

**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, made and entered into and effective this 1st day of July, 2021 (“Effective Date”), by and between The Fresno County Fire Protection District (hereinafter referred to as “DISTRICT”) and the Table Mountain Rancheria, a Federally recognized Indian Tribe (hereinafter sometimes referred to as “TMR”). The DISTRICT and TMR are sometimes referred to collectively as the “parties” in this Agreement. The parties agree 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 fire protection, fire prevention, rescue, emergency dispatch, fire apparatus repair and maintenance, or medical emergency services (hereinafter called “fire protection services”) to TMR, including the Table Mountain Casino and all of its tribal properties. This Agreement is entered into consistent with the provisions 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 the 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/her designee, (hereinafter referred to as “Chief”) shall represent the DISTRICT, TMC and TMR 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, TMC and TMR, except upon those lands wherein other agencies of government provides the same or similar fire protection services. TMC and TMR recognize 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.*).

B. TMR 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 TMR Liaison ("TMR Liaison"). The DISTRICT Fire Chief may delegate certain authority to the TMR Liaison, as the Chief's duly authorized designee and the TMR Liaison shall be responsible for directing the fire protection services provided to TMC as set forth in Exhibit "B".

C. The District, in its sole discretion shall assign personnel and equipment in order to provide the fire protection services, rescue and medical aid services as agreed upon by the parties.

SECTION III: PAYMENT FOR SERVICES

A. TMR shall annually appropriate funds sufficient 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 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 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 TMR. There shall be no obligation on the part of TMR or TMC to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of TMR for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from the DISTRICT to TMR 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 TMR has failed to 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 funds not being available and shall promptly notify TMR, 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 TMR. 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 by the parties hereto.

2. In the event TMR 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 TMR desires a reduction in employees or services assigned to TMR as provided for in Exhibit "C," when Agreement Section A.1. is not applicable, TMR shall provide one hundred eighty (180) 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, TMR shall reimburse DISTRICT for relocation costs incurred by STATE because of the reduction, in addition to any other remedies available resulting from the reduction in services.

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 31st, covering the period July 1st thru December 31st. The second payment will be due on July 31st, covering the period January 1st thru June 30th.

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 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 staff, at a level of not less than two (2) person daily engine staffing, and equipment at DISTRICT Station 72, which is currently co-located with CAL FIRE Millerton Forest Fire Station, at that level to which DISTRICT deems necessary for response to emergency incidents. Beginning January 1, 2022, the District will up staff Station 72 to accommodate for the ladder truck staffing (referenced in Agreement Section IV.D.) with three (3) personnel. Costs for staffing to be provided, is detailed in the attached fiscal detail sheets, Exhibit C.

B. DISTRICT shall provide fire protection services to Table Mountain Casino, Table Mountain Rancheria and 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 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 established DISTRICT rate schedule (subject to annual adjustment) as attached to this Agreement (Exhibit D).
3. Assume command of emergency incidents, as defined by Section 1: Paragraph 1 above, occurring at the TABLE MOUNTAIN RANCHERIA's tribal properties that the DISTRICT provides a response for. 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 description 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 Fire Protection Services and Fire Protection Services Station/Staffing under this Agreement. District shall perform this Agreement according to its own means and methods of providing services which shall be in the exclusive charge and control of the District, and which, shall not be subject to control or supervision by Table Mountain, except to ensure that District is performing its obligations in accordance with the terms and conditions of this Agreement.
7. Administer, coordinate, and assist Table Mountain Casino and Table Mountain Rancheria with the purchase of a new ladder truck with associated equipment.
8. The District will be responsible for equipping the truck with all necessary emergency lighting and equipment, placing TMR's logo on the doors of the Ladder Truck; and, all warranties and service contracts for the new truck; as well as servicing and maintaining the aerial ladder truck while it is being operated and staffed by the District.
9. Work with Table Mountain Rancheria to develop a plan for a tribal community education; including the development of a Fire Fighter training program for Native Americans Indians selected and screened by Table Mountain Rancheria who meet the qualifications prescribed by the District and who are interested in attending the District's CALF FIRE Basic Fire Fighter Academy in order to become Fire Fighters, as outlined in Exhibit "E".

