



FRESNO COUNTY FIRE

PROTECTION DISTRICT

Honor, Integrity, Cooperation & Professionalism

MEMORANDUM

Date: 6-17-26

To: Board Directors

Attn: Brad Richter
President

From: Fire District Staff

Subject: Fowler – Full-Service Fire Protection Agreement

BOARD OF DIRECTOR'S BRIEFING PAPER

ISSUE: The City of Fowler has initiated discussions with the Fire District to evaluate the feasibility of contracting for full-service fire protection through a cooperative agreement.

BACKGROUND: The Fire District has been under contract with the City of Fowler for the last four years, providing emergency response services from existing Fire District facilities.

DISCUSSION: This agreement through 2026-2029 and has an extension for 2029-2031 and authorizes the District to provide comprehensive Fire Protection and Fire Marshal services within the City of Fowler. To support this level of service, the District will add three (3) Fire Captain positions and three (3) Fire Apparatus positions, allowing the Fowler station to be staffed full-time. The agreement benefits the City by providing enhanced emergency response, fire prevention, code enforcement, and access to the District's broader resources, training, and specialized capabilities. The agreement also benefits the District by strengthening regional partnerships, expanding service delivery, improving operational efficiency through shared resources, and supporting the long-term sustainability of fire and emergency services for both agencies.

ALTERNATIVES:

1. The District authorizes staff to execute the agreement
2. Not enter into a agreement with the City of Fowler.
3. Modify and come back

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

- Fiscal – the Fire District would receive the corresponding revenue of \$2,152,908.41. This covers the expenses for personnel costs, O&E, and an annual engine replacement plan per year, with an Inflationary factor of 2%.
- Operational – Enhances the safety of the communities and Firefighters and decreases response times
- Legal – No known impact.
- Labor – No known impact.
- Sociopolitical – No known impact.
- Policy – No known impact
- Health and safety – No known impact.
- Environmental – No known impact.
- Interagency – No known impact.

RECOMMENDATION:

Staff is recommending the Board of Directors execute the agreement and authorize the Chief to execute and MOU for the use of the fire station, with legal consultation.

APPROVED:



Dustin Hail, Fire Chief

6-17-26 _____
Date

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

This Agreement for Fire Protection Services (“Agreement”) is entered into and effective on July 1, 2026, by and between The Fresno County Fire Protection District (hereinafter referred to as “District”) and the City of Fowler (“City”) (individually “Party” and collectively “Parties”).

RECITALS

WHEREAS, the District is the governmental provider of high-quality emergency medical and fire services to a 4,213 square mile area of unincorporated Fresno County; and,

WHEREAS, the Parties intend this Agreement shall pertain to the area within the City limits referred to as the “City Service Area;” and,

WHEREAS, the City desires to enhance fire protection, medical aid, rescue, fire prevention, and code compliance services within the City Service Area; and,

WHEREAS, the District can, and will, provide fire protection, medical aid, rescue, fire prevention and code compliance services within the City Service Area.

AGREEMENT

NOW THEREFORE, the Parties agree:

SECTION 1: PURPOSE AND SCOPE

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

This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and Health & Safety Code Section 13861(f), and 13862 for the provision of Fire Protection Services. The Parties understand and agree that the Fire Protection Services to be provided under this Agreement must be consistent with the terms and conditions of the CAL FIRE Agreement, that no services may be provided by the District under this Agreement that are not consistent and in conformity with the CAL FIRE Agreement, and that the District is under

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

B. The District agrees to automatically respond for the fire services provided in Health & Safety Code Section 13862 with the nearest available fire unit(s) within the City Service Area in the same manner and degree as that which is provided within the District's jurisdiction consistent with the Response Plan in attached Exhibit "B."

