

FRESNO COUNTY FIRE PROTECTION DISTRICT

Board of Directors – Regular Meeting
June 21, 2023 – 6:00 p.m.
Mid Valley Regional Fire Training Center
9594 E. American Ave.
Del Rey, California

MINUTES

MEMBERS PRESENT: Furrer, Arabian, Richter, Mendes, Chavez, and Bulla

MEMBERS ABSENT:

STAFF: Michaels, Chrisman, Castaneda

LEGAL COUNSEL: Ross

GUESTS:

ROLL CALL

President Furrer requested a roll call from the Clerk of the Board. There were six (6) members present.

PLEDGE OF ALLEGIANCE

President Furrer called the meeting to order at 6:03pm and Vice President John Arabian opened with the Pledge of Allegiance.

INTRODUCTIONS/PRESENTATIONS

None

CHANGES/CONFIRMATION OF AGENDA

None

Agenda Item 1 - PUBLIC COMMENTARY

None

CONSENT AGENDA (Items 2-8)

UPON MOTION BY DIRECTOR CHAVEZ, SECOND BY DIRECTOR RICHTER
CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE CONSENT AGENDA
ITEMS NUMBERS 2-8.

No Public Comment.

OLD BUSINESS

Agenda 9 – Table Mountain Rancheria Agreement

UPON MOTION BY DIRECTOR CHAVEZ, SECOND BY VICE PRESIDENT ARABIAN CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE AND ACCEPT THE TABLE MOUNTAIN RACHERIA AGREEMENT

No Public Comment.

NEW BUSINESS

Agenda Item 10 – Fowler – Fire Prevention and Code Compliance Agreement

UPON MOTION BY DIRECT RICTHER, SECOND BY DIRECTOR BULLA CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE AND ACCEPT FOWLER FIRE PREVENTION AND CODE COMPLIANCE AGREEMENT

No Public Comment.

Agenda Item 11 – Administrative Analyst Position

UPON MOTION BY VICE PRESIDENT ARABIAN, SECOND BY DIRECTOR MENDES CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE THE ADMINSTRATIVE ANALYST POSITION.

No Public Comment.

Agenda Item 12 – Equipment Services Assistant Wage Adjustment

UPON MOTION BY PRESIDENT FURRER, SECOND BY DIRECTOR BULLA CARRIED BY UNANIMOUS VOTE (6-0), TO APPROVE ON ADJUSTING THE WAGE FOR EQUIPMENT SERVICES ASSISTANT.

No Public Comment.

Agenda Item 13 – Preliminary Budget FY 23/24

UPON MOTION BY DIRECTOR CHAVEZ, SECOND BY DIRECTOR BULLA CARRIED BY UNANIMOUS VOTE (6-0), CONSISTENT WITH GOVERNMENT CODE SECTION 54953 (c)(3), DISTRICT STAFF HAS RECOMMENDED APPROVAL OF THE DISTRICT PRELIMINARY BUDGET, WHICH DOES INCLUDE SALARY SCHEDULE FOR LOCAL AGENCY EXECUTIVES.

No Public Comment.

Agenda Item 14 – Board Member Agenda Requests/Reports

Request by Vice President Arabian to discuss Board Member benefits. Report will be created and discussed by Legal Counsel Bill Ross.

Agenda Item 15 – Staff Reports

1. AC Michaels stated we are now in peak fire season. CAL FIRE just finished up its last rehire academy for the season and will be at peak staffing on Monday 6/26/2023 and the stations with two engines, the second will come online on Monday as well.
2. AC Michaels discussed the aircraft we have for the fire season. There is one Type 1 helicopter at Millerton and there is once Type 2 Helicopter at Sanger that came online on Friday. He explained to the Board members that our aircraft are the top 3 in the state.
3. AC Michaels explained the issues with the new aircraft that is supposed to be coming to the air base in Fresno next year.
4. AC Michaels stated the crews have participated in their readiness drills to prepare for the fire season and are doing well.
5. AC Michaels discussed the firing classes that have been taking place. Some guys from the District went to Lemoore Naval Station to participate in teaching a firing class to help prepare them for fire season.
6. AC Michaels discussed briefly about the generators and their progress. He stated we are still waiting on the generator for Station 82.
7. AC Michaels explained that the Station 71 remodel is still ahead of schedule.
8. AC Michaels explained how we are now able to use Fowler as a staging location. He explained there is no cost, we just need to make sure we are leaving it better than we found it.

Agenda Item 16. – None

UPON MOTION BY PRESIDENT FURRER, SECOND BY DIRECTOR BULLA CARRIED BY UNANIMOUS VOTE (6-0), TO MOVE INTO CLOSED SESSION AT 7:15PM.

Agenda Item 17. - A. ANTICIPATED LITIGATION-Consideration of Personnel matter pursuant to Government Code Sections 54956.9(d)(2) and 54957(b) (1 matter).

**B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Pursuant to Government Code section 54956.8:
Property APN 300-021-27S, 300-340-01S and 300-340-13S: Friant unincorporated area. Negotiator: AO Chrisman**

With respect to Closed Session Agenda Item No. 17.A., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2) and 54957(b).

UPON MOTION BY PRESIDENT FURRER AND SECOND BY DIRECTOR CHAVEZ AND CARRIED BY UNANIMOUS VOTE (6-0) IN FAVOR, TO MOVE INTO OPEN SESSION.

ADJOURNMENT – The meeting was adjourned at 7:50 p.m. The next Regular Board meeting will be held on July 19, 2023.

William D. Ross
David Schwarz
Kypros G. Hostetter

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Los Angeles, CA 90025

File No: 19/44

June 22, 2023

VIA E-MAIL

The Honorable Matt Furrer, President
and Members of the District Board of Directors
Fresno County Fire Protection District
210 South Academy Avenue
Sanger, California 93657

Re: Report Upon Return from Closed Session; Regular Virtual Meeting of the Fresno
County Fire Protection District Board of Directors; June 21, 2023

Dear President Furrer and Members of the District Board:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the Fresno County Fire Protection District (“District”) consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the June 21, 2023 Regular Virtual Board Meeting.

Your Board convened in Open Session at 6:00 p.m. to address matters agendized for Board Open Session consideration. Upon the conclusion of the Open Session, your Board subsequently adjourned into Closed Session at 7:15 p.m. by unanimous vote (6-0).

There were two matters agendized for Closed Session consideration:

17. Conference with Legal Counsel
 - A. Anticipated Litigation – Consideration of Personnel Matter
Pursuant to Government Code Sections 54956.9(d)(2) and 54957(b)
One Matter
 - B. Conference with Real Property Negotiator: Pursuant to
Government Code Section 54956.8
Property: APN 300-021-27S, 300-340-01S: Friant Unincorporated
Area
Negotiator: AO Chrisman

The Honorable Matt Furrer, President
and Members of the District Board of Directors
June 22, 2023
Page 2

With respect to Closed Session Agenda Item No. 17.A., there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2) and 54957(b).

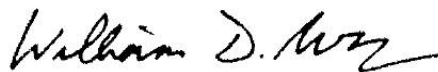
With respect to Closed Session Agenda Item No. 17.B., although a unanimous (6-0) direction was given to Staff, that direction is not reportable under the provisions of Government Code Section 54956.8.

The Closed Session concluded at 7:50 p.m. with a unanimous vote (6-0) of the Board to reconvene in Open Session with the indication that a written Report Upon Return from Closed Session would be prepared consistent with the provisions of Government Code section 54957.1 for the matters agendized for Closed Session consideration.

This communication should be added for review under the Consent portion of the Agenda of your next Regular or Special Board Meeting.

If there are any questions concerning its content, it may be taken off the Consent Calendar at that time or our office may be contacted in the interim.

Very truly yours,



William D. Ross
District Counsel

WDR:jf

cc: Dustin Hail, District Chief
Josh Chrisman, Administrative Officer
Bailey Castaneda, Board Secretary

**Fresno County Fire Pr
Unpaid B
July 2023**

	Date	Num
A T & T - 5025	6/22/23	11136
	6/26/23	23427149082933July23
	6/23/23	2342714909june23
	7/1/23	2384510082july23
	7/1/23	2342714965july23
	7/7/23	2342714938july23
A T & T - CalNet	6/23/23	9391062064 20092167
	6/23/23	9391064783 20092645
	6/23/23	9391062059 20092163
	6/23/23	9391062061 20092165
	6/23/23	9391062065 20092169
	6/23/23	9391062066 20092170
	6/23/23	9391062052 20092158
	6/23/23	9391062057 20092162
	6/23/23	9391062064 20092164
	6/23/23	9391062067 20092171
	6/23/23	9391062054 20092160
	6/23/23	9391062062 20092166
	6/23/23	9391062068 20098777
	6/30/23	9391062058 20170467
A T & T Mobility - Carol Stream	7/2/23	287329970920
Asphalt Design	6/26/23	5336
Bakman Water Company Inc.	7/1/23	6800100july23
BCT Consulting, Inc.	7/1/23	2059-05012023-28
BVI Construction, Inc.	6/30/23	063023
Brennan Ly	6/22/23	062023
CalNeva Broadband LLC	6/26/23	7046july23
Caruthers Community Service District	7/3/23	070123
CDJR Morgan Hill	7/6/23	6408
Central State Inc.	6/23/23	A-59607
	7/10/23	A-59801
City of Parlier	6/30/23	070523
City Of Mendota	6/26/23	060723
Collective Data	7/13/23	18112
Comcast - 37601	6/26/23	173730198
Comcast - 60533	6/26/23	062123
Cook's Communications Corp.	6/30/23	154164
Culligan Water	6/30/23	194347
Daniel Cheney	6/30/23	062323
Dept. of Forestry & Fire Protection	3/16/23	FS-VE0681

	3/16/23	FS-VE0650
	6/23/23	168334
	6/26/23	CF-FAD01A1131
	6/30/23	FS-ISAHV1430
	6/30/23	FS-CPVRT0022
ECMS	6/23/23	714573
Excel Sign Company	6/30/23	23934
FAIRA - Fire Agencies Insurance Risk Auth	7/1/23	PREM2024-31
Fire Districts Association of California	7/11/23	30001224
Fire Safety Solutions Inc.	6/30/23	FCF-6-2023
Franklin, Ray.	7/10/23	071023
Fresno Fire Department	6/23/23	TRNG-20002778
	6/23/23	TRNG-20002779
	6/28/23	TRNG-20003058
Frontier Communications	6/16/23	5597873067june23
	6/23/23	5598753705-june23
GeoSpatial Technologies, Inc.	7/1/23	18683
Harris Ranch	6/30/23	AR 063023
Industrial Waste & Salvage Corp.	7/1/23	902276
Jeff Katz Architecture	6/30/23	21763
Ken Jones All Appliance Repair	6/22/23	14778
Kronos Incorporated	6/30/23	12101735
Kronos SaaS, Inc.	6/23/23	12089105
L N Curtis	12/31/22	658180
	3/29/23	689841
	5/10/23	703228
Law Offices of William Ross	7/7/23	11150
	7/7/23	11148
Merlo Electric Inc.	7/6/23	50
Metro Networks LLC	6/30/23	8339
Mid Valley Disposal, LLC	7/1/23	2697773
	7/1/23	2697195
	7/1/23	2697363
	7/1/23	2697222
Molina, Raul	6/23/23	070123
Morozov, Sarah	6/26/23	2751 062323
Pacific Air	6/26/23	6574
	6/26/23	6564
	6/26/23	6578
	6/26/23	6582
	6/26/23	6563
	6/26/23	6569
PCF Payroll	6/23/23	062323
P G & E	6/30/23	2663580668-5-june
	6/30/23	2055087069-3june23
	6/30/23	0518935111-6june23
	6/30/23	6293452033-9june23

