,959.72 for FY 22-23. The City of Fowler approved budget for fiscal year 2022-2023 allocates \$104,000.00 for this purpose. Once the Board of Supervisors approves the final dispatching service fees Staff will return to Council with a budget amendment as necessary..

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

### **Attachments**

- Fresno County Sheriff's Office One-Year Extension of Agreement No. 20-172
- Fresno County Sheriff's Office notification of estimated increase.
- Fresno County Sheriff's Office Master Schedule of Fees, Charges, and Recovered Costs, Section 2600





Margaret Mims  
Sheriff  
Fresno County Sheriff's Office

---

May 25, 2022

Chief of Police  
City of Fowler  
128 S. 5<sup>th</sup> Street  
Fowler, CA 93625

Re: One-Year Extension of Agreement No. 20-172

Dear Chief Alcaraz,

Agreement No. 20-172, which was approved by the Board of Supervisors on May 12, 2020 as a retroactive agreement, allowed for the option of two one-year extensions upon written approval of both parties no later than thirty days prior to the first day of the next twelve-month extension period July 1, 2022 and authorized the Sheriff's Office to execute such written approval on behalf of the County. This is the first extension to Agreement No. 20-172.

The Sheriff's Office provides law enforcement dispatch services to the City of Fowler and would like to continue providing services. Therefore, if City of Fowler would like to extend the agreement from July 1, 2022 through June 30, 2023. If you, as the signing authorities for City of Fowler, would also like the agreement to be extended as stated, please sign and date on the line below and return this letter by June 6, 2022 to:

Thomas Trester, Administrative Services Director  
County of Fresno Sheriff's Office  
2200 Fresno Street  
Fresno, CA 93720

Respectfully,

  
Margaret Mims  
Sheriff

\_\_\_\_\_  
Rudy Alcaraz, Chief of Police

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

cc: Yussel Zalapa



Margaret Mims  
Sheriff  
Fresno County Sheriff's Office

May 25, 2022

City of Fowler  
128 S. 5<sup>th</sup> Street  
Fowler, CA 93625

Dear Sir/Madam,

On October 20, 2020 the Board of Supervisors approved the Master Schedule of Fees for Law Enforcement Contract Charges and the rate has not changed since FY 2020-21 proposed fee for the current FY 2021-22. Effective July 1, 2021 through June 30, 2022, the charges for Communication Dispatching Services Contract rate is \$15.75 for Dispatcher Per Capita. This letter will serve as a notification regarding the agreement (Agreement #20-172 dated May 25, 2022) between the County and City of Fowler for Communication Dispatching Services.

The Sheriff's Office is currently working on the new rates for the upcoming FY 2022-23 for the renewal term of July 1, 2022 through June 30, 2023 with an estimated increase of no more than 10% of the current rate above. Notification will be sent to your City once the new rate is approved.

If you have any questions please call Toune at 559-600-8595.

Signature: [Signature]  
Admin. Services Director, Thomas Trester

Date: 5/25/22

Signature: [Signature]  
Captain Ryan Hushaw

Date: 5/31/2022

# Attachment A

## MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS

### SECTION 2600 - SHERIFF-CORONER-PUBLIC ADMINISTRATOR

Fee Description	FY2017-18 Approved Fee	FY2018-19 Approved Fee	FY2019-20 Approved Fee	FY2020-21 Proposed Fee	Year-To-Year	
					\$ Change	% Change
<b><u>2609. Contract Service Fees</u></b>						
<b>a. Deputy Sheriff III</b>						
Regular hourly rate	\$106.46	\$106.46	\$106.46	\$114.98	\$8.52	8%
Overtime hourly rate	\$60.43	\$60.43	\$60.43	\$65.26	\$4.83	8%
<b>b. Community Service Officer</b>						
Regular hourly rate	\$59.49	\$60.57	\$67.02	\$70.51	\$3.49	5%
Overtime hourly rate	\$33.77	\$35.82	\$39.35	\$39.52	\$0.17	0.4%
<b>c. Correctional Officer III</b>						
Regular hourly rate	\$88.04	\$89.91	\$95.33	\$102.09	\$6.76	7%
Overtime hourly rate	\$47.31	\$49.23	\$51.87	\$55.86	\$3.99	8%
<b>d. Dispatcher Per Capita</b>	\$14.75	\$14.79	\$15.49	\$15.75	\$0.26	2%
<b>e. Reserve Officer</b>	\$23.17	\$23.94	\$24.16	\$24.79	\$0.63	3%
<b>f. Prisoner Processing</b>	\$27.58	\$28.67	\$31.24	\$32.82	\$1.58	5%



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-E

### **REPORT TO THE CITY COUNCIL**

July 19, 2022

**FROM** RUDY ALCARAZ, Chief of Police

### **SUBJECT**

APPROVE an agreement with the Fresno County Rural Transit Agency to provide limited uniformed patrol services for the time period of July 1, 2022 - June 30, 2023, in an amount not to exceed \$10,000 and authorize the City Manager to execute the agreement.