1. The Prevention and Code Compliance Services to be provided by the District pursuant to this Agreement are consistent with the services provided in the District fee schedule described in Exhibit "C" attached, including but not limited to the following:
 - a) Provide letters of condition on development authorizations
 - b) Provide over-the-counter meetings at the District's Plan Review Office in Sanger
 - c) Provide plan reviews
 - d) Provide field inspections
 - e) Respond to insurance inquiries
 - f) Provide annual State mandated inspections for schools, apartments, hotels, motels, and jails
 - g) Fire and life safety inspections (A, B, M, F, and S Occupancies)
 - h) Fire and life safety inspections requiring annual use permits
 - i) Hydrant flow testing
 - j) Code compliance, including weed abatement
 - k) Fireworks permits and inspections
 - l) Alternative Means and Methods Request (AMMR) reviews

C. The Parties recognize that the City fire station located at 221 S. Fifth Street, Fowler, California 93625 for use by the District in providing Fire Protection Services under this Agreement. The Parties further agree that upon notice by City to District of completion of Fire Station renovations, the Parties agree to negotiate in good faith and use reasonable efforts to develop and execute a mutually acceptable Memorandum of Understanding (MOU) governing the use, operation, and occupancy of the fire station. Any such MOU shall be subject to the approval of both Parties and shall set forth the terms and conditions of the fire station use. Failure by either party to execute an MOU governing the use, operation, and occupancy of the fire station within 120 days of the effective date of this agreement shall act to invalidate this agreement.

SECTION 2: AUTHORITY OF DISTRICT FIRE CHIEF

A. The District Fire Chief appointed by the District Board of Directors, or his designee, (referred to as "Fire Chief") shall represent the District during the Agreement Term and the Fire Chief shall, under the supervision and direction of the District's Board of Directors, have charge of the organization described in Exhibit "D," attached for the

purpose of providing the Fire Protection Services as deemed necessary to satisfy the needs of both the District and City, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Protection Services.

B. The City shall assign the City contract representative (“City of Fowler Representative”). The Fire Chief shall communicate with the City of Fowler Representative for directing the Fire Protection Services provided to City. No City personnel, officers, agents’ representatives, or employees are deemed employees of District by this Agreement.

C. The District will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Protection Services as provided in this Agreement.

SECTION 3: PAYMENT FOR SERVICES

A. The City shall pay an annual cost to the District for Fire Protection Services pursuant to this Agreement as set forth in Exhibit “E,” as annually adjusted (“Total Contract Amount”), with a (two) 2% increase. The District will invoice the City for 50% of the Total Contract Amount in July and January of each year, commencing July 1, 2026. The City shall pay the invoice within thirty (30) days after receipt of the District invoice.

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

C. The Fire Chief is authorized by the District Board to negotiate and execute any adjustments to Exhibit “E” of this Agreement on behalf of the District. The City of Fowler Representative shall, under the supervision and direction of the Fowler City Council, be authorized to execute adjustments to Exhibit “E” on behalf of the City.

SECTION 4: AGREEMENT TERM, RENEWAL AND TERMINATION

A. The Term of this Agreement shall be from **July 1, 2026 to June 30, 2029**. This Agreement Term shall be extended by an additional term of two (2) years from July 1, 2029 to June 30, 2031 (“Extension Term”), unless either Party provides notice of non-renewal not later than April 1, 2029.

B. The Scope of Services, Exhibit “B” and Exhibit “C” and the Total Contract Amount for Fire Protection Services shall apply to the Extension Term unless the Parties otherwise agree in writing. The City shall give the District written notice not later than April 1, 2029 of whether the City intends to change the level of Fire Protection Services from that provided by this Agreement. The District shall give the City written notice not later than April

1, 2029 of any proposed changes in the annual fee or Total Contract Amount calculations and an updated Exhibit "E" for FY 2029-31.

C. If a notice of non-renewal is given unilaterally by either the District or City, the District agrees to continue to provide Fire Protection Services to the City, for up to one year from the date of the notice of non-renewal to provide the City a reasonable opportunity to implement alternative Fire Protection Services. The Scope of Services, Exhibit "B" and Exhibit "C" and the Total Contract Amount calculations shall apply to the non-renewal notice term unless the Parties agree in writing to a modification.

SECTION 5: AUTHORITY FOR COMMAND AND CONTROL

The City shall grant the District authority to act on its behalf for the prevention, response, control and mitigation of Fire Protection Services incidents. The District shall respond and assume command and control of Fire Protection Services incidents occurring within the City Service Area. However, the District shall comply with the requirements of the City's emergency planning policies and procedures, unless the emergency planning policies and procedures conflict with state or federal law.

SECTION 6: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009 and 13009.1, the District may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. If using City equipment and personnel (i.e., Public Works, Police, etc.) under the terms of this Agreement, the District shall, on request of the City, bring such an action for collection of costs incurred by the City. In such a case the City hereby appoints and designates the District as its agent in said collection proceedings. In the event of recovery, the District shall apportion to the City its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees. In all such instances, the District shall give timely notice of the possible application of Health and Safety Code Section 13009 or 13009.1 to the City of Fowler Representative.

