



**MEETING OF THE FOWLER CITY COUNCIL
AGENDA
TUESDAY, SEPTEMBER 20, 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. 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/82348887476?pwd=R1NwOUxNTIVFaW45Ty8xbUc1UWVYdz09>

Telephone Number: (253) 215-8782

Meeting ID: 823 4888 7476

Passcode: 034562

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.fowlercivcity.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 Paul Irwin of Fowler Presbyterian Church
4. Pledge of Allegiance
5. 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.

6. 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.

6-A. RATIFY Warrants for September 20, 2022

6-B. APPROVE Minutes of the August 16, 2022 City Council Special Meeting

6-C. APPROVE Minutes of the August 16, 2022 City Council Meeting

- 6-D. Consider Approval of Resolution No. 2592, A Resolution of the City Council of the City of Fowler Authorizing Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 (AB 361)
- 6-E. ACCEPT Various Donations to the City for Employee Appreciation Dinner
- 6-F. APPROVE Certificate of Map Correction – Tract Map 5952
- 6-G. Actions pertaining to the purchase and upfitting of two police Department patrol vehicles
 - 1) APPROVE an agreement with 72 Hour LLC dba National Auto Fleet Group (72 Hour) National Auto Fleet group in the amount of \$89,175.89 for the purchase of two 2022 Dodge Durango Pursuit V-8 AWD police vehicles.
 - 2) APPROVE an agreement with LEHR Auto Electric in an amount not to exceed \$34,000 for the upfitting of two 2022 Dodge Durango Pursuit V-8 AWD police vehicles.
- 6-H. APPROVE a Solar Project Consultant Service Agreement with ARC Alternatives in the amount of \$12,000.00 for the Fire Station Solar Project, and authorize the City Manager or her designee to execute the Agreement
- 6-I. Actions pertaining to various change orders for the purchase of two fire engines as approved on April 20, 2021
 - 1) APPROVE change orders in the amount of \$13,794
 - 2) APPROVE Resolution No. 2593 amending the 2022-23 Adopted Budget in the amount of \$13,794
- 7. Contested Consent Calendar - Items pulled from the Consent Calendar will be heard individually immediately after action is taken on the Consent Calendar.
- 8. General Administration
 - 8-A. Finance
 - i. Actions pertaining to the acceptance of State of California funds allocated pursuant to AB 178:
 - 1) APPROVE Resolution No. 2594 accepting \$5 million in State funds to the City of Fowler and appropriating \$4 million for Police Department Headquarters & Senior Center construction and \$1 million for repairs, improvements, and operations of the Fowler Improvement Association's 314 North 5th Street Clubhouse
 - 2) APPROVE Resolution No. 2595 amending the 2022-2023 Adopted Budget in the amount of \$5,000,000
 - 3) APPROVE a subrecipient agreement between the City of Fowler and the Fowler Improvement Association in the amount of \$1 million

ii. Actions Pertaining to Measure N:

- 1) APPROVE a Measure N spending plan
- 2) APPROVE a revised Capital Improvement Plan consistent with the Measure N spending plan

8-B. Planning

i. Actions pertaining to front yard landscaping standards in residential zones.

- 1) ADOPT a Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15304, subdivision (b)
- 2) INTRODUCTION of Ordinance No. 2022-08, amending Articles 202, 715, and 21, Section 12, Chapter 5, of Title 9 of the Fowler Municipal Code, regarding the City's landscaping standards

8-C. Police

i. Actions pertaining to Position Authorization Resolution No. 2596

1. APPROVE the conversion of two Police Officer positions to two Police Corporal positions
2. APPROVE the conversion of one Police Officer position to one Police Sergeant position

8-D. Public Works

i. Workshop pertaining to Fire Station Phase 2 alternatives

ii. APPROVE Amendment No. 1 to 2014 Golden State Boulevard Cooperative Agreement

iii. APPROVE Resolution No. 2597, a resolution to annex the Tracts into the City's LSDMFD No. 1, if the tabulation of the assessment ballots does not result in a majority protest

iv. APPROVE Resolution No. 2598 adopting revised Standard Pan M-12A and M12B pertaining to ADA design standards for trash enclosures

9. City Attorney

9-A. Discuss and Provide Direction on Fire Academy Grant/Reimbursement Program

10. Staff Communications (City Manager)

11. Councilmember Reports and Comments

12. Adjourn

*Next Ordinance No. 2022-09
Next Resolution No. 2599*

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 Friday, September 16, 2022.

Angela Vasquez

*Angela Vasquez
Deputy City Clerk*

CITY OF FOWLER
WARRANTS LIST
September 20, 2022

	<u>CHECK NUMBERS</u>	<u>CHECK DATES</u>	<u>AMOUNT</u>
<u>ACCOUNTS PAYABLE CHECKS</u>			
Regular checks	39991-40065	August 18 thru August 24	\$ 322,414.01
TOTAL ACCOUNTS PAYABLE CHECKS			<u>\$ 322,414.01</u>
<u>PAYROLL COSTS</u>			
Second August Bi-Monthly Payroll		August 31,2022	\$ 109,760.18
First September Bi-Monthly Payroll		September 15, 2022	\$ 99,139.11
TOTAL PAYROLL COSTS			<u>\$ 208,899.29</u>
TOTAL CASH DISBURSEMENTS			<u><u>\$ 531,313.30</u></u>

NOTE:

Check #40049

Void check

SUPERION
DATE: 09/14/2022
TIME: 11:46:27

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	39991	08/18/22	14667	CENTRAL VALLEY STRIPING	7400	PARKING LOT STRIPE	0.00	780.00
1001	39991	08/18/22	14667	CENTRAL VALLEY STRIPING	7400	PARKING LOT STRIPE	0.00	2,485.00
1001	39991	08/18/22	14667	CENTRAL VALLEY STRIPING	7400	PARKING LOT STRIPE	0.00	32,682.00
TOTAL	CHECK						0.00	35,947.00
1001	39992	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICES	0.00	31.00
1001	39993	08/18/22	14669	A BOUNCIN' BLAST	6120	NNO BOUNCE HOUSES	0.00	1,140.00
1001	39994	08/18/22	14152	A-C ELECTRIC CO	6200	SERVICE-PW	0.00	384.00
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6030	OFFICE SUPPLIES	0.00	11.98
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6700	EYE WASH KIT	0.00	16.19
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6020	EYE WASH KIT	0.00	16.19
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6120	EYE WASH KIT	0.00	16.19
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6150	EYE WASH KIT	0.00	16.19
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6020	OFFICE SUPPLIES	0.00	22.82
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6080	FRAME R. ALCARAZ	0.00	42.61
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6260	LIGHT BULBS-STREETS	0.00	47.99
1001	39995	08/18/22	14519	AMAZON CAPITAL SERVICES	6200	EYE WASH STATION	0.00	124.79
TOTAL	CHECK						0.00	314.95
1001	39996	08/18/22	10549	AT&T MOBILITY	6120	FIRSTNET	0.00	601.73
1001	39996	08/18/22	10549	AT&T MOBILITY	6120	INTERSTATE	0.00	948.97
TOTAL	CHECK						0.00	1,550.70
1001	39997	08/18/22	10026	BCT CONSULTING	5000	DELL 27IN MONITOR MOL	0.00	60.00
1001	39997	08/18/22	10026	BCT CONSULTING	5000	ANTI VIRUS BUNDLE	0.00	69.95
1001	39997	08/18/22	10026	BCT CONSULTING	6030	VOIP SVC 8/8/22	0.00	375.00
1001	39997	08/18/22	10026	BCT CONSULTING	6150	VOIP SVC 8/8/22	0.00	375.00
1001	39997	08/18/22	10026	BCT CONSULTING	6120	VOIP SVC 8/8/22	0.00	375.00
1001	39997	08/18/22	10026	BCT CONSULTING	5000	VOIP SVC 8/8/22	0.00	375.00
1001	39997	08/18/22	10026	BCT CONSULTING	6020	DELL 27IN MONITOR MOL	0.00	539.99
TOTAL	CHECK						0.00	2,169.94
1001	39998	08/18/22	10024	BSK ASSOCIATES	5000	SUPPLIES WATER	0.00	84.00
1001	39999	08/18/22	10025	BUFORD OIL COMPANY	6120	STAR MART LEADFREE	0.00	76.03
1001	40000	08/18/22	12654	COMCAST	6120	COMCAST	0.00	57.46
1001	40000	08/18/22	12654	COMCAST	6120	ETHERNET SERVICE	0.00	1,482.00
TOTAL	CHECK						0.00	1,539.46
1001	40001	08/18/22	11226	COMMUNITY MEDICAL CENTER	6120	BLOODDRAW JUN22	0.00	175.00
1001	40002	08/18/22	10124	COUNTY OF FRESNO	6120	RMS/JMS JULY22	0.00	77.01
1001	40002	08/18/22	10124	COUNTY OF FRESNO	6120	FSO BACKGROUNDS	0.00	403.10
1001	40002	08/18/22	10124	COUNTY OF FRESNO	6120	PRISONER PROCESSING	0.00	1,969.20
1001	40002	08/18/22	10124	COUNTY OF FRESNO	6120	SVC AUG22	0.00	8,663.81
TOTAL	CHECK						0.00	11,113.12
1001	40003	08/18/22	14681	EGUAZE, ENADIAHE	500	UB REFUND	0.00	214.80

SUPERION
DATE: 09/14/2022
TIME: 11:46:27

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 2
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40004	08/18/22	10792	FASTENAL COMPANY	6200	SUPPLIES STREETS	0.00	104.12
1001	40005	08/18/22	10108	FIVE CITIES EDA - EDC	6020	Q1 JULY-SEPT22	0.00	778.59
1001	40006	08/18/22	10113	FOWLER ACE HARDWARE	6120	KEY KRAFTER	0.00	2.48
1001	40006	08/18/22	10113	FOWLER ACE HARDWARE	6120	KEY MASTER	0.00	5.17
1001	40006	08/18/22	10113	FOWLER ACE HARDWARE	6120	KEY SCHLAGE	0.00	5.39
1001	40006	08/18/22	10113	FOWLER ACE HARDWARE	6120	BULB FLUO T8	0.00	10.81
1001	40006	08/18/22	10113	FOWLER ACE HARDWARE	6120	MAGNUM LOCK & KEYS	0.00	46.42
1001	40006	08/18/22	10113	FOWLER ACE HARDWARE	6120	MAGNUM LOCK & KEYS	0.00	56.16
TOTAL	CHECK						0.00	126.43
1001	40007	08/18/22	14245	FOWLER ACE HARDWARE	6700	SNR CNTR SUPPLIES	0.00	163.53
1001	40008	08/18/22	14247	FOWLER ACE HARDWARE	6260	PARKS	0.00	129.68
1001	40008	08/18/22	14247	FOWLER ACE HARDWARE	6200	STREET SUPPLIES	0.00	361.34
1001	40008	08/18/22	14247	FOWLER ACE HARDWARE	5000	WATER DEPT SUPPLIES	0.00	566.36
TOTAL	CHECK						0.00	1,057.38
1001	40009	08/18/22	13970	GEMINI GROUP, LLC	5000	CCR REPORT PRDCTN	0.00	2,971.00
1001	40010	08/18/22	10141	H & H TIRE SERVICES #3,	6120	UNIT #25	0.00	19.88
1001	40011	08/18/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES PARKS	0.00	36.20
1001	40011	08/18/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES PARKS PANZAK	0.00	96.89
1001	40011	08/18/22	11018	HOME DEPOT CREDIT SERVIC	6200	SUPPLIES PARKS	0.00	123.12
TOTAL	CHECK						0.00	256.21
1001	40012	08/18/22	14238	INFOSEND, INC	5000	UB 7/1/22	0.00	1,739.40
1001	40012	08/18/22	14238	INFOSEND, INC	5000	UB 7/29/22	0.00	1,803.77
TOTAL	CHECK						0.00	3,543.17
1001	40013	08/18/22	14674	INOUE, SENSHO	500	UB REFUND	0.00	35.27
1001	40014	08/18/22	10458	IRVINE & JACHENS, INC	6120	BADGE GOLD COLOR HD	0.00	212.44
1001	40015	08/18/22	10290	LEAGUE OF CALIF CITIES-S	6010	SSJVD MEETING PARRA	0.00	50.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	66.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	198.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	286.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	1,169.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	1,250.73
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	2,148.40
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	2,222.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	2,926.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	4,708.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	5,830.00
1001	40016	08/18/22	10194	LOZANO SMITH	6060	LEGAL SERVICE JUL22	0.00	7,760.00
TOTAL	CHECK						0.00	28,564.13

SUPERION
DATE: 09/14/2022
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 3
ACCTPA21

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FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6080	128 S. 5TH 8/1/22	0.00	2.58
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO LP 8/1/22	0.00	7.20
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	5000	912 PALM 7-29-22	0.00	9.88
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	MERCED/7TH 8/1/22	0.00	10.51
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	MERCED/6TH 8/1/22	0.00	10.51
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	1291 W SOUTH 8/1/22	0.00	10.51
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	127 S. 6TH 8/1/22	0.00	10.51
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	5TH/FRESNO GAS 8/1/22	0.00	11.00
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6080	128 S. 5TH 8/1/22 420	0.00	16.67
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6700	E. MERCED 8/1/22 7TH/	0.00	25.44
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	TULARE 8/1/22 420 E.	0.00	26.38
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	MERCD LP 8/1/	0.00	31.14
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	5000	ADAMS/5TH 8/1/22 4215	0.00	51.16
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	GOLDNSTAT 8/1/22 2831	0.00	70.77
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	E. MANN 8/1/22 GLDNST	0.00	77.23
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	B 8/1/22 ADAMS/TRFSGL	0.00	86.48
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	2250	7-29-22 212 E. MERCED	0.00	99.08
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	8/1/22 95 E. ADAMS	0.00	133.45
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	5000	8/1/22 9TH/MERCED	0.00	138.59
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6260	8/1/22 500 E MERCED	0.00	252.33
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6260	8/1/22 TEMP/GOLDN	0.00	340.54
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	5000	8/1/22 5TH/FRESNO	0.00	423.95
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6200	8/1/22 420 E MERCED	0.00	964.81
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6700	8/1/22 MAIN/5TH	0.00	2,195.34
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	6080	8/1/22 SESWNW231521	0.00	3,380.03
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	5000	8/1/22 WELL SITE 7	0.00	10,131.39
1001	40017	08/18/22	10237	P G & E - SACRAMENTO	5000	7/29/22	0.00	18,223.69
TOTAL CHECK							0.00	36,741.17
1001	40018	08/18/22	10249	QUILL	6030	WRIST PAD FINANCE	0.00	10.89
1001	40018	08/18/22	10249	QUILL	6150	WIRELESS KEY/MOUSE	0.00	27.28
1001	40018	08/18/22	10249	QUILL	6020	MONITOR STAND	0.00	33.77
1001	40018	08/18/22	10249	QUILL	6020	ADDRESS LABELS	0.00	35.95
1001	40018	08/18/22	10249	QUILL	6030	WIRELESS KEY/MOUSE	0.00	42.89
1001	40018	08/18/22	10249	QUILL	6200	ANTIBAC HAND SOAP	0.00	43.57
1001	40018	08/18/22	10249	QUILL	6020	PENS RED,BLK,BLU	0.00	54.32
TOTAL CHECK							0.00	248.67
1001	40019	08/18/22	14675	RUIZ, ADRIAN	500	UB REFUND	0.00	63.85
1001	40020	08/18/22	13355	SITE ONE LANDSCAPE SUPPL	6200	SERVICE PARKS	0.00	88.90
1001	40021	08/18/22	14358	SPARKLETTS	6020	WATER SERVICE	0.00	229.57
1001	40022	08/18/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS	0.00	62.10
1001	40022	08/18/22	13543	UNIFIRST CORPORATION	6200	UNIFORMS PW	0.00	256.74
TOTAL CHECK							0.00	318.84
1001	40023	08/18/22	14259	VISUAL EDGE IT INC DBA I	6150	COPIER SVC 8/15/22	0.00	189.62
1001	40023	08/18/22	14259	VISUAL EDGE IT INC DBA I	6020	COPIER SVC 8/15/22	0.00	189.63
1001	40023	08/18/22	14259	VISUAL EDGE IT INC DBA I	6160	COPIER SVC 8/15/22	0.00	189.63
1001	40023	08/18/22	14259	VISUAL EDGE IT INC DBA I	5000	COPIER SVC 8/15/22	0.00	189.63

SUPERION
DATE: 09/14/2022
TIME: 11:46:27

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 4
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
TOTAL CHECK							0.00	758.51
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6150	LEASE 7/25-8/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6160	LEASE 7/25-8/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6020	LEASE 7/25-8/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6120	LEASE 7/25-8/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6150	LEASE 6/25-7/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6160	LEASE 6/25-7/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6020	LEASE 6/25-7/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6120	LEASE 6/25-7/24	0.00	201.16
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6200	LEASE 6/25-7/24	0.00	201.18
1001	40024	08/18/22	14290	XEROX FINANCIAL SERVICES	6200	LEASE 7/25-8/24	0.00	201.18
TOTAL CHECK							0.00	2,011.64
1001	40025	08/18/22	14673	ZAVALA, BONNIE	500	UB REFUND	0.00	69.51
1001	40027	08/24/22	14688	BRIGHT PLANET SOLAR	100	REFND DUP PMT PERMIT	0.00	347.07
1001	40028	08/24/22	10024	BSK ASSOCIATES	5000	TCP PURGE/TRAP	0.00	233.00
1001	40029	08/24/22	11291	THE BUSINESS JOURNAL	6150	PUB NOT-SETBACK	0.00	110.00
1001	40029	08/24/22	11291	THE BUSINESS JOURNAL	6150	PUB NOT BIZ LIC	0.00	110.00
1001	40029	08/24/22	11291	THE BUSINESS JOURNAL	6150	PUB NOT-OPEN SPACE	0.00	123.75
1001	40029	08/24/22	11291	THE BUSINESS JOURNAL	6150	PUB NOT-PARKING	0.00	137.50
TOTAL CHECK							0.00	481.25
1001	40030	08/24/22	10045	CASCADE FIRE EQUIPMENT C	6130	TURNOUTS-FIRE	0.00	6,972.90
1001	40031	08/24/22	14429	CORE & MAIN	5000	SUPPLIES WATER	0.00	111.60
1001	40031	08/24/22	14429	CORE & MAIN	6200	SUPPLIES PW	0.00	148.54
TOTAL CHECK							0.00	260.14
1001	40032	08/24/22	13275	FERGUSON WATERWORKS #142	5000	SUPPLIES WATER	0.00	1,953.15
1001	40033	08/24/22	10114	FOWLER BUTANE SERVICES	6200	PROPANE	0.00	27.97
1001	40034	08/24/22	10128	FRESNO COUNTY RECORDERS	6260	RECORDING FEE	0.00	20.00
1001	40034	08/24/22	10128	FRESNO COUNTY RECORDERS	6260	RECORDING FEE	0.00	20.00
TOTAL CHECK							0.00	40.00
1001	40035	08/24/22	14271	MID VALLEY WATER WELL TE	5000	WELL TEST 04/18/22	0.00	1,000.00
1001	40036	08/24/22	10237	P G & E - SACRAMENTO	6200	WALTER/FRESNO 8/16/22	0.00	12.96
1001	40036	08/24/22	10237	P G & E - SACRAMENTO	6200	TRACT 5834 8/16/22	0.00	44.91
1001	40036	08/24/22	10237	P G & E - SACRAMENTO	6200	TRACT 5212 8/16/22	0.00	94.17
1001	40036	08/24/22	10237	P G & E - SACRAMENTO	6200	T5088 8/16/22	0.00	146.90
1001	40036	08/24/22	10237	P G & E - SACRAMENTO	6200	TRACT 5198 8/16/22	0.00	153.55
TOTAL CHECK							0.00	452.49
1001	40037	08/24/22	11071	PAPE MACHINERY ACCT	4437 6200	BACKHOE HOSE REPAIR	0.00	401.30
1001	40038	08/24/22	13095	PBM SUPPLY & MFG	6260	SUPPLIES-PARKS	0.00	15.92

SUPERION
DATE: 09/14/2022
TIME: 11:46:27

CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 5
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 100 - GENERAL FUND

CASH	ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	MARSHALL II TTM	0.00	270.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	MARSHALL SCHOOL EEC	0.00	360.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	TCP COORDINATION	0.00	432.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	MONTH RETAINER MAY22	0.00	500.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	TRACT6274 CONSTRUCT	0.00	523.92
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	SPR22-03ROSESHARON	0.00	780.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	TRACT 6188 CONSTRUCTN	0.00	1,167.97
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	TTM5952 PLANCHECK	0.00	1,546.88
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	2030	FY21-22 STREET PROJ	0.00	1,933.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	MONTHRETAIN JAN-AP22	0.00	2,000.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	2300	TTM5952 INSPECTION	0.00	2,191.62
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6200	FOWLER AVE SIDEWALK	0.00	2,639.70
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	ENCRCHMT PERMIT	0.00	3,130.09
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	MISC ENG SERVICE	0.00	3,682.00
1001		40039	08/24/22	12060	PETERS ENGINEERING GROUP	6150	TRACT6381 PLAN REVIEW	0.00	8,288.50
TOTAL	CHECK							0.00	29,445.68
1001		40040	08/24/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT 20-21	0.00	1,138.00
1001		40040	08/24/22	14433	PRICE PAIGE & COMPANY	6030	AUDIT 21-22	0.00	13,081.00
TOTAL	CHECK							0.00	14,219.00
1001		40041	08/24/22	13655	PROVOST & PRITCHARD	6150	AA22-17-1137 LUCIA	0.00	301.00
1001		40041	08/24/22	13655	PROVOST & PRITCHARD	6150	GENERAL PLAN	0.00	12,957.41
1001		40041	08/24/22	13655	PROVOST & PRITCHARD	6150	ON-CALL	0.00	19,321.60
TOTAL	CHECK							0.00	32,580.01
1001		40042	08/24/22	14479	RG POWER	6200	SUPPLIES-STREET	0.00	138.86
1001		40043	08/24/22	11195	ROBERT V JENSEN INC	6260	FUEL-PW	0.00	187.55
1001		40043	08/24/22	11195	ROBERT V JENSEN INC	5000	FUEL-WATER	0.00	187.56
TOTAL	CHECK							0.00	375.11
1001		40044	08/24/22	10289	SOUTH COUNTY VETERINARY	6270	ANIMAL DISPOSAL	0.00	40.60
1001		40045	08/24/22	14533	STEPHANIE MEJIA	6120	CHIEF ALCARAZ-FAREWEL	0.00	80.00
1001		40046	08/24/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS	0.00	62.10
1001		40046	08/24/22	13543	UNIFIRST CORPORATION	6020	MATS/MOPS	0.00	68.20
TOTAL	CHECK							0.00	130.30
1001		40047	08/24/22	10001	WASTE MANAGEMENT CA	6120	PURGE PROPERTY	0.00	2.52
1001		40049	08/24/22	10031	CALIFORNIA POLICE CHIEFS	6120	POST CHIEFS TUITION	0.00	475.00
1001		40049	08/24/22	10031	CALIFORNIA POLICE CHIEFS	6120	POST CHIEFS TUITION	0.00	-475.00
TOTAL	CHECK							0.00	0.00
1001		40050	08/24/22	10064	COLONIAL LIFE INSURANCE	100	EMP DED AUG22	0.00	60.02
1001		40050	08/24/22	10064	COLONIAL LIFE INSURANCE	100	EMP DED AUG22	0.00	182.70
TOTAL	CHECK							0.00	242.72
1001		40051	08/24/22	14512	CSG CONSULTANTS	6160	BO SERVICES	0.00	168.00

SUPERION
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 6
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 100 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40051	08/24/22	14512	CSG CONSULTANTS	6160	PLAN CHECK	0.00	773.67
TOTAL CHECK							0.00	941.67
1001	40052	08/24/22	14684	EDWARD TORRES	6400	WED NGHT BAND 8/21/22	0.00	800.00
1001	40053	08/24/22	14659	FIRE SAFETY SOLUTIONS	6160	INSP & PLAN CHECK	0.00	2,400.00
1001	40054	08/24/22	11626	GARCIA & SANCHEZ SMOG &	6120	SMOG CHECK #70	0.00	50.00
1001	40055	08/24/22	13127	HEALTHWISE SERVICES	6120	SHARPS KIOSK	0.00	286.25
1001	40056	08/24/22	14029	JOHN PEMBERTON	6400	WED NIGHT PARK BAND	0.00	350.00
1001	40057	08/24/22	10201	METRO UNIFORM & ACCESSOR	6120	CSO UNIFORMS GIOVANNI	0.00	255.97
1001	40057	08/24/22	10201	METRO UNIFORM & ACCESSOR	6120	PD UNIFORM SOLIAN	0.00	503.19
TOTAL CHECK							0.00	759.16
1001	40058	08/24/22	14685	MICHAEL REID	6120	SMPCA WKS 11/28-11/30	0.00	225.00
1001	40058	08/24/22	14685	MICHAEL REID	6120	CHIEF TRN REID	0.00	225.00
TOTAL CHECK							0.00	450.00
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	SPR 22-03	0.00	56.00
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	SPR 22-03	0.00	83.30
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	AA 22-17	0.00	91.00
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	TTM 21-0015	0.00	235.90
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	VARIANCE 22-20	0.00	333.90
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	ON CALL	0.00	636.48
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	REZONE 22-10	0.00	3,740.10
1001	40059	08/24/22	13655	PROVOST & PRITCHARD	6150	ON-CALL	0.00	18,840.91
TOTAL CHECK							0.00	24,017.59
1001	40060	08/24/22	11695	QUAD KNOFF	6150	GRANT ASST JULY 22	0.00	1,547.00
1001	40061	08/24/22	14686	R & S ERECTION TRI-COUNT	6130	SVC. FIRE DEPT GATE	0.00	607.50
1001	40062	08/24/22	13543	UNIFIRST CORPORATION	6700	JANITORIAL SN CTR	0.00	48.21
TOTAL CASH ACCOUNT							0.00	254,850.18
TOTAL FUND							0.00	254,850.18

SUPERION
DATE: 09/14/2022
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 7
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 212 - ARPA FUNDING

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40026	08/18/22	14668	R.L. FRIEND CONSTRUCTION	2120	WATER METER REPLACE#2	0.00	32,176.03
1001	40048	08/24/22	12060	PETERS ENGINEERING GROUP	2120	CITYWIDE METER CON	0.00	5,597.07
TOTAL CASH ACCOUNT							0.00	37,773.10
TOTAL FUND							0.00	37,773.10

SUPERION
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 8
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 236 - ACTIVE TRNSPORT PLN (ATP)

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40063	08/24/22	12060	PETERS ENGINEERING GROUP	2360	GLDN STATE BIKE PATH	0.00	16,407.03
TOTAL CASH ACCOUNT							0.00	16,407.03
TOTAL FUND							0.00	16,407.03

SUPERION
DATE: 09/14/2022
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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

PAGE NUMBER: 9
ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 237 - SRFC TRNS BLCK GRNT-STBG

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40064	08/24/22	12060	PETERS ENGINEERING GROUP	2370	MANN AVE RECONST	0.00	6,211.40
TOTAL CASH ACCOUNT							0.00	6,211.40
TOTAL FUND							0.00	6,211.40

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CITY OF FOWLER
CHECK REGISTER - DISBURSEMENT FUND

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ACCTPA21

SELECTION CRITERIA: transact.check_no between '39991 ' and '40065'
ACCOUNTING PERIOD: 3/23

FUND - 503 - TCP FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	DEPT	-----DESCRIPTION-----	SALES TAX	AMOUNT
1001	40065	08/24/22	13655	PROVOST & PRITCHARD	5030	TCP PLANT	0.00	7,172.30
TOTAL CASH ACCOUNT							0.00	7,172.30
TOTAL FUND							0.00	7,172.30
TOTAL REPORT							0.00	322,414.01

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
SPECIAL MEETING
Tuesday, August 16, 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 Reid, Public Works Director Dominguez, Community Development Director Gaffery, Recreation Supervisor Hernandez, Finance Director Moreno, City Planner Marple, Deputy City Clerk Vasquez

3. Ceremonial Presentation (Police)

3-A. Chief Alcaraz

Former Chief of Police, Rudy Alcaraz, was presented with his badge.