### **RECOMMENDATION**

Staff recommend the City Council approve an agreement with the Fresno County Rural Transit Agency (FCRTA) to provide limited uniform patrol services for the time period of July 1, 2022 - June 30, 2023, in an amount not to exceed \$10,000 and authorize the City Manager to execute the agreement

### **BACKGROUND**

Since at least August 1, 2017, the City of Fowler ("City") and the FCRTA have maintained a services agreement where uniformed officers of the Fowler Police Department perform weekly patrol checks at the designated bus stops and on the buses as they are transporting passengers to and from the City of Fowler. FCRTA has requested that the Fowler Police Department continue to provide these services upon the terms and conditions set forth in the attached agreement. The City is reimbursed for the time spent by uniformed officers performing the services.

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

**FISCAL IMPACT**

City will be reimbursed for services at a rate of \$166.44 per hour, up to \$10,000.

**CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

**Attachments**

- Agreement for Services Between the Fresno County Rural Transit Agency and the City of Fowler

**AGREEMENT FOR SERVICES BETWEEN  
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE  
CITY OF FOWLER**

This AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2022 (hereinafter referred to as "Effective Date") by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a California joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF FOWLER, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

**WITNESSETH:**

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

**I. CITY'S OBLIGATIONS**

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **II. FCRTA's OBLIGATIONS**

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **III. COMPENSATION AND INVOICING**

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$166.44 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

## **IV. TERMINATION**

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;
3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

#### **V. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

#### **VI. ASSIGNMENT**

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a Party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

#### **VII. BINDING NATURE OF AGREEMENT; MODIFICATION**

The Parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.



### **VIII. INDEMNITY**

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

### **IX. NON DISCRIMINATION AND DBE**

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

### **X. INSURANCE**

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

No subcontractor of CITY shall cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

#### **XI. CONFLICT OF INTEREST**

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

#### **XII. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the Effective Date above and shall remain in full force and effect through June 30, 2023, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

#### **XIII. NOTICES**

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

**FCRTA**  
Moses Stites, General Manager  
Fresno County Rural Transit Agency  
2035 Tulare, Suite 201  
Fresno, CA 93721

**CITY**  
Wilma Tucker, City Manager  
City of Fowler  
128 S. 5th Street  
Fowler, CA 93625

For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies, any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, commencing with section 810).

///

///

#### **XIV. VENUE; GOVERNING LAW**

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

#### **XV. LEGAL AUTHORITY**

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

#### **XVI. DRUG FREE WORK PLACE**

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

#### **XVII. FEDERAL FUNDS**

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

#### **XVIII. REPRESENTATION BY COUNSEL**

Each Party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement.

#### **XIX. CONSTRUCTION OF AGREEMENT**

The Parties hereby acknowledge that they and their respective counsel have cooperated in the drafting and preparation of this Agreement, for which reason this agreement shall not be construed against any Party as the drafter thereof.

#### **XX. NO THIRD-PARTY BENEFICIARIES**

Notwithstanding anything else to the contrary herein, the Parties acknowledge and agree that no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement.

## **XXI. COMPLETE AGREEMENT**

This Agreement represents the full and complete understanding of the parties with respect to the subject matter hereof, and all preliminary negotiations and oral or written agreements with respect thereto are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written instrument signed by both Parties. No waiver of any provision of this Agreement will be valid unless and until it is in writing and signed by the Party making the waiver. Waiver by either Party at any time of a breach or default of this Agreement shall not be deemed a waiver of or consent to a breach or default of the same or any other provision of this Agreement.

## **XXII. ASSIGNMENT/TRANSFER**

No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of the FCRTA.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By Moses Stites  
MOSES STITES, General Manager

CITY OF FOWLER

By \_\_\_\_\_  
WILMA TUCKER, City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:  
DANIEL C. CEDERBORG, County Counsel

E-Signed by  
Bryan D. Rome  
June 22, 2022  
By Bryan D. Rome  
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By \_\_\_\_\_  
FOWLER CITY ATTORNEY



## **CITY COUNCIL OF THE CITY OF FOWLER**

ITEM NO: 7-F

### **REPORT TO THE CITY COUNCIL**

July 19, 2022

**FROM** YVONNE HERNANDEZ, Recreation Supervisor

### **SUBJECT**

APPROVE donation request from Fowler Boy Scouts Troop 390 in the amount of \$1,000 for Fiscal Year 2022-23.

### **RECOMMENDATION**

Staff recommend the City Council approve a donation request from Fowler Boy's Scouts Troop 390 in the amount of \$1,000 for Fiscal Year 2022-23.

### **BACKGROUND**

Fowler Boy's Scouts Troop 390 performed volunteer cleanup for the 4<sup>th</sup> of July event on Monday, July 4, 2022. The volunteer cleanup will be allocated from the funds that the City receives annually for the recycling grant from the California Department of Resources Recycling and Recovery (CalRecycle).

### **ENVIRONMENTAL REVIEW**

This action does not constitute a "project" pursuant to the California Environmental Quality Act.

## **FISCAL IMPACT**

Funds have been appropriated under the CalRecycle Fund.

## **CONFLICT OF INTEREST**

Staff is not aware of any conflicts of interest.

## **Attachments**

- None