SECTION 7: PROPERTY ACCOUNTING

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

SECTION 8: INDEMNIFICATION

A. The District and the City each agree to indemnify, defend and hold the other Party, its governing board or council, officials, officers, employees, agents, attorneys and

volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the performance of this Agreement to the fullest extent permitted by law, unless the injuries or damages are the result of the Party's negligence or willful misconduct, subject to any limitations imposed by law. The District and the City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified that arose or occurred during the Term of this Agreement. Nothing in this Section shall alter, waiver or amend the rights of the Parties pursuant to state and/or federal law.

B. Prior to commencement of the Fire Protection Services, the City and District shall each take out and maintain at its own respective expense liability insurance coverage in an amount of not less than THREE MILLION dollars (\$3,000,000.00) naming each other as an additional insured for the performance under this Agreement. Each Party shall provide the other with a Certificate of Insurance showing proof of such coverage.

SECTION 9: AUDIT

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

SECTION 10: DISPUTE/RESOLUTION

The Parties agree to informally and formally mediate any disputes arising under this Agreement for Fire Protection Services. Informal mediation shall take place between the District Chief and City of Fowler representative. Formal mediation would take place between members of the City Council and members of the District Board of Directors. If mediation is not successful, the Parties may, but are not required, to agree to arbitrate unresolved disputes.

SECTION 11: ATTORNEY'S FEES

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

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

SECTION 12: DELIVERY OF NOTICES

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

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

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

SECTION 13: PERFORMANCE REPORTING

At least semi-annually, the City and the District shall provide the following performance measures specific to the City Service Area:

- A. Total Response Time – The time interval between 911 notification at the command center and arrival of the first unit. Fire, EMS and Rescue Calls Measured at 90%.
- B. Number and Types of Calls for Service (Medical, Fire, MVA, Haz Mat, etc.).
- C. Number of civilian injuries or deaths due to fire.
- D. Provide sufficient data in support of routine Insurance Services Office fire suppression rating evaluations when needed.
- E. Number of Conditioning Letters created
- F. Number of Over-the-Counter meetings held
- G. Number of Plan Reviews completed
- H. Number of Field Inspections completed
- I. Number of Insurance Inquiries responded to
- J. Number of Annual State Mandated Inspections for Schools, Apartments, Hotels, Motels, Jails completed
- K. Number of Fire and Life Safety Inspections completed

SECTION 14: INDEPENDENT CONTRACTOR

It is the express intention of the Parties to this Agreement that the District, its employees, staff, and volunteers are independent contractors and not an employee, agent, joint venture or partner of the City for any purpose whatsoever. Except as provided herein, the City shall have no right to, and shall not, control the manner or prescribe the means or method of accomplishing the Services contracted for under this Agreement. The Parties

to this Agreement expressly understand and agree that this Agreement shall not be interpreted or construed in any way to create or establish the relationship of employer and employee between the City and the District, its employees, staff and/or volunteers, and the District, its employees, staff and/or volunteers are not an employee for federal or state tax purposes. The District retains the right to perform services for others during the term of this Agreement.

SECTION 15: GENERAL TERMS

A. Modification. Except as provided in Article 4, "AGREEMENT TERM, RENEWAL AND TERMINATION," this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both Parties. The District acknowledges that City employees have no authority to modify this Agreement except as expressly provided in this Agreement.

B. Non-Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

C. Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

D. Jurisdiction and Venue. This Agreement is executed and performed in Fresno County, California. Venue for actions, claims, or litigation, shall, unless otherwise agreed by the Parties, be in Fresno County in the Superior Court of Fresno County or the United States District Court for the Eastern District of California.

E. Interpretation. The final form of this Agreement is the result of the Parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either Party.

F. Days. Unless otherwise specified, "days" means calendar days.

G. Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

H. Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the Parties' original intent.

I. Nondiscrimination. During the performance of this Agreement, the District shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.

J. No Waiver. Payment, waiver, or discharge by the City of any liability or obligation of the District under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the District and does not prohibit enforcement by the City of any obligation on any other occasion.