10. Work with Table Mountain Casino and Table Mountain Rancheria to develop a community fire protection service plan based on current and future community development on both Tribal and District service areas.

D. TMR agrees to:

1. Beginning July 1, 2021 to pay the DISTRICT all sums shown on (Exhibits C & D) and an administrative fee which varies from 11% to 13%, TMR will only be billed on actuals 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.
2. Allow DISTRICT to enter TMR tribal properties on mutually agreeable dates and times, to conduct training exercise and pre-incident planning. DISTRICT shall provide advance notice to TMR to coordinate prior to entering premises except for emergency incident response.
3. During emergency incidents, TMR shall appoint an emergency response representative to maintain contact with the District TMR Liaison.
4. TMR authorized the District to purchase a 105-foot aerial ladder truck and associated equipment consistent with the specifications submitted to TMR by the District; and reimburse the District for the above-mentioned aerial ladder truck and associated equipment not to exceed \$1,334,820 (One-million, three-hundred thirty-four thousand, eight-hundred twenty dollars) in accordance with the provisions set forth in the March 22, 2021 commitment letter signed by TMR and the District, which letter is incorporated herein by reference. Payment to the District will be due within 30 days of the delivery of the ladder truck.
5. Work with the District to develop a plan for community education and a Native American Indian training and/or Explorer's program, as outlined in Exhibit "E".
6. Work with the District to develop a community fire protection service plan based on current and future community development on both Tribal and District service areas.

SECTION V: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2021, to June 30, 2023**. 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 or TMC, the DISTRICT agrees to continue to provide fire protection services to TMC and 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 TMC or 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 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 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 provided as set forth in Exhibit "C," as amended.

E. If this Agreement is not renewed under the provisions provided in this Agreement Section V(A)-(D), then arial ladder truck apparatus acquired by the DISTRICT shall be transferred to TMR within thirty (30) days after the end of the Agreement term.

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. This Agreement may, however, be terminated by the voters of either the DISTRICT or the TMR pursuant to Government Code §55603.5.

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 Fire Department for the segregation, care, and use of the respective property of each party.

SECTION IX: INDEMNIFICATION

A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless TMC and TMR, 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 that arose from the sole negligence or willful misconduct attributable to TMC or TMR, or from acts not within the scope of duties to be performed pursuant to this Agreement.

B. TMR, to the extent permitted by law, agrees to indemnify, defend and hold harmless the DISTRICT, its appointed officials, 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 TMC or TMR in the performance of any activities under this Agreement, except where such injury or damage that 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 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. Each party shall furnish the declaration page of the applicable insurance policy to the other.

SECTION X: AUDIT

The DISTRICT/TMR 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/TMR 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 supervision and direction of TMR, 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 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.

Disputes that are unable to be resolved by TMR and the DISTRICT representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the United States District Court, Eastern District of California, Fresno.

SECTION XII: ATTORNEY'S FEES

If TMR fails to pay for services rendered pursuant to any provision of this Agreement, the DISTRICT may seek recovery of monies owed and reasonable attorneys' fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between the DISTRICT and TMR 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, upon the arbitration or litigation becoming final in the United States District Court, Eastern District of California, in Fresno, California.