3-B. Swearing -In of Police Chief Reid

Chief Reid was publicly sworn in as the new Chief of Police for the City of Fowler.

4. ADJOURNMENT

Having no further business, the meeting adjourned at 6:17 p.m.

**MINUTES OF THE FOWLER CITY COUNCIL MEETING
Tuesday, August 16, 2022**

Mayor Pro-Tem Rodriquez called the meeting to order at 7:00 p.m.

Councilmembers Present: Rodriquez, Kazarian, Mejia, Parra

City Staff Present: City Manager Tucker, City Attorney Cross, Police Chief Reid, Public Works Director Dominguez, Community Development Director Gaffery, City Planner Marple, Finance Director Moreno, City Engineer Peters, Deputy City Clerk Vasquez

Mayor Pro-Tem made a motion to remove Item 8-Ci from the agenda, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Rodriquez, Parra, Kazarian, Mejia

5. PUBLIC COMMENT

No members of the public spoke.

6. CONSENT CALENDAR

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

7. CONTESTED CONSENT CALENDAR

N/A

8. GENERAL ADMINISTRATION

8-A. Planning

- i. APPROVE an agreement with Toole Design Group, LLC in the amount of \$82,234 for downtown streetscape conceptual design**

Councilmember Kazarian made a motion to APPROVE an agreement with Toole Design Group, LLC in the amount of \$82,234 for downtown streetscape conceptual design, seconded by Councilmember Parra. The motion carried by roll call vote: Ayes: Kazarian, Parra, Mejia, Rodriquez

8-B. Public Works

- i. INTRODUCE and receive direction regarding proposed park design standards**

City Engineer Peters received direction from Council.

8-C. City Council

- i. **APPOINT delegates to various boards, agencies, and commissions**

Item 8-Ci was removed from the agenda per Mayor Pro-Tem Rodriquez’ point of order

9. CITY MANAGER UPDATE

- 9-A Discussion and seek direction on negotiations with City of Selma, Ambulance/Emergency Medical Services Division**
Staff received direction from Council.

10. CITY ATTORNEY REPORT

City Attorney Cross received direction from Council regarding potential funding opportunities for Volunteer Firefighters and will place an item on the next Council Meeting Agenda.

11. STAFF COMMUNICATIONS (CITY MANAGER)

- Updates were provided by City Manager Tucker, Community Development Director Gaffery, Finance Director Moreno, Deputy City Clerk Vasquez, Public Works Director Dominguez, and Chief Reid.

12. COUNCILMEMBER REPORTS AND COMMENTS

- Updates were provided by Councilmember Parra, Councilmember Mejia, and Mayor Pro-Tem Rodriquez.

11. ADJOURNMENT

Having no further business, the meeting adjourned at 7:55 p.m.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-D

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM: Scott Cross, City Attorney

SUBJECT

Consider Approval of Resolution No. 2592, A Resolution of the City Council of the City of Fowler Authorizing Remote Teleconferencing for City Council Meetings and Commission Meetings During Declared State of Emergency in Accordance with Government Code Section 54953 (AB 361)

RECOMMENDATION

The City Council approved Resolution No. 2522 on October 19, 2021, to allow City Council members to attend City Council meetings via remote teleconferencing pursuant to AB 361. The Resolution also authorized the City's other commissions to meet remotely for as long as the City Council authorizes. Resolution No. 2522 has expired, and Resolution No. 2592 is presented for consideration if the City Council desires to continue with remote teleconferencing for City Council and various City commission meetings as authorized by Government Code Section 54953 as amended by AB 361.

BACKGROUND

AB 361 amended the Ralph M. Brown Act last year to allow legislative bodies the option of continuing to conduct meetings via remote teleconference or virtually without complying with the typical Brown Act requirements necessary for legislative body members to attend meetings remotely. One of the requirements for being allowed to use the remote teleconferencing authorized under AB 361 is that the legislative body must make certain findings every 30 days to continue conducting meetings at which legislative body members may attend remotely without complying with the typical pre-AB 361 Brown Act requirements for remote attendance at city council meetings.

Resolution No. 2522 has expired due to the fact that the City Council last approved continuing the authorization for remote teleconferencing in accordance with AB 361 at the August 16, 2022 City Council meeting. Therefore, a new resolution with the required findings must be approved to re-authorize the use of remote teleconferencing in accordance with AB 361.

Resolution No. 2592 contains the required findings if the City Council wishes to approve. If approved, a continuing resolution will be brought forward at future City Council meetings (at least every 30 days) for the Council to consider the required findings to continue authorized remote teleconferencing. Resolution No. 2592 also authorizes other City commissions such as the planning commission and recreation commission to conduct meetings in the same manner for as long as the City Council authorizes.

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. 2592

RESOLUTION NO. 2592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER AUTHORIZING REMOTE CITY COUNCIL MEETINGS AND COMMISSION MEETINGS DURING DECLARED STATE OF EMERGENCY IN ACCORDANCE WITH GOVERNMENT CODE SECTION 54953 (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 attendance and participation at public meetings as set forth in Government Code Section 54953; and

WHEREAS, the City Council approved Resolution No. 2522 on October 19, 2021, authorizing teleconferencing and remote attendance at City Council meetings and other City commission meetings in accordance with Government Code Section 54953 as amended by AB 361, and subsequently approved a series of resolutions in accordance with Government Code Section 54953(e)(3) to continue with remote attendance at meetings; and

WHEREAS, 30 days has lapsed since the last resolution approved by the City Council authorizing the continued use of remote attendance at meetings, and the City Council desires to continue authorizing remote attendance at meetings as authorized by Government Code Section 54953 as amended by AB 361; and

WHEREAS, neither the state of emergency proclaimed by the Governor on March 4, 2020, nor the state of emergency declared by the Fowler City Council on March 17, 2020, has been rescinded and the state of emergency 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 commission meetings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOWLER RESOLVES AS FOLLOWS:

1. The City Council finds that the State and local declarations of emergency resulting from the COVID-19 pandemic remain in place.

2. The City Council finds that, as a result of the declared emergency resulting from COVID-19, meeting in person would present imminent risks to the health or safety of attendees of City Council meetings and City commission meetings.

3. This Resolution shall be effective immediately for the City Council and all City commissions, and a continuing resolution shall be a standing item on City Council meeting agendas not more than every 30 days hereafter so that the City Council may 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 this Resolution is rescinded or expires.

The foregoing resolution of the City Council of the City of Fowler was duly and regularly introduced and approved at a regular meeting of the City Council on September 20, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Mark Rodriquez, Mayor Pro Tem

ATTEST:

Angela Vazquez, Deputy City Clerk



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-E

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

Acceptance of Various Donations to the City for Employee Appreciation Dinner.

RECOMMENDATION

Staff recommend the City Council accept donations from various companies.

BACKGROUND

Per Resolution 1881, donations to the City of \$500 or more shall be approved by the City Manager, and then presented to the City Council for acceptance.

Several donations were received to date for the Employees Appreciation Dinner. Donations received that were over \$500 are as follow:

- August 15, 2022, from JGSS Food Service, Inc. dba AM/PM in the amount of \$500.00
- August 25, 2022, from Fowler Packing Company in the amount of \$3,500.00
- September 12, 2022, from Sunny Truck & RV Wash Inc in the amount of \$500.00

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Donation revenue enhances the City's ability to provide programs and services.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- None



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-F

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE Certificate of Map Correction – Tract Map 5952

RECOMMENDATION

Staff recommend the City Council approve the Certificate of Map Correction for Tract Map 5952 and authorize the City Engineer to deliver the certificate and revised Final Map to the Fresno County Clerk for recordation.

BACKGROUND

The City Council previously approved the Final Map for Tract 5952, and the map was delivered to the Fresno County Clerk for recordation. After recordation, it was noted that there was a note placed in error that inadvertently dedicated the remainder parcel to the City of Fowler. The intention and agreement between the subdivider and City staff was for the parcel to be designated as a remainder.

The proposed Certificate of Map Correction revises the notes on the Final Map such that the subject parcel is designated as a remainder on the recorded map.

ENVIRONMENTAL REVIEW

The environmental document previously prepared for the project remains unchanged.

FISCAL IMPACT

There is no fiscal impact to the City regarding approval and submission of the Certificate of Map correction.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Certificate of Map Correction
- Revised Final Map

RECORDING REQUESTED BY:
K.Hovnanian Homes Northern
California, Inc.
3721 Douglas Blvd, Suite 150
Roseville, CA 95661

AND WHEN RECORDED MAIL TO:

Deputy City Clerk
City of Fowler
128 S. 5th Street
Fowler, CA 93625

CERTIFICATE OF CORRECTION

Ruben Aparicio III, being duly sworn, deposes and says:

That the following corrections or additions to the map of Tract 5952, as filed in Volume 91 of Plats, Page 95-99 in the office of the Recorder, County of Fresno have been made by me in accordance with Section 66469 of the Subdivision Map Act:

See Attached "FINAL MAP OF TRACT NO. 5952"

- The Remainder (Park & Basin) has been separated into 2 areas.
- Note No. 4 on sheet 2 has been updated for the Remainder (Park) area.
- Note No. 5 on sheet 3 has been added.
- Note No. 6 on sheet 3 has been added.
- Delta 4, as an easement dedication, has been added to sheets 2 & 3.
- Delta 5, as an easement dedication, has been added to sheets 2 & 3

Ruben Aparicio III, PLS
LIC. 8026 – Exp. 12-31-22

Certificate of City Engineer

This is to certify that the above Certificate of Correction
has been examined for compliance with Section 66469
of the Subdivision Map Act.

Dated: _____

Signature: _____
David M. Peters, R.C.E. C52685
City Engineer

FINAL MAP OF TRACT NO. 5952

IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN OCTOBER 2018, BY LANDDESIGN CONSULTING
CONSISTING OF SIX SHEETS
SHEET TWO OF SIX SHEETS

BASIS OF BEARINGS

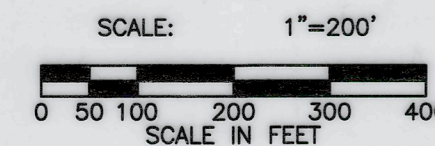
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, TAKEN TO BE N89°35'00"E AS SHOWN ON TRACT MAP NO. 5198 RECORDED IN VOLUME 78 OF PLATS AT PAGES 54 AND 55, FRESNO COUNTY RECORDS.

NOTES

- SET 3/4" IRON PIPE, 6" DOWN, TAGGED PLS 8026 AT ALL LOT CORNERS AND ANGLE POINTS.
- OUTLOT "A" IS OFFERED FOR DEDICATION IN FEE BY THIS MAP, TO THE CITY OF FOWLER FOR LANDSCAPING PURPOSES, AND THE MAINTENANCE THEREOF, AND AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES.
- OUTLOT "B" IS OFFERED FOR DEDICATION IN FEE BY THIS MAP, TO THE CITY OF FOWLER FOR SEWER LIFT STATION PURPOSES, AND THE MAINTENANCE THEREOF, AND AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES.
- REMAINDER (PARK) IS OFFERED FOR DEDICATION IN FEE BY THIS MAP, TO THE CITY OF FOWLER FOR PARK PURPOSES, AND THE MAINTENANCE THEREOF, AND AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES.

LEGEND:

- MONUMENT FOUND AND ACCEPTED UNLESS OTHERWISE NOTED.
- SET 3/4" IRON PIPE, 30" LONG, 6" DOWN BELOW GROUND, TAGGED PLS 8026.
- SET BRASS CAP FLUSH IN CONCRETE, STAMPED PLS 8026 PER CITY OF FOWLER STANDARD M-9.
- NOW OFFERED FOR DEDICATION AS AN EASEMENT FOR PUBLIC STREET PURPOSES.
- INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS.
- NOW OFFERED FOR DEDICATION AS A PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF FOWLER. SEE DETAIL H ON SHEET 5
- PREVIOUSLY DEDICATED TO COUNTY OF FRESNO FOR PUBLIC ROAD PURPOSES RECORDED DECEMBER 13, 1886 IN BOOK 52 OF DEEDS, PAGE 311, FRESNO COUNTY RECORDS. WIDTH NOT GIVEN, SHOWN AS 30' ON MAP OF NORRIS COLONY RECORDED IN VOLUME 2, PAGE 28 OF PLATS, F.C.R.
- PREVIOUSLY DEDICATED TO COUNTY OF FRESNO FOR PUBLIC ROAD PURPOSES RECORDED MARCH 10, 1905 IN BOOK 342 OF DEEDS, PAGE 371, FRESNO COUNTY RECORDS.
- PREVIOUSLY DEDICATED TO CONSOLIDATED IRRIGATION DISTRICT FOR IRRIGATION PURPOSES PER DOCUMENT #122234 RECORDED DECEMBER 16, 1980 IN BOOK 7640, PAGE 711, OFFICIAL RECORDS OF FRESNO COUNTY.
- EASEMENT FOR ACCESS TO THE TURNOUT FACILITY.
- EASEMENT FOR ACCESS TO THE REMAINDER (BASIN).
- () RECORD DATA PER TRACT MAP NO. 5198 RECORDED IN VOLUME 78 OF PLATS AT PAGES 54 AND 55, FRESNO COUNTY RECORDS.
- [] RECORD DATA PER PARCEL MAP NO. 2115 RECORDED IN BOOK 14 OF PARCEL MAPS AT PAGE 27, FRESNO COUNTY RECORDS.
- CALC. CALCULATED FROM RECORD DATA.
- F.C.C.R. FRESNO COUNTY CORNER RECORD.
- F.C.R. FRESNO COUNTY RECORDS.
- PUE PUBLIC UTILITY EASEMENT NOW OFFERED FOR DEDICATION FOR PUBLIC USE.
- HEAVY SHADED BORDER INDICATES THE LIMITS OF THIS SUBDIVISION.



FINAL MAP OF TRACT NO. 5952

IN THE CITY OF FOWLER, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN OCTOBER 2018, BY LANDDESIGN CONSULTING
CONSISTING OF SIX SHEETS
SHEET THREE OF SIX SHEETS

BASIS OF BEARINGS

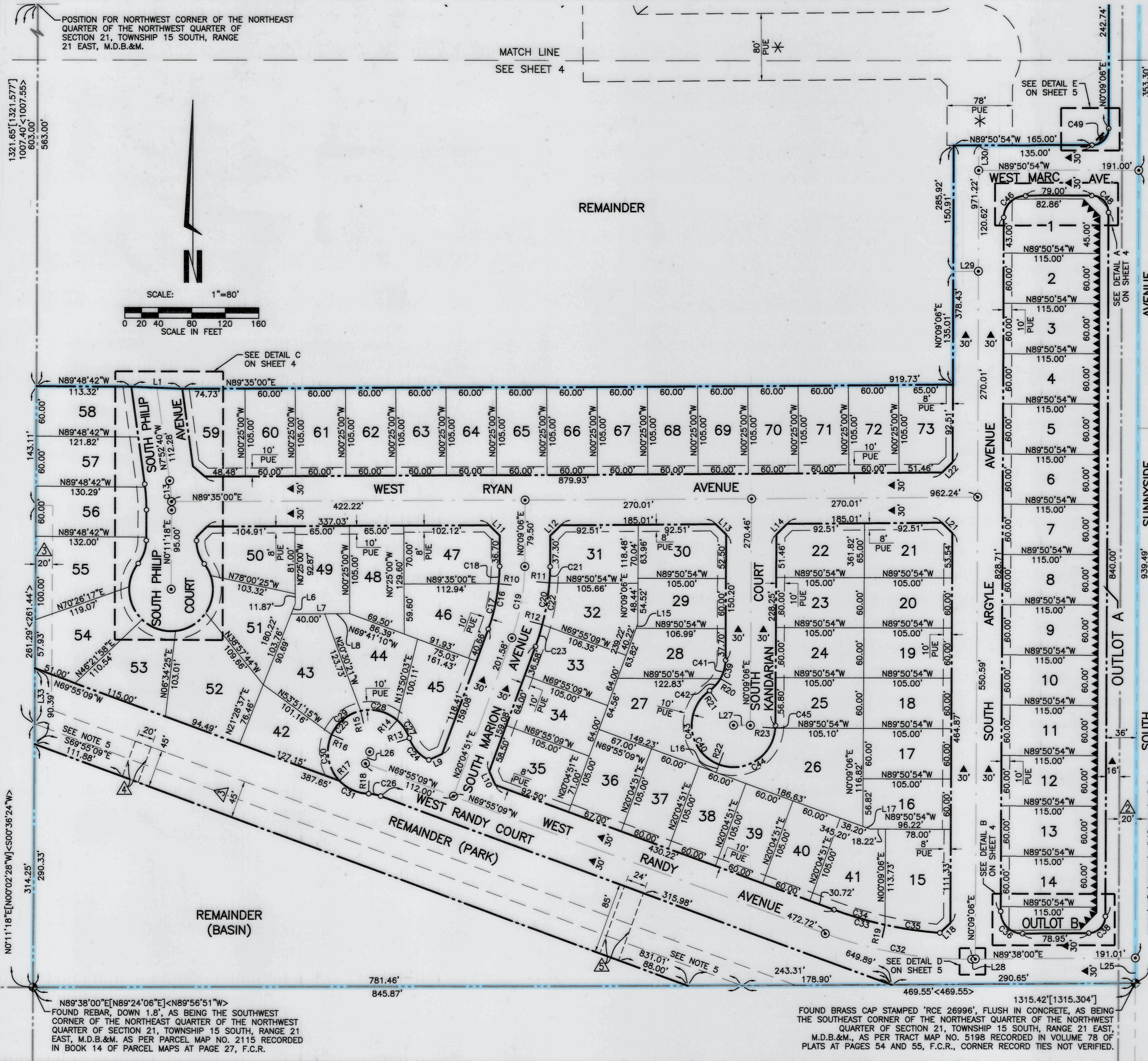
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5. N69°55'09"W<N69°30'00"W> 899.50' <899.21'>
6. REMAINDER (BASIN) SHALL BE PROPERTY OF THE OWNER.

LEGEND:

- MONUMENT FOUND AND ACCEPTED UNLESS OTHERWISE NOTED.
- SET 3/4" IRON PIPE, 30" LONG, 6" DOWN BELOW GROUND, TAGGED PLS 8026.
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CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-G

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MICHAEL S. REID, Chief of Police

SUBJECT

Actions pertaining to the purchase and upfitting of two Police Department patrol vehicles:

1. APPROVE an agreement with 72 Hour LLC dba National Auto Fleet Group (72 Hour) National Auto Fleet group in the amount of \$89,175.89 for the purchase of two 2022 Dodge Durango Pursuit V-8 AWD police vehicles.
2. APPROVE an agreement with LEHR Auto Electric in an amount not to exceed \$34,000 for the upfitting of two 2022 Dodge Durango Pursuit V-8 AWD police vehicles.

RECOMMENDATION

Staff recommend the City Council approve the above proposed actions.

BACKGROUND

Vehicle Purchase

The Fowler Police Department has purchased the Ford Interceptor SUV as the primary patrol vehicle for the Department for several years. Recently, mounting manufacturing issues and component supply problems have made it impossible for the Ford Motor Company to keep up with the national law enforcement demand for these vehicles. These problems have been compounded recently by the temporary closing of Ford's Chicago production line through the fall of 2022, and their inability to obtain computer chips for the electronic control systems. As a result, many law enforcement organizations throughout this country that currently have executed contracts with Ford will not be receiving their patrol vehicles. These mounting supply issues with the Ford Motor Company has necessitated law

enforcement agencies, including the Fowler Police Department, to look for alternatives for their police fleets.

The Dodge company entered the law enforcement vehicle production market in the 1990's introducing the Dodge Charger first, then producing the pursuit-rated Durango SUV for police operations. The Dodge vehicles have proven, over time, to be a very reliable, cost efficient, and well-constructed vehicle for law enforcement purposes.

The Clovis Police Department and the Fresno Police Department both have begun to outfit their patrol fleet with the Dodge Durango. Dodge has not had the same manufacturing issues as Ford and through some research, the Fowler Police Department was able to reserve two pursuit rated Dodge Durango's to replace two 2005 Ford Crown Victoria patrol vehicles that remain in the Department's fleet.

Section 7B of the City's Purchasing Policy allows for the use of prices obtained from another public agency's competitive process, commonly referred to as "piggyback" competitive contracting. On December 2, 2021, the City of Fresno awarded a contract to 72 Hour LLC dba National Auto Fleet Group (72 Hour) National Auto Fleet Group for the purchase of Dodge Durango SUV police vehicles. Documentation on the City of Fresno's award is included as an Attachment. The City of Fowler will receive the same base price for the 2022 Dodge Durango SUV from 72 Hour as the City of Fresno's contract with the additional industry cost escalators for police vehicles that have occurred over the past year due to continuing supply chain issues.

For comparison, the 2022 pre-tax price point on the Ford Interceptor to the City of Fowler was \$39,746.48 per unit plus upfitting costs. With Council approval, the 2022 pre-tax price point for the 2022 Dodge Durango will be \$40,459.00 per vehicle from 72 Hour. This price does not include upfitting costs.

Vehicle Upfitting

Once the vehicles are obtained, they must be upfitted with necessary equipment to function as a police vehicle. Some of this equipment, such as emergency lights and sirens, are required under the California Vehicle Code. Other safety equipment such as prisoner transportation compartments, radio communications, lighting, computer consoles, and weapons security systems are necessary for a police officer to safely provide a full range of law enforcement services for the community.

The City of Fowler, as most other law enforcement agencies in California, has utilized LEHR Auto Electric (LEHR) for the upfitting of our patrol fleet with this essential equipment for many years. In 2021, LEHR completed two patrol vehicles for the City of Fowler. All work done by LEHR has been quality work, on time and within budget. At the time of this writing, LEHR has not yet provided an estimated cost for upfitting of the two 2022 Dodge Durango Pursuit V-8 AWD police vehicles. Based on our phone conversations with sale representatives, specifications that were discussed with LEHR representatives, and the invoice price and cost escalations for the Placer County contract staff is asking for approval for upfitting in an amount not to exceed \$34,000.

The same piggyback contracting is authorized by Section 7B of the City's Purchasing Policy for the upfitting of the new vehicles. On October 1, 2021, the County of Placer California awarded a competitively bid contract to LEHR Auto Electric for the upfitting of patrol vehicles. Documentation on the County of Placer's award is included as an Attachment. The City of Fowler will receive the same vehicle upfitting prices from LEHR Auto Electric as the Placer County contract with the additional

industry cost escalators for upfitting that have occurred over the past year due to continuing supply chain issues.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There are sufficient funds in the adopted Fiscal Year (FY) 2022-23 Budget to cover the costs associated with this item. The FY 2022-2023 Budget includes \$65,000 in Measure N Fund 201 and \$65,000 in the COPS Grant Fund 206 for the purchase of Police Department vehicles.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Invoice for two Dodge Durango Police Vehicles from 72 Hour LLC dba National Auto Fleet Group (72 Hour) National Auto Fleet Group for Dodge Durango Police Vehicles by the City of Fresno on December 2, 2021
- City of Fresno Award Documentation
- County of Placer Award Documentation



Legislation Details (With Text)

APPROVED

File #: ID 21-866 **Version:** 1 **Name:**
Type: Action Item **Status:** Agenda Ready
File created: 11/10/2021 **In control:** City Council
On agenda: 12/2/2021 **Final action:**
Title: Approve the award of a purchase contract to 72 Hour LLC of Watsonville, California, for the purchase of 91 Dodge Durango marked patrol vehicles in the amount of \$3,635,531.35 for the Police Department. Delay of action on this item will result in an additional six months added to the procurement as a result of COVID-19 pandemic supply constraints (Bid File 3841).
Sponsors: Department of Transportation
Indexes:
Code sections:
Attachments: 1. Bid Evaluation 3841

Date	Ver.	Action By	Action	Result
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REPORT TO THE CITY COUNCIL

FROM: BRIAN BARR, Assistant Director
Department of Transportation

BY: CLIFF TRAUGH, Business Manager
Department of Transportation, Municipal Fleet Division

SUBJECT

Approve the award of a purchase contract to 72 Hour LLC of Watsonville, California, for the purchase of 91 Dodge Durango marked patrol vehicles in the amount of \$3,635,531.35 for the Police Department. Delay of action on this item will result in an additional six months added to the procurement as a result of COVID-19 pandemic supply constraints (Bid File 3841).

RECOMMENDATION

Staff recommends Council approve the award of a purchase contract to 72 Hour LLC of Watsonville, California, for the purchase of 91 Dodge Durango marked patrol vehicles in the amount of \$3,635,531.35.

EXECUTIVE SUMMARY

The City of Fresno Police Department (PD) is requesting approval to purchase 91 Dodge Durango marked patrol vehicles as replacements and additions. The new units will mobilize law enforcement officers and transport all needed equipment safely and securely. The vehicles will be purchased through a competitive bidding procurement process and will be funded by the adopted FY2022 budget as well as American Rescue Plan Act (ARPA) funds. The Municipal Fleet Division and Purchasing Division contacted the Central California New Car Dealer Association (CCNCDA) and dealerships

located within the City of Fresno limits to gain interest, however no City of Fresno located or CCNCDA dealerships submitted a bid.

Bids were received and reviewed on November 16, 2021. The manufacturer is expected to begin accepting factory orders on model year 2022 pursuit vehicles in early December. Due to COVID-19 pandemic supply constraints the factory order window will close quickly. Should Council delay approval or reject all bids, the Municipal Fleet Division will lose the opportunity to purchase model year 2022 vehicles adding a delay of an additional six months or more above normal lead times.

BACKGROUND

With an emphasis on community partnerships, the Police Department is responsible for daily policing operations within the city of Fresno. The overall goal of the Police Department is to maintain the highest level of service while keeping our community safe. To accomplish this goal, PD officers utilize 397 active marked units to conduct daily patrols, respond to emergency calls, and proactively engage in community outreach.

To provide the most comprehensive analysis of police patrol SUV's, the three major American manufacturers were considered. After reviewing basic specifications, the Chevrolet Tahoe was removed from consideration based on overall size and base price. On September 21, 2021, a comparison between the Ford Explorer and the Dodge Durango was conducted at the Police Regional Training Center. Both units were driven by Police Department staff and feedback was given that the Dodge Durango was more comfortable, better handling, and provided more standard features. Once delivered, the new SUV's will be equipped with emergency lighting, prisoner restraint systems, and safety equipment to complete the vehicle. The equipment upfit contract will be submitted for Council approval in early 2022.

The Dodge Durango is powered by a conventional gasoline combustion engine which and has an estimated combined fuel economy rating of 21 miles per gallon, versus 19 for the outgoing Ford Explorer. The Durango meets the latest vehicle emissions standard set by the California Air Resource Board and complies with all safety standards required for a vehicle of this class.

The Patrol units are on a ten year or 100,000 mile replacement schedule which has been established by the Fleet Management Division as the optimum replacement time. Of the 91 units, 58 units have been identified for replacement as they are over this limit by age or mileage. The remaining 25 vehicles will be additions utilized as take-home vehicles for sworn officers. The Department of Transportation recommends this purchase based on the replacement schedule and the needs of the Police Department.