Peraton Inc.	6/29/23	0001244150
	6/29/23	0001244151
	6/29/23	0001244152
Ponderosa Telephone Corp.	7/6/23	5598553861july23
Professional Plumber	7/6/23	9972
Republic Services #917	6/26/23	0917-001766647
Robert V. Jensen, Inc.	6/15/23	0542421
	6/15/23	0542420
	6/19/23	0542580
	6/20/23	542634
	6/22/23	0542778
	6/22/23	0542790
	6/22/23	0542791
	6/22/23	0542907
	6/22/23	0542710
	6/23/23	0542138
	6/23/23	CL11763
	6/23/23	0543005
	6/26/23	36242F
	6/26/23	0542902
	6/26/23	0542892
	6/26/23	0542891
	6/30/23	CL11911
	6/30/23	0543212
	6/30/23	0543213
	7/3/23	0543261
	7/3/23	0543263
	7/5/23	0543405
	7/7/23	0543506
	7/7/23	0543505
	7/10/23	0543573
	7/10/23	0543572
Schedule C Payroll	6/26/23	062623
	7/10/23	07102023
SoCalGas	6/26/23	062323
		071023
Sorensen True Value	7/6/23	25433
	7/8/23	25434
Sparkletts	6/30/23	9392175june23
	6/30/23	9392117june23
	6/30/23	9392173june23
Streamline	7/10/23	8FE75203-00011
T & T Epoxy Coatings	6/26/23	1924
	6/26/23	1925
U S Bank	7/10/23	062223
	6/22/23	062223
VAST Networks	7/1/23	45507

Verizon Wireless	6/30/23	9937559345
Vincent Communications, Inc.	6/22/23	86410
	6/26/23	86415
	6/26/23	86448
	6/26/23	86221
	6/26/23	86222
	6/26/23	86223
	6/26/23	86225
	6/26/23	86412
	6/26/23	86413
	6/26/23	86414
Waste Management	6/26/23	4452214-0165-3
	7/1/23	4451925-0165-5
Water Company	6/30/23	18216
Western Solid Waste	7/6/23	92642
Wilson Fire Sprinkler Co.	7/6/23	5736

Protection District**Bills****23**

Memo	Open Balance
Telephone, Service	\$ (20.00)
Telephone Service	\$ 99.57
Telephone Service	\$ 99.57
Telephone Service	\$ 166.69
Telephone Service, ECC	\$ 98.08
Telephone Service	\$ 102.23
Telephone Service, Stn. 90	\$ 31.33
Telephone Service, ECC	\$ 131.54
Telephone Service, Stn. 87	\$ 74.02
Telephone Service, Stn. 96	\$ 79.62
Telephone Service, Stn. 82 / Shop	\$ 136.40
Telephone Service, Stn. 83	\$ 55.97
Telephone Service, Stn. 89	\$ 57.13
Telephone Service, Stn. 74	\$ 26.76
Telephone Service, Stn. 90	\$ 26.72
Telephone Service, Stn. 94	\$ 57.41
Telephone Service, Stn. 86	\$ 56.45
Telephone Service, Stn. 90	\$ 51.90
Telephone Service, Stn. 93	\$ 56.85
Telephone Service, Stn. 85	\$ 67.40
Cellular Service, B71	\$ 6.94
Training Center Asphalt	\$ 25,620.00
Fire Hydrants July/Aug	\$ 2,322.55
Telephone Service, Protection/Planning	\$ 270.00
Parlier Station Remodel	\$ 146,831.13
Reimbursement - 2023 Fire Inspector 2D Training	\$ 240.00
Internet Service, Stn. 93	\$ 105.90
Utilities, Stn. 90	\$ 86.00
New DT43	\$ 72,344.37
Toilet Rental, Stn. 75	\$ 42.80
Toilet Rental, Stn. 75	\$ 42.80
Utilities, Stn. 71	\$ 638.30
Utilities, Stn. 96	\$ 461.31
Annual Renewal & Additional License	\$ 9,975.00
Internet Service	\$ 2,102.58
Internet Service, Protection/Planning	\$ 271.86
Repeater Sites	\$ 2,245.20
Monthly Service, Stn. 82 & Shop	\$ 173.00
Protection / Planning Office Lease, July 2023	\$ 1,400.00
Vehicle Extrication Certs	\$ 1,200.00

Vehicle Extrication Certs	\$ 1,125.00
PCA 47704, Schedule A , 3rd Qtr. Actual	\$ 5,974,201.36
Class Certs, Driver Operator 1A	\$ 2,100.00
Incident Safety Awareness for Hired Vendors, Cert Fees	\$ 1,650.00
Vehicle Extrication Certs	\$ 1,200.00
PPE - Repairs to Equipment	\$ 3,920.50
Sign, Training Center	\$ 5,053.23
2023-2024 Annual Premium, Liability Insurance	\$ 401,739.00
FDAC Annual Membership	\$ 750.00
Fire Protection Engineering Services	\$ 8,575.00
Contract Analyst Fees 7/3/23 - 7/7/23	\$ 648.00
Rope Rescue Technician 2017	\$ 375.00
Fire Apparatus Driver Operator 1C (2017)	\$ 1,260.00
Fire Apparatus Driver Operator 1C (2017)	\$ 1,260.00
Telephone Service, Stn. 77	\$ 31.15
Telephone Service, Stn. 95	\$ 0.60
Annual Maintenance, GST AVL Software, 7/1/23 - 6/30/24	\$ 14,270.00
Utilities, Stn. 94	\$ 225.00
Waste Disposal, Stn. 89	\$ 173.54
Station 71 Addition	\$ 1,200.00
Oven Repair, Stn. 95,	\$ 268.00
TeleStaff IVR / Voxeo Service - May Support	\$ 1,342.01
Workforce Ready Time Keeping/Accruals	\$ 1,342.01
Helmet	\$ 253.74
PPE Clothing - Jackets and Pants	\$ 73,790.12
PPE Clothing - Jackets and Pants	\$ 36,645.76
District Legal Fees - General	\$ 525.00
District Legal Fees - General	\$ 5,285.20
Electrical Construction for Training Center Laundry Room	\$ 8,559.81
Power back up for CAD 2 CAD	\$ 13,862.87
Waste Disposal, Stn. 94	\$ 141.97
Waste Disposal, Stn. 95	\$ 164.40
Waste Disposal, Stn. 82, 83, 84 / HQ	\$ 1,301.52
Waste Disposal, Stn. 90	\$ 122.33
Protection/Planning Janitorial, July 2023	\$ 225.00
Reimbursement, Fire Inspector 2D	\$ 245.52
A/C Training Center	\$ 9,706.00
A/C Shop	\$ 9,706.00
A/C Station 82 Barracks	\$ 9,166.00
A/C Repair Station 95	\$ 237.50
A/C Repair Station 95	\$ 3,509.00
A/C Repair Station 87	\$ 916.64
WP 129 (4/17/23 - 5/14/23)	\$ 1,305.66
Utilities, Protection/Planning	\$ 362.54
Utilities Training Center	\$ 742.13
Temporary Utilities, Stn. 71	\$ 694.26
Utilities	\$ 9,688.80

Advanced CAD to CAD - COF EMS Dispatch	\$	36,283.00
Advanced CAD to CAD - COF EMS Dispatch	\$	15,000.00
Advanced CAD to CAD - COF EMS Dispatch	\$	16,816.52
Telephone Service, Stn. 75	\$	54.23
Water Heater Repair Stn. 82 PO# 25198	\$	556.00
Waste Disposal, Stn. 85	\$	90.24
Fuel Expense, Stn. 82	\$	2,587.20
Fuel Expense, Stn. 82	\$	862.51
Fuel Expense, Stn. 94	\$	346.07
Fuel Expense, Stn. 71	\$	927.94
Fuel Expense, Stn. 95	\$	556.99
Fuel Expense, Stn. 82	\$	831.76
Fuel Expense, Stn. 82	\$	1,050.84
Fuel Expense, Stn. 93	\$	812.27
Fuel Expense, Stn. 83	\$	1,038.90
Fuel Expense, Stn. 89	\$	1,576.11
Fuel Expense Sta 87	\$	623.53
Fuel Expense, Stn. 96	\$	2,030.74
Fuel Expense, Stn. 82	\$	2,947.92
Fuel Expense, Stn. 90	\$	1,811.43
Fuel Expense, Stn. 85	\$	944.16
Fuel Expense, Stn. 86	\$	668.37
Fuel Expense Sta 87	\$	894.71
Fuel Expense, Stn. 82	\$	1,714.24
Fuel Expense, Stn. 82	\$	2,791.97
Fuel Expense, Stn. 89	\$	1,500.44
Fuel Expense, Stn. 94	\$	1,426.47
Fuel Expense, Stn. 71	\$	1,030.30
Fuel Expense, Stn. 82	\$	2,502.71
Fuel Expense, Stn. 82	\$	849.10
Fuel Expense, Stn. 74	\$	584.34
Fuel Expense, Stn. 86	\$	470.07
Pay Period 6/12/23 - 6/25/23	\$	44,198.62
Pay Period 6/26/23 - 7/9/23	\$	47,501.80
Utilities, Stn. 90	\$	27.57
Utilities, Stn. 71	\$	14.79
Station Maintenance, Stn. 96	\$	41.47
Station Maintenance, Stn. 96	\$	217.36
Drinking Water, Stn. 83 & Protection/Planning	\$	190.76
Drinking Water, HQ	\$	274.23
Drinking Water, Del Rey	\$	371.56
District Website Host	\$	6,600.00
Epoxy Flooring Stn. 82	\$	10,568.00
Epoxy Flooring Stn. 89	\$	3,280.00
District Cal Card 062223	\$	(2,765.71)
District Cal Card	\$	156,058.00
Internet, HQ	\$	550.00

Cellular Service	\$	3,632.67
Radio Maintenance & Equipment PO#25171	\$	437.73
Radio Equipment D4304	\$	8,768.70
Radio Maintenance & Equipment PO#25170	\$	704.28
Radio Maintenance & Equipment	\$	236.34
Radio Maintenance & Equipment	\$	282.93
Radio Maintenance & Equipment	\$	504.79
Radio Equipment	\$	1,506.07
Radio Maintenance & Equipment	\$	237.43
Radio Maintenance & Equipment	\$	175.00
Radio Maintenance & Equipment	\$	315.00
Waste Disposal, Stn. 87	\$	263.86
Waste Disposal, Stn. 86	\$	149.10
Water Service, Stn. 89	\$	248.30
Waste Disposal, Stn. 74	\$	147.96
Training Center Relocate Stand Pipe	\$	600.00
		\$ 7,265,222.24