K. Entire Agreement. This Agreement, including its exhibits, is the entire agreement between the District and the City with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, understandings and agreements of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

L. No Third-Party Beneficiaries. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Authorized Signature. The District represents and warrants to the City that:

1. The District is duly authorized and empowered to sign and perform its obligations under this Agreement.
2. The individual signing this Agreement on behalf of the District is duly authorized to do so and his or her signature on this Agreement legally binds the District to the terms of this Agreement.

N. Electronic Signatures. The Parties agree that this Agreement may be executed by electronic signature as provided in this section.

1. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.
2. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has

the same force and effect as the valid original handwritten signature of that person.

3. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

4. Each Party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other Party may rely upon that representation.

5. This Agreement is not conditioned upon the Parties conducting the transactions under it by electronic means and either Party may sign this Agreement with an original handwritten signature.

O. Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

P. Mutually Drafted. This Agreement was mutually drafted by the Parties.

Q. Recitals. The Recitals listed within Agreement are incorporated herein by reference and shall constitute substantive terms of the Agreement.

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

Dated: _____

CITY OF FOWLER

Michael Reid
City Manager

ATTEST:

APPROVED AS TO FORM:

Angela Vasquez
City Clerk

Roy Santos
City Attorney

Dated: _____

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By: _____
President, Board of Directors

ATTEST:

APPROVED AS TO FORM:

By: _____
Louisa Esparza-Alonzo
Clerk of the Board

William D. Ross
FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL

EXHIBIT A

Link to CAL FIRE Agreement: [CAL FIRE Schedule A Agreement - Fresno County Fire Protection District](#)

EXHIBIT B

FRESNO KINGS UNIT - STANDARD RESPONSE PLAN													
CALL TYPE	1st Alarm Assigned					2nd Alarm assigned					NOTES		
	Eng	Res	WT+	Truck	Crw	BC	Eng	Res	WT+	Truck		BC	BSU
Structure Commercial (Apartment) (FSC/FSM)	4/5**		2	1**		1	4		2		1	1	*Areas with hydrants drop WT's and add 1 ENG Additional Alarm: FSR-Duplicate 1st Alarm (-1 ENG for STR fires); FSC/FSM - Dup. of 1st minus Truck 1 ENG for standard commercial / 2 ENG if inhabited (school, apartments, etc.) Winter - 1 ENG / Summer H - 2 ENG, 1 WT, 1 BC / Summer M - 2 ENG / Summer L - 1 ENG *Areas with hydrants drop WT's and add 1 ENG Derailed or on fire *Areas with hydrants drop WT's and add 1 ENG Change to appropriate call type and sug the balance 4Gas monitor required *areas with hydrants drop WT and add 1 ENG **Call type is only used in the Metro Box Unoccupied bus, train - not derailed, 6 or more patients Occupied bus, derailed train - no fire
Structure Residential (FSR)	4		2				3		2		1	1	
Structure Commercial W/Electric Storage (FSCES)	4		2		2								
Structure Outbuilding LARGE (FSRO)	4		2				3		2		1	1	
Structure Outbuilding SMALL (FSO)	2		1										
Electrical Hazard in Structure (HFSEQ)	2												
Fire Alarm (Residential) (FSRA)	1												
Fire Alarm (Apartment / Commercial) (FSCA/FSMA) **	1/2												
Refuse (FOD)	1												
Wildland - SRA (FWL)													
Vegetation - LRA (FWLG)													
Harvested Ag (FOOA)	2		1			1							
Improvement (FOI)	1												
Vehicle (pass) LRA (FVP) - SRA (FVPW)	1												
Veh (semi, bus, etc) LRA (FVQ) - SRA (FVCW)	2		1			1							
Electric Vehicle LRA (FVPEV) - SRA pulls FWL with adtl equip	2		1			1							
Electric Comm Veh LRA (FVCEV) - SRA pulls FWL with adtl equip	4		2			2							
Aircraft - Small (FAAS)	3		1			1							
Aircraft - Large (FAAL)	4		1	2	1	2							
Train (FYCT)	4		1	2	1	2							
Unknown Fire (FOO)	1												
Hazard Involving Gas (HSG)	2												
Large Hazard Involving Gas (HSGR)	4		1			1							
Haz-mat (HZM)	2												
Large Haz-mat (HZM1)	4		2			1							
Med Aid (MED/MED/MEDI)	1												
Med Aid Active Shooter (MVIAS)	5					1							
Pin-in/Multi-Gas (MTX)	2												
Medical/Rope Rescue (MRE)	3		1		1	1							
Water Rescue (MREW)	3		1			1							
Technical Rescue (MRET)	3		1			1							
MVA (MTC)	2												
Veh VS Ped (MTCPED) **	1												
MVA Multi Cas - Small (MTCM)	3					1							
MVA Multi Cas - Large (MTCM1)	4		1			1					2		
Fire Menace Standby / Public Assist	1												
Smoke Check (FCS)	1												
Out Of Unit Dispatch (OOU)													