Competitive bids were solicited for the 91 Dodge Durango marked patrol vehicles on November 1, 2021, and advertised in the Fresno Business Journal. The Notice Inviting Bids was sent to 4 exchanges and specifications were distributed to 7 potential bidders. The Municipal Fleet Division and Purchasing Division contacted the Central California New Car Dealer Association (CCNCDA) and dealerships located within the City of Fresno limits to gain interest, however no City of Fresno located or CCNCDA dealerships submitted a bid. One bid was received and reviewed on November 16, 2021. 72 Hour LLC was determined to be the lowest responsive and responsible bidder with a total bid price of \$3,635,531.35. This price includes delivery and local sales tax at 8.35 percent. The Purchasing Division has approved this contract and recommends Council to approve. The City Attorney's Office has reviewed and approved to form.

ENVIRONMENTAL FINDINGS

By the definition provided in the California Environmental Quality Act Guidelines Section 15378, the award of this contract does not qualify as a project.

LOCAL PREFERENCE

Local preference is applicable to this award, however no local businesses pursuant to FMC 4-108 submitted a bid.

FISCAL IMPACT

General Funds will be used to lease purchase 33 marked patrol vehicles. Funding to cover the first lease payment on these vehicles has been included in the FY2022 adopted budget under the operations of the Police Department. An additional 33 vehicles were proposed in the FY2022 budget hearing as well as an additional 25, that were subsequently added. These additional 58 units will be purchased as a cash acquisition, utilizing American Rescue Plan Act (ARPA)

funds included in 30th Amendment to the Annual Appropriation Resolution No. 2021-178 presented to Council on December 2, 2021.

Attachment: Bid Evaluation 3841



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

August 13, 2022

Chief Michael Reid
City of Fowler Police Department
128 S 5th Street
Fowler, Ca 93625
Delivery Via Email

Dear Chief Reid,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Fowler, new/unused 2022 Dodge Durango Pursuit V-8 AWD responding to your requirement with the attached specifications for \$40,459.00 plus Paint State Sales Tax, and \$8.75 tire tax (non-taxable). These vehicles are available under the Sourcewell (Formerly Known as NJPA) master vehicle contract# 091521-NAF. Units to be all Black.

	One unit MSRP	Selling Price	Total Savings	Extended units (2)	Total Savings
2022 Dodge Durango Pursuit V-8 AWD	43,255.00	40,459.00	6.46%	80,918.00	5,592.00
Sub Total		40,459.00		80,918.00	
Sales Tax		3,631.20		7,262.39	
Tire Tax		8.75		17.50	
Transport		489.00		978.00	
Total		44,587.95		89,175.89	

Delivery 30-60 days ARO

Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.

Kevin Buzzard

National Law Enforcement Sales Manager

National Auto Fleet Group

626-457-5590 O

714-264-1867 C

Buzzard5150@gmail.com



Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD



Wondries Fleet Group / National Auto Fleet Group

Prepared By:

Kevin Buzzard

Wondries Fleet Group / National Auto Fleet Group

626-457-5590 OFC

Buzzard5150@gmail.com

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15277, Data updated Dec 3, 2021 11:27:00 PM PST

Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD (✔ Complete)

Selected Model and Options**MODEL**

CODE	MODEL
WDEE75	2022 Dodge Durango Pursuit AWD

COLORS

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

ENGINE

CODE	DESCRIPTION
EZH	Engine: 5.7L V8 HEMI MDS VVT -inc: 3.09 Rear Axle Ratio, Dual Rear Exhaust w/Bright Tips, 230MM Rear Axle, 800 Amp Maintenance Free Battery, GVWR: 7,100 lbs, Single Speed on Demand Transfer Case

TRANSMISSION

CODE	DESCRIPTION
DFD	Transmission: 8-Speed Automatic (8HP70)

CPOS PKG

CODE	DESCRIPTION
22Z	Quick Order Package 22Z -inc: Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic (8HP70)

AXLE RATIO

CODE	DESCRIPTION
DPM	3.09 Rear Axle Ratio

WHEELS

CODE	DESCRIPTION
WBN	Wheels: 18" x 8.0" Black Steel (STD)


PRIMARY PAINT

CODE	DESCRIPTION
PXJ	DB Black Clearcoat

SEAT TYPE

CODE	DESCRIPTION
C5X9	Black, Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

GVWR

CODE	DESCRIPTION
Z6J	GVWR: 7,100 lbs

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
ADL	Skid Plate Group -inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate

ADDITIONAL EQUIPMENT - EXTERIOR


CODE	DESCRIPTION
LNF	Black Left LED Spot Lamp -inc: Included LED bulb
LNA	Black Right LED Spot Lamp -inc: Included LED bulb

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
CW6	Deactivate Rear Doors/Windows
CW7	Door/Window Activation Kit
GXF	Entire Fleet Alike Key (FREQ 1) -inc: 8 key FOBs are standard

Options Total

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
3.45 Rear Axle Ratio (STD)
GVWR: 6,500 lbs (STD)
50 State Emissions
Transmission w/Sequential Shift Control
Full-Time All-Wheel
Engine Oil Cooler
650CCA Maintenance-Free Battery w/Run Down Protection
220 Amp Alternator
Trailer Wiring Harness
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Police/Fire
1650# Maximum Payload
Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers
Rear Auto-Leveling Suspension
Front And Rear Anti-Roll Bars
HD Suspension
Electric Power-Assist Speed-Sensing Steering
24.6 Gal. Fuel Tank
Single Stainless Steel Exhaust
Permanent Locking Hubs
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 8.0" Black Steel (STD)
Tires: 255/60R18 On/Off Road
Wheels w/Chrome Hub Covers
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD (✔ Complete)

Exterior

Clearcoat Paint
Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent
Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent
Chrome Bodyside Insert and Colored Wheel Well Trim
Black Side Windows Trim
Body-Colored Door Handles
Body-Colored Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Front License Plate Bracket
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System
Radio: Uconnect 4 w/8.4" Display
6 Speakers
Streaming Audio
GPS Antenna Input
SiriusXM Satellite Radio
Integrated Center Stack Radio
Integrated Voice Command w/Bluetooth
2 LCD Monitors In The Front

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD (✔ Complete)

Interior

Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support

4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Leather/Metal-Look Steering Wheel

Illuminated Front Cupholder

Rear Cupholder

Compass

Proximity Key For Doors And Push Button Start

Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console Ducts

Illuminated Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents

Full Cloth Headliner

Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat

Day-Night Auto-Dimming Rearview Mirror

Driver And Passenger Visor Vanity Mirrors


Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Carpet Floor Trim

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15277, Data updated Dec 3, 2021 11:27:00 PM PST

Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Interior

Full Vinyl/Rubber Floor Covering
Cargo Area Concealed Storage
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Google Android Auto
USB Host Flip
Apple CarPlay
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest w/Storage and Rear Center Armrest
Sentry Key Engine Immobilizer
3 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control


Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense with Stop Rear Parking Sensors
Blind Spot Detection Blind Spot
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Safety-Interior

Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags

Airbag Occupancy Sensor


Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

ParkView Back-Up Camera

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD

MSRP:\$37,095.00

Interior:Black, Cloth Bucket Seats w/Shift Insert

Exterior 1:DB Black Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70)

OPTIONS


CODE	MODEL	MSRP
WDEE75	[Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD	\$37,095.00
OPTIONS		
22Z	Quick Order Package 22Z	\$0.00
ADL	Skid Plate Group	\$295.00
C5X9	Black, Cloth Bucket Seats w/Shift Insert	\$0.00
CW6	Deactivate Rear Doors/Windows	\$75.00
CW7	Door/Window Activation Kit	\$100.00
DFD	Transmission: 8-Speed Automatic (8HP70)	\$0.00
DPM	3.09 Rear Axle Ratio	Inc.
EZH	Engine: 5.7L V8 HEMI MDS VVT	\$2,995.00
GXF	Entire Fleet Alike Key (FREQ 1)	\$140.00
LNA	Black Right LED Spot Lamp	\$515.00
LNH	Black Left LED Spot Lamp	\$545.00
PXJ	DB Black Clearcoat	\$0.00
WBN	Wheels: 18" x 8.0" Black Steel	\$0.00
Z6J	GVWR: 7,100 lbs	Inc.

SUBTOTAL	\$41,760.00
Adjustments Total	\$0.00
Destination Charge	\$1,595.00
TOTAL PRICE	\$43,355.00

FUEL ECONOMY

Est City:14 (2021) MPG

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Vehicle: [Fleet] 2022 Dodge Durango (WDEE75) Pursuit AWD ( Complete)

Est Highway:22 (2021) MPG

Est Highway Cruising Range:541.20 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 15277, Data updated Dec 3, 2021 11:27:00 PM PST

Supplier Contract

County of Placer
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603
Phone (530) 886-2122



Contract Number	SCN104242
Contract Reference	97
Contract Start Date	10/01/2021
Contract End Date	09/30/2022
Buyer	Javier Terrazas (51231507)
Phone Number	+1 (530) 889.4252 x4252
Email	JTerrazas@placer.ca.gov

Page 1 of 1

Supplier:
STOMMEL INC dba LEHR 631 N MARKET BLVD STE N SACRAMENTO, CA 95834 United States of America

This Supplier Contract shall be governed by the attached terms and conditions. Please reference the Supplier Contract number above on all invoices and correspondence related to this order.

Summary:
Emergency Response Vehicle Supplies/Equipment and Installation Services Vendor Contact: Steve Adair, Ph. #No. 916-267-5547, Email: steve@lehrauto.com County Contacts: Probation Dept. Contact (Orders and Accounting): Chris Artim, Ph. #530-889-7912, Email: cartim@placer.ca.gov Placer County Sheriff Contact: Matt Burgans, Ph. #530-889-7865 Sheriff Accounting: Lisa Lentz, Ph. #530-889-6919, llentz@placer.ca.gov Placer County Fire: Sarah Poindexter, Ph. #530-889-4037 Placer County Fire Accounting: Glenn Nishimoto, Ph. #530-886-4623, AccountsPayableCEO@placer.ca.gov Renewal of SCN103068

Payment Terms	Total Line Amount	Total Tax Amount	Total Contract Amount
NET 30	275,000.00	0.00	275,000.00

Service Lines				
Line Number	Description	Start Date	End Date	Amount
1	Emergency response vehicle equipment and supplies as well as equipment installation services in accordance with the vendor's agreement to renew SCN103068 - see attached for pricing, terms, and conditions. This is the second of four optional one-year renewal terms that were approved by the Board of Supervisors on September 24, 2019.	10/01/2021	09/30/2022	275,000.00

Brett Wood, Purchasing Manager



Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20000 - Emergency Response Vehicle Equipment and Installation Services

Opening Date: July 30, 2019 4:45 PM

Closing Date: August 13, 2019 3:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficulty submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division

2964 Richardson Drive

Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. **UNSIGNED OR LATE BIDS WILL BE REJECTED.**

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Vendor Details

Company Name: Stommel Inc

Does your company conduct business under any other name? If yes, please state: Lehr Auto Electric

Address: 4707 Northgate Blvd
Sacramento, CA 95834-1120

Contact: Steve Adair

Email: steve@lehrauto.com

Phone: 916-267-5547

Fax: 916-646-6656

HST#: 61-1499917

Submission Details

Created On: Thursday August 08, 2019 16:23:20

Submitted On: Tuesday August 13, 2019 11:55:35

Submitted By: Steve Adair

Email: steve@lehrauto.com

Transaction #: bf9e4edd-1317-482f-9d85-05e42711727e

Submitter's IP Address: 207.242.136.194

Schedule of Prices

BID PRICING WORKSHEET - Category 1

ITEM NO.	DESCRIPTION	UOM	EST. ANNUAL USAGE	MANUFACTURER	MANUFACTURERS PART NUMBER	UNIT PRICE *	EXT PRICE	PRODUCT WARRANTY INFORMATION (state number of months and any special terms or provisions that may apply)	COMMENTS
1.1	Lightbar with the following options/modifications: Add (2) LR11 Flashing Alley Lights, LED (SRALF1); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) 500 Series inboard LED, one red and one blue (SLDBR); Add (2) TIR high output LED take downs, flashing or steady (SXTDLED); and Add (2) 500 Series inboard LED, amber/amber (SLDAA).	EA	15	Whelen LFL Liberty SW WeCan Series Super-LED 54" Lightbar	SW2RRBB	\$1,750.0000	\$ 26,250.00	60	Whelen Master Distributor
1.2	Strap Kit for LFL Liberty SW WeCan Series Super-LED 54" Lightbar. Strap Kit shall be compatible with Chevrolet Tahoe Police SUVs.	EA	15	Whelen Engineering	STPKT71	\$57.0000	\$ 855.00	60	Whelen Master Distributor
1.3	CenCom Sapphire Siren with amplifier control module with pigtails, traffic advisor module, and microphone with CCMICX20 included (20' microphone cable).	EA	15	Whelen Engineering	CCSRN3	\$595.0000	\$ 8,925.00	60	Whelen Master Distributor
1.4	PB400 Full Aluminum Push Bumpers. Push bumpers shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing Bodyguard PB400	BK0534TAH15	\$319.2000	\$ 4,788.00	60	Setina Master Distributor
1.5	Patrol Car Seat, black, with Laguna Seat Belts and Rear Cargo Cage. Patrol car seat shall be compatible with 2011 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Laguna 3P Products	CT5502	\$1,084.0000	\$ 16,260.00	60	Laguna distributor
1.6	Stationary Vinyl Coated Partition with Full Lower Extension Panel. The partition shall be compatible with 2015 to current model year Chevrolet Tahoe Police SUVs.	EA	15	Setina Manufacturing 8-VS Series	PK0369TAH10SCA	\$599.2500	\$ 8,988.75	60	correct Part Number PK0369TAH15S CA
1.7	Shotgun Gun Lock	EA	15	Santa Cruz	SC-1H	\$77.0400	\$ 1,155.60	12	#2 Key
1.8	Ratchet Lock Gen. 2	EA	15	Santa Cruz	SC-6H	\$125.9500	\$ 1,889.25	12	#2 Key
1.9	Muzzle Up Partition Mount	EA	30	Santa Cruz	SC-915P	\$69.9900	\$ 2,099.70	12	Authorized Distributor
1.10	Siren Speaker	EA	15	Whelen	SA315P	\$179.9900	\$ 2,699.85	24	Authorized Distributor
1.11	Speaker Bracket Kit for Whelen SA315P Speaker	EA	15	Whelen	SAK1	\$26.6500	\$ 399.75	60	Authorized Distributor
1.12	Plug In Headlight Flasher for 2015 to current model year Chevrolet Tahoe Police SUVs	EA	15	SoundOff	ETHTAHO-07	\$65.7200	\$ 985.80	60	Authorized Distributor
1.13	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: BLUE	EA	45	Whelen	VTX609B	\$77.3500	\$ 3,480.75	60	Authorized Distributor
1.14	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: RED	EA	45	Whelen	VTX609R	\$77.3500	\$ 3,480.75	60	Authorized Distributor
1.15	Vertex Super-LED Light, Single Self-Contained Hemispheric Light, Color: CLEAR	EA	45	Whelen	VTX609J	\$77.3500	\$ 3,480.75	60	Authorized Distributor
1.16	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: BLUE	EA	15	Whelen	RSB02ZCR	\$55.2000	\$ 828.00	60	Authorized Distributor
1.17	LIN3 Series Super-LED Lighthead, Horizontal Mounting, Color: RED	EA	15	Whelen	RSR02ZCR	\$55.2000	\$ 828.00	60	Authorized Distributor
1.18	Mounting Bracket for LIN3 Series Super-LED Lighthead (Horizontal Mounting)	EA	30	Whelen	RBKT1	\$8.4000	\$ 252.00	60	Authorized Distributor

[illegible]

DISCOUNTS - Category 2

ITEM NO.	DESCRIPTION	Indicate the Percent Discount off List Price for the Product Categories Specified Below *	County's Estimated Annual Expenditures	COMMENTS	
2.1	Discount off list price for Havls Inc. products not specified above.	30	\$100.0000	K-9 Electronics, camera systems, touch screens and keyboards %5	*
2.2	Discount off list price for other Troy Products not specified above.	28	\$100.0000	Command boxes 20% off MSRP	*
2.3	Discount off list price for other SoundOff products not specified above.	40	\$100.0000	Authorized Distributor	*
2.4	Discount off list price for other Federal Signal products not specified above.	35	\$100.0000	Authorized Distributor	*
2.5	Discount off list price for other Setina products not specified above.	25	\$100.0000	Lighted Push bumpers,K-9 Electronic and Blac-rac weapons 5% discount	*
2.6	Discount off list price for other Cole Hersee products not specified above.	52	\$100.0000	Authorized Distributor	*
2.7	Discount off list price for other Whelen Engineering products not specified above.	40	\$100.0000	Whelen Parts (longnumbers) 30% off	*
2.8	Discount off list price for other Santa Cruz Gunlocks products not specified above.	33	\$100.0000	Authorized Distributor	*
2.9	Discount off list price for other Laguna 3P Manufacturing products not specified above.	11	\$100.0000	Authorized Distributor	*
2.10	Discount off list price for other Able 2 products not specified above.	35	\$100.0000	Authorized Distributor	*
2.11	Discount off list price for other Hella products not specified above.	15	\$100.0000	Authorized Distributor	*
2.12	Discount off list price for other Gamber Johnson products not specified above.	30	\$100.0000	Authorized Distributor	*
2.13	Discount off list price for other Code 3 products not specified above.	38	\$100.0000	Authorized Distributor	*
2.14	Discount off list price for other Truck Vault products not specified above.	8	\$100.0000	Authorized Distributor	*
2.15	Discount off list price for other Go Light products not specified above.	21	\$100.0000	Authorized Distributor	*

LABOR RATE - Category 3

ITEM NO.	DESCRIPTION	UOM	EST. TIME TO INSTALL	UNIT PRICE *	EXT PRICE	COMMENTS	
3.1	Shop labor rate per hour for patrol vehicle equipment installation services.	Per Hour	18	\$105.0000	\$ 1,890.00	All Labor billed at \$105 per hour	*
3.2	Shop labor rate per hour for fire vehicle equipment installation services.	Per Hour	18	\$105.0000	\$ 1,890.00	All Labor billed at \$105 per hour	*
					Subtotal:	\$ 3,780.00	

Payment Terms - refer to Section 19 of the General Terms and Conditions for the County's payment policy

Prompt Pay Discount - %	for Invoices paid within: (Insert # of days)	or Net payment within (Insert # of days)	Comments
n/a	n/a	30	NET 30

Bid Questions

Delivery Time: Bidders shall indicate their delivery time (after an order is received) for items specified in this bid without installation services in the space provided. Indicate your Delivery Time in Days
Delivery time 2-21 days. (In stock items 1-2 days, Items needed to be ordered up to 3 weeks however we stock many of your every day items.)

Turnaround Time: Bidders shall indicate their normal turnaround time for a fully installed emergency vehicle in the space provided. Indicate your Turnaround Time in Days
3-5 business days

Note: If installation service is needed on behalf of Placer County Fire Department, the County intends to deliver and pick up the vehicles at the successful firm's location. As an option, Placer County Fire may require the successful firm to pick up and/or deliver a vehicle. Bidder shall provide rates for pick up and delivery service to be charged one-way, from vendor's shop to Placer County Fire facility only.
\$65 per hour based on Map Quest travel time 35 minutes travel time

Travel Rate: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your travel rate
\$65 per hour based on Map Quest travel time 35 minutes travel time

Travel Time: Bidders shall provide rates for pick up and delivery service to be charges one-way, from the vendor's shop to the Placer County Fire Department address: 13760 Lincoln Way Auburn, CA 95603. Indicate your Travel Time
\$65 per hour based on Map Quest travel time 35 minutes travel time

Documents

Upload additional information here - optional, unless otherwise denoted as mandatory (with asterisk):

- [Additional Document](#) - Additional Discounts.xlsx - Tuesday August 13, 2019 11:36:56

**COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

SUPPLEMENTAL TERMS AND CONDITIONS

1. DOCUMENTS

Below are the documents associated with this bid.

Attachment A – Supplemental Terms and Conditions
Attachment B – Scope of Work
Attachment C – Insurance Requirements
Attachment D – Lightbar Configuration (Patrol Vehicle)

2. OVERVIEW

Placer County is soliciting bids for the purchase and installation of emergency response vehicle equipment & related supplies for the Placer County sheriff's Office and Placer County Fire Department. Placer County intends to award a supplier contract for the purchase emergency response vehicle equipment and installation services on an as-needed basis. The items, quantities, sample jobs, services, and occurrences listed in this bid represent the County's estimated annual requirements and will be utilized for evaluation purposes only. The County does not guarantee any minimum or maximum quantities that will be purchased or minimum or maximum dollar amounts to be spent throughout the term of the resulting agreement(s). Please note that the County requires NEW PRODUCT ONLY – No refurbished, demo, or restored products will be accepted unless specifically authorized by County staff.

3. PRICING

Responding bidders shall indicate their hourly shop rate for the services described herein as well as provide firm, fixed prices and discounts off list prices for the emergency response vehicle equipment and supplies listed in this bid for the initial contract period of approximately one year from the date this bid is awarded. Pricing offered in the bid line items herein shall be for services provided during the successful firm's normal business hours. Overtime will not be required. The bidder's shop labor rate per hour offered herein shall apply to all vehicle and equipment makes, models, and types.

The prices offered by bidders shall be exclusive of sales tax (applicable sales tax shall be added to the County's invoices). The discounts offered by bidders for the brands listed in this solicitation shall be calculated and billed in addition to any invoice terms that are offered.

All rates shall be billed in accordance with the bidders offered pricing. The County will not accept or pay any premiums, administrative surcharge costs, or any other surcharges that are not identified in the bidder's response. Charges imposed by the State of California or Federal Government after the bid has been awarded will be honored.

4. AWARD

4.1. This bid shall be evaluated and awarded by an all-or-none basis. The bid evaluation will consider the total cost to install the Sheriff's Office patrol vehicle equipment into a typical Chevrolet Tahoe 4x2 and 4x4 for items 1.1 through 1.25 and a Ford Expedition for the Placer County Fire Department for items 1.26 through 1.38 for evaluation purposes. This cost will be determined by multiplying the firm's shop labor rate by the total estimated time to install the equipment, as determined by the County. The estimated installation time will be 18 hours of labor for evaluation purposes only. Local Vendor Preference (if applicable), prompt payment discounts, optional pick up/delivery rates, travel time, travel time rate, turnaround time, and adherence to all conditions and requirements of this bid will also be considered. Bidders are not required to bid on all categories to be considered for award however Placer County reserves the right to award the bid based on pricing offered for the most categories.

4.2. An example of a typical Chevrolet Tahoe patrol vehicle installation includes the following equipment (manufacturer or supplier is shown in parenthesis – no substitutions):

- Light Bar System (Whelen/Cencom)
- Headlight Flasher (Soundoff)
- Siren Speaker and Bracket (Whelen)
- Maplight (Little Lite)
- Radio Mounting Console (Lehr)
- Cage (Setina)
- Gun Locks – 2 per vehicle (Santa Cruz)
- Push Bumper (Setina)

All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.

4.3. Other public agencies may elect to "piggyback" on the County's resulting agreement(s). It will be the responsibility of the other agencies to execute separate contracts with the successful bidder(s) at the same bid pricing (refer to this Bid's General Terms and Conditions, Section 22) through the end of the initial contract period. Any subsequent renewal pricing and terms successfully negotiated between Placer County and the successful bidder(s) would be made available to those other agencies.

5. DELIVERY REQUIREMENTS

5.1. Bidder's pricing for equipment and supplies shall be FOB Destination, freight prepaid and assumed by the successful bidder, inside delivery to the following address:

Placer County Sheriff's Office
2929 Richardson Drive, Ste. A
Auburn, CA 95603

Placer County Fire Department
13760 Lincoln Way
Auburn, CA 95603

- 5.2.** The successful bidder shall deliver regular orders within five (5) business days of order placement for the complete order (no partial deliveries will be allowed unless specifically approved by County staff at the time the order is placed). There will also be occasions where the County will need to place an emergency order, which shall be defined as items which are so urgently needed that they must be delivered within forty-eight (48) hours of placing the order or items that are not available from the vendor's normal inventory. In these instances actual freight charges will be allowed with written approval from the County employee placing the order. All freight charges shall be prepaid by the vendor and added to the resulting invoice. Freight collect charges will not be allowed. The vendor shall clearly advise County personnel of such emergency order circumstances for authorization at the time the order is placed with the vendor.
- 5.3.** If the County's orders are not delivered within the delivery times specified herein, the County reserves the right to cancel the order and obtain the products from another source. In the event that the County must make such open market purchases, the County reserves the right to exercise the provisions of Section 17 of this bid's General Terms and Conditions. Continued non-compliance with the stated delivery times may be cause for cancellation of the resulting agreement.

6. PRICE LISTS

Placer County requests that the successful bidder provide price lists upon award of the resulting agreement for each of the manufacturer discounts offered in the successful bidder's completed **Bid Pricing Worksheet**. The County will accept electronic versions of the price lists if hard copies are not available (e.g. CD's, flash drives, etc.). These lists will be used to verify the discount pricing on the resulting invoices. All price lists shall be provided free of charge to the County. The County also prefers that the successful bidder(s) state the manufacturer's list price, the bidder's offered discount off list price, and the net price for each part purchased on the resulting invoices. The successful bidder shall be responsible for notifying the Placer County Sheriff's Office primary contact as well as the Procurement Services Division of any changes or updates to the bidder's/manufacture's published catalog/list prices that occur during the contract period.

7. INSURANCE REQUIREMENTS

The successful bidder shall be required to furnish a certificate of insurance within ten (10) calendar days following receipt of a Notice of Award demonstrating proof of coverage in the amounts specified in Attachment C, Insurance Requirements.

8. SUBCONTRACTING

The successful bidder shall not subcontract any portion of the work to be performed under the resulting agreement.

9. EQUIVALENT/ALTERNATE OFFERS

Due to the standardization of the County's emergency response vehicle equipment including the County's inventory of repair/replacement parts as well as staff training issues, bids will only be accepted for the brand and model emergency response vehicle equipment and supplies specified in the Bid Worksheet.

10. SERVICE STANDARDS

The successful bidder shall provide all necessary personnel, tools, parts, materials, and equipment to perform the services described herein. The successful bidder shall perform all work in such a manner as to meet all accepted standards for safe practices for emergency response vehicle equipment installation services and to safely maintain stored equipment or other hazards consequential or related to the work. The successful bidder agrees to accept the sole responsibility for complying with all local, County, State or other legal requirements at all times including, but not limited to, O.S.H.A. and CAL. O.S.H.A. Safety Orders. The successful bidder must meet all EPA standards as well as all Federal, State, and Local laws, standards, and regulatory and permitting requirements while performing services on behalf of Placer County.

11. WORKMANSHIP

All services shall be performed in accordance with the highest standards prevailing in the trades. All of the successful bidder's employees shall be especially skilled and appropriately trained and certified for the kind of work for which they are employed. Should the successful bidder's Manager and/or Placer County staff deem anyone employed by the successful bidder incapable of completing the work required, the successful bidder shall immediately dismiss the employee from performing services on behalf of the County. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents.

