

**FRESNO COUNTY FIRE PROTECTION DISTRICT**

Board of Directors – Regular Meeting  
June 19, 2024 – 6:00 p.m.  
Mid Valley Regional Fire Training Center  
9594 E. American Ave.  
Del Rey, California

**MINUTES**

MEMBERS PRESENT: Arabian, Richter, Mendes, Chavez, Bulla, and Mather via Teams

MEMBERS ABSENT: Diener

STAFF: Hail, Chrisman, Castaneda, Wild, and Michaels

LEGAL COUNSEL: Ross

GUESTS:

**ROLL CALL**

Vice President Richter requested a roll call from the Clerk of the Board. There were seven (6) members present. Legal Counsel Ross advised Director Mather he would not be able to vote during the meeting since he was attending the meeting virtually without an approved excuse for attending virtually.

**PLEDGE OF ALLEGIANCE**

President Arabian called the meeting to order at 6:00 pm and Vice President Richter opened with the Pledge of Allegiance.

**INTRODUCTIONS/PRESENTATIONS**

Chief Hail introduced the new PIO Captain Jake Wild.

**CHANGES/CONFIRMATION OF AGENDA**

None

**Agenda Item 1 - PUBLIC COMMENTARY**

None

**CONSENT AGENDA (Items 2-7)**

UPON MOTION BY DIRECTOR CHAVEZ, SECOND BY DIRECTOR BULLA AND CARRIED BY UNANIMOUS VOTE (5-0), TO APPROVE CONSENT AGENDA ITEMS NUMBERS 2-7.

No Public Comment.

## **OLD BUSINESS**

### **Agenda Item 8 – Solar Project Analysis Update**

AO Chrisman gave a presentation on the financial analysis of the Solar Project.

## **NEW BUSINESS**

### **Agenda Item 9 – Preliminary Budget for FY 24/25**

UPON MOTION BY VICE PRESIDENT RICHTER, SECOND BY SECRETARY MENDES CARRIED BY UNANIMOUS VOTE (5-0), TO APPROVE THE PRELIMINARY BUDGET FOR FY 24/25

No Public Comment.

### **Agenda Item 10 – Resolution 2024-03, Appropriation of Zone A CSA #44 funds to the construction of Fire Station 72**

UPON MOTION BY VICE PRESIDENT RICHTER, SECOND BY DIRECTOR CHAVEZ CARRIED BY UNANIMOUS VOTE (5-0), TO APPROVE RESOLUTION 2024-03, APPROPRIATION OF ZONE A CSA #44 FUNDS TO THE CONSTRUCTION OF FIRE STATION 72.

No Public Comment.

### **Agenda Item 11 – Resolution 2024-04, Appropriation of CFD 2010-01, Zone 1A funds to the construction of Fire Station 72**

UPON MOTION BY DIRECTOR CHAVEZ, SECOND BY SECRETARY MENDES CARRIED BY UNANIMOUS VOTE (5-0), TO APPROVE RESOLUTION 2024-04, APPROPRIATION OF CFD OF 2010-01, ZONE 1A FUNDS TO THE CONSTRUCTION OF FIRE STATION 72.

No Public Comment.

### **Agenda Item 12 – Board Member Agenda Requests/Reports**

None.

### **Agenda Item 13 – Staff Reports**

1. Chief Hail discussed the issue they encountered with connecting with the sewer line at new Station 72. He stated they are working on resolving the issue and everything is still on track.
2. Chief Hail stated we are at peak staffing on the CAL FIRE side. He also mentioned all aircraft are on base.
3. Chief Hail mentioned we are trying to build up our social media presence and put out information as soon as we can so the community can get the correct information from us.
4. AC Michaels stated the first two Fresno City College interns started this week. He stated they are in a training phase to make sure they have the skills they need, and that all policies and procedures are covered. He mentioned they are getting good feedback from stations.
5. AC Michaels mentioned the ROP interns started this week. One is at the Shop, one is at Headquarters, and the other one is at Protection and Planning.
6. AC Michaels gave an update on the hiring for the Emergency Command Center.
7. Chief Hail discussed this year's Champ Camp event.
8. AC Michaels gave an update on the SCBAs. He stated the SCBA liability waiver has been signed and the SCBAs have been handed over to Wonder Valley Resort. They are now just waiting on Valley ROP to sign their paperwork.

### **Agenda Item 14 – Legal Counsel Reports**

None

### **Closed Session**

**None**

### **Agenda Item 15 – Report Upon Return from Closed Session**

No Reportable Action

UPON MOTION BY DIRECTOR CHAVEZ, SECOND BY PRESIDENT ARABIAN AND CARRIED BY UNANIMOUS VOTE (-0) IN FAVOR, TO ADJOURN THE MEETING.

**ADJOURNMENT** – The meeting was adjourned at 7:29 p.m.

The next Regular Board meeting will be held on July 17, 2024.

**Fresno County Fire Protection District**

**Unpaid Bills**

**July 2024**

<b>Vendor</b>	<b>Date</b>	<b>Invoice Number</b>	<b>Memo</b>	<b>Amount</b>
<b>A T &amp; T - 5014</b>	6/16/24	317198782	Internet, ECC	\$203.30
<b>A T &amp; T - CalNet</b>	6/13/24	9391062052	Telephone Service, Stn. 89	\$61.96
	6/13/24	9391062054	Telephone Service, Stn. 86	\$60.96
	6/13/24	9391062057	Telephone Service, Stn. 74	\$29.31
	6/13/24	9391062059	Telephone Service, Stn. 87	\$79.01
	6/13/24	9391062060	Telephone Service, Stn. 71	-\$22.41
	6/13/24	9391062061	Telephone Service, Stn. 96	\$87.03
	6/13/24	9391062062	Telephone Service, Stn. 90	\$56.69
	6/13/24	9391062064	Telephone Service, Stn. 90	\$33.28
	6/13/24	9391062065	Telephone Service, Stn. 82 / Shop	\$149.59
	6/13/24	9391062066	Telephone Service, Stn. 83	\$60.84
	6/13/24	9391062067	Telephone Service, Stn. 94	\$61.36
	6/13/24	9391064783	Telephone Service, ECC	\$143.53
	6/15/24	9391062068	Telephone Service, Stn. 93	\$61.07
	6/30/24	9391062058	Telephone Service, Stn. 85	\$69.70
<b>A T &amp; T Mobility - FirstNet</b>	6/30/24	287309216562	Cellular Service	\$2,542.90
<b>Bakman Water Company Inc.</b>	7/1/24	6800100	Fire Hydrants 7/1/24 - 8/31/24	\$2,320.25
<b>Bauer Compressors Inc.</b>	6/20/24	277001	SCBA Parts / Equipment	\$5,182.80
<b>BCT Consulting, Inc.</b>	7/1/24	2059-07012024-40	Telephone Service, Protection/Planning	\$283.73
<b>CalNeva Broadband LLC</b>	7/1/24	7046	Internet Service, Stn. 93	\$95.91
<b>Caruthers Community Service District</b>	7/1/24	M1401220	Water Service, Stn. 90	\$92.00
<b>Central State Inc.</b>	6/10/24	A-61967	Toilet Rental, Stn. 75	\$42.80
	7/2/24	A-62120	Toilet Rental, Stn. 75	\$42.80
<b>City Of Fresno Utilities</b>	6/10/24	061024	Water Service, Stn. 87	\$281.73
<b>City Of Mendota</b>	7/8/24	070824	Utilities, Stn. 96	\$513.32
<b>Coalinga Hardware</b>	6/28/24	826919	Station Maintenance, Stn. 93 / 94	\$112.49
<b>Comcast - 37601</b>	4/1/24	197528342	Internet Service, March	\$1,233.26
	5/1/24	199942620	Internet Service, April	\$1,233.26
	6/1/24	202460240	Internet Service, May	\$1,233.26
<b>Cook's Communications Corp.</b>	6/19/24	63053	New Command Channel Repeaters for Joaquin Ridge	\$24,692.87
	6/19/24	63051	New Command Channel Repeaters for Bear Mountain & Meadow Lakes	\$44,999.95
	6/19/24	63054	New Command Channel Repeaters for Meadow Lakes	\$5,844.01
	6/19/24	63052	New Command Channel Repeaters for Panoche Mtn.	\$24,716.87
	6/30/24	157487	Repeater Sites	\$2,357.44
<b>County of Fresno Dept. of Public Health</b>	7/6/24	308655	CUPA / AST Permit Fees, Stn. 89	\$192.00
	7/7/24	309084	CUPA / AST Permit Fees, Stn. 90	\$192.00
	7/7/24	308851	CUPA / AST Permit Fees, Stn. 82	\$609.00

Vendor	Date	Invoice Number	Memo	Amount
	7/7/24	308998	CUPA / AST Permit Fees, Stn. 83	\$192.00
	7/7/24	308999	CUPA / AST Permit Fees, Stn. 85	\$192.00
	7/7/24	309000	CUPA / AST Permit Fees, Stn. 86	\$192.00
	7/7/24	308827	CUPA / AST Permit Fees, Stn. 93	\$192.00
	7/7/24	308830	CUPA / AST Permit Fees, Stn. 95	\$192.00
<b>County of Fresno Employee Benefits</b>	7/1/24	070124	Billing Period August 2024	\$12,672.33
<b>County of Fresno IT Services Department</b>	6/24/24	1435	IT Charges - May	\$275.00
<b>Culligan Water</b>	6/30/24	063024	Monthly Service, Stn. 82 & Shop	\$181.00
<b>Daniel Cheney</b>	7/1/24	62424	Protection / Planning Office Lease, July	\$1,300.00
<b>Delray Tire &amp; Retreading, Inc.</b>	6/17/24	500147868	Tires, Shop Stock	\$16,793.98
<b>Diamondback Fire &amp; Rescue Inc.</b>	6/26/24	26367	PFDs / Helmets	\$7,576.26
<b>Failsafe Testing</b>	6/18/24	13578	Annual Aerial Ladder Testing	\$3,936.93
<b>FAIRA - Fire Agencies Insurance Risk Auth</b>	7/1/24	PREM 2025-29	2024-2025 Annual Premium, Liability Insurance	\$515,567.00
<b>FasTrak</b>	6/25/24	I712416533822	Bridge Toll Fee	\$7.00
	7/1/24	T712407227950	Bridge Toll Fee	\$12.00
<b>Fire Apparatus Solutions</b>	6/25/24	01P1404	Parts, WT 82	\$8,799.71
<b>Fire Risk Management Services</b>	7/5/24	FRMS00161	Workers Compensation Annual Policy 2024-2025	\$55,026.00
<b>Fire Safety Solutions Inc.</b>	6/30/24	FCF-6-2024 070224	Fire Protection Engineering Services, June 2024	\$10,020.00
<b>Fresno Fence Connection</b>	6/11/24	111	Fence Installation, Stn. 94	\$26,925.00
<b>Frontier Communications</b>	6/19/24	5597873067	Telephone Service, Stn. 77	\$158.68
	6/22/24	5596985500	Telephone Service, Stn. 95	\$333.60
	6/23/24	5598753705	Internet, Protection Planning	\$183.36
<b>GeoSpatial Technologies, Inc.</b>	7/1/24	18870	Annual Maintenance, GST AVL Software, 7/1/24 - 6/30/25	\$14,270.00
<b>Guy's Carpet, Inc.</b>	5/9/24	5120	Carpet Installation, Stn. 87	\$4,390.50
	6/20/24	5171	Flooring Installation, Stn. 94	\$4,201.60
<b>Industrial Waste &amp; Salvage Corp.</b>	7/1/24	1004551	Waste Disposal, Stn. 89	\$176.74
<b>Kronos Incorporated</b>	6/28/24	12264406	TeleStaff IVR / Voxeo Service	\$151.66
<b>Kronos SaaS, Inc.</b>	6/30/24	12269466	Workforce Ready Time Keeping/Accruals	\$1,396.75
<b>L N Curtis</b>	4/17/24	814022	District PPE	\$32,490.29
	5/23/24	827215	District PPE	\$33,378.58
	6/24/24	864642	District PPE	\$50,230.95
	6/24/24	887500	District PPE	\$51,600.88
<b>Law Offices of William Ross</b>	6/30/24	11871	District Legal Fees - General	\$5,288.16
<b>Liebert Cassidy Whitmore</b>	5/31/24	268817	District Legal Fees, General	\$5,438.55
	5/31/24	268839	District Legal Fees, General	\$378.00
<b>Mid Valley Disposal, LLC</b>	7/1/24	2976953	Waste Disposal, Stn. 82, 83, 84 / HQ	\$1,363.98
	7/1/24	2975719	Waste Disposal, Stn. 94	\$144.60
	7/1/24	2976180	Waste Disposal, Stn. 95	\$158.51
	7/1/24	2976674	Waste Disposal, Stn. 90	\$158.51
<b>MM Construction</b>	6/27/24	234	Lean-to Addition, Parking Garage	\$24,850.00
<b>Molina, Raul</b>	7/1/24	070124	Protection/Planning Janitorial, July	\$225.00

Vendor	Date	Invoice Number	Memo	Amount
O.S.T. System Designs, Inc.	6/10/24	61024	Station 72 Project	\$8,500.00
PCF Payroll	6/21/24	62124	WP 142 (5/1/24 - 5/31/24)	\$1,345.06
P G & E	7/8/24	6293452033-9	Utilities	\$20,119.01
PK Safety Supply	6/6/24	489712	TIC Charger Adapter	\$188.96
Ponderosa Telephone Corp.	7/1/24	5598553861	Telephone Service, Stn. 75	\$55.87
Republic Services #917	6/26/24	0917-001905111	Waste Disposal, Stn. 85	\$115.86
Robert V. Jensen, Inc.	6/4/24	557914	Fuel Expense, Stn. 74	\$750.56
	6/10/24	558102	fuel Expense, Stn. 89	\$3,029.95
	6/12/24	40494F	Fuel Expense, Stn. 82 / Shop	\$1,947.94
	6/12/24	40495F	Fuel Expense, Stn. 82 / Shop	\$5,239.79
	6/12/24	558267	Fuel Expense, Stn. 83	\$1,318.40
	6/13/24	558201	Fuel Expense, Stn. 71	\$1,328.13
	6/13/24	558300	Fuel Expense, Stn. 72	\$932.39
	6/13/24	558301	Fuel Expense, Stn. 72	\$1,278.79
	6/16/24	CL15178	Fuel Expense	\$257.32
	6/17/24	558401	Fuel Expense, Stn. 90	\$2,167.11
	6/17/24	558405	Fuel Expense, Stn. 94	\$704.33
	6/18/24	558473	Fuel Expense, Stn. 96	\$1,498.63
	6/20/24	558568	Fuel Expense, Stn. 82 / Shop	\$1,236.90
	6/20/24	558569	Fuel Expense, Stn. 82 / Shop	\$3,000.58
	6/20/24	558572	Fuel Expense, Stn. 86	\$1,167.18
	6/20/24	558573	Fuel Expense, Stn. 85	\$953.97
	6/24/24	558708	Fuel Expense, Stn. 95	\$1,510.39
	6/25/24	558770	Fuel Expense, Stn. 82 / Shop	\$1,680.34
	6/25/24	558771	Fuel Expense, Stn. 82 / Shop	\$2,566.49
	6/26/24	558846	Fuel Expense, Stn. 74	\$948.16
	6/27/24	558876	Fuel Expense, Stn. 83	\$861.45
	6/27/24	558877	Fuel Expense, Stn. 71	\$885.99
	6/28/24	558943	Fuel Expense, Stn. 82 / Shop	\$834.82
	6/28/24	558944	Fuel Expense, Stn. 82 / Shop	\$1,277.52
	6/28/24	43598F	Fuel Expense, Stn. 82 / Shop	\$960.64
	6/30/24	CL15311	Fuel Expense	\$1,462.91
Schedule C Payroll	6/24/24	62424	Pay Period (6/10/24 - 6/23/24)	\$42,834.90
	7/8/24	70824	Pay Period (6/24/24 - 7/7/24)	\$62,943.61
SoCalGas	6/14/24	61424	Utilities, Stn. 90	\$31.39
	7/8/24	070824	Utilities, Stn. 71	\$43.23
	7/9/24	070924	Utilities, Stn. 83	\$23.95
Sparkletts	7/1/24	9392117	Drinking Water, HQ	\$348.31
	7/1/24	9392173	Drinking Water, Del Rey	\$495.18
	7/1/24	9392175	Drinking Water, Protection Planning & Stn. 83	\$134.32
Streamline	7/1/24	8FE75203-0012	District Website Host	\$8,196.00