Bill Credit

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

Date	Ref. No.
07/10/23	062223

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

Bill Due
Terms
Memo District Cal Card 062223

Expenses

Account	Memo	Amount	Customer:Job	Class
Station Improvement Projects	DR, Amazon, Ceiling Scraper, Remodel, Stn. 82	-154.39		
Maintenance - Repair Shop	BG, NVB, A/C Compressor, E95	-329.93		
Maintenance - Repair Shop	BG, Bullet Proof Diesel, Core Return, SQ87	-323.92		
Maintenance - Repair Shop	BG, Bullet Proof Diesel, Core Return, E84	-431.90		
Furniture & Linens	TW, Costco, Mattress, District Testing	-582.45		
PPE Clothing (Structure/WidInd	TW, Amazon	-262.68		
PPE Clothing (Structure/WidInd	TW, Amazon	-620.75		
PPE Clothing (Structure/WidInd	TW, Amazon	-47.76		
PPE Clothing (Structure/WidInd	TW, Amazon	-11.93		

Expense Total : -2,765.71

Bill Total : \$2,765.71

Bill

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

Date	Ref. No.
06/22/23	062223

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

Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Poly - Tech, Tool Mounting, L87	2,031.76		
Maintenance - Repair Shop	BG, Bullet Proof Diesel, EGR Cooler, E84	2,060.82		
Maintenance - Repair Shop	BG, NVB, Compressor, E95	348.59		
Maintenance - Repair Shop	BG, Commercial Radiator, Filter Cleaning, E84	410.00		
Maintenance - Repair Shop	BG, Lehr Backup Camera, E84	259.22		
Maintenance - Repair Shop	BG, NVB, Compressor, E95	23.01		
Maintenance - Repair Shop	BG, Amazon, Saw Blade, Shop	72.52		
Maintenance - Repair Shop	BG, Wattco, Command Box, D4304	4,148.41		
Maintenance - Repair Shop	BG, Summit, A/C Fan Assembly, E294	463.39		
Maintenance - Repair Shop	BG, Hi- Tech, Hose, E86	621.06		
Maintenance - Repair Shop	BG, CLF Warehouse, Pump Hoses & Fittings, E84	536.88		
Maintenance - Repair Shop	BG, Nobile Borthers, Winch, DT43	2,811.68		
Maintenance - Repair Shop	BG, Amazon, Fuse Block, T4327	56.50		
Maintenance - Repair Shop	BG, Saunders, Transmission Dip Stick, E77	44.09		
Maintenance - Repair Shop	BG, Lehr, Power Adapter, WT82	131.09		
Maintenance - Repair Shop	BG, A&E, Pressure Washer Maintenance, Shop	119.00		
Maintenance - Repair Shop	BG, A&E, Pressure Washer Maintenance and Supplies, Shop	264.77		
Maintenance - Repair Shop	BG, Kimball, Fittings, Shop Stock	1,357.54		
Maintenance - Repair Shop	BG, O'Reilly, Electrical Tap, Shop Stock	17.39		

Bill

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

Date	Ref. No.
06/22/23	062223

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

Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	BG, Delray Tire, Multiple Tires for Multiple Vehicles, Shop	4,474.63		
Huntington Lake VFD	BG, Delray Tire, Tires, E62, MOU Credit	3,398.74		
Maintenance - Repair Shop	BG, Nobile Brothers, Winch, T43, Duplicate Charge Credit Issued on Next Month's Statement	2,811.68		
Maintenance - Repair Shop	BG, Napa, Multiple Parts for Multiple Vehicles, Shop Stock	2,211.94		
Maintenance - Repair Shop	BG, Gibbs, Multiple Parts for Multiple Vehicles, Shop Stock	3,877.59		
Maintenance - Repair Shop	BG, Betts, Multiple Parts for Multiple Vehicles, Shop Stock	5,532.81		
Maintenance - Repair Shop	BG, Mid Valley, Seat Mounting Bolts, E77	16.72		
Maintenance - Repair Shop	BG, Amazon, Log Books, Shop Supplies	48.57		
Maintenance - Repair Shop	BG, FAS, Multiple Parts for Multiple Vehicles, Shop Stock	9,309.48		
Maintenance - Repair Shop	BG, Delray Tire, Multiple Tires for Multiple Vehicles, Shop Stock	9,576.85		
Maintenance - Repair Shop	BG, Fresno Pipe & Supply, Pump Parts, E96	156.63		
Maintenance - Repair Shop	BG, Amazon, Safety Signs, Shop	8.84		
Cellular Service	JD, Apple, iCloud Storage, B81	2.99		
Fire Fighting Equipment	JD, Knox Box, Fowler Fire Station	564.28		
Personal Safety Equipment	DR, Ventura TV, Washer and Dryer, Stn. 86	2,160.48		
Station Improvement Projects	DR, Amazon, Ceiling Scraper Tool, Stn. 82 Remodel	48.58		

Bill

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

Date	Ref. No.
06/22/23	062223

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

Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Station Improvement Projects	DR, Home Depot, Remodel Supplies, Stn. 82 Remodel	361.45		
Maintenance - Buildings & Grou	DR, Home Depot, Scaffolding for Stn. 82 Remodel	270.10		
Station Improvement Projects	DR, Home Depot, Painters Tape, Stock	27.10		
Maintenance - Buildings & Grou	DR, Amazon, Water Filters, Stn. 85	154.39		
Station Improvement Projects	DR, Ventura TV, Microwave Hood, Stn. 85 / Dishwasher, Stn. 82	1,080.19		
Maintenance - Buildings & Grou	DR, Home Depot, Laundry Room Supplies, Training Center	446.01		
Station Improvement Projects	DR, Home Depot, Kitchen Sink, Stn. 82 Remodel	359.34		
Maintenance - Buildings & Grou	DR, Home Depot, Paint Supplies, Stn. 89	46.52		
Food	RR, Subway, Food for personnel assigned to Slough Inc. CAFKU011910	160.85		
Miscellaneous	SS, Califitness Inc, Treadmill Power Cord, Stn. 86	215.95		
Miscellaneous	SS, Amazon, Power Box for Extractor, Stn. 86	88.87		
Wireless Internet	JC, AT&T, Internet Service, ECC	203.30		
Computer Equipment & Software	JC, HP, Back Packs for Laptops, District Stock	280.74		
Office Supplies	JC, Office Depot, HP Ink, District Finance	209.09		
Telestaff Program	JC, Twilio, SMS for Telestaff	350.00		
Office Supplies	JC, Amazon, Mouse Pads, PCF Stations	94.98		
Wireless Internet	JC, Ponderosa, Internet Services, Stn. 74	99.95		

Bill

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

Date	Ref. No.
06/22/23	062223

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

Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	RB, Future Ford Sanger, Gasket, S3	39.45		
Maintenance - Repair Shop	RB, Motion & Flow, Hoses, L87	420.82		
Maintenance - Repair Shop	RB, Selma Chryster, Evaporator, R4332	550.19		
Maintenance - Repair Shop	RB, Pape, A/C Assembly Parts, WT86	1,196.14		
Maintenance - Repair Shop	RB, American Expedition, Outfitting, New DT43	7,085.00		
Maintenance - Repair Shop	RB, Bullet Proof Diesel, EGR Coolers, E83 - E86	2,067.79		
Maintenance - Repair Shop	RB, Fast Undercar, Control Arm, T4329	261.86		
Maintenance - Repair Shop	RB, Selma Chrysler, Bar Front, SQ87	971.94		
Maintenance - Repair Shop	RB, ARP, Head Bolts, E83 - E86	2,459.57		
Maintenance - Repair Shop	RB, Delray Tire, Alignment, T4329	100.00		
Maintenance - Repair Shop	RB, Selma Chrysler, A/C Parts, SQ87	1,091.69		
Maintenance - Repair Shop	RB, Jim Manning, Engine Repairs, R4333	1,597.09		
Maintenance - Repair Shop	RB, Independence Enviornmental Services, Hazardous Waste Disposal, Shop	1,380.00		
Maintenance - Repair Shop	RB, Royal Auto Detailing, D4304	300.00		
Maintenance - Repair Shop	RB, Amazon, Magnetic Mic, D4304	258.84		
Maintenance - Repair Shop	RB, Amazon, Cooler Plug, D4304	64.75		
Maintenance - Repair Shop	RB, Amazon, Tie Down Straps, D4304	113.30		

Bill

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Bill Due	07/22/23
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Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Repair Shop	RB, CLF, Solenoid Valve Pump, E77	388.29		
Maintenance - Repair Shop	RB, Sanger Tire, B Service, P22C	171.68		
Maintenance - Repair Shop	RB, Selma Chrysler, Coolant Reservoir, U43	229.97		
Other Agency Repair Services	AS, Grimco, Graphics Stock	1,617.81		
Other Agency Repair Services	AS, Fellers, Graphics Stock	1,165.86		
Other Agency Repair Services	AS, Fellers, Graphics Stock	735.01		
Other Agency Repair Services	AS, Fellers, Graphics Stock	854.14		
Other Agency Repair Services	AS, Fellers, Graphics Stock	1,380.40		
Other Agency Repair Services	AS, Grimco, Graphics Stock	462.13		
Other Agency Repair Services	AS, Home Depot, Graphics Supplies	61.98		
PPE Clothing (Structure/Wildland)	TW, Amazon, Billed Wrong Account, Shop Stock	955.06		
Office Supplies	TW, Wal Mart, Supplies for Champ Camp, P4325	66.23		
Furniture & Linens	TW, Costco, Mattress Testing for District Stations Returned	582.45		
Cleaning Supplies	TW, Costco, Cleaning Supplies, Service Center Stock	435.99		
Bottled Water Service	TW, Fastenal, Water for District Stations, Stock	1,119.02		
Furniture & Linens	TW, Costco, Beds, Stn. 90	582.45		
Office Supplies	TW, Staples, Office Supplies, Stn. 87	63.88		
Office Supplies	TW, Staples, Office Supplies, Admin Office	423.02		

Bill

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Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Oxygen	TW, Barnes Welding, 15 Med O2 Bottle Refills, Stock	169.68		
Communication Equipment	TW, Business Radio Licensing, Radio Licensing	3,460.00		
Furniture & Linens	TW, Costco, Mattresses, Stn. 89	2,675.36		
Furniture & Linens	TW, Costco, Mattresses, Stn, 85	3,344.20		
Furniture & Linens	TW, Costco, Mattresses, Stn. 86	2,373.33		
Furniture & Linens	TW, Costco, Mattresses, Stn. 87	4,013.04		
Furniture & Linens	TW, Costco, Mattresses, Stn. 89	2,675.36		
Food	TW, Food for Inc. CAFKU011084	84.81		
Furniture & Linens	TW, Costco, Mattresses, Stn. 96	3,344.20		
Maintenance - Repair Shop	JL, Travel Wifi, Fraudulent Charge, Credit to Follow	15.99		
Station Improvement Projects	CV, Home Depot, Ceiling Fan, Stn. 82	112.81		
Station Improvement Projects	CV, Kelly Moore Paint, Paint, Stn. 82	745.49		
Station Improvement Projects	CV, Ideal Cabinetry, Kitchen Cabinets, Stn. 82	4,039.40		
Station Improvement Projects	CV, Home Depot, Paint Supplies, Stn. 82	190.72		
Furniture & Appliances	DU, Costco, Mattresses, Battalion 15 & 17	2,006.52		
Personal Safety Equipment	DU, Lowes, Plumbing Supplies for Extractor Install, Stn. 96	82.96		
Personal Safety Equipment	DU, Lowes, Plumbing Supplies for Extractor Install, Stn. 95	206.29		