SECTION XIII: 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
Dustin Hail, Chief
210 S. Academy Ave.
Sanger, CA 93657

Table Mountain Rancheria
Brenda D. Lavell, 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 XIV: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of fire protection services. It may be amended or modified 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: _____

Table Mountain Rancheria

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

Dated: _____

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

By: _____

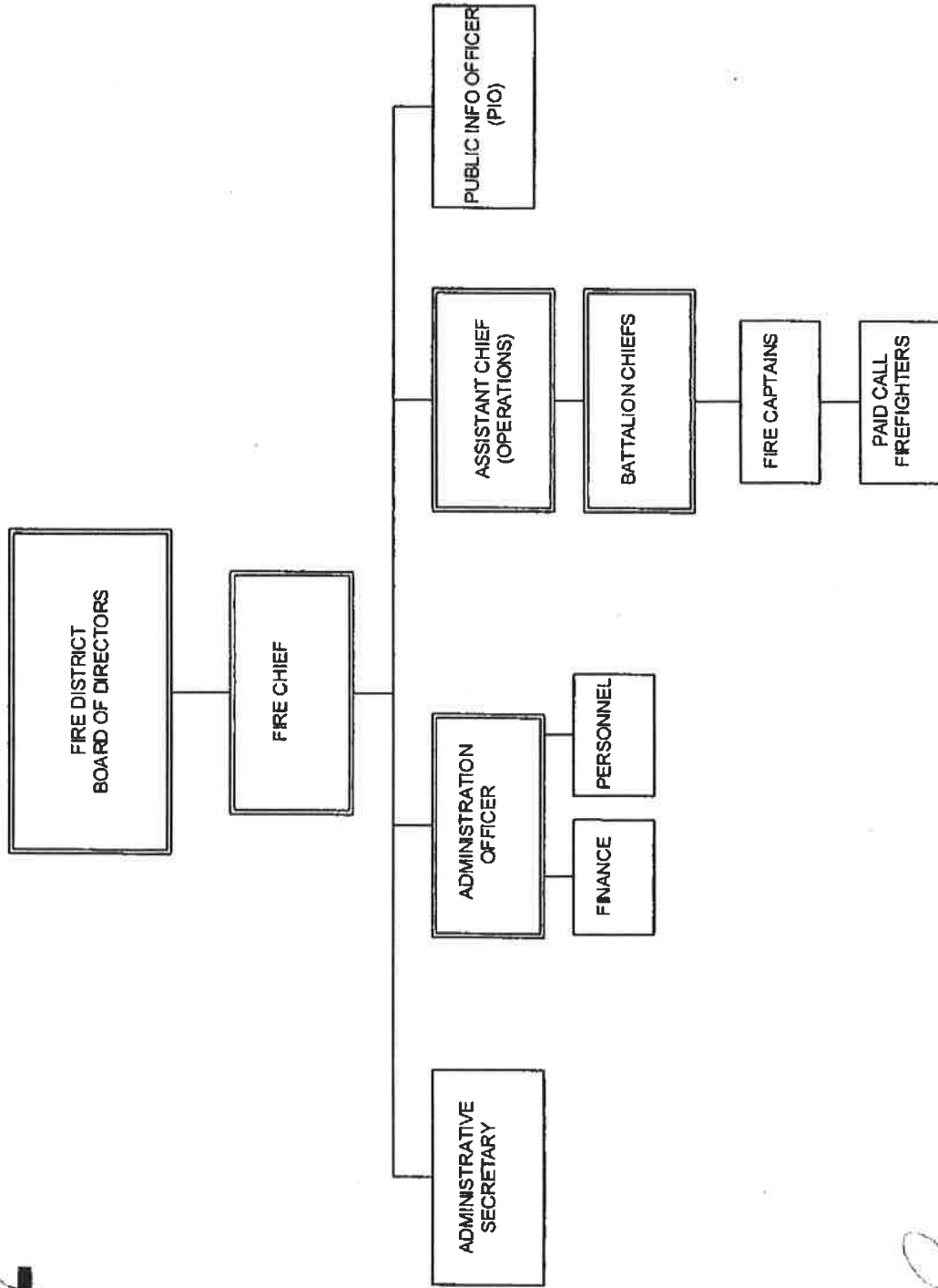
FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL



FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART



EXHIBIT A



DUSTIN HAIL, FIRE CHIEF

06/11/2021
DATE

UHS

Exhibit B

Fresno County Fire Protection District Standard Response Plan

Incident Type	1st Alarm Response					1st Alarm Notifications						2nd Alarm Notifications				
	Eng	Res	TRK	WT*	BC	UC	DC	BC	FP	TG	PIO	UC	DC	BC	FP	TG
FIRE																
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															
Refuse	1											x				
Vegetation (LRA)	2										x					
Vegetation (SRA)	See CALFIRE SRA Response						x ^A				x		x	1		
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	
Unknown Type/Reported Out	1												x			
EACH Additional Alarm	Duplicate 1st Alarm												x			
Other																
Medical Aid/Industrial Accident	1							x								x
Pin-in/Multi-Cas	2							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 C-1

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

Estimated Operating Budget for July 1, 2021 thru December 31, 2021 (6 Months / 6 work periods)

2 Person Staffing-2 FC, 2 FAE, 2 FFI

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS 64.48%	TOTAL COST	Table Mountain Cost Share	FCFPD Cost Share
Salaries								
Fire Captain (FC)	2	\$5,863	6	\$70,356	\$45,366	\$115,722	\$57,861	\$57,861
FAE upgrade to FC	1	\$638	6	\$3,828	\$2,468	\$6,296	\$0	\$6,296
Fire Apparatus Engineer (FAE)	2	\$5,225	6	\$62,700	\$40,429	\$103,129	\$103,129	\$0
Fire Fighter II	2	\$4,711	6	\$56,532	\$36,452	\$92,984	\$46,492	\$46,492
Extended Duty Week Compensation								
					40.47%			
Fire Captain	2	\$3,234	6	\$38,808	\$15,706	\$54,514	\$27,257	\$27,257
FAE upgrade to FC	1	\$346	6	\$2,076	\$840	\$2,916	\$0	\$2,916
Fire Apparatus Engineer	2	\$2,887	6	\$34,644	\$14,020	\$48,664	\$48,664	\$0
Fire Fighter II	2	\$2,607	6	\$31,284	\$12,661	\$43,945	\$21,972	\$21,972
Overtime								
					1.45%			
Overtime				\$40,000	\$580	\$40,580	\$0	\$40,580
Uniforms								
					1.45%			
Uniforms (Perm)	6	\$177.50	6	\$6,390	\$93	\$6,483	\$3,704	\$2,778
Sub-Total Personnel Services						\$515,232	\$309,080	\$206,153
Contract Administrative Fee				12.01%		\$61,879	\$37,120	\$24,759
TOTAL PERSONNEL SERVICES						\$577,111	\$346,200	\$230,911
Operating								
Operating Expenses (Fleet, Training, Utilities, Maintenance, Services, Supplies, etc.)						\$266,393	\$0	\$266,393
Fire Training Sponsorship of TMR members at the Mid Valley Regional Fire Training Center						\$5,000	\$0	\$5,000
TOTAL OPERATIONS						\$271,393	\$0	\$271,393
GRAND TOTAL ESTIMATED COST FOR July 1, 2021 - December 31, 2021*						\$848,504	\$346,200	\$502,304

Notes:

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

MS

EXHIBIT C-2

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

Estimated Operating Budget for January 1, 2022 thru June 30, 2022 (6 Months / 7 work periods)