Vendor	Date	Invoice Number	Memo	Amount
T-Mobile USA Inc.	5/15/24	995166014-5	Wireless Internet, Stn. 83, 89, 90	-\$207.00
	6/21/24	997902131	Wireless Internet	\$472.22
T & T Epoxy Coatings	6/3/24	3210	Flooring Topcoat, Stn. 87	\$325.00
	6/28/24	3240	Epoxy Flooring, Stn. 94	\$7,301.50
U S Bank	6/24/24	062424	District Cal Card	-\$10,489.53
	6/24/24	062424	District Cal Card	\$119,850.55
Uline, Inc.	6/10/24	179193120	Office Furniture / Equipment, PIO Trailer	\$2,305.33
Unifirst Corporation	6/17/24	2380075481	Linen Service, Shop	\$308.24
	6/24/24	2380077025	Linen Service, Shop	\$308.24
	7/1/24	2380078384	Linen Service, Shop	\$308.24
	7/8/24	2380079722	Linen Service, Shop	\$304.53
Valley Wide Pest Control, Inc.	5/2/24	135337	Pest Control, Stn. 96	\$42.00
	5/14/24	136406	Pest Control, Stn. 93	\$50.00
	5/14/24	136408	Pest Control, Stn. 94	\$50.00
	5/14/24	136392	Pest Control, Stn. 95	\$42.00
	5/20/24	137059	Pest Control, Stn. 87	\$40.00
	5/20/24	137056	Pest Control, Stn. 89	\$40.00
	5/20/24	136978	Pest Control, Stn. 83	\$40.00
	5/21/24	137114	Pest Control, Stn. 86	\$45.00
	5/22/24	137306	Pest Control, Stn. 90	\$40.00
	5/23/24	137501	Pest Control, Stn. 85	\$40.00
	5/23/24	137454	Pest Control, Stn. 77	\$65.00
	5/23/24	137375	Pest Control, Stn. 82 / Shop	\$165.00
	5/23/24	137383	Pest Control, Stn. 71	\$40.00
	5/31/24	138148	Pest Control, Stn. 75	\$40.00
	5/31/24	138127	Pest Control, Stn. 74	\$40.00
	6/11/24	139112	Pest Control, Stn. 93	\$50.00
	6/11/24	139120	Pest Control, Stn. 94	\$50.00
	6/11/24	139129	Pest Control, Stn. 95	\$42.00
	6/11/24	139171	Pest Control, Stn. 96	\$42.00
	6/13/24	139410	Pest Control, Stn. 85	\$40.00
	6/17/24	139646	Pest Control, Stn. 83	\$40.00
	6/17/24	139662	Pest Control, Stn. 87	\$40.00
	6/17/24	139660	Pest Control, Stn. 89	\$40.00
6/19/24	139852	Pest Control, Stn. 86	\$45.00	
6/20/24	139997	Pest Control, Stn. 90	\$40.00	
6/29/24	140990	Pest Control, Stn. 75	\$40.00	
6/29/24	140962	Pest Control, Stn. 71	\$40.00	
6/29/24	140983	Pest Control, Stn. 77	\$65.00	
6/29/24	140960	Pest Control, Stn. 82 / Shop	\$165.00	
6/29/24	140965	Pest Control, Stn. 74	\$40.00	

Vendor	Date	Invoice Number	Memo	Amount
	7/9/24	141769	Pest Control, Stn. 95	\$42.00
	7/9/24	141784	Pest Control, Stn. 96	\$42.00
<b>VAST Networks</b>	7/1/24	55611	Internet, HQ	\$550.00
<b>Verizon Wireless</b>	6/18/24	9966925252	Cellular Service	\$3,012.16
<b>Vincent Communications</b>	6/3/24	88336	Radio Maintenance & Equipment, Stn. 82	\$477.93
	6/7/24	88367	Radio Maintenance & Equipment	\$1,006.39
	6/14/24	88403	Radio Maintenance & Equipment	\$300.00
	6/14/24	88401	Radio Maintenance & Equipment, Pine Ridge	\$7,269.09
	6/21/24	88442	Radio Maintenance & Equipment	\$530.00
	6/24/24	88458	Parts / Labor, Hume Lake Repeater	\$8,892.45
	6/27/24	88492	Radio Maintenance & Equipment	\$10,676.27
	6/27/24	88493	Radio Maintenance & Equipment	\$1,691.34
	6/27/24	88494	Radio Maintenance & Equipment	\$1,691.34
	6/27/24	88495	Radio Maintenance & Equipment	\$1,691.34
	6/28/24	88496	New Kenwood Mobiles/Installation, Shop	\$9,682.53
<b>Voyager Fleet Systems Inc.</b>	6/24/24	8691786322426	Fuel Expense	\$5,662.79
<b>Waste Management</b>	7/1/24	4535605-0165-3	Waste Disposal, Stn. 86	\$85.55
	7/1/24	4535869-0165-5	Waste Disposal, Stn. 87	\$291.14
<b>Water Company</b>	7/2/24	18653	Water Service, Stn. 89	\$287.34
<b>Westlands Water District</b>	8/10/64	962891	24/25 Land-Based Charge	\$50.62
<b>Western Solid Waste</b>	7/1/24	93009	Waste Disposal, Stn. 74	\$150.60
			<b>Total:</b>	<b>\$1,372,575.51</b>



# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Cellular Service	JD, Apple,	2.99		
Food	JD, Stacked Bar & Grill,	115.59		
Food	JD, Me N Eds,	165.81		
Food	JD, Carl's Jr,	159.36		
Maintenance - Buildings & Grou	DR, Amazon, Fitting for ice chest	38.20		
Maintenance - Buildings & Grou	DR, Amazon, Fitting for ice chest	18.81		
Automotive Shop Equipment	BG, Johnny Garcia Snap-On, Impact wrench / ratchet kit, Shop	329.32		40 - Shop
Maintenance - Repair Shop	BG, Waytek, Circuit breaker, E295	223.04		
Graphics Services	BG, Napa Auto Parts, Turn signal switch, Selma E110	130.07		
Maintenance - Repair Shop	BG, Cummins Inc., Turbo, E83	1,197.17		
Maintenance - Repair Shop	BG, McMaster-Carr, Chain connecting link, E296	60.95		
Maintenance - Repair Shop	BG, Find It Parts, Compartment light, BR72	70.78		
Automotive Shop Equipment	BG, Apex Tool Company, Piston ring compressor, E83	392.59		
Maintenance - Repair Shop	BG, IFM Efector, Oil temp sensor / harness, SQ87	369.79		
Graphics Services	BG, Betts Company, Corrected amount for hub caps / wheel seals, Selma E111	161.74		
Maintenance - Repair Shop	BG, NVB Equipment, A/C fittings, E93	49.72		
Maintenance - Repair Shop	BG, San Joaquin Auto Electric, Primer motor, BR72	374.51		
Maintenance - Repair Shop	BG, Superior Auto Glass, Windshield replacement, T4329	377.94		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Graphics Services	BG, Fire Apparatus Solutions, Waterous pump parts, Selma SQ111	2,553.08		
Automotive Shop Equipment	BG, Johnny Garcia Snap-On, Sockets for service trucks / drill repair, Shop	533.13		40 - Shop
Maintenance - Repair Shop	BG, Amazon, CH510keys, Shop	75.35		40 - Shop
Maintenance - Repair Shop	BG, Amazon, Utility service carts, Shop	410.30		40 - Shop
Maintenance - Repair Shop	BG, Amazon, Storage shelving unit, Shop	215.92		40 - Shop
Maintenance - Repair Shop	BG, Amazon, Rolling storage organizers, Shop	755.72		40 - Shop
Maintenance - Repair Shop	BG, Amazon, Shop fans, Shop	136.02		40 - Shop
Maintenance - Repair Shop	BG, San Joaquin Auto Electric, Primer motor, BR75	352.29		
Maintenance - Repair Shop	BG, DelRay Tire, Tires for multiple vehicles / lubricant, Shop	6,094.58		40 - Shop
Maintenance - Repair Shop	BG, Lehr, Code 3 light, E83	541.11		
Maintenance - Repair Shop	BG, Napa Auto Parts, Parts for multiple vehicles, Shop	3,939.71		
Maintenance - Repair Shop	BG, Summit Racing, Cab fans, E288	463.39		
Maintenance - Repair Shop	BG, Waterous Company, Foam controller head / filter, SQ 287	2,458.51		
Maintenance - Repair Shop	BG, Amazon, Window parts, D43	125.88		
Maintenance - Repair Shop	BG, Quinn CAT, Window / wiper arm, D43	1,238.26		
Maintenance - Repair Shop	BG, Amazon, Window parts, D43	47.32		
Maintenance - Repair Shop	BG, Betts Company, Parts for multiple vehicles, Shop	1,307.96		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG San Joaquin Auto Electric, Pump solenoid, E288	40.04		
Maintenance - Repair Shop	BG, San Joaquin Auto Electric, Primer motor, BR77	352.14		
Maintenance - Repair Shop	BG, Napa Auto Parts, Hose clamps, Shop stock	240.93		40 - Shop
Maintenance - Repair Shop	BG, Napa Auto Parts, Heater valve, SQ87	86.07		
Maintenance - Repair Shop	BG, Napa Auto Parts, lift supports / hose tee, E96	265.16		
Maintenance - Repair Shop	BG, Napa Auto Parts, Parts for multiple vehicles	723.78		
Maintenance - Repair Shop	BG, Betts Company, Parts for multiple vehicles	767.62		
Maintenance - Repair Shop	BG, Gibbs, Parts for multiple vehicles	286.15		
Maintenance - Repair Shop	BG, Gibbs, A/C parts, WT96	740.64		
Maintenance - Repair Shop	BG, Gibbs, Multiple parts, E95	1,069.58		
Maintenance - Repair Shop	BG, Napa Auto Parts, Engine air filters, E84	195.51		
Maintenance - Repair Shop	BG, Napa Auto Parts, Mini fuse holders, T4329	89.18		
Maintenance - Repair Shop	BG, Napa Auto Parts, Shop stock	1,540.93		40 - Shop
Maintenance - Repair Shop	BG, Napa Auto Parts, Air brake fittings, E96	98.08		
Maintenance - Repair Shop	BG, Napa Auto Parts, Driverside headlight, E84	203.65		
Maintenance - Repair Shop	BG, Napa Auto Parts, Caliper bolt kit, SQ287	41.53		
Maintenance - Repair Shop	BG, Amazon, 4-pin relay, T4329	28.06		
Maintenance - Repair Shop	BG, Delray Tire, Tires, TR43	960.26		
Maintenance - Repair Shop	BG, Universal Parts, Water valves incorrect charge, Shop stock	122.25		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Napa Auto Parts, Headlights, E287	87.22		
Maintenance - Repair Shop	BG, Napa Auto Parts, Power inverter, R287	712.15		
Maintenance - Repair Shop	BG, Napa Auto Parts, A/C belts, SQ87	56.25		
Maintenance - Repair Shop	BG, Napa Auto Parts, A/C belt, WT82	56.86		
Maintenance - Repair Shop	BG, Betts Company, Batteries, Shop stock	204.01		40 - Shop
Maintenance - Repair Shop	BG, Betts Company, Brakes, Shop stock	927.33		40 - Shop
Maintenance - Repair Shop	BG, Valley Iron, 3" round tube, R287	108.36		
Maintenance - Repair Shop	BG, Amazon, Radiator brushes, R4331, R4332, Shop	56.12		
Maintenance - Repair Shop	BG, Fire Apparatus Solutions, Parts for multiple vehicles	9,309.18		
Maintenance - Repair Shop	BG, Napa Auto Parts, Shop stock	1,621.88		40 - Shop
Maintenance - Repair Shop	BG, Napa Auto Parts, Trans kit / oil, R4333	187.06		
Maintenance - Repair Shop	BG, Amazon, Conveyor rollers, Shop	62.40		40 - Shop
Office Supplies	JC, Office Depot, Brother printer, B71 office	434.89		
Computer Equipment & Software	JC, Office Depot, Cable modem replacement, Stn. 93	184.18		93 - Huron
Maintenance - Communications	JC, Vincent Communications, Temp antennas during roof replacement, Stn. 85	297.96		85 - Clovis
Cellular Service	JC, T-Mobile, Internet services for stations	194.50		
Staffing Software	JC, Twilio, Telestaff SMS services	275.04		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Mobile Computer/AVL Program	JC, Server Monkey, Fail over server for Cad2cad	5,332.01		
Mobile Computer/AVL Program	JC, Apple, 2-yr extended warranty for Tablet Comman IPad	169.00		
Mobile Computer/AVL Program	JC, Apple, 13" IPad for Tablet Command	1,838.50		
Computer Equipment & Software	JC, Amazon, Surge protectors / battery backups, IT Stock	601.80		
Computer Equipment & Software	JC, Amazon, Battery backups for station radios	400.46		
Office Supplies	JC, Amazon, iPhone matte screen protectors, IT Stock	70.65		
Computer Equipment & Software	JC, Amazon, Network racks for stations	615.42		
Office Supplies	JC, Amazon, Surge protectors, Training Office	174.80		60 - Training Center
Office Supplies	JC, Office Depot, Logitech keyboard/mouse, IT Stock	260.31		
Office Supplies	JC, Amazon, Office chair, B71	161.95		
Office Supplies	JC, Amazon, HP / Dell wireless keyboard/mouse, IT Stock	334.28		
Computer Equipment & Software	JC, Ubiquiti, Network switch, SFP to ethernet adapters for fail over, 10GB SFPs, IT Stock	872.11		
Computer Equipment & Software	JC, Adobe, Adobe licensing	310.70		
Wireless Internet	JC, Ponderosa, Internet service, Stn. 74	99.95		74 - Morgan Canyon
Mobile Computer/AVL Program	JC, X-Naut, Demo kits for IPads	4,433.66		
Staffing Software	JC, Twilio, Telestaff SMS services	275.08		
Office Supplies	JC, Amazon, Wall mount, B81	20.39		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Protection/Planning	JC, Amazon, Envelopes, Protection / Planning	25.09		
Cleaning Supplies	JC, Amazon, Cleaning supplies, HQ trailer	9.67		
Maintenance - Repair Shop	RB, Dexter, Trailer Jack, X524 Trailer	23.16		
Maintenance - Repair Shop	RB, Napa Auto Parts, Studs, X114 Bleacher Trailer	8.68		
Maintenance - Repair Shop	RB, MFCP, Pump hydraulic lines, E89	1,217.88		
Maintenance - Repair Shop	RB, Vincenct Communications, Remote cable, R4332	215.95		
Graphics Services	RB, Betts, Tie rods, Selma E112	73.32		
Maintenance - Repair Shop	RB, Selma Dodge, Rear hub cap, SQ87	296.00		
Maintenance - Repair Shop	RB, Pape Kenworth, Air brake fitting, E83	9.26		
Maintenance - Repair Shop	RB, NVB Equipment, A/C lines, E93	285.05		
Maintenance - Repair Shop	RB, Becs Pacific, Fuel pump rebuild, WT281	1,074.40		
Maintenance - Repair Shop	RB, NVB Equipment, A/C knob, BR72	46.97		
Maintenance - Repair Shop	RB, Valley Power Systems, Speed sensors, E94	275.09		
Maintenance - Repair Shop	RB, MFCP, Fuel line, WT281	23.34		
Maintenance - Repair Shop	RB, Pape Kenworth, Air dryer assembly, WT82	783.11		
Maintenance - Repair Shop	RB, Chevrolet Buick GMC Sanger, Water pump / THM housing, T4329	264.91		
Maintenance - Repair Shop	RB, Kroeger Equipment, Silicone hose, Shop Stock	1,071.58		40 - Shop

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	RB, Commercial Radiator, DEF / DOC brake, SQ87	335.00		
Maintenance - Repair Shop	RB, Jim Manning Dodge, Pressure tubes, SQ87	204.65		
Maintenance - Repair Shop	RB, EM Tharp, B service filters, TR43	447.59		
Maintenance - Repair Shop	RB, Mid-Valley Distributors, Steering nut / paint pen, E83	43.44		
Maintenance - Repair Shop	RB, Pape Kenworth, Hose clamps, air fittings, E83	112.80		
Maintenance - Repair Shop	RB, Pape Kenworth, A/C parts, WT82	188.24		
Maintenance - Repair Shop	RB, Gibbs, CAC clamps, E96	50.98		
Maintenance - Repair Shop	RB, Gibbs, Filters, Shop Stock	856.33		40 - Shop
Maintenance - Repair Shop	RB, Becs Pacific, Reman turbo, E96	2,267.58		
Maintenance - Repair Shop	RB, Frontier Fastner, Fuse holders, SQ87	94.91		
Maintenance - Repair Shop	RB, Chevrolet Buick GMC Sanger, Brakes, B71	631.64		
Maintenance - Repair Shop	RB, Auto Machine Specialties, Resurface head, E83	1,031.88		
Maintenance - Repair Shop	RB, H & L Body & Paint, Hose bed covers, BR72	300.00		
Maintenance - Repair Shop	RB, Home Depot, Hardware for trash bin fence, Shop	23.80		
Maintenance - Repair Shop	RB, Commercial Radiator, Remove / repair surge tank, E84	135.00		
Maintenance - Repair Shop	RB, Home Depot, Door, Welding Shop	312.41		40 - Shop
Maintenance - Repair Shop	RB, Jim Manning Ddge, Multiple engine parts, SQ87	3,556.80		
Maintenance - Repair Shop	RB, Costco, Microfiber towels for detailing program, Shop	51.80		40 - Shop

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	RB, Home Depot, Glass template paper, D43	40.11		
Graphics Services	AS, Amazon, Graphics room lighting	28.06		21 - Graphics
Graphics Services	AS, Amazon, Extension cable, Graphics	10.79		21 - Graphics
Graphics Services	AS, Grimco, Red vinyl, Graphics	1,674.44		21 - Graphics
Graphics Services	AS, McMaster-Carr, Cork sheet, Graphics	233.67		21 - Graphics
Food	TW, Amazon, Coffee supplies, HQ Trailer	62.50		
Small Appliances/Kitchen Goods	TW, Costco, Kitchen storage set, Stn. 96	30.57		96 - Mendota
Special District Costs	TW, Amazon, Funeral flag	140.25		
Maintenance - Buildings & Grou	TW, Academy Hardware, Toilet seal, Stn. 84	15.20		84 - Sanger
Food	TW, Me N Eds, Incident meals #010561	749.37		
Food	TW, Denny's, Incident meals #010561	303.01		
Small Appliances/Kitchen Goods	TW, Amazon, Floor fans, Stn. 96 ok B4311	109.21		96 - Mendota
Small Appliances/Kitchen Goods	TW, Costco, Cookware, Stn. 96	163.83		96 - Mendota
Food	TW, Starbucks, Coffee incident #010561	93.00		
Small Appliances/Kitchen Goods	TW, Amazon, Silverware, HQ	10.68		
Small Appliances/Kitchen Goods	TW, Amazon, Foam cups, HQ	51.29		
Food	TW, Me N Eds, Incident meals #010851	256.60		
Maintenance - Buildings & Grou	TW, Amazon, Red light bulbs, Svc Ctr Stock	51.91		10 - Service Center



# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Office Supplies	TW, Staples, Toner, ECC	276.51		50 - ECC
Office Supplies	TW, Staples, Office supplies, Stn. 71	57.83		71 - Parlier
Cleaning Supplies	TW, Amazon, Paper towels, Training	183.08		
Office Supplies	TW, Amazon, Phone charging cords, S2, S3	19.24		
Office Supplies	TW, Amazon, Clipboards, Stn. 86	13.32		86 - Clovis Lakes
Office Supplies	TW, Staples, Copy paper, Stn. 86	50.20		86 - Clovis Lakes
Furniture & Appliances	TW, Costco, Mattresses, Stn. 94	1,855.35		94 - Harris Ranch
Protection/Planning	TW, Amazon, Office supplies, Protection / Planning	35.05		45 - Protection Planning
Furniture & Appliances	TW, Costco, Mattresses, Stn. 82	2,361.93		82 - Del Rey
Furniture & Appliances	TW, Costco, Mattresses, Stn. 85	517.68		85 - Clovis
Furniture & Appliances	TW, Costco, Mattresses, Stn. 93	1,566.82		93 - Huron
Furniture & Appliances	TW, Costco, Mattresses, Stn. 86	517.68		86 - Clovis Lakes
Office Supplies	TW, Staples, Office supplies, Stn. 89	42.28		89 - Easton
Office Supplies	TW, Staples, Office supplies, HQ	54.16		
Furniture & Appliances	TW, Amazon, Refrigerators (2), Stn. 94	2,092.62		94 - Harris Ranch
Office Supplies	TW, Amazon, Rip n Run paper, Svc Ctr Stock	69.47		10 - Service Center
Bottled Water Service	TW, Valley Coffee, District hydration	1,319.85		
Maintenance - Buildings & Grou	TW, Amazon, New gates combo locks, Stn. 94	33.09		94 - Harris Ranch

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Miscellaneous	CV, Amazon,	1,293.54		
Miscellaneous	CV, Amazon,	43.18		
Miscellaneous	CV, Amazon,	512.40		
Maintenance - Buildings & Grou	CV, Home Depot,	215.94		
Maintenance - Buildings & Grou	CV, Home Depot,	87.38		
Miscellaneous	CV, Amazon,	372.84		
Maintenance - Buildings & Grou	MB, Coalinga Hardware, Floor / lawn supplies, Stn. 94	411.58		94 - Harris Ranch
Training	MM, Amazon, Directory sign bracket, Training	32.33		60 - Training Center
Maintenance - Buildings & Grou	JM, Amazon, Classroom 1 light repair supplies, Training	355.89		60 - Training Center
Maintenance - Buildings & Grou	JM, Home Depot, Classroom 1 light repair supplies, Training	53.89		60 - Training Center
Fire Fighting Equipment	TA, Autozone, Tool mounts for Brush engines	116.56		
Pine Ridge VFD	TA, Jorgensen, Fire extinguisher mount, Pine Ridge FD	297.16		
Maintenance - Buildings & Grou	SB, Home Depot,	115.67		
Supplies - Medical	SB, Henry Schein,	1,025.17		
Supplies - Medical	SB, Henry Schein,	1,118.62		
Miscellaneous	JE, Inmar Boats,	95.82		
Exercise Equipment	AS, Rowers, Stn. 74, 85, 87	3,231.04		
Furniture & Appliances	AC, La Z Boy,	5,000.00		
Food	AC, Off the Grill,	258.01		
Maintenance - Repair Shop	AC, Napa,	62.58		
Cellular Service	RM, Apple,	0.99		
Cellular Service	RM, Apple,	0.99		
Office Supplies	PH, Staples, Bankers boxes, District Finance	56.13		

# Bill

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/24/24
Terms	Net 30
Memo	District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Food	PH, Subway, Incident meals #012915	417.54		
Food	PH, Subway, Incident meals #012915	239.64		
Miscellaneous	CM, CMC Rescue,	1,652.02		
Small Tools & Lanscape Equip.	JDT, Canyon Fork Ace Hardware, Wheelbarrow, Str. 74	140.36		
Maintenance - Repair Shop	JDT, O'Reilly Auto Parts, Window glue, Dozer 43	41.30		
Miscellaneous	BM, WalMart,	516.57		
Miscellaneous	BM, WalMart,	48.89		
Furniture & Appliances	BM, La Z Boy,	5,000.00		
Miscellaneous	BM, Shop N Go,	26.14		
Miscellaneous	BM, Shop N Go,	95.99		
Furniture & Appliances	BM, La Z Boy,	293.25		
Miscellaneous	BM, Pilot,	107.03		
Public Information Officer	SB, DOT business cards	163.10		
Maintenance - Buildings & Grou	JW, Home Depot,	406.01		
Benefits	JC, Ubiquity, Electronic delivery disclosure	3.00		
Maintenance - Repair Shop	BG, Waterous, Pump transducer, SQ87	418.11		

Expense Total : 119,850.55

**Bill Total : \$119,850.55**

# Bill Credit

Fresno County Fire Protection District  
 210 S. Academy Ave.  
 Sanger, CA 93657

Date	Ref. No.
06/24/24	062424

Vendor
U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due
Terms
Memo District Cal Card

## Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Betts, Refund, Wrong payment type used	-9,966.22		
Maintenance - Repair Shop	BG, Betts, Refund, Charge in error credit, Selma SQ111	-149.80		
Maintenance - Repair Shop	BG, Betts, Refund, Charge in error credit, Selma SQ111	-11.94		
Cleaning Supplies	TW, Amazon, Refund, Damaged clenaing supplies	-356.28		
Cleaning Supplies	TW, Amazon, Refund, Cleaning supplies not received	-5.29		

Expense Total : -10,489.53

**Bill Total : \$10,489.53**

Fresno County Fire Protection District  
**Balance Sheet**  
 As of June 30, 2024

	<u>Jun 30, 24</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
0105 · PVB Ranger Club	3,711.56
0107 · WFB Operating Account	436,703.23
0109 · WFB Reserve Account	1,904,068.19
0110 · County of Fresno Treasury	
County Cash-10000 Gen Fund	9,206,270.60
County Cash-20000 Capital Equip	4,312,977.17
County Cash-41240 Zone 2	47,541.52
County Cash-41250 Zone 3	3,262.50
County Cash-41260 Zone 4	1,075.00
County Cash-41270 Zone 5	101,642.20
County Cash-41280 Zone 6	4,137.71
County Cash-41290 Zone 7	58,418.60
County Cash-41300 Zone 8	24,271.20
County Cash-41310 Zone 9	90,768.97
County Cash-41320 Zone 10	5,530,283.83
County Cash-41360 Zone A	259,638.48
County Cash-41370 Hydrant Maint	2,690.97
County Cash-41380 MNTFA	115,174.78
County Cash-41389 CFD	161,112.84
County Cash-41390 Zone 1(A) CFD	297,659.33
County Cash-41391 Zone 1(B) CFD	411,242.09
County Cash-41392 Zone 2(A) CFD	265,076.59
County Cash-41393 Zone 2(B) CFD	150,381.11
<b>Total 0110 · County of Fresno Treasury</b>	<b>21,043,625.49</b>
0111 · WFB Bldg. Contingency	361,590.64
0112 · WFB Payroll	40,323.31
<b>Total Checking/Savings</b>	<b>23,790,022.42</b>
<b>Accounts Receivable</b>	
1200 · Accounts Receivable	1,181,118.65
<b>Total Accounts Receivable</b>	<b>1,181,118.65</b>
<b>Other Current Assets</b>	
12600 · Prepaid Expenses	16,643.07
15000 · Lease Receivable	17,729.20
<b>Total Other Current Assets</b>	<b>34,372.27</b>
<b>Total Current Assets</b>	<b>25,005,513.34</b>
<b>TOTAL ASSETS</b>	<b>25,005,513.34</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	576,865.69
<b>Total Accounts Payable</b>	<b>576,865.69</b>
<b>Other Current Liabilities</b>	
24000 · Payroll Liabilities	296.81
25000 · Deferred Lease Revenue	17,729.20
<b>Total Other Current Liabilities</b>	<b>18,026.01</b>
<b>Total Current Liabilities</b>	<b>594,891.70</b>
<b>Total Liabilities</b>	<b>594,891.70</b>
<b>Equity</b>	
30000 · Opening Balance Equity	568,283.95
32000 · Retained Earnings	3,968,767.25
34000 · Prior Period Adjustments	95,738.95
3900 · Fund Balance	10,207,058.53
Net Income	9,570,772.96
<b>Total Equity</b>	<b>24,410,621.64</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>25,005,513.34</b>



# FRESNO COUNTY FIRE

PROTECTION DISTRICT

*Honor, Integrity, Cooperation & Professionalism*

July 17, 2024

## Fire Prevention & Law Enforcement Summary for June 2024

<b>FIRE INVESTIGATIONS</b>	<b>June-24</b>	<b>June-23</b>	<b>2024 YTD</b>
STRUCTURE	6	6	35
VEGETATION	39	22	72
VEHICLE	1	1	6
REFUSE	3	3	14
IMPROVEMENT	0	0	0
AG PRODUCT	2	0	4
OTHER AGENCY ASSIST	2	1	4
<b>TOTALS</b>	<b>53</b>	<b>33</b>	<b>145</b>
PRA REQUEST LRA	14	11	68
PRA REQUEST SRA	7	11	39
<b>LE RELATED CALLS</b>			
LAW ENFORCEMENT	27	6	92
CITATIONS	7	2	15
ARRESTS	0	2	3

## Protection & Planning Summary for June

<b>SERVICES</b>	<b>District</b>	<b>Auberry</b>	<b>Fowler</b>	<b>Huron</b>	<b>Mendota</b>	<b>Parlier</b>	<b>San Joaquin</b>	<b>Shaver Lake</b>	<b>2024 YTD</b>	<b>2023 YTD</b>
Conditioning Letters	10	0	0	0	0	0	0	0	74	39
Over The Counter Mtgs	11	0	0	1	0	0	0	0	52	42
Plan Reviews	17	0	7	8	5	12	0	5	224	131
Field Inspections	50	1	0	2	5	11	3	4	486	453
Insurance Inquiries	2	0	0	0	0	0	0	0	11	30
Annual Inspection	0	0	4	1	0	0	0	0	28	33
School Inspection	0	0	0	0	0	0	0	0	46	33
4290 Inspection	SRA 4	0	0	0	0	0	0	0	11	138
Other activities	5 Knox box install, 1 Weed/Fire Hazard Inspections									

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
237 (BR94): 2002 INTERNATIONAL 4700	4527	Miles	06/30/2024	<b>14: A SERVICE</b>
<b>Date(s): 06/01/2024 - 06/30/2024</b> 507 (New BS82): 2021 RAM 5500	4521	Miles	06/30/2024	<b>14: A SERVICE</b>
314 (WT96): 2001 INTERNATIONAL	4518	Miles	06/30/2024	<b>14: A SERVICE</b>
313 (WT93): 2021 KENWORTH	4517	Miles	06/30/2024	<b>14: A SERVICE</b>
227 (New E82): 2022 SMEAL	4508	Miles	06/30/2024	<b>14: A SERVICE</b>
224 (BR82): 2000 INTERNATIONAL	4507	Miles	06/30/2024	<b>14: A SERVICE</b>
222 (E89): 2021 SMEAL METRO STAR	4506	Miles	06/30/2024	<b>14: A SERVICE</b>
218 (E95): 2013 SMEAL METRO STAR	4503	Miles	06/30/2024	<b>14: A SERVICE</b>
322 (WT90): 2019 KENWORTH T440	4516	Miles	06/29/2024	<b>14: A SERVICE</b>
216 (E93): 2013 SMEAL METRO STAR	4515	Miles	06/29/2024	<b>14: A SERVICE</b>
214 (E74): 2013 SMEAL METRO STAR	4491	Miles	06/29/2024	<b>13: RADIATOR SYSTEM</b> Part: Gal red coolant Labor: 6995875 - FAGUNDES, MICHAEL
207 (BR72): 2005 HME FSO	4488	Miles	06/28/2024	<b>02: ENGINE</b> Part: 4309439 air compressor head kit Labor: 00006759 - HANSEN, RODNEY Labor: 6995875 - FAGUNDES, MICHAEL Labor: 6995875 - FAGUNDES, MICHAEL <b>13: RADIATOR SYSTEM</b> Part: 703-1708 radiator cap Part: Gal green antifreeze Labor: 6995875 - FAGUNDES, MICHAEL
223 (E90): 2021 SMEAL METRO STAR	4511	Miles	06/26/2024	<b>14: A SERVICE</b>
519 (WT77): 1999 INTERNATIONAL	4481	Miles	06/26/2024	<b>04: TRANSMISSION</b> Part: QTS transend atf Part: 7740xe transmission filter kit Labor: 6995875 - FAGUNDES, MICHAEL <b>13: RADIATOR SYSTEM</b> Part: 2502718C2 radiator Part: Gal red coolant Part: CC2610 radiator flush, (gallon) Part: 2039390C4 radiator cap Part: H19612 90 degree 2 1/2" flexfab radiator hose Part: 2002105C3 radiator surge tank

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Labor: 11 - Lovett, Josh Labor: 6995875 - FAGUNDES, MICHAEL Labor: 6995875 - FAGUNDES, MICHAEL
<b>Date(s): 06/01/2024 - 06/30/2024</b>				
205 (E295): 2005 HME INTRUDER	4480	Miles	06/26/2024	<b>01: AIR CONDITIONING</b> Part: 64 OZ ; R134A Refrigerant Labor: 5780466 - NGUYEN, FERSON
013 (B71): 2021 Chevrolet Silverado	4479	Miles	06/26/2024	<b>03: BRAKES</b> Part: 13557896; GM Front Brake Rotors Part: 86788820; GM Front Brake Pads With Sensor Labor: 5780466 - NGUYEN, FERSON
220 (E84): 2019 SMEAL METRO STAR	4475	Miles	06/24/2024	<b>02: ENGINE</b> Part: 6410398 Water Pump Labor: 817025 - Kagy, Dakota
222 (E89): 2021 SMEAL METRO STAR	4474	51,765.0 Miles		<b>09: ELECTRICAL</b> <b>10: B SERVICE</b> Part: 28QRTS; 15W40 Motor Oil Part: 1748XD; Napa Trash Oil Filter Part: 9478; Napa Trash Air Filter Part: FS1098; Fleetguard Fuel Filter Part: FF63054NN; Fleetguard Fuel Filter
219 (L87): 2019 SMEAL METRO STAR	4473	Miles	06/21/2024	<b>08: TIRES</b> Part: 12R22.5 Bridgestone R268 Part: TR572; Gold Valve Stems Part: TR543D; Chrome Valve Stems <b>10: B SERVICE</b> Part: 48 QRTS 15W40 Motor Oil Part: 400107; Napa Trash Oil filter Part: 6556 Napa Trash Air Filter Part: FS19799; Fuel Filter Fleet Guard Part: FF5825; Fuel Filter Fleet Guard Part: 1 Gallon, Red Coolant <b>14: A SERVICE</b> Part: Kimball Red Grease Labor: 11 - Lovett, Josh Labor: 5780466 - NGUYEN, FERSON Labor: 7108358 - TRIFFON, JD Labor: 7429125 - DAVIS, TRENT Labor: 817025 - Kagy, Dakota <b>18: STEERING AND SUSPENSION</b> Part: 64347; Continental Air Bags (Springs) <b>30: PUMP SYSTEM</b> Part: 6; QRTS Transend ATF
528 (R4333): 2017 Dodge Ram	4472	Miles	06/20/2024	<b>10: B SERVICE</b> Part: 6930 - Air Filter Part: 600255NP - Fuel Filter Part: 7620 - Oil Filter Part: 600112 Fuel Water Sep Part: APT1-5707 - Trans Filter Kit



# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: W3246 - Valvoline Maxlife Trans Fluid Labor: 00006759 - HANSEN, RODNEY
<b>Date(s): 06/01/2024 - 06/30/2024</b>				
515 (R4331): 2018 Dodge RAM 5500	4451	Miles	06/18/2024	<b>10: B SERVICE</b> Part: 600112 fuel filter Part: 7620 oil filter Part: 600255NP fuel filter Part: 6930 air filter Part: 15W40 engine oil qts Labor: 817025 - Kagy, Dakota
531 (SQ87): 2016 Dodge RAM 5500	4450	106,821.0 Miles		<b>02: ENGINE</b> Labor: 817025 - Kagy, Dakota Labor: 817025 - Kagy, Dakota
230 (E288): 2007 HME INTRUDER	4449	Miles	06/17/2024	<b>09: ELECTRICAL</b> Part: H4656-N Low Beam Lamp Labor: 817025 - Kagy, Dakota
CAL FIRE:	4465		06/13/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
CAL FIRE:	4464		06/13/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
CAL FIRE:	4463		06/13/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
513 (L72): 2022 SMEAL	4448	12,045.0 Miles		<b>01: AIR CONDITIONING</b> Part: No P/N; High Pressure A/C Switch <b>10: B SERVICE</b> Part: 48;QRTS 15W40 Motor Oil Part: 400107; Napa Trash Oil Filter Part: 9478; Napa Trash Air Filter Part: FF5825NN; Fleetguard Fuel Filter Part: R61762; Parker/Racor Fuel Filter <b>18: STEERING AND SUSPENSION</b>
City of Fowler:	4452		06/12/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
211 (E86): 2009 SMEAL METRO STAR	4513	Miles	06/11/2024	<b>14: A SERVICE</b>
E110 - Selma Fire Department: 2015	4478	71,130.0 Miles		<b>02: ENGINE</b> Labor: 817025 - Kagy, Dakota <b>02: ENGINE</b> Labor: 817025 - Kagy, Dakota <b>02: ENGINE</b> Labor: 817025 - Kagy, Dakota <b>03: BRAKES</b> Labor: 817025 - Kagy, Dakota