Bill

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Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Training	JM, Tractor Supply, Straw for Fire Behavior, Training Center	84.95		
Maintenance - Buildings & Grou	JC, Home Depot, Front Bathroom Repair Kit, Training Center	42.46		
Conferences/Seminars/Training	JC, Ramanda Inn, Hotel for Training Assistant C-110	615.06		
Furniture & Appliances	JC, La Z Boy, Payment for District Recliners	2,838.38		
Furniture & Appliances	JC, La Z Boy, Payment for District Recliners	430.23		
Food	JC, The Sticky Icky, Food for Board Meeting	187.02		
Cellular Service	RM, Apple, iCloud Storage, D100	0.99		
Office Supplies	PH, Staples, Office Supplies, Shop	666.21		
Office Supplies	PH, Staples, Office Supplies, Shop	170.61		
Office Supplies	PH, Staples, Ink, Admin Office	1,406.83		
Station Improvement Projects	JDT, Valley Air, Gas Line Generator, Stn. 93	1,690.00		
Station Improvement Projects	JDT, Valley Air, Final Gas Tie in, Stn. 95	450.00		
Station Improvement Projects	JDT, Valley Air, Final Gas Tie in, Stn. 85	555.00		
Station Improvement Projects	JDT, Valley Air, Final Gas Tie IN, Stn. 93	985.00		
Station Improvement Projects	JDT, Home Depot, Remodel Supplies, Stn. 82	217.55		
Cellular Service	JDT, Apple, icloud Storage, HFEO 43	0.99		
Maintenance - Buildings & Grou	JDT, Home Depot, Sheet Rock Repair, Stn. 89	167.55		

Bill

Fresno County Fire Protection District
 210 S. Academy Ave.
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Bill Due	07/22/23
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Expenses

Account	Memo	Amount	Customer:Job	Class
Maintenance - Buildings & Grou	JDT, Home Depot, Laundry Room, Training Center	377.75		
Station Improvement Projects	JDT, Home Depot, Station Remodel, Stn. 82	87.79		
Maintenance - Buildings & Grou	JDT, Valley Air, Plumber Service, Stn. 87	325.00		
Station Improvement Projects	JDT, Valley Air, Cold Water Heater, Stn. 89	4,900.00		
Personal Safety Equipment	BM, Lowes, Extractor Fittings, Stn. 85	341.30		
Personal Safety Equipment	BM, Lowes, Extractor Fittings, Stn. 86	11.86		
Furniture & Appliances	BM, Laz Boy, Payment for District Recliners	3,450.00		
Furniture & Appliances	BM, La Z Boy, Payment for District Recliners	2,280.00		
Furniture & Appliances	BM, La Z Boy, Payment for District Recliners	570.00		
Food	BM, Robertitos Food for personnel, Stn. 89 Remodel	60.21		
Food	BM, Robertitos, Food for personnel, Stn. 89 Remodel	19.24		
Furniture & Appliances	BM, La Z Boy, Payment for District Recliners	3,000.00		
Food	EV, Maria's Tacos, CAFKU009866	58.91		
Technical Rescue Program	EV, Northwest River Supplies, Shipping, SWRT Helmet, Stn. 87	11.03		
Technical Rescue Program	EV, Northwest River Supplies, SWRT Helmet, Stn. 87	110.46		
Maintenance - Buildings & Grou	EV, NAPA, Air Hoses for Stn. Compressor, Stn. 87	27.30		
Supplies - Medical	EV, Henry Schein, EMS Supplies, Stock	897.97		

Bill

Fresno County Fire Protection District
210 S. Academy Ave.
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U S Bank Corporate Payment System P O Box 790428 St Louis, MO 63179-0428

Bill Due	07/22/23
Terms	Net 30
Memo	District Cal Card

Expenses

Account	Memo	Amount	Customer:Job	Class
Technical Rescue Program	EV, Landfall Navigation, SWRT Helmets, Stn. 87	624.75		
Maintenance - Buildings & Grou	SB, DPH Enviornmental Health, Enviornmental CUPA Fees, Stn. 94	182.00		
Public Information Officer	SB, Fed Ex, Pop Up Banner, PIO	166.85		
Exercise Equipment	SB, Bruteforce, Fitness Equipment, Stn. 87	93.82		
Exercise Equipment	SB, Amazon, Fitness Equipment, Stn. 87	185.18		
Exercise Equipment	SB, Amazon, Fitness Equipment, Stn. 87	691.03		
Exercise Equipment	SB, Amazon, Fitness Equipment, Stn. 87	1,131.34		
Exercise Equipment	SB, Amazon, Fitness Equipment, Stn. 87	25.90		
Website Administration	SB, Website Adminstration, Previous Website Admin	255.00		
Exercise Equipment	SB, Amazon, Fitness Equipment, Stn. 87	32.38		
Food	JW, Chukchansi Park, FCO & FFD Executive Meeting	410.78		

Expense Total : 156,058.00

Bill Total : \$156,058.00

Fresno County Fire Protection District
Balance Sheet
 As of June 30, 2023

	<u>Jun 30, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
0105 · PVB Ranger Club	3,259.13
0107 · WFB Operating Account	394,337.80
0109 · WFB Reserve Account	1,322,018.09
0110 · County of Fresno Treasury	
County Cash-10000 Gen Fund	7,421,618.48
County Cash-20000 Capital Equip	4,203,826.56
County Cash-41240 Zone 2	20,456.58
County Cash-41250 Zone 3	1,464.10
County Cash-41260 Zone 4	84.67
County Cash-41270 Zone 5	45,190.94
County Cash-41280 Zone 6	1,859.09
County Cash-41290 Zone 7	25,778.94
County Cash-41300 Zone 8	10,899.16
County Cash-41310 Zone 9	41,182.06
County Cash-41320 Zone 10	2,497,008.36
County Cash-41360 Zone A	253,067.68
County Cash-41370 Hydrant Maint	2,622.86
County Cash-41380 MNTFA	108,941.37
County Cash-41389 CFD	236,821.17
County Cash-41390 Zone 1(A) CFD	231,187.14
County Cash-41391 Zone 1(B) CFD	286,671.57
County Cash-41392 Zone 2(A) CFD	209,067.74
County Cash-41393 Zone 2(B) CFD	127,802.01
Total 0110 · County of Fresno Treasury	15,725,550.48
0111 · WFB Bldg. Contingency	361,590.64
0112 · WFB Payroll	39,209.66
Total Checking/Savings	17,845,965.80
Accounts Receivable	
1200 · Accounts Receivable	297,080.73
Total Accounts Receivable	297,080.73
Other Current Assets	
15000 · Lease Receivable	30,773.00
Total Other Current Assets	30,773.00
Total Current Assets	18,173,819.53
TOTAL ASSETS	18,173,819.53
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	543,870.18
Total Accounts Payable	543,870.18

Fresno County Fire Protection District
Balance Sheet
As of June 30, 2023

	<u>Jun 30, 23</u>
Other Current Liabilities	
25000 · Deferred Lease Revenue	30,773.00
Total Other Current Liabilities	<u>30,773.00</u>
Total Current Liabilities	<u>574,643.18</u>
Total Liabilities	574,643.18
Equity	
30000 · Opening Balance Equity	568,283.95
32000 · Retained Earnings	1,631,459.52
34000 · Prior Period Adjustments	95,738.95
3900 · Fund Balance	10,207,058.53
Net Income	5,096,635.40
Total Equity	<u>17,599,176.35</u>
TOTAL LIABILITIES & EQUITY	<u><u>18,173,819.53</u></u>

Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
222 (E89): 2021 SMEAL METRO STAR	3425	Miles	06/30/2023	14: A SERVICE
Date(s): 06/01/2023 - 06/30/2023 553 (BR75 New): 1995 HME SFO	3418	Miles	06/30/2023	14: A SERVICE
519 (WT77): 1999 INTERNATIONAL	3417	Miles	06/30/2023	14: A SERVICE
223 (E90): 2021 SMEAL METRO STAR	3413	Miles	06/30/2023	14: A SERVICE
517 (R87): 2008 SVI RESCUE	3412	Miles	06/30/2023	14: A SERVICE
539 (SQ287): 2008 Ford F550	3411	Miles	06/30/2023	14: A SERVICE
531 (SQ87): 2016 Dodge RAM 5500	3410	Miles	06/30/2023	14: A SERVICE
061 (R287): 2008 Chevrolet K1500	3409	Miles	06/30/2023	14: A SERVICE
219 (L87): 2019 SMEAL METRO STAR	3408	Miles	06/30/2023	14: A SERVICE
224 (New BR74): 2000 INTERNATIONAL	3397	Miles	06/30/2023	03: BRAKES Part: 1868X8 - Dot Male Connection 1/2T x 3/8MP Labor: 6995875 - FAGUNDES, MICHAEL ME-15: 90 Day Compliance
222 (E89): 2021 SMEAL METRO STAR	3395	Miles	06/30/2023	02: ENGINE Part: 5478594 - Thermostat Labor: 817025 - Kagy, Dakota 31: OUTFIT Part: STB6301 - Switch
507 (New BS82): 2021 RAM 5500	3382	Miles	06/30/2023	14: A SERVICE
013 (B71): 2021 Chevrolet Silverado	3398	Miles	06/29/2023	01: AIR CONDITIONING Labor: 812272 - Lira, David
321 (WT82): 2011 KENWORTH T440	3415	Miles	06/28/2023	14: A SERVICE
227 (New E82): 2022 SMEAL	3414	Miles	06/28/2023	14: A SERVICE
210 (E72): 2009 SMEAL METRO STAR	3401	Miles	06/28/2023	03: BRAKES Part: 90555398 - 90 PSI PPV Labor: 6995875 - FAGUNDES, MICHAEL ME-15: 90 Day Compliance
321 (WT82): 2011 KENWORTH T440	3400	Miles	06/28/2023	08: TIRES

Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: 98274 - 11R22.5 Tires Labor: 817025 - Kagy, Dakota
Date(s): 06/01/2023 - 06/30/2023 529 (P74): 1995 Ford F350	3399	Miles	06/28/2023	09: ELECTRICAL Labor: 6995875 - FAGUNDES, MICHAEL 23: LIGHTING (CHASSIS & CODE 3) ME-15: 90 Day Compliance
501 (Training Center): 2021 Polaris Ranger EV	3431	Engine Hours	06/28/2023	08: TIRES 09: ELECTRICAL Labor: Intern - Santoyo, Demetrius Labor: Intern - Miranda, Kaleb Labor: 5780466 - NGUYEN, FERSON Labor: 695099 - HUERTA, ANGEL
516 (U43): 2018 Dodge RAM 5500	3430	Miles	06/26/2023	02: ENGINE Part: 52014734AG001 - Charge Air Pipe 13: RADIATOR SYSTEM Part: 3688493CZ - Coolant Drain Coupler Part: 605 - Coolant(Gal.) Part: 68166475-AD - Coolant Bottle Labor: 7108358 - TRIFFON, JD Labor: 812272 - Lira, David
227 (New E82): 2022 SMEAL	3429	Miles	06/26/2023	03: BRAKES Part: 3036CLE - Dayton Parts 30/36 Long Stroke Labor: 5780466 - NGUYEN, FERSON
322 (WT90): 2019 KENWORTH T440	3416	Miles	06/26/2023	14: A SERVICE
322 (WT90): 2019 KENWORTH T440	3428	Miles	06/25/2023	30: PUMP SYSTEM Labor: 817025 - Kagy, Dakota
215 (E83): 2013 SMEAL METRO STAR	3427	Miles	06/24/2023	01: AIR CONDITIONING Labor: 817025 - Kagy, Dakota 30: PUMP SYSTEM
214 (E74): 2013 SMEAL METRO STAR	3405	Miles	06/22/2023	05: BODY Part: 717376 - Passenger Inner Latch Mechanism Part: 050796V009 - Latch DR LH Labor: 817025 - Kagy, Dakota
204 (E294): 2005 HME INTRUDER	3404	Miles	06/22/2023	31: OUTFIT Part: 634-1241-212-02 - Relay Labor: 817025 - Kagy, Dakota
531 (SQ87): 2016 Dodge RAM 5500	3403	Miles	06/22/2023	02: ENGINE Labor: 817025 - Kagy, Dakota

Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
227 (New E82): 2022 SMEAL	3402	Miles	06/21/2023	03: BRAKES Part: 66854B - Webb 9" Rear Brake Drum Part: XK3124711QP - 9" Rear Brake Shoe 08: TIRES Part: 11R-22.5 - Goodyear G182 Labor: 5780466 - NGUYEN, FERSON Labor: 695099 - HUERTA, ANGEL
Date(s): 06/01/2023 - 06/30/2023				
500 (Scissor Lift): 1993 Snorkel	3396	Engine Hours	06/22/2023	11: C SERVICE Part: A213938 - Air Filter Part: A213939 - Air Filter Part: 400404-00122 - Oil Filter Part: 10W-30 - Engine Oil(Qt.) Part: D140182 - Transmission Filter Part: D700178 - Propane Eye Coupler Labor: Intern - Miranda, Kaleb Labor: Intern - Santoyo, Demitrius Labor: 695099 - HUERTA, ANGEL
Selma Fire Department:	3379	27,280.0 Miles		09: ELECTRICAL Part: REL-50R - Relay Labor: 817025 - Kagy, Dakota
Sanger Fire Departmnet:	3378	74,580.0 Miles		02: ENGINE 09: ELECTRICAL 12: PUMP TEST
Sanger Fire Departmnet:	3377	76,420.0 Miles		12: PUMP TEST Labor: 817025 - Kagy, Dakota
222 (E89): 2021 SMEAL METRO STAR	3394	Miles	06/16/2023	05: BODY Part: 703-1383 - Fuel Cap Labor: 6995875 - FAGUNDES, MICHAEL
013 (B71): 2021 Chevrolet Silverado	3393	Miles	06/16/2023	08: TIRES Part: 351220 - 275/70R15 Toyo Labor: 817025 - Kagy, Dakota
209 (E94): 2009 SMEAL METRO STAR	3392	Miles	06/16/2023	05: BODY Part: AC-10133 - Latch, Bear Claw Part: AC-10160 - Striker Labor: 6995875 - FAGUNDES, MICHAEL
224 (New BR74): 2000 INTERNATIONAL	3391	Miles	06/15/2023	02: ENGINE Part: 1830606C95 - Water Pump Part: ELC - Red Engine Coolant(Gal.) Labor: 5780466 - NGUYEN, FERSON
088 (U31): 2007 Chevrolet K1500	3390	Miles	06/15/2023	03: BRAKES Part: FT8472 - Brake Shoes 08: TIRES Part: 216/80 - Tires 245/75R17

Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: 90-442-2 - Valve Stems 10: B SERVICE Part: 2488 - Air Filter Part: 3386 - Oil Filter Part: 115WOR - Oil Supplement Part: 203CCWOR - Fuel Supplement Labor: 817025 - Kagy, Dakota 10: B SERVICE
Date(s): 06/01/2023 - 06/30/2023				
513 (L72): 2022 SMEAL	3389	Miles	06/15/2023	06: FRAME Part: 740-1075 - Arm, Locking Pin RH Part: 740-1032 - Arm, Locking Pin LH Labor: 6995875 - FAGUNDES, MICHAEL
314 (WT96): 2001 INTERNATIONAL	3388	Miles	06/16/2023	30: PUMP SYSTEM Part: 350133 - Akron Valve Kit Part: 0310-0010 - 2 1/2" S/S Elbow Part: 0420-0900 - 2 1/2" S/S Closed Nipple Part: 01-055-6 - Brass Bumper Swivels Labor: 3211684 - GREENWOOD, BILLY Labor: 5780466 - NGUYEN, FERSON
509 (S2): 2021 RAM 2500 ProMaster	3387	Miles	06/14/2023	08: TIRES 10: B SERVICE Part: 100010 - Oil Filter Part: 200304 - Air Filter Part: 115WOR - Engine Oil Supplement Part: 203CCWOR - Fuel System Cleaner Part: 9822 - Windshield Cleaner Concentrate Labor: 5780466 - NGUYEN, FERSON
216 (E93): 2013 SMEAL METRO STAR	3386	Miles	06/14/2023	30: PUMP SYSTEM Part: Wm118317 - Pump Shifter Labor: 6995875 - FAGUNDES, MICHAEL
321 (WT82): 2011 KENWORTH T440	3385	Miles	06/14/2023	09: ELECTRICAL Part: 2600056 - Microswitch Part: 2601618 - Duetsch 3 Pin Pigtail Labor: 6995875 - FAGUNDES, MICHAEL
513 (L72): 2022 SMEAL	3384	Miles	06/13/2023	30: PUMP SYSTEM Labor: 6995875 - FAGUNDES, MICHAEL
214 (E74): 2013 SMEAL METRO STAR	3383	Miles	06/13/2023	09: ELECTRICAL Part: 696310-001 - Sensor, Occupant Labor: 6995875 - FAGUNDES, MICHAEL 23: LIGHTING (CHASSIS & CODE 3) Part: 20214GT - LED Go Light
218 (E95): 2013 SMEAL METRO STAR	3380	Miles	06/12/2023	03: BRAKES Labor: 6995875 - FAGUNDES, MICHAEL 13: RADIATOR SYSTEM

Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: 2535-FF2-001 - Surge Tank Part: RW0021-83 - TVS 16 Lbs. Radiator Cap Part: Bulk Red Coolant - Antifreeze(Gal.)
Date(s): 06/01/2023 - 06/30/2023				
209 (E94): 2009 SMEAL METRO STAR	3376	Miles	06/12/2023	09: ELECTRICAL Labor: 6995875 - FAGUNDES, MICHAEL 16: WINDOWS AND MIRRORS Part: 200489-CS-15 - Wiper Arm Assembly Part: 109054-65-83 - 18" Wiper Blade 23: LIGHTING (CHASSIS & CODE 3) Part: H4656 - Low Beam Headlight Part: H4651 - High Beam Headlight
202 (E287): 2005 HME INTRUDER	3375	Miles	06/12/2023	02: ENGINE Part: 3973511 - Valve Cover Filler Cap 10: B SERVICE Part: 1748XD - Oil Filter Part: FS1003 - Fuel Filter Part: 3697 - Fuel Filter Part: 6748 - Air Filter Part: 15W40 - Engine Oil(Qt.) Labor: 695099 - HUERTA, ANGEL 13: RADIATOR SYSTEM Part: 703-1708 - Radiator Cap
212 (E96): 2009 SMEAL METRO STAR	3374	Miles	06/12/2023	09: ELECTRICAL Labor: 3211684 - GREENWOOD, BILLY Labor: 6995875 - FAGUNDES, MICHAEL
531 (SQ87): 2016 Dodge RAM 5500	3373	Miles	06/12/2023	09: ELECTRICAL Part: Relay - 40 AMP Relay Labor: 5780466 - NGUYEN, FERSON
215 (E83): 2013 SMEAL METRO STAR	3370	Miles	06/04/2023	03: BRAKES Part: 66854B - Brake Drum Part: XK3124711QP - Brake Shoe 08: TIRES Part: 6182RSD - 11R22.5 - Goodyear Tire 10: B SERVICE Part: 3936 - Fuel Filter Part: FS1003 - Fuel Filter Part: 1748XD - Oil Filter Part: 15W40 - Bulk Oil(Qt.) Labor: 5780466 - NGUYEN, FERSON Labor: 812272 - Lira, David 25: RADIO/ANTENNA REPAIR OR INSTALLATION Part: MMSU-1 - Magnetic Mic
219 (L87): 2019 SMEAL METRO STAR	3371	Miles	06/03/2023	04: TRANSMISSION 10: B SERVICE Part: 400107 - Napa Oil Filter Part: FFS825 - Fleet Guard Fuel Filter Part: FS19799 - Fleet Guard Fuel Filter

Quick WO History

<u>Asset</u>	<u>WO #</u>	<u>Meter</u>	<u>Closed Date</u>	<u>Work Code</u>
				Part: 6556 - Napa Engine Air Filter Part: 15W40 - Motor Oil(Qt.) Labor: 11 - Lovett, Josh Labor: 5780466 - NGUYEN, FERSON
Date(s): 06/01/2023 - 06/30/2023				25: RADIO/ANTENNA REPAIR OR INSTALLATION Part: AUX - Kenwood Base Speaker
213 (E85): 2013 SMEAL METRO STAR	3372	Miles	06/02/2023	09: ELECTRICAL Part: 978-5101 - High Beam Turn Signal 10: B SERVICE Part: 6891 - Air Filter Part: 3936 - Fuel Filter Part: FS1003 - Fuel Filter Part: 1748XD - Oil Filter Part: 15W40 - Engine Oil(Qt.) Labor: 5780466 - NGUYEN, FERSON Labor: 695099 - HUERTA, ANGEL
215 (E83): 2013 SMEAL METRO STAR	3293	Miles	06/02/2023	14: A SERVICE
210 (E72): 2009 SMEAL METRO STAR	3369	Miles	06/01/2023	30: PUMP SYSTEM Labor: 6995875 - FAGUNDES, MICHAEL
209 (E94): 2009 SMEAL METRO STAR	3368	Miles	06/01/2023	23: LIGHTING (CHASSIS & CODE 3) Part: 01-044-1987-04U - Whelen 20 Watt Bulb Part: 0302-GG2-068 - REV Bubble Amber Turn Signal Light Labor: 5780466 - NGUYEN, FERSON
237 (BR94): 2002 INTERNATIONAL 4700	3367	Miles	06/01/2023	05: BODY Labor: 5780466 - NGUYEN, FERSON
216 (E93): 2013 SMEAL METRO STAR	3366	Miles	06/01/2023	10: B SERVICE Part: 3936 - Fuel Filter Part: FS1003 - Fuel Filter Part: 1748XD - Oil Filter Part: 6891 - Air Filter Part: 15w40 - Motor Oil(Qt.) Labor: 5780466 - NGUYEN, FERSON 30: PUMP SYSTEM
218 (E95): 2013 SMEAL METRO STAR	3365	Miles	06/01/2023	10: B SERVICE Part: 3936 - Fuel Filter Part: FS1003 - Fuel Filter Part: 6891 - Air Filter Part: 15w40 - Motor Oil(Qt.) Labor: 5780466 - NGUYEN, FERSON 36: PLUMBING Part: 9147 - 3" Akron Valve Kit
061 (R287): 2008 Chevrolet K1500	3316	Miles	06/01/2023	14: A SERVICE