Revised by A. Fossett 6/3/2025

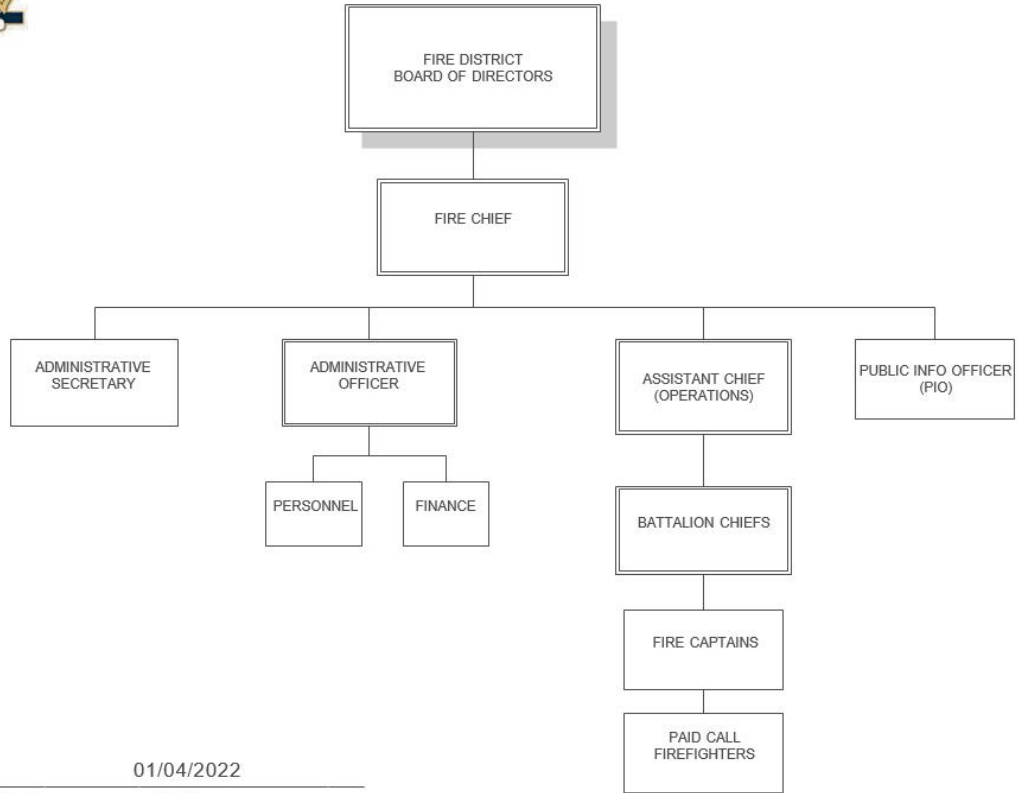
EXHIBIT C

Link: [Fresno County Fire Protection District Fee Schedule](#)

EXHIBIT D



FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART



DUSTIN HAIL, FIRE CHIEF

01/04/2022

DATE

EXHIBIT E

City of Fowler Fire Protection Services Agreement
FY26/27 Cost Estimate for July 1, 2026 through June 30, 2027

	COST
Salaries	
Staffing	\$1,261,207.00
Overtime	
Overtime	\$324,933.00
Uniforms	
Uniforms	\$12,780.00
Sub-Total Personnel Services	<u>\$1,598,920.00</u>
CAL FIRE Administrative Rate for Personnel.	11.43% \$182,756.56
TOTAL PERSONNEL SERVICES	<u>\$1,781,676.56</u>
Fire Engine Replacement and O&E	COST
Fire Engine Replacement Plan - \$120,000 per year	\$120,000.00
O&E	\$251,231.85
TOTAL FIRE ENGINE REPLACEMENT AND O&E	<u>\$371,231.85</u>
GRAND TOTAL ESTIMATED COST FOR 2026/2027 FISCAL YEAR	<u>\$2,152,908.41</u>