**COUNTY OF PLACER
EMERGENCY RESPONSE VEHICLE EQUIPMENT AND INSTALLATION SERVICES**

SCOPE OF WORK

- 1.0** The successful bidder shall be regularly established in the business of routine emergency vehicle lighting and equipment installation services on a variety of patrol vehicles, light trucks, and fire trucks. Responding firms shall have staff experienced in the installation of law enforcement and fire department radios, "Code 3" emergency equipment, prisoner partitions, mounting consoles, trunk racks, cages and gun locks at a minimum.
- 2.0** The successful bidder shall be qualified and capable of performing equipment installation services on various types of emergency response vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers, off-highway vehicles, and boats, including Type I and Type II engines.
- 3.0** Time is of the essence in returning County vehicles to service. The successful bidder agrees that work performed under the resulting agreement shall receive top priority over other work in the successful bidder's shop. If the County determines that the workload of the successful bidder is such that timeliness is not possible in a given situation, the County reserves the right to assign the job to another vendor.
- 4.0** In the event that the successful bidder is unable to respond or complete the requested services within the bidder's stated turnaround time, the successful bidder shall notify the County designated contact person immediately prior to commencing work. The County at its sole discretion may elect to utilize the services of another vendor in such instances and will notify the successful bidder if such intention is to be exercised.
- 5.0** The successful bidder agrees that the County has the right to view any work performed on a County vehicle at the successful bidder's facility at any time, whether or not services have been completed. The successful bidder agrees that the County has the right to audit any work performed by the successful bidder.
- 6.0** The successful bidder warrants the goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the successful bidder at no cost and to the satisfaction of the County. Equipment installations shall be guaranteed for as long as the County owns/possesses the vehicle.
- 7.0** The successful bidder agrees that the County has the right to make the final determination as to whether services have been satisfactorily completed. The successful bidder shall include County staff on a walk-through of the vehicle to confirm that all equipment is installed and functioning correctly and testing the equipment prior to the County's acceptance of the work as being completed. Should any portion of the work to be done which, due to any cause, is not in accordance with the specifications or is not satisfactorily completed, it will be rejected and the successful bidder shall immediately make a satisfactory arrangement with the County before proceeding with other work. The successful bidder shall promptly correct all work rejected by the County as faulty, defective, or failing to conform to the product specifications or scope of

work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The successful bidder shall bear all costs of correcting such rejected work. This provision applies during the contract term and any resulting renewal periods.

- 8.0** The successful bidder shall be held responsible for any breakage or loss of the County's vehicles or equipment while performing service on the County's vehicles. The successful bidder shall be responsible for restoring or replacing any equipment, vehicle, etc. so damaged to the satisfaction of the County and at the sole expense of the successful bidder. The successful bidder shall immediately report to the County any damages to the vehicle or equipment resulting from services performed under the resulting agreement.
- 9.0** The successful bidder, at the County's request, shall provide a field representative to meet with County personnel at least once a month to review the department's inventory levels, discuss the department's emergency lighting and equipment requirements and introduce additional products to address any County needs. The successful bidder shall also have technical staff available to conduct scheduled on-site meetings at the County's request. The successful bidder shall provide inside sales support capable of providing product specification sheets, quotations, order placement and expediting, via fax and telephone at the County's request.

PLACER COUNTY INSURANCE REQUIREMENTS

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONTRACTOR shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees, or any subcontractors.

The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means PLACER COUNTY, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONTRACTOR shall file with the COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or

statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

→One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

→One million dollars (\$1,000,000) aggregate for Products Completed Operations

→Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder –Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: 888-355-3599
Email: certificates-placer@riskworks.com

Upon initial award of a contract to your firm, Exigis will contact you with further instructions for providing insurance certificates which meet the terms of the contract. Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Exigis via fax or email as indicated above.

*****SOLE PROPRIETER LANGUAGE:**

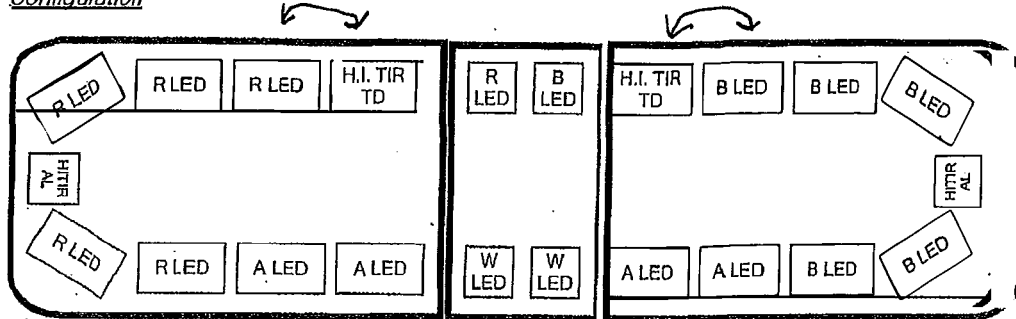
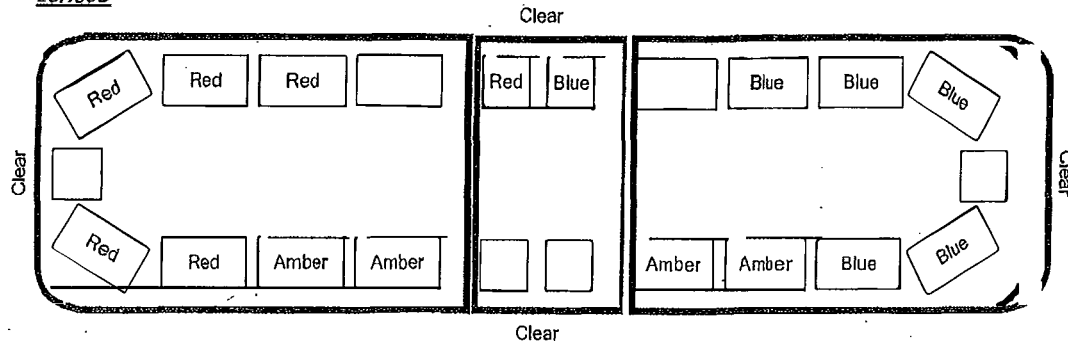
Workers' Compensation

CONTRACTOR represents they have no employees and, therefore, not required to have Workers' Compensation coverage.

CONTRACTOR agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

Front lightbar only:

Swap red with take down and swap blue with take down

Liberty™ II WC Light Bar Order Form/WorksheetConfigurationLensesLine Items

QTY	Model #	Description
1	IW2BRBR	54" Liberty™ II WC Series
3	IWDLB	Add Solo Series Linear-LED® Flasher, 1 Long Blue
1	ITL12	Add Two Long Super-LED® Takedown Lights
1	IWDSB	Add Solo Series Linear-LED® Flasher, 1 Short Blue
1	IWDSR	Add Solo Series Linear-LED® Flasher, 1 Short Red
3	IWDLR	Add Solo Series Linear-LED® Flasher, 1 Long Red
1	IA3	Add Two Super-LED® Alley Lights
4	IWDLA	Add Solo Series Linear-LED® Flasher, 1 Long Yellow
2	ICFB	Add Color Filter ICFCColor [Blue]
3	ILFB	Add Color Filter ILFCColor [Blue]
1	ISFB	Add Color Filter ISFCColor [Blue]
1	ISFR	Add Color Filter ISFCColor [Red]
3	ILFR	Add Color Filter ILFCColor [Red]
2	ICFR	Add Color Filter ICFCColor [Red]
4	ILFA	Add Color Filter ILFCColor [Yellow]
2	IWDSC	Add Solo Series Linear-LED® Flasher, 1 Short White

The above costs (in US Dollars) is an estimate only. Refer to the current Whelen Automotive Price List for accurate pricing!

Terms & Conditions

INVITATION FOR BIDS

GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation for Bids ("bid") by reference and attachment to the Invitation for Bids document. **Any contract award made as the result of this bid shall be governed by these General Terms and Conditions.** By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

WARNING: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <https://placer.bidsandtenders.net>. Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract by indicating a change in the special instructions to bidders or in the bid. **Any bidder accepting a contract award as the result of this bid agrees that the provisions included within this Invitation for Bid shall prevail over any conflicting provision within any standard form contract of the bidder.**

2. SUBMISSION OF BIDS. Bids shall be submitted to the Procurement Services Division either online, by using the Placer County [EBid System](#), or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

SUBMISSION OF HARD-COPY BIDS. Bidders who wish to submit bids in hard-copy form in lieu of using the Placer County [EBid System](#) shall submit their bids to the Procurement Services Division, 2964 Richardson Drive, Auburn, California, 95603, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the [EBid System](#) or obtained from Procurement Services. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.

WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.

3. AMENDMENTS TO THE BID. Any amendment to this bid is valid only if in writing and issued by the Placer County Procurement Services Division.

REQUESTS FOR CLARIFICATION/INFORMATION. Bidders are instructed to contact the Placer County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder. Questions should be submitted using the Question tool on the Bids&Tenders site. Questions submitted within four (4) County working days of the bid opening date may not be answered.

4. NON-COLLUSION. The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

5. CONFLICT OF INTEREST. Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.

6. AWARD. The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County: a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis will also include consideration for Local Vendor Preference (per Section 18 below) and any prompt pay discounts offered by the bidder (per Section 19 below). The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. MERCHANTABILITY. There shall be an implied warranty of merchantability and fitness for an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

8. SAMPLES. Samples of items, when required, must be furnished free of expense to Placer County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS. Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.

10. INSURANCE AND INDEMNIFICATION. The awarded bidder may be required to provide proof of liability, automobile, and/or workers compensation insurance. If required, the minimum coverage requirements will be identified in the bidding documents. All costs of complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the bid response and/or cancellation of the resulting contract or purchase order.

Unless indemnification requirements are stated otherwise in this solicitation, said requirements shall be as follows: The awarded bidder ("Contractor") hereby agrees to protect, defend, indemnify, and hold Placer County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of Placer County from liability for

damages or injuries to third persons or property arising from Contractor's performance pursuant to the resulting contract or agreement.

11. **FORCE MAJEURE.** If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this bid, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

12. **TAXES.** Placer County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Placer County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

13. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.

15. **OPEN-END CONTRACT.** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities/bid ratio or discounts from manufacturer's list price may be used for bid comparison. The County reserves the right to: issue purchase orders as and when required; or issue a contract for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. If in a subsequent year the vendor offers to supply his goods and service for the same bid price, or in the event the supplier is willing to negotiate to the satisfaction of Placer County any justifiable price increase prior to the succeeding year's contract renewal and if the service provided by the supplier was to the satisfaction of the County, the County of Placer reserves the right to extend the period of the resulting contract on a year-to-year basis. Alternatively, the bid solicitation may set forth specific renewal terms. Bidder certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the bidder's most favored customer for comparable quantities under similar terms and conditions.

16. **TERMINATION OF CONTRACT.** In the event of a material breach of the contractual obligations by the Contractor, the County may terminate the contract. At its sole discretion, the County may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at minimum the contractor must provide the county within 10 working days from notification a written plan detailing how the contractor intends to cure the breach. If the contractor fails to cure the breach or if circumstances demand immediate action, the County will issue a notice of immediate termination. Supplier Contracts may be terminated by the County without cause upon 30 calendar days' written notice.

17. **NON-APPROPRIATION.** In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

18. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item or service furnished by the vendor fails to conform to bid specifications, or to the sample submitted by the vendor with his bid (if any), or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred as a result of enforcing the terms of this agreement.

19. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Placer County businesses will be permitted when evaluating bids for supplies, equipment, materials and services that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file with Placer County Procurement. Preference criteria and affidavit forms are available on our website at: <https://www.placer.ca.gov/1408/Local-Vendor-Preference>

20. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or contract. All invoices must include the purchase order or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30-day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more. **LATE FEES:** In accordance with Section 926.10 of the California Government Code, Placer County may pay interest at not more than the rate of 6% per annum on invoices which are unpaid 61 or more days beyond the "beginning date" or "day zero" as defined above. In cases where this policy may conflict with other terms provided by the supplier, this provision shall prevail.

21. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of bids and disputes about bids. Lack of knowledge by any bidder about applicable law is not a defense.

22. **ASSIGNMENT.** Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

23. **OTHER AGENCIES.** The successful vendor shall agree to extend Placer County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Placer County will not be a party to "other agency" contracts.

24. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Administrative Services in the manner prescribed by Section 10.0 of the Placer County Purchasing Policy. The protest shall be submitted in writing to the Director of Administrative Services within seven (7) County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

25. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154. In order to be granted this preference bidder shall provide statements and/or documentation as supporting evidence that the product(s) meets the definition.

26. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

27. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 3.12(g) of the Placer County Purchasing Policy Manual and paragraph 8.e. of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Placer County Purchasing Policy Manual.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

-- End of General Terms and Conditions --

07/25/2019

☒ I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company. - Steve Adair, Regional Sales Manager
The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. ☐ **Yes** ☒ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-H

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM DARIO DOMINGUEZ, Public Works Director

SUBJECT

APPROVE a Solar Project Consultant Service Agreement with ARC Alternatives in the amount of \$12,000.00 for the Fire Station Solar Project, and authorize the City Manager or her designee to execute the Agreement.

RECOMMENDATION

Staff recommends that City Council approves an agreement with ARC Alternatives in the amount of \$12,000.00 to provide project management, design review, construction support, commissioning and performance management, and project close-out services for the Fire Station Solar Project; and authorizes the City Manager or her designee to execute the attached Solar Project Consultant Service Agreement.

BACKGROUND

On September 23, 2021, the City and ARC Alternatives entered into a contract ("2021 Contract") in the amount of \$5,578 where ARC Alternatives agreed to provide the City with Solar Project Consultant Services for proposed solar projects and emergency conservation programs. On December 28, 2021, the City and ARC Alternatives entered a First Amendment in the amount of \$13,668 to the 2021 Contract ("First Amendment") to expand ARC Alternative's scope of services and compensation.

Staff, along with the City's consultant, ARC Alternatives, developed a procurement process to solicit pricing for the Fire Station Solar Project, and on June 21, 2022, the City entered into an agreement with Pacific Solar Inc. for the Fire Station Solar Project.

ARC Alternatives assisted staff with the preparation and submission of the California Energy Commission Energy Conservation Assistance Act (“ECAA”) loan application and the interconnection application with Pacific Gas and Electric to ensure that the City’s project was grandfathered under the Net Energy Metering 2.0. On July 18, 2022, the ECCA loan was approved by the California Energy Commission (“CEC”).

The 2021 Contract and First Amendment are expired, and the City desires to receive ARC Alternatives’ assistance in the project management, design review, construction support, commissioning and performance management, and project close-out as described in Exhibit A of the attached Solar Project Consultant Service Agreement for the Fire Station Solar Project.

ENVIRONMENTAL REVIEW

Solar and energy conservation improvements at existing facilities are categorically exempt pursuant to the California Environmental Quality Act Guidelines section 15301.

FISCAL IMPACT

These engineering services are a part of, and will be funded by, the ECCA loan, which was recently approved by CEC.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Solar Project Consultant Service Agreement
- Exhibit A, Scope of Services
- Exhibit B, Insurance Requirements

CITY OF FOWLER
SOLAR PROJECT CONSULTANT SERVICE AGREEMENT

This Solar Project Consultant Services Agreement ("Agreement") is entered into between the City of Fowler, a California general law city ("City") and ARC Alternatives ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on _____, 2022 ("Effective Date").

RECITALS

- A. City and Consultant entered a contract, effective September 23, 2021 ("2021 Contract"), wherein Consultant provided City independent evaluation, technical support, and related services for proposed solar projects and emergency conservation programs.
- B. City and Consultant entered a First Amendment to the 2021 Contract, effective December 28, 2021, to expand Consultant's scope of services and compensation.
- C. With Consultant's assistance, City entered into a contract with Pacific Solar on June 21, 2022, for the installation of a 67.2-kilowatt photovoltaic system at the City's fire station building ("Project").
- D. The 2021 Contract and First Amendment to the 2021 Contract have expired, and City desires to have Consultant perform services for the Project, including design review, Project management, construction support, performance management, and Project close-out, as more fully described in **Exhibit A**, which is attached hereto and incorporated by reference ("Services").
- E. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that Consultant is qualified, experienced, and capable of performing the Services, and possesses any required licenses, certifications, security/bonding, and/or training necessary to perform the Services.
- F. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Consultant agree as follows:

AGREEMENT

1. Scope of Services. Consultant shall perform the Services described in the Recitals and detailed in **Exhibit A**. Changes in the scope of Services, including the work performed and/or deliverables produced, shall be made in writing and particularly describe the changes in Services, including payment/costs and schedule/term, as applicable.
2. Priority and Conflicts; Exclusions. If the terms and requirements of this Agreement conflict with **Exhibit A**, this Agreement shall control. No contractual terms and/or conditions found in **Exhibit A** shall purport to waive, disclaim, or limit Consultant's liability, indemnification

obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Services performed by Consultant.

3. Term of Agreement; Commencement of Services; Schedule. Consultant shall begin performing the Services upon notice from the City on or after the Effective Date, unless otherwise instructed by City. This Agreement shall terminate upon completion of the Project and Consultant's Services detailed in **Exhibit A**, unless extended beyond that date by mutual consent of the Parties. This Agreement may be terminated prior to the end of the term pursuant to Section 17 herein.

4. Payment for Services. City shall pay Consultant to perform the Services detailed in **Exhibit A** on a time-and-materials basis in a sum that shall not exceed twelve thousand dollars (\$12,000.00) pursuant to this Agreement.

City shall pay Consultant for Services satisfactorily performed pursuant to this Agreement. Consultant shall submit an invoice to City containing detailed billing information regarding the Services provided and City shall tender payment to Consultant within thirty (30) days after receipt of invoice.

5. Independent Contractor Status. Consultant and its subcontractors, if any, shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Consultant is engaged in an independently established trade, occupation, or business to perform the Services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Consultant is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees or subcontractors, any claim or right of action against City.

6. Consultant Representations; Standard of Care; Compliance with Law. Consultant represents that Consultant and any subcontractors utilized by Consultant are and will be qualified in the field for which Services are being provided under this Agreement and Consultant and any subcontractors are now, and will be throughout their performance of the Services under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement, as may be required by law. Consultant and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws, regulations, and industry standards, including without limitation applicable law for properly safeguarding any financial data and information obtained from City necessary to perform the Services.

7. [Reserved]

8. Subcontractor Provisions. Consultant shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Consultant owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product

prepared and performed by subcontractors for Consultant; and (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement.

9. Power to Act on Behalf of City. Consultant is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

10. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports upon reasonable request by City and of all final reports prepared by Consultant under this Agreement.

11. Ownership and Inspection of Documents. All data, tests, reports, analyses, documents, records, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of City. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

12. Confidentiality. All Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

13. [Reserved]

14. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an improper interest, present or contemplated, in the Services which would affect Consultant's or its employees' performance of the Services and the Work Product produced. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

15. Non-liability of Officers and Employees. No officer or employee of City shall be

personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.

16. City Right to Employ Other Consultants. This Agreement and performance of the Services are non-exclusive and City reserves the right to employ other consultants in connection with the Services while this Agreement is in effect.

17. Termination of Agreement. This Agreement shall terminate as provided in Section 3, unless terminated earlier pursuant to the following:

a. Termination by City: For Convenience. City may at its discretion terminate this Agreement for convenience and without cause upon ten (10) days prior written notice to Consultant. Upon receipt of a termination notice pursuant to this subsection, Consultant shall promptly discontinue all Services affected, unless the notice directs otherwise.

b. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure within that time period to cure or commence reasonable steps to cure the breach.

c. Compensation to Consultant Upon Termination. Consultant shall be paid compensation for Services satisfactorily performed prior to service of the written notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its Services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified Section 4. In the event of termination due to Consultant's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Consultant shall: (i) promptly discontinue all Services affected, unless the notice of termination directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Consultant in performing this Agreement, whether completed or in process. Consultant may not refuse to provide such Work Product for any reason whatsoever.

18. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.

19. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, 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 Consultant or its subcontractors relating to the performance of Services and the safeguarding of any financial data and information obtained from City necessary to perform the Services described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole negligence or

willful misconduct, subject to any limitations imposed by law. Consultant and 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.

20. Taxes. Consultant agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Consultant incident to the performance of Services under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Consultant, its employees, agents, and representatives. Consultant agrees to obtain and renew an annual business license from City and pay the applicable business license fee to City during the term of this Agreement.

21. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Consultant shall not assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Consultant directly to Consultant.

22. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

23. Entire Agreement. This Agreement, including the Exhibits and any other attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

24. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

25. [Reserved]

26. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

27. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Consultant in the County of Fresno, California. Consultant shall perform the Services required under this Agreement in the County of Fresno, California.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

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

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.


32. Non-Discrimination. Consultant shall not discriminate based on any protected class under federal or State law in the provision of the Services or with respect to any Consultant employees or applicants for employment. Consultant shall ensure that any subcontractors are bound to this

provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Consultant have executed this Agreement on the date(s) set forth below.

ARC ALTERNATIVES

CITY OF FOWLER

By: 
Russell Driver, Principal

By: _____
Wilma Tucker, City Manager

Dated: September 15, 2022

Dated: _____

Party Identification and Contact Information:

Consultant
Russell Driver
ARC Alternatives
144 Donald Drive
Moraga, CA 94556
(415) 420-5727

City
Wilma Tucker
City of Fowler
128 S. Fifth Street
Fowler, CA 93625
(559) 834-3113

EXHIBIT A

Scope of Work

Consultant shall assist the City with the following tasks:

1. Project Management (not Construction Management)
 - a. Schedule review
 - b. Submittals review
 - c. Document management
 - d. Oversight of utility-related processes (interconnection and upgrades, if needed)
2. Design Review
 - a. Engineering review of design engineering packages to ensure compliance with the contract, industry standards, best practices, and utility requirements
 - b. Identify and close-out design related issues
3. Construction Support
 - a. Sit visit(s) to confirm adherence to plans and quality of installation
 - b. Punch list development and resolution
 - c. Assistance responding to contractor RFIs
4. Commissioning and Performance Management
 - a. Review of test plans
 - b. Review of test results
 - c. Validate actual production numbers after COD
 - d. Update financial savings models as needed
5. Project Close-out



August 31, 2022

Wilma Quan
City Manager
City of Fowler
128 S. 5th Street
Fowler, CA 93625

Dear Ms. Quan:

Thank you for the opportunity to submit this proposal to assist the City of Fowler (City) with providing technical support for the design and construction phases of the City's solar project. ARC Alternatives brings an unmatched combination of energy expertise and experience acting as an owner's representative and third-party reviewer for energy programs and projects.

We are committed to efficiently and effectively using our resources, as well those of our clients. Our goal is to help our clients build robust energy solutions focused on reducing energy spend while achieving their organizations goals. We are a completely independent firm with no technology biases or ties to solution providers.

Background

The City has contracted with Pacific Solar to install a system on the roof of the Fire Station building located at 220 E Main St. The City needs an independent party to assist in overseeing the review of design submittals and overseeing the technical aspects of system construction and testing.

Approach

ARC proposes to assist the City with the following tasks.

- Project management (not construction management)
 - Schedule review
 - Submittals review
 - Document management
 - Oversight of utility-related processes (interconnection and upgrades, if needed)
- Design review
 - Engineering review of design engineering packages to ensure compliance with the contract, industry standards, best practices, and utility requirements
 - Identify and close-out design related issues

- Construction support
 - Site visit(s) to confirm adherence to plans and quality of installation
 - Punch list development and resolution
 - Assistance responding to contractor RFIs
- Commissioning and Performance Management
 - Review of test plans
 - Review of test results
 - Validate actual production numbers after COD
 - Update financial savings models as needed
- Project Close-out

ARC Experience Managing Solar Projects

Our staff have developed projects and performed numerous independent reviews of proposed solar projects, including for the following organizations as an owner's representative:

- Kern County
- Tulare County
- Yolo County
- Madera Unified School District
- San Bernardino City Unified School District
- Washington Unified School District
- El Dorado Union High School District
- Lucerne Valley Unified School District
- Lamont Unified School District
- Capistrano Unified
- Chico Unified
- Colton Joint Unified School District

Client References

We encourage you to contact any of the following clients to discuss our work.

Madera Unified School District

Contact: Rosalind Cox, Director, Facilities & Construction Management

Phone: 559-675-4548

Scope: Solar feasibility study, RFP development, procurement support, PPA negotiations support.

Assistance with the design and construction of the solar program as owner's representative.

Tulare County

Contact: Brooke Sisk, Tulare County General Services Agency

Phone: (559) 205-1100

Scope: Third-party review of comprehensive energy project (Engie), solar feasibility study, energy contract negotiations, design review and construction oversight, testing oversight, system performance verification.

Chico Unified School District

Contact: Julie Kistle, Director, Facilities & Construction

Phone: 530-591-3000 x20602

Scope: Assistance with the design and construction of the District's Phase 2 solar program, owner's representative through identification, procurement, and construction of Proposition 39 projects.

Washington Unified School District

Contact: Terry Souza

Phone: 916-375-7690

Scope: Third-party review of solar and energy efficiency proposal, including pricing. Design review. Construction oversight, testing and system performance verification.

Key Personnel

Mr. Russell Driver, Principal and Co-Founder of ARC Alternatives, will be the Principal-In-Charge and overall project manager for this engagement. Mr. Driver has over 26 years of experience managing large-scale technology programs in complex institutional settings. Mr. Driver specializes in the development and implementation of energy programs in the public sector, with an emphasis on educational institutions and local governments in California. Mr. Driver led consulting efforts supporting energy and solar programs at Kern County, Tulare County, Yolo County, Alameda County (R-REP), California State University Office of the Chancellor, Chico Unified School District, Durham Unified School District, Oroville Union High School District, Redlands Unified School District, Santa Clara Unified School District, UC Santa Cruz, and the Washington Unified School District. These programs have seen the implementation of over 160 MW of solar generating capacity at almost 600 sites. Mr. Driver's expertise includes solar technology, utility rate analysis, energy economics, public sector procurement, design-build contracting, system design review, construction oversight, project management, and data management. Mr. Driver has a Bachelor of Arts from Stanford University and a Master's Degree from UCLA. He is an active volunteer in the community and is currently a member of the Contra Costa County Sustainability Commission. He previously served on the Contra Costa Transportation Authority's Citizens Advisory Committee and chaired the Town of Moraga Planning Commission and Climate Action Plan Task Force.

Simon Olivieri, P.E., Senior Engineer, specializes in data analysis and mathematical modeling. Using his background in energy engineering, he has developed whole building energy analysis and statistical modeling tools used by technical reviewers for the UC/CSU IOU and CCC/IOU MBCx programs. In addition to data analysis and energy engineering, Mr. Olivieri has worked with several California K-12 public school districts to develop and install solar systems and he has overseen the installation of over 16MW of generating capacity at over 25 school sites. Mr. Olivieri has a Bachelor of Science in Mechanical Engineering from the University of California San Diego and Master of

Science in Civil Engineering-Building Systems from the University of Colorado Boulder. He is also a registered Professional Engineer (Mechanical) in California.

Kim Courtney, Senior Project Manager, will provide project management oversight and coordination and assist with development of deliverables. Ms. Courtney currently provides project management support to local governments and K-12 school clients in California, including the development of project plans, submittal tracking and review, management of expenditure plans and budgets, and development other client-facing reports. She has overseen and been engaged in the implementation of over 27 MW of generating capacity at over 42 sites. Ms. Courtney previously worked as a project manager for EDAW/AECOM Inc., Kimley-Horn and Associates, and the Metropolitan Transportation Commission. She holds a Master's Degree in Urban Planning and Policy from University of Illinois and a BS in Urban Planning from University of Utah.

Schedule and Cost

ARC Alternatives can begin the work upon receiving Notice to Proceed (NTP). Our support will last the duration of the project.

We propose to perform this work on a time-and-materials basis with a not-to-exceed budget of \$12,000. These estimates are based on similar work done for other clients and can be modified based on City input. Please let us know if the scope needs fine-tuning to better meet your needs.

Please do not hesitate to reach out to me at 415-420-5727 or russell@arc-alternatives.com with any questions or clarifications regarding our proposal, and we look forward to the opportunity to work with the City of Fowler!