Quick WO History

Asset	WO #	Meter	Closed Date	Work Code
219 (L87): 2019 SMEAL METRO STAR	3312	Miles	06/01/2023	14: A SERVICE
Date(s): 06/01/2023 - 06/30/2023				
314 (WT96): 2001 INTERNATIONAL	3308	Miles	06/01/2023	14: A SERVICE
320 (WT86): 2011 KENWORTH T440	3307	Miles	06/01/2023	14: A SERVICE
517 (R87): 2008 SVI RESCUE	3305	Miles	06/01/2023	14: A SERVICE
206 (E288): 2005 HME INTRUDER	3303	Miles	06/01/2023	14: A SERVICE
507 (New BS82): 2021 RAM 5500	3301	Miles	06/01/2023	14: A SERVICE
221 (E75): 1999 HME	3300	Miles	06/01/2023	14: A SERVICE
529 (P74): 1995 Ford F350	3297	Miles	06/01/2023	14: A SERVICE
214 (E74): 2013 SMEAL METRO STAR	3296	Miles	06/01/2023	14: A SERVICE
513 (L72): 2022 SMEAL	3295	Miles	06/01/2023	14: A SERVICE
210 (E72): 2009 SMEAL METRO STAR	3294	Miles	06/01/2023	14: A SERVICE
227 (New E82): 2022 SMEAL	3292	Miles	06/01/2023	14: A SERVICE
237 (BR94): 2002 INTERNATIONAL 4700	3290	Miles	06/01/2023	14: A SERVICE
209 (E94): 2009 SMEAL METRO STAR	3289	Miles	06/01/2023	14: A SERVICE
313 (WT93): 2021 KENWORTH	3288	Miles	06/01/2023	14: A SERVICE
216 (E93): 2013 SMEAL METRO STAR	3287	Miles	06/01/2023	14: A SERVICE

**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, 2023, 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 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. 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, 2023, to June 30, 2024**. 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

Dustin Hail, Chief

210 S. Academy Ave.

Sanger, CA 93657

BALD MOUNTAIN FIRE
PROTECTION DISTRICT

Cam Donahoe, Chief

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: June 29, 2023

BALD MOUNTAIN FIRE
PROTECTION DISTRICT

By: Alain Sprague

Title: Board President

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: _____

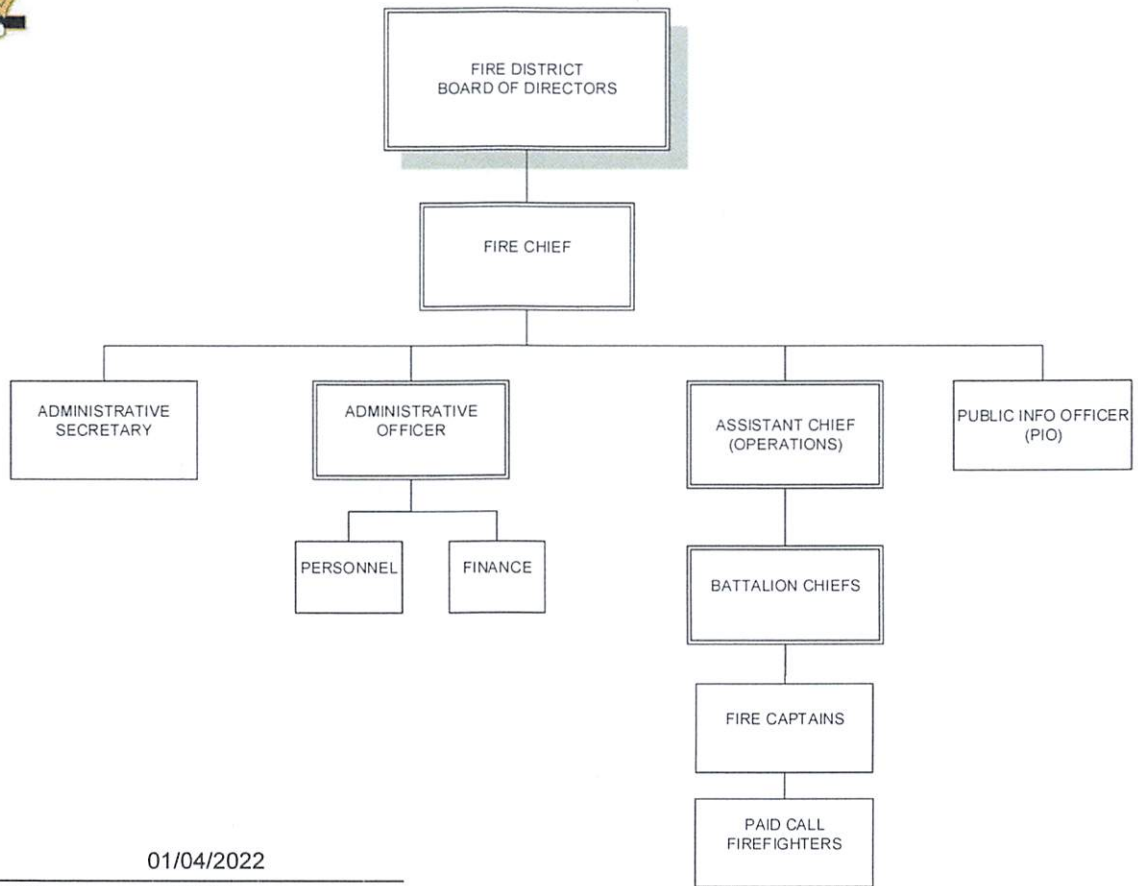
FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL

(SEAL)



FRESNO COUNTY FIRE PROTECTION DISTRICT ORGANIZATIONAL CHART

EXHIBIT A



DUSTIN HAIL, FIRE CHIEF

01/04/2022

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
FIRE																	
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^				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			
EACH Additional Alarm ☞	Duplicate 1st Alarm													x			
Other																	
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 23/24 Cost Estimate for July 1, 2023 through June 30, 2024
 Dispatch and Protection Planning Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
Salaries					67.30%	
Communications Operator	1	\$4,900.00	0.33	\$1,617.00	\$1,088.24	2,705.24
Extended Duty Week Compensation					0.00%	
Not Applicable						
Uniforms					0.00%	
Uniforms-Communications Operator	1	\$104.17	0.33	\$34.38	\$0.00	34.38
Overtime					1.45%	
Overtime	1	\$0.00	0.33	\$0.00	\$0.00	0.00
Sub-Total Dispatch Personnel Services						2,739.62
CAL FIRE Administrative Rate of 12.01% for Personnel					12.01%	329.03
Total Dispatch Personnel Services						3,068.65
Salaries - Protection and Planning						
	Number	Salary With Benefits	Months	Sub-Total		
Fire Inspector	1	\$5,792	0.13	\$752.96		752.96
Uniform Expense	1	\$50	0.13	\$6.50		6.50
Sub-Total Protection & Planning Personnel Services						759.46
Operating						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
Sub-Total Personnel Services / Operating Expenses						759.46
FCFPD Administrative Fee - 10% for Personnel / Operating Expenses					10.00%	75.95
Total Protection and Planning Personnel Services and Operations						835.41
Total Estimated Cost						3,904.05
Less 75% discount due to the Creek Fire impact						2,928.04
GRAND TOTAL ESTIMATED COST FOR 2023/2024 FISCAL YEAR						976.01

**A COOPERATIVE AGREEMENT
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT
AND THE ORANGE COVE FPD**

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, 2023, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the Orange Cove Fire Protection District (hereinafter referred to as "ORANGE COVE 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 ORANGE COVE FPD with Emergency Dispatch 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 Emergency Dispatch Services (only). 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 Emergency Dispatch Services (only) as deemed necessary to satisfy the needs of both the DISTRICT and ORANGE COVE FPD, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

B. ORANGE COVE FPD shall assign an existing Chief Officer or designee as the Orange Cove FPD contract representative ("Orange Cove FPD Representative"). The DISTRICT Fire Chief shall communicate with the Orange Cove FPD Representative for directing the fire protection services provided to ORANGE COVE 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. ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE FPD to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of ORANGE COVE FPD for the purposes of the Agreement. Except for unscheduled repairs to Orange Cove 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE FPD. If ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE FPD desires a reduction in STATE civil service employees or services assigned to ORANGE COVE FPD as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, ORANGE COVE 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, ORANGE COVE 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. ORANGE COVE FPD shall pay the DISTRICT actual costs for Emergency Dispatch 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 ORANGE COVE FPD 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. ORANGE COVE 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. ORANGE COVE FPD shall designate a "Contract Administrator" who shall, under the supervision and direction of ORANGE COVE FPD, be authorized to execute amendments to Exhibit "C" on behalf of ORANGE COVE FPD.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**. 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 ORANGE COVE FPD, the DISTRICT agrees to continue to provide Emergency Dispatch Services (only) to ORANGE COVE FPD until such time as ORANGE COVE 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, ORANGE COVE FPD shall give the DISTRICT written notice of whether ORANGE COVE FPD intends to enter into a new agreement with the DISTRICT for Emergency Dispatch

Services (only) and, if so, whether ORANGE COVE FPD intends to change the level of fire protection services from that provided by this agreement.

C. If ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE FPD during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE FPD, demand payment of charges and seek reimbursement of ORANGE COVE 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 ORANGE COVE FPD in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of ORANGE COVE FPD costs, less

extraordinary collection expenses, will be credited to the ORANGE COVE 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 ORANGE COVE FPD equipment and personnel under the terms of this agreement, the DISTRICT may, on request of ORANGE COVE FPD, bring such an action for collection of costs incurred by ORANGE COVE FPD. In such a case ORANGE COVE FPD appoints and designates the DISTRICT as its agent in said collection proceedings. In the event of recovery, the DISTRICT shall apportion to ORANGE COVE 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 ORANGE COVE FPD.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by ORANGE COVE 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 ORANGE COVE FPD, 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 ORANGE COVE FPD or from acts not within the scope of duties to be performed pursuant to this agreement.