3 Person Staffing-4 FC, 4 FAE, W/ Ladder Truck and Engine Crossed Staffed (No FFII's)

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS 64.48%	TOTAL COST	Table Mountain Cost Share	FCFPD Cost Share	
Salaries									
Fire Captain (FC)	4	\$5,863	6	\$140,712	\$90,731	\$231,443	\$173,582	\$57,861	
Fire Apparatus Engineer (FAE)	4	\$5,225	6	\$125,400	\$80,858	\$206,258	\$154,693	\$51,564	
Extended Duty Week Compensation						40.47%			
Fire Captain	4	\$3,234	7	\$90,552	\$36,646	\$127,198	\$95,399	\$31,800	
Fire Apparatus Engineer	4	\$2,887	7	\$80,836	\$32,714	\$113,550	\$85,163	\$28,388	
Overtime						1.45%			
Overtime				\$40,000	\$580	\$40,580	\$0	\$40,580	
Uniforms						1.45%			
Uniforms (Perm)	8	\$177.50	6	\$8,520	\$124	\$8,644	\$6,483	\$2,470	
Sub-Total Personnel Services							\$727,673	\$515,320	\$212,662
Contract Administrative Fee				12.01%		\$87,394	\$61,890	\$25,541	
TOTAL PERSONNEL SERVICES							\$815,067	\$577,210	\$238,203
Operating									
Operating Expenses (Fleet, Training, Utilities, Maintenance, Services, Supplies, etc.)						\$266,394	\$0	\$266,394	
Fire Training Sponsorship of TMR members at the Mid Valley Regional Fire Training Center						\$5,000	\$0	\$5,000	
TOTAL OPERATIONS						\$271,394	\$0	\$271,394	
GRAND TOTAL ESTIMATED COST FOR JANUARY 1, 2022 - JUNE 30, 2022*						\$1,086,461	\$577,210	\$509,597	

Notes:

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

MS

EXHIBIT C-3

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

Estimated Operating Budget for FY 22/23 July 1, 2022 thru June 30, 2023 (12 Months / 13 work periods)

3 Person Staffing-4 FC, 4 FAE, W/ Ladder Truck and Engine Crossed Staffed (No FFI's)

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS 66.09%	TOTAL COST	Table Mountain Cost Share	FCFPD Cost Share
Salaries								
Fire Captain (FC)	4	\$5,863	12	\$281,424	\$185,993	\$467,417	\$350,563	\$116,854
Fire Apparatus Engineer (FAE)	4	\$5,225	12	\$250,800	\$165,754	\$416,554	\$312,415	\$104,138
Extended Duty Week Compensation								
					41.48%			
Fire Captain	4	\$3,234	13	\$168,168	\$69,756	\$237,924	\$178,443	\$59,481
Fire Apparatus Engineer	4	\$2,887	13	\$150,124	\$62,271	\$212,395	\$159,297	\$53,099
Overtime								
					1.49%			
Overtime				\$80,000	\$1,192	\$81,192	\$0	\$81,192
Uniforms								
					1.49%			
Uniforms (Perm)	8	\$177.50	12	\$17,040	\$254	\$17,294	\$12,970	\$4,941
Sub-Total Personnel Services						\$1,432,776	\$1,013,688	\$419,706
Contract Administrative Fee				12.51%		\$179,240	\$126,812	\$52,505
TOTAL PERSONNEL SERVICES						\$1,612,017	\$1,140,501	\$472,211
Operating								
Operating Expenses (Fleet, Training, Utilities, Maintenance, Services, Supplies, etc.)						\$532,787	\$0	\$532,787
Fire Training Sponsorship of TMR members at the Mid Valley Regional Fire Training Center						\$5,000	\$0	\$5,000
TOTAL OPERATIONS						\$537,787	\$0	\$537,787
GRAND TOTAL ESTIMATED COST FOR FY 22-23, JULY 1, 2022 - JUNE 30, 2023*						\$2,149,804	\$1,140,501	\$1,009,998

Notes:

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

WS



FRESNO COUNTY FIRE

PROTECTION DISTRICT

EXHIBIT D

210 South Academy Avenue
 Sanger, California 93657
 Telephone: (559) 493-4300
 Fax: (559) 875-7451
www.fresnocountyfire.org