Sincerely,



Russell Driver, Principal
ARC Alternatives

EXHIBIT B

Insurance Requirements

Prior to commencement of the Services, Consultant shall take out and maintain at its own expense the insurance coverage required by this **Exhibit B**. Consultant shall cause any subcontractor with whom Consultant contracts for the performance of Services pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Consultant shall maintain the following types of insurance with limits no less than specified:

(i) Professional Liability Insurance (Errors and Omissions) in an amount not less than one million dollars (\$1,000,000.00) per occurrence or claim and one million dollars (\$1,000,000.00) in the aggregate. Said insurance shall be maintained for an additional period of five years following the earlier of completion of Consultant's Services under this Agreement or termination of this Agreement.

(ii) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(iii) Worker's Compensation Insurance as required by the State of California.

(iv) Automobile Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) per accident for bodily injury and property damage.

(v) Umbrella or Excess Liability. In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Consultant maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) For any claims related to the Services performed pursuant to this Agreement, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers,

officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(ii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iii) Consultant grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(iv) Any deductibles or self-insured retentions must be declared to and approved by the City of Fowler. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

e. Subcontractors. If the Consultant should subcontract all or any portion of the work to be performed in this Agreement, the Consultant shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Consultant to City under this Agreement.



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 6-I

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

Actions pertaining to various change orders for the purchase of two fire engines as approved on April 20, 2021

1. APPROVE change orders in the amount of \$13,794
2. APPROVE Resolution No. 2593 amending the 2022-23 Adopted Budget in the amount of \$13,794

RECOMMENDATION

Staff recommend City Council take the above action.

BACKGROUND

On April 20, 2021, City Council Resolution No. 2500 authorized the purchase of two new fire engines, a Type 2 Engine and a Type 6 Engine. The cost of the two engines encumbered was \$610,419.55 and purchased from Burton's Fire. The City approved a lease-purchase financing agreement with Leasing 2, Inc. The financing of 3% interest with a ten-year term will begin April 2023 for annual payments of \$80,759.52 with the final payment on April 2031, for a total price of \$726,835.68.

Several change orders have occurred for the purchase of these engines, as follows:

Rosenbauer Type 2 Engine

Change Order #1: \$11,986 for various body changes (Exhibit A, page 2)

Change Order #2: \$1,700 for various body changes (Exhibit A, page 3)
Change Order #3: (\$4,000) credit for final inspection trips (Exhibit A, page 5)

Rosenbauer Type 6 Engine

Change Order #1: \$687 for chassis repricing from 2021 to 2022 Ford (Exhibit B, page 2)
Change Order #2: \$7,010 for various body changes (Exhibit B, page 3)
Change Order #3: (\$4,725) credit for ladder due to supply chain issues (Exhibit B, page 4)

The total amount of the change orders including credits & taxes is additional cost to the City of \$13,794.07. The city received the first engine on January 2022. The second engine is ready for delivery upon receipt of the total change order amount due of \$13,794.07.

Per the City's Purchasing Policy, proper approval by the department director and the city manager was not obtained for these fire engine change orders. The final cost of the two engines totaled \$624,213.62 reflecting change orders in the amount of \$13,794.07.

In reviewing the various change orders from the vendor, the Finance Director determined that City Manager and council approval should have been obtained before the change orders were authorized.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

Council Resolution No. 2500 approving a lease-purchase agreement with Leasing 2, Inc for the purchase of two engines for \$610,419.55. The proposed Resolution No. 2593 would authorize an additional \$13,794.07 from Fire Impact fees fund and UUT fund as illustrated on the attached Budget Amendment.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2593
- Exhibit A: Invoice 1 & Backup
- Exhibit B: Invoice 2 & Backup

RESOLUTION NO. 2593

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR THE TWO FIRE
ENGINES FOR FISCAL YEAR 2022/2023**

WHEREAS, the FY 2022/2023 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

WHEREAS, the FY 2022/2023 Annual Budget was approved by the City Council on June 7, 2022, by Resolution 2563, and any subsequent amendments must be approved by Resolution; and

WHEREAS, the budget amendment request attached hereto specifies the details of the additional cost for the changes orders on the two new fire engines

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2022/2023 budget be amended to reflect appropriations for the additional cost for the two new fire engines as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 20th day of September 2022, at a regular 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



REQUEST FOR BUDGET AMENDMENT

Resolution 2593

Requested by: Margarita Moreno			
Account Numbers:		Fund Name Description	
Revenues:		Increase	Decrease
Appropriations:			
200-5715	Equipment-Fire Engine change order	\$6,897	
730-5715	Equipment-Fire Engine change order	\$6,897	
Reason(s) for Budget Amendment: <p>To align the expenses and revenues for of FY 2022/2023 budget, staff is requesting budget amendments to the following funds:</p> <ul style="list-style-type: none"> To appropriate \$13,794 for change orders on the two new fire engines. 			
Department Director _____ Date _____			
Approval Required Budget Amendment: <div style="display: flex; justify-content: space-between;"> <div>Finance Director _____ Signature</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>City Manager _____ Signature</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>City Council: <input type="checkbox"/> Approved <input type="checkbox"/> Resolution # _____</div> <div><input type="checkbox"/> Denied Date _____</div> </div>			

Exhibit A

Invoice

**Rosenbauer South Dakota, LLC**

100 3rd St
Lyons, SD 57041 USA
Phone: (605) 543-5591
Fax: (605) 543-5074

Page: 1

Invoice #: 0000095743

Date: 1/4/2022

Salesperson: BURTON

Customer: FOWLCA

Sold To	Ship To
---------	---------

CITY OF FOWLER FIRE DEPARTMENT
128 SOUTH FIFTH STREET
FOWLER, CA 93625-2401 USA

CITY OF FOWLER FIRE DEPARTMENT
128 SOUTH FIFTH STREET
FOWLER, CA 93625-2401 USA

Customer P.O.	Ship Via	Date Shipped	Terms
PUMPER-18472		1/4/2022	Net 0

Qty Shipped	Item	Description	Price	Amount
1.00	18472	TYPE 2 PUMPER PER PO# 21002	294,430.00	294,430.00
	SOURCEWELL CONTRACT			
1.00		CHANGE ORDER # 1 DATED 6-7-21	11,986.00	11,986.00
1.00		CHANGE ORDER # 2 DATED 12-27-21	1,700.00	1,700.00
-1.00		CHANGE ORDER # 3 DATED 12-29-21	4,000.00	-4,000.00
1.00		CA SALES TAX (8.975%)	27,294.42	27,294.42
1.00		DELIVERY (NON TAXABLE)	3,974.00	3,974.00
1.00		FREIGHTLINER CHASSIS	0.00	0.00
1.00		VIN# 3ALACYFE2LDLX5336	0.00	0.00
		LAST ITEM		

This is an original invoice. Please pay from this invoice.
Thanks

Subtotal 335,384.42
Freight 0.00
Sales Tax 0.00

Trade Discount 0.00

Balance	USD	335,384.42
---------	-----	------------

CHANGE ORDER #1



Fowler, CA

DATE: June 7, 2021

Initiated By: Dealer/Customer

CHANGE REQUEST

BODY CHANGES

Body Job #:

18472

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			(Qty) days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
			Previous CO...	
			Office Use Only	
1 DELETE	-1	10-12-6200	Delete Zico Rod Loc SCBA bracket	(\$200)
2 ADD	1	58-61-1000	Add upper rear and upper rear side M9 warning lights	\$2,316
3 ADD	1	50-15-8600	Add Blue sea battery charger and display	\$2,187
4 ADD	1	52-01-1200	Add back up alarm	\$0
5 DELETE	-1	54-03-1600	Remove additional rear step ground lights	(\$124)
6 DELETE	-1	54-12-1520	Remove Code 3 rear deck lights	(\$150)
7 CHANGE	1	54-15-1292	Change quantity of M8 scene lights to 6	\$2,870
8 CHANGE	-1	10-04-3150	Change door on front bumper hosewell to velcro straps	(\$38)
9 DELETE	-1	20-26-2400	Remove flame plated hubs	\$0
10 CHANGE	-1	27-10-3400	Change pressure Governor to Pump Boss 400	\$0
11 CHANGE	1	20-26-4200	Change primer control to Watertous oil-less with push button	\$750
12 CHANGE	1	21-07-7100	Change pump painting to silver	\$250
13 DELETE	-1	21-01-2500	Remove additional drain in monitor	\$0
14 CHANGE	1	24-33-9600	Change hose rollers to captive	\$0
15 ADD	1	45-19-1100	Add equipment mounting panel to L2	\$375
16 DELETE	-1	80-78-1000	Delete NFPA walking surface yellow tape	\$0
17 DELETE	-1	90-28-1600	Delete 1 barnell strainer	\$0
18 ADD	1	90-25-3100	Add (2) 6" x 10' suction hoses	\$0
19 PRICING	1	24-13-3000	Mntd, AKR, Apollo #1, #3431 H-Riser, Lift-Off/Truck Mnt Onl	\$3,750
20 PRICING	1	24-18-4210	Nzr, Mstr Stim, AKR 5160, Akromatic, 1250GPM, Pricing included above	\$0

We hereby agree to make change(s) specified above at this price

PREVIOUS CONTRACT AMOUNT

**REVISED CONTRACT AMOUNT

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 8.975%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 8.975%, the estimated tax including this change order is now \$27,500.84 for an estimated final invoice of \$337,890.84.

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer):

Date:

CHANGE ORDER #2



Fowler, CA

CHANGE REQUEST

Body Job #:

DATE: December 27, 2021

Initiated By: Dealer/Customer

18472

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			{Qty} days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
			Previous CO...	
			Office Use Only	
1 ADD	1	29-10-8100	Driver's side hose bed divider, 2 -lay of 1.75" double jacket hose.	\$725
2 ADD	1	29-10-8100	Passenger's side hose bed divider, 2 -lay of 2.5" double jacket hose.	\$725
3 ADD	1		Change Order Fee per Policy	\$250
4	1			\$0
5	1			\$0
6	1			\$0
7	1			\$0
8	1			\$0
9	1			\$0
10	1			\$0
11	1			\$0
12	1			\$0
13	1			\$0
14	1			\$0
15	1			\$0
16	1			\$0
17	1			\$0
18	1			\$0
19	1			\$0
20	1			\$0
21	1			\$0
22	1			\$0
23	1			\$0
24	1			\$0
25	1			\$0
26	1			\$0
27	1			\$0
28	1			\$0
29	1			\$0
30	1			\$0
31	1			\$0

CHANGE ORDER #2



Fowler, CA

CHANGE REQUEST

DATE: December 27, 2021
Initiated By: Dealer/Customer

Body Job #:

18472

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
32	1			\$0
33	1			\$0
34	1			\$0
35	1			\$0
36	1			\$0
37	1			\$0
38	1			\$0
39	1			\$0
40	1			\$0
41	1			\$0
42	1			\$0
43	1			\$0
44	1			\$0
45	1			\$0
46	1			\$0
47	1			\$0
48	1			\$0
49	1			\$0
50	1			\$0

We hereby agree to make change(s) specified above at this price

\$1,700

PREVIOUS CONTRACT AMOUNT

\$310,390

****REVISED CONTRACT AMOUNT**

\$312,090

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 8.975%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 8.975%, the estimated tax including this change order is now \$27,653.41 for an estimated final invoice of \$339,743.41.

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer):

Date:

12/27/2021

CHANGE ORDER #3



Fowler, CA

CHANGE REQUEST

DATE: December 29, 2021
Initiated By: Dealer/Customer

Body Job #:

18472

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			{Qty} days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
			Previous CO...	
			Office Use Only	
1	1			\$0
2	DELETE -1		Final inspection trips for two (2) from Fire Department..	(\$4,000)
3	1			\$0
4	1			\$0
5	1			\$0
6	1			\$0
7	1			\$0
8	1			\$0
9	1			\$0
10	1			\$0
11	1			\$0
12	1			\$0
13	1			\$0
14	1			\$0
15	1			\$0
16	1			\$0
17	1			\$0
18	1			\$0
19	1			\$0
20	1			\$0
21	1			\$0
22	1			\$0
23	1			\$0
24	1			\$0
25	1			\$0
26	1			\$0
27	1			\$0
28	1			\$0
29	1			\$0
30	1			\$0
31	1			\$0

CHANGE ORDER #3



Fowler, CA

CHANGE REQUEST

DATE: December 29, 2021
Initiated By: Dealer/Customer

Body Job #:

18472

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
32	1			\$0
33	1			\$0
34	1			\$0
35	1			\$0
36	1			\$0
37	1			\$0
38	1			\$0
39	1			\$0
40	1			\$0
41	1			\$0
42	1			\$0
43	1			\$0
44	1			\$0
45	1			\$0
46	1			\$0
47	1			\$0
48	1			\$0
49	1			\$0
50	1			\$0

We hereby agree to make change(s) specified above at this price (\$4,000)

PREVIOUS CONTRACT AMOUNT \$312,090
**REVISED CONTRACT AMOUNT \$308,090

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 8.975%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 8.975%, the estimated tax including this change order is now \$27,294.41 for an estimated final invoice of \$335,384.41.

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer)

J.R. Burton

Date:

12/29/2021

**INVOICE**

INVOICE #	DATE	PG
98689	7/20/2022	1

ROSENBAUER SOUTH DAKOTA, LLC
 100 Third Street • Lyons, SD 57041-0057
 Phone: (605) 543-5591 • Fax: (605) 543-5074

SOLD TO:

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

CUST ID	SALES PERSON	PURCHASE ORDER	TERMS	JOB NUMBER
FOWLCA	BURTON	PUMPERS	NET 0	3994

ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	1.00	Type 6 Pumper Apparatus per Sourcewell Contract	\$258,332.00	\$258,332.00
1.00	1.00	Change Order # 1 Dated 5-24-21	\$687.00	\$687.00
1.00	1.00	Change Order # 2 Dated 6-10-21	\$7,010.00	\$7,010.00
-1.00	-1.00	Change Order # 3 Dated 8-1-22	\$4,725.00	-\$4,725.00
1.00	1.00	CA Sales Tax (8.975%)	\$23,452.04	\$23,452.04
1.00	1.00	Delivery (Non Taxable)	\$4,073.16	\$4,073.16
-1.00	-1.00	Received Chassis Payment 4-26-22	\$59,608.00	-\$59,608.00
-1.00	-1.00	Payment to be received by Leasing 2	\$215,427.13	-\$215,427.13
		VIN# 1 F D 0 X 5 H T 8 N E D 4 3 5 2 4		\$0.00
				\$0.00
		REVISED INVOICE		\$0.00

SALES AMT	\$13,794.07
FREIGHT	\$0.00
STATE TAX	\$0.00
CITY TAX	\$0.00
TOTAL	\$13,794.07

CHANGE ORDER #1



Fowler, CA

Body Job #:
3994

DATE: May 24, 2021
Initiated By: Dealer/Customer

CHASSIS CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			{Qty} days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
			Previous GO	
			Office Use Only	
1 PRICING	1		Chassis Reprice due to model year change and delay of ordering by Customer	\$0
2 DELETE	-1		2021 Ford Pricing	\$0
3 ADD	1		2022 Ford Pricing	\$687
4	1		Ca. State Sales Tax 8.975%	\$62
5	1			\$0
6	1			\$0
7	1			\$0
8	1			\$0
9	1			\$0
10	1			\$0

We hereby agree to make change(s) specified above at this price

\$749
\$262,405
\$263,154

PREVIOUS CONTRACT AMOUNT

**REVISED CONTRACT AMOUNT

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 8.975%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 8.975%, the estimated tax including this change order is now \$23,252.49 for an estimated final invoice of \$286,406.31.

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer):

on behalf of customer

Date:

7/21/21

CHANGE ORDER #2



Fowler, CA

CHANGE REQUEST

DATE: June 10, 2021

Initiated By: Dealer/Customer

Body Job #:
3994

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			(Qty) days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
			Previous CO...	
			Office Use Only	
1 DELETE -1	01-33-3400		Delete electronic internet service	\$0
2 CHANGE 1	10-13-3540		Change blinder storage to match cab interior	\$0
3 DELETE -1	51-05-8200		Delete engine compartment light	\$0
4 CHANGE 1	54-02-1400		Change cab ground lights to 4 door	\$0
5 CHANGE -1	58-61-1620		Change upper side rear warning lights to quantity of 1 pair	(\$225)
6 CHANGE 1	10-10-8200		Change running boards to 4 door chassis	\$360
7 ADD 1	20-21-1300		Add additional Waterous pump control panel. One will be in the cab and one will be on the panel	\$3,250
8 ADD 1	20-30-8100		Add Viar air compressor	\$0
9 CHANGE 1	24-33-8300		Change hose reel rollers to captive	\$0
10 CHANGE 1	31-04-2000		Change CA to 84"	\$0
11 ADD 1	45-18-1100		Add equipment mounting panel to L2	\$375
12 ADD 1	45-30-1010		Add turtle tie to shelves in R1	\$0
13 DELETE -1	45-01-1060		Remove unlatch from rear compartment	\$0
14 CHANGE -1	80-55-2200		Change gold leaf pin striping to be on the cab paint break	\$0
15 DELETE -1	80-79-1000		Remove NFPA yellow walking surface tape	\$0
16 ADD 1	80-01-4100		Add wrap for 2 tone to chassis cab. Black over Red	\$3,250
17				\$0
18	1			\$0
19	1			\$0
20	1			\$0

We hereby agree to make change(s) specified above at this price

PREVIOUS CONTRACT AMOUNT
\$283,154
REVISED CONTRACT AMOUNT
\$270,164

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 8.975%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 8.975%, the estimated tax including this change order is now \$23,881.84 for an estimated final invoice of \$294,045.45.

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer)

Not used

Date:

7-15-21

CHANGE ORDER #3



Fowler, CA

CHANGE REQUEST

Body Job #:

DATE: Aug. 1, 2022

Initiated By: Dealer/Customer

3994

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
			(Qty) days will be added to the scheduled delivery date due to lead times of components and fabrication.	\$0
			Previous CO...	
			Office Use Only	
1 DELETE	-1	90-07-4060	22' 3 section Duo Safety ladder.	(\$725)
2 DELETE	-1		Final inspection for two at the fire department.	(\$4,000)
3	1			\$0
4	1			\$0
5	1			\$0
6	1			\$0
7	1			\$0
8	1			\$0
9	1			\$0
10	1			\$0
11	1			\$0
12	1			\$0
13	1			\$0
14	1			\$0
15	1			\$0
16	1			\$0
17	1			\$0
18	1			\$0
19	1			\$0
20	1			\$0
21	1			\$0
22	1			\$0
23	1			\$0
24	1			\$0
25	1			\$0
26	1			\$0
27	1			\$0
28	1			\$0
29	1			\$0
30	1			\$0
31	1			\$0
32	1			\$0
33	1			\$0
34	1			\$0

CHANGE ORDER #3



Fowler, CA

CHANGE REQUEST

Body Job #:

DATE: Aug. 1, 2022

Initiated By: Dealer/Customer

3994

BODY CHANGES

Action	Qty.	QW No.	DESCRIPTION OF CHANGE	PRICE
35	1			\$0
36	1			\$0
37	1			\$0
38	1			\$0
39	1			\$0
40	1			\$0
41	1			\$0
42	1			\$0
43	1			\$0
44	1			\$0
45	1			\$0
46	1			\$0
47	1			\$0
48	1			\$0
49	1			\$0
50	1			\$0

We hereby agree to make change(s) specified above at this price

(\$4,725)

PREVIOUS CONTRACT AMOUNT

\$270,102

**REVISED CONTRACT AMOUNT

\$265,377

** Revised contract amount EXCLUDES any applicable federal/state/local taxes. At the time of contract/PO execution, the tax rate was 8.975%. Tax rate is subject to change based on government regulations and will be calculated upon time of final invoicing/delivery using the tax rate at that time. Using the estimated tax rate of 8.975%, the estimated tax including this change order is now \$23,452.03 for an estimated final invoice of \$288,829.19.

ACCEPTED - The above price and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Authorized Signature (Customer):

[Signature]

Date:

8/8/22



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Ai

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

Actions pertaining to the acceptance of State of California funds allocated pursuant to AB 178:

1. APPROVE Resolution No. 2594 accepting \$5 million in State funds to the City of Fowler and appropriating \$4 million for Police Department Headquarters & Senior Center construction and \$1 million for repairs, improvements, and operations of the Fowler Improvement Association's 314 North 5th Street Clubhouse
2. APPROVE Resolution No. 2595 amending the 2022-2023 Adopted Budget in the amount of \$5,000,000
3. APPROVE a subrecipient agreement between the City of Fowler and the Fowler Improvement Association in the amount of \$1 million

RECOMMENDATION

Staff recommend the City Council approve the above proposed actions.

BACKGROUND

As a part of the fiscal year 2022-23 State of California Budget process staff and The Fowler Improvement Association worked closely with Assemblymember Joaquin Arambula on a budget allocation for various needs within the City. As such, \$5,000,000 was allocated to the City of Fowler through the Governor's Office of Emergency Services. The award consists of \$4,000,000 in funds for Police Department Headquarters & Senior Center Construction, as well as \$1,000,000 in funds for repairs, improvements, and operations of the Fowler Improvement Association Clubhouse. The City of

Fowler will serve as the pass-through agency for the \$1,000,000 in State funds to be dispersed to the Fowler Improvement Association.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

This action does not have a General Fund impact. This action will result in the creation of two new funds to deposit the \$5,000,000, expense the \$1,000,000 to FIA and hold the \$4,000,000 in reserve for Police Department Headquarters & Senior Center construction.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Assemblymember Arambula budget allocation memorandum
- Resolution No. 2594
- Resolution No. 2595 with Budget Amendment
- Subrecipient Agreement



ASSEMBLYMEMBER ARAMBULA, 31ST AD

MEMORANDUM

TO: WILMA TUCKER, FOWLER CITY MANAGER
FROM: MARIA R LEMUS, DISTRICT DIRECTOR
SUBJECT: BUDGET ALLOCATION FOR THE CITY OF FOWLER
DATE: AUGUST 11, 2022

Dear Ms. Tucker and Fowler City Council,

On behalf of Assemblymember Arambula, we congratulate the City of Fowler on the budget allocation Assemblymember Arambula championed this budget cycle. We look forward to working with the City as the projects that will be funded with this budget allocation come to fruition.

AMOUNT: \$5 million

INTENDED USE OF FUNDS: Construction of new police headquarters and senior center; and for repairs, improvements and operations to the Fowler Improvement Association Clubhouse.

- \$4 million for new police headquarters/senior center
- \$1 million for repairs, improvements and operations to the Fowler Improvement Association Clubhouse.

If you have any questions or need more information, please do not hesitate to contact me at 559-445-5532 or Maria.Lemus@asm.ca.gov

RESOLUTION NO. 2594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF STATE FUNDING TO THE CITY; AND AUTHORIZING THE ACCEPTANCE OF STATE FUNDING TO THE CITY AS A PASS-THROUGH ENTITY FOR THE FOWLER IMPROVEMENT ASSOCIATION

WHEREAS, pursuant to California Assembly Bill 178 (AB 178) Section 19.56(c)(7)(J), the State of California is providing funding to the City of Fowler (City) in the total amount of \$5,000,000.

WHEREAS, \$4,000,000 of which funds were earmarked for a new police department headquarters/senior center, and \$1,000,000 were earmarked for repairs, improvements and operations to the Fowler Improvement Association Clubhouse located at 110 South Fifth Street, Fowler, CA 93625; and

WHEREAS, the City desires to accept state funds in the total amount of \$5,000,000; and disperse \$1,000,000 of the state funding to the City as a pass-through entity, to be distributed to the Fowler Improvement Association.

NOW, THEREFORE, IT IS RESOLVED AND ORDERED, as follows:

1. Council approves acceptance of the funds from the State of California.
2. City certifies it has reviewed, understands and, to the extent consistent with all Constitutional and local law requirements and this resolution, agrees to the provisions contained in the award guidelines for said funding.
3. Council hereby authorizes and directs the City Manager, or designee, to enter into an agreement with the Fowler Improvement Association to receive and use state funding for the purposes of repairs, improvements and operations to the Fowler Improvement Association Clubhouse.
4. The City Manager or designee is authorized and directed to take all actions and sign all documents necessary to effectuate this resolution.
5. This resolution shall be effective upon approval.

THE FOREGOING RESOLUTION of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on the 20th day of September 2022, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mark Rodriguez, Mayor Pro-Tem

ATTEST:

Angela Vasquez, Deputy City Clerk

RESOLUTION NO. 2595

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FOWLER
APPROVING AND ADOPTING THE BUDGET AMENDMENT FOR THE STATE OF
CALIFORNIA AB178 FUND FOR FISCAL YEAR 2022/2023**

WHEREAS, the FY 2022/2023 Annual Budget reflects the City of Fowler's ongoing commitment to providing core services; and

WHEREAS, the FY 2022/2023 Annual Budget was approved by the City Council on June 7, 2022, by Resolution 2563, and any subsequent amendments must be approved by Resolution; and

WHEREAS, the budget amendment request attached hereto specifies the details of the State of California AB178 funding

NOW, THEREFORE, BE IT RESOLVED, the Fowler City Council hereby resolves that the FY 2022/2023 budget be amended to reflect AB178 State of California fund appropriations as described in the attachment hereto.

PASSED, APPROVED AND ADOPTED this 20th day of September 2022, at a regular 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



REQUEST FOR BUDGET AMENDMENT

Resolution No. 2595

Requested by: Margarita Moreno			
Account Numbers:		Fund Name Description	
Revenues:		Increase	Decrease
255-3640 840-3640	State Grant AB178 State Grant AB178-Fowler Improvement Assoc.	\$4,000,000 \$1,000,000	
Appropriations:			
255-5710 840-5901	Improvements Pass through expense	\$4,000,000 \$1,000,000	

Reason(s) for Budget Amendment:

To align the expenses and revenues for of FY 2022/2023 budget, staff is requesting budget amendments to the following funds:

- To appropriate \$4,000,000 revenues received from State of California AB178 funding earmarked for new police department headquarters/senior center.
- To appropriate \$1,000,000 to pass-through State funding to Fowler Improvement Association a non-profit organization.

Department Director _____ Date _____

Approval Required Budget Amendment:

Finance Director _____ Date _____

Signature

City Manager _____ Date _____

Signature

City Council: ☐ Approved ☐ Resolution # _____ ☐ Denied Date _____

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement) is made as of this ___ day of September 2022, between Fowler Improvement Association, a California nonprofit corporation (Grantee) and the City of Fowler, a California municipal corporation (City or Grantor).

RECITALS

A. Pursuant to Assembly Bill 178 (AB 178) Section 19.56(c)(7)(J), the State of California, Office of Emergency Services awarded funding in the amount of \$5,000,000 to the City of Fowler. \$4,000,000 of which funds were earmarked for a new police headquarters/senior center, and \$1,000,000 (Grant Funds) were earmarked for repairs, improvements and operations to the Fowler Improvement Association Clubhouse in the City of Fowler.

B. The City will serve as a pass-through agency for the Grant Funds and disperse the funds directly to Grantee.

C. The City wishes to grant, and Grantee wishes to accept the Grant Funds.

NOW, THEREFORE, the City and Grantee agree as follows:

1. GRANT. City agrees to grant to Grantee, and Grantee agrees to receive from the City the proceeds of the Grant Funds. Grantee covenants and agrees to use Grant Funds in accordance with the following scope, as provided to the State Department of Finance on behalf of Grantee by the Office of Assemblymember Joaquin Arambula:

INTENDED USE OF FUNDS: To Fowler Improvement Association for the repairs, improvements and operations to the Fowler Improvement Association Clubhouse in the City of Fowler.