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
<b>Date(s): 06/01/2024 - 06/30/2024</b>				<b>10: B SERVICE</b> Labor: 817025 - Kagy, Dakota <b>18: STEERING AND SUSPENSION</b> Labor: 817025 - Kagy, Dakota <b>23: LIGHTING (CHASSIS &amp; CODE 3)</b> Labor: 817025 - Kagy, Dakota
320 (WT86): 2011 KENWORTH T440	4519	Miles	06/10/2024	<b>14: A SERVICE</b>  <b>36: PLUMBING</b> Labor: 6995875 - FAGUNDES, MICHAEL
220 (E84): 2019 SMEAL METRO STAR	4431	Miles	06/08/2024	<b>02: ENGINE</b> Part: 5297806; EGR Cooler D Ring Seals Part: 4928594; Exhaust Pressure Sens Part: 3688493C2; Coolant drain coupler Part: 1 Gallon Zerex Red Coolant <b>09: ELECTRICAL</b> Part: 1131MF; Decca Group 31 Batteries Part: 091-35/10; Kussmaul Battery Charger & Bar Graph <b>10: B SERVICE</b> Part: 28QRTS 15W40 Motor Oil Part: 1748XD; Napa Trash Oil Filter Part: 3936; Napa Trash Fuel Filter Part: 6891;Napa Trash Air Filter Part: FS1003; Fleet Guard Fuel Filter <b>15: PUMP PANEL</b> Part: No P/N; Aux pump controller <b>23: LIGHTING (CHASSIS &amp; CODE 3)</b> Part: 1/4 X 20 Rivets Labor: 5780466 - NGUYEN, FERSON <b>30: PUMP SYSTEM</b> Part: M6X1.0 Nut and washer Part: 6.5 QRTS; Transend
218 (E95): 2013 SMEAL METRO STAR	4414	Miles	06/08/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
City of Fresno:	4487		06/07/2024	<b>13: RADIATOR SYSTEM</b> Part: 12692045 ac delco water pump Part: 19474058 ac delco thermostat assembly Part: dex cool antifreeze Labor: 111 - Elizondo, Cesar <b>25: RADIO/ANTENNA REPAIR OR INSTALLATION</b> Part: bo3d8tdhva 4 pin 80/60a relay amazon Part: 785171 micro2 fuse tap napa Labor: 111 - Elizondo, Cesar
002 (T4329): 2015 Chevrolet K1500	4413	Miles	06/07/2024	<b>01: AIR CONDITIONING</b> Part: R134A - Antifreeze (Lbs.) Part: 5131 - Compressor Clutch Part: 2522821C1 - Receiver/Dryer
314 (WT96): 2001 INTERNATIONAL	4412	Miles	06/07/2024	

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: 2502459C91 - A/C Compressor Labor: 6995875 - FAGUNDES, MICHAEL Labor: 6995875 - FAGUNDES, MICHAEL
<b>Date(s): 06/01/2024 - 06/30/2024</b>				
203 (E296): 2005 HME INTRUDER	4411	Miles	06/07/2024	<b>09: ELECTRICAL</b> Part: PRL-15-260 solenoid Labor: 6995875 - FAGUNDES, MICHAEL <b>10: B SERVICE</b> Part: 6748 air filter Part: 1748XD oil filter Part: FS1003 fuel filter Part: 3697 fuel filter Part: QTS 15w40 motor oil Labor: 6995875 - FAGUNDES, MICHAEL
009 (PIO-43A): 2018 Chevrolet Tahoe	4410	Miles	06/07/2024	<b>09: ELECTRICAL</b> Part: 648MF deka battery Labor: 6995875 - FAGUNDES, MICHAEL
211 (E86): 2009 SMEAL METRO STAR	4409	Miles	06/07/2024	<b>09: ELECTRICAL</b> Labor: 6995875 - FAGUNDES, MICHAEL
550 (BR77): 1995 HME SFO	4408	Miles	06/07/2024	<b>01: AIR CONDITIONING</b> Part: 134a refridgerant Labor: 00006759 - HANSEN, RODNEY Labor: 6995875 - FAGUNDES, MICHAEL <b>04: TRANSMISSION</b> Part: QTS transend Labor: 6995875 - FAGUNDES, MICHAEL <b>05: BODY</b> Part: roller tube end cap Labor: 00006759 - HANSEN, RODNEY <b>10: B SERVICE</b> Part: 1748xd oil filter Part: 3358 secondary fuel filter Part: 4701 coolant filter Part: 3357 primary fuel filter Part: QTS 15w40 motor oil Part: 6748 air filter Labor: 00006759 - HANSEN, RODNEY <b>15: PUMP PANEL</b> Part: o-ring Labor: 00006759 - HANSEN, RODNEY <b>23: LIGHTING (CHASSIS &amp; CODE 3)</b>
CAL FIRE:	4467		06/06/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
City of Fresno:	4485			<b>35: GRAPHICS</b>
City of Fresno:	4484		06/05/2024	<b>35: GRAPHICS</b>
City of Fresno:	4483		06/05/2024	<b>35: GRAPHICS</b>

# Quick WO History

<b>Asset</b>	<b>WO #</b>	<b>Meter</b>	<b>Closed Date</b>	<b>Work Code</b>
009 (PIO-43A): 2018 Chevrolet Tahoe	4477	Miles	06/05/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
<b>Date(s): 06/01/2024 - 06/30/2024</b>				
CAL FIRE:	4468		06/05/2024	<b>35: GRAPHICS</b> Labor: 1088 - SANDERS, ANDY
City of Fresno:	4454		06/06/2024	<b>35: GRAPHICS</b>
203 (E296): 2005 HME INTRUDER	4407	Miles	06/05/2024	<b>30: PUMP SYSTEM</b> Part: LP0049 primer motor Labor: 6995875 - FAGUNDES, MICHAEL <b>36: PLUMBING</b> Labor: 6995875 - FAGUNDES, MICHAEL
207 (BR72): 2005 HME FSO	4406	Miles	06/04/2024	<b>01: AIR CONDITIONING</b> Part: 71R4040 control knob Labor: 00006759 - HANSEN, RODNEY <b>02: ENGINE</b> Part: BX275707n govenor Labor: 00006759 - HANSEN, RODNEY <b>05: BODY</b> Part: 80731-37 HME seat belt Part: 648196 rev window crank handle Part: 819-5585 turbo lift Part: 819-5521 turbo lift Labor: 00006759 - HANSEN, RODNEY <b>30: PUMP SYSTEM</b> Part: MUE8315 primer pump motor Part: primer pull handle o ring kit Labor: 00006759 - HANSEN, RODNEY Labor: 00006759 - HANSEN, RODNEY <b>32: EXHAUST SYSTEM</b> Part: 0204 - FDR 1 1/2" exhaust pipe Part: 1 1/2" FLEX EXHAUST PIPE
202 (E287): 2005 HME INTRUDER	4402	Miles	06/04/2024	<b>08: TIRES</b> Labor: 6995875 - FAGUNDES, MICHAEL <b>33: FOAM SYSTEM</b> Labor: 6995875 - FAGUNDES, MICHAEL
217 (L287): 2007 SMEAL SIRIUS	4442	Miles	06/03/2024	<b>14: A SERVICE</b>
313 (WT93): 2021 KENWORTH	4404	Miles	06/03/2024	<b>15: PUMP PANEL</b> Part: 769170 stud ball joint male Part: 769479 sleeve ball joint male. Labor: 6995875 - FAGUNDES, MICHAEL
230 (E288): 2007 HME INTRUDER	4403	Miles	06/03/2024	<b>01: AIR CONDITIONING</b> Part: SPU-IX 30102113 SPAL fan Labor: 6995875 - FAGUNDES, MICHAEL Labor: 6995875 - FAGUNDES, MICHAEL <b>09: ELECTRICAL</b> Part: 01-0884777-00K

# Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
<b>Date(s): 06/01/2024 - 06/30/2024</b>				Labor: 6995875 - FAGUNDES, MICHAEL Labor: 6995875 - FAGUNDES, MICHAEL <b>25: RADIO/ANTENNA REPAIR OR INSTALLATION</b> Labor: 6995875 - FAGUNDES, MICHAEL
320 (WT86): 2011 KENWORTH T440	4401	Miles	06/03/2024	<b>01: AIR CONDITIONING</b> Part: 59345 valve cores Part: F50-1554-1425 hardline assy Part: F50-1796-1100 hose assy Part: F50-1793 hardline, liquid Part: VH11600 kit- o-ring Part: SR2000015 valve-expansion Part: GD11350 drier/reciever Part: LBS R134A freon Labor: 6995875 - FAGUNDES, MICHAEL <b>30: PUMP SYSTEM</b> Part: 3817101 darley packing pellet Labor: 6995875 - FAGUNDES, MICHAEL
553 (BR75 New): 1995 HME SFO	4400	Miles	06/03/2024	<b>09: ELECTRICAL</b> Part: SJM-20062 primer motor Labor: 6995875 - FAGUNDES, MICHAEL
220 (E84): 2019 SMEAL METRO STAR	4444	Miles	06/02/2024	<b>14: A SERVICE</b>
202 (E287): 2005 HME INTRUDER	4446	Miles	06/01/2024	<b>14: A SERVICE</b>
228 (New E71): 2024 SMEAL METRO STAR	4445	Miles	06/01/2024	<b>14: A SERVICE</b>
219 (L87): 2019 SMEAL METRO STAR	4443	Miles	06/01/2024	<b>14: A SERVICE</b>
539 (SQ287): 2008 Ford F550	4441	Miles	06/01/2024	<b>14: A SERVICE</b>
517 (R87): 2008 SVI RESCUE	4440	Miles	06/01/2024	<b>14: A SERVICE</b>
514 (R287): 2018 Dodge RAM 3500	4439	Miles	06/01/2024	<b>14: A SERVICE</b>
529 (P74): 1995 Ford F350	4438	Miles	06/01/2024	<b>14: A SERVICE</b>
513 (L72): 2022 SMEAL	4437	Miles	06/01/2024	<b>14: A SERVICE</b>
507 (New BS82): 2021 RAM 5500	4436	Miles	06/01/2024	<b>14: A SERVICE</b>
321 (WT82): 2011 KENWORTH T440	4435	Miles	06/01/2024	<b>14: A SERVICE</b>
313 (WT93): 2021 KENWORTH	4434	Miles	06/01/2024	<b>14: A SERVICE</b>

# Quick WO History

Asset	WO #	Meter	Closed Date	Work Code
237 (BR94): 2002 INTERNATIONAL 4700 4433 <b>Date(s): 06/01/2024 - 06/30/2024</b>		Miles	06/01/2024	<b>14: A SERVICE</b>
227 (New E82): 2022 SMEAL 4432		Miles	06/01/2024	<b>14: A SERVICE</b>
224 (BR82): 2000 INTERNATIONAL 4430		Miles	06/01/2024	<b>14: A SERVICE</b>
216 (E93): 2013 SMEAL METRO STAR 4429		Miles	06/01/2024	<b>14: A SERVICE</b>
214 (E74): 2013 SMEAL METRO STAR 4428		Miles	06/01/2024	<b>14: A SERVICE</b>
210 (E72): 2009 SMEAL METRO STAR 4427		Miles	06/01/2024	<b>14: A SERVICE</b>
209 (E94): 2009 SMEAL METRO STAR 4426		Miles	06/01/2024	<b>14: A SERVICE</b>
202 (E287): 2005 HME INTRUDER 4425		Miles	06/01/2024	<b>14: A SERVICE</b>
224 (BR82): 2000 INTERNATIONAL 4398		206,330.0 Miles		<b>10: B SERVICE</b> Part: 30QRTS; 15W40 Motor Oil Part: 1799; Napa Oil Filter Part: 3403; Napa Fuel filter Part: 2253; Napa Outer Engine Air Filter Part: 2254; Napa Inner Air Filter <b>36: PLUMBING</b> Part: 650449; REV 2.5" Zero to 600 Psi Gauge Part: G25170-0404; Gates #4 JIC swivel crimp fitting Part: G60490-0404; Gates 1/4NPT/#4 Jic Male Part: 85600; Gates 1/4" Hydraulic Hose 20 Feet
227 (New E82): 2022 SMEAL 4397		Miles	06/01/2024	<b>10: B SERVICE</b> Part: 32QRTS; 15W40 Motor Oil Part: LF14002NN; Fleet Guard Oil filter Part: FS20121; Fleet Guard Fuel Filter Part: FF63041NN; Fleet Guard Fuel Filter Part: 9748; Napa Trash Air Filter Labor: 5780466 - NGUYEN, FERSON
220 (E84): 2019 SMEAL METRO STAR 4396		Miles	06/01/2024	<b>13: RADIATOR SYSTEM</b> Part: TVS 0021-83 radiator cap Labor: 6995875 - FAGUNDES, MICHAEL

**A COOPERATIVE AGREEMENT  
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND TABLE MOUNTAIN RANCHERIA**

Made for the following services:

- FIRE PROTECTION
- MEDICAL SERVICES
- RESCUE SERVICES
- FIRE PREVENTION AND CODE ENFORCEMENT
- EMERGENCY DISPATCH SERVICES
- FIRE APPARATUS REPAIR AND MAINTENANCE
- HAZMAT RESPONSE SERVICES

THIS AGREEMENT is entered into and effective this 1st day of July 2024 (“Effective Date”), by and between the Fresno County Fire Protection District (hereinafter referred to as “District”) and the Table Mountain Rancheria, a sovereign Indian Tribe (hereinafter referred to as “TMR”) to provide fire protection services to the TMR. The District and the TMR are sometimes referred to collectively as the “parties” and “party” in the singular in this Agreement. The parties agree as follows:

**SECTION I: PURPOSE**

The purpose of this Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement (“CAL FIRE Agreement”) with the California Department of Forestry and Fire Protection (“CAL FIRE”), to provide fire protection, fire prevention, rescue, emergency dispatch, fire apparatus repair and maintenance, and medical emergency services (herein called “fire protection services”), as set forth in the Standard Response Plan at Exhibit “A”, attached hereto and made a part hereof, to the Table Mountain Rancheria and all of its tribal properties including, but not limited to, the Table Mountain Casino Resort (“TMCR”). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55606, 55632 and 55642, and Health and Safety Code Sections 13861 and 13862, and will provide a unified, cooperative, integrated, and effective fire protection, rescue, and medical aid system. The fire protection services provided under this Agreement shall be consistent and in conformity with the terms and conditions of the CAL FIRE Agreement.

**SECTION II: DESIGNATION OF FIRE CHIEF**

The DISTRICT Fire Chief, appointed by the Board of Directors of the DISTRICT, or their designee (hereinafter referred to as “Chief”), shall represent the DISTRICT during the term of this Agreement. The Chief shall, under the supervision and direction of the DISTRICT’S Board of Directors, have charge of the organization described in Exhibit “B”, attached hereto and made a part hereof, for the purpose of providing fire protection services as deemed necessary to satisfy the needs of both the DISTRICT and the TMR,

except upon those lands where other agencies of government provide the same or similar fire protection services. The TMR recognizes that services under the CAL FIRE Agreement provided by the District are also subject to the provisions of the Fire District Law of 1987 (California Health and Safety Code section 13800 *et seq.*).

### SECTION III: PAYMENT FOR SERVICES

A. TMR shall annually appropriate funds sufficient to support the fire protection services designated at a level of service mutually agreed upon by both parties and as set forth in the Fiscal Detail Sheet at Exhibit "C" attached hereto and made a part hereof. This Exhibit may be amended in writing by mutual agreement of both parties in the event of an increase of salary or expenses, or when TMR requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "C" made necessary by action of the California State Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "C" after being reviewed by the TMR. There shall be no obligation on the part of the TMR to expend or appropriate any sum in excess of the amounts indicated on Exhibit "C", or to exceed the annual appropriation of TMR for the purposes of this Agreement. If within thirty (30) days after the TMR receives written notice from the DISTRICT that the actual cost of maintaining the fire protection services specified in Exhibit "C" as a result of action by the California State Legislature, CAL FIRE, or other public agency will exceed the total amount specified therein, and in the event TMR does not agree to appropriate the necessary additional funds, the DISTRICT shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount related to the amount of unavailable funds, and will promptly provide written notice to the TMR specifying the services to be reduced. If TMR desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "C" and approved in writing by the parties hereto.

2. In the event TMR requests an increase in services and paragraph A.1. of this Section is not applicable, a written amendment to Exhibit "C" may be approved by the parties hereto.

B. The DISTRICT provides fire personnel, equipment, and services through its CAL FIRE Agreement. In the event TMR desires a reduction in STATE civil service employees or services assigned to TMR as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, TMR shall provide one hundred eighty (180) days written notice of the requested reduction. The notification shall include the following:

(1) the total amount of reduction; (2) the effective date of the reduction; and (3) the number of employees, by classification, affected by the proposed reduction.

C. TMR shall pay the DISTRICT actual costs for fire protection services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "C," as it may be amended from time to time. The DISTRICT shall make a claim to TMR for the



actual cost of contracted services, pursuant to Exhibit “C,” on a bi-annual basis with the first payment due on January 31<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>.

D. The Chief is authorized to negotiate and execute any amendments to Exhibit “C” of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT’S Board of Directors. TMR shall designate a “Contract Administrator” who shall, under the supervision and direction of TMR, be authorized to execute amendments to Exhibit “C” on behalf of TMR.

#### SECTION IV: ADDITIONAL OBLIGATIONS OF THE PARTIES

A. DISTRICT will provide staffing, at a level of not less than Three (3) persons daily. DISTRICT will staff an engine, ladder truck, and other equipment at DISTRICT Station 72, which is currently co-located with CAL FIRE Millerton Forest Fire Station, until the new DISTRICT station is complete.