7/1/2020 - 6/31/2021 PROTECTION AND PLANNING FEE SCHEDULE

<u>Activity</u>	<u>Fee</u>
Site Plan Review	No Charge
➤ Includes up to one (1) hour of time, at our office.	
Pre-Plan Submittal Site Inspection	
On site consultation	\$ 189.25
Plan Review, non-sprinkler, no alarm (includes)	\$ 312.99
➤ One (1) Plan review, two (2) back checks	
➤ One (1) On-site acceptance test/final inspection.	
➤ \$10.00 Archiving Fee	
<i>Not to be used for alarm/sprinkler/suppression systems</i>	
Plan Check Resubmittal	\$ 99.07
Fire Alarm System – New Construction	\$ 594.57
➤ One (1) Plan review, one	
➤ One (1) Rough inspection, functional test, battery start	
➤ One (1) Battery ring-out/final inspection.	
➤ \$10.00 Archiving Fee	
<i>Each additional device. \$7 00</i>	
<i>This fee is for the alarm panel and the first 10 initiation/detection devices</i>	
Underground System and Water Storage Tank (New Construction)	\$ 668.55
➤ One (1) Plan review	
➤ One (1) Inspection of the trench/thrust block and laid pipe	
➤ Hydro test/flush completed w/trench	
➤ Final Inspection	
➤ \$10.00 Archiving Fee	
Tentative Improvement Fire Alarm	\$215.80
➤ One (1) Plan review	
➤ One (1) Inspection/final	
➤ \$10.00 Archiving Fee	

<u>Activity</u>	<u>Fee</u>
<u>Overhead fire sprinkler system fees are calculated on a per riser basis.</u>	
Overhead Fire Sprinkler System – Tenant Improvement	\$ 652.08
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) Weld inspection, pre-pipe ➤ One (1) Rough inspection ➤ Final Inspection ➤ \$10.00 Archiving Fee 	
Overhead Fire Sprinkler System – New System (20 or fewer heads)	\$ 820.81
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) Weld inspection, pre-pipe ➤ One (1) Rough inspection ➤ Hydro test/flush ➤ Final inspection ➤ \$10.00 Archiving Fee 	
Overhead Fire Sprinkler System – New System (21 to 100 heads)	\$ 857.80
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) Weld inspection, pre-pipe ➤ One (1) Rough inspection ➤ Hydro test/flush ➤ Final inspection ➤ \$10.00 Archiving Fee 	
Overhead Fire Sprinkler System – New System (101 to 300 heads)	\$ 894.79
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) Weld inspection, pre-pipe ➤ One (1) Rough inspection ➤ Hydro test/flush ➤ Final inspection ➤ \$10.00 Archiving Fee 	
<ul style="list-style-type: none"> ➤ <i>Additional heads over 300 – New System (cost per head)</i> 	\$ 2.06
Fire Standpipes (per standpipe)	\$ 189.25
<ul style="list-style-type: none"> ➤ One (1) on-site acceptance test/final inspection 	
Fire Pump	\$ 374.15
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) On site acceptance test/final inspection ➤ \$10.00 Archiving Fee 	
Residential Fire Sprinkler System	\$ 547.19
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) Rough inspection ➤ Final Inspection ➤ \$10.00 Archiving Fee 	
<i>The fee is the same with or without a fire alarm system</i>	
Inert Gas, Halon, Carbon Dioxide, Foam or other Special System	\$ 394.93
<ul style="list-style-type: none"> ➤ One (1) Plan review ➤ One (1) Inspection/final ➤ \$10.00 Archiving Fee 	