B. ORANGE COVE 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, 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 ORANGE COVE 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/ORANGE COVE 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/ORANGE COVE 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

ORANGE COVE FPD shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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 ORANGE COVE 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

Dustin Hail, Chief

210 S. Academy Ave.

Sanger, CA 93657

ORANGE COVE FIRE PROTECTION
DISTRICT

Tom Greenwood, Chief

550 Center St.

Orange Cove CA 93646

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

Dated: 6-28-23

ORANGE COVE FIRE PROTECTION
DISTRICT

By: Lee Bailey

Title: Lee Bailey, President

ATTEST:

By: Manuel Ferreira

Title: Secretary

(SEAL)

APPROVED AS TO FORM:

Manuel Ferreira

Dated: _____

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By: _____
President, Board of Directors

ATTEST:

Clerk of the Board

By: _____

(SEAL)

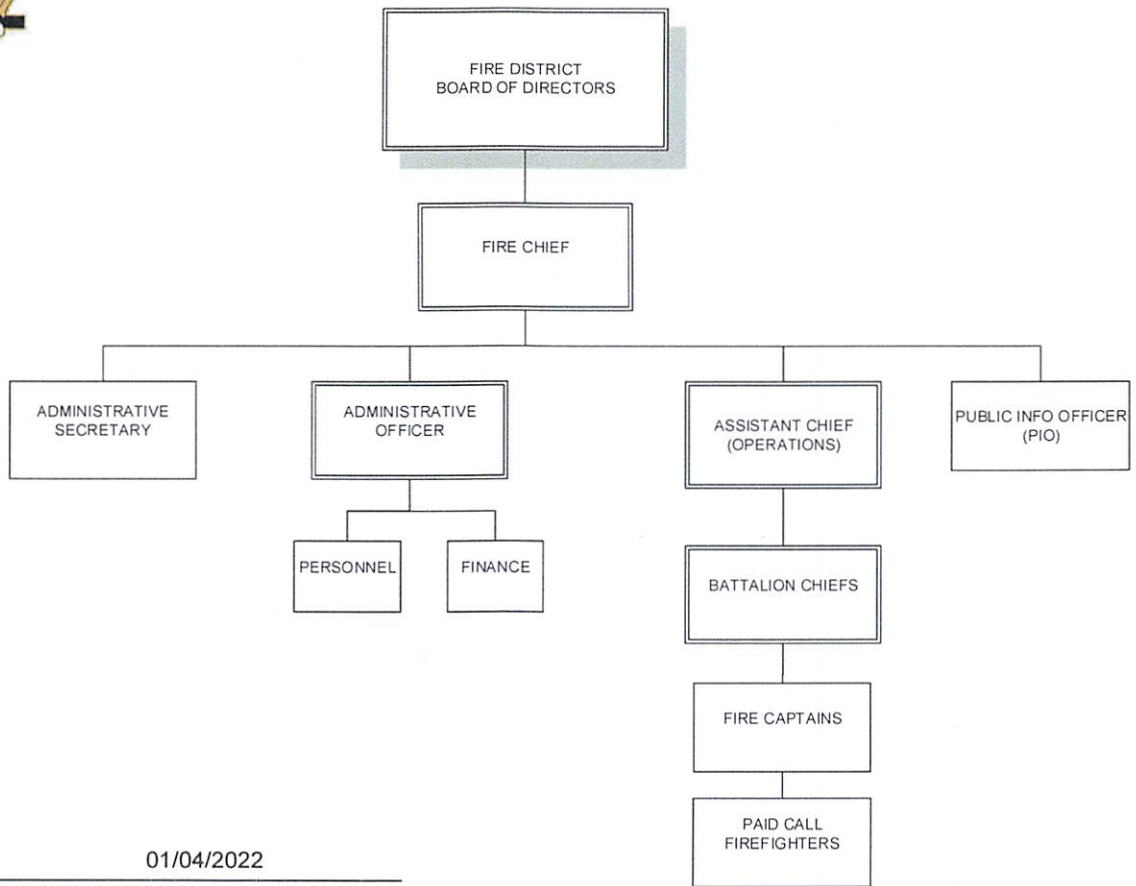
APPROVED AS TO FORM:

FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL



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	
FIRE																		
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				
EACH Additional Alarm ☞	Duplicate 1st Alarm													x				
Other																		
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

Orange Cove Fire Protection District

FY23/24 Cost Estimate for July 1, 2023 through June 30, 2024

Dispatch Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
Salaries					67.30%	
Communications Operator	1	\$4,900.00	2.65	\$12,985.00	\$8,738.91	21,723.91
Extended Duty Week Compensation					0.00%	
Not Applicable						
Overtime					1.45%	
Overtime	1	\$0.00	2.65	\$0.00	\$0.00	0.00
Uniforms					0.00%	
Uniforms - Communications Operator	1	\$104.17	2.65	\$276.05	\$0.00	276.05
Sub-Total Personnel Services						21,999.96
CAL FIRE Administrative Rate of 12.01% for Personnel.				12.01%		2,642.19
TOTAL PERSONNEL SERVICES						24,642.15
Operating						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
TOTAL OPERATING EXPENSES						0.00
FCFPD Administrative Fee - 10% for Operating Expenses				10.00%		0.00
TOTAL PERSONNEL AND OPERATIONS						24,642.15
Less: 50% Discount due to Auto Aid Agreement						12,321.08
GRAND TOTAL ESTIMATED COST FOR 2023-2024 FISCAL YEAR						12,321.08

**COOPERATIVE AGREEMENT
BETWEEN FRESNO COUNTY FIRE PROTECTION DISTRICT
AND THE RIVERDALE PUBLIC UTILITY 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, 2023, by and between The Fresno County Fire Protection District (hereinafter referred to as "District") and the Riverdale Public Utility District, 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 RIVERDALE PUBLIC UTILITY DISTRICT with Emergency Dispatch 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 Emergency Dispatch Services (only). 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 the 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 Emergency Dispatch Services (only) as deemed necessary to satisfy the needs of both the DISTRICT and RIVERDALE PUBLIC UTILITY DISTRICT, except upon those lands wherein other agencies of government have responsibility for the same or similar fire protection services.

B. RIVERDALE PUBLIC UTILITY DISTRICT shall assign an existing Chief Officer or designee as the Riverdale Public Utility District contract representative ("Riverdale Public Utility District Representative"). The DISTRICT Fire Chief shall communicate with the Riverdale Public Utility District Representative for directing the fire protection services provided to RIVERDALE PUBLIC UTILITY DISTRICT 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. RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT to expend or appropriate any sum in excess of Exhibit "C" which exceeds the yearly appropriation of RIVERDALE PUBLIC UTILITY DISTRICT for the purposes of the Agreement. Except for unscheduled repairs to Riverdale Public Utility District 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT, 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 RIVERDALE PUBLIC UTILITY DISTRICT. If RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT desires a reduction in STATE civil service employees or services assigned to RIVERDALE PUBLIC UTILITY DISTRICT as provided for in Exhibit "C," when paragraph A.1. of this Section is not applicable, RIVERDALE PUBLIC UTILITY DISTRICT 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, RIVERDALE PUBLIC UTILITY DISTRICT 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. RIVERDALE PUBLIC UTILITY DISTRICT shall pay the DISTRICT actual costs for Emergency Dispatch 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 RIVERDALE PUBLIC UTILITY DISTRICT 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. RIVERDALE PUBLIC UTILITY DISTRICT 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. RIVERDALE PUBLIC UTILITY DISTRICT shall designate a "Contract Administrator" who shall, under the supervision and direction of RIVERDALE PUBLIC UTILITY DISTRICT, be authorized to execute amendments to Exhibit "C" on behalf of RIVERDALE PUBLIC UTILITY DISTRICT.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**. 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 RIVERDALE PUBLIC UTILITY DISTRICT, the DISTRICT agrees to continue to provide Emergency Dispatch Services (only) to RIVERDALE PUBLIC UTILITY DISTRICT until such time as RIVERDALE PUBLIC UTILITY DISTRICT 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, RIVERDALE PUBLIC UTILITY DISTRICT shall give the DISTRICT written notice of whether RIVERDALE PUBLIC UTILITY DISTRICT intends to enter into a new agreement with the DISTRICT for Emergency Dispatch Services (only) and, if so, whether RIVERDALE PUBLIC UTILITY DISTRICT intends to change the level of fire protection services from that provided by this agreement.

C. If RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT pursuant to Government Code §55603.5. (Except for Emergency Dispatch Services Contracts)

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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 RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT, demand payment of charges and seek reimbursement of RIVERDALE PUBLIC UTILITY DISTRICT 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 RIVERDALE PUBLIC UTILITY DISTRICT in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of RIVERDALE PUBLIC UTILITY DISTRICT costs, less extraordinary collection expenses, will be credited to the RIVERDALE PUBLIC UTILITY DISTRICT. (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 RIVERDALE PUBLIC UTILITY DISTRICT equipment and personnel under the terms of this agreement, the DISTRICT may, on request of RIVERDALE PUBLIC UTILITY DISTRICT, bring such an action for collection of costs incurred by RIVERDALE PUBLIC UTILITY DISTRICT. In such a case RIVERDALE PUBLIC UTILITY DISTRICT appoints and designates the DISTRICT as its agent in said collection proceedings. In the event of recovery, the DISTRICT shall apportion to RIVERDALE PUBLIC UTILITY DISTRICT its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

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All personal property provided by RIVERDALE PUBLIC UTILITY DISTRICT 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.

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A. The DISTRICT, to the extent permitted by law, agrees to indemnify, defend and hold harmless RIVERDALE PUBLIC UTILITY 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 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 RIVERDALE PUBLIC UTILITY DISTRICT or from acts not within the scope of duties to be performed pursuant to this agreement.

B. RIVERDALE PUBLIC UTILITY DISTRICT, 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 RIVERDALE PUBLIC UTILITY 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 the DISTRICT or from acts not within the scope of duties to be performed pursuant to this agreement.

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PROTECTION DISTRICT

RIVERDALE PUBLIC UTILITY DISTRICT

Dustin Hail, Chief

210 S. Academy Ave.

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

Dated: 7-13-23

RIVERDALE PUBLIC
UTILITY DISTRICT

By: [Signature]

Title: Superintendent

ATTEST:
By: [Signature]

Title: AR/AP

(SEAL)

APPROVED AS TO FORM:

Dated: _____

FRESNO COUNTY FIRE
PROTECTION DISTRICT

By: _____
President, Board of Directors

ATTEST:

Clerk of the Board
By: _____

(SEAL)

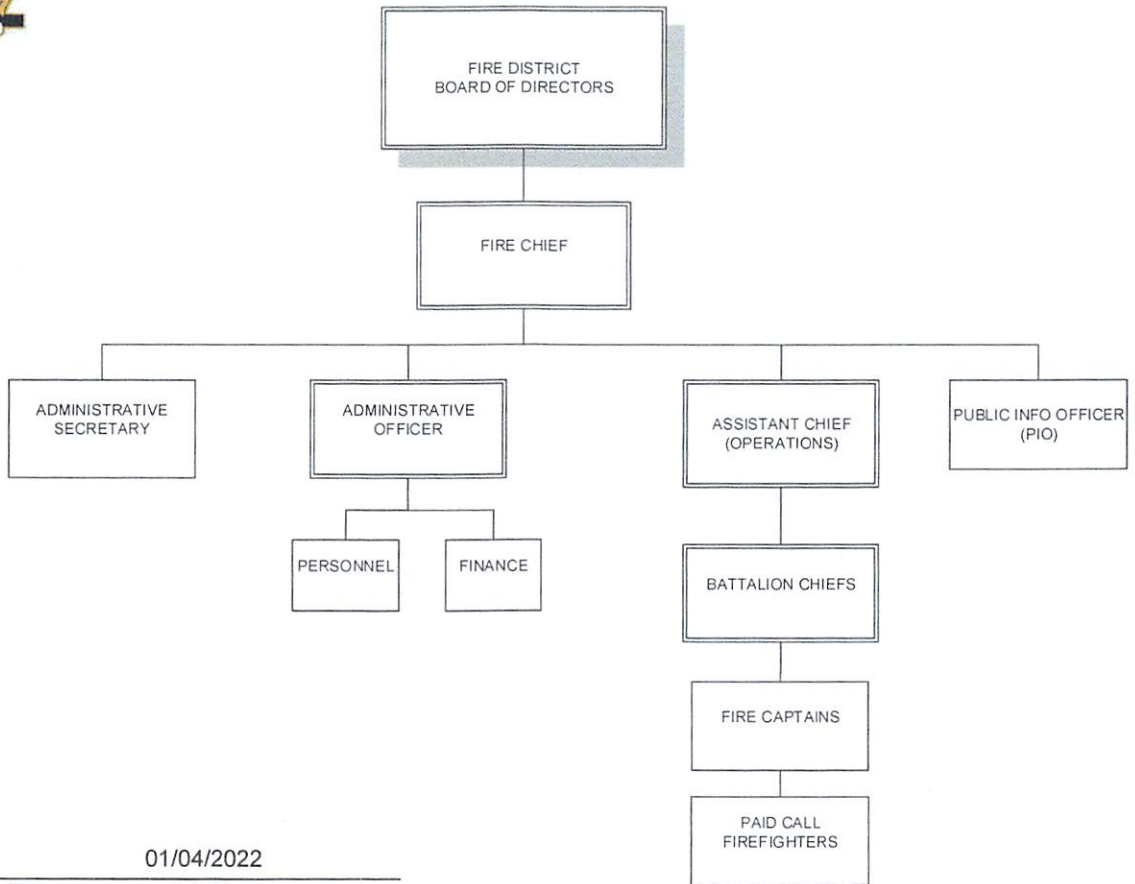
APPROVED AS TO FORM:

