



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 10/14/2019

To: Board Directors

Attn: Mike Del Puppo
President

From: Fire District Staff

Subject: Millerton New Town Specific Plan – Fire Station

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE:

As directed by the Board of Directors, Staff has worked in identifying the process for developing the preferred Fire Station location within the Millerton New Town Specific Plan area.

BACKGROUND:

A requirement of the Millerton New Town Specific Plan is a provision for a District Fire Station. The District has preliminary plans, which are a requirement for any District Fire Station. However, because of the placement of the proposed District Fire Station within the Millerton New Town Specific Plan, particular accounting, architectural engineering and planning expertise is necessary. These qualities exist with the Assemi Group, the owner of the Specific Plan property, which under Government Code section 4526 can be utilized to prepare a preliminary cost estimate for the Fire Station.

The terms for preparing the preliminary cost estimate are set forth in the attached Memorandum of Understanding, which has been reviewed and approved as to form and is accordingly recommended for approval with the amount of District reimbursement set at \$50,000.00 to Assemi Group for the described services relating to the proposed District station.

DISCUSSION:

The Assemi Group is experienced and familiar with design and development conditions within the Millerton New Town Specific Plan, including familiarity with the

specific property potentially suitable for the construction of the Fire Station and related design standards.

ALTERNATIVES:

The Board chooses to stop the Design and Preliminary Cost Estimate process.

IMPACTS (Consider potential consequences related to each of the following areas of concern for proposed alternatives):

- Fiscal – Approximately \$50,000 to produce the Project Design and Preliminary Cost Estimate.
- Operational –
- Legal –
- Labor –
- Sociopolitical –
- Policy –
- Health and safety –
- Environmental –
- Interagency –


RECOMMENDATION:

Staff recommends that the Board of Directors, after public input, approve of the Assemi Group MOU for the Project Design and Preliminary Cost Estimate for the District station within the Millerton New Town Specific Plan.

APPROVED:



Mark A. Johnson



Date

EXECUTIVE STAFF

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made October __, 2019, by Assemi Group, Inc., a California corporation ("Assemi Group") and Fresno County Fire Protection District, a local fire protection district organized and existing as a California Special District under the Fire Protection District Law of 1987 ("District").

RECITALS:

A. District has identified a need to establish a facility (the "Fire Station") from which it may provide emergency services, including fire protection, to current and future residents within the area of the Millerton New Town Specific Plan.

B. Assemi Group is experienced and familiar with design and development conditions within the Millerton New Town Specific Plan, including familiarity with specific property potentially suitable for the construction of the Fire Station.

C. District desires to engage Assemi Group to coordinate and assist in developing designs and plans for the Fire Station in order to leverage Assemi Group's familiarity with the Millerton New Town Specific Plan and related design standards, and Assemi Group desires to provide such assistance.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained in this MOU, the parties agree as follows:

1. Design and Cost Estimate.

- (a) Project Design. District will provide to Assemi Group its requirements for design features and specifications of the Fire Station, including, without limitation, its requirements for building features, which the District has identified will meet its obligation to provide emergency services, including fire protection, to current and future residents within the area of the Millerton New Town Specific Plan. Such requirements will be in sufficient detail to permit Assemi Group to initially develop the cost estimates and plans set forth in Section 1 (b), below.
- (b) Preliminary Cost Estimate. Using District's requirements for the Fire Station, Assemi Group will make such applications to the County of Fresno as may be necessary to permit District's use and occupancy of the Fire Station and engage and coordinate such professionals, including engineers, architects, and general contractors, as Assemi Group deems necessary to permit the preparation of a conceptual design and working drawings to produce a preliminary cost estimate (the "Preliminary Cost Estimate") for construction of the Fire Station and associated on-site and off-site improvements for District's review and approval.

2. Reimbursement of Costs. All third-party costs and expenses up to Fifty Thousand Dollars (\$50,000.00) incurred by Assemi Group in connection with the preparation of the Preliminary Cost

Estimate shall be reimbursed to Assemi Group by District within seven (7) days of Assemi Group providing an invoice together with supporting detail. District's obligation to reimburse the foregoing costs and expenses is not conditioned on the approval of the Preliminary Cost Estimate.

3. **Notices.** The persons and their addresses having authority to give and received notices under this MOU including the following:

Assemi Group: Assemi Group, Inc.
ATTN: Legal Department
1396 W. Herndon Avenue, Suite 101
Fresno, California 93711

District: Fresno County Fire Protection District
ATTN: District Fire Chief
210 S. Academy
Sanger, California 93657

All notices between Assemi Group and District provided for or permitted under this MOU must be in writing and delivered either by personal services, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, and addressed to the recipient. A notice delivered by overnight commercial courier service is effective one business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile transmission is effective when transmission to the recipient is completed (but, if such transmission is completed outside of normal business hours, then such delivery shall be deemed to be effective at the next beginning of a business day), provided that the sender maintains a machine record of the completed transmission.

4. **Assignment.** This MOU will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Assemi Group shall not assign its obligations under this MOU without the prior written consent of the District, which shall not be unreasonably withheld, upon a showing by Assemi Group that the proposed assignee possesses the staff, skills, knowledge, and expertise to timely and satisfactorily fulfill the requirements of this MOU.

5. **Resolution of Disputes.** Controversies or claims between District and Assemi Group that arise from (i) this MOU; (ii) any violation of this MOU; or (iii) any claims for damages resulting from the arrangement between District and Assemi Group, including claims for injuries to persons, property, or business interests (torts) (collectively, "Disputes") will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be one arbitrator, to be appointed by the American Arbitration Association. Prior to the initiation of arbitration proceedings under this section, the parties shall attend non-binding mediation with a mutually agreed-upon mediator in a good faith

attempt to settle any Disputes, and with each party splitting equally the mediator's fees. The place of mediation or arbitration shall be Fresno, California.

6. **Governing Law.** The rights and obligations of the parties and all interpretation of performance of this MOU shall be governed in all respects by the laws of the State of California.

7. **Entire Agreement.** The MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever unless expressly included in this MOU.

"District"
Fresno County Fire Protection District

"Assemi Group"
Assemi Group, Inc., a California corporation

By: _____
Name: Michael Del Puppo
Title: Board President

By: _____
Farid Assemi, President