<u>Activity</u>	<u>Fee</u>
Kitchen Hood System	\$ 394.93
> One (1) Plan review	
> One (1) Acceptance test/final inspection.	
> \$10.00 Archiving Fee	
Spray Booth	\$ 357.94
> One (1) Plan review	
> One (1) Acceptance test/final inspection.	
> \$10.00 Archiving Fee	
Above Ground or Below Ground Storage Tanks	\$ 357.94
> One (1) Plan review	
> One (1) Acceptance test/final inspection.	
> \$10.00 Archiving Fee.	
 FIRE CODE ENFORCEMENT AND SAFETY INSPECTIONS	
Facilities Life Safety Inspection or other requests not on the Fee Schedule	
> Prevention Staff (charged at an hourly rate)	\$ 78.29
New Business, License Inspection, Life Safety	\$ 152.26
> One (1) On-site inspection	
Hydrant Flow Test - Minimum	\$ 189.25
> Flow Test	
Fireworks Storage Permit	\$ 659.48
> One (1) Permit review	
> One (1) Approval Inspection	
> One (1) Compliance Inspection	
Retail Fireworks Sale Permit	\$ 344.68
> One (1) Permit Review	
> One (1) Compliance Inspection	
> One (1) Re-inspection	
Public Fireworks Display Permit	\$ 679.14
> One (1) Permit review	
> One (1) Pre-Inspection	
> One (1) Compliance Inspection	
> One (1) Re-Inspection	

<u>Activity</u>	<u>Fee</u>
MISCELLANEOUS FEES	
Alternative Methods Evaluation and Research	\$ 99.07
> One (1) On-site inspection	
Outside Consultant Service (per hour) not currently used	\$ 0
Per hour	
Occupant Load Calculations - Minimum	\$ 184.94
> One (1) On-site inspection, documentation	
Will Serve Letter	\$ 184.94
> One (1) Field inspection	
> Research into fire station locations, response time & water system	
> Written correspondence	
Property Environmental History Research	\$ 78.29
> Due diligence records search	
Service Fee for Archived Plans Retrieval	\$ 73.98
> Research and printing	
Request for Paper Copies of Documents (non-victim)	\$ 5.00
> Document search	
Re-inspection Fee	\$ 189.25
> Inspection	
Civil Depositions Requests	\$ 275.00
Fee (gov. code sets rate)	
Express Plan Review Service	
Available option to expedite project plan review. Availability dependent on available staff, project complexity and inspector workload. supervisor approval required. Double standard fee	

NOTES:

1. All fees or charges shall be calculated at a one hour minimum unless otherwise specified.
2. All fees for specified services shall be calculated by Fresno County Fire Protection District.
3. Whenever a requestor fails to cancel a requested inspection, at least one hour prior to the scheduled time of the inspection, a \$96 fee may be charged.
4. Work done without a permit may be charged up to three (3x) times the plan review and inspections fee.
5. When required, no permit or approval shall be issued until such facility or process is brought into compliance with applicable codes and the required fees are paid in full.
6. Any collection cost, attorney fees or fines will be billed at the actual cost of the service and in addition to those costs you will be billed an administrative fee of 18% of the total fee charge.

EXHIBIT E

The intent and goal of both the District and TMR is to establish a standalone agreement covering the development of a tribal community education program that would include the development of a Fire Fighter Training Program for Native American Indians and Native Tribal Youth that are interested in becoming Fire Fighters and/or a member of the fire service. The program may include the establishment of a Native American Indian or Tribal Youth Training and/or Explorer Program; as well as the admission in and attendance at the District's CAL FIRE Basic Fire Fighter Academy by Native American Indians who have been screened, vetted and recommended by TMR through an application process, and who meet the physical and other requirements for admission into the District's CAL FIRE Basic Fire Fighter Academy.

The District will provide TMR with the physical and other requirements that proposed candidates must meet to attend the District's CAL FIRE Basic Fire Fighter Academy, which TMR will incorporate into its screening and vetting process for Native American Indian candidates that desire to attend the District's CAL FIRE Basic Fire Fighter Academy.

The District will make available not less than two slots in the CAL FIRE Basic Fire Fighter Academy or the prerequisite classes for the CAL FIRE Basic Fire Fighter Academy per year for Native American Indian candidates vetted, screened and recommend by TMR.