B. DISTRICT shall provide fire protection services to Table Mountain Rancheria (“TMR”) and all of its tribal properties including, but not limited to, the Table Mountain Casino Resort, as well as to the Community of Friant and to the other persons and entities that are serviced by the Millerton Fire Station utilizing the closest available fire protection resources to Table Mountain Rancheria’s tribal properties.

C. DISTRICT agrees to:

1. Provide Fire Safety Awareness training to Table Mountain Casino Resort and Table Mountain Rancheria as requested by TABLE MOUNTAIN RANCHERIA’S EMERGENCY REPRESENTATIVE at mutually agreed upon times and dates. Fire Safety Awareness training shall not include fire suppression skills or techniques.
2. Provide services as may be requested by TABLE MOUNTAIN RANCHERIA, at the costs and rates established in the DISTRICT rate schedule (subject to annual adjustment) which is attached to this Agreement and incorporated herein as Exhibit “D.”
3. Assume command of emergency incidents encompassed by DISTRICT’S provision of fire protection services to the Table Mountain Rancheria and all of its tribal properties including, but not limited to, the Table Mountain Casino Resort. TABLE MOUNTAIN RANCHERIA grants DISTRICT authority to act on its behalf for the control and mitigation of these emergency incidents.
4. During emergency incidents, the District shall maintain contact with the TMR appointed emergency response representative.
5. DISTRICT shall produce a detailed itemization with its invoice of all actual costs associated with the provision of services described in this Agreement.
6. DISTRICT shall, as the provider of services to the TABLE MOUNTAIN

RANCHERIA's tribal properties, perform as an independent contractor with sole control of the manner and means of performing reasonable Fire Protection Services and Fire Protection Services Station/Staffing under, and consistent with, the terms of this Agreement. District shall perform this Agreement according to its own means and methods of providing reasonable services which shall be under the exclusive charge and control of the District, and which shall not be subject to control or supervision by TMR, except to ensure that District is reasonably performing its obligations in accordance with the terms and conditions of this Agreement.

D. TMR agrees to:

1. Beginning July 1, 2024, pay the DISTRICT all sums shown on Exhibit "C" and pay the DISTRICT for all services shown on Exhibit "D" that have been requested in writing by TMR. TMR will only be billed for actual costs not to exceed the contract amount plus any associated administration and operations cost of administering and executing this Agreement, as set forth in DISTRICT invoices. All such administration and operations costs shall not exceed 13% during any 12-month period of service under this Agreement.
2. Allow DISTRICT to enter TMR tribal properties, on mutually agreeable dates and times, to conduct training exercises and pre-incident planning. Except for emergency incident responses, DISTRICT shall provide advance notice to TMR to coordinate prior to entering premises.
3. During emergency incidents, TMR shall appoint an emergency response representative to maintain contact with the District TMR Liaison.

#### SECTION V: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2024, to June 30, 2025**. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party no less than 120 days prior to the expiration of the term hereof. If such notice is given unilaterally by the DISTRICT, except any notice issued because of actions of CAL FIRE, the DISTRICT will continue to provide fire protection services to TMR until such time as TMR has a reasonable opportunity to implement an alternative fire protection service without any further liability on the part of the TMR, except for such bona fide payment(s) that are then due and owing for any services that DISTRICT provided TMR up to the date of termination.

B. One hundred twenty (120) days prior to the date of expiration of this Agreement, TMR shall give the DISTRICT written notice of whether TMR intends to enter into a new Agreement with the DISTRICT for fire protection services and, if so, whether TMR intends to change the level of fire protection services from that provided by this Agreement.

C. If TMR fails to provide such notice, as defined in paragraph B above, the

DISTRICT shall have the option to extend this Agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as the DISTRICT determines in its sole discretion would be appropriate during the extended period of this Agreement, subject to the parties' termination rights set forth in section V(A) above. Six months prior to the date of expiration of this Agreement, the DISTRICT shall give written notice to TMR of any extension of this Agreement and any proposed changes in the level of fire protection services the DISTRICT will provide during the extended period of this Agreement. Reasonable services provided and obligations incurred by the DISTRICT during an extended period shall be accepted by TMR as services and obligations under the terms of this Agreement.

D. The cost of services provided by the DISTRICT during the extended period shall be based upon the amounts that would have been charged TMR during the fiscal year in which the extended period falls had a new Agreement been entered into. Payment by TMR for services rendered by the DISTRICT during the extended period shall be commensurate with the corresponding amounts shown on Exhibit "C," as amended.

#### SECTION VI: TERMINATION

Neither the DISTRICT nor TMR shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section V, unless as otherwise provided in this Agreement.

#### SECTION VII: COOPERATIVE OPERATIONS

All fire protection services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to the DISTRICT may be temporarily dispatched elsewhere from time to time for mutual aid. In the event that the DISTRICT personnel and equipment from the Millerton Station are temporarily dispatched elsewhere for mutual aid, the DISTRICT will temporarily relocate personnel and equipment from another available station to backfill the Millerton Station to ensure that the services under this contract remain available to the Tribe's land during temporary deployment of the Millerton Station personnel and equipment.

#### SECTION VIII: PROPERTY ACCOUNTING

All personal property provided by TMR and by the DISTRICT for the purpose of providing fire protection services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT for the segregation, care, and use of the respective property of each.

#### SECTION IX: INDEMNIFICATION

A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless TMR, its officers, members, agents, attorneys, and employees (collectively, "TMR Personnel") from any and all claims for bodily injury (including death) or economic losses accruing or resulting to any and all TMR Personnel, or any contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT Personnel in the performance of any activities under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to TMR. District's obligations under this Section IX.A. shall be limited to the proportionate extent that claims, losses, damages, or legal proceedings arise and are attributable to District's sole negligence or willful misconduct.

B. TMR, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its appointed officials, officers, agents, attorneys, and employees from any and all claims for bodily injury (including death) or economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this Agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by TMR in the performance of any activities under this Agreement, but only in the event and to the extent that such claim or loss is caused entirely and solely by the negligence or willful misconduct of TMR or its agents, and (except for claims or damages arising from TMR's willful misconduct) only to the extent that such claim or loss is covered by insurance maintained by TMR.

C. Each party will provide the other with a Certificate of Insurance evidencing general commercial, business, vehicle and equipment liability insurance with coverage of \$2 million per occurrence and \$3 million aggregate limits for all liability claims. Such policies shall also name the TMR and District, respectively, as an additional insured. Each party shall furnish the declaration page of the applicable insurance policy to the other.

#### SECTION X: AUDIT

The parties agree that their designated representatives shall have the right to review any deidentified financial records pertaining to the performance of this Agreement, including but not limited to any costs and payments hereunder, for the purpose of an audit. The parties agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

#### SECTION XI: DISPUTES

TMR shall select and appoint a "Contract Administrator" who shall, under the  
Cooperative Fire Agreement

TABLE MOUNTAIN RANCHERIA July 1, 2024 to June 30, 2025

supervision and direction of TMR, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of TMR has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

DISTRICT may also designate a DISTRICT Contract Administer who will meet and confer with TMR's Contract Administrator to attempt to informally resolve any disputes. Unless mutually agreed upon in writing by both parties, the determinations, findings, or conclusions of a single party's Contract Administrator shall not be binding on the other party.

Disputes that are unable to be resolved by TMR and the DISTRICT representatives will attempt to be resolved through arbitration, which shall be conducted by the rules and procedures issued by the American Arbitration Association. If arbitration is unsuccessful, venue for litigation shall be in the United States Court of Federal Claims

#### SECTION XII: ATTORNEY'S FEES

In the event litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

#### SECTION XIII: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, unless the application of any such state law would abrogate the sovereignty or sovereign immunity of Table Mountain Rancheria.

#### SECTION XIV: SOVEREIGN IMMUNITY

Notwithstanding any other provision in this Agreement, nothing in this Agreement shall be deemed or construed as a waiver of the sovereign immunity of the Table Mountain Rancheria. Nothing contained in this Agreement shall be deemed or construed as a consent to the jurisdiction to any court or tribunal. No person or entity other than the General Council of the Table Mountain Rancheria has the authority to grant a waiver of the sovereign immunity of the Table Mountain Rancheria.

#### SECTION XV: DELIVERY OF NOTICES

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

Fresno County Fire  
Protection District  
Fire Chief  
210 S. Academy Ave.  
Sanger, CA 93657

Table Mountain Rancheria  
Tribal Chairperson  
23736 Sky Harbour Road  
P.O. Box 410  
Friant, CA 93626

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

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of fire protection services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement cancels and supersedes any previous Agreement for the same or similar services.

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

Dated: 7.1.24

Table Mountain Rancheria

By: [Signature]

Title: TRIBAL CHAIR

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

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

(SEAL)

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

FRESNO COUNTY FIRE PROTECTION DISTRICT

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

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

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

By: \_\_\_\_\_

## Exhibit A

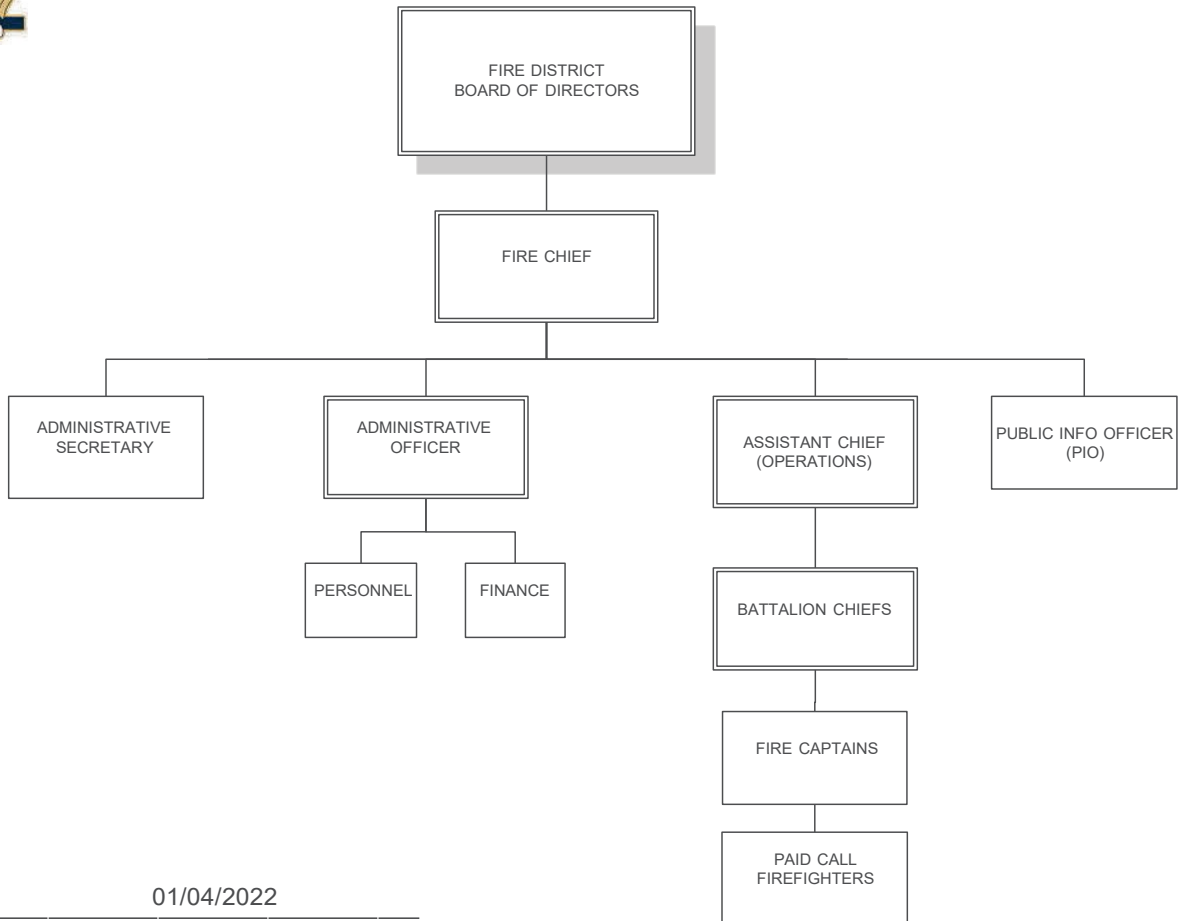
### Fresno County Fire Protection District Standard Response Plan

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

# EXHIBIT B



## FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART



01/04/2022

DUSTIN HAIL, FIRE CHIEF

DATE



**EXHIBIT C**

**Fresno County Fire Protection District and Table Mountain Rancheria Agreement Fiscal Detail Sheet**

Estimated Operating Budget for July 1, 2024 thru June 30, 2025 (12 Months / 13 work periods)

3 Person Staffing-4 FC, 5 FAE, W/ Ladder Truck and Engine Crossed Staffed

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS 93.93%	TOTAL COST	Table Mountain Cost Share	FCFPD Cost Share
<b>Salaries</b>								
Fire Captain (FC)	3	\$6,950	12	\$250,200	\$235,013	\$485,213	\$485,213	\$0
Fire Apparatus Engineer (FAE)	4	\$5,718	12	\$274,470	\$257,809	\$532,279	\$532,279	\$0
Fire Captain (FC)	1	\$6,950	12	\$83,400	\$78,338	\$161,738		\$161,738
Fire Apparatus Engineer (FAE)	1	\$5,718	12	\$68,617	\$64,452	\$133,070		\$133,070
<b>Extended Duty Week Compensation</b>								
Fire Captain	3	\$3,841	13	\$149,799	\$86,853	\$236,652	\$236,652	\$0
Fire Apparatus Engineer	4	\$5,978	13	\$310,856	\$180,234	\$491,090	\$491,090	\$0
Fire Captain	1	\$3,841	13	\$49,933	\$28,951	\$78,884		\$78,884
Fire Apparatus Engineer	1	\$5,978	13	\$77,714	\$45,059	\$122,773		\$122,773
<b>Overtime</b>								
Overtime				\$324,000	\$4,698	\$328,698	\$0	\$328,698
<b>Uniforms</b>								
Uniforms (Perm)	9	\$177.50	12	\$19,170	\$278	\$19,448	\$15,126	\$4,322
<b>Sub-Total Personnel Services</b>						<b>\$2,589,845</b>	<b>\$1,760,361</b>	<b>\$829,484</b>
<b>Contract Administrative Fee</b>				<b>12.10%</b>		\$313,371	\$213,004	\$100,368
<b>TOTAL PERSONNEL SERVICES</b>						<b>\$2,903,216</b>	<b>\$1,973,365</b>	<b>\$929,851</b>
<b>Operating</b>								
Operating Expenses (Fleet, Training, Utilities, Maintenance, Services, Supplies, etc.)						\$550,000	\$0	\$550,000
Fire Training Sponsorship of TMR members at the Mid Valley Regional Fire Training Center						\$2,500	\$0	\$2,500
<b>TOTAL OPERATIONS</b>						<b>\$552,500</b>	<b>\$0</b>	<b>\$552,500</b>
<b>GRAND TOTAL ESTIMATED COST FOR JULY 1, 2024 - June 30, 2025*</b>						<b>\$3,455,716</b>	<b>\$1,973,365</b>	<b>\$1,482,351</b>

**Notes:**

\*TMR is invoiced on actual expenses not to exceed the estimated amount identified above.

**A COOPERATIVE AGREEMENT  
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND THE CITY OF COALINGA**

Made for the following services:

- FIRE PROTECTION
- MEDICAL SERVICES
- RESCUE SERVICES
- FIRE PREVENTION AND CODE ENFORCEMENT
- EMERGENCY DISPATCH SERVICES
- INCIDENT RESPONSE SOFTWARE
- FIRE APARATUS REPAIR AND MAINTENANCE
- HAZMAT RESPONSE SERVICES

THIS AGREEMENT, made and entered into and effective this 1st day of July, 2024, by and between The Fresno County Fire Protection District (hereinafter referred to as "DISTRICT") and the City of Coalinga (hereinafter referred to as "CITY"), whereby it is agreed as follows:

Article I.      SECTION I: PURPOSE

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide the CITY with Emergency Dispatch Services and Incident Response Software (hereinafter called "Fire Protection Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire protection services. The parties hereto understand and agree that services to be provided under this agreement must be consistent with the terms and conditions of the CAL FIRE Agreement and that no services may be provided by the District under this agreement and the District is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The DISTRICT Fire Chief appointed by the Board of Directors of the DISTRICT, or his designee, (hereinafter referred to as "Chief") shall represent the DISTRICT during the period of this Agreement and Chief shall, under the supervision and direction of the DISTRICT'S Board of Directors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Protection Services as deemed necessary to satisfy the needs of both the

DISTRICT and the CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

B. CITY shall assign an existing Chief Officer or designee as the CITY contract representative ("CITY Representative"). The DISTRICT Fire Chief shall communicate with the CITY Representative for directing the fire protection services provided to CITY as set forth in Exhibit "B".

C. The DISTRICT will be allowed flexibility in the assignment of available personnel and equipment in order to provide the fire protection services, rescue and medical aid services as agreed upon herein. (Except for Emergency Dispatch Services Contracts)

### SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the fire services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "C." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when CITY requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "C" made necessary by action of the Legislature, CAL FIRE or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "C." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of CITY for the purposes of the Agreement. Except for unscheduled repairs to CITY owned equipment. These costs will be billed at an hourly shop rate plus actual costs of parts. If within thirty (30) days after notice, in writing, from the DISTRICT to CITY that the actual cost of maintaining the services specified in Exhibit "C" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY has failed to agree to make available the necessary additional funds, the DISTRICT shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "C" to this Agreement shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "C" and approved by the parties hereto.