2. DISBURSEMENTS. The City shall fully disburse the Grant Funds to Grantee within thirty (30) days after receipt of said funds from the State. Upon disbursement of the Grant Funds to Grantee, City shall have no further obligations with respect to the Grant Funds, including without any limitation, any reporting and auditing requirements. Upon receipt of the Grant Funds, Grantee assumes full and complete responsibility for the proper and authorized use of the Grant Funds, and all necessary reporting, record keeping, and auditing requirements for such Grant Funds, if any.

3. INDEMNIFICATION. To the furthest extent allowed by law, Grantee shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Grantee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Grantee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or willful misconduct of City or any of its officers, officials, employees, agents or volunteers.

If Grantee should subcontract all or any portion of the work to be performed under this Agreement, Grantee shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

4. GRANTEE'S COMPLIANCE WITH STATE LAW. Grantee covenants and agrees to follow all state-imposed restrictions relating to the Grant Funds, including those set forth in AB 178 and any associated guidance, law, rule, and/or regulation.

5. GRANTEE COOPERATION WITH CITY. Grantee covenants to cooperate with City and respond promptly to any requests by City necessary to maintain compliance with AB 178.

6. GOVERNING LAW AND VENUE. This Agreement shall be interpreted under and governed by the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno County, or in the United States District Court serving Fresno County.

7. NO WAIVER. Any waiver by either the City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the City or Grantee to take, or any delay or failure by City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for City or Grantee's written consent to future waivers.

8. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: Fowler Improvement Association
110 S. Fifth Street
Fowler, California 93625
Attention: President or Vice President

City: City of Fowler
128 S. Fifth Street
Fowler, California 93625
Attention: City Manager

9. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without City's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

10. RELATIONSHIP OF PARTIES. The relationship of Grantee and City under this Agreement is and shall remain solely that of a grantor and grantee under a grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. City neither undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with respect to the matters described herein. Grantee shall have no authority to act as an agent of City or to bind City to any obligation.

11. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing, and shall be effective only if executed by both Grantee and City.

12. TIME. Time is of the essence in this Agreement.

13. INTEGRATION. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations and understandings.

14. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

15. EXECUTION OF COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY:
CITY OF FLOWER,
A California Municipal corporation

GRANTEE:
FOWLER IMPROVEMENT ASSOCIATION,
a California nonprofit corporation

By: _____
Wilma Tucker, City Manager

By: Henrietta Martin
Henrietta Martin, President

APPROVED AS TO FORM:

By: _____
Scott G. Cross, City Attorney

ATTEST:
City Clerk

By: _____
Angela Vasquez, Deputy City Clerk

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CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Aii

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MARGARITA MORENO, Finance Director

SUBJECT

Actions pertaining to Measure N:

1. APPROVE a Measure N spending plan
2. APPROVE a revised Capital Improvement Plan consistent with the Measure N spending plan

RECOMMENDATION

Staff recommend the City Council approve the above proposed actions.

BACKGROUND

The Measure N spending plan is a tool for medium-term fiscal forecasting and to provide enhanced transparency on the use of this fund. Planned Measure N spending includes CalPERS unfunded accrued liability, the Fresno County Fire Protection District contract, annual Police Department fleet renewal, and one-time costs related to the new Police Department & Senior Center.

The Capital Improvement Plan (CIP) was adopted on June 7, 2022 as a part of the Fiscal Year 2022-23 annual budget. A revision in the CIP is necessary for consistency the Measure N spending plan.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is no fiscal impact as this action does not include the appropriation or expenditure of funds.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Measure N Spending Plan
- Capital Improvement Plan

CITY OF FOWLER
MEASURE N SPENDING PLAN

	2021/22	2022/23	2023/24	2024/25	2025/26
Beginning Balance	\$ 3,182,545	\$ 4,194,983	\$ 5,093,968	\$ 2,873,852	\$ 751,663
Projected Revenue	\$ 1,600,000	\$ 1,600,000	\$ 1,632,000	\$ 1,664,640	\$1,697,933
Operating Expenses					
CalPERS UAL	\$ 322,562	\$ 361,015	\$ 397,117	\$ 436,828	\$ 480,511
FCFPD Contract or Fowler Fire	\$ -	\$ 275,000	\$ 275,000	\$ 275,000	\$ 275,000
PD Fleet Renewal	\$ 65,000	\$ 65,000	\$ 75,000	\$ 75,000	\$ 75,000
	\$ 387,562	\$ 701,015	\$ 747,117	\$ 786,828	\$ 830,511
Net Revenue/(Expenditures)	\$ 1,212,438	\$ 898,985	\$ 884,884	\$ 877,812	\$ 867,422
One-Time Expenses					
PD / Senior Center Design	\$ 200,000	\$ -	\$ -	\$ -	\$ -
PD / Senior Center Construction	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	TBD
City-Wide Exterior Cameras	\$ -	\$ -	\$ 75,000	\$ -	\$ -
Police Body Worn Cameras	\$ -	\$ -	\$ 30,000	\$ -	\$ -
	\$ 200,000	\$ -	\$ 3,105,000	\$ 3,000,000	\$ -
Ending Balance	\$ 4,194,983	\$ 5,093,968	\$ 2,873,852	\$ 751,663	\$1,619,085

CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN

*** All costs are estimated and will be fully vetted during the formal procurement process ***

	General Fund					Enterprise & Other Funds					Note
	2021/22	2022/23	2023/24	2024/25	2025/26	2021/22	2022/23	2023/24	2024/25	2025/26	
<u>Water</u>											
Water Meter Installation Project						\$685,000					ARPA
Arrearage Program (water bills)						\$141,000					SWRCB-WATER FUNDS
Water main improvements (east to west side)							\$2,000,000	\$2,000,000			Grant application
Water Well							\$1,700,000				Grant application
TCP Plant						\$1,469,000	\$600,000	\$600,000	\$600,000	\$600,000	TCP Settlement Fund
Resurface of Water Tower							\$265,000				*ARPA FUNDS
12" water line to 3 Crowns							\$200,000	\$1,800,000			Water Fund
Annual contributions per SGMA / SKGSA						\$165,000	\$190,432	\$150,000	\$150,000	\$150,000	Impact Fee-Groundwater Recharge
Water Master Plan							\$40,000	\$125,000			Water Fund
Annual Well Maintenance Program							\$30,000	\$30,000	\$30,000	\$30,000	Water Fund
<u>Stormwater / Flood Control</u>											
Curvert Replacement on Merced/6th		\$40,000									General Fund-Streets
Construct a Drywell at Vine / 6th		\$25,000									General Fund-Streets
Construct a Drywell at Tulare/7th		\$25,000									General Fund-Streets
Construct a Drywell at 7th/Stockton			\$25,000								General Fund-Streets
<u>Sewer</u>											
CCTV Inspection & Review						\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	SKF CIP
Miscellaneous Repairs						\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	SKF CIP
Sewer lift station at new KHOV Development							\$450,000				Developer
East Fresno Street Alley Sewer Improvements							\$234,000				SKF CIP
6th/7th St (bet Tuol & Mod) Alley Sewer Impr								\$540,000			SKF CIP
6th/7th St (bet Tuol & Merced) & 2nd/3rd St (bet Tuol & Adams) Alley Sewer Impr									\$317,000		SKF CIP
Jefferson Ave PS									\$135,000		SKF CIP
6th/7th St (bet Tulare & Vine) Alley Sewer Impr										\$224,500	SKF CIP
<u>Parks</u>											
New Harris Park		\$127,000									Prop 68 Per Capita-GF Parks
Donny Wright Park Improvements		\$53,000									Prop 68 Per Capita-GF Parks
8-acre Site									\$2,000,000		AB 1600 Parks
Panzak Park Amenities Rehabilitation								\$250,000			AB 1600 Parks
Panzak Park Band Shell								\$500,000			AB 1600 Parks
Kensington Estates Neighborhood Park								\$750,000			AB 1600 Parks
Ahronian Neighborhood Park										\$750,000	AB 1600 Parks
Fowler Estates Well & Cul-de-Sac Trail										\$150,000	AB 1600 Parks

CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN

** All costs are estimated and will be fully vetted during the formal procurement process **

	General Fund					Enterprise & Other Funds					Note
	2021/22	2022/23	2023/24	2024/25	2025/26	2021/22	2022/23	2023/24	2024/25	2025/26	
<u>Streets & Sidewalks</u>											
Adams Paving Project - Main to Temperance						\$1,200,000					STBG-Fund 211
Goldenstate Boulevard Reconstruction Project							\$4,500,000				STBG/FCOG Funding
Main Street Paving - 3rd Street to Adams						\$280,000					Measure C
Vine Street Paving - GS to 4th						\$350,000					Measure C
5th Street Paving - Tuolumne to Main							\$311,000				LTF 8
4th Street Paving - Vine to Main							\$307,000				LTF 8
1st Street Paving - Main to Merced								\$70,000			Measure C
Fowler Ave Paving - Adams to City boundary								\$148,000			Measure C
Maint Street Paving - Tuolumne to Vine									\$350,000		Measure C
Various crack/slurry seals								\$100,000	\$100,000	\$100,000	Measure C
Merced Streetscape							\$250,000				*ARPA FUNDS
Annual street restriping program		\$20,000	\$20,000	\$20,000	\$20,000						Gen Fund-St Main
Annual street sign replacement program	\$20,000	\$20,000	\$25,000	\$25,000	\$25,000						Gen Fund-St Main
ADA Curbramp and Sidewalk reconstruction							\$30,000	\$25,000	\$25,000	\$25,000	LTF 3
Annual tree trimming		\$20,000	\$25,000	\$25,000	\$25,000						Gen Fund-St Main
Semiannual pothole patching	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000						Gen Fund-St Main
Library Drive Approach											Gen Fund-St Main
7th Street Rehab/paving project-7th & Modesto		\$30,000									General Fund Street
Goldenstate Bike Trail							\$227,000				ATP
Manning Reconstruction Project							\$850,000				STBG
Manning Section 130 Signalization Project											Cal Trans
<u>Planning & City Facilities</u>											
Improvement Standards and Specifications		\$45,000									AB 1600 Gen Svcs
DTA/Water Rate Study/CFD						\$68,500					Water Fund
PD HQ / Senior Center Design (Dewberry)						\$200,000					Measure N
PD HQ / Senior Center Design (Dewberry)						\$200,000	\$135,000				Impact fees-Law Enforcement
General Plan Implementation							\$100,000	\$50,000			AB 1600 Gen Svcs
Parks, Trails, Active Transportation Master Plan								\$150,000			Caltrans Grant
Stormwater Master Plan							\$125,000				AB 1600 Storm Water
Recycled Water Feasibility Study								\$125,000			AB 1600 Water
Historical Asset Inventory								\$125,000			AB 1600 Gen Svcs
Facility Condition Assessment & Scoring								\$375,000			AB 1600 Gen Svcs
Corp Yard Master Plan								\$125,000			AB 1600 Gen Svcs
ADA Transition Plan (right-of-way)							\$75,000				Measure C
ADA Transition Plan (City facilities)								\$100,000			AB 1600 Gen Svcs
<u>Facilities</u>											
City Hall Site Master Plan								\$90,000			AB 1600 Gen Svcs
Fire Station second floor buildout							\$50,000	\$950,000			AB 1600 Fire/UUT

CITY OF FOWLER
CAPITAL IMPROVEMENT PLAN

** All costs are estimated and will be fully vetted during the formal procurement process **

	General Fund					Enterprise & Other Funds					Note
	2021/22	2022/23	2023/24	2024/25	2025/26	2021/22	2022/23	2023/24	2024/25	2025/26	
City Facilities and Merced Street LED Project	\$167,000										Water Fund
Lighting project near Library			\$50,000								TBD
Solar Project Procurement Process Data Analysis						\$20,000					Water Fund
Fire Building Solar Project							\$12,000	\$12,000	\$12,000	\$12,000	Fire Impact
Community/Job Training Center						\$2,500,000	\$2,500,000				EDA Grant
PD HQ / Senior Center Construction								\$3,000,000	\$3,000,000		Measure N
								\$2,000,000	\$2,000,000		AB 1600 PD/Parks/Gen
AB178 State of CA Allocation								\$4,000,000			State of California-Arambula
City Hall ADA Front Counter						\$11,548					Water Fund
City Hall Access Control							\$25,000				*ARPA FUNDS
<u>Administration & Information Technology</u>											
Accounting Software Replacement			\$40,000	\$40,000	\$40,000						50% GF
								\$40,000	\$40,000	\$40,000	50% Water
IT Capital Renewal				\$10,000	\$10,000						
Agenda Tracking Software						\$10,000					*ARPA FUNDS
Website Rebuild						\$10,000					*ARPA FUNDS
Computer Replacement Fund								\$25,823	\$25,823	\$25,823	
City-Wide Exterior Cameras							\$75,000				COPS
							\$75,000				Measure N
							\$10,000				VSCC
Payroll Software			\$24,000								GENERAL FUND/WATER
Police Firearms							\$20,000				AB 1600
Police Body Worn Cameras				\$10,000	\$10,000		\$30,000				AB 1600 or Meas N
<u>Fleet</u>											
Public Works Fleet/E-cart						\$100,000	\$50,000	\$50,000	\$50,000		General Fund/Water -SJVAPCD
Building, Code, Motor Pool			\$40,000	\$40,000							
PD Fleet Renewal Fund						\$65,000	\$65,000	\$75,000	\$75,000	\$75,000	Measure N
PD Fleet Renewal Fund						\$65,000	\$65,000	\$65,000	\$65,000	\$65,000	COPS
Street Sweeper			\$400,000					\$400,000			Gas Tax
Heavy equipment								\$200,000			TBD



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Bi

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM DAWN E. MARPLE, City Planner

SUBJECT

Actions pertaining to front yard landscaping standards in residential zones.

1. ADOPT a Categorical Exemption pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15304, subdivision (b).
2. INTRODUCTION of Ordinance No. 2022-08, amending Articles 202, 715, and 21, Section 12, Chapter 5, of Title 9 of the Fowler Municipal Code, regarding the City's landscaping standards.

RECOMMENDATION

Both Staff and the Planning Commission recommend the City Council adopt a Categorical Exemption pursuant to CEQA Guidelines Section 15304, and hear the introduction of an Ordinance modifying sections 9-5.202, 9-5.715, and 9-5.21.12, of Chapter 5, of Title 9 of the Fowler Municipal Code, to amend the City's landscaping standards.

BACKGROUND

Concerns have been raised recently regarding the increase in paved area within the front yards of single-family residential parcels.

The Fowler General Plan Land Use Element Policy 12 requires the developer to provide front yard landscaping in all single-family residential projects prior to the issuance of a Certificate of Occupancy. The Fowler Zoning Ordinance currently only requires each residential parcel have at least one (1) medium sized tree per unit in the required front yard setback. However, there are no minimum standards, nor a requirement to replace trees which have been removed.

The proposed text amendment includes:

- Clarification on the required landscaping and amount of pavement allowed on a single-family residential parcel.
- Definitions for landscaping, as well as tree height and size.
- Require new residential yards to be landscaped, except where occupied by a driveway, sidewalk, or screened by a six-foot tall fence.
- Require the aforementioned yards to have trees at a specified ratio, if such yards are at least 5 feet in depth.
- Requires trees that are removed to be replaced.

The proposed ordinance aligns with the following General Plan policies of the Land Use Element:

- Goal 2-5: New development is to reflect high levels of community design and image.
 - Policy 1. Ensure that all development is attractive and of high quality design to enhance the image of the city.

ENVIRONMENTAL FINDINGS

Planning Case Number 22-0033 has been reviewed pursuant to the California Environmental Quality Act (CEQA) and has been determined to be categorically exempt pursuant from environmental review pursuant to CEQA Guidelines Section 15304, subdivision (b).

FISCAL IMPACT

Staff do not anticipate any fiscal impact due to this ordinance.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- Ordinance No. 2022-08

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOWLER AMENDING SECTIONS 9-5.202, 9-5.715, AND 9-5.21.12, OF CHAPTER 5, OF TITLE 9 OF THE FOWLER MUNICIPAL CODE, TO AMEND THE CITY'S LANDSCAPING STANDARDS, AND TO ADOPT A CATEGORICAL EXEMPTION UNDER CEQA GUIDELINES SECTION 15304, SUBDIVISION (B).

WHEREAS, on February 3, 2009, the City Council of the City of Fowler adopted Ordinance No. 2009-01, amending Chapter 5, of Title 9 of the Fowler Municipal Code, which was a comprehensive update to the City's Zoning Ordinance and is referred to as the "Zoning Ordinance";

WHEREAS, the City of Fowler requires each residential parcel have a minimum of one (1) medium-sized tree;

WHEREAS, the City's Zoning Ordinance lacks landscaping requirements for residential projects;

WHEREAS, General Plan Policy 1 of Goal 2-5 directs the City to "[e]nsure that all development is attractive and of high quality design to enhance the image of the city";

WHEREAS, the Planning Commission adopted Resolution No. 677, on August 4, 2022, recommending that the City Council adopt an ordinance to amend sections 9-5.202, 9-5.715, and 9-5.21.12 of Chapter 5, of Title 9 of the Fowler Municipal Code; and

WHEREAS, the City Council desires to amend sections 9-5.202, 9-5.715, and 9-5.21.12 of Chapter 5, of Title 9 of the Fowler Municipal Code to establish and define the implementations of single-family residential landscaping requirements.

THE CITY COUNCIL OF THE CITY OF FOWLER DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9-5.202, of Chapter 5, of Title 9 of the Fowler Municipal Code is hereby amended to include the following definitions:

Landscaping. The planting, configuration, and maintenance of trees, ground cover, shrubbery, and other plant material, decorative natural and structural features (hedges, trellises, fountains, sculptures), earth patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

Mature height. The typical height of a tree as defined by the latest edition of the Water Use Classification of Landscape Species (WUCOLS).

Tree, Large. A tree whose mature height is greater than 45 feet and is at least 1 ½ inch in diameter, measured at six inches above ground level.

Tree, Medium. A tree whose mature height is between 25 and 45 feet and is at least 1 ¼ inch in diameter, measured at six inches above ground level.

Tree, Small. A tree whose mature height is less than 25 feet and is at least 1 inch in diameter, measured at six inches above ground level. Two small trees shall count as a medium tree.

SECTION 2. Section 9-5.715, of Chapter 5, of Title 9 of the Fowler Municipal Code is hereby amended to include the following:

- I. All required yards shall be landscaped, except where the required yard is:
 1. Occupied by a sidewalk or driveway; or
 2. Screened from public view by a wall or fence of at least six (6) feet in height.
- J. Where front and corner lot yards are required to be landscaped, medium-sized trees shall be planted at intervals of one per every 30 linear feet of parcel frontage. Yards less than 5 feet in depth are exempt.
- K. Impervious surfaces in the front or corner lot yard shall be limited to walkways and driveways leading to covered carports, garages, or RV parking locations pursuant to FMC Section 9-5.2004. Exceptions may be allowed subject to Administrative Approval.

SECTION 3. Section 9-5.21.12, of Chapter 5, of Title 9 of the Fowler Municipal Code is hereby amended to read the following:

G. Except as otherwise provided by this ordinance, all required yards shall be landscaped.

~~Each residential parcel of land or lot shall have a minimum of one (1) medium-sized tree for each residential unit.~~ Each commercial and industrial parcel of land or lot shall have a minimum of one (1) medium-sized tree for every four (4) parking spaces. ~~Two (2) small trees (fifteen (15) to thirty (30) feet at maturity) shall be counted as one (1) medium-sized tree.~~

SECTION 4. The City Council has determined that this Project is subject to a categorical exemption from the California Environmental Quality Act ("CEQA") under CEQA Guidelines Section 15304, subdivision (b).

SECTION 5. This Ordinance shall take effect thirty (30) days after its adoption.

SECTION 6. The City Clerk is further directed to cause this ordinance or a summary of this ordinance to be published once in a newspaper of general circulation published and circulated within the City of Fowler, within fifteen (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the City Council meeting at which the ordinance is adopted and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

* * * * *

The foregoing ordinance was introduced at a regular meeting of the City Council held on September 20, 2022, and was adopted at a regular meeting of said Council held on _____, 2022, 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: 8-Ci

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MICHAEL S. REID, Chief of Police

SUBJECT

Actions pertaining to Position Authorization Resolution No. 2596:

1. APPROVE the conversion of two Police Officer positions to two Police Corporal positions
2. APPROVE the conversion of one Police Officer position to one Police Sergeant position

RECOMMENDATION

Staff recommend the City Council approve the conversions as outlined above.

BACKGROUND

Conversion of two Police Officer positions to two Police Corporal positions:

The Fowler Police Department operates on 12-hour shifts. Day shift is from 6am-6pm and the night shift is from 6pm-6am. The Department currently has two newly-promoted Sergeants who, along with the Officers, work a rotating two-week schedule of three days on and four days off, followed by four days on and three days off.

One Sergeants is assigned to the 6am-6pm shift, and the second Sergeant is assigned to the 6pm-6am shift. As a result of the shift configurations and number of sworn personnel, 50% of the shifts each week have no Sergeant scheduled for supervision. Additionally, training obligations, vacation, or use of sick leave also increase that percentage.

A lack of supervision on over one-half of the shifts has resulted in demonstrated deficiencies in police operations.

Deficiency 1: Criminal cases in the agency's criminal report writing system must be approved by a supervisor. Where a late report is written but the Sergeant is on days off, these reports remain in the system waiting to be reviewed and approved. This can result in jail releases prior to approved crime reports being added to the District Attorney complaint package. To address this issue, overtime would need to be utilized to call in an Officer on their day off. With a Corporal assigned to a shift, approval of criminal reports could be done each shift, reducing some overtime expenditures.

Deficiency 2: Administrative responsibilities, such as reporting personnel injuries, are not being documented properly. When an injury occurs in the field, personnel may decline medical treatment, however, Sergeants are still responsible for documenting injuries and ensuring the employee receives appropriate medical care. Where a Sergeant is not available, medical attention can be delayed and staffing coverage gaps may occur. With a Corporal assigned to a shift, medical care, workers compensation processing, and the backfilling of shifts coverage could be better managed to ensure policies are followed.

Deficiency 3: The Fowler Police Department does not currently have certified Field Training Officers (FTO). This responsibility falls onto the Sergeants, who have already have many other responsibilities within the organization, and do not have the capacity to train new Officers and Community Service Officers. With a Corporals assigned to a shift, they would be formally designated as FTOs and be expected to complete the FTO certification training.

The Fowler Municipal Code at section 4-5.02 - Declaration of adherence to standards, states:

Pursuant to the provisions of Section 13522 of Chapter 1 of Title 4 of Part 4 of the Penal Code of the State, the City, while receiving aid from the State pursuant to said Chapter 1, shall adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training (POST).

The California Code of Regulations (CCR) requires under Title 11, Section 1005 describes the minimum standards for training for a sworn police officer. Specifically, subsection (a)(1)(A) states

"...every peace officer, except Reserve Levels II and III, jail deputies, and those Officers described in subsections 1005(a)(1)(B)1-5, following completion of the Regular Basic Course and before being assigned to perform general law enforcement uniformed patrol duties without direct and immediate supervision, shall complete a POST-approved Field Training Program as set forth in Commission Procedure D-13."

11 CCR 1004 (a)(4) further requires that all law enforcement agencies in California shall establish a Field Training Program comprised of FTOs who:

- Have been awarded a POST Basic Certificate,
- Have a minimum of one-year general law enforcement uniformed patrol experience,
- Have been selected based upon a department-specific selection process, and
- Meets the training requirements specified in subsection 1004(d).

Establishment of a Corporal/FTO position with the City of Fowler complies with the intent of the Fowler Municipal Code and the training standards established by the State Commission on POST as codified in the CCR.

Internal Recruitment Process:

If the positions are approved, the Chief of Police will initiate an in-house testing and selection process to promote two Officers to the rank of Corporal.

Cost:

The annual cost of converting two Officer positions to Corporal positions is dependent upon when the promotions are made, and from which step the Officers are promoted from. The estimated annual additional cost for promoting two Corporals is \$11,228. If the promotions took effect on November 1, 2022, the cost for the remainder of Fiscal Year 2022-23 would be \$7,522.76. Sufficient funds are available in the adopted Fiscal Year 22-23 Police Department budget to cover the cost of the proposed conversions.

FTO Program Development

Currently the Department is developing an FTO program for the newly hired Community Service Officers. In addition, it has been several years since the officer (sworn) FTO program was updated. The Corporals would be instrumental in developing the FTO program and certifying it with POST.

Summary

The promotion of two Officers to Corporal will provide supervision to field operations where none exists, help establish a modern and POST-compliant training program for personnel, allow criminal cases to be reviewed and approved more efficiently, and provide guidance and direction in critical incidents such as where Officers are injured. The Corporal position also provides a pathway for internal growth and development within the organization as a means of employee retention and succession planning.

Conversion of one Police Officer position to one Police Sergeant position:

The proposed conversion of one Police Officer position to one Police Sergeant position is to memorialize the promotion of one of the Department's Police Officers to the rank of Sergeant. This promotion occurred at the beginning of the fiscal year with a swearing in ceremony occurring during a Special Council meeting on July 19, 2022.

As illustrated on Exhibit A, the proposed Position Authorization Resolution, approval of these conversions does not increase the total number of authorized positions above the 36 positions previously authorized during the Fiscal Year 2022-23 budget approval.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

As discussed above, the minimal annual cost associated with the three proposed conversions is available in the adopted FY22-23 Police Department budget.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2596
- Exhibit A: Position Authorization Resolution

RESOLUTION NO. 2596

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER
AMENDING THE FULL-TIME POSITIONS AUTHORIZED IN THE
CITY FOR FISCAL YEAR 2022/2023**

WHEREAS, maintaining a Position Authorization Resolution is an essential best practice in municipal budgeting and internal controls; and

WHEREAS, the number of full-time positions in which persons may be employed by the City during Fiscal Year 2022/2023 was adopted during the Fiscal Year 2022/23 Budget; and

WHEREAS, City Council now desires to amend the authorized positions as set forth in Attachment A of this Resolution; and

WHEREAS, the total number of authorized positions shall not increase above the 36 positions previously authorized for Fiscal Year 2022-23, and the number of persons employed in full-time positions shall not exceed the total number of authorized positions; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fowler that the authorized full-time positions in which persons may be employed by the City during Fiscal Year 2022/2023 is hereby amended by this Position Authorization Resolution and shall be as set forth in Attachment A of this Resolution.

PASSED, APPROVED AND ADOPTED this 20th day of September 2022, at a regular 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 of Fowler
Position Authorization Resolution*
Exhibit A

Classification	FTE	Primary Dept
City Manager	1.0	Administration
Deputy City Clerk/Human Resource Officer	1.0	Clerk
Finance Director	1.0	Finance
Accounting Assistant	2.0	Finance
Administrative Assistant	1.0	Finance
Accountant	1.0	Finance
Permit Technician	1.0	Comm Dev
Code Enforcement Officer I	1.0	Comm Dev
Records and Property Technician I	1.0	Police
Community and Economic Development Director	1.0	Comm Dev
Building Official	1.0	Comm Dev
Police Chief	1.0	Police
Police Lieutenant	1.0	Police
Police Sergeant	1.0 2.0	Police
Police Corporal	2.0	Police
Police Officer	9.0 6.0	Police
Public Works Director	1.0	PW
Public Works Supervisor	1.0	PW
Maintenance Assistant	3.0	PW
Maintenance Worker	2.0	PW
Senior Maintenance Worker	1.0	PW
Water Operator	1.0	PW
Water Operator II	2.0	PW
Recreation and Senior Center Supervisor	1.0	Senior/Recreation

***Full time positions**

36.0



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Dii

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE Amendment No. 1 to 2014 Golden State Boulevard Cooperative Agreement

RECOMMENDATION

Staff recommend the City Council approves Amendment No. 1 to 2014 Golden State Boulevard Cooperative Agreement with the Fresno Council of Governments.