FRESNO COUNTY FIRE
PROTECTION DISTRICT
LEGAL COUNSEL



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
FIRE																	
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 **	1 or 2												x				
Refuse	1																
Vegetation (LRA)	2					1						x		x	1		
Vegetation (SRA)	See Watershed Card							x ^A				x	x	x		x	x
Harvested Ag Improvement	2			1					x								
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			
EACH Additional Alarm 	Duplicate 1st Alarm													x			
Other																	
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
Riverdale Fire Department
FY23/24 Cost Estimate for July 1, 2023 through June 30, 2024
Dispatch Services Only

CLASSIFICATION	NUMBER	SALARY	MONTHS	SUB-TOTAL	BENEFITS	TOTAL COST
Salaries					67.30%	
Communications Operator	1	\$4,900.00	0.66	\$3,234.00	\$2,176.48	5,410.48
Extended Duty Week Compensation					0.00%	
Not Applicable						
Overtime					1.45%	
Overtime	1	\$0.00	0.66	\$0.00	\$0.00	0.00
Uniforms					0.00%	
Uniforms - Communications Operator	1	\$104.17	0.66	\$68.75	\$0.00	68.75
Sub-Total Personnel Services						5,479.23
CAL FIRE Administrative Rate of 12.01% for Personnel.				12.01%		658.06
TOTAL PERSONNEL SERVICES						6,137.29
Operating						
Utilities						0.00
Fuel						0.00
Vehicle Maintenance						0.00
Miscellaneous Operating Expenses						0.00
TOTAL OPERATING EXPENSES						0.00
FCFPD Administrative Fee - 10% for Operating Expenses				10.00%		0.00
TOTAL PERSONNEL AND OPERATIONS						6,137.29
GRAND TOTAL ESTIMATED COST FOR 2023/2024 FISCAL YEAR						6,137.29

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

This Property Tax Allocation Agreement ("Agreement") is entered into and effective July 19, 2023 ("Effective Date"), between the City of Kingsburg, a charter city ("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 the provider of Fire Protection Services 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 tax 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. Although the District no longer services properties that annex into the City and detach from the District, District wide service obligations and regional support are not reduced commensurately. 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 services: and

WHEREAS, for the past 30 years District and City have operated under transition agreements, the most recent covering the last ten (10) years (the "2013 Transition Agreement"), under which City agreed to pay District a yearly sum of money upon annexation and detachment of property reflecting a percentage of Property Taxes

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. The District shall be responsible for creating the tax allocation rate schedule and providing City with the tax allocation rate schedule for review and approval prior to District invoicing the City for the BYA. Exhibit 2, attached and incorporated by this reference, sets forth an example of the tax allocation rate schedule.

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 a tax allocation rate schedule for a reorganization identifies the total 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 under the applicable tax allocation rate schedule.

3. Term. The term ("Term") of this Agreement shall be for a period of 10-years from the Effective Date, through June 30, 2033, and it shall replace in all respects the 2013 Transition 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 agreement of both District and City in accordance with the provisions of Section 9 of this Agreement.

4. 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 Agreement section 2 and existing laws, rules, policies and procedures established in the County, subject to any applicable agreement between City and the County.

5. 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.

6. Non-Opposition to Annexations. District represents and agrees that during the term of this Agreement, it will not oppose further annexation 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.

7. 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.

8. Termination.

- a) Termination Upon Expiration. This Agreement shall terminate upon expiration of its Term, if not extended by agreement.
- 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.

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

10. 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.

11. 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 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 of a formal complaint, petition, or similar document.

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

13. 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.

14. 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.

15. 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 Kingsburg
1401 Draper Street
Kingsburg, California 93631

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.

16. 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.

17. Subsequent District Agreements. District agrees that if, during the term of this Agreement, District negotiates a property tax allocation and fire services agreement 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.

18. Attorneys 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.

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

20. 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.

21. 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.

22. Notification to County Auditor-Controller/Treasure/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 its becoming effective, shall also be furnished to the County Auditor by the City and the District.

Fresno County Auditor-Controller/Treasure/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 KINGSBURG

By: _____
Matt Furrer, Board President

By: _____
Vince Palomar, Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Brad Richter, Board Secretary

By: _____
Abigail Palsgaard, City Clerk

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

William D. Ross, District Counsel

Michael J. Noland, City Attorney

Date: _____

Date: _____

Exhibit 1 – Current District Boundaries

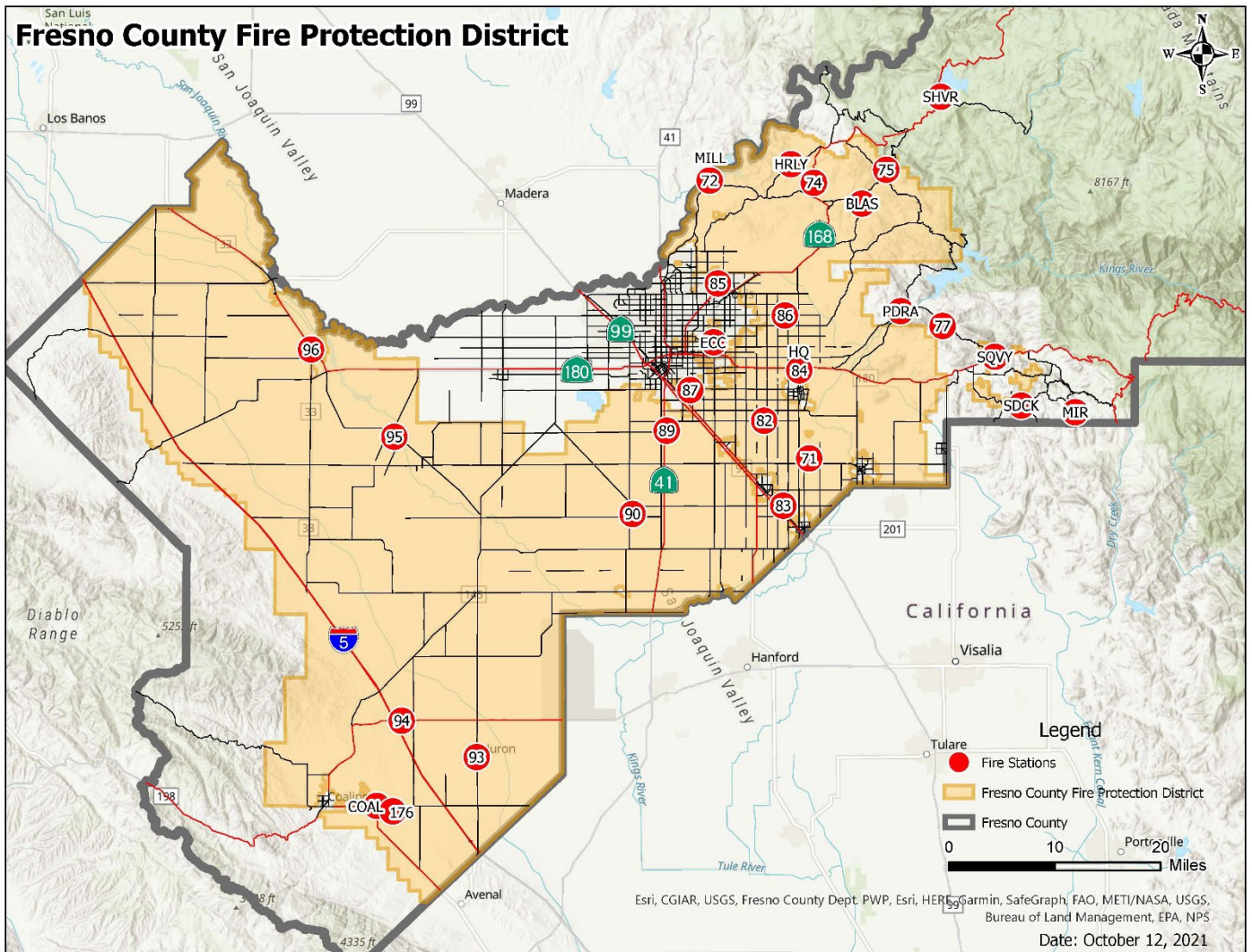


Exhibit 2 -Example Tax Allocation Rate Schedule

RO-21-10 Kamm-Bethel NW Reorganization

This agreement is intended to execute the Transition Agreement entered into between the City of Kingsburg and the Fresno County Fire Protection District effective July 1, 2023. 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. The Total Assessed Value includes both Secured and Unsecured amount totals added together from the Fresno County Schedule of Levy's, from the Tax Roll at the date of recording. Year 1 payment is due to the District the fiscal 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: December 20, 2022

Tax Roll Used: 2022

Tax Rate Area (TRA) # 121-001

Total Assessed Value of all involved parcels at recording: \$1,537,120.00

Equivalent Tax Rate (ETR) = 0.00086140

Base Year Allocation (BYA) = \$1,324.08

	<u>Year</u>	<u>BYA +</u>	<u>Annual Increase</u>	<u>Payment Due</u>
Year 1 Payment	2024	\$1,324.08	-----	\$1,324.08
Year 2 Payment	2025	\$1,350.56	2.00%	\$1,350.56
Year 3 Payment	2026	\$1,377.57	2.00%	\$1,377.57
Year 4 Payment	2027	\$1,405.12	2.00%	\$1,405.12
Year 5 Payment	2028	\$1,433.23	2.00%	\$1,433.23
Year 6 Payment	2029	\$1,461.89	2.00%	\$1,461.89
Year 7 Payment	2030	\$1,491.13	2.00%	\$1,491.13
Year 8 Payment	2031	\$1,520.95	2.00%	\$1,520.95
Year 9 Payment	2032	\$1,551.37	2.00%	\$1,551.37
Year 10 Payment	2033	\$1,582.40	2.00%	\$1,582.40
Total Payments				\$14,498.31

 Dustin Hail, Fire Chief
 Fresno County Fire
 Protection District

 Alexander J. Henderson, City Manager
 City of Kingsburg

 Date

 Date