2. In the event the CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "C" may be approved by the parties hereto.

B. The DISTRICT provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event the CITY desires a reduction in STATE civil service employees or services assigned to the CITY as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by STATE because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay the DISTRICT actual costs for Fire Protection Services pursuant to this agreement in an amount not to exceed that set forth in Exhibit "C," as amended. The DISTRICT shall make a claim to the CITY for the actual cost of contracted services, pursuant to Exhibit "C," on an annual basis with the payment due on January 31<sup>st</sup> covering the period July 1<sup>st</sup> thru June 30<sup>th</sup>. CITY shall pay the claim within thirty (30) days after receipt thereof.

D. The DISTRICT Fire Chief is authorized to negotiate and execute any amendments to Exhibit "C" of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT'S Board of Directors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of the CITY, be authorized to execute amendments to Exhibit "C" on behalf of the CITY.

#### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2024 to June 30, 2025**. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than 90 days prior to the expiration of the term hereof. If such notice is given unilaterally by the DISTRICT except any notice issued because of actions of CAL FIRE or CITY, the DISTRICT agrees to continue to provide Fire Protection Services to CITY until such time as CITY has a reasonable opportunity to implement an alternative fire protection service.

B. Ninety (90) days prior to the date of expiration of this agreement, CITY shall give the DISTRICT written notice of whether CITY intends to enter into a new agreement with the DISTRICT for Fire Protection Services and, if so, whether CITY intends to change the level of fire protection services from that provided by this agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, the DISTRICT shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as the DISTRICT determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, the

DISTRICT shall give written notice to the CITY of any extension of this agreement and any changes in the level of fire protections services the DISTRICT will provide during the extended period of this agreement. Services provided and obligations incurred by the DISTRICT during an extended period shall be accepted by CITY as services and obligations under the terms of this agreement.

D. The cost of services provided by the DISTRICT during the extended period shall be based upon the amounts that would have been charged CITY during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by CITY for services rendered by the DISTRICT during the extended period shall be provided as set forth in Exhibit "C," as amended.

#### SECTION V: TERMINATION

Neither the DISTRICT nor the CITY shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section IV. This Agreement may, however, be terminated by the voters of either the DISTRICT or the CITY pursuant to Government Code §55603.5. (Except for Emergency Dispatch Services Contracts)

#### SECTION VI: COOPERATIVE OPERATIONS

All fire protection services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or the DISTRICT may be temporarily dispatched elsewhere from time to time for mutual aid.

#### SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, the DISTRICT shall, at the written request of CITY, demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. The DISTRICT, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY. (Except for Emergency Dispatch Services Contracts)

#### SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, the DISTRICT may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this agreement, the DISTRICT may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates the DISTRICT as its agent in said collection proceedings. In the

event of recovery, the DISTRICT shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, the DISTRICT shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

#### SECTION IX: PROPERTY ACCOUNTING

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

#### SECTION X: INDEMNIFICATION

A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to CITY or from acts not within the scope of duties to be performed pursuant to this agreement.

B. CITY, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by CITY in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the DISTRICT or from acts not within the scope of duties to be performed pursuant to this agreement.

C. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than \$1,000,000.00

#### SECTION XI: AUDIT

The DISTRICT/CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the

performance of this Agreement. The DISTRICT/CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the DISTRICT Fire Chief that a situation exists under this agreement in which a decision to serve the interest of CITY has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

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

SECTION XIII: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this agreement, the DISTRICT may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

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

SECTION XIV: DELIVERY OF NOTICES

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

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

CITY OF COALINGA

Fire Chief

\_\_\_\_\_

210 S. Academy Ave.

\_\_\_\_\_

Sanger, CA 93657

\_\_\_\_\_

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

SECTION XV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire protection services (only). It may be amended or modified upon the mutual written consent of the parties hereto. This agreement does NOT supplement other specific agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services.

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

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

CITY OF COALINGA

By: \_\_\_\_\_

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

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

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

(SEAL)

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

FRESNO COUNTY FIRE  
PROTECTION DISTRICT



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

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

By: \_\_\_\_\_

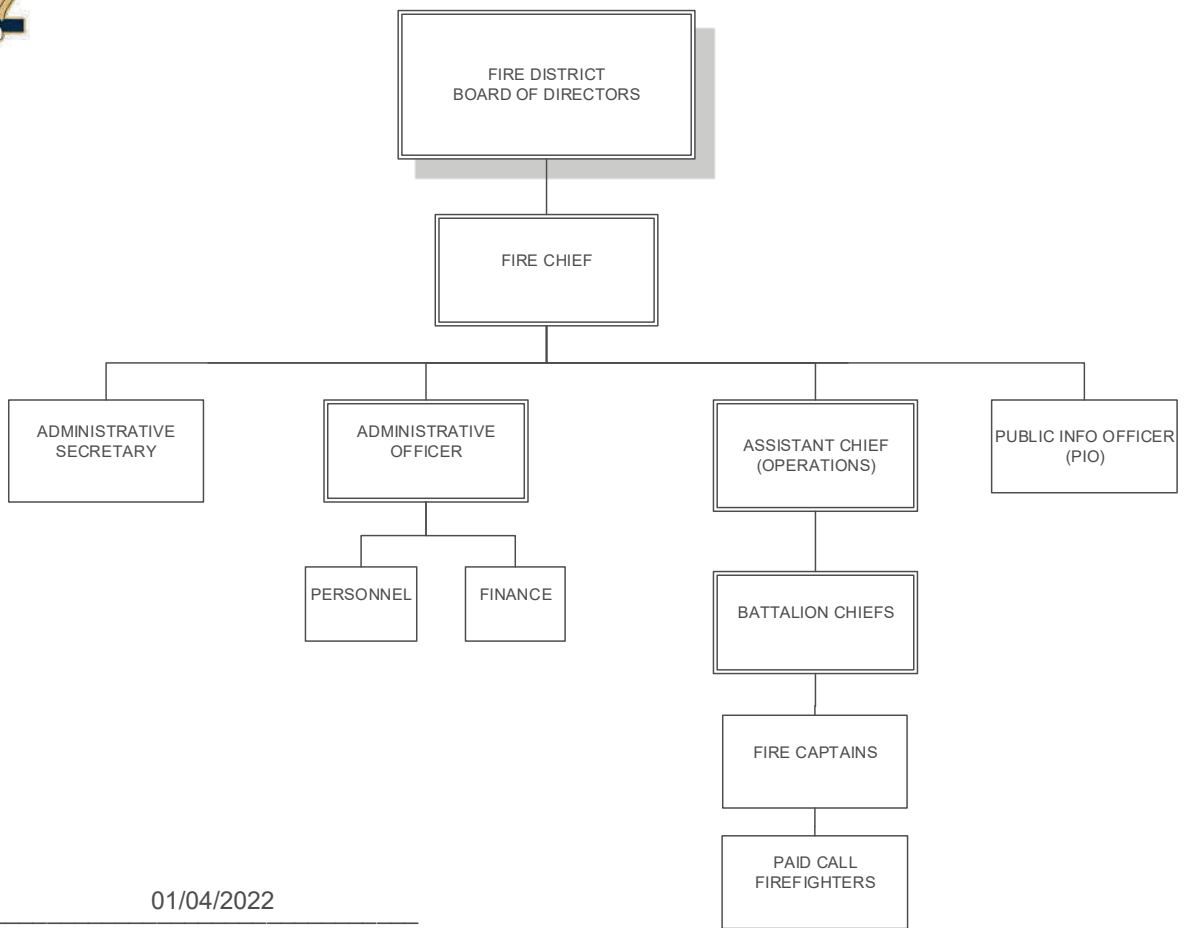
\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

(SEAL)



# FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART

EXHIBIT A



01/04/2022

DUSTIN HAIL, FIRE CHIEF

DATE

EXHIBIT B

Fresno-Kings Standard Response Plan

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

See **Special Notifications & Notes** on opposite side



**A COOPERATIVE AGREEMENT  
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND AUBERRY VOLUNTEER FIRE DEPARTMENT**

Made for the following services:

- FIRE PROTECTION
- MEDICAL SERVICES
- RESCUE SERVICES
- FIRE PREVENTION AND CODE ENFORCEMENT
- EMERGENCY DISPATCH SERVICES
- FIRE APARATUS REPAIR AND MAINTENANCE
- HAZMAT RESPONSE SERVICES

THIS AGREEMENT, made and entered into and effective this 1st day of July, 2024, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the Auberry Volunteer Fire Department (hereinafter referred to as "AVFD"), whereby it is agreed as follows:

Article I.     SECTION I: PURPOSE

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide AVFD with Emergency Dispatch and Fire Prevention and Code Enforcement Services (hereinafter called "fire protection services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire protection, rescue, and medical aid system. The parties hereto understand and agree that services to be provided under this agreement must be consistent with the terms and conditions of the CAL FIRE Agreement and that no services may be provided by the District under this agreement and the District is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

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

B. AVFD may budget for the position of a Deputy Chief or a Division Fire Chief or the DISTRICT may assign an existing Chief Officer as the contract AVFD representative ("AVFD Representative"). The DISTRICT Fire Chief may delegate certain authority to the AVFD Representative, as the Chief's duly authorized designee and the AVFD Representative shall be responsible for directing the fire protection services provided to AVFD as set forth in Exhibit "B".

C. The DISTRICT will be allowed flexibility in the assignment of available personnel and equipment in order to provide the fire protection services, rescue and medical aid services as agreed upon herein.

### SECTION III: PAYMENT FOR SERVICES

A. AVFD shall annually appropriate a fiscal year budget to support the fire services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "C." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when AVFD requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "C" made necessary by action of the Legislature, CAL FIRE or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "C." There shall be no obligation on the part of AVFD to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of AVFD for the purposes of the Agreement. Except for unscheduled repairs to AVFD owned equipment. These costs will be billed at an hourly shop rate plus actual costs of parts. If within thirty (30) days after notice, in writing, from the DISTRICT to AVFD that the actual cost of maintaining the services specified in Exhibit "C" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and AVFD has failed to agree to make available the necessary additional funds, the DISTRICT shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify AVFD, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "C" to this Agreement shall not be subject to relocation expense reimbursement by AVFD. If AVFD desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "C" and approved by the parties hereto.

2. In the event AVFD requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "C" may be approved by the parties hereto.

B. The DISTRICT provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event AVFD desires a reduction in STATE civil service employees or services assigned to AVFD as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, AVFD shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, AVFD shall reimburse COUNTY for relocation costs incurred by STATE because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. AVFD shall pay the DISTRICT actual costs for fire protection services pursuant to this agreement in an amount not to exceed that set forth in Exhibit "C," as amended. The DISTRICT shall make a claim to AVFD for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on March 1<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>. AVFD shall pay the claim within thirty (30) days after receipt thereof.

D. The DISTRICT Fire Chief is authorized to negotiate and execute any amendments to Exhibit "C" of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT'S Board of Directors. AVFD shall designate a "Contract Administrator" who shall, under the supervision and direction of AVFD, be authorized to execute amendments to Exhibit "C" on behalf of AVFD.

#### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2024 to June 30, 2025**. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than 90 days prior to the expiration of the term hereof. If such notice is given unilaterally by the DISTRICT except any notice issued because of actions of CAL FIRE or AVFD, the DISTRICT agrees to continue to provide fire protection services to AVFD until such time as AVFD has a reasonable opportunity to implement an alternative fire protection service. In no event shall this Agreement be terminated by either party prior to June 30, 2023.

B. Ninety (90) days prior to the date of expiration of this agreement, AVFD shall give the DISTRICT written notice of whether AVFD intends to enter into a new agreement with the DISTRICT for fire protection services and, if so, whether AVFD intends to change the level of fire protection services from that provided by this agreement.

C. If AVFD fails to provide such notice, as defined in paragraph B above, the DISTRICT shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or

reduced level as the DISTRICT determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, the DISTRICT shall give written notice to AVFD of any extension of this agreement and any changes in the level of fire protections services the DISTRICT will provide during the extended period of this agreement. Services provided and obligations incurred by the DISTRICT during an extended period shall be accepted by AVFD as services and obligations under the terms of this agreement.

D. The cost of services provided by the DISTRICT during the extended period shall be based upon the amounts that would have been charged AVFD during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by AVFD for services rendered by the DISTRICT during the extended period shall be provided as set forth in Exhibit "C," as amended.

#### SECTION V: TERMINATION

Neither the DISTRICT nor AVFD shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section IV. This Agreement may, however, be terminated by the voters of either the DISTRICT or the AVFD pursuant to Government Code §55603.5.

#### SECTION VI: COOPERATIVE OPERATIONS

All fire protection services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either AVFD or the DISTRICT may be temporarily dispatched elsewhere from time to time for mutual aid.

#### SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, the DISTRICT shall, at the written request of AVFD, demand payment of charges and seek reimbursement of AVFD costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. The DISTRICT, in seeking said reimbursement, will represent the AVFD in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of AVFD costs, less extraordinary collection expenses, will be credited to the AVFD.

#### SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, the DISTRICT may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using AVFD equipment and personnel under the terms of this agreement, the DISTRICT may, on request of AVFD, bring such an action for collection of costs incurred by AVFD. In such a case AVFD



appoints and designates the DISTRICT as its agent in said collection proceedings. In the event of recovery, the DISTRICT shall apportion to AVFD its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, the DISTRICT shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by AVFD.

#### SECTION IX: PROPERTY ACCOUNTING

All personal property provided by AVFD and by the DISTRICT for the purpose of providing fire protection services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT Fire Department for the segregation, care, and use of the respective property of each.

#### SECTION X: INDEMNIFICATION

A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless AVFD, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to AVFD or from acts not within the scope of duties to be performed pursuant to this agreement.

B. AVFD, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by AVFD in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the DISTRICT or from acts not within the scope of duties to be performed pursuant to this agreement.

C. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than \$1,000,000.00

#### SECTION XI: AUDIT

The DISTRICT/AVFD agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the

performance of this Agreement. The DISTRICT/AVFD agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XII: DISPUTES

AVFD shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of AVFD, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the DISTRICT Fire Chief that a situation exists under this agreement in which a decision to serve the interest of AVFD has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

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

SECTION XIII: ATTORNEY'S FEES

If AVFD fails to remit payments for services rendered pursuant to any provision of this agreement, the DISTRICT may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

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

SECTION XIV: DELIVERY OF NOTICES

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

Fresno County Fire  
Protection District

Fire Chief

210 S. Academy Ave.

Sanger, CA 93657

AUBERRY VOLUNTEER  
FIRE DEPARTMENT

R. Moore

33367 Auberry Rd

Auberry, CA. 93602

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

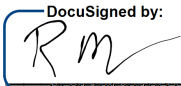
SECTION XV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of fire protection services. It may be amended or modified upon the mutual written consent of the parties hereto. This agreement does NOT supplement other specific agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services.

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

Dated: 7/3/2024

AUBERRY VOLUNTEER  
FIRE DEPARTMENT

By:  \_\_\_\_\_  
DocuSigned by:  
TB49ED3E2CD34A3...

Title: Asst. Chief

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

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

(SEAL)

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

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

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

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

By: \_\_\_\_\_

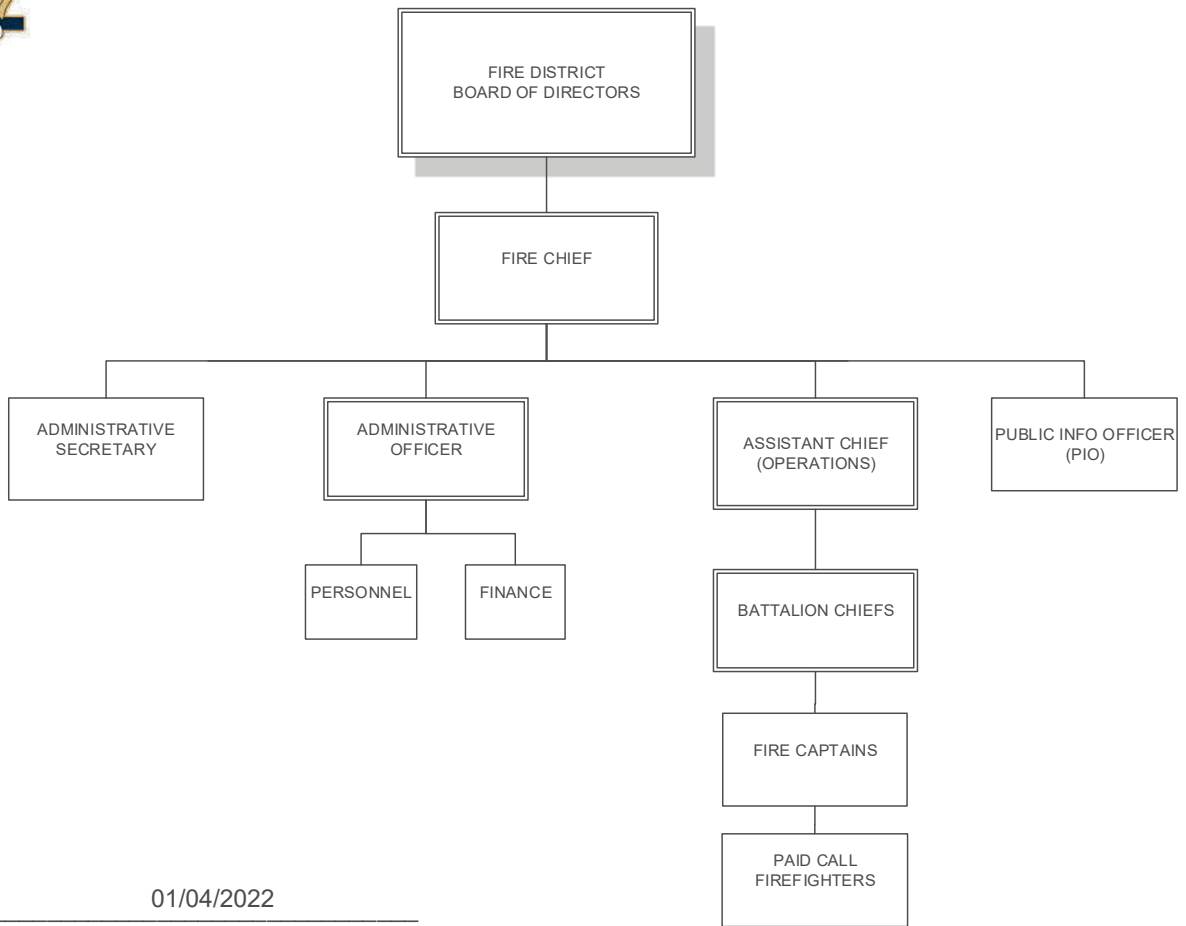
\_\_\_\_\_  
FRESNO COUNTY FIRE  
PROTECTION DISTRICT  
LEGAL COUNSEL

(SEAL)



# FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART

EXHIBIT A



01/04/2022

DUSTIN HAIL, FIRE CHIEF

DATE

Fresno-Kings Standard Response Plan

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

See **Special Notifications & Notes** on opposite side

**Exhibit C - Estimate**

Auberry Volunteer Fire Department

FY 24/25 Cost Estimate for July 1, 2024 through June 30, 2025

Dispatch and Protection Planning Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
<b>Salaries - Dispatch</b>					<b>67.28%</b>	
Communications Operator	1	\$4,932.00	1.00	\$4,932.00	\$3,318.25	8,250.25
<b>Extended Duty Week Compensation</b>						
Not Applicable						
<b>Uniforms</b>					<b>0.00%</b>	
Uniforms-Communications Operator	1	\$104.17	1.00	\$104.17	\$0.00	104.17
<b>Overtime</b>					<b>1.45%</b>	
Overtime	1	\$0.00	1.00	\$0.00	\$0.00	0.00
<b>Sub-Total Dispatch Personnel Services</b>						<b>8,354.42</b>
CAL FIRE Administrative Rate for Personnel.				<b>12.10%</b>		1,010.88
<b>Total Dispatch Personnel Services</b>						<b>9,365.30</b>
<b>Salaries- Protection and Planning</b>						
	Number	Salary With Benefits	Months	Sub-Total		
Fire Inspector	1	\$6,031	0.50	\$3,015.50		3,015.50
Uniform Expense	1	\$50	0.50	\$25.00		25.00
<b>Sub-Total Protection &amp; Planning Personnel Services</b>						<b>3,040.50</b>
<b>Operating</b>						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
<b>Sub-Total Personnel Services / Operating Expenses</b>						<b>3,040.50</b>
FCFPD Administrative Fee - 10% for Personnel and Operating Expenses				<b>10.00%</b>		304.05
<b>Total Protection &amp; Planning Personnel Services and Operations</b>						<b>3,344.55</b>
<b>GRAND TOTAL ESTIMATED COST FOR 2024/2025 FISCAL YEAR</b>						<b>12,709.85</b>

**COOPERATIVE AGREEMENT  
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT  
AND THE BALD MOUNTAIN FIRE PROTECTION DISTRICT**

Made for the following services:

- FIRE PROTECTION
- MEDICAL SERVICES
- RESCUE SERVICES
- FIRE PREVENTION AND CODE ENFORCEMENT
- EMERGENCY DISPATCH SERVICES
- FIRE APARATUS REPAIR AND MAINTENANCE
- HAZMAT RESPONSE SERVICES

THIS AGREEMENT, made and entered into and effective this 1st day of July, 2024, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the Bald Mountain Fire Protection District (BALD MTN FPD), whereby it is agreed as follows:

Article I.     SECTION I: PURPOSE

The purpose of the Agreement is to arrange for the DISTRICT, through its Cooperative Fire Protection Programs and current Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide BALD MTN FPD with Emergency Dispatch, Fire Prevention and Code Enforcement Services (hereinafter called "fire protection services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide fire protection services. The parties hereto understand and agree that services to be provided under this agreement must be consistent with the terms and conditions of the CAL FIRE Agreement and that no services may be provided by the District under this agreement and the District is under no obligation to provide services under this agreement that are not consistent and in conformity with the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

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



B. BALD MTN FPD shall assign an existing Chief Officer or designee as the BALD MTN FPD contract representative ("Bald Mountain Fire Protection District Representative"). The DISTRICT Fire Chief shall communicate with the Bald Mountain Fire Protection District Representative for directing the fire protection services provided to BALD MTN FPD as set forth in Exhibit "B".

C. The DISTRICT will be allowed flexibility in the assignment of available personnel and equipment in order to provide the fire protection services, rescue and medical aid services as agreed upon herein. (Except for Emergency Dispatch Services Contracts)

### SECTION III: PAYMENT FOR SERVICES

A. BALD MTN FPD shall annually appropriate a fiscal year budget to support the fire services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "C." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when BALD MTN FPD requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "C" made necessary by action of the Legislature, CAL FIRE or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "C." There shall be no obligation on the part of BALD MTN FPD to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of BALD MTN FPD for the purposes of the Agreement. Except for unscheduled repairs to BALD MTN FPD owned equipment. These costs will be billed at an hourly shop rate plus actual costs of parts. If within thirty (30) days after notice, in writing, from the DISTRICT to BALD MTN FPD that the actual cost of maintaining the services specified in Exhibit "C" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and BALD MTN FPD has failed to agree to make available the necessary additional funds, the DISTRICT shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify BALD MTN FPD, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "C" to this Agreement shall not be subject to relocation expense reimbursement by BALD MTN FPD. If BALD MTN FPD desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "C" and approved by the parties hereto.

2. In the event BALD MTN FPD requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "C" may be approved by the parties hereto.

B. The DISTRICT provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event BALD MTN FPD desires a reduction in STATE civil service employees or services assigned to BALD MTN FPD as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, BALD MTN FPD shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction; and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, BALD MTN FPD shall reimburse COUNTY for relocation costs incurred by STATE because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. BALD MTN FPD shall pay the DISTRICT actual costs for fire protection services pursuant to this agreement in an amount not to exceed that set forth in Exhibit "C," as amended. The DISTRICT shall make a claim to BALD MTN FPD for the actual cost of contracted services, pursuant to Exhibit "C," on a bi-annual basis with the first payment due on January 31<sup>st</sup>, covering the period July 1<sup>st</sup> thru December 31<sup>st</sup>. The second payment will be due on July 31<sup>st</sup>, covering the period January 1<sup>st</sup> thru June 30<sup>th</sup>. BALD MTN FPD shall pay the claim within thirty (30) days after receipt thereof.

D. The DISTRICT Fire Chief is authorized to negotiate and execute any amendments to Exhibit "C" of this Agreement on behalf of the DISTRICT without further authority from the DISTRICT'S Board of Directors. BALD MTN FPD shall designate a "Contract Administrator" who shall, under the supervision and direction of BALD MTN FPD, be authorized to execute amendments to Exhibit "C" on behalf of BALD MTN FPD.

#### SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2024, to June 30, 2025**. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than 90 days prior to the expiration of the term hereof. If such notice is given unilaterally by the DISTRICT except any notice issued because of actions of CAL FIRE or BALD MTN FPD, the DISTRICT agrees to continue to provide fire protection services to BALD MTN FPD until such time as BALD MTN FPD has a reasonable opportunity to implement an alternative fire protection service. In no event shall this Agreement be terminated by either party prior to June 30, 2023.

B. Ninety (90) days prior to the date of expiration of this agreement, BALD MTN FPD shall give the DISTRICT written notice of whether BALD MTN FPD intends to enter into a new agreement with the DISTRICT for fire protection services, if so, whether BALD MTN FPD intends to change the level of fire protection services from that provided by this agreement.

C. If BALD MTN FPD fails to provide such notice, as defined in paragraph B above, the DISTRICT shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same

or reduced level as the DISTRICT determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, the DISTRICT shall give written notice to BALD MTN FPD of any extension of this agreement and any changes in the level of fire protections services the DISTRICT will provide during the extended period of this agreement. Services provided and obligations incurred by the DISTRICT during an extended period shall be accepted by BALD MTN FPD as services and obligations under the terms of this agreement.

D. The cost of services provided by the DISTRICT during the extended period shall be based upon the amounts that would have been charged BALD MTN FPD during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by BALD MTN FPD for services rendered by the DISTRICT during the extended period shall be provided as set forth in Exhibit "C," as amended.

#### SECTION V: TERMINATION

Neither the DISTRICT nor BALD MTN FPD shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section IV. This Agreement may, however, be terminated by the voters of either the DISTRICT or the BALD MTN FPD pursuant to Government Code §55603.5. (Except for Emergency Dispatch Services Contracts)

#### SECTION VI: COOPERATIVE OPERATIONS

All fire protection services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either BALD MTN FPD or the DISTRICT may be temporarily dispatched elsewhere from time to time for mutual aid.

#### SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, the DISTRICT shall, at the written request of BALD MTN FPD, demand payment of charges and seek reimbursement of BALD MTN FPD costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. The DISTRICT, in seeking said reimbursement, will represent the BALD MTN FPD in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of BALD MTN FPD costs, less extraordinary collection expenses, will be credited to the BALD MTN FPD. (Except for Emergency Dispatch Services Contracts)

## SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, the DISTRICT may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using BALD MTN FPD equipment and personnel under the terms of this agreement, the DISTRICT may, on request of BALD MTN FPD, bring such an action for collection of costs incurred by BALD MTN FPD. In such a case BALD MTN FPD appoints and designates the DISTRICT as its agent in said collection proceedings. In the event of recovery, the DISTRICT shall apportion to BALD MTN FPD its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, the DISTRICT shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by BALD MTN FPD.

## SECTION IX: PROPERTY ACCOUNTING

All personal property provided by BALD MTN FPD and by the DISTRICT for the purpose of providing Emergency Dispatch Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the DISTRICT Fire Department for the segregation, care, and use of the respective property of each.

## SECTION X: INDEMNIFICATION

A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless BALD MTN FPD, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to BALD MTN FPD or from acts not within the scope of duties to be performed pursuant to this agreement.

B. BALD MTN FPD, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under this agreement; and from any and all claims and losses accruing or

resulting to any person, firm or corporation who may be injured or damaged by BALD MTN FPD in the performance of any activities under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the DISTRICT or from acts not within the scope of duties to be performed pursuant to this agreement.

C. Each party will provide the other with a Certificate of Insurance with liability coverage shown in an amount of not less than \$1,000,000.00

#### SECTION XI: AUDIT

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

#### SECTION XII: DISPUTES

BALD MTN FPD shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of BALD MTN FPD, be available for contract resolution or policy intervention with the DISTRICT, when, upon determination by the DISTRICT Fire Chief that a situation exists under this agreement in which a decision to serve the interest of BALD MTN FPD has the potential to conflict with the DISTRICT interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

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

#### SECTION XIII: ATTORNEY'S FEES

If BALD MTN FPD fails to remit payments for services rendered pursuant to any provision of this agreement, the DISTRICT may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

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

SECTION XIV: DELIVERY OF NOTICES

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

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

Fire Chief

210 S. Academy Ave.

Sanger, CA 93657

BALD MOUNTAIN FIRE  
PROTECTION DISTRICT

R. Moore

41967 Auberry Rd

Auberry, CA. 93602

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

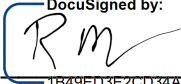
SECTION XV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Prevention and Code Enforcement and Emergency Dispatch Services. It may be amended or modified upon the mutual written consent of the parties hereto. This agreement does NOT supplement other specific agreements entered into by both partners for equipment or facilities, and excepting those equipment or facilities agreements, this agreement cancels and supersedes any previous agreement for the same or similar services.

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

Dated: 7/3/2024

BALD MOUNTAIN FIRE  
PROTECTION DISTRICT

By:  1B49ED3E2CD34A3...

Title: chief

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_

\_\_\_\_\_

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

(SEAL)

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

FRESNO COUNTY FIRE  
PROTECTION DISTRICT

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

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

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

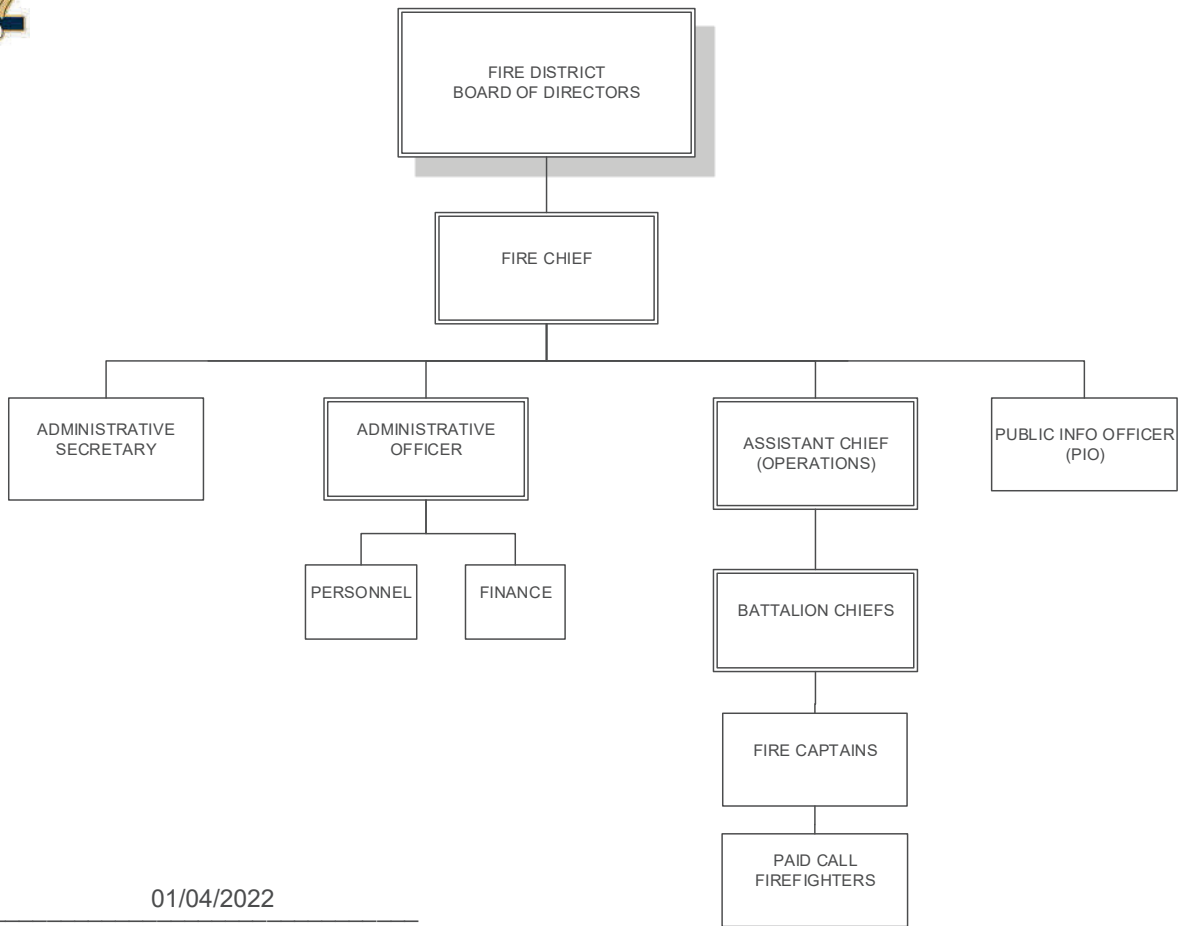
By: \_\_\_\_\_

(SEAL)



# FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART

EXHIBIT A



01/04/2022

DUSTIN HAIL, FIRE CHIEF

DATE



Fresno-Kings Standard Response Plan

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

See **Special Notifications & Notes** on opposite side

**Exhibit C - Estimate**

Bald Mountain Fire Protection District

FY 24/25 Cost Estimate for July 1, 2024 through June 30, 2025

Dispatch and Protection Planning Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
<b>Salaries</b>					<b>67.28%</b>	
Communications Operator	1	\$4,932.00	0.33	\$1,627.56	\$1,095.02	2,722.58
<b>Extended Duty Week Compensation</b>					<b>0.00%</b>	
Not Applicable						
<b>Uniforms</b>					<b>0.00%</b>	
Uniforms-Communications Operator	1	\$104.17	0.33	\$34.38	\$0.00	34.38
<b>Overtime</b>					<b>1.45%</b>	
Overtime	1	\$0.00	0.33	\$0.00	\$0.00	0.00
<b>Sub-Total Dispatch Personnel Services</b>						<b>2,756.96</b>
CAL FIRE Administrative Rate for Personnel.					<b>12.10%</b>	333.59
<b>Total Dispatch Personnel Services</b>						<b>3,090.55</b>
<b>Salaries - Protection and Planning</b>						
	Number	Salary With Benefits	Months	Sub-Total		
Fire Inspector	1	\$6,031	0.13	\$784.03		784.03
Uniform Expense	1	\$50	0.13	\$6.50		6.50
<b>Sub-Total Protection &amp; Planning Personnel Services</b>						<b>790.53</b>
<b>Operating</b>						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
<b>Sub-Total Personnel Services / Operating Expenses</b>						<b>790.53</b>
FCFPD Administrative Fee - 10% for Personnel / Operating Expenses					<b>10.00%</b>	79.05
<b>Total Protection and Planning Personnel Services and Operations</b>						<b>869.58</b>
<b>Total Estimated Cost</b>						<b>3,960.13</b>
Less 75% discount due to the Creek Fire impact						2,970.10
<b>GRAND TOTAL ESTIMATED COST FOR 2024/2025 FISCAL YEAR</b>						<b>990.03</b>

**PROPERTY TAX ALLOCATION  
AGREEMENT BETWEEN  
THE CITY OF FOWLER  
AND  
THE FRESNO COUNTY FIRE PROTECTION DISTRICT**

This Property Tax Allocation Agreement (“Agreement”) is entered into and effective August 1, 2024 (“Effective Date”), between the City of Fowler, a California general law city and municipal corporation (“City”) and the Fresno County Fire Protection District (“District”), a local fire protection district organized and existing as a California Special District under provisions of the Fire Protection District Law of 1987 (Health & Safety Code Section 13800 *et seq.*) with respect to the following Recitals, which are incorporated as a substantive part of this Agreement.