BACKGROUND

The City of Fowler entered into an agreement with the Fresno Council of Governments regarding the design and construction of the Measure C funded Golden State Corridor project. The project proposes to reconstruct 14.1 miles of Golden State Boulevard from American Avenue north of Fowler to Mission Street in southern Kingsburg. The project is proposed to be split into two phases. Phase 1 will involve construction of Project facilities that do not intersect with or otherwise involve any facilities owned and operated by the Union Pacific Railroad, while Phase 2 will involve construction of Project facilities that will impact facilities owned and operated by the Union Pacific Railroad.

The amendment clarifies the project phases, transfers construction management duties to Fresno County in lieu of the Fresno County Transportation Authority, and, if the project bids are over budget, requires the City of Fowler to either identify additional adjustments to their respective pro rata shares (or reductions in the overall project scope), or commit their own additional funding, from alternative sources, to make up the shortfall.

ENVIRONMENTAL REVIEW

A Mitigated Negative Declaration has been adopted for the project.

FISCAL IMPACT

Approval of the amendment could potentially place a significant financial burden on the City of Fowler to deliver the project or risk reducing the project scope of work with City limits.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- 2014 Golden State Corridor Cooperative Agreement
- Amendment No. 1 to 2014 Golden State Corridor Cooperative Agreement

Golden State Corridor Cooperative Agreement

This AGREEMENT is made and entered into this 25th day of Sept, 2014 by and between the Fresno Council of Governments, a Joint Powers Public Agency (hereinafter "FCOG"), the County of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), the Fresno County Transportation Authority, a body politic duly organized and existing under the Constitution and laws of the State of California (hereinafter "AUTHORITY"), the City of Fowler, a municipal corporation (hereinafter "FOWLER"), the City of Selma, a municipal corporation (hereinafter "SELMA"), and the City of Kingsburg, a municipal corporation (hereinafter "KINGSBURG").

RECITALS

WHEREAS, the parties to this AGREEMENT are presently planning an improvement along Golden State Boulevard, a 14.2 mile stretch of old Highway 99 generally from American Avenue south to Mission Street in Kingsburg (hereinafter "the PROJECT"). The PROJECT width is 300 feet wide, centered on the current Golden State Boulevard centerline. The PROJECT area will pass through the cities of FOWLER, SELMA, and KINGSBURG, and unincorporated areas under the jurisdiction of the COUNTY; and,

WHEREAS, FOWLER, SELMA, KINGSBURG, and the COUNTY will be referred to collectively as "PARTICIPATING LOCAL AGENCIES" at various times throughout this AGREEMENT; and

WHEREAS, PARTICIPATING LOCAL AGENCIES, while maintaining and in no way delegating or relinquishing any of their respective jurisdictional responsibilities, recognize that it will be to their mutual benefit for the PROJECT to be constructed under a single coordinated construction contract; and,

WHEREAS, significant challenges exist in the proposed PROJECT area, particularly from a design engineering standpoint, in that the corridor currently lacks an overall cohesive identity; and while many significant improvements have been made along some sections of the corridor, other areas need renovation to blend and complement the improved portions; and additionally, each city needs to have its own identity and planning issues reflected while maintaining an aesthetic consistency along the entire length of the corridor; and,

WHEREAS, in furtherance of the shared goal to achieve a unified improvement along the entire corridor, PARTICIPATING LOCAL AGENCIES have requested that FCOG take the lead role in facilitating the PROJECT design, and that AUTHORITY take the lead role in the administrative management of the PROJECT construction; and,

WHEREAS, FCOG has formed and will staff a Project Development Team, hereinafter know as PDT, consisting of representatives of the parties to this AGREEMENT, to provide oversight and advice throughout the duration of the PROJECT.

WHEREAS, FCOG has completed the "Community Vision for the Golden State Corridor," which essentially serves as the design guidelines manual for the PROJECT; the 30% design plans for the entire corridor; the Utility, Railroad, and California Public Utilities Commission Report; the Water Conservation Opportunities Report; the Topographic Mapping and Aerial Photography; and the Draft Initial Study and Mitigated Negative Declaration; and,

WHEREAS, the initial cost estimates resulting from the 30% design plans were in excess of the available resources programmed in the Measure "C" Extension Expenditure Plan (hereinafter "the Expenditure Plan"), and accordingly FCOG had the consultant develop an "OPINION OF PROBABLE IMPROVEMENT COSTS – GOLDEN STATE CORRIDOR ECONOMIC DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS - ADJUSTED TO MEASURE C ALLOCATION," dated October 2011, a true and correct copy of which is attached hereto as EXHIBIT A and incorporated herein by this reference as though set forth in full. The parties to this Agreement hereby acknowledge and agree that the cost estimates contained in EXHIBIT A constitute a reasonable initial allocation of the available resources among the PROJECT components; and,

WHEREAS, the current Expenditure Plan programs \$6.226 million in 2013/14 for design and \$41.389 million during a three year period from 2018/19 through 2020/21 for construction of the PROJECT; and,

WHEREAS, it is currently unknown what the actual cost of each phase of the PROJECT eventually will be, just as the total amount of Measure "C" revenues that ultimately will be available for the actual construction is necessarily an estimate, based on economic projections; and accordingly, flexibility should be and is implied in the estimated totals for the design and construction phases listed in the immediately preceding Paragraph. The total PROJECT funding also will include relatively minor right of way purchases and allowances for review and construction engineering by the PARTICIPATING LOCAL AGENCIES, and therefore it is anticipated that adjustments may need to be made to the scope of work detailed in EXHIBIT A; and

WHEREAS, each of the PARTICIPATING LOCAL AGENCIES wishes to have its respective engineering and/or planning staff perform additional analysis of the engineering work FCOG has provided to date, including EXHIBIT A, for the purposes of adjusting the scope to fit individual agency requirements and to develop a conceptual approach that is both fiscally constrained and capable of implementation for presentation by the PARTICIPATING LOCAL AGENCIES to their respective governing bodies for approval; and,

WHEREAS, it is acknowledged that adjustments to EXHIBIT A will be necessary in order to accommodate the above mentioned engineering review and to factor in construction

management costs, and it is additionally recognized by the parties that future updates to the Expenditure Plan may result in changes in the amount of Measure "C" funding available; and for purposes of this Agreement and all subsequent modifications and amendments hereto, the resulting accumulated adjustments that necessarily must occur to EXHIBIT A over time, in allocating the available Measure "C" resources for the estimated PROJECT budget among the scope of improvements in each jurisdiction shall hereinafter be identified, as to each of the PARTICIPATING LOCAL AGENCIES, as its respective "PRO RATA SHARE"; and,

WHEREAS, FCOG will, to the extent financially feasible, incorporate the results of the EXHIBIT A scope revisions proposed by the PARTICIPATING LOCAL AGENCIES and approved by their respective governing bodies, in the Request for Proposal to complete the design phase of the PROJECT; and,

WHEREAS, should any of the PARTICIPATING LOCAL AGENCIES determine additional scope is required in excess of its adjusted PRO RATA SHARE, said agency may propose to revise other components of its PRO RATA SHARE or commit additional funding; and,

WHEREAS, should final bid cost for the entire PROJECT exceed available Measure "C" committed funding, the AUTHORITY shall postpone awarding contracts until the parties to this AGREEMENT identify additional reductions to PRO RATA SHARE or commit their own additional funding, from alternative sources, to make up the shortfall; and,

WHEREAS, FCOG has executed a separate Cooperative Agreement with the AUTHORITY, to reimburse the PARTICIPATING LOCAL AGENCIES (i.e., FOWLER, SELMA, KINGSBURG, and the COUNTY) for their costs incurred in connection with the above-referenced engineering review. Prior to starting the design or construction phases, this Agreement may be amended to provide additional reimbursement for the cost of reviewing design plans, specifications, RFI's, shop drawings, change orders, periodic inspection, construction support services and other costs associated with designing and constructing the PROJECT.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I - FCOG RESPONSIBILITIES

1. FCOG shall convene and provide staff support to the PDT that assumes oversight responsibility for the PROJECT to the effect that the parties to this AGREEMENT have the opportunity to make effective decisions during the design and construction phases.
2. FCOG shall develop an RFP for services to design the PROJECT, starting on the basis of EXHIBIT A and incorporating any scope revisions deemed appropriate from both an engineering standpoint and within fiscal constraints of the estimated PROJECT budget and available Measure "C" funding, as determined by the

consensus of the engineering review by the parties to this Agreement, and the respective adjusted PRO RATA SHARES.

3. FCOG shall involve the PDT in the selection of the design firm and any other third party consultant(s) required for the design phase of this PROJECT.
4. FCOG shall execute one or more Cooperative Agreements with the AUTHORITY as necessary to fund the design phase of the PROJECT.
5. FCOG shall enter into and administer the design contract with a qualified engineering firm.
6. FCOG shall provide all design products and documents to the PDT and involve the PDT extensively in the decision making process during the design phase of the PROJECT.
7. During the design phase, an amount to provide reimbursement to each of the PARTICIPATING LOCAL AGENCIES for engineering review and to the AUTHORITY for advertising and construction management shall be identified and incorporated into the respective adjusted PRO RATA SHARES.
8. Upon completion of design and prior to turning the PROJECT over to the AUTHORITY to administer the advertisement, bidding and construction of the PROJECT, FCOG shall provide the proposed final design, plans and specifications to the PDT for review and approval.

SECTION II. - PARTICIPATING LOCAL AGENCIES' RESPONSIBILITIES (FOWLER, SELMA, KINGSBURG, COUNTY, respectively)

1. Each of the PARTICIPATING LOCAL AGENCIES shall review the engineering work FCOG has done to date, including EXHIBIT A.
2. Each of the PARTICIPATING LOCAL AGENCIES shall determine what, if any, scope revisions are appropriate and that the revised scope is within fiscal constraints imposed by the adjusted estimated PROJECT budget and available Measure "C" funding, and the respective adjusted PRO RATA SHARES.
3. During the design and construction phase, PARTICIPATING LOCAL AGENCIES shall review design plans, specifications, RFI's, shop drawings and change orders, and shall provide periodic inspection and various construction support services related to the section of the PROJECT that falls within its respective jurisdiction.
4. CITY/COUNTY shall participate in the PDT decision making process to insure the design and construction of the PROJECT proceeds appropriately and in accordance with each of their respective standards.
5. If, in the course of PROJECT, final bids come in above available committed Measure "C" funds, or if any of the PARTICIPATING LOCAL AGENCIES determines additional scope is required that exceeds its respective PRO RATA SHARE, or if change orders occur during construction, or if hazardous materials mitigation is required during construction, then such agency shall work with FCOG and AUTHORITY to adjust the PROJECT scope accordingly, or shall commit its own additional funding, from alternative sources, to make up the shortfall;.

6. Each of the PARTICIPATING LOCAL AGENCIES shall acquire and retain ownership of right of way required for the portion of the PROJECT within its jurisdiction, in accordance with all applicable requirements at its own expense, subject to the reimbursements provided as available in its respective adjusted PRO RATA SHARE.
7. Upon completion of construction each of the PARTICIPATING LOCAL AGENCIES shall accept and maintain the improvements falling within its respective area of jurisdiction.
8. Each of the PARTICIPATING LOCAL AGENCIES shall waive all fees associated with permitting, plan check, and inspection of the PROJECT that otherwise would be payable by either FCOG or AUTHORITY with regard to the PROJECT.
9. It is understood that, if changes become necessary during construction of a portion of the PROJECT within the jurisdiction of one of the PARTICIPATING LOCAL AGENCIES, such changes shall be approved in advance by that agency's Director of Public Works or his/her designee. Such approval shall be given within a reasonable time, which shall in no event be more than two weeks, following notification to that agency of the proposed change.

SECTION III. - AUTHORITY RESPONSIBILITIES

1. AUTHORITY shall enter into a Cooperative Agreement with FCOG to fund the design phase of the PROJECT and provide reimbursement to the PARTICIPATING LOCAL AGENCIES for engineering review and construction management support costs incurred in connection with the PROJECT.
2. AUTHORITY shall participate in the PDT decision making process to insure the design and construction of the PROJECT proceeds appropriately.
3. Upon completion of the design phase of the PROJECT, satisfactory to the PDT, AUTHORITY shall advertise and bid the PROJECT.
4. AUTHORITY shall go through a selection process to obtain services of a Construction Management firm (hereinafter "the CM firm") to provide for construction engineering services, including but not limited to the furnishing of all necessary field engineering, construction observation and performance testing with regard to the administrative oversight of the contract construction work, pursuant to separate contract between AUTHORITY and the CM firm, subject to approval of the proposed award and contract by AUTHORITY's Board.
5. AUTHORITY shall involve the PDT in the selection of the preferred construction management and construction firms.
6. AUTHORITY, in conjunction with the CM firm, shall advertise and conduct a competitively bid selection process to obtain the services of a prime contractor (hereinafter "Construction Contractor") for construction of the PROJECT improvements, pursuant to separate contract between AUTHORITY and the Construction Contractor, subject to approval of the proposed award and contract by AUTHORITY's Board.
7. The cumulative amount of all costs to the AUTHORITY for PROJECT-related expenditures of any kind or nature relating to the design and construction of the

PROJECT, including but not limited to expenses incurred in connection with advertisement, bidding and award of the PROJECT, selection and payment of both the CM firm and the Construction Contractor pursuant to their respective contracts with AUTHORITY, and reimbursement of the other parties' PROJECT design costs as provided in Section IV below, shall not exceed the amount allocated to the PROJECT in the adopted Measure "C" Regional Transportation Program Tier 1 list as approved by the FCOG and AUTHORITY and as may be subsequently be modified as part of the biennial update of the Expenditure Plan.

8. AUTHORITY shall contractually require the Construction Contractor to provide insurance coverage in accordance with the plans and specifications of the PROJECT, in amounts commensurate with the PROJECT scope for each type of policy required, and to provide for the listing of each of the PARTICIPATING LOCAL AGENCIES as an additional insured in the Construction Contractor's commercial general liability insurance policy with respect to all PROJECT-related operations.
9. Any cost savings remaining at the end of the PROJECT, after all outstanding claims have been settled, shall revert to the Measure "C" Regional Transportation Program for reallocation to one or more other projects specified in that Program's updated Tier 1 list, in accordance with the most current Expenditure Plan update previously approved by the FCOG and AUTHORITY as of that point in time.

SECTION IV. - COST REIMBURSEMENT

1. Any reimbursement provided to the PARTICIPATING LOCAL AGENCIES under this Agreement will be at actual cost and must be supported by an invoice and source documentation verifying the cost.
2. FCOG has executed a separate Cooperative Agreement with the AUTHORITY, to provide \$100,000 to reimburse parties to this AGREEMENT for engineering cost associated with reviewing the 30% Design Plans with the amount allocated to FOWLER, SELMA and KINGSBURG not to exceed \$30,000 each and the allocation to the COUNTY not to exceed \$10,000.

SECTION V. - INDEMNITY

Each party to this Agreement hereby agrees to hold harmless and indemnify all other parties, and their respective officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance or failure to perform, by FOWLER, SELMA, KINGSBURG, the COUNTY, FCOG or the AUTHORITY, or their respective officers, agents, and employees, in carrying out such party's obligations under this Agreement. This section shall survive expiration or termination of this Agreement.

SECTION VI. - INSURANCE

Without limiting the right of any party to obtain indemnification from any other party, it is understood that each party to this Agreement shall each maintain, at their sole expense,

insurance policies or self insurance programs including, but not limited to, an insurance pooling arrangement, and/or Joint Powers agreement, sufficient to fund its respective liabilities hereunder throughout the term of this Agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and worker's compensation exposure. Evidence of Insurance, Certificates of Insurance or similar documentation shall not be required of any party under this Agreement.

SECTION VI. – - ASSIGNMENT

No party to this Agreement shall assign, transfer or sub-contract this Agreement, or any of its rights or duties under this Agreement, without the advance written consent of each of the other parties to this Agreement.

SECTION VII. – - SEVERABLE

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

SECTION VIII. – - TERM

This AGREEMENT shall become effective immediately upon execution hereof by all of the parties and shall remain in effect until such time as construction of the PROJECT has been completed and accepted by all parties to this Agreement, and all claims arising hereunder have been settled or otherwise fully and finally resolved.

SECTION IX. – - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

SECTION X. – - CONTENT

Each party acknowledges that it has read and fully understands the content of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral.

SECTION XI – - MODIFICATION

This Agreement may be modified only by written instrument executed by duly authorized representatives of all of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein above written.

FRESNO COUNCIL OF GOVERNMENTS

By Tony Boren
TONY BOREN, Executive Director

APPROVED AS TO LEGAL FORM ON BEHALF OF THE FRESNO COUNCIL OF GOVERNMENTS:

DANIEL C. CEDERBORG, County Counsel

By A. G. Wille August 25, 2014
ARTHUR G. WILLE, Senior Deputy County Counsel

FRESNO COUNTY TRANSPORTATION AUTHORITY

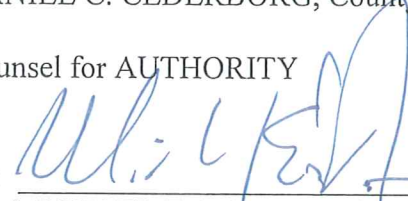
By: 
HARRY ARMSTRONG, Chairman

REVIEWED AND RECOMMENDED FOR APPROVAL


By: 
RON PETERSON, Executive Director

APPROVED AS TO LEGAL FORM
DANIEL C. CEDERBORG, County Counsel

Counsel for AUTHORITY

By: 
MICHAEL E. ROWE, Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM
VICKI CROW, C.P. A., Fresno County Auditor-Controller/Treasurer-Tax Collector

By: 

Attest:

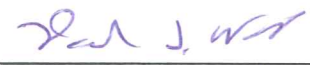
Contracts Administrator-Board Clerk

CITY OF FOWLER

By 
DAVID ELIAS, City Manager

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, County Counsel

Counsel for FOWLER

By 
Daniel C. Cederborg

CITY OF KINGSBURG

By 
ALEXANDER HENDERSON, City Manager

APPROVED AS TO LEGAL FORM:
DANIEL C. CEDERBORG, County Counsel

Counsel for KINGSBURG

By 

CITY OF SELMA

By 
Kenneth Grey, City Manager

APPROVED AS TO LEGAL FORM:

DANIEL C. CEDERBORG, County Counsel

Counsel for SELMA

By 
Neal E. Costanzo

1 IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT
2 to be executed as of the day and year first above written.

3
4 COUNTY OF FRESNO

5
6 BY: 
7 ANDREAS BORGEAS, CHAIRMAN,
8 BOARD OF SUPERVISORS 8/26/14


9
10 APPROVED AS TO LEGAL FORM
11 COUNTY COUNSEL

12 BY: 
13 DEPUTY

14
15 APPROVED AS TO ACCOUNTING
16 FORM

17 BY: 
18 VICKI CROW, C.P.A.
19 AUDITOR-CONTROLLER/
20 TREASURER-TAX COLLECTOR

21 REVIEWED AND RECOMMENDED
22 FOR APPROVAL

23 BY: 
24 ALAN WEAVER, DIRECTOR
25 DEPARTMENT OF PUBLIC WORKS
26 AND PLANNING

27
28
ORG: 4510
FUND: 0010
SUBCLASS: 11000
ACCOUNT: 4985

ATTEST:

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: 
Deputy

**AMENDMENT NO. 1 TO
GOLDEN STATE CORRIDOR COOPERATIVE AGREEMENT**

This Amendment ("Amendment No. 1") to the Golden State Corridor Cooperative Agreement, dated September 25, 2014 ("2014 Agreement"), is entered into by and between the Fresno Council of Governments, a Joint Powers Public Agency (hereinafter "FCOG"), the County of Fresno, a political subdivision of the State of California (hereinafter "COUNTY"), the Fresno County Transportation Authority, a body politic duly organized and existing under the Constitution and laws of the State of California (hereinafter "AUTHORITY"), the City of Fowler, a municipal corporation (hereinafter "FOWLER"), the City of Selma, a municipal corporation (hereinafter "SELMA"), and the City of Kingsburg, a municipal corporation (hereinafter "KINGSBURG"), all of which are hereinafter sometimes referred to collectively as "the Parties").

RECITALS

WHEREAS, one of the purposes of the 2014 Agreement was to allocate responsibilities between the Parties with regard to a proposed road improvement project along Golden State Boulevard, a 14.2 mile stretch of old Highway 99 generally from American Avenue south to the Tulare County line (hereinafter "the PROJECT"), which will pass through the cities of FOWLER, SELMA, and KINGSBURG, and unincorporated areas under the jurisdiction of the COUNTY; and

WHEREAS, the 2014 Agreement provided that FOWLER, SELMA, KINGSBURG, and COUNTY were to be referred to collectively at various times therein as the "PARTICIPATING LOCAL AGENCIES"; and

WHEREAS, the 2014 Agreement provided that the PARTICIPATING LOCAL AGENCIES recognized and acknowledged that construction of the PROJECT under a single coordinated construction contract would be to their mutual benefit; and

WHEREAS, the 2014 Agreement essentially contemplated that FCOG would provide oversight responsibilities for the PROJECT through completion of its design phase and that AUTHORITY would assume oversight responsibility for the construction phase, including AUTHORITY'S retention of a competitively selected construction management firm pursuant to separate contract; and

WHEREAS, it is acknowledged by the Parties that AUTHORITY staff has since requested that COUNTY serve as the AUTHORITY'S designated "Responsible Agency", to conduct the advertisement, bidding and award of the PROJECT, and thereafter to administer the construction phase, as COUNTY'S staff has the requisite experience and expertise to manage the contract for a major public road improvement work such as this PROJECT; and

WHEREAS, the AUTHORITY and COUNTY entered into a separate Cooperative Agreement for that purpose dated June 8, 2022 (hereinafter "the 2022 Authority-County Agreement"); and.

WHEREAS, it was expressly acknowledged by the Parties, in the Recitals to the original 2014 Agreement, that the initial cost estimates for the Project prepared in October 2011 by FCOG's consultant and attached thereto as Exhibit A, would necessarily need to be modified and adjusted over time; and

WHEREAS, as stated in Section 1.1 of the 2022 Authority-County Agreement, the updated scope, schedule and funding program as currently contemplated for the Project are set forth in Exhibits A, B and C thereto; and

WHEREAS, true and correct copies of Exhibits A, B and C to the 2022 Authority-County Agreement also are appended hereto as Attachments A, B and C to this Amendment No. 1 to the original 2014 Agreement; and

WHEREAS, a formal amendment to the 2014 Agreement is necessary, in order to update the initial cost estimates for the Project and to provide for modifications to the allocation of responsibilities as originally contemplated by the 2014 Agreement, including designation of COUNTY as the "Responsible Agency" for purposes of the Agreement as herein amended and to provide the necessary administrative services for construction of the PROJECT; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, it is agreed by and between all Parties as follows:

1. COUNTY, in addition to being one of the PARTICIPATING LOCAL AGENCIES, shall act as Responsible Agency and serve as AUTHORITY'S designated Responsible Agency to conduct the advertisement, bidding and award of the PROJECT, and thereafter administer the construction phase of the PROJECT, pursuant to that separate 2022 Authority-County Agreement referenced hereinabove.

2. Any provision in the 2014 Agreement that is inconsistent with or conflicts with the provisions of this Amendment (including Attachments A, B and C appended hereto and incorporated by this reference) shall be deemed to be amended (and to the extent of any conflict effectively superseded) by this Amendment, and any such inconsistency or conflict shall be resolved by giving priority to the provisions of this Amendment and Attachments A, B and C appended hereto. Accordingly, it is acknowledged by the Parties that the updated scope, schedule and funding program as currently contemplated for the Project are set forth in Attachments A, B and C which are appended hereto and incorporated herein by this reference, and the Parties hereby agree and acknowledge that Attachments A, B and C hereto shall be deemed to supplement and update (and to the extent of any conflict effectively supersede) the provisions of Exhibit A to the original 2014 Agreement.

3. The provisions of the 2014 Agreement are hereby amended as set forth in the following subparagraphs 3.1 through 3.9 of this Paragraph 3:

3.1. Section I ("FCOG RESPONSIBILITIES"), Paragraph 8 of the 2014 Agreement is hereby amended to state as follows:

"8. Upon completion of design and prior to turning the PROJECT over to the AUTHORITY to oversee COUNTY'S administration of the advertisement, bidding and construction of the PROJECT, FCOG shall provide the proposed final design, plans and specifications to the PDT for review and approval."

3.2. Section II "PARTICIPATING LOCAL AGENCIES' RESPONSIBILITIES"), Paragraph 8 of the 2014 Agreement is hereby amended to state as follows:

"8. Each of the PARTICIPATING LOCAL AGENCIES shall waive, or implement the appropriate exemption, as appropriate, with respect to all fees associated with permitting, plan check, encroachments and inspection of the PROJECT that otherwise would be payable by FCOG, or by AUTHORITY, COUNTY, or the awarded construction contractor, with regard to the PROJECT."

3.3. Section II "PARTICIPATING LOCAL AGENCIES' RESPONSIBILITIES"), Paragraph 9 of the 2014 Agreement is hereby amended to state as follows:

"9. Each of the PARTICIPATING LOCAL AGENCIES shall provide appropriate access to the awarded construction contractor for performance of the necessary work within that agency's respective area of jurisdiction. It is understood that, if changes become necessary during construction of a portion of the PROJECT within the jurisdiction of one of the PARTICIPATING LOCAL AGENCIES, such changes shall be approved in advance by that agency's Director of Public Works or his/her designee. Such approval shall be given within a reasonable time, which shall in no event be more than two weeks, following notification to that agency of the proposed change."

3.4. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 3 of the 2014 Agreement is hereby amended to state as follows:

"3. Upon completion of the design phase of the PROJECT, satisfactory to the PDT, AUTHORITY shall direct COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, to proceed to advertise and conduct the bidding and award of the PROJECT."

3.5. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 4 of the 2014 Agreement is hereby amended to state as follows:

"4. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, shall provide for construction engineering services, including but not limited to the furnishing of all necessary field engineering, construction observation and performance testing, either with COUNTY'S own forces or pursuant to its separate agreement with the construction contractor, as part of COUNTY'S administrative oversight of the contract construction work for the PROJECT."

3.6. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 5 of the 2014 Agreement is hereby amended to state as follows:

"5. AUTHORITY'S Executive Director shall consult with the PDT to obtain any relevant information and shall provide to COUNTY prior to award such input as may be appropriate in connection with the review process for bidding and award of the construction contract."

3.7. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 6 of the 2014 Agreement is hereby amended to state as follows:

"6.A. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, shall advertise and conduct a competitively bid selection process to obtain the services of a prime contractor (hereinafter "Construction Contractor") for construction of the PROJECT improvements, pursuant to separate contract between COUNTY and the Construction Contractor.

6.B. It is understood and expressly agreed between the Parties that, in the event the final bid cost for the entire PROJECT, based on inclusion of the apparent low bid received for the construction, would exceed available Measure "C" committed funding, the AUTHORITY shall direct the COUNTY to postpone awarding the construction contract until the PARTICIPATING LOCAL AGENCIES identify additional adjustments to their respective PRO RATA SHARES (or reductions in the overall PROJECT Scope), or commit their own additional funding, from alternative sources, to make up the shortfall."

3.8. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 7 of the 2014 Agreement is hereby amended to state as follows:

"7.A It currently is anticipated that construction of the Project will proceed in two phases. Phase 1 will involve construction of Project facilities that do not intersect with or otherwise involve any facilities owned and operated by the Union Pacific Railroad, while Phase 2 will involve construction of Project facilities that will impact facilities owned and operated by the Union Pacific Railroad. As of the date of this Amendment No. 1, the currently anticipated cost of construction, based on estimates provided by the design consultant retained by FCOG pursuant to Section I of the original 2014 Agreement, is \$33,318,000 for Phase 1 construction, while the currently anticipated cost of Phase 2 construction is estimated to be \$21,206,000, for a total estimated construction cost of \$54,524,000

7. B. The cumulative amount of all costs to the AUTHORITY for PROJECT-related expenditures of any kind or nature relating to the design and construction of the PROJECT, including but not limited to expenses incurred in connection with payment and reimbursement to COUNTY pursuant to its respective contracts with AUTHORITY and the Construction Contractor, and reimbursement to the PARTICIPATING LOCAL AGENCIES of their PROJECT design costs as provided in Section IV below, shall not exceed the amount allocated to the PROJECT in the adopted Measure "C" Regional Transportation Program Tier 1 list as approved by the FCOG and AUTHORITY and as may be subsequently be modified as part of the biennial update of the Expenditure Plan."

3.9. Section III ("AUTHORITY RESPONSIBILITIES"), Paragraph 8 of the 2014 Agreement is hereby amended to state as follows:

"8. COUNTY, in its capacity as the Responsible Agency under the 2022 Authority-County Agreement, shall contractually require the Construction Contractor to provide insurance coverage in accordance with the plans and specifications of the PROJECT, in amounts commensurate with the PROJECT scope for each type of policy required, and to provide for the listing of each of the PARTICIPATING LOCAL AGENCIES as an additional insured

in the Construction Contractor's commercial general liability insurance policy with respect to all PROJECT-related operations."

4. Consistent with the provisions of Section 2 of this Amendment No. 1, it is the intent of the Parties hereto that all other provisions set forth in the original 2014 Agreement that are neither in conflict with nor expressly modified by the provisions of this Amendment No. 1 shall remain in full force and effect.

5. This Amendment No. 1 may be executed in one or more counterparts, each of which when executed will be deemed to constitute one and the same instrument and agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first hereinabove written.

FRESNO COUNTY TRANSPORTATION AUTHORITY

By _____

ERNEST BUDDY MENDES, Chairman

APPROVED AS TO LEGAL FORM:

By _____

MICHAEL E. ROWE, Principal Deputy County Counsel/
Legal Counsel for Fresno County Transportation Authority

APPROVED AS TO ACCOUNTING FORM

OSCAR J. GARCIA, CPA,
Fresno County Auditor-Controller/Treasurer-Tax Collector

By: _____

CITY OF FOWLER

By _____
WILMA TUCKER, City Manager

APPROVED AS TO LEGAL FORM:

Legal Counsel for CITY OF FOWLER

ATTEST

By _____ By _____
Scott G. Cross, City Attorney Angela Vasquez, Deputy City Clerk

CITY OF SELMA

By _____
FERNANDO SANTILLAN, City Manager

APPROVED AS TO LEGAL FORM:

Legal Counsel for CITY OF SELMA

ATTEST

By _____ By _____
Mary Lerner, City Attorney Reyna Rivera, City Clerk

CITY OF KINGSBURG

By _____
ALEXANDER HENDERSON, City Manager

APPROVED AS TO LEGAL FORM:

Legal Counsel for CITY OF KINGSBURG

ATTEST

By _____ By _____
Michael Noland, City Attorney Abigail Palsgaard, City Clerk

COUNTY OF FRESNO

By _____
Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

APPROVED AS TO LEGAL FORM:

ATTEST

By _____
Alison H. Samarin, Deputy County
Counsel/Legal Counsel for County of
Fresno

By _____
Bernice E. Seidel, Clerk of the Board of
Supervisors, County of Fresno, State of
California

FRESNO COUNCIL OF GOVERNMENTS

By _____
Tony Boren, Executive Director

APPROVED AS TO LEGAL FORM:

By _____
Bryan D. Rome, Deputy County Counsel/
Legal Counsel for Fresno COG



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Diii

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM MATTHEW M. LEAR, Deputy City Attorney

SUBJECT

APPROVE Resolution No. 2597, a resolution to annex the Tracts into the City's LSDMFD No. 1, if the tabulation of the assessment ballots does not result in a majority protest.

RECOMMENDATION

Staff recommend that the City Council:

- Conduct public hearing on annexation of Tracts 5952, 6188, and 6274 (the "Tracts") into the City's Landscape and Storm Drainage Facilities Maintenance District No. 1 ("LSDMFD No. 1").
- Direct the City Clerk to open and tabulate the assessment ballots submitted regarding the annexation of the Tracts into the City's LSDMFD No. 1, after the close of the public hearing.
- APPROVE Resolution No. 2597, a resolution to annex the Tracts into the City's LSDMFD No. 1, if the tabulation of the assessment ballots does not result in a majority protest.

BACKGROUND

The City provides for the operations and maintenance of landscaping and storm drainage facilities within various improved developments throughout the City of Fowler. The City's LSDFMD No. 1, was formed pursuant to the Landscaping and Lighting Act of 1972 ("Act"), which provides for assessing parcels within these developed areas to fund these maintenance and operations activities.

The Act allows for newly developed properties to be annexed into an existing landscape and maintenance district. (Streets and Highways Code § 22605, subd. (a).) In accordance with the

conditions for approval for the Tracts, these subdivisions must be annexed into the City's LSDFMD No. 1.

On July 5, 2022, the City adopted Resolution No. 2575, to initiate proceedings for the annexation. Following the initiation of proceeding for the annexation, the City Council adopted Resolution No. 2576, which declared the City's intent to order the annexation of the Tracts into the City's LSDFMD No. 1, approved the Engineer's Report (on file with the City Clerk), and set a public hearing on the annexation for September 6, 2022.

In accordance with Government Code section 53753, subdivision (c), the City Engineer sent public hearing notices and ballots to each of the landowners who has a recorded interest in the parcels within the Tracts, at least 45 days prior to the noticed public hearing. The notices informed the interested property owners of the public hearing set for September 6, 2022, regarding approval of the annexation of the Tracts, and provided each of the property owners with a ballot and how to return it to the City for consideration. On September 6, 2022, the City continued the public hearing to September 20, 2022, by posting a Notice of Continuance in accordance with Government Code section 54955.1.

The public hearing will allow for any interested parties to present written or oral testimony regarding the proposed annexation for the Council's consideration. The City Clerk may receive assessment ballots from property owners up until the close of the public hearing. At the conclusion of the public hearing, the City Council will then direct the City Clerk to open each of the assessment ballots received and tabulate the results. A majority protest exists if the ballots submitted in opposition to the proposed annexation exceed the ballots submitted in favor of the annexation, weighting those ballots by the number of parcels owned by each property owner. (Gov. Code § 53753, subd. (e)(4).) If no majority protest exists, the Council is authorized to adopt the attached resolution approving the annexation of the Tracts.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

If the territory is approved to be annexed, each parcel in the annexed Tracts will be annually assessed, beginning in fiscal year 2023-2024, and the revenue from the assessments will help pay the annual maintenance costs associated with the new improvements. Further details of the actual costs are available within the Engineer's Report on file with the City Clerk.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

- Resolution No. 2597 (Approving the Annexation of Tracts 5952, 6188, and 6274 into LSDMFD No. 1)

RESOLUTION NO. 2597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING THE ANNEXATION OF TRACT 5952, TRACT 6188, AND TRACT 6274 INTO THE CITY OF FOWLER'S LANDSCAPING AND STORM DRAINAGE FACILITIES MAINTENANCE DISTRICT NO. 1.

WHEREAS, the City Council has adopted Resolution No. 2575, on July 5, 2022, initiating proceedings for the annexation of Tracts 5952, 6188, and 6274 (hereinafter collectively referred to as "Tracts"), and ordering the City Engineer to prepare an Engineer's Report for the properties to be annexed into the City's Landscaping and Storm Drainage Facilities Maintenance District No. 1 ("LSDFMD No. 1") of the City of Fowler, County of Fresno, pursuant to the Landscaping and Lighting Act of 1972 (the "Act");

WHEREAS, the City Council did thereafter designate and order the City Engineer, to prepare an Engineer's Report regarding the annexation of the Tracts into LSDFMD No. 1, and the assessments to be levied within the Tracts each fiscal year. The Engineer's Report was filed with the City Clerk and has been considered and approved by the City Council, which is incorporated herein;

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to California Streets and Highways Code section 22587, which fixes and gives notice, pursuant to Streets and Highways Code section 22588, of the time and place of a public hearing on said annexation;

WHEREAS, the City Council adopted Resolution No. 2576, on July 5, 2022, approving the Engineer's Report, setting the public hearing on the annexation for September 6, 2022, and declaring the City's intent to order the annexation of the Tracts into the City's LSDFMD No. 1;

WHEREAS, notice of the hearing and ballots were duly sent to all property owners with a recorded interest in Tracts in accordance with Government Code section 53753, subdivision (c). The noticed public hearing on September 6, 2022, was duly continued to September 20, 2022, and notice of the continuance was provided in accordance with applicable law;

WHEREAS, the City Clerk has received all ballots submitted by the property owners with a recorded interest in the Tracts, and opened and tabulated each of the received ballots after the close of the public hearing; and

WHEREAS, upon tabulation of the received assessment ballots, no majority protest exists.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fowler hereby finds and resolves as follows:

1. The territories described as Tract 5952, Tract 6188, and Tract 6274, whose boundaries are set forth in Exhibit C of the Engineer's Report dated June 15, 2022 (incorporated by

reference herein), as amended and on file with the City Clerk of the City of Fowler, will be the territories benefitted by the maintenance and servicing of the improvements described in said Engineer's Report.

2. The Engineer's Report and the assessment of the estimated costs of improvements contained therein, and each and every part of said report, as amended, is adopted and approved.
3. The annexations are in compliance with Part 2, Division 15 of the Streets and Highways Code, and any assessments will be levied without regard to property valuation. These annexed properties will be added to the annual assessment starting fiscal year 2023-2024.
4. The public hearing on the said annexations of Tracts 5952, 6188, and 6274 was held in accordance with the Act, and all persons filing protests or requesting to speak were heard.
5. The City Council hereby confirms the diagrams and assessments provided within the Engineer's Report dated June 15, 2022, on file with the City Clerk. These boundaries will be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.
6. The City Council hereby orders that Tracts 5952, 6188, and 6274 be annexed into the City of Fowler's Landscaping and Storm Drainage Facilities Maintenance District No. 1.

THE FOREGOING RESOLUTION of the City Council of the City of Fowler was duly and regularly introduced, passed and adopted at a special meeting of the City Council on the 20th day of September 2022, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Mark Rodriguez, Mayor Pro-Tem

ATTEST:

Angela Vasquez, Deputy City Clerk

J:\wdocs\00250\188\RES\00995188.DOCX



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 8-Div

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM DAVID PETERS, City Engineer

SUBJECT

APPROVE Resolution No. 2598 adopting revised Standard Plan M-12A and M-12B pertaining to ADA design standards for trash enclosures.

RECOMMENDATION

Staff recommends approving Resolution No. 2598 adopting revised Standard Plan M-12A and M-12B pertaining to ADA design standards for trash enclosures.

BACKGROUND

The Fowler City Council previously approved improvement standards for various public infrastructure facilities related to streets, water and sewer systems, etc. Occasionally these standards require modifications to comply with state and federal law. Standard Plan M-12A and M-12B, Trash Enclosure are proposed to replace existing Standard Plan M-12 to comply with American with Disability Act ("ADA") design standards. A copy of the proposed revised standard plans are attached to this report.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

There is not a fiscal impact to the City since the changes are negligible from a cost perspective and the majority of new trash enclosures are installed at developer's expense.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments

- Resolution No. 2598
- Revised Standard Plan M-12A and M-12B

RESOLUTION NO. 2598

**A RESOLUTION ADOPTING REVISED PUBLIC WORKS DESIGN STANDARDS
FOR THE DESIGN OF PUBLIC INFRASTRUCTURE FACILITIES**

WHEREAS, the City of Fowler has previously utilized and adopted improvement standards for construction of public infrastructure facilities; and

WHEREAS, periodic revisions to the improvement standards are necessary to ensure proper design, construction and function of streets, sanitary sewer and stormwater infrastructure and other miscellaneous facilities; and

WHEREAS, existing standard plan M-12 was revised by standard plans M-12A and M-12B (revised September 7, 2022) to reflect Americans with Disability Act (“ADA”) design standards.

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

1. Effective immediately, revised Standard Plan M-12A and M-12B (dated September 7, 2022) are hereby adopted for inclusion in the City Improvement Standards and replaces all previous versions of standard plan M-12.

The foregoing resolution of the City of Fowler was duly and regularly adopted by the City Council of the City of Fowler at a regular meeting held on September 20, 2022, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

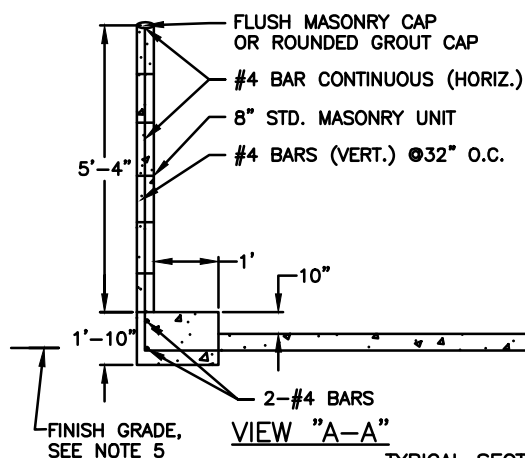
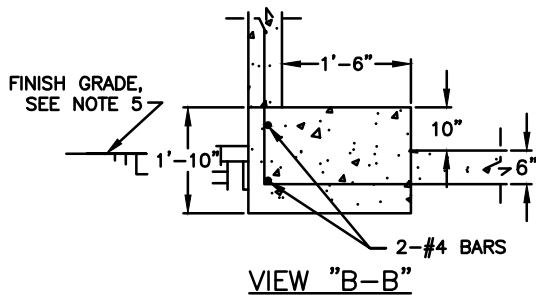
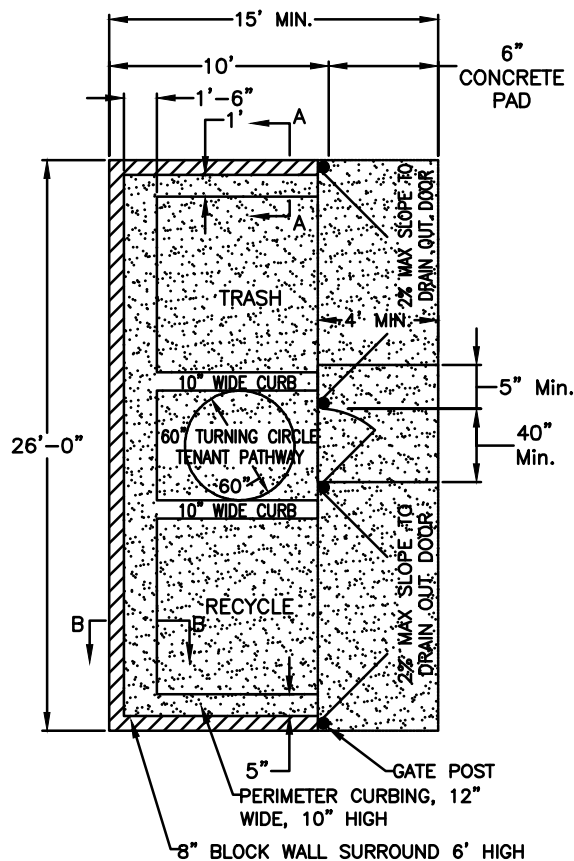
APPROVED:

Mark Rodriguez, Mayor Pro-Tem

ATTEST:

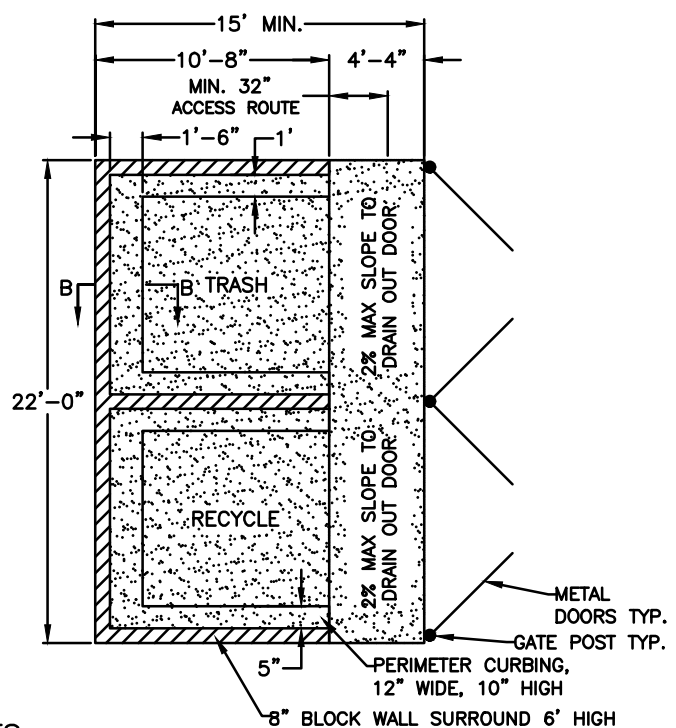
Angela Vasquez, Deputy City Clerk

EXHIBIT "B"
MODIFIED TRASH/RECYCLING ENCLOSURE



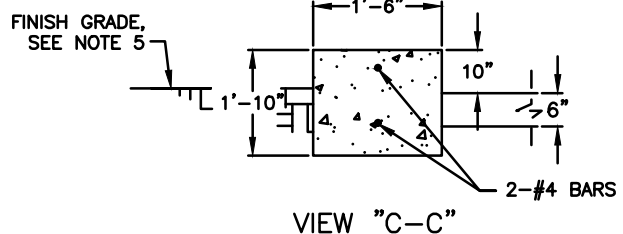
TYPICAL SECTION W/ CONCRETE BLOCK WALL

EXHIBIT "A"
MODIFIED TRASH/RECYCLING ENCLOSURE



NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE FOWLER MUNICIPAL CODE.
2. GROUT ALL CELLS.
3. ALL MASONRY UNITS SHALL COMPLY WITH THE LATEST ADOPTED CALIFORNIA BUILDING CODE AND U.B.C. STANDARD 24-4 GRADE N.
4. ALL MASONRY WALLS SHALL BE INSPECTED BY THE CITY OF FOWLER DEVELOPMENT DEPARTMENT.
5. DEPTH OF FOOTINGS ARE INTO NATURAL UNDISTURBED SOIL OR TESTED AND APPROVED COMPACTED FILL.
6. ALL MASONRY UNITS SHALL BE MINIMUM F'M=1500 PSI.
7. REINFORCING STEEL SHALL BE DEFORMED BAR, MIN. GRADE 40.
8. FOOTING CONCRETE SHALL BE A MINIMUM 2000 PSI AT 28 DAYS.
9. MORTAR SHALL BE TYPE-S (MINIMUM 1800 PSI AT 28 DAYS).
ONE (1) PART CEMENT, TYPE-1
ONE-HALF (1/2) PART LIME PUTTY OR HYDRATED LIME.
FOUR AND ONE-HALF (4 1/2) PARTS SAND (MAXIMUM).
10. GROUT SHALL BE A MINIMUM 2000 PSI AT 28 DAYS.
ONE (1) PART CEMENT.
THREE (3) PARTS SAND.
TWO (2) PARTS PEA GRAVEL.
11. FINISH PAD ELEVATION TO BE FLUSH WITH GRADE AT ACCESS PAVEMENT.
12. ANY GATE HINGES SHOULD BE LOCATED ON THE OUTSIDE.
13. METAL DOORS ARE REQUIRED ON ALL ENCLOSURES, CHAIN LINK IS NOT ACCEPTABLE.
14. 8" CONCRETE BLOCK TO BE USED FOR WALLS.
15. GATE HARDWARE SHALL COMPLY WITH 11-13 404.2.7 OF CBC 2016

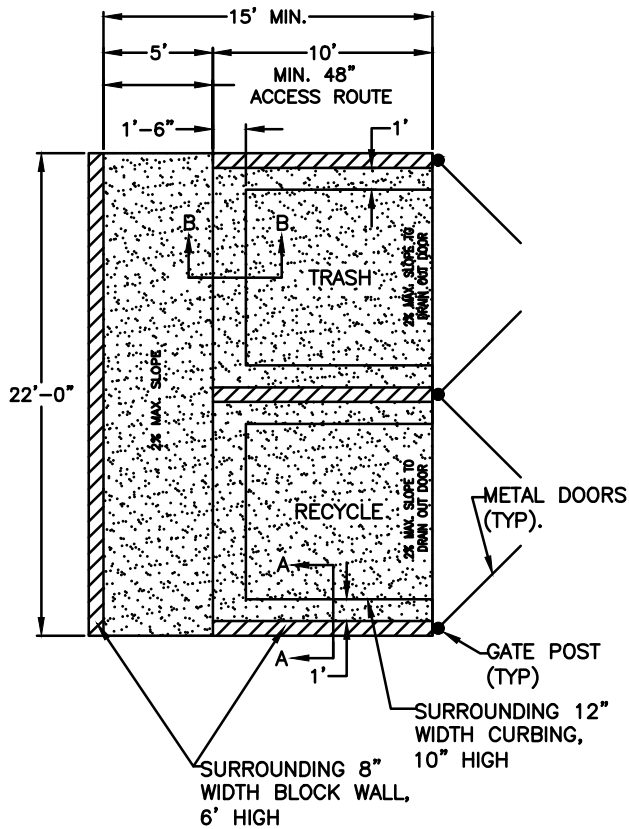


REVISIONS	
SEP 2022	

CITY OF FOWLER
TYPICAL REFUSE CONTAINER
ENCLOSURE DETAILS - EXHIBITS A & B

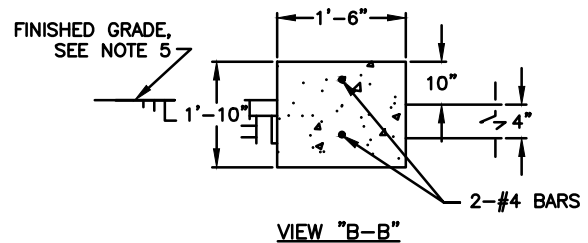
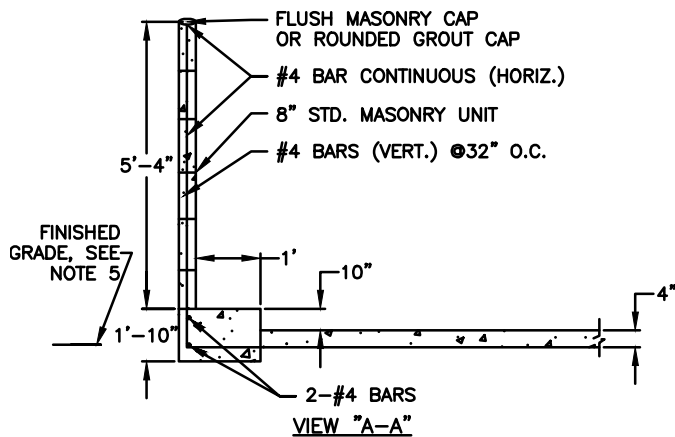
STD
No.
M-12A

EXHIBIT "C"
MULTI-FAMILY TRASH/RECYCLING ENCLOSURE



NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH THE FOWLER MUNICIPAL CODE.
2. GROUT ALL CELLS.
3. ALL MASONRY UNITS SHALL COMPLY WITH THE LATEST ADOPTED CALIFORNIA BUILDING CODE AND U.B.C. STANDARD 24-4 GRADE N.
4. ALL MASONRY WALLS SHALL BE INSPECTED BY THE CITY OF FOWLER DEVELOPMENT DEPARTMENT.
5. DEPTH OF FOOTINGS ARE INTO NATURAL UNDISTURBED SOIL OR TESTED AND APPROVED COMPACTED FILL.
6. ALL MASONRY UNITS SHALL BE MINIMUM F'M=1500 PSI.
7. REINFORCING STEEL SHALL BE DEFORMED BAR, MIN. GRADE 40.
8. FOOTING CONCRETE SHALL BE A MINIMUM 2000 PSI AT 28 DAYS.
9. MORTAR SHALL BE TYPE-S (MINIMUM 1800 PSI AT 28 DAYS).
ONE (1) PART CEMENT, TYPE-1
ONE-HALF (1/2) PART LIME PUTTY OR HYDRATED LIME.
FOUR AND ONE-HALF (4 1/2) PARTS SAND (MAXIMUM).
10. GROUT SHALL BE A MINIMUM 2000 PSI AT 28 DAYS.
ONE (1) PART CEMENT.
THREE (3) PARTS SAND.
TWO (2) PARTS PEA GRAVEL.
11. FINISH PAD ELEVATION TO BE FLUSH WITH GRADE AT ACCESS PAVEMENT.
12. ANY GATE HINGES SHOULD BE LOCATED ON THE OUTSIDE.
13. METAL DOORS ARE REQUIRED ON ALL ENCLOSURES, CHAIN LINK IS NOT ACCEPTABLE.
14. 8" CONCRETE BLOCK TO BE USED FOR WALLS.
15. GATE HARDWARE SHALL COMPLY WITH 11-13 404.2.7 OF CBC 2016



TYPICAL SECTION W/ CONCRETE BLOCK WALL

REVISIONS		CITY OF FOWLER	STD No.
SEP 2022			
		TYPICAL REFUSE CONTAINER ENCLOSURE DETAILS – EXHIBITS C	M-12B



CITY COUNCIL OF THE CITY OF FOWLER

ITEM NO: 9-A

REPORT TO THE CITY COUNCIL

September 20, 2022

FROM: Scott Cross, City Attorney

SUBJECT

Discuss and Provide Direction on Potential Fire Academy Training Grant/Reimbursement Program

RECOMMENDATION

For the City Council to discuss and provide City Staff direction on a potential grant or reimbursement program to pay for Fire Academy Training Program expenses.

BACKGROUND

At the last City Council meeting on August 16, 2022, Council requested that a discussion item be presented along with potential criteria for a potential program for the City to make funds available to cover Fire Academy Training costs for former Fowler Fire Department volunteer firefighters.

Staff is seeking direction from the Council as to whether and how much funding Council may wish to make available, and whether such funding will be provided on a grant/scholarship basis or reimbursement basis. Additionally, if Council wishes to establish a program to cover some or all of the Fire Academy Training costs, criteria and program guidelines may also be established.

Some examples of criteria or guidelines could be as follows:

- Must be a resident of the City; reside within the City's sphere of influence; or be a Fowler High School graduate;
- Minimum amount of time as volunteer (1 year; 3 years; etc.);
- Have been a current volunteer as of 6/30/22;
- Must have returned all City-owned fire equipment;

- Enroll and complete basic fire academy training course at either Fresno City College or College of the Sequoias by a certain time (deadline) and provide proof of certificate or satisfactory completion to the City;
- Grant or reimbursement up to some specific dollar amount, perhaps based on the cost of the applicable training course completed.

No action is required at this time, only direction about whether such a program is desired, and if so, the amount of funding and criteria/guidelines for implementing the program. If direction is given to proceed with establishing a program, staff will return at a future meeting with a budget amendment resolution to allocate the desired funding and a resolution approving the program and applicable criteria/guidelines.

ENVIRONMENTAL REVIEW

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

FISCAL IMPACT

No fiscal impact unless a City grant or reimbursement program is approved.

CONFLICT OF INTEREST

Staff is not aware of any conflicts of interest.

Attachments:

None