**RECITALS**

**WHEREAS**, the District is the primary provider of fire suppression, prevention, rescue, emergency medical services and hazardous material emergency response and other services relating to the protection of lives and property (“Fire Protection Services”) within its territorial limits, which includes areas near the incorporated centers of the County of Fresno (“County”), including the City. Current District boundaries are reflected in **Exhibit 1**, attached and incorporated by this reference. The District also provides Fire Protection Services to certain incorporated cities and substantial portions of unincorporated areas within the County; and

**WHEREAS**, the City is responsible for providing Fire Protection Services within its corporate limits and currently fulfills that responsibility by contracting with District to provide Fire Protection Services for City within its corporate limits; and

**WHEREAS**, the District's primary source of funding comes from general purpose *ad valorem* property tax revenue from all real property within its territory (property taxes). The revenue within involved tax rate areas is based on the combined “parent zone” and applicable “service zone” tax rates to the taxable value of the real property within such territory; and

**WHEREAS**, from time to time in connection with proposed property development, territory within the District is annexed into the City and detached from the District. To address the impact of the resulting loss of property tax revenue on District facilities, equipment and personnel and partially mitigate impacts upon the District from annexations and detachments, Fresno County Local Agency Formation Commission (“LAFCo”) policy requires the City and District to reach an agreement governing the transition of Fire Protection Services: and

**WHEREAS**, for the past 30 years District and the incorporated cities in the County have operated under transition agreements, the most recent covering the last

ten (10) years (the “2014 Service Agreement For Annexations and Automatic Aid Agreement”), under which the City agreed to pay District a yearly sum of money upon annexation and detachment of property reflecting a percentage of Property Taxes the District would have received had the property not been annexed for a period of 10 years; and

**WHEREAS**, the District and City desire to enter into a new agreement under substantially the same terms, removing obsolete language, and providing for a new 10 year term with an option for the parties to extend the term for an additional 10 years; and

**WHEREAS**, the intent of this Agreement is to apply to all unincorporated areas that are within the jurisdictional boundaries of the District which may be subject to annexation to the City.

### **AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

1. Effect of Recitals. The foregoing Recitals are incorporated in and are a part of this Agreement.

2. Allocation and Payment of Property Taxes.

a. Upon the effective date of annexations/reorganizations of property (“Affected Territory”) into the City and detachment of the Affected Territory from the District, the real property tax previously imposed on the Affected Territory, and collected and allocated by Fresno County for the benefit of the District (“Base Year Allocation” or “BYA”) shall continue to be collected by the County from the City's portion of real property taxes, but paid to the City and the City shall allocate and pay the BYA for the Affected Territory to the District for a period of 10 years from the effective date of the specific reorganization. The BYA shall include any increase up to two percent (2%) per annum imposed by the County in accordance with the constitutional rate. Other than a potential up to 2% annual increase in the BYA, the District will not be eligible to receive any increase in the BYA.

For the purposes of this Agreement, the effective date of reorganizations and the date to be used for when the tax reallocation to District commences, shall be the date upon which the annexation of property is recorded with the County Recorder and California State Board of Equalization consistent with applicable law.

**Exhibit 2**, attached and incorporated by this reference, sets forth the example of the calculation.

District shall be responsible for creating the tax allocation rate schedule and providing City the ability for review and agreement prior to District invoicing the

City for the BYA.

b. The District shall notice and invoice the City to pay the applicable BYA to the District in July of each year. Such notice shall include the applicable tax allocation rate schedule showing the BYA due the District. City shall send the applicable payment to District within thirty (30) days after the City's receipt of the District's notice, invoice and tax allocation rate schedule. In the event the City does not pay to the District the applicable BYA due the District within said thirty (30) day period, the amount due the District shall be assessed interest at the legal rate commencing on the thirty first (31) day after the City's receipt of the District's notice and tax allocation rate schedule. The City's failure to make the allocated monetary payment amount due the District within the time period set forth in this subparagraph 2b. shall be considered a material breach of this Agreement.

c. The City and District agree that if it is estimated the annual allocation of BYA over the 10-year allocation period, which includes the 2% annual constitutional rate increase, is less than \$10,000. City will pay the entire 10-year allocation in one (1) lump sum at the time the first annual allocation payment is due.

3. Fire Protection Services Agreement Credit. For the purpose of this Agreement, the District will not notice and invoice the City to pay the applicable BYA to the District as long as the City continues to maintain an Agreement with the District to provide Fire Protection Services. If there is no Agreement between the City and the District to provide Fire Protection Services, the District will notice and invoice the City to pay the applicable BYA to the District for annexations that have not been fully paid for by the City based on the BYA calculations in Section 2 above. During the 10-year allocation period, BYA credit will be provided to the City by the District for each year the City contracts with the District for Fire Protection Services. The purpose of this section is to prevent the City from paying the District twice for affected annexed areas (Affected Territory) during the term of this Agreement for Fire Protection Services with the District.

4. Term. The term of this Agreement shall be August 1, 2024 through July 31, 2034, and it shall replace in all respects the 2014 Service Agreement for Annexations and Automatic Aid Agreement between the parties, except that obligations which by the terms expressed herein are intended to continue beyond the term of this Agreement shall continue until satisfied. This Agreement may also be extended by an additional period of 10 years from the expiration date with the written agreement of both District and City.

5. Affect of Annexations. Upon annexation of affected properties to City, those properties shall detach from the District, and all Property Taxes shall be allocated consistent with Section 2 of this Agreement and applicable existing laws, rules, policies and procedures established in the County, subject to any applicable agreement between City and the County.

6. LAFCo Compliance. District and City agree that this Agreement is intended to satisfy the intent and purpose of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

7. Non-Opposition to Annexations. District represents and agrees that during the term of this Agreement, it will not oppose annexations to the City. This District agreement does not extend to modifications to the City Sphere of Influence or required Municipal Service Reviews adopted by the Fresno County LAFCo.

8. Accounting. District and City agree that their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. District and City agree to maintain such records for a possible audit for a minimum of four (4) years from the recording date of an annexation to the City and to allow access to such records for an audit during normal business hours.

9. Termination.

a. Termination Upon Expiration. This Agreement shall terminate upon expiration of its Term, if not extended by written agreement signed by both parties.

b. Termination Due to Invalidity. Should any material portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, this entire Agreement as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement shall immediately be of no force and effect and this Agreement shall terminate in its entirety.

c. Termination Due to Material Breach: Right to Cure. This Agreement may be terminated by either party for a material breach and a failure to cure that breach within thirty (30) days after receipt of a notice to cure.

d. Termination Due to Change in Law. It is mutually understood and agreed that this Agreement shall terminate immediately and shall be of no further force and effect should substantial substantive changes occur in such statutory scheme or successor statutory schemes (whether by legislative or judicial action) which negate or frustrate the fundamental reasons or tenets of this Agreement, such termination to be in the entirety. Any party contending this section applies shall give written notice of termination pursuant to this section, which notice shall include an explanation of the reason(s) for such termination.

10. Renewal of Agreement. Within 60 days after the date of commencement of the ninth year of this Agreement, the District and the City agree to meet and negotiate in good faith, in an attempt to agree upon the terms and conditions of an extension of this Agreement consistent with applicable law at the time.

11. Remedies for Breach of Agreement. In addition to termination of this Agreement for a material breach, the parties may exercise any other remedy available to them at

law or in equity, including specific performance, injunctive relief, and writ of mandate.

12. Dispute Resolution. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the parties agree upon the request of either of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the parties agree to enter into mediation before initiating litigation. The parties shall mutually agree upon a mediator and each party shall pay one half (1/2) the cost of the mediator and bear their own costs (including attorney's fees) for the mediation. The mediation shall be completed within sixty (60) days of notice of the intent to undergo mediation. If the mediation is not completed within sixty (60) days of notice, a party may initiate litigation. The parties shall act in good faith and with due diligence to timely complete the mediation.

If litigation is commenced before mediation due to one of the reasons mentioned above, the parties agree to immediately commence and complete mediation within sixty (60) days of the commencement of litigation as evidenced by the filing in court and service on the non-filing party of a formal complaint, petition, or similar document.

13. Modification. This Agreement may be modified or amended only by a writing duly authorized and executed by the City and District.

14. Enforcement. The City and District each acknowledge that this Agreement cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible, fully carry out the intent and purposes hereof, if necessary, by administrative and ministerial action independent of that legislative power and that this Agreement may be enforced by injunction or mandate or other writ to the full extent allowed by law.

15. Integration. With respect to the subject matter hereof, this Agreement is intended to be an integrated agreement and supersedes any and all previous negotiations proposals, commitments, writings and understandings of any nature whatsoever between the City and the District as to the subject matter of this Agreement.

16. Notice. All notices, requests, determinations or other correspondence required or allowed by law or this Agreement to be provided by the parties shall be in writing and shall be deemed given and received when delivered to the recipient by first-class mail (or an equal or better form of delivery) at the following addresses:

CITY  
City Manager  
City of Fowler

128 S. 5<sup>th</sup> Street  
Fowler, California 93625

DISTRICT  
Fire Chief  
Fresno County Fire Protection District  
210 South Academy Avenue  
Sanger, California 93657

By giving notice, either party may change its address for these purposes.

17. Third Parties. This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause of action whatsoever.

18. Subsequent District Agreements. District agrees that if, during the term of this Agreement, District negotiates a property tax allocation involving an annexation to the municipality and a detachment from the District with any other municipality which contains more favorable terms than this Agreement, District shall notify City within thirty (30) days of such agreement and offer those same terms to City. More favorable terms, means, but is not necessarily limited to, another municipality allocating to District a lower percentage of taxes than City allocates District under Section 2 of this Agreement.

19. Attorney's Fees and Costs. In any action to enforce the provisions of this Agreement or for breach of the Agreement, the prevailing party shall recover from the other party, in addition to any damages, injunctive or other relief, all costs (whether or not allowable as "cost" items by law) reasonably incurred at, before and after trial or on appeal, including without limitation attorneys' and witness (expert and otherwise) fees, deposition costs, copying charges and other expenses.

20. Approval. The parties represent that this Agreement was approved by their respective governing boards at a properly noticed meeting.

21. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of California. Venue for actions and proceedings between the parties related to this Agreement shall be in the Eastern District of California for any federal action and, unless otherwise agreed by the parties, in Fresno County Superior Court for state actions.

22. Agreement Mutually Drafted. Each party has participated jointly in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any Party to this Agreement by virtue



of the authorship of any of the provisions of this Agreement. The captions, headings and table of contents contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

23. Notification to County Auditor-Controller/Treasurer/Tax-Collector. Immediately after the Effective Date of this Agreement, City and District shall furnish a fully executed copy of this Agreement to the Fresno County Auditor-Controller/Treasurer Tax-Collector ("County Auditor") at the address listed below. Any Agreement amendment, upon it becoming effective, shall also be furnished to the County Auditor by the City and the District.

Fresno County Auditor-Controller/Treasurer Tax-Collector  
2281 Tulare Street  
Fresno, CA 93721

*Signatures on next page*

**IN WITNESS WHEREOF**, the parties have entered into this Agreement in Fresno County, California.

**FRESNO COUNTY FIRE PROTECTION DISTRICT      CITY OF FOWLER**

By: \_\_\_\_\_  
John Arabian, Board President

By: \_\_\_\_\_  
Daniel T. Parra, Mayor

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Brad Richter, Board Secretary

By: \_\_\_\_\_  
Angela Vasquez, City Clerk

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

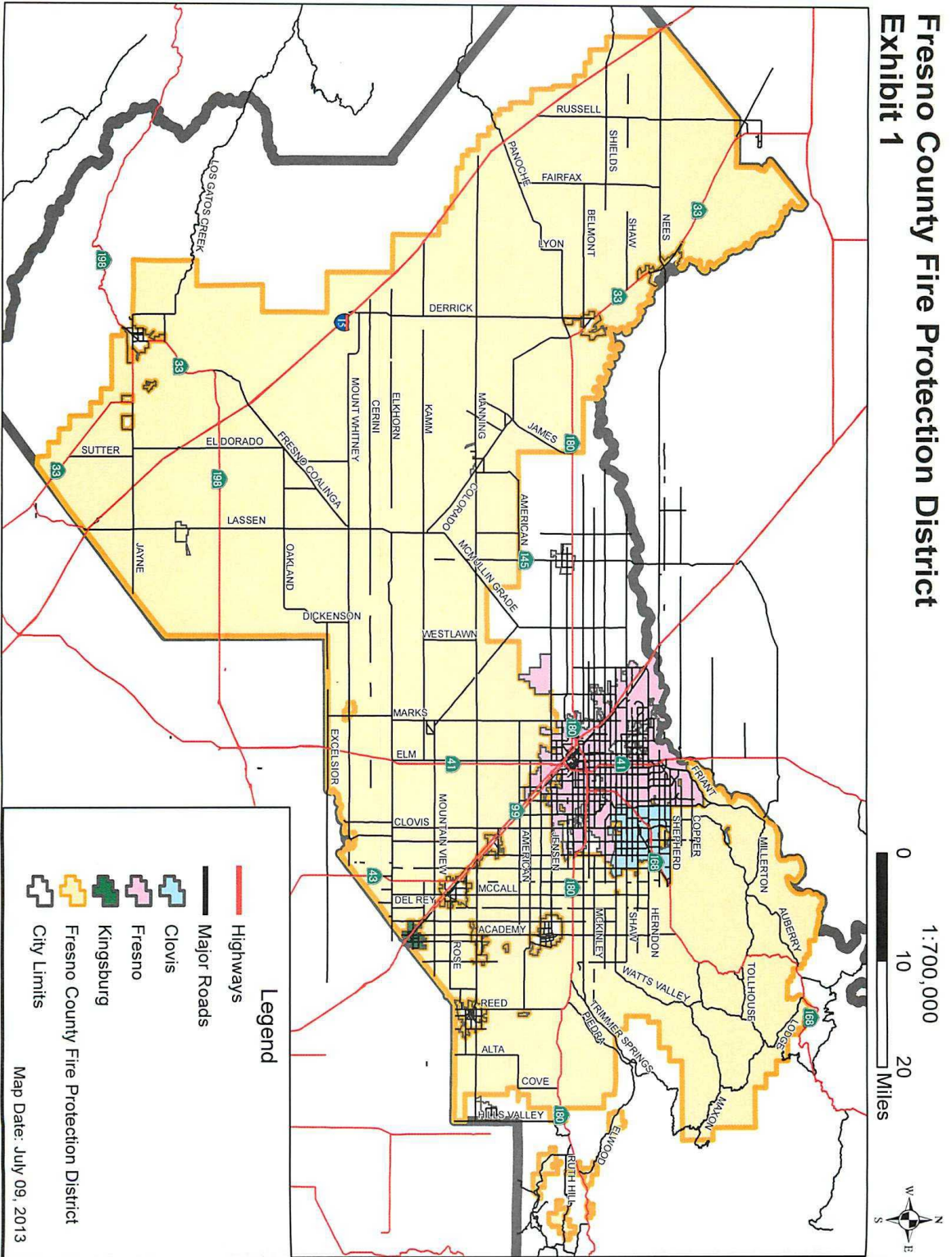
\_\_\_\_\_  
William D. Ross, District Counsel

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

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

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

# Fresno County Fire Protection District Exhibit 1



## Exhibit 2 – Example Tax Allocation Rate Schedule

### RO-22-01 Armstrong-Adams Reorganization

This agreement is intended to execute the Transition Agreement entered into between the City of Fowler and the Fresno County Fire Protection District effective July 31, 2024. The agreement provides for a payment to the District for 100% of the Base Year Allocation (BYA) for a period of (10) years. BYA to include up to a 2% annual constitutional increase determined by the State Board of Equalization. Year 1 payment due District the fiscal year following the year the City receives its allocation of property taxes from this annexation. Payments due the District for each fiscal year (July 1 - June 30) will be made no later than August 30 each year for the prior fiscal year. City and District agree that total payments for annexations over a ten-year period that are less than \$10,000, City will pay the District a one-time payment in total for that annexation.

Recording Date of: August 22, 2022

Tax Roll Used: 2022

Tax Rate Area (TRA) # 095-001

Total Assessed Value of all involved parcels at recording: \$769,665

Equivalent Tax Rate (ETR) = .0009724

Base Year Allocation (BYA) = \$748.42

	<u>Year</u>	<u>BYA +</u>	<u>Annual Increase</u>	<u>Payment Due</u>
Year 1 Payment	2022	\$748.42	-----	\$748.42
Year 2 Payment	2023	\$748.42	2.00%	\$763.39
Year 3 Payment	2024	\$763.39	2.00%	\$778.66
Year 4 Payment	2025	\$778.66	2.00%	\$794.23
Year 5 Payment	2026	\$794.23	2.00%	\$810.11
Year 6 Payment	2027	\$810.11	2.00%	\$826.32
Year 7 Payment	2028	\$826.32	2.00%	\$842.84
Year 8 Payment	2029	\$842.84	2.00%	\$859.70
Year 9 Payment	2030	\$859.70	2.00%	\$876.89
<u>Year 10 Payment</u>	<u>2031</u>	<u>\$876.89</u>	<u>2.00%</u>	<u>\$894.43</u>
Total Payments				\$8,194.99

\_\_\_\_\_  
 Dustin Hail  
 Fire Chief  
 Fresno County Fire Protection District

\_\_\_\_\_  
 Thomas W. Gaffery IV  
 Interim City Manager  
 City of Fowler

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date